AMENDED

Southwest Ranches Town Council

REGULAR MEETING

Agenda of March 12, 2026

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

1. Call to Order/Roll Call

2. Pledge of Allegiance

Presentations

3. Presentation - Horseshoe Monument - George Morris

4. Public Comment

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

5. Board Reports

6. Council Member Comments

7. Legal Comments

8. Administration Comments

Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE FIVE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED NINETY DOLLARS AND ZERO CENTS ($587,890.00) FOR DESIGN AND CONSTRUCTION OF TURN LANES ON DYKES ROAD, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; APPROVING A BUDGET

AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

10. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING PURCHASE ORDER TO KIMLEY HORN AND ASSOCIATES, INC. TOTALING SIXTY-EIGHT THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND ZERO CENTS ($68,215.00) FOR DESIGN OF THE GRANT FUNDED TURN LANES ON DYKES ROAD, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**

11. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RESCINDING RESOLUTION NO. 2024-034 APPROVING THE OWNER'S REQUEST TO OBTAIN WATER AND SEWER SERVICE FOR 14251 MUSTANG TRAIL FROM THE CITY OF SUNRISE; CONSENTING TO THE CITY OF PEMBROKE PINES TO PROVIDE WATER AND SEWER SERVICE TO 14251 MUSTANG TRAIL, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL OCCUR WITHOUT THE TOWN'S WRITTEN CONSENT; PROVIDING FOR A CERTIFIED COPY TO BE FURNISHED TO THE CITY OF PEMBROKE PINES; AND PROVIDING AN EFFECTIVE DATE.**

12. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PROVIDING FOR AN AMENDED AND COMPREHENSIVE FEE SCHEDULE FOR BUILDING PERMIT FEES, ENGINEERING FEES, FIRE FEES, PLANNING FEES, AND ZONING FEES ASSOCIATED WITH PERMITTING AND INSPECTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

13. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR MUNICIPAL ELECTIONS SERVICES; AUTHORIZING THE MAYOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

14. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2026-009 TO CORRECT THE MAY MEETING DATES IN THE APPROVED TOWN COUNCIL MEETING SCHEDULE FOR CALENDAR YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE.**

Discussion

15. **Discussion - Ordinance, Charter Amendment and Ballot Language for Council Member Compensation.** Amended Item

16. **Adjournment**

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

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

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

Town Council
Steve 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: 3/12/2026
SUBJECT: Broward County Surtax Funding Agreement for Dykes Road Turn Lanes

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Recommendation
Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?
No

Strategic Priorities

A. Sound Governance

B. Enhanced Resource Management

D. Improved Infrastructure

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

The Town was awarded $587,890 from the Broward County Surtax program for this project. The Broward County Surtax Grant Match Program assists cities in securing additional funding for transportation projects. This grant program uses revenue from the county's Mobility Advancement Program (MAP) Transportation Surtax to provide matching funds. The Town was also appropriated $405,990 from the State Legislature for this project.

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

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

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

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

Fiscal Impact/Analysis

The Town is required to provide funding via a match in the amount of $195,963 to finalize this project. Funds were appropriated in the FY 2025-2026 Adopted Budget from within the Transportation Fund (account #101-5100-541-63340 - Infrastructure Roadway Improvements) in the amount of $135,330. Additional funding of $60,633 is needed to complete this project.

State FDOT Funding:	$405,990
Broward Surtax Funding:	$587,890
Town Match:	$195,963
Total Project Cost:	$1,189,843

A budget amendment utilizing unassigned fund balance (reserves) to the Fiscal Year 2025-2026 Town Budget is required as follows:

Transportation Fund
Revenues Increase:

Transfer from General Fund (101-0000-381-38101	$ 60,633
State Grant Transportation (101-0000-334-33449)	$587,890

Expenditure Increase:

Infrastructure Roadway Improvements (101-5100-541-63340)	$648,523

General Fund
Revenues Increase:

Appropriated Fund Balance (001-0000-399-39900)	$ 60,633

Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101)	$ 60,633

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	3/5/2026	Resolution
Exhibit A - Agreement	2/24/2026	Agreement

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RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE FIVE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED NINETY DOLLARS AND ZERO CENTS ($587,890.00) FOR DESIGN AND CONSTRUCTION OF TURN LANES ON DYKES ROAD, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Broward County Surtax Grant Match Program assists cities in securing additional funding for transportation projects. This grant program uses revenue from the County's Mobility Advancement Program (MAP) Transportation Surtax to provide matching funds; and

WHEREAS, the Town was awarded Five Hundred Eighty-Seven Thousand Eight Hundred Ninety Dollars and Zero Cents ($587,890.00) from the Broward County Surtax Program for this project; and

WHEREAS, the Town is required to provide funding via a match in the amount of One Hundred Ninety-Five Thousand Nine Hundred Sixty-Three Dollars and Zero Cents ($195,963.00) to finalize this project. Funds were appropriated in the FY 2025-2026 Adopted Budget from within the Transportation Fund (account #101-5100-541-63340 - Infrastructure Roadway Improvements) in the amount of One Hundred Thirty-Five Thousand Three Hundred Thirty Dollars and Zero Cents ($135,330.00). Additional funding of Sixty Thousand Six Hundred Thirty-Three Dollars and Zero Cents ($60,633.00) is needed to complete this project; and

WHEREAS, dedicated turn lanes along Dykes Road will significantly improve traffic flow and safety at intersections by allowing vehicles to slow down and turn without

obstructing through traffic, leading to reduced rear-end collisions, improved capacity, minimized conflict points and enhanced efficiency at intersections; and

WHEREAS, these improvements must be completed by December 30, 2027; and

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

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

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

Section 2. The Town Council hereby accepts and approves an Agreement between the Town of Southwest Ranches and Broward County for Five Hundred Eighty-Seven Thousand Eight Hundred Ninety Dollars and Zero Cents ($587,890.00) to complete the Dykes Road Turn Lanes Project as outlined in the Agreement attached hereto as Exhibit "A".

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

Section 4. The Town Council hereby approves a budget amendment utilizing unassigned fund balance (reserves) to the Fiscal Year 2025-2026 Town Budget as follows:

Transportation Fund

Revenues Increase:	
Transfer from General Fund (101-0000-381-38101)	$ 60,633
State Grant Transportation (101-0000-334-33449)	$587,890
Expenditure Increase:	
Infrastructure Roadway Improvements (101-5100-541-63340)	$648,523

General Fund

Revenues Increase:	
Appropriated Fund Balance (001-0000-399-39900)	$ 60,633

Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101) $ 60,633

Section 5. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this _____ day of _____ 2026 on a motion by _____and seconded by _____.

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

_____
Steve Breitkreuz, Mayor

Attest:

_____
Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

_____
Keith Poliakoff, Town Attorney
1001.2026.022

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MAP Broward
Mobility Advancement Program
Brought to you by the
Penny For Transportation

Cover Sheet

Surtax Funding Agreement for Town of Southwest Ranches

February 23, 2026

Please find attached the Surtax Funding Agreement (SFA) with Broward County for your FY 2026 Grant Match Program project in the amount of $587,890 to match an FY 2026 State Appropriation/FDOT grant.

MAP ID	PROJECT NAME	CBE GOAL %
GMSWRA-026	Dykes Road Turn Lanes	0%

For notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses identified below. Addresses and titles may be changed by the applicable Party giving notice.

FOR COUNTY:
Broward County Administrator
Attn: Monica Cepero
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email address: mcepero@broward.org

FOR MUNICIPALITY:
Russell Muñiz, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
Email address: rmuniz@southwestranches.org

With a copy to:
Broward County Attorney's Office:
Attn: Nathaniel Klitsberg
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: nklitsberg@broward.org

With a copy to:
Municipal SPOC (Surtax Point of Contact)
Emily Aceti
(954) 343-7453
Email address: eaceti@swranches.org

_____ _____ _____
Municipal Authorized Signatory Title Date

Return a signed copy to the MAP Administration office by email at map@broward.org.

_____ _____
County Authorized Signatory Date
Mobility Advancement Program Administrator

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MAP Broward
Mobility Advancement Program
Brought to you by the Penny For Transportation

BROWARD COUNTY FLORIDA

Surtax Grant Match Program Funding Application

The Grant Match Program was established pursuant to Section 4.5 of the Third Amendment to and Restatement of the Transportation Surtax System Interlocal Agreement, effective July 2025. A Municipality must enter into a Surtax Funding Agreement to receive GMP funds.

TO SUBMIT APPLICATION: Complete, save and email PDF, with required attachments to MAP@Broward.org

Date of Request: 08/18/25 Lead Municipality: Southwest Ranches

Grant Application Point of Contact: Emily Aceti Email: eaceti@swranches.org

☑ Single Applicant

☐ Joint Applicants *(If checked, select all co-applicants below)*

☐ Coconut Creek	☐ Fort Lauderdale	☐ Lauderhill	☐ Oakland Park	☐ Southwest Ranches
☐ Cooper City	☐ Hallandale Beach	☐ Lazy Lake Village	☐ Parkland	☐ Sunrise
☐ Coral Springs	☐ Hillsboro Beach	☐ Lighthouse Point	☐ Pembroke Park	☐ Tamarac
☐ Dania Beach	☐ Hollywood	☐ Margate	☐ Pembroke Pines	☐ West Park
☐ Davie	☐ Lauderdale-By-The-Sea	☐ Miramar	☐ Plantation	☐ Weston
☐ Deerfield Beach	☐ Lauderdale Lakes	☐ North Lauderdale	☐ Pompano Beach	☐ Wilton Manors

Other(s) *(i.e. FDOT, MPO, etc.)*: _____

Name of Grant Program: 2025 State Appropriation Funding Agency: FDOT

Application Deadline: _____ Grant Mode of Submission: Funding Awarded

URL Link to NoFo/Guidelines: _____

Type of Grant: ☐Competitive Federal ☐ Competitive State

☐Appropriation Federal ☒ Appropriation State Other: _____

Project Name: Dykes Road Turn Lanes

Expected Grant Start Date: 11/01/25 Expected Grant Completion Date: 09/30/27

Expected Project Start Date: 12/03/25 Expected Project Completion Date: 06/30/27

Project Description (High-level project description, including geographic location)

The Town is requesting funds for both design and construction to add four right turn lanes, four left turn lanes, and one dedicated U-turn Lane along Dykes Road between Stirling Road and Griffin Road. We received a state appropriation in 2025 totaling $405,990.

REQUIRED: Attach grant application, notice of funding award or appropriation request/approval with submittal

Funding Source	Amount	Indicate Funding Source(s) for non-surtax match
Grant Funding Request	$ 405,990.00	Awarded State Appropriation in 2025: $405,990. Town Match will come from Town Budget - Municipal Transportation Fund.
Non-surtax Match (25% minimum)	$ 195,963.00	
Surtax Request Amount	$ 587,890.00	
Total Project Cost	$ 1,189,843.00	

Date: ***08/18/25*** Name: ***Emily Aceti*** Title: ***Community Serv. Manager***

I certify that I am authorized to submit this application on behalf of the municipality. All information and accompanying documentation submitted is true and accurate, and consistent with the requirements of Section 4.5 of the Third Amendment to and Restatement of the Transportation Surtax Interlocal Agreement. This form is considered signed upon submission.

FOR COUNTY USE ONLY

Legal Eligibility Review

Date: 08/26/25 Eligibility Eligible Reviewed by: NKLITSBERG

Comments: _____

MAP Admin Review

Date: 09/10/25 Road Jurisdiction: Accepted Reviewed by: NLYN

Date: 09/10/25 Permitting: Accepted Reviewed by: NLYN

Date: 09/10/25 Conflict w/other Projects: No Conflict Reviewed by: NLYN

Date: 09/10/25 Alignment w/Strategic Plan: Goal 4.2 Reviewed by: LSILVA

Date: 09/10/25 Alignment w/Program Goals: Goal 3 Reviewed by: LSILVA

Date: 09/10/25 Amount Approved: $ 587,890.00 Reviewed by: GCASSINI

Comments: **MAP ID: GMSWRA-026**

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MAP Broward
Mobility Advancement Program
Brought to you by the
Penny For Transportation

September 11, 2025

Town of Southwest Ranches
c/o Ms. Emily Aceti
Community Services Manager
Sent via email: eaceti@swranches.org

Dear Ms. Aceti,

On behalf of Broward County and the Independent Transportation Surtax Oversight Board, thank you for participating in the first Surtax Municipal Grant Match Program (GMP) process in August 2025. It was a great success and will result in significant transportation infrastructure investment throughout Broward County.

We are pleased to provide this Notice of Award in the amount of $587,890 for *Dykes Road Turn Lanes* project which received a FY 2026 State appropriation for $405,990 (financial project number 456798-1). GMP funds will be released in the County's fiscal year (FY) 2026 using an interlocal agreement (ILA). You will receive a separate email with further instructions and requests for additional information that may be necessary in order to go under agreement sometime next month.

In the meantime, please do not hesitate to contact me if you would like to discuss.

Best regards,

Gretchen Cassini
Mobility Advancement Program Administration

C: Laurette Jean, Assistant County Administrator
Lina Silva, Contract Grants Administrator, Senior/GMP Lead
Nathaniel Klitsberg, Transportation Surtax General Counsel

BROWARD COUNTY FLORIDA
c/o Mobility Advancement Program Administration
1 N University Drive, FL 33324
Phone: 954-357-9501
mapbroward.broward.org

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STANDARD TERMS AND CONDITIONS FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT INTERLOCAL AGREEMENTS (REHABILITATION & MAINTENANCE PROJECTS, MICROTRANSIT, CAPITAL PROJECTS, AND GRANT MATCH PROGRAM)

These Standard Terms and Conditions ("Standard T&Cs") shall apply to all approved Eligible Municipal Projects as provided for in the 2025 Transportation System Surtax Interlocal Agreement (Third Amendment) ("2025 ILA") entered into between certain Broward County municipalities (each a "Municipality" and collectively, "Participating Municipalities") and Broward County, a political subdivision of the State of Florida ("County"). County and the applicable Municipality may also be identified individually as a "Party" and collectively referred to as the "Parties."

RECITALS

A. Municipality has submitted one or more requests to County to allocate annual available Transportation Surtax funding ("Funding") for one or more Eligible Municipal Projects as provided for in the 2025 ILA (each Municipality's request is referred to as an "Application" and includes the cover sheet to these Standard T&Cs with each applicable Party's address of record and signature).

B. Pursuant to the terms of the 2025 ILA, County has reviewed each such Application and approved the funding of the identified Eligible Municipal Projects, which, combined with these Standard T&Cs (and documents referenced or incorporated herein), constitute the Surtax Funding Agreement (as defined in the 2025 ILA) between the applicable Municipality and County.

C. The purpose of these Standard T&Cs is to set forth the terms and conditions (in addition to those stated in the 2025 ILA) associated with County providing Municipality with funding for its Eligible Municipal Projects.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS (ALL ELIGIBLE MUNICIPAL PROJECTS)

Capitalized terms used in these Standard T&Cs shall have the same definitions as used in the 2025 ILA unless expressly provided for herein. In addition to the defined terms, the terms below shall have the following meanings as used in these Standard T&Cs.

1.1. **Consultant** means the architect or engineer with whom Municipality has or will contract to provide programming, design, construction management, engineering, and/or inspection, or other professional services for the applicable Eligible Municipal Project.

1.2. **Contract Administrator** means the County Administrator, or such other person designated by the County Administrator in writing.

1.3. **Contractor** means the persons, firms, or corporations with whom Municipality has or will contract for the construction or performance of an Eligible Municipal Project.

1.4. **Grant Match Program** means the program described in Section 4.5 of the 2025 ILA.

1.5. **Maximum Funding Amount** means, as applicable, the maximum funding amount provided to each Municipality for its annual formula-based funding for Eligible Municipal Projects or the maximum amount referenced in County's approval of an Application for Grant Match Program funding.

1.6. **Project Manager** means Municipality's project manager for the Eligible Municipal Project(s) as identified in Municipality's contracts for such Projects or as provided in writing to the Contract Administrator.

1.7. **Subcontractor** means an entity or individual providing services to Municipality through Contractor or Consultant for all or any portion of the Eligible Municipal Project(s). The term "Subcontractor" includes subconsultants.

ARTICLE 2. MUNICIPAL R&M PROJECTS, MUNICIPAL CAPITAL PROJECTS, AND MCP TAILS

This Article 2 only applies to Municipal R&M Projects, Municipal Capital Projects, and Municipal Capital Project Tails (unless such tails are governed under a prior Surtax Funding Agreement that is being amended to address funding for the "tail"), and does not apply to On-demand Transportation Services.

2.1. Project Description and Project Schedule. Municipality shall perform, or cause to be performed, the Eligible Municipal Project(s) in accordance with a written Project description and schedule for each Eligible Municipal Project included within its Application, which description and schedule must be provided in writing by Municipality to the Contract Administrator and is subject to final County approval of the Project(s).

2.2. Municipal Responsibility for its Eligible Municipal Project(s). Municipality is solely responsible for the timely solicitation of vendors, obtaining permits, securing applicable property rights, and the performance and/or completion of each Eligible Municipal Project. Unless County has elected to deliver an Eligible Municipal Project as provided for in these Standard T&Cs or the 2025 ILA, County has no responsibility of any kind in connection with any element associated with the performance and/or completion of such Projects. Further, nothing contained herein shall create any contractual relationship between County and any Contractor, Consultant, Subcontractor, vendor, or supplier.

2.3. Compliance with Law; Competitive Procurement of Public Construction Works; Consultants' Competitive Negotiation Act. Municipality must comply with Applicable Law, including, if applicable, Sections 255.20 and 287.055, Florida Statutes, in the procurement of any

services or materials relating to the Eligible Municipal Project. If any applicable state or federal procurement requirement is stricter than any County requirement, Municipality shall be obligated to meet the stricter requirement.

2.4. Modifications to Eligible Municipal Project. No proposed modification by a Municipality that will materially modify an approved Eligible Municipal Project under a Surtax Funding Agreement (e.g., shifting Formula-based Funding between approved Projects, start/completion date outside of the Fiscal Year for which funding is provided, change in geographic location, reduction in scope of work for the Project, addition of decorative elements and/or functional public art as described in Section 2.10 of the 2025 ILA that was not identified in Municipality's initial submissions regarding the Project) shall be made unless Municipality first obtains written approval by the Contract Administrator. Municipality shall cooperate with the Contract Administrator's review of any proposed material modification by providing any documentation requested by the Contract Administrator associated with the Eligible Municipal Project. Except for cost escalation and contingency expressly authorized in the 2025 ILA or these Standard T&Cs, any requested modification that would increase the Maximum Funding Amount for a Municipal Capital Project, a Municipal Capital Project Tail, Grant Match Program, and remaining Cycle 1 Municipal R&M Projects requires approval by the County Commission. Nonmaterial changes to an Eligible Municipal Project (i.e., changes not requiring Contract Administrator approval pursuant to this section and the 2025 ILA) may be approved by the Project Manager and must be included in Municipality's next required Project reporting to the Contract Administrator.

2.5. Contractor and Consultant Contracts; County-Approved Provisions.

2.5.1. Prior to Solicitation Publication. At least 20 days prior to publication of any solicitation by Municipality for an Eligible Municipal Project, Municipality shall provide Contract Administrator with:

(a) the proposed solicitation;
(b) the proposed contract(s); and
(c) a written certification ("Compliance Certification"), executed by Municipality through its counsel and/or head of procurement, confirming to the Contract Administrator that:
    (i) the proposed solicitation and proposed contract(s), if published and executed, will comply with Applicable Law and the Surtax Funding Agreement, including without limitation, Sections 8.1, 10.1, 10.5, 10.6, 11.4; and
    (ii) the proposed contract(s) either (i) includes the County-Approved Provisions, (as defined in Section 2.5.5), with only such changes as are necessary to give full effect to those provisions; or (ii) does not include the County-Approved Provisions.

2.5.2. Municipality shall not enter into any contract (including entering into an amendment or work authorization under an existing agreement) for an Eligible Municipal

Project where the solicitation has not been provided in Section 2.5.1 above or utilizes a contract with a Contractor or Consultant that omits the County-Approved Provisions (as defined in Section 2.5.5) unless Municipality first obtains written approval from the Contract Administrator and the County Attorney's Office.

2.5.3. Prior to Award. Prior to Municipality awarding a contract to a Contractor or Consultant for an Eligible Municipal Project (including entering into an amendment or work authorization under an existing agreement), or otherwise procuring work for an Eligible Municipal Project, Municipality shall provide the Contract Administrator with, as applicable, (a) the responsive submission by the proposed Consultant or Contractor, subject to Section 11.4, and (b) if the documents listed in Section 2.5.1 were not previously provided to County or were changed in any material respect after issuance of the solicitation, the applicable documents listed in Section 2.5.1, including a new Compliance Certification addressing the modified documents.

2.5.4. Municipality agrees and acknowledges that County's review or approval of any Municipal contract, or any provision thereof, is solely for the purpose of protecting County's interests, that County review or approval thereof should not be relied on by Municipality, and that such review or approval does not constitute a legal opinion by the County Attorney's Office for the benefit of Municipality or any third party, including without limitation as to the legal sufficiency of the contract, and shall not be the basis for any claim or liability against County or asserted to avoid any reimbursement or other obligation of Municipality under the Surtax Funding Agreement.

2.5.5. For purposes of this Section 2.5, "County-Approved Provisions" means the provisions (as amended from time to time) in effect on the effective date of the Surtax Funding Agreement, available at https://mapbroward.org/municipal-partners/municipal-surtax-program/ or provided to Municipality upon request.

2.6. Coordinated Surtax Project Delivery; Funding Withholding; Other Delayed Funding. To avoid duplicative construction and unnecessary disruption of the local transportation network and community, the Parties shall cooperate in good faith to coordinate the timing of Projects with other Projects (which may include another Municipality, County, and/or the Florida Department of Transportation) that affect the same or nearby transportation elements (collectively, "Coordinated Delivery"). The Contract Administrator shall provide prompt notice to Municipality if County determines that Municipality's schedule requires adjustment to facilitate Coordinated Delivery. Upon receipt of such a notice, Municipality shall use its best efforts and take all reasonable steps to suspend performance of any additional work pending an agreed adjustment to the Eligible Municipal Project's schedule, and the Parties shall cooperate to mutually approve any adjustments required in any applicable funding schedule (adjusted only as to timing, absent good cause as determined by Contract Administrator). County may withhold any scheduled Funding, including without limitation, withholding permitted under Section 6.6 below, until such adjustments are mutually approved in writing by the Parties. To the extent some or all of an Eligible Municipal Project's costs increase as a direct result of a timing

adjustment to accommodate a Coordinated Delivery, and provided cost escalation/contingency funds are or were appropriated, such increased costs will be addressed consistent with Section 4.4.4 of the 2025 ILA via an amendment to the funding schedule (if any) or via an amendment to the Surtax Funding Agreement.

2.7. Project Delivery by Another Entity. County may elect at any time, and with the consent of the applicable Municipality or Municipalities (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the applicable Municipalities of the intent County or FDOT to perform some or all work associated with an Eligible Municipal Project. In such event, pursuant to Section 5.4 of the 2025 ILA, the Funding that would have been provided to Municipality for that Project will be retained by County and/or paid to the entity delivering the Project. Notwithstanding the delivery of an Eligible Municipal Project by an entity other than the requesting Municipality, Funding for the Project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

ARTICLE 3. ON-DEMAND TRANSPORTATION SERVICES

Any Municipality seeking Funding for On-demand Transportation Services shall strictly comply with all requirements contained in Section 4.3.6 of the 2025 ILA including, without limitation, providing a copy of Municipality's contract with the service provider to the Contract Administrator prior to execution (unless the contract was executed prior to the effective date of the 2025 ILA), as well as a copy of all insurance certificates. If Municipality is continuing a contract with an On-demand Transportation Services provider that was effective prior to the effective date of the 2025 ILA, Municipality shall ensure that an amendment is entered into with that provider to bring the contract into compliance with the requirements of the 2025 ILA and provide a copy of same to the Contract Administrator prior to obtaining or expending Funding for such service. Municipality shall further ensure that at all times during each Fiscal Year where Funding is utilized for On-demand Transportation Services that the contract with the service provider remains in full compliance with the 2025 ILA.

ARTICLE 4. GRANT MATCH PROGRAM ADDITIONAL TERMS AND CONDITIONS

In accordance with Section 4.5 of the 2025 ILA, to the extent there is any preemption or express, direct conflict between the terms of these Standard T&Cs or the 2025 ILA and the requirements contained in any state or federal grant or appropriation (e.g., compliance with County ordinance, etc.) for which Funding is being provided to Municipality under the Grant Match Program, the requirements of any state or federal grant or appropriation shall govern, but only to the minimum extent required to comply with such state or federal requirements. Unless otherwise permitted pursuant to Applicable Law, no CBE goal will be assigned to the Project for which Funding is being provided to Municipality under the Grant Match Program.

ARTICLE 5. TIME OF PERFORMANCE (ALL ELIGIBLE MUNICIPAL PROJECTS)

5.1. Time of Performance. These Standard T&Cs (along with the 2025 ILA) shall govern through completion of the Eligible Municipal Project(s) as described and identified in the Application.

5.2. Fiscal Year. The continuation of a Surtax Funding Agreement beyond the end of any Fiscal Year is subject to both the appropriation and the availability of Transportation Surtax funds in accordance with Chapters 129 and 212, Florida Statutes.

5.3. Time of the Essence. Unless expressly waived by the Contract Administrator in writing, time is of the essence in Municipality's performance of its duties, obligations, and responsibilities under the Surtax Funding Agreement and these Standard T&Cs.

ARTICLE 6. FUNDING (ALL ELIGIBLE MUNICIPAL PROJECTS)

6.1. Surtax Funding. All Funding provided to Municipalities for Eligible Municipal Projects shall be paid exclusively from and subject to the availability of proceeds from the Transportation Surtax, and County shall not have any obligation to provide, nor shall County provide, any funding from County's general revenue or any other County source. Municipality agrees and stipulates that Funding provided by County to Municipality for an Eligible Municipal Project must only be utilized by Municipality for purposes permitted under Section 212.055(1), Florida Statutes.

6.2. Method of Billing and Payment. Upon Municipality's request, Formula-based Funding will be paid to Municipality in a lump sum upon the Effective Date of the Surtax Funding Agreement unless Municipality and Contract Administrator approve a different funding schedule. Each request for Funding (whether for the lump sum or pursuant to a funding schedule) must comply with any requirements established in writing by the Contract Administrator and be accompanied by a certification by the chief administrative officer and the chief financial officer of Municipality (or other written designee), that all funds received or utilized to date by Municipality for Eligible Municipal Projects were, or will be, utilized only for Eligible Municipal Projects subject to Surtax Funding Agreements. If Municipality is receiving Funding pursuant to a funding schedule rather than as a lump sum in advance, the funding schedule may be changed if approved in writing by the Contract Administrator.

6.3. Cost Escalation; Contingency. Except for cost escalation or contingency approved by the Contract Administrator, Municipality acknowledges that the Maximum Funding Amount for Eligible Municipal Projects funded through Formula-based Funding or the Grant Match Program is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for applicable Eligible Municipal Project(s). Other than the initial approved Maximum Funding Amount (inclusive of cost escalation or contingency provided for in the 2025 ILA), County shall have no liability to provide additional Funding regardless of the basis for any claim or the basis for increased cost, including without limitation, differing site conditions, delays, weather, or any other reason. Municipality shall be solely responsible for funding all such additional amounts to complete each Eligible Municipal Project as well as for all costs to operate, support, and maintain its Eligible Municipal Project(s) in perpetuity or until the

end of the Eligible Municipal Project(s) useful life unless otherwise agreed in writing by the Parties and consistent with the Broward County Code of Ordinances.

6.4. Overpayments; Refunds.

6.4.1. If Formula-based Funding provided by County exceeds the actual amounts expended by Municipality for approved Municipal R&M Projects or On-demand Transportation Services, subject to the Contract Administrator's prior written approval, Municipality may elect to add new Municipal R&M Project(s) or additional On-demand Transportation Services in the current or next Fiscal Year and have such funding applied to that supplemental Project (with the supplemental Projects subject to the same application and approval processes as the annual Application submitted by Municipality).

6.4.2. Any refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor, Consultant, or On-demand Transportation Services provider in connection with an Eligible Municipal Project paid for with Formula-based Funding shall first be utilized by Municipality to complete the applicable Eligible Municipal Project for which such amounts relate. Any such funds not needed to complete such Project(s) shall either be added to the next Fiscal Year's Funding to be received by Municipality from County or paid by Municipality to County within 30 days after County has given written notice of the requirement to pay, as elected by the Contract Administrator. Municipality shall promptly notify County of any amount of proceeds received by or credited to Municipality, and of any claims filed or asserted relating to an Eligible Municipal Project. For unresolved claims or litigation, the Parties shall cooperate to ensure any proceeds are first credited or repaid to the benefit of County before any other allocation.

6.4.3. Any unspent Funding or refunds, credits, liquidated damages, insurance proceeds (after payment of any applicable deductible), claim or litigation proceeds (after payment of attorneys' fees and costs), or other amounts received by or credited to Municipality by or on behalf of Contractor or Consultant, for Eligible Municipal Projects other than those being completed with Formula-based funding (e.g., MCP Tails, Grant Match Program Projects, Municipal R&M Projects funded prior to FY 2026, etc.) are not subject to this Section 6.4 and shall be included in the Annual True-Up provided for in Section 5.1 of the 2025 ILA and utilized by County in accordance with the provisions of the 2025 ILA.

6.5. Separate Accounting. Subject to prior written approval by the Contract Administrator, Municipality may utilize other methods of separate accounting for each Eligible Municipal Project other than as provided in Section 6.2 of the 2025 ILA, provided the accounting method permits a full and complete audit of the funds (and any interest earned thereon) as required in the 2025 ILA and these Standard T&Cs.

6.6. Withholding by County. County may withhold, in whole or in part, payment to a Municipality to the extent necessary to ensure utilization of the Funding in accordance with the

2025 ILA, the Surtax Funding Agreement, these Standard T&Cs, Applicable Law, and the County Commission-approved transportation surtax program. Failure by Municipality to comply with the reporting requirements as described in these Standard T&Cs may also be a basis to withhold or limit future funding by County under the 2025 ILA in future Fiscal Years (or, to the extent a Municipality is being paid pursuant to a funding schedule, in the same Fiscal Year), as determined in the reasonable discretion of the Contract Administrator. The amount withheld shall not be subject to payment of interest by County. Upon written notice by County and except as expressly provided otherwise, payment may be withheld by County for the duration of any failure of Municipality to comply with a term, condition, or requirement of the 2025 ILA or Surtax Funding Agreement, and County shall promptly pay the amount withheld to Municipality when Municipality's noncompliance is cured to the reasonable satisfaction of Contract Administrator.

6.7. Ineligible Expenses. In addition to any items that are identified as ineligible for funding in the 2025 ILA, the following expenses are also ineligible for Funding: (a) costs incurred by Municipality prior to the execution of the Surtax Funding Agreement (unless approved in writing by the Contract Administrator, in their sole discretion); (b) amounts that Contractor or Consultant are contractually responsible to pay, credit, or reimburse to Municipality or County (e.g., liquidated damages for not meeting the Project's schedule, costs associated with correcting defective work, audit costs, etc.); (c) audit costs incurred by Municipality; (d) legal and accounting fees and expenses; (e) interest expenses incurred by Municipality as a result of a failure to timely pay a vendor in connection with an Eligible Municipal Project or as a result of unsuccessful litigation relating to an Eligible Municipal Project, and (f) Municipality's staff or other personnel costs associated with the direct work performed by such in-house personnel on an Eligible Municipal Project except as may be expressly approved by the Contract Administrator for time expended by City personnel on Projects performed in-house by a Municipality (e.g., design, CEI, or construction work performed by a Municipality's public works division, etc.).

6.8. Project Closeout. Municipality must submit any final invoicing and the final financial and Project reports for each Eligible Municipal Project ("Final Project Documents") to the Contract Administrator no later than 120 days after the completion of each Eligible Municipal Project. The Final Project Documents must be accompanied by a complete summary of all expenses incurred and all amounts paid for each Eligible Municipal Project, all funding, proceeds, interest earned by Municipality on Funding, or other amounts received relating to each Eligible Municipal Project, and any unpaid invoices, amounts still owing, disputed charges, or other unresolved issues relating to the Project that may impact the financial accounting of the Project (collectively, the "Project Closeout"). Municipality shall also provide further backup or additional documentation as may be requested by the Contract Administrator. If County or Municipality identifies any error or omission in the Final Project Documents, Municipality shall resubmit corrected documents. To the extent any Funding is being paid to a Municipality on a reimbursement basis after completion of an Eligible Municipal Project, County shall have no obligation to pay such funds until receipt and written approval of the Final Project Documents by the Contract Administrator.

ARTICLE 7. INDEMNIFICATION

Municipality shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to the Surtax Funding Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Municipality or any of its officers, employees, or agents, arising from, relating to, or in connection with an Eligible Municipal Project subject to a Surtax Funding Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of the applicable Surtax Funding Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Municipality under the applicable Surtax Funding Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. AUDITING

8.1. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Municipality, Contractor, Consultant, and Subcontractors (the "Audited Entities") that are related to its Eligible Municipal Projects (the "Project Records"). Audits, reviews, monitoring, inspections, and investigations conducted pursuant to this section may include, but are not limited to, on-site visits, interviews of staff of any of the Audited Entities, review of performance and financial reports, determining and monitoring appropriate corrective action, and issuing management letters on deficiencies or weaknesses identified. Audited Entities shall fully comply and cooperate with any auditing and monitoring activities deemed appropriate by County.

Audited Entities shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to the Eligible Municipal Project(s) subject to the applicable Surtax Funding Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request by the Contract Administrator to do so, Audited Entities shall make the same available in written form at no cost to County and in electronic form (including in original form) if requested by County.

8.2. Project Records include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, drawings, receipts, vouchers and memoranda, and any and all other documents that pertain to rights, duties, obligations, or performance under an Eligible Municipal Project. Project

Records include hard copy and electronic records, written policies and procedures, time sheets, payroll records and registers, cancelled payroll checks, estimating work sheets, correspondence, invoices and related payment documentation, general ledgers, insurance rebates and dividends, and any other records pertaining to rights, duties, obligations or performance under this Municipal Project, whether by Contractor or Subcontractors, or otherwise necessary to adequately permit evaluation and verification of any or all of the following:

a) Compliance with contract
b) Compliance with the Code (including County's code of ethics)
c) Compliance with contract provisions regarding the pricing of Change Orders
d) Accuracy of Contractor representations regarding the pricing of invoices
e) Accuracy of Contractor representations related to claims submitted by Contractor, including Subcontractors, or any of its other payees.

In addition to the normal documentation Contractor typically furnishes to County, in order to facilitate efficient use of County resources when reviewing or auditing Contractor's billings and related reimbursable cost records, Contractor agrees to furnish (upon request) the following types of information in the specified computer-readable file format(s):

Type of Record	File format
Monthly Job Cost Detail	.pdf and Excel
Detailed Job Cost History to Date	.pdf and Excel
Monthly Labor Distribution detail (if not already separately detailed in the Job Cost Detail)	.pdf and Excel
Total Job to Date Labor Distribution detail (if not already included in the detailed Job Cost History to date)	.pdf and Excel
Employee Timesheets documenting time worked by all individuals who charge reimbursable time to the project	.pdf
Daily Foreman Reports listing names and hours, and tasks of personnel who worked on the project	.pdf
Daily Superintendent Reports	.pdf
Detailed Subcontract Status Reports (showing original subcontract value, approved subcontract change orders, Subcontractor invoices, payment to Subcontractors, etc.)	.pdf and Excel
Copies of Executed Subcontracts with all Subcontractors	.pdf
Copies of all executed Change Orders issued to Subcontractors	.pdf
Copies of all documentation supporting reimbursable job costs (Subcontractor payment applications, vendor invoices, internal cost charges, etc.)	.pdf

Audited Entities shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to the Eligible Municipal Project or the Surtax Funding Agreement until the later of five years after expiration or termination of the Surtax

Funding Agreement, resolution of any audit findings, or as otherwise required by law. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County) or the Oversight Board. Each Eligible Municipal Project and all expenditures relating to the Eligible Municipal Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of each Eligible Municipal Project.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment made or based upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Municipality in addition to any required adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made by Municipality to County within 30 days after the presentation of County's findings to Municipality.

Municipality shall ensure that the requirements of this section are included in all agreements with every Audited Entity (and ensure that Contractors and Consultants include such requirements in agreements with Subcontractors). Municipality shall further include in its contracts with Contractors and Consultants the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted):

> "Contractor shall refund any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges, in addition to refunding the overcharged amount and the cost of the audit, Contractor shall pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by Municipality and/or County due to the overcharge, including, but not limited to, administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of any such audit must be made within 30 days after presentation of County's findings to Contractor."

8.3. Performance Audits. For the duration of the Project and continuing until five years after the later of Project completion, expiration or termination of the applicable Surtax Funding Agreement, or resolution of any previous audit findings, the Oversight Board or County (whether through the County Auditor or other representative), at County's expense, and subject to reimbursement by Municipality pursuant to this article, may conduct a performance audit and/or review of each Eligible Municipal Project, and all Funding received, maintained, or expended by Municipality for each such Project. Municipality shall fully cooperate and provide all requested Project Records as may be requested by the Oversight Board. Each Eligible Municipal Project and all funds received, maintained, or expended relating to each Project shall be subject to the Oversight Board's review, critique, and analysis for the duration of the Project.

ARTICLE 9. TERMINATION

9.1. The Surtax Funding Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within 30 days after receipt of written notice from the aggrieved Party identifying the breach. The Surtax Funding Agreement may also be terminated by the County Commission upon 60 days' prior written notice if the County Commission determines that one or more Eligible Municipal Projects subject to a Surtax Funding Agreement cannot be funded with surtax funding under Applicable Law, including Section 212.055, Florida Statutes. In addition, the Surtax Funding Agreement may be immediately terminated by written notice by the County Administrator if the Transportation Surtax is determined by a court of competent jurisdiction to be invalid, void, or illegal, or if the Transportation Surtax statute is materially modified by the Florida Legislature in a manner that results in a reduction of funding or requires an offset from County's general revenue or other funds in order to provide the full Funding otherwise contemplated under the 2025 ILA or a Surtax Funding Agreement.

9.2. The Surtax Funding Agreement for an Eligible Municipal Project may be terminated for cause by County for reasons including but not limited to the following:

9.2.1. Inability of Municipality, including through Contractor or Consultant, to perform or complete the applicable Eligible Municipal Project in accordance with the requirements of the Surtax Funding Agreement within the time period stated in the Application (including any extensions approved by Contract Administrator, approval of which shall not be unreasonably withheld);

9.2.2. Repeated submission (whether negligent or intentional) for payment of false or incorrect invoices;

9.2.3. Fraud, misrepresentation, or material misstatement in the performance of the Surtax Funding Agreement by Municipality, Contractor, or Consultant;

9.2.4. If the Business Opportunity Act applies to the Surtax Funding Agreement, Contractor's or Consultant's act or omission that violates any applicable requirement of the Business Opportunity Act; or

9.2.5. Utilization of the funding provided by County under a Surtax Funding Agreement in a manner that violates Applicable Law or for uses or purposes that are not permitted uses for transportation surtax funds under Section 212.055, Florida Statutes.

9.3. Notice of termination shall be provided to Municipality at the address of its City/Town/Village Manager and its municipal attorney.

9.4. If a Surtax Funding Agreement is terminated by County, (a) for Funding provided arrears, Municipality shall be paid from proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s), if funding is available, for any work on the Eligible

Municipal Project(s) properly performed through the termination date specified in the written notice of termination ("Pre-termination Work"), subject to any right of County to retain any sums otherwise due and payable, and (b) for Funding provided in advance, Municipality shall return to County any proceeds of the Transportation Surtax that were appropriated to the applicable Eligible Municipal Project(s) in excess of the amount of the Pre-termination Work.

9.5. In addition to any right of termination, County and Municipality shall be entitled to seek any or all available remedies, whether stated in the Surtax Funding Agreement or otherwise available at law or in equity, all such remedies being cumulative.

9.6. Municipality may terminate a Surtax Funding Agreement upon 30-days' prior written notice to County if Municipality does not intend to proceed with the Eligible Municipal Project and either (a) the written notice of termination is provided prior to Municipality's receipt of any funding from County for the Eligible Municipal Project, or (b) prior to the effective date of termination, Municipality returns all funding received from County for the Eligible Municipal Project, including any interest earned by Municipality on any funds provided by County.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of the Surtax Funding Agreement. Municipality shall ensure that similar language is included in all its agreements with Contractors, Consultants, and Subconsultants in connection with the Eligible Municipal Project(s). To the extent that an Eligible Municipal Project subject to the Surtax Funding Agreement is being paid, in part, by U.S. Department of Transportation funds or other federal funds, Municipality shall also comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26 and all other applicable federal law.

10.2. Unless otherwise approved in advance in writing by County's Director of Office of Economic and Small Business Development ("OESBD"), Municipality shall comply with all applicable requirements of Section 1-81, et seq., Broward County Code of Ordinances ("Business Opportunity Act"), in the award and administration of any contract or agreement regarding each Eligible Municipal Project. Failure by Municipality to carry out any of the requirements of this article shall constitute a material breach of the Surtax Funding Agreement, which shall permit County to terminate or exercise any remedy available under the Surtax Funding Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

10.3. Unless otherwise approved in advance in writing by County's Director of OESBD, Municipality will meet the required CBE goal for each Eligible Municipal Project by utilizing (or requiring the utilization of) CBE firms for at least the CBE Goal stated in the OESBD memorandum relating to each Eligible Municipal Project, except that no CBE commitment shall apply to On-demand Transportation Services agreements, agreements that are subject to other participation goals required by Applicable Law (e.g., Grant Match Program Funding where there are or federal

law state law limitations, federal DBE programs, SBE reserves, etc.), agreements that are expressly exempt from the County's Procurement Code, agreements that are otherwise ineligible to have an CBE Goal by state or federal law, and agreements to which goals are not assigned by County (e.g., sole source, sole brand, and emergency agreements) (the "Commitment").

10.4. Each CBE firm utilized to meet the Commitment must be certified by OESBD. Municipality shall inform County immediately when a CBE firm is not able to perform or if Municipality believes the CBE firm should be replaced for any other reason, so that OESBD may review and verify the good faith efforts of Municipality or substitute the CBE firm with another CBE firm, as applicable. Whenever a CBE firm is terminated for any reason, Municipality shall provide written notice to OESBD and, upon written approval of the Director of OESBD, Municipality shall substitute another CBE firm to meet the CBE goal, unless otherwise provided in the Surtax Funding Agreement or agreed in writing by the Parties. Such substitution shall not be required if the termination results from modification of the Project and no CBE firm is available to perform the modified Project, in which event, Municipality shall notify County, and OESBD may adjust the Commitment by written notice to Municipality. Municipality shall not terminate a CBE firm for convenience without County's prior written consent, which consent shall not be unreasonably withheld.

10.5. Municipality shall include the following provision in substantially this form (i.e., modifications to defined terms such as "Contractor" are permitted, but no modification that materially reduces Municipality's or County's rights and remedies is permitted) in all contracts with Contractors and Consultants:

> "The parties stipulate that if Contractor fails to meet the CBE utilization obligation in the Interlocal Agreement between Municipality and Broward County (the "Commitment"), the damages to Broward County and Municipality arising from such failure are not readily ascertainable at the time of contracting. If Contractor fails to meet the Commitment and Broward County determines, in the sole discretion of the OESBD Program Director, that Contractor failed to make Good Faith Efforts (as defined in Section 1-81, et. seq. Broward County Code of Ordinances) to meet the Commitment, Contractor shall pay Municipality liquidated damages in an amount equal to 50% of the actual dollar amount by which Contractor failed to achieve the Commitment, up to a maximum amount of ten percent (10%) of the total contract amount excluding costs and reimbursable expenses. Contractor acknowledges and agrees that the liquidated damages provided in this section are proportionate to an amount that might reasonably be expected to flow from a breach of the Commitment and are not a penalty. An example of this calculation is stated in Section 1-81.7, Broward County Code of Ordinances. As elected by the Contract Administrator, such liquidated damages amount shall be either credited against any amounts due Contractor from Municipality or must be paid by Contractor to Broward County within 30 days after written demand by Broward County. Any failure to meet the Commitment attributable solely to force majeure, changes to the Project, or inability to substitute a CBE Subcontractor where the OESBD Program Director has determined that such inability is due to no fault of Contractor, shall not be deemed a failure by Contractor to meet the Commitment."

10.6. Municipality shall provide written monthly reports (prepared by Contractor or Consultant, as applicable) to OESBD and the Contract Administrator no later than 10 business days after the end of the month regarding Contractor's and Consultant's compliance with the Commitment stated in this article. In addition, Municipality shall require Contractor and Consultant to allow County to engage in onsite reviews to monitor Contractor's and Consultant's progress in achieving the Commitment and maintaining the applicable contractual and CBE obligations.

ARTICLE 11. MISCELLANEOUS – APPLICABLE TO ALL ELIGIBLE MUNICIPAL PROJECTS

11.1. Reporting Requirements. Municipality shall provide the following written reports to the Contract Administrator relating to each Eligible Municipal Project: (i) on a monthly basis, Monthly Utilization Reports (each an "MUR" regarding applicable CBE utilization (sent to OESBD with a copy to the Contract Administrator); (ii) on a calendar quarterly basis throughout the Fiscal Year, the Quarterly Municipal Projects Report using the form available at https://mapbroward.org/municipal-partners/municipal-surtax-program/; and (iii) on a calendar quarterly and annual basis, a Municipal Surtax Project Financial Report using the form available at https://mapbroward.org/municipal-partners/municipal-surtax-program/.

11.2. Contract Administrator Authority; Dispute Resolution; Escalation. The Contract Administrator is authorized to coordinate and communicate with Municipality to manage and supervise the performance of Municipality's Surtax Funding Agreement(s). Any determination by the Contract Administrator that is authorized under the Surtax Funding Agreement shall be binding on the Parties. Unless expressly stated otherwise in the Surtax Funding Agreement (including in these Standard T&Cs) or otherwise set forth in an applicable provision of the Broward County Code of Ordinances or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of the Surtax Funding Agreement. In the event of a dispute regarding performance of the Surtax Funding Agreement, both Parties stipulate and agree to expedited dispute resolution procedures as follows: if either Party provides notice of a dispute that has not yet been resolved by their respective staff despite diligent good faith efforts, the Contract Administrator and Project Manager (or such other appropriate representative(s) for each Party as may be designated in writing by that Party) shall meet in person or via videoconference within 10 business days after notice of the unresolved dispute and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies or such other authorized representatives for consideration. If either Party provides written notice of impasse, the Mayors or Vice-Mayors of County and Municipality shall meet in person or via videoconference within 10 business days and attempt in good faith to resolve the dispute and report potential resolutions to their respective governing bodies for consideration. Any resolution may only be approved in accordance with the applicable ordinances or policies of each Party (e.g., by the respective governing board(s) or chief administrator of the Party, etc.) to be effective. If either Party thereafter provides written notice of impasse, either Party may proceed to seek any available judicial remedies and the Parties agree and stipulate that the requirements of Chapter 164 shall be deemed fully met and both Parties waive and agree not to assert any

defense based upon failure to fully comply with the intergovernmental dispute resolution proceedings otherwise required under Chapter 164.

11.3. Notice. Unless otherwise stated herein, for notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses identified in the Application to these Standard T&Cs and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

11.4. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with the same. At the request of County, Municipality shall, in accordance with Applicable Law, respond to any request for public records received by County relating to the Surtax Funding Agreement. Any other public records request shall be responded to by the receiving Party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Any material submitted to County that Municipality, Contractor, or Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Municipality, Contractor, or Consultant, as applicable, must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, or other Applicable Law, including Section 119.071(1)(f), Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Municipality, Contractor, or Consultant as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Municipality, Contractor, or Consultant, as applicable. Municipality shall indemnify and defend, and shall require Contractor and Consultant to indemnify and defend, County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a public records request by a third party.

11.5. Independent Contractor. Each Party acknowledges and agrees that nothing in the 2025 ILA or the Surtax Funding Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or any Party and Contractor, Consultant, or any Subcontractor. No Party or its agents are authorized to act as officers, employees, or agents of any other Party. No Party shall have the right to bind any other Party to any obligation not expressly undertaken by that Party under a Surtax Funding Agreement.

11.6. Sovereign Immunity. County and Municipality are subdivisions of the State of Florida, as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity is deemed

waived under Applicable Law by the mere act of entering into the Surtax Funding Agreement, neither County nor Municipality is intending to waive any claim or defense or sovereign immunity. It is each Party's intent that they retain all immunities and defenses provided under Section 768.28, Florida Statutes.

11.7. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially benefit a third party by these Standard T&Cs or any other aspect of the Surtax Funding Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries and that no third party shall be entitled to assert a right or claim against either of them based upon the Surtax Funding Agreement or these Standard T&Cs.

11.8. Assignment. The Surtax Funding Agreement and any right or interest therein may not be assigned, transferred, subcontracted, or encumbered by Municipality without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of the Surtax Funding Agreement, these Standard T&Cs, and permit County to immediately terminate these Standard T&Cs, in addition to any other remedies available to County at law or in equity, all such remedies being cumulative.

11.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in the Surtax Funding Agreement (inclusive of these Standard T&Cs) was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation stated in the Surtax Funding Agreement is substantial and important to the formation of that agreement, and each is, therefore, a material term. County's or Municipality's failure to enforce any provision of the Surtax Funding Agreement or 2025 ILA shall not be deemed a waiver of such provision or modification. A waiver of any breach of a provision of the Surtax Funding Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification. To be effective, any waiver must be in writing, signed by an authorized signatory of the Party granting the waiver.

11.10. Compliance with Laws. Municipality and all Eligible Municipal Projects undertaken pursuant to a Surtax Funding Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.11. Representation of Authority. The Parties represent and warrant that the Surtax Funding Agreement (inclusive of these Standard T&Cs) constitutes the legal, valid, binding, and enforceable obligation of each Party, that entering into the Surtax Funding Agreement is within each Party's legal powers, and that each individual entering into the Surtax Funding Agreement on behalf of a Party is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

11.12. Severability. If any part of these Standard T&Cs is found to be unenforceable by any court of competent jurisdiction, or contrary to Applicable Law, that part shall be deemed severed from these Standard T&Cs and the balance of these Standard T&Cs shall remain in full force and effect.

11.13. Branding and Marketing. At County's request, Municipality shall participate in reasonable branding and marketing in the form and content prescribed by County, including but not limited to signage prominently acknowledging the surtax funding source of Eligible Municipal Projects, utilizing County-approved wording, logo, or other imagery, which branding and marketing will acknowledge the project contributions of County and Municipality. The costs for all branding and marketing requested by County will be fully funded by County. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of failure by Municipality to comply with this section shall not be a basis for withholding or nonpayment of Funding by County under a Surtax Funding Agreement.

11.14. Data Collection and Sharing. To the extent requested by County, Municipality shall ensure each Eligible Municipal Project includes incorporation and placement of sensors or other devices on municipal roads, rights of way, properties, and assets for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights of way, properties, or assets. The costs for any such incorporation and placement requested by County will be funded by County. Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the Project, to the extent requested by County, Municipality shall provide County access to such data as may be requested by County, including recurring or real-time access or periodic download. Provided Municipality cures any nonperformance within 30 days after notice by County, nonrecurring or isolated incidents of Municipality's failure to comply with this section shall not be a basis for withholding or nonpayment of funding by County under these Standard T&Cs.

11.15. Sale, Transfer, or Disposal of Surtax-Funded Property. Municipality shall not sell or otherwise transfer or dispose of its title, rights, or interests, or any portion thereof, in real property, facilities, or equipment, funded in any part by County under a Surtax Funding Agreement to private ownership without prior written approval from County, which may be withheld in its sole discretion. If a sale, transfer, or disposal occurs in violation of this section, unless otherwise agreed in writing by the Parties, Municipality shall pay County, within 90 days after the sale, transfer, or disposal, an amount equal to the greater of County's share of the fair market value or the straight-line depreciated value of the improvements plus land value. "County's share of the fair market value" as used herein means the percentage of surtax funding in the Project multiplied by the best obtainable price for the item, and the resulting product then reduced by reasonable sales costs. If the property has never been used for the intended purpose of the Project, Municipality shall pay the greater of County's share of the fair market value or the entire amount of surtax funding provided for the Project.

11.16. Joint Preparation. These Standard T&Cs have been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.17. Interpretation. The titles and headings contained in these Standard T&Cs are for reference purposes only and shall not in any way affect the meaning or interpretation of these

Standard T&Cs. All personal pronouns used in these Standard T&Cs shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. The terms "herein" and "hereof" refer to these Standard T&Cs as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of these Standard T&Cs, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.18. Priority of Provisions. Unless otherwise expressly stated in these Standard T&Cs, if there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in these Standard T&Cs (other than the 2025 ILA) and any provision of these Standard T&Cs, the Standard T&Cs shall prevail and be given effect. In the event of a conflict between these Standard T&Cs and the 2025 ILA (as the same may subsequently be amended), the 2025 ILA shall govern unless expressly stated otherwise in these Standard T&Cs with respect to a particular Eligible Municipal Project, in which case these Standard T&Cs shall prevail and be given effect.

11.19. Law, Jurisdiction, Venue, Waiver of Jury Trial. Section 7.5 of the 2025 ILA shall apply to any dispute between Parties associated with these Standard T&Cs, as well as in connection with any Eligible Municipal Project.

11.20. Amendments. Except for modifications to the Surtax Funding Agreement that may be administratively made as expressly provided for in these Standard T&Cs (e.g., non-material modifications that can be made with notice to the Contract Administrator and other modifications that can be made with Contract Administrator written approval, etc.), no modification, amendment, or alteration of an Application or these Standard T&Cs shall be effective unless contained in a written document executed by duly authorized representatives of County and Municipality.

11.21. Prior Agreements. These Standard T&Cs, the Application(s), and the 2025 ILA represent the final and complete understanding of the Parties regarding the applicable Eligible Municipal Projects and supersede all prior and contemporaneous negotiations and discussions regarding such matters. There is no commitment, agreement, or understanding concerning the relationship between County and Municipality relating to the applicable Eligible Municipal Project(s) identified in the Application submitted each Fiscal Year that are not contained in the aforementioned documents.

11.22. Payable Interest. County shall not be liable to pay any interest to any Municipality for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Municipality waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with these Standard T&Cs. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to Applicable Law. If this waiver of liability for interest is inapplicable or determined to be invalid or unenforceable, the Parties agree

that the annual rate of interest for which County may be liable (whether as prejudgment interest or for any other purpose) shall be, to the fullest extent permitted by Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.23. Incorporation by Reference. All Recital clauses stated above are true and correct and are incorporated in these Standard T&Cs by reference. All hyperlinked documents identified in these standard T&Cs are also incorporated into and made a part of these Standard T&Cs.

11.24. Survivability. Notwithstanding any expiration or termination of these Standard T&Cs, the following provisions shall survive expiration and termination: Section 2.2 (Municipal Responsibility for its Eligible Municipal Projects); Section 6.4 (Overpayments; Refunds); Section 6.8 (Project Closeout); Article 7 (Indemnification); Article 8 (Auditing); Section 11.4 (Public Records); Section 11.19 (Law, Jurisdiction, Venue, Waiver of Jury Trial); and Section 11.22 (Payable Interest).

11.25. Approvals. To be effective, any approval under these Standard T&Cs made by or on behalf of County, County Administrator, Contract Administrator, Project Manager, or other representative of any Party must be in writing.

1211878.2

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: 3/12/2026
SUBJECT: Approving a Purchase Order to Kimley Horn and Associates for Civil Engineering Design Services for Grant Funded Dykes Road Turn Lanes

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Recommendation
Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?
No

Strategic Priorities

A. Sound Governance

B. Enhanced Resource Management

D. Improved Infrastructure

Background
The Town of Southwest Ranches was awarded State and County grants to install turn lanes at all intersections along Dykes Road between Griffin Road and Stirling Road. The Town was appropriated $405,990 from the State Legislature and an additional $587,890 from the Broward County Surtax program for this project.

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

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

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

Surveying, design and construction engineering inspection (CEI) services are required to complete the project. The Town has continuing contracts with Kimley-Horn and Associates, Craven Thompson and Associates and Carnahan, Proctor and Cross. The Town desires to use Kimley-Horn for design services for $68,215, Craven Thompson for surveying services for $13,500, and Carnahan, Proctor and Cross for CEI services (cost to be determined based on design plans).

It is anticipated that permitting will be required from following jurisdictional regulatory agencies.
1. Broward County Highway Construction and Engineering Division (if required)
a. Roadway, paving, and traffic control systems for access
b. Signing and marking
2. South Broward Drainage District
a. Drainage

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

As per the grant agreements, construction must be completed by December 30, 2027.

Fiscal Impact/Analysis

Funds were appropriated in the FY 2025-2026 Adopted Budget from within the Transportation Fund (account #101-5100-541-63340 - Infrastructure Roadway Improvements).

State FDOT Funding:	$405,990
Broward Surtax Funding:	$587,890
Town Match:	$195,963
Total Project Cost:	$1,189,843

Anticipated project costs are below:
Kimley Horn Design Services: $68,215

Craven Thompson Surveying:	$13,500
Construction and CEI:	$1,108,128
	$1,189,843

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	3/5/2026	Resolution
Exhibit A - Kimley Proposal	2/25/2026	Exhibit

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RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER TO KIMLEY HORN AND ASSOCIATES, INC. TOTALING SIXTY-EIGHT THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND ZERO CENTS ($68,215.00) FOR DESIGN OF THE GRANT FUNDED TURN LANES ON DYKES ROAD, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Town was awarded Five Hundred Eighty-Seven Thousand Eight Hundred Ninety Dollars and Zero Cents ($587,890.00) from the Broward County Surtax program for this project; and

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

WHEREAS, the Town has a continuing contract for Engineering Services with Kimley Horn and Associates, Inc.; and

WHEREAS, the Town received a proposal from Kimley Horn and Associates, Inc., for the civil engineering services for the Dykes Road Turn Lanes in the amount of Sixty-Eight Thousand Two Hundred Fifteen Dollars and Zero Cents ($68,215.00); and

WHEREAS, these improvements must be completed by December 30, 2027; and

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

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

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

Section 2. The Town Council hereby approves a Purchase Order to Kimley Horn and Associates, Inc., for the civil engineering services in the amount of Sixty-Eight Thousand Two Hundred Fifteen Dollars and Zero Cents ($68,215.00) to complete the Dykes Road Turn Lanes Project as outlined in the proposal attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute a Purchase Order and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

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

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

_____
Steve Breitkreuz, Mayor

Attest:

_____
Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

_____
Keith Poliakoff, Town Attorney
1001.2026.025

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Exhibit A

Kimley»Horn

September 25, 2025

Rod Ley, P.E.
Public Works Director/Town Engineer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

Re: Dykes Road Turn Lanes Proposal
Civil Engineering Services
Southwest Ranches, FL

Dear Mr. Ley:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "Consultant", "We" or "Kimley-Horn"), in connection with the Town of Southwest Ranches' "Continuing Contract for Professional Engineering Services; RFQu No. 22-013" is pleased to submit this proposal to the Town of Southwest Ranches, (hereinafter referred to as "Client" or "Town") to provide professional civil engineering services and limited construction phase services associated with the installation of new turn lanes on Dykes Road (Project).

Project Understanding

The Town of Southwest Ranches is proposing new turn lanes at the following intersections with the Town:

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

At each location the Town desires a dedicated right turn lane for north bound traffic and a left turn lane for southbound traffic. The proposed improvements include milling and resurfacing, roadway construction, curbing, roadway striping and signage, and swale regrading. No work shall be proposed outside of the Town's right-of-way.

Project Assumptions

- The plans will be prepared using the survey provided by the Town (prepared by Craven and Thompson and Associates, Inc.), high resolution aerials and construction notes.
- This scope of services does not include the development of technical specifications. Design requirements will be reflected on the construction plans as notes and details according to Town of Southwest Ranches' requirements and design standards. Contract documents to be provided by the Town.

- This scope of services does not include drainage design, drainage calculations, or culvert improvements.
- Proposed curbing and pavement markings are associated with roadway improvements only. Review or modification of existing roadway pavement markings is not included in this scope of work.
- Maintenance of Traffic (MOT) and dewatering, if required, will be provided by the Contractor or others.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – SITE VISIT

As part of this Task, Kimley-Horn will provide the following:

1. Visit each intersection identified above one (1) time to truth the survey and verify the current asphalt and curbing conditions, and the existing site signing and marking.

TASK 2 – CONSTRUCTION PLANS

Kimley-Horn will perform engineering and design services for the preparation of construction plans and design requirements as notes on the plans. These construction plans shall consist of engineering drawings that will depict milling and resurfacing, roadway construction, curbing, roadway striping and signage, and swale regrading. Contract or "Front End" documents will be provided by the Town. Construction plans will be prepared to a level suitable to submit with permit applications for the Town's review.

During this Task Kimley-Horn will prepare the plans to be submitted for the three FDOT LAP required submittals (Initial, Constructability and Production).

During this task, the Consultant will perform the following:

- Tabulate anticipated construction items, quantities and pay item notes.
- Estimate construction time for contract purposes.
- Prepare an engineer's opinion of probable construction costs.
- Prepare a bid form that will list the separate pay items, estimated quantities, and units.

TASK 3 – PERMITTING

Kimley-Horn will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. Kimley-Horn will address comments for the regulatory agency submittals identified below.

1. **FDOT**
    a. LAP ERC

2. **Broward County Highway Construction and Engineering Division**
    a. Roadway, paving, and traffic control systems for access
    b. Signing and marking
3. **South Broward Drainage District**
    a. Drainage

No other agency approvals are included in this scope of services other than those identified above. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Town. Kimley-Horn is not responsible for extending time limited entitlements or permits. The Town shall provide all permit fees.

TASK 4 – BIDDING ASSISTANCE

It is our understanding that the Town will use a competitive bidding process to hire a contractor to construct the improvements. The Consultant shall consult with and advise the Town and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the Consultant shall review the bids and prepare a bid tabulation sheet for use in making the recommended award.

TASK 5 – LIMITED CONSTRUCTION PHASE SERVICES

This task assumes the Town will engage with a separate Construction Engineering Inspection (CEI) firm to manage the construction activities of the project and submit the FDOT LAP required documentation and Kimley-Horn will provide Limited Construction Phase Services to support the CEI. This scope of services is based on the Project being constructed in 180 calendar days.

There are five separate limited construction phase services sub tasks regarding the Project. The tasks are as follows:

1. **Clarifications and Interpretations**
2. **Construction Meetings**
3. **Construction Drawing Revisions**
4. **Final Notice of Acceptability of the Work.**
5. **Project Close Out**

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information (RFIs) that cannot be reasonably addressed by the CEI firm and issue necessary clarifications and interpretations to the selected CEI firm. CEI firm will distribute the RFI responses to the contractor. Any orders authorizing variations from the Contract Documents will be made only by Client.

Construction Meetings. Consultant will attend construction meetings on site (or virtually) as requested by the City. For this task, it is assumed that up to twelve (12) meetings will be required as part of this task.

Construction Drawing Revisions. Consultant will revise construction drawings and issue revisions, as needed, to address RFIs and unforeseen conditions.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents. Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Project Close Out. The Consultant will assist the Client in developing permit coordination packages to close out existing civil-related permits. Permit packages may require Client signatures, and all permit fees will be paid by the Client. The Consultant will review As-built drawings prepared, provided, and certified by the Contractor for incorporation into the permit close out packages.

TASK 6 – ADDITIONAL SERVICES

The consultant will provide, as requested and authorized by the Town, services that may be required in addition to those described in Tasks 1 through 5. These services may include but are not limited to such items as the following:

- Traffic Signal
- Hardscape and Landscape design
- Street lighting design/FPL coordination
- Additional meetings associated with Public Involvement or Town Council input.
- Traffic Studies or traffic engineering services

SCHEDULE

The Consultant will provide services as expeditiously as practicable to meet a mutually agreed upon schedule.

FEE AND BILLING

The consultant will accomplish the services outlined in Tasks 1 through 5 for the Lump Sum Fee of **$68,215** as outlined below. All permitting, application, and similar project fees if applicable will be paid directly by the Client.

TASK	DESCRIPTION	LABOR FEE
1	Site Visit	$2,530
2	Construction Plans	$42,830
3	Permitting	$7,050
4	Bidding Assistance	$3,895

5	Limited Construction Phase Services	$11,910
	LUMP SUM FEE	**$68,215**

If authorized by the Town, additional service will be billed hourly as needed.

CLOSURE

The terms and conditions of the Town of Southwest Ranches' "Continuing Contract for Professional Engineering Services; RFQu No. 22-013" shall govern this scope of services.

I appreciate this opportunity to submit this proposal. If you have any questions or need additional information, please contact me at (954) 535-5100.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Stefano Viola, P.E.
Senior Vice President

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muñiz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 3/12/2026
SUBJECT: 14251 Mustang Trail Pembroke Pines Water and Sewer 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
Luis Alberto Espinoza ("Owner") is the owner of a property lying within the Town of Southwest Ranches at 14251 Mustang Trail. The Owner is desirous of obtaining water and sewer services for the property; however, water services are not available from the Town of Southwest Ranches.

Pursuant to Resolution 2024-034, the homeowner previously received approval from the Town to connect to City of Sunrise approximately two years ago. However, the owner was unable to obtain a permit with the City of Sunrise. The City of Pembroke Pines, a neighboring municipality, has water services and is willing to provide said services to the Owner. This

connection will not cross other water utility lines.

The proposed Resolution states no objection to the City of Pembroke Pines providing water and sewer services to 14251 Mustang Trail, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

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

Fiscal Impact/Analysis
None.

Staff Contact:
Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	3/5/2026	Resolution
Agreement	3/6/2026	Agreement

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RESCINDING RESOLUTION NO. 2024-034 APPROVING THE OWNER'S REQUEST TO OBTAIN WATER AND SEWER SERVICE FOR 14251 MUSTANG TRAIL FROM THE CITY OF SUNRISE; CONSENTING TO THE CITY OF PEMBROKE PINES TO PROVIDE WATER AND SEWER SERVICE TO 14251 MUSTANG TRAIL, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL OCCUR WITHOUT THE TOWN'S WRITTEN CONSENT; PROVIDING FOR A CERTIFIED COPY TO BE FURNISHED TO THE CITY OF PEMBROKE PINES; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, pursuant to Resolution 2024-034, the homeowner previously received approval from the Town to connect to City of Sunrise water and sewer services, however, the owner was unable to obtain a permit with the City of Sunrise; and

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

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

WHEREAS, the Town of Southwest Ranches has confirmed the sewer connection will not cross other water utility lines; and

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

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

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

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

Section 2: The Town of Southwest Ranches, Florida hereby rescinds Resolution 2024-034.

Section 3: The Town of Southwest Ranches, Florida hereby consents to the City of Pembroke Pines providing water and sewer services to 14251 Mustang Trail, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

Section 4. A certified copy of this Resolution shall be provided to the City of Pembroke Pines.

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

[Remainder of page intentionally left blank]

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

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

_____
Steve Breitkreuz, Mayor

Attest:

_____
Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

_____
Keith Poliakoff, Town Attorney
1001.2026.024

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WATER AND OR SEWER AGREEMENT

FOR: _Luis Alberto Espinoza_____
(NAME OF OWNER)

LOCATION: 14251 Mustang Trail, SW Ranches, FL 33330_____

THIS AGREEMENT effective this ____day of _____, 2025, made and entered into by and between:

The Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and Luis Espinoza_, an individual with a property address of 14251 Mustang Trail, SW Ranches, FL 33330_, 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 and sewer service from the City of Pembroke Pines 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 _____, 2025.

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.

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

_____
_Luis Alberto Espinoza_____
_14251 Mustang Trail, Southwest Ranches, FL 33330_____

FOR THE TOWN OF SOUTHWEST RANCHES
Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

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

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____. He/She personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC, State of Florida

My commission expires:

Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

BY: _____
Steve Breitkreuz, Mayor

_____
Debra Ruesga, Town Clerk

Approved as to legal form:

_____
Keith Poliakoff, Town Attorney

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Exhibit A

(LEGAL DESCRIPTION OF PROPERTY)

The East one-half of the South one -half of Tract 42, in Section 3, Township 51 South, Range 40 East, of the EVERGLADES SUGAR LAND CO. SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 39of the Public Records of Miami-Dade County, Florida, said lands lying and being in Broward County, Florida, LESS the South 40 feet thereof for road right of way.

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Utility Systems (Internal Map)

Town of Southwest Ra...
swr2016

Legend

SWR Stormwater Structure

SWR Stormwater Gravity Mains

Pembroke Pines

Pembroke Pines - Sewer System Valves

Pembroke Pines - Sewer Manholes

Pembroke Pines - Lift Station

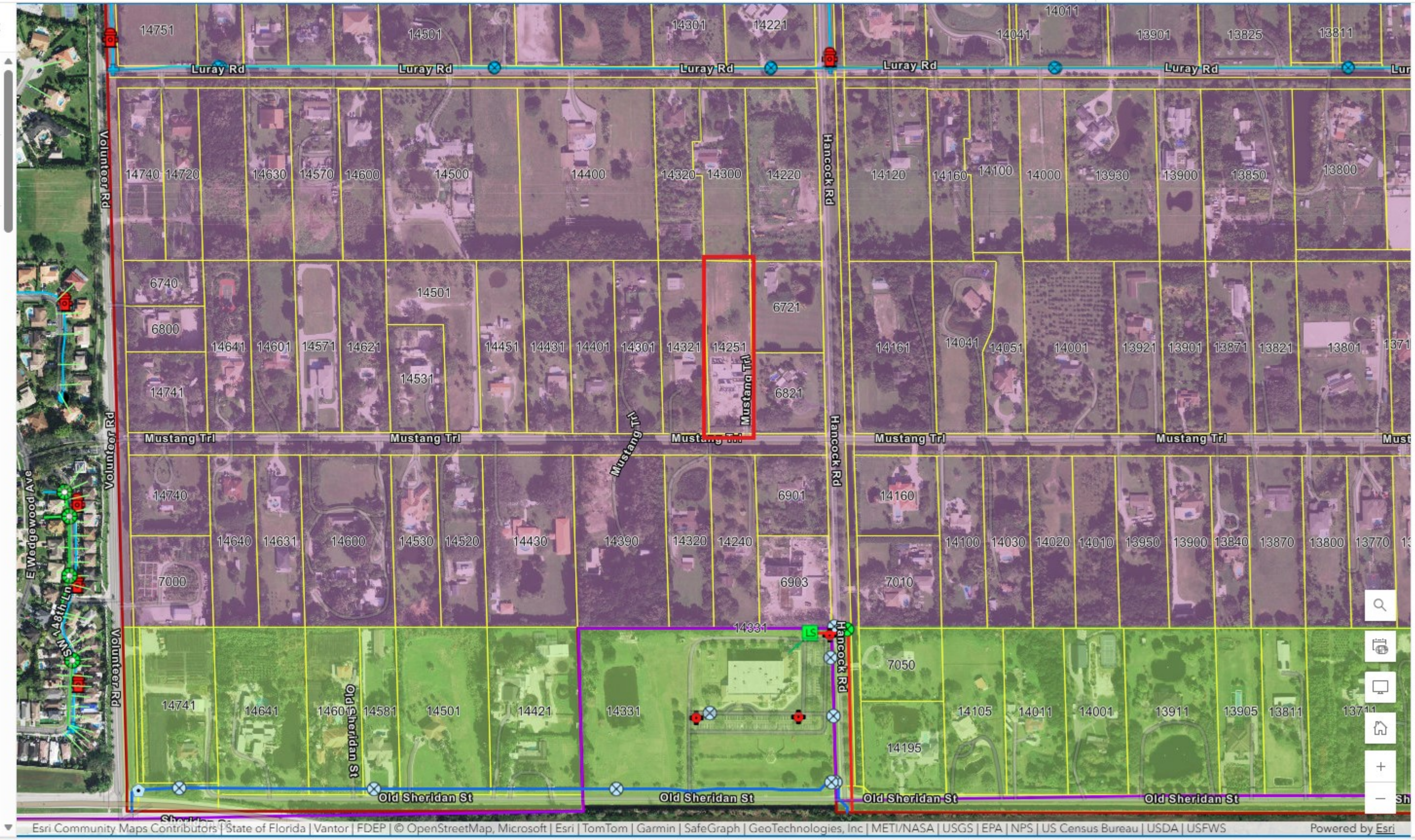
Pembroke Pines - Sewer Lateral

Pembroke Pines - Sewer Gravity Main

Pembroke Pines - Sewer Pressure Main

Pembroke Pines - Water Hydrants

Pembroke Pines - Water System Valves



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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 3/12/2026
SUBJECT: Resolution revising the Town's fee schedule

Recommendation
Town Council consideration for approval of the resolution.

Unanimous Vote of the Town Council Required?
No

Strategic Priorities

A. Sound Governance

B. Enhanced Resource Management

D. Improved Infrastructure

Background
On February 26, 2026, the Town Council adopted an ordinance on second reading which allows for special event notification to be the responsibility of the Town, which requires the need for an administrative fee to be paid by the special event applicant.

While reviewing the Town's Comprehensive Fee Schedule for inclusion of this administrative fee, it was decided to review the entire fee schedule to identify outdated Building and Zoning fees. The proposed fees align with fees from other municipalities represented by CAP Government/Bureau Veritas. Exhibit "A" to the resolution shows the current fee schedule and the proposed fee schedule.

Fiscal Impact/Analysis
A nominal increase may be shown in the general fund for notification fees but only to offset the cost of the production and physical notifications.

A nominal increase may be shown to the Building Revenue Fund, which offsets any increases in operational costs.

Staff Contact:
Russell Muñiz, Town Administrator
Emil Lopez, Town Financial Administrator
Julio Medina, Code Compliance/Zoning Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	3/5/2026	Resolution
Exhibit "A"	3/6/2026	Exhibit

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PROVIDING FOR AN AMENDED COMPREHENSIVE FEE SCHEDULE FOR BUILDING PERMIT FEES, ENGINEERING FEES, FIRE FEES, PLANNING FEES, AND ZONING FEES ASSOCIATED WITH PERMITTING AND INSPECTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance 2012-02 establishes that permit fees are set by resolution of the Town Council; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town to update and to consolidate all fee schedules for review of building permits and to establish fees for Building, Fire, Engineering, Planning, and Zoning review of permits and to include administrative, training and technology fees; and

WHEREAS, on April 28, 2022, the Town Council approved Resolution No. 2022-052, revising the comprehensive fee schedule to include technology fees and to update the fees charged for Building, Fire, Engineering, Planning, and Zoning; and

WHEREAS, it has been determined that certain fees necessary to fully recover the cost of some services provided should be updated to accurately reflect actual and/or anticipated time and costs, consequently another amended fee schedule has been established for such services; and

WHEREAS, the Town Council finds that it is in the best interest of the Town to adopt the amended and comprehensive permit fee schedule, Exhibit "A", in order to protect the health, safety, welfare and well-being of the Town, its residents and the environment.

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

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

Section 2. The Town Council hereby approves the amended Fee Schedule attached as Exhibit "A", which is incorporated herein by reference.

Section 3. **Severability**. If any word, phrase, clause, sentence, or section of this Resolution is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Resolution.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this __12TH__ day of __March__, 2026, on a motion made by _____ and seconded by _____.

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

_____
Steve Breitkreuz, Mayor

Attest:

_____
Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

_____
Keith Poliakoff, Town Attorney
1001.2026.021

EXHIBIT A

Fee Type	SWR - Current	SWR - Proposed
Structures		
Base Permit Fee (per structure per trade) plus applicable category below:	$0.00	
Building Permits - Residential	2.0% of Job Value	
Building Permits - Non-Residential (Less than $1 Million of Job Value)	2.25% of Job Value (Up to $5M)	
Building Permits - Non-Residential ($1 Million to less than $1.5 Million of Job Value)	2.0% of Job Value (>$5M to $10M)	
Building Permits - Non-Residential ($1.5 Million to less than $25 Million of Job Value)	1.85% of Job Value (>$10M to $25M)	
Building Permits - Non-Residential (More than $25 Million of Job Value)	1.5% of job value	
Minimum Permit Fee (per discipline) (Residential)	$ 100.00	
Minimum Permit Fee (per discipline) (Non-Residential)	$ 125.00	
Prototype Barn Review	$ 200.00	
Revisions or Shop Drawings (submitted after initial submittal -per discipline)	$ 75.00	$150.00
Temporary Tents and fabric canopies for special events and public events		
Under 500 sq. ft.	n/a	
Over 500 sq. ft.	$ 300.00	
Canopies		
Up to 500 sq. ft.	n/a	
500 sqw. Ft. to 1,000 sq ft.	$ 300.00	
Over 1,000 sq. ft.	$ 500.00	
Foundation Only Permit	2% of Job Value - Residential / 2.25% of Job Value Non-Residential	
Swimming Pools, spas, hot tubs, (including all trades)		
In ground single family residential pool	All Pools/Spas:	
Above ground single family residential pool	2% of Job Value - Residential / 2.25% of Job Value Non-Residential	
All other pools		
Spas - in ground independent of pool - Residential		
Spas - in ground independent of pool - Non-Residential		
Above ground (if permit required) - Residential		
Above ground (if permit required) - Non-Residential		
Above ground - no permit required		
Electrical, Plumbing, Structural and Mechanical Permit Fees, unless otherwise provided for herein		
Minimum base permit fee - Residential	$ 100.00	
Minimum base permit fee - Non-Residential	$ 125.00	
Work without a permit		

Fee Type	SWR - Current	SWR - Proposed
Double Permit Fee - Permit fees shall be paid whenever a permit shall be required under the provisions of the building code of the Town in accordnace with the foregoing schedule of fees. In the event any work for which a permit is required is started or proceeded with prior to the issuance of a permit by the duly authorized person, the permit application shall be liable for and pay to the Town a double permit fee for the work. The payment of the double permit fee shall be made before any further permits shall be issued to the person owing the double permit fee. The payment of the double permit fee shall not relieve any person from fully complying with the requirements specified by resolution or ordinance nor from any other penalties prescribed therein.	No Change - FBC	
First offense	Double the required permit fee	
Second offense	Double the required permit fee + $400.00 penalty	
Each offense thereafter	Double the required permit fee + $750.00 penalty	
Roofing (per sq. ft.)		
Residential	All Roofs:	
Up to 1,000 sq. ft.	2% of Job Value - Residential / 2.25% of Job Value Non-Residential	
1001 sq. ft to 2000 sq. ft		
each additional 1000 sq. ft or fraction thereof		
Non-Residential		
Up to 1,000 sq. ft.		
1001 sq. ft to 2000 sq. ft		
each additional 1000 sq. ft or fraction thereof		
Backflow Annual Test:	N/A	
Turn on Electrical Inspection Fee	**Temp for Test**	
Residential	$ 75.00	$125.00
Non-Residential	$ -	
Temporary Electrical Service	**Temporary Pole**	
Residential	$ 100.00	$125.00
Non-Residential	$ 125.00	
Additional Services and Refunds		
30 day Temporary CO - Residential		$500.00
30 day Temporary CO - Non Residential		$1,000.00
Certificate of Completion/Certificate of Occupancy~~/Temporary CO~~ - Residential (Within 5 days of submittal)	$ 75.00	$400.00
Certificate of Completion/Certificate of Occupancy~~/Temporary CO~~ - Non-Residential (Within 5 days of submittal)	$ 100.00	$600.00
~~Emergency CO (Within 24 hrs)~~	~~$ 250.00~~	eliminate - Town does not issue
~~CO - Same Day~~	~~$ 1,000.00~~	eliminate - Town does not issue
~~Electric Meter Release Certificate - Residential~~	~~Remove - Town does not perform~~	
~~Electric Meter Release Certificate - Non-Residential~~	~~Remove - Town does not perform~~	

Fee Type	SWR - Current	SWR - Proposed
Change of Contractor (per discipline) - Residential	$ 75.00	$150.00
Change of Contractor (per discipline) - Non-Residential	$ 100.00	$150.00
Permit card replacement - Residential	$ 75.00	
Permit card replacement - Non-Residential	$ 100.00	
Replacement plans - Residential	$ 100.00	
Replacement plans - Non Residential	$ 125.00	
Renewal of expired permit - for renewal within 6 months of permits expiration for the same permit, same plans on the same property, provided no refund has been made	50% of Original Fee (100% after six (6 months)	25 % within 3 months, 50% of Original Fee
Start Work Early Letter (Building Official Discretion)	$ 250.00	$500.00
Re-Inspections		
Residential (each per trade)	$ 100.00	$150.00
Non-Residential (each per trade)	$ 200.00	$150.00
~~Stand Alone Inspection~~	~~$ 75.00~~	eliminate - Town does not perform
Extensive Review & Overtime		
Extensive Plan Review (Per Hour) & (Per Discipline) when submitted more than 3 times	$ 200.00	
Overtime Inspector Request (per hour)	$100 (3 hour min.)	
Plans Examiner Request (per hour)	$125 (3 hour min)	
Building Official Request (per hour)	$ 150.00	
Fences and Walls	All fences and walls:	
Pre Cast Concrete (per lineal foot) - Residential	2% of Job Value - Residential / 2.25% of Job Value Non-Residential	
Pre Cast Concrete (per lineal foot) - Non-Residential		
Masonry Walls (per lineal foot) - Residential		
Masonry Walls (per lineal foot) - Non-Residential		
Minimum - Residential		
Minimum - Non-Residential		
All other types - Residential (per lineal foot)		
All other types - Non-Residential (per lineal foot)		
All other types - Minimum - Residential		
All other types - Minimum - Non-Residential		
County and State and Additional Fees	Actual Charge	
Purchase of Prototype Barn Architectural Drawings - Town Revenue	$ 150.00	
Administrative, Training, and Technology Fee (Residential Permits Only) - Town Revenue	10% of Total Building Fee - Not to Exceed $150	
Engineering Fees		
Addition, Residential > 1,000 sq. ft.	$ 400.00	
Addition, Residential > 1,000 sq. ft. - Resubmission Fee		
Addition, Residential < 1,000 sq. ft. < 50 ft, prop line		
Addition, Residential < 1,000 sq. ft. < 50 ft, prop line - Resubmission Fee		
Addition, Residential > 1,000 sq. ft. > 50 ft. prop line		
Addition, Residential > 1,000 sq. ft. > 50 ft. prop line - Resubmission Fee	$150 Resubmission Fee for all residential additions (After 3 Resubmittals cost $600)	
Addition, Non-Residential	$ 400.00	
Addition, Non-Residential - Resubmission Fee	$ 150.00	

Fee Type	SWR - Current	SWR - Proposed
Addressing: Single Family Site (one address)	*No Charge.	
Addressing: Single Family Development	*No Charge.	
Addressing: Non-Residential	*No Charge.	
Certificate of Conformity*	N/A	
Change of Contractor	$50	
Detached Ancillary Buildings > 1,000 sq. ft. (size change)	$ 300.00	
Detached Ancillary Buildings > 1,000 sq. ft. (size change) - Resubmission Fee		
Detached Ancillary Buildings < 1,000 sq. ft. < 50 ft. prop line		
Detached Ancillary Buildings < 1,000 sq. ft. < 50 ft. prop line - Resubmission Fee		
Detached Ancillary Buildings < 1,000 sq. ft. > 50 ft. prop line		
Detached Ancillary Buildings < 1,000 sq. ft. > 50 ft. prop line - Resubmission Fee	$150 (After 3 Resubmittals cost $600)	
Driveways, Walkways in ROW or w/grading	300	
Driveways, Walkways in ROW or w/grading - Resubmission Fee	150	
Engineering Review	$ 2,000.00	
Engineering Review - Resubmission Fee	$500 (After 3 times $2000)	
Excavation / Site Grading	$ 300.00	
Excavation / Site Grading - Penalty (per day)	$ 600.00	
Fences, Walls at property line	$ 125.00	
Fences, Walls in interior of property	Eliminate - Covered by Zoning	
Fill Permit - Level 1		
Fill Permit - Level 1 - Penalty	$ 75.00	
Fill Permit - Level 2	$ 75.00	
Fill Permit - Level 2 - Penalty	$ 150.00	
Fill Permit - Level 3	$ 150.00	
Fill Permit - Level 3 - Penalty (per day)	$250.00 (Unless found to be irreperable or irreversible in nature, in which case a fine may be imposed not to exceed $5,000)	
House or Guest House	$ 1,000.00	
House or Guest House - Resubmission Fee	$ 250.00	
Interior remodeling only	N/A	
Jack and Bore	$ 300.00	
Jack and Bore - Resubmission Fee	$ 100.00	
Landscape Plan Review & Inspection Non-Residential	N/A	
Light Pole - ROW & Easments	$ 150.00	
Light Pole - Resubmittal Fee	$75 (After 3 Resubmittals cost $300)	
Mobile Home, Construction Trailer	N/A	
Mobile Home, while SFR under construction	N/A	
Monopole Antennas (New)	N/A	
MOT Approval	$ 175.00	
Non-Residential - Site Plans	$ 2,500.00	
Non-Residential - Resubmittal Fee	$500 (After 3 Resubmittals cost $2,000)	
Open Permit Search	N/A	
Outdoor Events/Wayside Stands, 1st Time	N/A	
Outdoor Events/Wayside Stands, recurrence	N/A	
Paving Permit (Asphalt)	$ 200.00	
Revisions Fee	$ 300.00	
Reinspection Fee (Various)	$ 150.00	
Resubmittal Fee (Various)	$150 (After 3 Resubmittals cost $600)	

Fee Type	SWR - Current	SWR - Proposed
ROW	$ 150.00	
ROW easements- Dedication/Vacations	$ 100.00	
Sealcoat - Non Residential	$ 75.00	
Signs, free Standing		
Signs, wall mounted		
Slabs, Patios, Sports Courts (tennis, etc.)	$ 150.00	
Slabs, Patios, Sports Courts (tennis, etc.) - Resubmittal Fee	$ 75.00	
Swimming Pool < 50 ft. from prop line	$ 300.00	
Swimming Pool < 50 ft. from prop line - Resubmittal Fee	$150 (After 3 Resubmittals cost $600)	
Swimming Pool > 50 ft. from prop line	N/A	
Swimming Pool > 50 ft. from prop line - Resubmittal Fee	N/A	
Tree Removal / tree relocation (invasive)	N/A	
Tree Removal / tree relocation (non-invasive)	N/A	
Water Meter Connection, Review and insp.	$ 250.00	
Water Meter Connection, Review and insp. - Resubmittal Fee	$100 (After 3 Resubmittals cost $400)	
Prototype Barn Engineering Review	$ 50.00	
Planning Fees:		
Plats: Residential Single Family, per lot created	$ 4,750.00	
Plats: Non-Residential, per acre	$ 4,750.00	
Plats: Delegation Requests	$1,000 if Admin approval only; $3,250 if Council approval required.	
Certificates of Conformity* Base Fee	N/A Replaced by Waive of Plat Process	
Rezoning	$ 8,500.00	
Rezoning Utilizing Flexibility Rules	N/A Not used.	
Land Use Plan Amendments: Large or Small Scale	$ 9,250.00	
Variances: Base Fee	$ 4,500.00	
Variances: Each additional variance request above base fee	N/A	
Site Plan, new	$ 5,500.00	
Site Plan: Modification with Council Review	$ 5,250.00	
Site Plan: Minor Modification with No Council Review	$ 2,000.00	
Vacations of Easements or Rights of Way	Easements only (By Resolution) $4,500; ROW Only (By Ordinance) $6,250	
Zoning Letter: Residential	$250.00 - zoning, use confirm	
Zoning Letter: Non-Residential	$350.00 - substandard lot determ.	
Vested Rights/Letter of Determination	$ 1,750.00	
Waiver of Plat	$ 4,750.00	
Planning Proposed Fees		
Appeal of Administrative Decision	$ 3,250.00	
Special Exception	$ 5,750.00	
Traffic Study Review	$ 1,750.00	
Reasonable Accomodation	$ 4,250.00	
Development Agreement	$ 5,750.00	
Noncommercial Farm Exception (Administrative)	$ 250.00	
Noncommercial Farm Exception (Council)	$ 1,000.00	
Zoning Fees:		
New Single Family Home	$ 750.00	
Guest House	$ 500.00	

Fee Type	SWR - Current	SWR - Proposed
Residential Addition	$ 525.00	
Certificate of Conformity	N/A	
Certificate of Use - Residential	$80	
Certificate of Use - Non-Residential	$250	
Detached Ancillary Building	$ 185.00	
Prefab Shed	$ 75.00	
Driveways/Walkways	$ 135.00	
Enclosure on Existing Slab	$ 185.00	
Fences/Walls	$ 175.00	
Interior Remodeling (Including Garage Conversion)	$200 (Including Garage Conversion)	
Lighting (Non-Residential and Residential Subivision (Plats) - Requires Photometric Plan	$ 200.00	
Lighting - Residential (No Photometric required)	$ 150.00	
Mobile Home (SFR Under Const.)	$ 225.00	
Non-Residential	$ 1,500.00	
Commercial Outdoor Event/Wayside Stands~~, 1st Time~~	$ 265.00	365.00 (to include $100 notification fee)
~~Commercial Outdoor Event/Wayside Stands, Recurrent~~	~~$ 225.00~~	Eliminate (same fee as first time event)
Residential Outdoor Event/Wayside Stands~~, 1st Time~~	$ 75.00	175.00 (to include $100 notification fee)
~~Residential Outdoor Event/Wayside Stands, Recurrent~~	~~$ 25.00~~	Eliminate (same fee as first time event)
Residential Outdoor Event (Party) Less than 30 people	N/C	
Signs, Free Standing	$ 440.00	
Signs, Wall or Fence Mounted	$ 225.00	
Slabs, Patio, Sport Courts	$ 125.00	
Small Scale Structures (Generators and Awnings, Etc.)	$ 100.00	
Swimming Pool	$ 375.00	
Deck (If Part of Pool)	$ 50.00	
Fence (If Part of Pool)	$ 75.00	
Tree Removal/Tree Relocation (If Not Mandatory)	$ 150.00	
Clearing	$ 400.00	
Landscaping/Irrigation	$ 340.00	
Prototype Barn Zoning Review	$ 25.00	
Alcoholic Beverage License	No Charge	
Fire Department Fees (Non-Residential Only):		
Fire Standpipe (per test)		
Minimum Fee	$ 50.00	
Fee Per residential unit	$ 2.50	
Fee per 1,000 sq. ft. of gross floor area in non-residentail structures	$ 2.50	
Fire Sprinkler System (per test)		
Minimum Fee	$ 25.00	
Fee per 1,000 sq. ft of gross floor area	$ 3.50	
Fee per 1,000 sq. ft of gross floor area in excess of 50,00 sq. ft	$ 2.50	
Sprinkler System Backflow Preventor	$ 25.00	
Fire Alarm	$ 35.00	
Plan Review & Inspection		
First $50,000 of Contract Price	4.64%	
$50,001 to $1 Million of Contract Price	2.32%	
Over $1 Milion of Contract Price	1.74%	
Minimum Fee	$99.15	
Annual Fire Inspections		
Residential: Hotels, Multiple Family Dwelling Units (3 or More Units)		

Fee Type	SWR - Current	SWR - Proposed
Up to 50 Units (per unit)	$ 6.00	
51 to 100 Units (per unit)	$ 4.75	
101 or more Units (per unit)	$ 2.50	
Commercial Buildings (per building)	$ 50.00	
Commercial Occupancies: including all Businesses, Family Day Care, Group Homes, Institutional Living Facilities		
Up to 2.500 sq. ft.	$ 40.75	
2501 to 5000 sq. ft.	$ 66.75	
Each additional 1,000 sq. ft	$ 4.75	
Reinspection Fee	$ 30.00	
Building Permit Fees Last Reviewed May 12, 2016 via 2016-034		
Zoning Fees Last Reviewed November 18, 2021 via R-2022-016.		
Engineering Fees Last Reviewed March 12, 2012 via R-2012-031		
Planning Fees Last Reviewed December 6, 2007 via R2008-018		
Fees Last Reviewed April 28, 2022 via R2022-052		

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Debra Ruesga, Town Clerk
DATE: 3/12/2026
SUBJECT: 2026 Supervisor of Elections Municipal Election Agreement

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Recommendation
Town Council consideration to approve the resolution.

Unanimous Vote of the Town Council Required?
No

Strategic Priorities

A. Sound Governance

Background
Carrying out all tasks involved in administering a municipal election would place a significant burden on Town staff. To alleviate this, the Town has relied on the Broward County Supervisor of Elections ("Broward SOE") to conduct all previous elections.

Joe Scott, the Broward SOE, has requested that all municipalities using the Broward SOE for election services enter into a new agreement outlining the services to be provided and the responsibilities of each municipality. The Town of Southwest Ranches wishes to enter into this Agreement with the Broward SOE under the terms and conditions described herein.

Fiscal Impact/Analysis
While there is no costs associated with entering into this agreement, final election costs will be

based on a number of factors including number of ballot styles, charter questions, and number of poll workers assigned.

An estimate for the November elections has been provided by the SOE included herein as Exhibit A to the agreement.

Staff Contact:
Debra M. Ruesga, Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	3/5/2026	Resolution
Exhibit - Agreement	3/5/2026	Exhibit

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR MUNICIPAL ELECTIONS SERVICES; AUTHORIZING THE MAYOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, performing all of the services associated with conducting a municipal election would be a tremendous burden for Town staff; and

WHEREAS, the Town has utilized the services of the Broward County Supervisor of Elections ("Broward SOE") in all past elections to reduce that burden; and

WHEREAS, Joe Scott, the Broward SOE, has requested that all municipalities utilizing the Broward SOE to conduct their elections enter into a new agreement outlining the services they will perform and the Town's responsibilities; and

WHEREAS, the Town of Southwest Ranches desires to enter into this Agreement with the Broward SOE under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and the Broward SOE for municipal election services as outlined in the Agreement attached hereto, and incorporated herein by reference, as Exhibit "A".

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

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of March, 2026 on a motion by _____ and seconded by _____.

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

_____
Steve Breitkreuz, Mayor

Attest:

_____
Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

_____
Keith Poliakoff, Town Attorney
1001.2026.026

Exhibit A

MUNICIPAL ELECTIONS AGREEMENT

This Municipal Elections Agreement is between the Broward County Supervisor of Elections, a Broward County Constitutional Officer ("Supervisor"), and the Town of Southwest Ranches, a municipal corporation ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor's duties, functions, and responsibilities are the engagement, training, and assigning of Poll Workers (as hereinafter defined), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes.

B. Chapter 75-350, Laws of Florida (Special Acts 1975), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, and other matters affecting elections for all municipalities within Broward County, Florida.

C. Municipality is responsible for all costs associated with conducting any of its elections, including without limitation all "election costs" as defined in Section 97.021(15), Florida Statutes.

D. Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist Municipality in selecting and training Poll Workers and conducting municipal election(s) in Broward County, Florida. Municipality desires to delegate to Supervisor the power, duty, and authority to conduct Municipality's election(s) pursuant to the terms, conditions, and provisions of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable federal, state, county, municipal, or other government entity laws, rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapter 75-350, Laws of Florida (Special Acts of 1975), as amended, the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.

1.2. **Broward County Supervisor of Elections** or **Supervisor** means Joe Scott in his official capacity as the Broward County Supervisor of Elections or the then-current duly elected or appointed successor, as applicable.

1.3. **Election Fees** means all fees, costs, charges, and expenses associated with the Municipal Elections and Supervisor's performance of the Election Services, including without limitation

"election costs" as defined in Section 97.021(15), Florida Statutes, and amounts paid or due to Poll Workers.

1.4. **Election Services** means the duties, functions, obligations, and work required by Supervisor to conduct the Municipal Elections and any additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.5. **Municipal Election(s)** means the Municipality's elections within the scope of Article 2 of this Agreement or within the scope of any amendment to this Agreement.

1.6. **Poll Worker(s)** means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Locations on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on Supervisor's website at BrowardVotes.gov.

1.7. **Polling Location(s)** means a building, including any portion thereof, designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

1.8. **Stand-Alone Election(s)** means a municipal election held when only municipal races are on the ballot, or when no other federal or state election is being held.

ARTICLE 2. SCOPE OF ELECTION SERVICES

2.1. Municipal Elections. Municipality hereby engages Supervisor to perform Election Services in connection with the Municipal Elections scheduled to occur in November, 2026. If Municipality desires Supervisor to perform Election Services for any additional municipal elections ("Additional Elections"), the terms, conditions, and services relating to such Additional Elections shall be agreed to by both Parties and set forth in an amendment executed pursuant to the terms of this Agreement.

2.2. Cost Estimates. Supervisor has provided to Municipality, and Municipality acknowledges receipt of, the applicable schedule of Election Fees. A current estimate of the Election Fees associated with the applicable Municipal Elections is attached hereto as Exhibit A ("Cost Estimate"). The Cost Estimate is subject to adjustment based on the actual costs incurred by Supervisor and does not include other necessary costs as provided for in Section 3.8 of this Agreement, if any.

2.3. Final Invoice. For each Municipal Election, Supervisor will provide Municipality with a final invoice, which includes the actual Election Fees associated with the applicable Municipal Election, within six (6) months after the date of the applicable Municipal Election ("Final Invoice").

2.4. Polling Locations. Except as otherwise provided in Section 3.2 and Applicable Law, Supervisor shall select and designate Polling Locations (including early voting locations) in Supervisor's sole and absolute discretion.

2.5. Poll Workers. Except as otherwise provided by Applicable Law, Supervisor shall select, hire, assign, and train an appropriate number of Poll Workers for the Municipal Elections, as determined by Supervisor in Supervisor's sole and absolute discretion.

2.6. Payment of Poll Workers. Supervisor shall set the pay rate for Poll Workers and pay Poll Workers in accordance with Applicable Law.

2.7. County Voting System. Except as otherwise required by Applicable Law, Supervisor shall use Broward County's current voting equipment and systems in the performance of the Election Services, and Supervisor shall determine, in Supervisor's sole and absolute discretion, the manner in which to use such voting systems and the type and number of such equipment to be used for each applicable Municipal Election.

2.8. Vote by Mail. If the Municipal Elections will be conducted during a federal or state election, Supervisor shall provide vote by mail/absentee ballots to Municipality's residents in the same manner as the federal or state election pursuant to Applicable Law. Vote by mail ballots for any Stand-Alone Election shall be subject to Supervisor's sole and absolute discretion, and Municipality shall pay Supervisor for any fees and costs associated with any such vote by mail operations and materials.

ARTICLE 3. MUNICIPALITIES OBLIGATIONS

3.1. Supervisor's Compensation and Method of Payment. Except as otherwise provided in Exhibit A, Municipality shall pay Supervisor the Election Fees incurred and for any other necessary costs as provided for in Section 3.8 herein for each applicable Municipal Election. Municipality shall timely pay Supervisor all amounts invoiced by Supervisor within thirty (30) days after receipt of Supervisor's Final Invoice. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's authorized designee. Municipality's payment obligation includes all Election Fees incurred by Supervisor, including any other necessary costs as provided for in Section 3.8 herein, which may be in excess of the Cost Estimate attached as Exhibit A or otherwise provided to Municipality by Supervisor.

3.2. Polling Locations. Not less than sixty (60) days prior to the date of the applicable Municipal Election, Municipality may provide in writing to Supervisor proposed Polling Locations for such Municipal Election, which locations shall be subject to final review and approval by Supervisor. For Polling Locations proposed by Municipality, Municipality shall provide to Supervisor copies of the rental agreements or other documentation for the utilization of the Polling Locations consistent with the provisions of this section. For Municipal Elections conducted during a federal or state election, the Polling Locations will be determined and the terms for use negotiated by Supervisor in Supervisor's sole and absolute discretion.

3.2.1. Use of Polling Locations. For each applicable Municipal Election, Supervisor shall pay the rental costs and fees for the use of Polling Locations and such costs shall be included in the Election Fees set forth in the Cost Estimate and the Final Invoice for reimbursement by Municipality.

3.2.2. Municipality's Additional Responsibilities for Polling Locations. Municipality is responsible for: (a) providing any additional security requested by Municipality for the Polling Location(s); (b) fully cooperating with Supervisor to comply with any Applicable Law related to the Polling Location(s), including any standards or guidelines from the Florida Secretary of State; (c) ensuring compliance with Supervisor's then-existing security standards for Polling Locations; (d) entering into written use, license, or other rental agreements for the use of the sites on the terms and conditions set forth in any form(s) provided by Supervisor for such purpose or otherwise approved in advance by Supervisor; and (e) to the extent Municipality owns, leases, sublets, or otherwise operates the Polling Location, the repair and maintenance of the Polling Location(s) in good structural and safe condition in compliance with Applicable Law, including without limitation the Americans with

Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act and ensuring that the Polling Locations comply with all other Applicable Laws.

3.2.3. Polling Location Changes. Municipality shall be responsible for and shall pay all costs incurred by Supervisor as a result of any Polling Location changes requested by Municipality, including all costs associated with providing written notice to voters.

3.3. Cooperation with Supervisor. Municipality shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with Supervisor's performance of the Election Services and any other applicable duties and obligations under this Agreement.

3.4. No Legal Advice; Municipality's Responsible Person. Municipality shall be responsible for obtaining its own legal advice and determinations of Applicable Law related to the Municipal Elections, including candidate qualifications and eligibility, petitions, referendums, and special elections. Municipality acknowledges and agrees that Supervisor has no obligation to and expressly disclaims the provision of any legal advice, legal opinions, and legal guidance to Municipality in connection with the performance of Supervisor's obligations under this Agreement. Prior to each Municipal Election, Municipality shall identify in writing and provide to Supervisor the contact information for the Municipal Clerk or other municipal official(s) who shall act as Supervisor's point of contact for Municipality and who shall also be the municipal official responsible for ensuring the performance and oversight of Municipality's obligations under the Florida Election Code, and any municipal charter provision or ordinances in this Agreement with regard to the Municipal Election ("Municipality's Responsible Person"). Notwithstanding the foregoing, except as otherwise required by the Florida Election Code or other Applicable Law, Municipality agrees and acknowledges that Supervisor does not consent to and is not bound by any statute, municipal charter or ordinance that provides for the delegation of duties to Supervisor unless such duties are expressly provided for in this Agreement or consented to by Supervisor in writing. Except as otherwise required by Applicable Law, any obligations or duties not set forth in this Agreement shall be the sole responsibility of Municipality.

3.5. Candidate Qualifications and Signature Verifications. Subject to Applicable Law, Municipality shall be responsible for and shall conduct any municipal candidate qualifications, determinations of eligibility to run, and collection of any election assessments. Municipality shall accept and process all qualifying papers and fees from such candidates and Municipality shall promptly provide Supervisor with a list of all qualified candidates in the format required by Supervisor, at the end of the qualification period. If Municipality requires Supervisor to verify signatures for candidate qualifying petitions or any other petitions permitted under Applicable Law, Municipality shall pay Supervisor's fees and costs for such verifications and Supervisor shall perform such verifications in the same manner it performs verifications for state candidates, except as provided by Applicable Law.

3.6. Notifications and Election Ads Required by Law. Supervisor shall prepare and arrange for publication in English, Spanish and Creole all election advertising and notices required under the Florida Election Code, directives and guidance from the Florida Secretary of State, and applicable state and federal laws. For all other election advertising and public notices, including without limitation, applicable recount notices and any other required notices to candidates, political parties,

and political committees, Municipality shall be responsible for the preparation and publication in English, Spanish and Creole of all such materials.

3.7. Ballots; Other Election Material; and Translations. No later than the last day of Municipality's candidate qualifying period or such earlier date as required by Supervisor to timely prepare the ballots and perform the Election Services, Municipality shall promptly furnish to Supervisor all ballot information in English, Spanish, and Creole, including the name of the candidates as they are to appear on the ballot and any pronunciation guides, the name of Municipality, the name of the Municipal Election, the titles of office(s), and any referendum titles, explanations, or questions. Municipality shall be solely responsible for all translation costs. Further, Municipality agrees to promptly approve layout and ballot proof(s) provided by Supervisor, and Municipality shall be responsible for and shall ensure that all Municipal Election materials, including required notices and ballots, are accurate and legally sufficient.

3.8. Other Necessary Costs. Municipality shall reimburse Supervisor for any additional costs or fees not otherwise expressly provided for in this Agreement incurred as a result of the Municipal Election, including without limitation, costs associated with conducting a recount or runoff, attorneys' fees and costs incurred by Supervisor in any matter related to the Municipal Election, and costs caused by any negligence, mistake, or intentional act or omission by Municipality, its employees, officers, commissioners, or agents.

ARTICLE 4. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5. NOTICES AND PUBLIC RECORDS

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

Notices to Supervisor:

Attn: Joe Scott, Supervisor of Elections
4650 NW 21st Avenue
Fort Lauderdale, Florida 33309
E-mail: jscott@browardvotes.gov

With a copy to:

Broward County Attorney's Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

Notices to Municipality:

Attn: Debra M. Ruesga, Town Clerk (name and title)
Town of Southwest Ranches
13400 Griffin Road,Southwest Ranches, FL 33330
Email address: druesga@southwestranches.org

With a copy to:
Keith Poliakoff - Government Law Group
200 S. Andrews Avenue, STE 601, Ft. Lauderdale, FL 33301
Email address: keith@govlawgroup.com

5.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. In providing the Election Services, Supervisor does not assume and expressly disclaims any designation or delegation as custodian of Municipality's election records. In the event of an election contest or challenge, Supervisor agrees to cooperate in providing any public records that Supervisor maintains or otherwise controls.

ARTICLE 6. DISPUTES; GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

6.1. Dispute Resolution; Attorneys' Fees. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys' fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels.

6.2. Law, Jurisdiction, Venue, Waiver of Jury Trial. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida**. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 7. TERM; TERMINATION

7.1. Agreement Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be from the date of its full execution (the "Effective Date") until sixty (60) days after the election results has been certified, all vote processing equipment has been returned to

Supervisor's warehouse, and any post-election audit or reconciliation required under Applicable Law, has been completed for the last Municipal Election covered by this Agreement.

7.2. Termination for Convenience. Unless a Municipal Election is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, Supervisor shall be paid for the Election Fees incurred through the effective date of termination and any other necessary costs provided for in Section 3.8. The payment obligations of Municipality under this Agreement shall survive expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.2. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.3. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4. Amendments. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.5. No Third-Party Beneficiaries. Neither Supervisor nor Municipality intends to primarily benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6. Joint Preparation and Interpretation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise

requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

8.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

8.9. Independent Contractor. Supervisor is acting as an independent contractor for Municipality in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10. Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8.12. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and MUNICIPALITY, signing by and through its (name and title)_____ duly authorized to execute same.

SUPERVISOR

By: _____
Joe Scott, Broward County Supervisor of Elections

__day of _____, 202_

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

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MUNICIPAL ELECTIONS AGREEMENT

MUNICIPALITY

ATTEST:

_____
Debra M. Ruesga, City Clerk

By:_____
Steve Breitkreuz, Mayor

_____ day of_____, 202___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the Parties:

_____
Keith M. Poliakoff, J.D., City Attorney

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EXHIBIT A - Municipal Election Cost Estimate

Description	**Cost per registered voter in Municipality (per election)**
Election Fees for candidate only municipal elections held in conjunction with county, state, or federal elections:	$0
With Ballot Question(s) Each Extra Ballot Page Side	$2.79 $0.15 x number of registered voters
Stand-Alone Election (only municipal races, question(s) are on the ballot) Each Extra Ballot Page Side Optional Early Voting	$2.79 $0.15 x number of registered voters Number of days of early voting x ($2.49 x number of registered voters)
Estimate of Municipality's Total Number of Registered Voters as of (3/25/2025): 5,797	**Estimated Cost for 2026 March Election : _____** **Estimated cost with extra ballot pages:** **_____ with 1 extra page** **_____ with 2 extra pages** **Estimated Cost for 2026 November General Election :** 0 **_____** **Estimated cost with ballot question(s) plus extra ballot pages:** $16,173.63 **_____ at 2.79 per registered voter** $17,043.18 **_____ with 1 extra page** $17,912.73 **_____ with 2 extra pages**

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Debra M Ruesga, Town Clerk
DATE: 3/12/2026
SUBJECT: Amended Town Council Meeting Schedule

Recommendation
Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?
No

Strategic Priorities

A. Sound Governance

Background
The Town Council previously adopted Resolution No. 2026-009 approving the Town Council Meeting Schedule for calendar year 2026. The meeting dates for the month of May were incorrectly stated in Exhibit “A” of Resolution No. 2026-009. The Town Council desires to amend Resolution No. 2026-009 to correct the May meeting dates to reflect the accurate schedule.

Fiscal Impact/Analysis
N/A

Staff Contact:
Debra M Ruesga, Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	3/6/2026	Resolution

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2026-009 TO CORRECT THE MAY MEETING DATES IN THE APPROVED TOWN COUNCIL MEETING SCHEDULE FOR CALENDAR YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council previously adopted Resolution No. 2026-009 approving the Town Council Meeting Schedule for calendar year 2026; and

WHEREAS, the meeting dates for the month of May were incorrectly stated in Exhibit "A" of Resolution No. 2026-009; and

WHEREAS, the Town Council desires to amend Resolution No. 2026-009 to correct the May meeting dates to reflect the accurate schedule.

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

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

Section 2: Exhibit "A" of Resolution No. 2026-009 is hereby amended to correct the May meeting dates. The correct dates for May 2026 are May 14 and May 28.

Section 3: Except as amended herein, all other provisions of Resolution No. 2026-009 shall remain in full force and effect.

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

[Remainder of page intentionally left blank]

[Signatures on following page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of March, 2026, on a motion by _____ and seconded by _____.

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

_____
Steve Breitkreuz, Mayor

Attest:

_____
Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

_____
Keith M. Poliakoff, J.D., Town Attorney
1001.2026.023

Exhibit A

2026 Town Council Proposed Meeting Schedule

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

JANUARY	22
FEBRUARY	12, 26
MARCH	12, 26
APRIL	9, 23
MAY	~~7, 21~~ 14, 28
JUNE	11, 25
JULY	23
AUGUST	13, 27
SEPTEMBER	10, 24 (Tentative)
OCTOBER	8, 22
NOVEMBER	19
DECEMBER	10

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Amended

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 3/12/2026
SUBJECT: Discussion - Ordinance, Charter Amendment and Ballot Language for Council Member Compensation

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Recommendation

Staff is requesting direction from the Town Council regarding which ordinance best embodies the Council's intended language and approach prior to moving forward with the referendum process.

Strategic Priorities

A. Sound Governance

Background

The purpose of this agenda item is to present two versions of the proposed ordinance regarding the submission of a Charter amendment to referendum. The amendment concerns Article II, "Town Council; Mayor," Section 2.07, "Compensation; Reimbursement for Expenses," and is intended to be placed on the November 3, 2026 General Election ballot.
Two ordinance options are provided to allow the Town Council to review alternative wording approaches and determine which version most accurately reflects the Council's intent with respect to the proposed Charter amendment. After discussion, the Council may select the preferred ordinance for adoption, which will authorize placement of the Charter amendment question on the ballot.
Staff is requesting direction from the Town Council regarding which ordinance best embodies the Council's intended language and approach prior to moving forward with the referendum process.

Fiscal Impact/Analysis

Staff Contact:

ATTACHMENTS:

Description	Upload Date	Type
Option A - D	3/9/2026	Backup Material
Option B - S	3/9/2026	Backup Material

ORDINANCE NO. 2026-00

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE TOWN'S CHARTER; PROPOSING THE FOLLOWING AMENDMENT TO BE CONSIDERED ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT: TO AMEND Article II "TOWN COUNCIL; MAYOR" SECTION 2.07 "COMPENSATION; REIMBURSEMENT FOR EXPENSES" TO CREATE AN ALTERNATIVE MANNER FOR MODIFYING THE TOWN COUNCIL MEMBERS' AND MAYOR'S COMPENSATION; DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; SUBMITTING THE REFERENDUM TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, FOR THE 2026 GENERAL ELECTION; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VII, Section 7.02 (a)(1) of the Charter of the Town of Southwest Ranches provides that the Town Council may by Ordinance propose amendments to the Town's Charter; and

WHEREAS, upon passage of the initiating Ordinance the proposed amendment shall be submitted to a vote of the electors at the next general election; and

WHEREAS, in accordance with Section 7.02(c) of the Town's Charter, a sixty (60) percent vote or greater is required for adoption; and

WHEREAS, the Town Council desires its electorate to determine if the Town's Charter should be amended to create an alternative manner for the modification of the Town Council and Mayor's compensation; and

WHEREAS, the proposed amendment authorizes the Town Council to change the compensation of the Mayor and Town Council members through an ordinance adopted by a supermajority vote.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. The Town Council hereby directs the Town Administrator to prepare a referendum for the November 3, 2026 general election proposing an amendment to the Town's Charter, as set forth in Exhibit "A" attached, and in accordance with the Ballot Questions contained in Exhibit "B," attached hereto, with such changes as may be required by the Supervisor of Elections' Office to effectuate the intent of this Ordinance.

Section 3. The Town Council hereby directs the Town Administrator to seek approval from the Supervisor of Elections to place this proposed Charter Amendment on the general election ballot, to allow the Town's electorate to determine if the Charter should be amended.

Section 4. Codification.

It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Charter of the Town, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed

to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 5. Severability.

If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 6. Conflicts.

That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. Effective Date.

That this Ordinance shall take effect immediately upon adoption.

Signatures on Following Page

PASSED ON FIRST READING this ____ day of March, 2026 on a motion made by

_____ and seconded by _____,

PASSED AND ADOPTED ON SECOND READING this ____ day of April, 2026 on a

motion made by _____ and seconded by _____.

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

_____
Steve Breitkreuz, Mayor

Attest:

_____
Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

_____
Keith Poliakoff, Town Attorney
1001.2026.030

EXHIBIT "A"

CHARTER AMENDMENT

The Electorate shall be asked whether the Charter should be amended to effectuate the following change:

1. Section 2.07 – Compensation; reimbursement for expenses.

(a) The Council members shall be compensated at the rate of $1,000.00 per month. The Mayor shall be compensated at the rate of $1,250.00 per month. The amount of the Council's compensation can only be changed by an ordinance upon a super majority vote of the Town Council. ~~increased, above the previously stated amounts, by the electorate in a referendum held in conjunction with the even-numbered year general election. The Council may decrease its compensation by Ordinance at any time.~~ In addition to the aforementioned, the Council members and Mayor may participate in the Florida Retirement System, provided that the Town is not required to pay an additional amount for that Council member or Mayor's participation. The Mayor and Council shall receive reimbursements in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized travel and per diem expenses incurred in the performance of their official duties.

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EXHIBIT "B"

SAMPLE BALLOT QUESTION
GENERAL ELECTION
NOVEMBER 3, 2026

SOUTHWEST RANCHES
AMENDMENT # 1
COMPENSATION; REIMBURSEMENT FOR EXPENSES

Should the Charter of the Town of Southwest Ranches be amended to allow the Council's compensation to be changed by an ordinance upon the super majority vote of the Town Council?

Shall the above-described amendment be adopted?

YES []
NO []

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ORDINANCE NO. 2026-00

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE TOWN'S CHARTER; PROPOSING THE FOLLOWING AMENDMENT TO BE CONSIDERED ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT: TO AMEND Article II "TOWN COUNCIL; MAYOR" SECTION 2.07 "COMPENSATION; REIMBURSEMENT FOR EXPENSES" TO INCREASE THE COUNCIL MEMBERS' AND MAYOR'S COMPENSATION WHILE ALSO ADDING A MAXIMUM THREE PERCENT (3%) ANNUAL COST-OF-LIVING INCREASE BASED UPON THE CONSUMER PRICE INDEX FOR WAGE EARNERS AND CLERICAL WORKERS ("CPI-W"); DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; SUBMITTING THE REFERENDUM TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, FOR THE 2026 GENERAL ELECTION; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VII, Section 7.02 (a)(1) of the Charter of the Town of Southwest Ranches provides that the Town Council may by Ordinance propose amendments to the Town's Charter; and

WHEREAS, upon passage of the initiating Ordinance the proposed amendment shall be submitted to a vote of the electors at the next general election; and

WHEREAS, in accordance with Section 7.02(c) of the Town's Charter, a sixty (60) percent vote or greater is required for adoption; and

WHEREAS, the Town Council desires its electorate to determine if the Town's Charter should be amended to increase the Town Councils' and Mayor's compensation and provide an annual cost-of-living adjustment; and

WHEREAS, the proposed amendment modifies the Mayor's monthly compensation from $1,250.00 to $2,000.00 per month and the Council's compensation from $1,000.00 to $1,500.00 per month with an annual maximum three percent (3%) cost-of-living increase based upon the Consumer Price Index for Wage Earners and Clerical Workers ("CPI-W").

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. The Town Council hereby directs the Town Administrator to prepare a referendum for the November 3, 2026 general election proposing an amendment to the Town's Charter, as set forth in Exhibit "A" attached, and in accordance with the Ballot Questions contained in Exhibit "B," attached hereto, with such changes as may be required by the Supervisor of Elections' Office to effectuate the intent of this Ordinance.

Section 3. The Town Council hereby directs the Town Administrator to seek approval from the Supervisor of Elections to place this proposed Charter Amendment on

the general election ballot, to allow the Town's electorate to determine if the Charter should be amended.

Section 4. Codification.

It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Charter of the Town, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 5. Severability.

If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 6. Conflicts.

That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 7. Effective Date.

That this Ordinance shall take effect immediately upon adoption.

Signatures on Following Page

PASSED ON FIRST READING this ____ day of March, 2026 on a motion made by

_____ and seconded by _____,

PASSED AND ADOPTED ON SECOND READING this ____ day of April, 2026 on a

motion made by _____ and seconded by _____.

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

_____
Steve Breitkreuz, Mayor

Attest:

_____
Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

_____
Keith Poliakoff, Town Attorney
1001.2026.030

EXHIBIT "A"

CHARTER AMENDMENT

The Electorate shall be asked whether the Charter should be amended to effectuate the following change:

1. Section 2.07 – Compensation; reimbursement for expenses.

(a) The Council members shall be compensated at the rate of ~~$1,000~~ $1,500.00 per month. The Mayor shall be compensated at the rate of ~~$1,250.00~~ $2,000.00 per month with a maximum annual three percent (3%) cost-of-living increase based upon the Consumer Price Index for Wage Earners and Clerical Workers ("CPI-W"). The amount of the Council's compensation can only be increased, above the previously stated amounts, by the electorate in a referendum held in conjunction with the even-numbered year general election. The Council may decrease its compensation by Ordinance at any time. In addition to the aforementioned, the Council members and Mayor may participate in the Florida Retirement System, provided that the Town is not required to pay an additional amount for that Council member or Mayor's participation. The Mayor and Council shall receive reimbursements in accordance with applicable law, or as may be otherwise provided by ordinance, for authorized travel and per diem expenses incurred in the performance of their official duties.

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EXHIBIT "B"

SAMPLE BALLOT QUESTION
GENERAL ELECTION
NOVEMBER 3, 2026

SOUTHWEST RANCHES
AMENDMENT # 1
COMPENSATION; REIMBURSEMENT FOR EXPENSES

Should the Charter of the Town of Southwest Ranches be amended to increase the Council's monthly compensation from $1,000.00 to $1,500.00 and the Mayor's monthly compensation from $1,250.00 to $2,000.00, with a maximum annual three percent (3%) cost-of-living increase based upon the Consumer Price Index for Wage Earners and Clerical Workers?

Shall the above-described amendment be adopted?

YES []
NO []