



Southwest Ranches Town Council

REGULAR MEETING

Agenda of June 11, 2026

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

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

1. Call to Order/Roll Call

2. Pledge of Allegiance

Presentations

3. Presentation - UF Croc Docs - Invasive Species Educational Opportunity

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, RATIFYING THE APPROVAL OF THE PURCHASE OF REAL PROPERTY LOCATED AT 18211 AND 18221 SW 48 STREET, SOUTHWEST RANCHES, FL 33331 FROM MILAGROS TRADING CORP; RATIFYING THE AUTHORIZATION TO ENTER INTO A PURCHASE AND SALE AGREEMENT; WAIVING ANY AND ALL PROCUREMENT CODE REQUIREMENTS THAT MAY BE IN**

CONFLICT; RATIFYING THE AUTHORIZATION OF THE MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AUTHORIZING THE APPROPRIATE TOWN STAFF TO MAKE ANY AND ALL MODIFICATIONS TO THE AGREEMENT THAT MAY BE NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY TO ALLOW A TOWN-FUNDED LED MONUMENT SIGN TO BE LOCATED WITHIN BROWARD COUNTY'S RIGHT-OF-WAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. (LOCATED AT 13400 GRIFFIN ROAD)**
- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY TO ALLOW A TOWN-FUNDED LED MONUMENT SIGN TO BE LOCATED WITHIN BROWARD COUNTY'S RIGHT-OF-WAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. (LOCATED AT 16100 GRIFFIN ROAD)**
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING THE APPROVAL OF A PURCHASE ORDER TO PROFESSIONAL SERVICE INDUSTRIES, INC. TOTALING SEVENTY-ONE THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS AND NINE CENTS (\$71,556.09) FOR A PHASE TWO ENVIRONMENTAL SITE ASSESSMENT, RATIFYING THE AUTHORIZATION FOR THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**
- 13. Approval of Minutes**
 - a. March 12, 2026 Regular Meeting Minutes**
 - b. March 26, 2026 Regular Meeting Minutes**
- 14. Adjournment**

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



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

Town Council
Steve 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: 6/11/2026
SUBJECT: Purchase and Sale of Milagros Property

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

In accordance with the Public Safety Agreement between the Town of Southwest Ranches and the Town of Davie, the Town of Southwest Ranches has agreed to construct a new fire station in the Town before April 1, 2028.

Real property located at 18211 and 18221 SW 48 Street, meets all of the requirements necessary for the construction of a fire station. To meet certain deadlines and begin due diligence efforts, the Town Administrator executed the purchase and sale agreement for the property. The attached resolution ratifies this execution/approval of the agreement for the

property at a cost of \$3 million.

Fiscal Impact/Analysis

Staff Contact:

Russell Muñiz, Town Administrator
Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/5/2026	Resolution
Exhibit A	6/5/2026	Backup Material

RESOLUTION 2026 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING THE APPROVAL OF THE PURCHASE OF REAL PROPERTY LOCATED AT 18211 AND 18221 SW 48 STREET, SOUTHWEST RANCHES, FL 33331 FROM MILAGROS TRADING CORP; RATIFYING THE AUTHORIZATION TO ENTER INTO A PURCHASE AND SALE AGREEMENT; WAIVING ANY AND ALL PROCUREMENT CODE REQUIREMENTS THAT MAY BE IN CONFLICT; RATIFYING THE AUTHORIZATION OF THE MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AUTHORIZING THE APPROPRIATE TOWN STAFF TO MAKE ANY AND ALL MODIFICATIONS TO THE AGREEMENT THAT MAY BE NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the Public Safety Agreement between the Town of Southwest Ranches and the Town of Davie, the Town of Southwest Ranches has agreed to construct a new fire station in the Town before April 1, 2028; and

WHEREAS, the real property located at 18211 and 18221 SW 48 Street, meets all of the requirements necessary for the construction of a fire station; and

WHEREAS, the Town Council believes that entering into a Purchase and Sale Agreement with the Milagros Trading Corp for the above mentioned property in the amount of Three Million Dollars and Zero Cents (\$3,000,000.00) is in the best interest of the health, safety, and welfare of the Town's residents; and

WHEREAS, the purchase price is consistent with the appraised value;

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

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

Section 2: The Town Council hereby ratifies the approval of a Purchase and Sale Agreement between the Town of Southwest Ranches and the Milagros Trading Corp in the amount of Three Million Dollars and Zero Cents (\$3,000,000.00) for the real property located at 18211 and 18221 SW 48 Street, Southwest Ranches, FL 33331 in substantially the same form as that attached hereto as Exhibit "A".

Section 3: The Town Council hereby waives any and all Procurement Code requirements that may be in conflict.

Section 4: The Town Council hereby ratifies the authorization of the Mayor, Town Administrator, and Town Attorney to execute this Agreement.

Section 5: The Town Council hereby authorizes the appropriate Town Staff to make any such modifications, additions and/or deletions that may be necessary or proper to effectuate the intent of this Resolution.

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

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

Ranches, Florida, this _____ day of _____ 2026 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.051.2026

Commercial Contract

1. PARTIES AND PROPERTY: Town of Southwest Ranches ("Buyer")

agrees to buy and MILAGROS TRADING CORP ("Seller")

agrees to sell the property at:

Street Address: 18211 and 18221 SW 48 STREET, SOUTHWEST RANCHES FL 33331

Legal Description: Broward County Parcel ID Numbers: 504030000020 & 504030000030

and the following Personal Property: All fixtures, equipment, furnishings, and items of personal property, if any, owned by Seller located on or about the property

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 3,000,000.00

(a) Deposit held in escrow by: Government Law Group \$ 300,000.00
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 200 S. Andrews Ave., #601, Ft. Lauderdale, FL Phone: 954-909-0590

(b) Additional deposit to be made to Escrow Agent

☐ within ___ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ___ days after Effective Date \$ _____

(c) Additional deposit to be made to Escrow Agent

☐ within ___ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within ___ days after Effective Date \$ _____

(d) Total financing (see Paragraph 5) \$ _____

(e) Other \$ _____

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid
via wire transfer.

\$ 2,700,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before _____, this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or** _____. Calendar days, based on where the Property is located, will be used when computing all time periods. Other than time for acceptance and Effective Date as set forth above, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, ending or occurring on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed will extend to the next calendar day which is not a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

Buyer (LA) () and Seller (NR) () acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

(a) **Closing Date:** This transaction will be closed on 30 days from expiration of DueDiligencePeriod (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in Broward County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or \$_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____% with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter, not a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) N/A

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within 5 days after Effective Date or at least _____ days before Closing Date deliver to **Buyer** (check one) ☐ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date ☒ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed

Buyer ([Signature]) (_____) and **Seller** (N/A) (_____) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ **Seller** will, within 3 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

all leases, service contracts, rent rolls, and environmental reports

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ 0.00 (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 60 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**

Buyer (KA) (____) and **Seller** (NR) (____) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

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will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

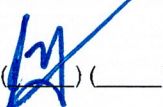
(a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

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(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of **Buyer's** deposit without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. If **Buyer** elects a deposit refund, **Seller** may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,

Buyer (LA) () and **Seller** (NR) () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

17. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☒ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller's Broker.

(Company Name)

(Licensee)

(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ Seller ☐ Buyer ☒ both parties pursuant to ☐ a listing agreement ☐ other (specify)

(b) Buyer's Broker.

Buyer () and Seller (NR) () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

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(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ other (specify)

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

- | | | |
|---|--|---|
| ☐ Arbitration | ☐ Seller Warranty | ☐ Existing Mortgage |
| ☐ Section 1031 Exchange | ☐ Coastal Construction Control Line | ☐ Buyer's Attorney Approval |
| ☐ Property Inspection and Repair | ☐ Flood Area Hazard Zone | ☐ Seller's Attorney Approval |
| ☐ Seller Representations | ☐ Seller Financing | ☐ Other _____ |

23. ADDITIONAL TERMS:

Buyer shall select the title agent.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer () (_____) and Seller (*NR*) (_____) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Town of Southwest Ranches

(Signature of Buyer) Russell Muniz Date: 4/28/2026

(Typed or Printed Name of Buyer) Russell Muniz Tax ID No.: 65-1036656

Title: Town Administrator Telephone: (954) 434-0008

(Signature of Buyer) _____ Date: _____

(Typed or Printed Name of Buyer) _____ Tax ID No.: _____

Title: _____ Telephone: _____

Buyer's Address for purpose of notice 13400 Griffin Rd, SWR, FL 33330

Facsimile: (954) 434-1490 Email: RMUNIZ@SOUTHWESTRANCHES.ORG
MILAGROS TRADING CORP

(Signature of Seller) [Signature] Date: 4/28/2026

(Typed or Printed Name of Seller) Nelson Rodriguez Tax ID No.: _____

Title: _____ Telephone: _____

(Signature of Seller) _____ Date: _____

(Typed or Printed Name of Seller) _____ Tax ID No.: _____

Title: _____ Telephone: _____

Seller's Address for purpose of notice: c/o Allen Franklin 8181 NW 154 St #120

Facsimile: 305-512-9490 Email: allen@franklinlw.com miami Lakes FL 33001

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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 Breitzkreuz, 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 Breitzkreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 6/11/2026
SUBJECT: Revocable License Agreement for LED Monument - RLA-2025-08 Sign at Town Hall

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town of Southwest Ranches has applied for a revocable license agreement with Broward County for the installation of an LED monument sign for communication purposes next to Town Hall property.

The sign will be constructed adjacent to Town Hall property located at 13400 Griffin Road, which is road right-of-way owned and maintained by Broward County.

Both Broward County and the Town desire to execute a formal Revocable License Agreement, to allow the Town to utilize Broward County's right-of-way for the sign.

Fiscal Impact/Analysis

No fiscal impact.

Staff Contact:

Russell Muñiz, Town Administrator

Kathryn Sims, Deputy Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/5/2026	Resolution
Exhibit A	6/5/2026	Backup Material

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY TO ALLOW A TOWN-FUNDED LED MONUMENT SIGN TO BE LOCATED WITHIN BROWARD COUNTY'S RIGHT-OF-WAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches has applied for a revocable license agreement with Broward County for the installation of an LED monument sign for communication purposes next to Town Hall property; and

WHEREAS, the sign will be constructed adjacent to Town Hall property located at 13400 Griffin Road, which is a road right-of-way owned and maintained by Broward County; and

WHEREAS, Revocable License Agreements are required to obtain a right-of-way use permit from Broward County; and

WHEREAS, both Broward County and the Town desire to execute a formal Revocable License Agreement, to allow the Town to utilize Broward County's right-of-way for the sign; and

WHEREAS, the Revocable License Agreement provides that the Town must maintain the sign; and

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

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

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

Section 2: Authorization. The Town Council hereby approves the Revocable License Agreement between the Town and Broward County to allow a sign to be located with Broward County's right-of-way, in substantially the same form as that attached hereto as Exhibit "A".

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

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

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

Ranches, Florida, this 11th day of June, 2026 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.062.2026



REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and Town of Southwest Ranches, a municipal corporation organized and existing under the laws of the State of Florida ("Town") (each a "Party" and collectively referred to as the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

RECITALS

A. The revocable license area as set forth in Exhibit A ("Revocable License Area") is a right-of-way located on Griffin Road.

B. County owns and controls the Revocable License Area and Griffin Road, both of which lie within the jurisdictional boundaries of Town.

C. Town seeks, and County is amenable to, Town's nonexclusive access and use of the Revocable License Area to make certain improvements in the Revocable License Area, as set forth in Exhibit B (the "Improvements"), and to maintain and repair the Improvements, as set forth in Exhibit C (the "Maintenance Obligations").

D. The Improvements and maintenance thereof will benefit the residents of both County and Town.

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. **Approved Plans** means the construction and installation documents and specifications depicting and defining the Improvements, including all materials to be installed in the Revocable License Area, as referenced in the plans submitted to and approved in writing by the Contract Administrator, and filed under Project Reference Number 250131503

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means the Director of the Broward County Highway Construction and Engineering Division, or written designee.

1.4. **Division** means the Broward County Highway Construction and Engineering Division.

ARTICLE 2. GRANT OF REVOCABLE LICENSE

2.1. County hereby grants to Town a revocable license for the limited, nonexclusive access and use of the Revocable License Area solely for the purposes of making the Improvements, performing the Maintenance Obligations, and taking other actions as may be required by this Agreement. The Improvements must meet County's Minimum Standards Applicable to Public

Right-of-Way Under Broward County Jurisdiction as described in Section 25.1, Exhibit 25.A, of the Broward County Administrative Code.

2.2. Other than for the purposes identified in this Agreement, Town may not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. Town may not use or permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any law, administrative rule, or regulation of any applicable governmental entity or agency.

2.3. County retains full and unrestricted access to the Revocable License Area at all times.

2.4. Throughout the duration of this Agreement, and notwithstanding any other term or condition of this Agreement, County retains the right in its sole discretion to modify, reconfigure, improve, convey, or abandon the Revocable License Area, and to make any improvements thereon. Specifically, Town acknowledges and agrees that the roadway, right-of-way area, and/or the Revocable License Area may be temporarily or permanently reconfigured, modified, or moved by County or its agents at any time without any liability to Town. County will provide Town with at least thirty (30) days' written notice of any such modification to the Revocable License Area to allow Town to remove or relocate the Improvements, which removal or relocation shall be at Town's sole expense.

2.5. This Agreement is merely a right to access and use and grants no estate in the Revocable License Area to Town or any other party.

ARTICLE 3. TOWN'S OBLIGATIONS

3.1. Town shall make application to the Division for a permit to perform the Improvements as set forth in the Approved Plans. Town may not proceed with the Improvements until all required permits have been issued and all permit conditions for commencement of the Improvements have been satisfied.

3.2. Town may not make any alterations to any previously permitted Improvements without first obtaining a permit from the Division and the written approval from the Contract Administrator for such alterations.

3.3. Town shall make the Improvements at its own expense and in full accordance with the Approved Plans and to the Contract Administrator's satisfaction. Town shall not be entitled to any compensation from County for making the Improvements.

3.4. Following Town's installation of the Improvements and County's approval of same (as set forth in Article 4), Town shall provide County with signed and sealed certified as-built drawings and warranties for all work performed as set forth in the Approved Plans.

3.5. Once the Improvements have been made, Town shall perform the Maintenance Obligations at its own expense and in accordance with the requirements set forth in Exhibit C. As part of the Maintenance Obligations, Town shall keep the Improvements and the Revocable License Area clean, sanitary, and in good condition consistent with industry-standard maintenance standards and techniques. The Maintenance Obligations shall include all repair and

replacement of materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents. Town shall promptly replace all defective or unsightly materials, as well as any materials that the Contract Administrator determines, in their reasonable discretion, should be replaced for safety reasons or because such materials would interfere with any County property or County operations. All replacements must be approved in writing in advance by the Contract Administrator.

3.6. If Town takes any action or makes any omission that causes or results in alteration or damage to County property, Town shall, at its own expense, restore such property to its condition before the alteration or damage. If Town fails to make such restoration within thirty (30) days after County's request, County may make the restoration and invoice Town for the costs thereof. Town shall pay such invoice within thirty (30) days after receipt.

3.7. If Town takes any action or makes any omission that causes or results in alteration to the Revocable License Area (or any materials on the Revocable License Area), which alteration is not specified in the Approved Plans, Town shall, at its own expense, restore the Revocable License Area to its condition before the alteration was made, or to such condition as approved in writing by the Contract Administrator. If Town fails to make such restoration within thirty (30) days after County's request, County may make the restoration and invoice Town for the costs thereof. Town shall pay such invoice within thirty (30) days after receipt.

3.8. If Town takes any action or makes any omission that causes or results in damage to the Revocable License Area (or any materials on the Revocable License Area), Town shall, at its own expense, repair such damage. If Town fails to make such repair within thirty (30) days after County's request, County may make the repair and invoice Town for the costs thereof. Town shall pay such invoice within thirty (30) days after receipt.

3.9. If any Improvements in the Revocable License Area are serviced by any utilities (including but not limited to electricity, water, sewage, or gas), Town shall be solely responsible for the cost of such utilities and shall establish its own billing account directly with each utility company.

3.10. If any Improvements in the Revocable License Area contain an irrigation or water pump system, Town shall maintain and repair same in compliance with the requirements set forth in Exhibit C and all applicable rules and regulations of the applicable South Florida Water Management District.

3.11. Town shall provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 7 of this Agreement), of any condition in the Revocable License Area that might present a risk of damage to the Revocable License Area or adjacent property or might pose a risk of injury to any person. Town shall contact the appropriate emergency services (fire rescue, police, Florida Power & Light, etc.) immediately upon identification of any potential risk of injury to any person and shall keep a written record of all contact made, including the person(s) with whom Town has communicated.

3.12. Town shall also provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 7 of this Agreement), of any damage to the Revocable License Area or any injury to any person in the Revocable License Area.

3.13. Town may retain a third party to make the Improvements and/or perform the Maintenance Obligations. If Town retains a third party for such purpose(s), Town shall enter into a written contract with the third party under which the third party must agree to make the Improvements and/or perform the Maintenance Obligations in accordance with the requirements of this Agreement. Town shall provide the Contract Administrator with a copy of any such contract(s) upon request by the Contract Administrator. Contracting with a third party as contemplated by this section shall not relieve Town of any of its obligations under this Agreement.

ARTICLE 4. COUNTY'S OBLIGATIONS

4.1. County shall review Town's application for permit to determine whether to issue a permit for the Approved Plans and shall issue a permit only if the Approved Plans comply with all applicable County permitting requirements.

4.2. County shall inspect the Improvements and may reject work that does not conform to the Approved Plans, as determined by County in its sole discretion.

4.3. After receiving signed and sealed certified as-built drawings that the Improvements are in conformance with the Approved Plans, and receiving a request for a final inspection, County shall perform a final inspection of the Improvements and notify Town of County's final approval or rejection of the Improvements.

4.4. County shall have no further obligations under this Agreement other than those stated in Section 2.1 and this article but may exercise any and all rights it has under this Agreement.

ARTICLE 5. RISK OF LOSS

All Improvements not permanently affixed to the Revocable License Area shall remain the property of Town, and all risk of loss for the Improvements (whether permanently affixed or not) shall be Town's risk alone. However, Town may not remove, replace, or alter any of the Improvements without the Contract Administrator's prior written consent and any required permitting.

ARTICLE 6. TERM AND TERMINATION

6.1. This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this article.

6.2. This Agreement may be terminated for cause by County if Town breaches any of its obligations under this Agreement and has not corrected the breach within thirty (30) days after receipt of written notice identifying the breach. In the event of any breach, County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice Town for the costs of the correction, or may terminate this Agreement. If County opts to correct the breach and invoice Town for the costs of correction, Town shall pay such invoice within thirty (30) days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.3. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County to Town, which termination date shall not be less than thirty (30) days after the date of such written notice. Town acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Town of such termination in accordance with this section.

6.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice to Town of such termination.

6.5. Upon termination of this Agreement, Town shall peaceably surrender the Revocable License Area.

6.6. Upon termination of this Agreement, Town shall remove all Improvements, materials, and equipment installed or placed in the Revocable License Area by Town within thirty (30) days after termination, unless the Contract Administrator, in writing, authorizes Town to leave any such Improvements, materials, or equipment in the Revocable License Area. In addition, Town shall be obligated to repair any damage to the Revocable License Area resulting from the removal of any Improvements, materials, and equipment. If Town fails to comply with any of these removal and/or repair obligations, County may perform the obligation and invoice Town for the cost thereof. Town shall pay such invoice within thirty (30) days after receipt. Any personal property remaining on the Revocable License Area after the termination of this Agreement shall be deemed to have been abandoned by Town and shall become the property of County.

6.7. Upon termination of this Agreement, Town shall restore the Revocable License Area to its condition before the installation of the Improvements or to such condition as approved in writing by the Contract Administrator. If Town fails to make any such restoration within thirty (30) days after termination, County may make such restoration and invoice Town for the costs thereof. Town shall pay such invoice within thirty (30) days after receipt.

6.8. County shall have no obligation to compensate Town for any loss resulting from or arising out of this Agreement including any resulting from or arising out of the termination of this Agreement.

6.9. If tree mitigation is required as a result of termination of this Agreement, Town must obtain a Broward County Environmental Licensing and Building Permitting Division, Tree Preservation Program license required by Chapter 27, Article XIV, Sections 27-401 through 27-414 of the Broward County Tree Preservation and Abuse Ordinance, as may be amended from time to time, to provide for relocation, removal, and replacement per the tree removal license requirements at Town's sole cost and expense.

6.10. Notice of termination shall be provided in accordance with Article 7 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 6.4 of this

Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Article 7 of this Agreement.

ARTICLE 7. NOTICES

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

FOR COUNTY:

Broward County Highway Construction and Engineering Division

Attn: Director

1 N University Dr, Ste 300B, Plantation, FL 33324-2038

Email address: rtornese@broward.org

FOR TOWN:

Town of Southwest Ranches

Attn: Kathryn Sims

13400 Griffin Road, Southwest Ranches, FL 33330

Email address: ksims@southwestranches.org

ARTICLE 8. INDEMNIFICATION

8.1. County and Town are entities subject to Section 768.28, Florida Statutes, as amended, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent required by Section 768.28. 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 any Party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

8.2. If Town contracts with a third party to perform any of Town's obligations under this Agreement, Town shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County, and all of Broward County's current, past, and future officers, agents, 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 this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by contractor, or any intentional, reckless, or negligent act or omission of contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement

(collectively, a “Claim”). If any Claim is brought against an Indemnified Party, contractor shall, upon written notice from Broward County, defend each Indemnified Party with counsel satisfactory to Broward County or, at Broward County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

8.3. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9. INSURANCE

9.1. Within five (5) days after request by County, Town must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Town holds any excess liability coverage, Town must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

9.2. If Town maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

9.3. The foregoing requirements shall apply to Town’s self-insurance, if any.

9.4. If Town contracts with one or more third parties to perform any of Town’s obligations set forth herein, Town shall require that each third party procure and maintain insurance coverage that adequately covers the third party’s exposure based on the services provided by that third party (and any subcontractors retained by the third party). Town must ensure that all such third parties name “Broward County, Florida” as an additional insured and certificate holder under the applicable insurance policies. Town shall not permit any third party to provide services required by this Agreement until the insurance requirements of the third party under this section are met. If requested by County, Town shall furnish evidence of all insurance required by this section.

9.5. County reserves the right, but not the obligation, to periodically review any and all insurance coverages required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1. Independent Contractor. Town is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship between the Parties. In performing under this Agreement, neither Town nor its agents shall act as officers, employees, or agents of County. Town has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

10.2. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County’s performance under this Agreement is as a Party to this

Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a Party to this Agreement.

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

10.4. Assignment and Performance. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by Town without the prior written consent of County, which consent may be withheld in County's sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

Town represents that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Town agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

10.5. 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. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will 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.

10.6. Compliance with Laws. Town shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. 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.

10.8. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

10.9. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," 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 of the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

10.10. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

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

10.12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

10.13. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits A, B, and C are incorporated into and made a part of this Agreement.

10.14. Representation of Authority. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

10.15. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

10.16. Time of the Essence. Time is of the essence for Town's performance of all obligations under 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, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____; and Town of Southwest Ranches, signing by and through its duly authorized representative.

County

ATTEST:

Broward County, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

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 _____
Jason Kruszka (Date)
Assistant County Attorney

By _____
Michael J. Kerr (Date)
Chief Counsel

JK/AAD
SW Ranches-Two Party RLA-2025-08 (GriffinRd-W of 133 Ave) final version
5/18/26

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
TOWN OF SOUTHWEST RANCHES**

Town

ATTEST:

Town of Southwest Ranches

Town Clerk

By _____
Mayor/Commissioner

(Print Name)

(Print Name and Title)

(SEAL)

____ day of _____, 20____

Town Manager

(Print Name)

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

By _____
Town Attorney

LOCATION MAP

SHEET 1 OF 1

SECTION 26, TOWNSHIP 50 SOUTH, RANGE 40 EAST

EXHIBIT A

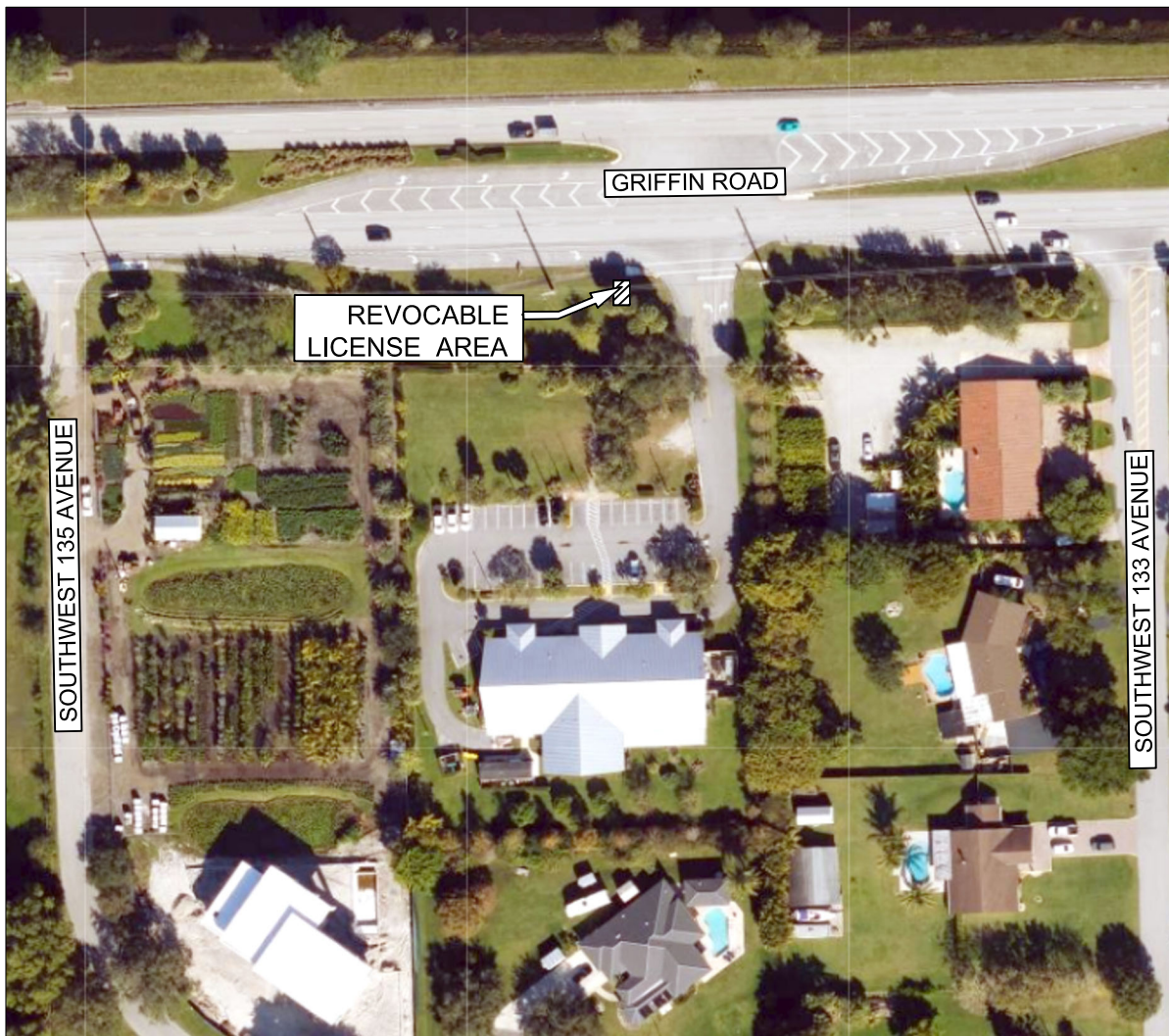
REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES

BROWARD COUNTY REFERENCE NO. 250131503



LEGEND:

 = REVOCABLE LICENSE AREA



Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not To Scale	SB	03/19/2026	JSS	03/19/2026	E:\RW\Location Map\Agreements\RLA-2025-08.dwg

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

FOR: TOWN OF SOUTHWEST RANCHES

EXHIBIT A
LEGAL DESCRIPTION OF
REVOCABLE LICENSE AREA
13400 GRIFFIN ROAD

NOTES:

TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY FLORIDA

1. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
3. THIS LEGAL DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORIZED BY CRAVEN THOMPSON & ASSOCIATES, INC. THERE COULD BE MATTERS OF RECORD THAT ARE NOT SHOWN HEREON.
4. THERE COULD BE EASEMENTS AND OTHER MATTERS OF RECORDS THAT ARE NOT SHOWN HEREON; FOR MORE INFORMATION SEE THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
5. THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.
6. THE BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING OF SOUTH 88°27'50" WEST ALONG THE NORTH LINE OF PARCEL A, WEST BROWARD CHRISTIAN CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 136, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. SEE SHEET 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

Digitally signed
by Richard
Crawford
Date: 2025.10.24
14:36:15 -0400

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.06 AND 5J-17.062, FLORIDA ADMINISTRATIVE CODE.

\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2025\25-0034-001-01 MONUMENT SIGN EASEMENTS\DRAWINGS\SKETCH_AND_DESC\25-0034-001_LICENSE AGREEMENT_13400

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D
ADD 5-FT LANDSCAPE BUFFER	10/10/25	RGC	RGC
REVISED SKETCH AND DESCRIPTION	10/23/25	AC	RGC



CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2024

JOB NO.: 25-0034-001	SHEET 1 OF 3
DRAWN BY: AC	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 07/21/2025

EXHIBIT A
SKETCH DESCRIPTION OF
REVOCABLE LICENSE AREA

13400 GRIFFIN ROAD
TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION: REVOCABLE LICENSE AREA

A PARCEL OF LAND BEING A PORTION OF GRIFFIN ROAD RIGHT-OF-WAY, FURTHER MORE BEING OF THAT CERTAIN DEDICATED RIGHT-OF-WAY PER PLAT, WEST BROWARD CHRISTIAN CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 136, PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL A OF SAID PLAT;

THENCE SOUTH 88°27'50" WEST, ALONG THE MOST NORTHERLY NORTH LINE OF SAID PARCEL A AND THE WESTERLY PROLONGATION THEREOF A DISTANCE OF 85.66 FEET;

THENCE NORTH 01°46'20" WEST, A DISTANCE OF 34.18 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°13'40" WEST, A DISTANCE OF 4.00 FEET;

THENCE NORTH 01°46'20" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 88°13'40" EAST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 01°46'20" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 88°13'40" WEST, A DISTANCE OF 2.00 FEET BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY FLORIDA, AND CONTAINING 60 SQUARE FEET, MORE OR LESS.

\\\\CTAFILE02\\SURVEY_PROJECTS\\PROJECTS\\2025\\25-0034-001-01 MONUMENT SIGN EASEMENTS\\DRAWINGS\\SKETCH_AND_DESC\\25-0034-001_LICENSE AGREEMENT_13400 GRIFFIN



CRAVEN • THOMPSON & ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYOR'S

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271

MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2025

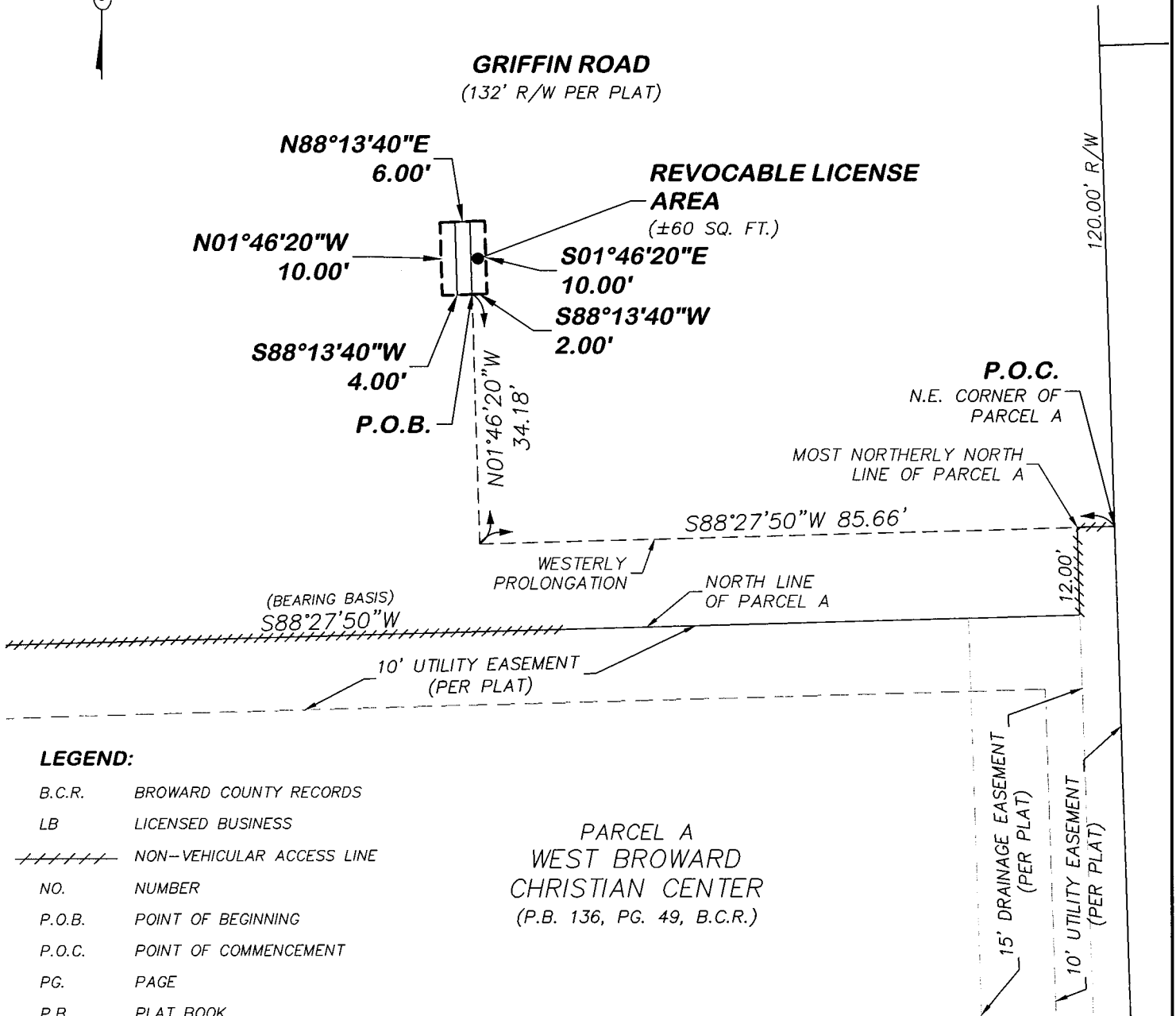
JOB NO.: 25-0034-001	SHEET 2 OF 3
DRAWN BY: AC	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 07/21/2025

EXHIBIT A
SKETCH DESCRIPTION OF
REVOCABLE LICENSE AREA

13400 GRIFFIN ROAD
TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA



GRIFFIN ROAD
(132' R/W PER PLAT)



\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2025\25-0034-001-01 MONUMENT SIGN EASEMENTS\DRAWINGS\SKETCH_AND_DESC\25-0034-001_LICENSE AGREEMENT_13400 GRIFFIN

CRAVEN • THOMPSON & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYOR'S 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2025	JOB NO.: 25-0034-001	SHEET 3 OF 3
	DRAWN BY: AC	F.B. N/A PG. N/A
	CHECKED BY: RGC	DATED: 07/21/2025

EXHIBIT B

Revocable License Agreement between Broward County and the Town of Southwest Ranches for the installation of Improvements within the Revocable License Area

Scope of Improvements

Installation of a monument sign and landscaping within the Revocable License Area.

All work will be according to the Approved Plans that are on file in Broward County Highway Construction and Engineering Division's Paving and Drainage Section. A full-sized set of plans are on file with Broward County Highway Construction and Engineering Division under Project Reference No. 250131503

It is a requirement that at least 50% of the landscaping shall be native species. Additionally, all landscaping shall be properly installed, maintained, and fertilized in accordance with the Broward County NatureScape program and Florida-Friendly Landscaping principles.

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EXHIBIT C

Broward County Highway Construction and Engineering Division Revocable License Agreement Minimum Maintenance Performance Requirements

General Requirements

Town shall provide maintenance in the Revocable License Area as described herein and in accordance with all articles of this Agreement. The specifications herein are the minimum standards and do not prevent the Town from performing additional measures necessary to ensure proper maintenance.

Sign Maintenance Specifications:

- Damage to signs must be repaired within thirty (30) days of notification to the Town.
- Damage to signs that may pose a safety hazard to the public must be repaired or remediated within twenty-four (24) hours of notification to the Town.
- Repair and replace all damaged, deficient, unsafe, or non-functional materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents.
- Promptly replace all defective or unsightly materials or sign components, as well as materials and sign components that the Contract Administrator determines, in his/her reasonable discretion, should be replaced for safety and/or aesthetic reasons or because such materials would interfere with any County property or County operations. All replacements must be approved in writing by the Contract Administrator.

Landscape and Irrigation Maintenance Specifications for any landscape and irrigation located within the Revocable License Area:

- Fertilize all vegetation on a routine timeframe to meet the requirement of each plant species.
- Maintain all vegetation free from disease. Monitor and control undesirable insects and ant mounds.
- Mulch the vegetation beds and keep them free from weeds. All mulched areas shall be replenished at a minimum of once a year. Mulch shall be maintained to a depth of three (3) inches. The preferred type of mulch is shredded melaleuca or pine bark.
- Cut the grass and trim all plant material, including ground cover, shrubs, plants, bases of palms and hedges, at an appropriate interval to maintain a neat and proper appearance.
- Prune all plants to remove all dead or diseased parts of plants and all parts of plants that block or obscure motorist line of sight to/from side street.
- Remove and replace all vegetation that is dead or diseased with new vegetation. Ensure that the new vegetation is of the same grade as specified in the original approved plans and specifications and the same size as those existing at the time of replacement.
- Remove litter and illegal dumping from the Revocable License Area.
- Maintain shrubs at a maximum height of twenty-four (24) inches to ensure sight visibility per Florida Department of Transportation/Broward County guidelines.
- At the completion of landscape trimming/mowing, all trimmed material, along with any trash/litter within the Revocable License Area shall be removed from the site.
- Town must address landscape deficiencies within thirty-six (36) hours following notification to the Town.
- Maintain irrigation in working order, including the maintenance and replacement of pumps, pipes, and sprinkler heads.
- Adjust all heads for proper operation and direction to prevent spray into or across roadways, walkways, or other vehicular or pedestrian areas.

- Clear grass, debris, or vegetation that may hinder the operation of the sprinkler heads.
- Clear vegetation from valve boxes. Maintain valve box visibility and access at all times.
- Inspect irrigation system for clogged or improperly adjusted nozzles and spray heads. Adjust heads and/or replace heads as needed.
- Replace broken pipes, solenoids, electric valves, rain sensor heads, and all other related parts that may negatively impact the irrigation system.
- Inspect and refill rust inhibitor tank(s) to prevent the development of rust stains on hard surfaces.
- Repairs to the irrigation system must be completed within twenty-four (24) hours of notification to the Town.



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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 6/11/2026
SUBJECT: RLA for LED Monument Sign at Dykes and Griffin RLA-2025-10

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town of Southwest Ranches has applied for a revocable license agreement with Broward County for the installation of an LED monument sign for communication purposes at 16100 Griffin Road (the southwest corner of Dykes Road and Griffin Road).

Both Broward County and the Town desire to execute a formal Revocable License Agreement, to allow the Town to utilize Broward County's right-of-way for the sign.

Fiscal Impact/Analysis

No fiscal impact.

Staff Contact:

Russell Muñiz, Town Administrator

Kathryn Sims, Deputy Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/8/2026	Resolution
Exhibit A	6/5/2026	Backup Material

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY TO ALLOW A TOWN-FUNDED LED MONUMENT SIGN TO BE LOCATED WITHIN BROWARD COUNTY'S RIGHT-OF-WAY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches has applied for a revocable license agreement with Broward County for the installation of an LED monument sign for communication purposes at 16100 Griffin Road (the southwest corner of Dykes Road and Griffin Road); and

WHEREAS, the sign will be constructed at 16100 Griffin Road (the southwest corner of Dykes Road and Griffin Road), which is road right-of-way owned and maintained by Broward County; and

WHEREAS, Revocable License Agreements are required to obtain a right-of-way use permit from Broward County; and

WHEREAS, both Broward County and the Town desire to execute a formal Revocable License Agreement, to allow the Town to utilize Broward County's right-of-way for the sign; and

WHEREAS, the Revocable License Agreement provides that the Town must maintain the sign; and

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

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

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

Section 2: Authorization. The Town Council hereby approves the Revocable License Agreement between the Town and Broward County to allow a sign to be located with Broward County's right-of-way, in substantially the same form as that attached hereto as Exhibit "A".

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

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

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

Ranches, Florida, this 11th day of June, 2026 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

1001.065.2026



REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES

This Revocable License Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and Town of Southwest Ranches, a municipal corporation organized and existing under the laws of the State of Florida ("Town") (each a "Party" and collectively referred to as the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

RECITALS

A. The revocable license area as set forth in Exhibit A ("Revocable License Area") is a right-of-way located on Griffin Road.

B. County owns and controls the Revocable License Area and Griffin Road, both of which lie within the jurisdictional boundaries of Town.

C. Town seeks, and County is amenable to, Town's nonexclusive access and use of the Revocable License Area to make certain improvements in the Revocable License Area, as set forth in Exhibit B (the "Improvements"), and to maintain and repair the Improvements, as set forth in Exhibit C (the "Maintenance Obligations").

D. The Improvements and maintenance thereof will benefit the residents of both County and Town.

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. **Approved Plans** means the construction and installation documents and specifications depicting and defining the Improvements, including all materials to be installed in the Revocable License Area, as referenced in the plans submitted to and approved in writing by the Contract Administrator, and filed under Project Reference Number 250318501

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means the Director of the Broward County Highway Construction and Engineering Division, or written designee.

1.4. **Division** means the Broward County Highway Construction and Engineering Division.

ARTICLE 2. GRANT OF REVOCABLE LICENSE

2.1. County hereby grants to Town a revocable license for the limited, nonexclusive access and use of the Revocable License Area solely for the purposes of making the Improvements, performing the Maintenance Obligations, and taking other actions as may be required by this Agreement. The Improvements must meet County's Minimum Standards Applicable to Public

Right-of-Way Under Broward County Jurisdiction as described in Section 31.1, Exhibit 31.A, of the Broward County Administrative Code.

2.2. Other than for the purposes identified in this Agreement, Town may not use the Revocable License Area for any other purpose whatsoever without written amendment of this Agreement executed with the same formalities as this Agreement. Town may not use or permit the Revocable License Area to be used in any manner that will violate the terms of this Agreement or any law, administrative rule, or regulation of any applicable governmental entity or agency.

2.3. County retains full and unrestricted access to the Revocable License Area at all times.

2.4. Throughout the duration of this Agreement, and notwithstanding any other term or condition of this Agreement, County retains the right in its sole discretion to modify, reconfigure, improve, convey, or abandon the Revocable License Area, and to make any improvements thereon. Specifically, Town acknowledges and agrees that the roadway, right-of-way area, and/or the Revocable License Area may be temporarily or permanently reconfigured, modified, or moved by County or its agents at any time without any liability to Town. County will provide Town with at least thirty (30) days' written notice of any such modification to the Revocable License Area to allow Town to remove or relocate the Improvements, which removal or relocation shall be at Town's sole expense.

2.5. This Agreement is merely a right to access and use and grants no estate in the Revocable License Area to Town or any other party.

ARTICLE 3. TOWN'S OBLIGATIONS

3.1. Town shall make application to the Division for a permit to perform the Improvements as set forth in the Approved Plans. Town may not proceed with the Improvements until all required permits have been issued and all permit conditions for commencement of the Improvements have been satisfied.

3.2. Town may not make any alterations to any previously permitted Improvements without first obtaining a permit from the Division and the written approval from the Contract Administrator for such alterations.

3.3. Town shall make the Improvements at its own expense and in full accordance with the Approved Plans and to the Contract Administrator's satisfaction. Town shall not be entitled to any compensation from County for making the Improvements.

3.4. Following Town's installation of the Improvements and County's approval of same (as set forth in Article 4), Town shall provide County with signed and sealed certified as-built drawings and warranties for all work performed as set forth in the Approved Plans.

3.5. Once the Improvements have been made, Town shall perform the Maintenance Obligations at its own expense and in accordance with the requirements set forth in Exhibit C. As part of the Maintenance Obligations, Town shall keep the Improvements and the Revocable License Area clean, sanitary, and in good condition consistent with industry-standard maintenance standards and techniques. The Maintenance Obligations shall include all repair and

replacement of materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents. Town shall promptly replace all defective or unsightly materials, as well as any materials that the Contract Administrator determines, in their reasonable discretion, should be replaced for safety reasons or because such materials would interfere with any County property or County operations. All replacements must be approved in writing in advance by the Contract Administrator.

3.6. If Town takes any action or makes any omission that causes or results in alteration or damage to County property, Town shall, at its own expense, restore such property to its condition before the alteration or damage. If Town fails to make such restoration within thirty (30) days after County's request, County may make the restoration and invoice Town for the costs thereof. Town shall pay such invoice within thirty (30) days after receipt.

3.7. If Town takes any action or makes any omission that causes or results in alteration to the Revocable License Area (or any materials on the Revocable License Area), which alteration is not specified in the Approved Plans, Town shall, at its own expense, restore the Revocable License Area to its condition before the alteration was made, or to such condition as approved in writing by the Contract Administrator. If Town fails to make such restoration within thirty (30) days after County's request, County may make the restoration and invoice Town for the costs thereof. Town shall pay such invoice within thirty (30) days after receipt.

3.8. If Town takes any action or makes any omission that causes or results in damage to the Revocable License Area (or any materials on the Revocable License Area), Town shall, at its own expense, repair such damage. If Town fails to make such repair within thirty (30) days after County's request, County may make the repair and invoice Town for the costs thereof. Town shall pay such invoice within thirty (30) days after receipt.

3.9. If any Improvements in the Revocable License Area are serviced by any utilities (including but not limited to electricity, water, sewage, or gas), Town shall be solely responsible for the cost of such utilities and shall establish its own billing account directly with each utility company.

3.10. If any Improvements in the Revocable License Area contain an irrigation or water pump system, Town shall maintain and repair same in compliance with the requirements set forth in Exhibit C and all applicable rules and regulations of the applicable South Florida Water Management District.

3.11. Town shall provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 7 of this Agreement), of any condition in the Revocable License Area that might present a risk of damage to the Revocable License Area or adjacent property or might pose a risk of injury to any person. Town shall contact the appropriate emergency services (fire rescue, police, Florida Power & Light, etc.) immediately upon identification of any potential risk of injury to any person and shall keep a written record of all contact made, including the person(s) with whom Town has communicated.

3.12. Town shall also provide the Contract Administrator with immediate verbal notice, followed by prompt written notice (in the manner set forth in Article 7 of this Agreement), of any damage to the Revocable License Area or any injury to any person in the Revocable License Area.

3.13. Town may retain a third party to make the Improvements and/or perform the Maintenance Obligations. If Town retains a third party for such purpose(s), Town shall enter into a written contract with the third party under which the third party must agree to make the Improvements and/or perform the Maintenance Obligations in accordance with the requirements of this Agreement. Town shall provide the Contract Administrator with a copy of any such contract(s) upon request by the Contract Administrator. Contracting with a third party as contemplated by this section shall not relieve Town of any of its obligations under this Agreement.

ARTICLE 4. COUNTY'S OBLIGATIONS

4.1. County shall review Town's application for permit to determine whether to issue a permit for the Approved Plans and shall issue a permit only if the Approved Plans comply with all applicable County permitting requirements.

4.2. County shall inspect the Improvements and may reject work that does not conform to the Approved Plans, as determined by County in its sole discretion.

4.3. After receiving signed and sealed certified as-built drawings that the Improvements are in conformance with the Approved Plans, and receiving a request for a final inspection, County shall perform a final inspection of the Improvements and notify Town of County's final approval or rejection of the Improvements.

4.4. County shall have no further obligations under this Agreement other than those stated in Section 2.1 and this article but may exercise any and all rights it has under this Agreement.

ARTICLE 5. RISK OF LOSS

All Improvements not permanently affixed to the Revocable License Area shall remain the property of Town, and all risk of loss for the Improvements (whether permanently affixed or not) shall be Town's risk alone. However, Town may not remove, replace, or alter any of the Improvements without the Contract Administrator's prior written consent and any required permitting.

ARTICLE 6. TERM AND TERMINATION

6.1. This Agreement shall begin on the Effective Date and continue in perpetuity unless terminated as provided in this article.

6.2. This Agreement may be terminated for cause by County if Town breaches any of its obligations under this Agreement and has not corrected the breach within thirty (30) days after receipt of written notice identifying the breach. In the event of any breach, County may, at the option of the Contract Administrator, cause such breach to be corrected and invoice Town for the costs of the correction, or may terminate this Agreement. If County opts to correct the breach and invoice Town for the costs of correction, Town shall pay such invoice within thirty (30) days after receipt. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.3. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County to Town, which termination date shall not be less than thirty (30) days after the date of such written notice. Town acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Town of such termination in accordance with this section.

6.4. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate if the County Administrator determines that termination is necessary to protect the public health or safety. Termination under this section shall be effective on the date County provides notice to Town of such termination.

6.5. Upon termination of this Agreement, Town shall peaceably surrender the Revocable License Area.

6.6. Upon termination of this Agreement, Town shall remove all Improvements, materials, and equipment installed or placed in the Revocable License Area by Town within thirty (30) days after termination, unless the Contract Administrator, in writing, authorizes Town to leave any such Improvements, materials, or equipment in the Revocable License Area. In addition, Town shall be obligated to repair any damage to the Revocable License Area resulting from the removal of any Improvements, materials, and equipment. If Town fails to comply with any of these removal and/or repair obligations, County may perform the obligation and invoice Town for the cost thereof. Town shall pay such invoice within thirty (30) days after receipt. Any personal property remaining on the Revocable License Area after the termination of this Agreement shall be deemed to have been abandoned by Town and shall become the property of County.

6.7. Upon termination of this Agreement, Town shall restore the Revocable License Area to its condition before the installation of the Improvements or to such condition as approved in writing by the Contract Administrator. If Town fails to make any such restoration within thirty (30) days after termination, County may make such restoration and invoice Town for the costs thereof. Town shall pay such invoice within thirty (30) days after receipt.

6.8. County shall have no obligation to compensate Town for any loss resulting from or arising out of this Agreement including any resulting from or arising out of the termination of this Agreement.

6.9. If tree mitigation is required as a result of termination of this Agreement, Town must obtain a Broward County Environmental Licensing and Building Permitting Division, Tree Preservation Program license required by Chapter 27, Article XIV, Sections 27-401 through 27-414 of the Broward County Tree Preservation and Abuse Ordinance, as may be amended from time to time, to provide for relocation, removal, and replacement per the tree removal license requirements at Town's sole cost and expense.

6.10. Notice of termination shall be provided in accordance with Article 7 of this Agreement, except that notice of termination by the County Administrator, pursuant to Section 6.4 of this

Agreement may be verbal notice that shall be promptly confirmed in writing in accordance with Article 7 of this Agreement.

ARTICLE 7. NOTICES

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

FOR COUNTY:

Broward County Highway Construction and Engineering Division

Attn: Director

1 N University Dr, Ste 300B, Plantation, FL 33324-2038

Email address: rtornese@broward.org

FOR TOWN:

Town of Southwest Ranches

Attn: Kathryn Sims

13400 Griffin Road, Southwest Ranches, FL 33330

Email address: ksims@southwestranches.org

ARTICLE 8. INDEMNIFICATION

8.1. County and Town are entities subject to Section 768.28, Florida Statutes, as amended, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent required by Section 768.28. 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 any Party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

8.2. If Town contracts with a third party to perform any of Town's obligations under this Agreement, Town shall enter into a contract with such third party, which contract shall include the following provision:

Indemnification: Contractor shall indemnify and hold harmless Broward County, and all of Broward County's current, past, and future officers, agents, 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 this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by contractor, or any intentional, reckless, or negligent act or omission of contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement

(collectively, a “Claim”). If any Claim is brought against an Indemnified Party, contractor shall, upon written notice from Broward County, defend each Indemnified Party with counsel satisfactory to Broward County or, at Broward County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this paragraph shall survive the expiration or earlier termination of this Agreement.

8.3. The obligations of this article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9. INSURANCE

9.1. Within five (5) days after request by County, Town must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If Town holds any excess liability coverage, Town must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

9.2. If Town maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and non-contributory basis.

9.3. The foregoing requirements shall apply to Town’s self-insurance, if any.

9.4. If Town contracts with one or more third parties to perform any of Town’s obligations set forth herein, Town shall require that each third party procure and maintain insurance coverage that adequately covers the third party’s exposure based on the services provided by that third party (and any subcontractors retained by the third party). Town must ensure that all such third parties name “Broward County, Florida” as an additional insured and certificate holder under the applicable insurance policies. Town shall not permit any third party to provide services required by this Agreement until the insurance requirements of the third party under this section are met. If requested by County, Town shall furnish evidence of all insurance required by this section.

9.5. County reserves the right, but not the obligation, to periodically review any and all insurance coverages required by this Agreement and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1. Independent Contractor. Town is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship between the Parties. In performing under this Agreement, neither Town nor its agents shall act as officers, employees, or agents of County. Town has no power or right to bind County to any obligation not expressly undertaken by County under this Agreement.

10.2. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County’s performance under this Agreement is as a Party to this

Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a Party to this Agreement.

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

10.4. Assignment and Performance. Neither this Agreement nor any right or interest in it may be assigned, transferred, or encumbered by Town without the prior written consent of County, which consent may be withheld in County's sole discretion. Any assignment, transfer, or encumbrance in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

Town represents that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Town agrees that all services under this Agreement will be performed in a skillful and respectful manner, and that the quality of all such services will equal or exceed prevailing industry standards for the provision of such services.

10.5. 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. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach will not be deemed a waiver of any subsequent breach and will 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.

10.6. Compliance with Laws. Town shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. It may not be modified or terminated except as provided in this Agreement. 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.

10.8. Joint Preparation. This Agreement has been jointly prepared by the Parties and will not be construed more strictly against either Party.

10.9. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter,” 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 of the subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

10.10. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

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

10.12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the Parties.

10.13. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits A, B, and C are incorporated into and made a part of this Agreement.

10.14. Representation of Authority. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

10.15. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

10.16. Time of the Essence. Time is of the essence for Town's performance of all obligations under 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, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____; and Town of Southwest Ranches, signing by and through its duly authorized representative.

County

ATTEST:

Broward County, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 20__

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 _____
Jason Kruszka (Date)
Assistant County Attorney

By _____
Michael J. Kerr (Date)
Chief Counsel

JK/AAD
SW Ranches-Two Party RLA-2025-10 (GriffinRd-Dykes Rd) Final version
6/1/26

**REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND
TOWN OF SOUTHWEST RANCHES**

Town

ATTEST:

Town of Southwest Ranches

Town Clerk

By _____
Mayor/Council Member

(Print Name)

(Print Name and Title)

(SEAL)

____ day of _____, 20____

Town Administrator

(Print Name)

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

By _____
Town Attorney

LOCATION MAP

SHEET 1 OF 1

SECTION 29, TOWNSHIP 50 SOUTH, RANGE 40 EAST

EXHIBIT A

REVOCABLE LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES

BROWARD COUNTY REFERENCE NO. 250318501



LEGEND:

 = REVOCABLE LICENSE AREA



Scale:	Drawn By:	Date:	Checked By:	Date:	File Location:
Not To Scale	SB	5/4/2026	TG	5/4/2026	E:\RW\Location Map\Agreements\RLA-2025-10.dwg

BROWARD COUNTY HIGHWAY CONSTRUCTION & ENGINEERING DIVISION

FOR: TOWN OF SOUTHWEST RANCHES

EXHIBIT A
LEGAL DESCRIPTION OF
REVOCABLE LICENSE AREA

16100 GRIFFIN ROAD

NOTES:

TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY FLORIDA

1. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
3. THIS LEGAL DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORIZED BY CRAVEN THOMPSON & ASSOCIATES, INC. THERE COULD BE MATTERS OF RECORD THAT ARE NOT SHOWN HEREON.
4. THERE COULD BE EASEMENTS AND OTHER MATTERS OF RECORDS THAT ARE NOT SHOWN HEREON; FOR MORE INFORMATION SEE THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
5. THIS SKETCH AND DESCRIPTION CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.
6. THE BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING OF NORTH 88°14'44" EAST ALONG THE NORTH LINE OF PARCEL B, SOUTHWEST MEADOWS SANCTUARY PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGE 175, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
7. SEE SHEET 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER #271

Richard Crawford Digitally signed
by Richard Crawford

Richard G. Crawford Jr.
PROFESSIONAL SURVEYOR OR MAPPER
DATE: 2025.10.24
STATE OF FLORIDA

THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTERS 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2025\25-0034-001-01 MONUMENT SIGN EASEMENTS\DRAWINGS\SKETCH_AND_DESC\25-0034-001_LICENNSE AGREEMENT_16100

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, AREAs and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D
ADD 5' LANDSCAPE BUFFER	10/10/25	RGC	RGC
REVISED SKETCH AND DESCRIPTION	10/23/25	AC	RGC



CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2024

JOB NO.: 25-0034-001	SHEET 1 OF 3
DRAWN BY: AC	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 07/21/2025

EXHIBIT A
SKETCH DESCRIPTION OF
REVOCABLE LICENSE AREA

16100 GRIFFIN ROAD
TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF GRIFFIN ROAD RIGHT-OF-WAY, FURTHER MORE BEING A PORTION OF THAT CERTAIN RIGHT-OF-WAY EASEMENT, ACCORDING TO THE OFFICIAL RECORD BOOK 20827, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHWESTERLY NORTHEAST CORNER OF PARCEL B, SOUTHWEST MEADOWS SANCTUARY PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGE 175 OF SAID PUBLIC RECORDS;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 8.86 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 8.03 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 6.00 FEET BACK TO THE POINT OF BEGINNING

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY FLORIDA, AND CONTAINING 60 SQUARE FEET, MORE OR LESS.

\\\\CTAF\\FILE02\\SURVEY_PROJECTS\\PROJECTS\\2025\\25-0034-001-01 MONUMENT SIGN EASEMENTS\\DRAWINGS\\SKETCH_AND_DESC\\25-0034-001_LICENNSE AGREEMENT_16100 GRIFFIN

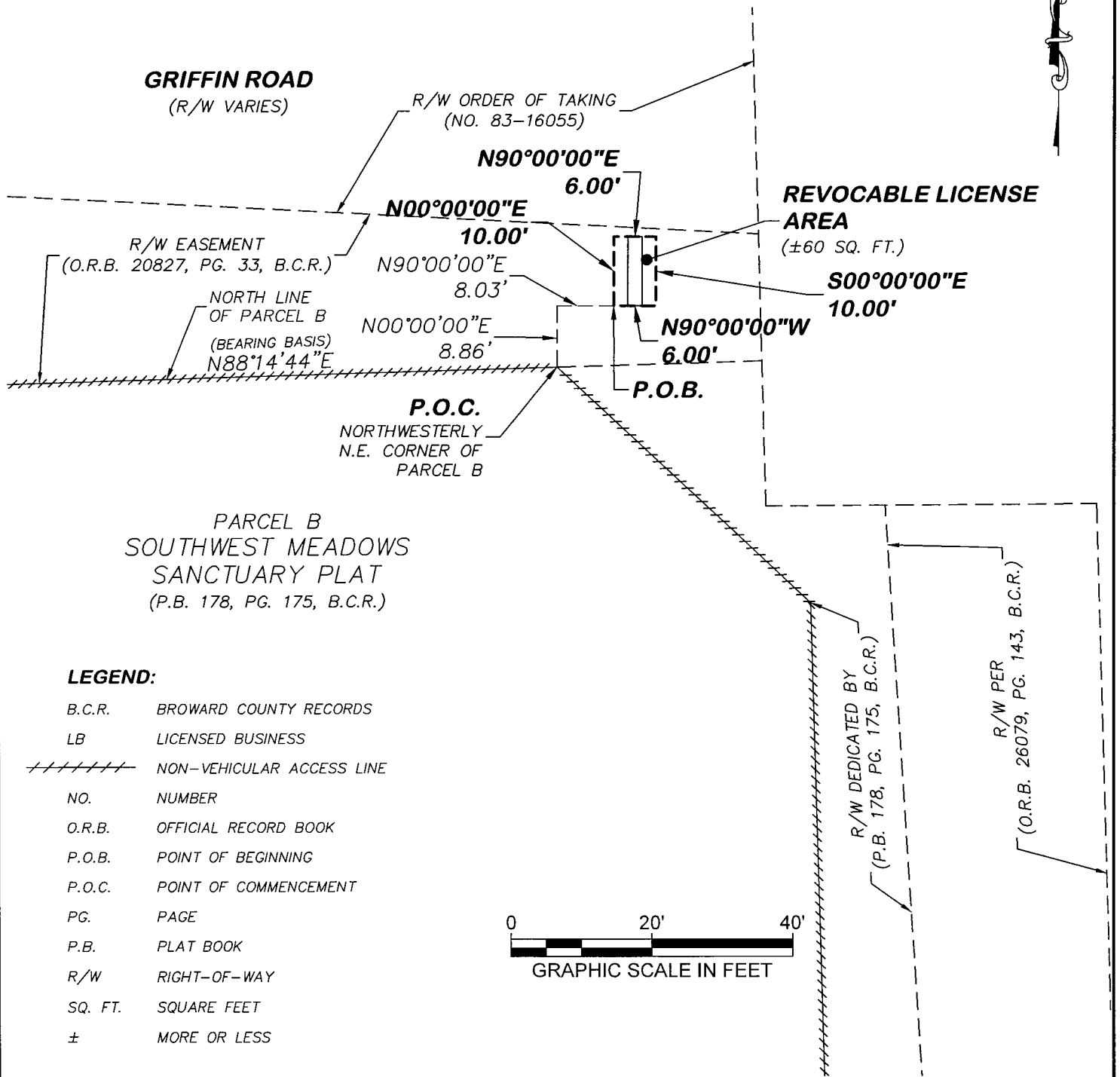


CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL
NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2025

JOB NO.: 25-0034-001	SHEET 2 OF 3
DRAWN BY: AC	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 07/21/2025

EXHIBIT A SKETCH DESCRIPTION OF REVOCABLE LICENSE AREA

16100 GRIFFIN ROAD
TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA



\\CTAFILE02\SURVEY_PROJECTS\PROJECTS\2025\25-0034-001-01 MONUMENT SIGN EASEMENTS\DRAWINGS\SKETCH_AND_DESC\25-0034-001_LICESNSE AGREEMENT_16100 GRIFFIN



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JOB NO.: 25-0034-001	SHEET 3 OF 3
DRAWN BY: AC	F.B. N/A PG. N/A
CHECKED BY: RGC	DATED: 07/21/2025

EXHIBIT B

Revocable License Agreement between Broward County and the Town of Southwest Ranches for the installation of Improvements within the Revocable License Area

Scope of Improvements

Installation of Monument sign and landscaping within the Revocable License Area.

All work will be according to the Approved Plans that are on file in Broward County Highway Construction and Engineering Division's Paving and Drainage Section. A full-sized set of plans are on file with Broward County Highway Construction and Engineering Division under Project Reference No. 250318501

It is a requirement that at least 50% of the landscaping shall be native species. Additionally, all landscaping shall be properly installed, maintained, and fertilized in accordance with the Broward County NatureScape program and Florida-Friendly Landscaping principles.

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EXHIBIT C

Broward County Highway Construction and Engineering Division Revocable License Agreement Minimum Maintenance Performance Requirements

General Requirements

Town shall provide maintenance in the Revocable License Area as described herein and in accordance with all articles of this Agreement. The specifications herein are the minimum standards and do not prevent the Town from performing additional measures necessary to ensure proper maintenance.

Sign Maintenance Specifications:

- Damage to signs must be repaired within thirty (30) days of notification to the Town.
- Damage to signs that may pose a safety hazard to the public must be repaired or remediated within twenty-four (24) hours of notification to the Town.
- Repair and replace all damaged, deficient, unsafe, or non-functional materials due to any cause, including but not limited to normal wear and tear, acts of God, vandalism, and accidents.
- Promptly replace all defective or unsightly materials or sign components, as well as materials and sign components that the Contract Administrator determines, in his/her reasonable discretion, should be replaced for safety and/or aesthetic reasons or because such materials would interfere with any County property or County operations. All replacements must be approved in writing by the Contract Administrator.

Landscape and Irrigation Maintenance Specifications for any landscape and irrigation located within the Revocable License Area:

- Fertilize all vegetation on a routine timeframe to meet the requirement of each plant species.
- Maintain all vegetation free from disease. Monitor and control undesirable insects and ant mounds.
- Mulch the vegetation beds and keep them free from weeds. All mulched areas shall be replenished at a minimum of once a year. Mulch shall be maintained to a depth of three (3) inches. The preferred type of mulch is shredded melaleuca or pine bark.
- Cut the grass and trim all plant material, including ground cover, shrubs, plants, bases of palms and hedges, at an appropriate interval to maintain a neat and proper appearance.
- Prune all plants to remove all dead or diseased parts of plants and all parts of plants that block or obscure motorist line of sight to/from side street.
- Remove and replace all vegetation that is dead or diseased with new vegetation. Ensure that the new vegetation is of the same grade as specified in the original approved plans and specifications and the same size as those existing at the time of replacement.
- Remove litter and illegal dumping from the Revocable License Area.
- Maintain shrubs at a maximum height of twenty-four (24) inches to ensure sight visibility per Florida Department of Transportation/Broward County guidelines.
- At the completion of landscape trimming/mowing, all trimmed material, along with any trash/litter within the Revocable License Area shall be removed from the site.
- Town must address landscape deficiencies within thirty-six (36) hours following notification to the Town.
- Maintain irrigation in working order, including the maintenance and replacement of pumps, pipes, and sprinkler heads.
- Adjust all heads for proper operation and direction to prevent spray into or across roadways, walkways, or other vehicular or pedestrian areas.

- Clear grass, debris, or vegetation that may hinder the operation of the sprinkler heads.
- Clear vegetation from valve boxes. Maintain valve box visibility and access at all times.
- Inspect irrigation system for clogged or improperly adjusted nozzles and spray heads. Adjust heads and/or replace heads as needed.
- Replace broken pipes, solenoids, electric valves, rain sensor heads, and all other related parts that may negatively impact the irrigation system.
- Inspect and refill rust inhibitor tank(s) to prevent the development of rust stains on hard surfaces.
- Repairs to the irrigation system must be completed within twenty-four (24) hours of notification to the Town.



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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell Muñoz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 6/11/2026
SUBJECT: Ratifying the Approval of a Purchase Order to Professional Service Industries, Inc. to Complete a Phase Two Environmental Site Assessment

Recommendation

Town Council consideration for a motion to approve the Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

The Town desires to purchase land for a fire station and is completing due diligence on properties located at 18211 SW 48 Street and 18221 SW 48 Street. Pursuant to Request for Qualifications 22-013, the Town has a continuing contract for environmental services with Professional Service Industries, Inc.

Professional Service Industries, Inc. completed a Phase One Environmental Site Assessment and based on the historical use of the property as a landscape nursery recommended a Phase Two Environmental Site Assessment. The Town received a proposal from Professional

Service Industries, Inc. for the Phase Two Environmental Site Assessment in the amount \$71,556.09 in accordance with the contract rates.

Since time is of the essence to perform all due diligence prior to closing on the properties, the Phase Two Environmental Site Assessment was authorized by Town Administration with the anticipation that Town Council will ratify the approval at a Town Council meeting.

Fiscal Impact/Analysis

Funds are available in Account # 001-3100-522-61100.

Staff Contact:

Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Christina Semeraro, Procurement Officer
Kathryn Sims, Deputy Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/5/2026	Resolution
Purchase Order	5/28/2026	Backup Material

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING THE APPROVAL OF A PURCHASE ORDER TO PROFESSIONAL SERVICE INDUSTRIES, INC. TOTALING SEVENTY-ONE THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS AND NINE CENTS (\$71,556.09) FOR A PHASE TWO ENVIRONMENTAL SITE ASSESSMENT, RATIFYING THE AUTHORIZATION FOR THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to purchase land for a fire station and is completing due diligence on properties located at 18211 and 18221 SW 48 Street; and

WHEREAS, pursuant to Request for Qualifications 22-013, the Town has a continuing contract for environmental services with Professional Service Industries, Inc.; and

WHEREAS, pursuant to Purchase Order 26-0097, Professional Service Industries, Inc. completed a Phase One Environmental Site Assessment and based on the historical use of the property as a landscape nursery recommended a Phase Two Environmental Site Assessment; and

WHEREAS, the Town received a proposal from Professional Service Industries, Inc. for the Phase Two Environmental Site Assessment in the amount of Seventy-One Thousand Five Hundred Fifty-Six Dollars and Nine Cents (\$71,556.09) in accordance with the contract rates; and

WHEREAS, since time is of the essence to perform all due diligence prior to closing on the properties, the Phase Two Environmental Site Assessment was authorized by Town Administration with the anticipation that Town Council will ratify the approval at a Town Council meeting; and

WHEREAS, funds are available in Account # 001-3100-522-61100; 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 ratifies the approval of a Purchase Order to Professional Service Industries, Inc. for the Phase Two Environmental Site Assessment in the amount of Seventy-One Thousand Five Hundred Fifty-Six Dollars and Nine Cents (\$71,556.09).

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

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

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

Ranches, Florida, this _____ day of _____ 2026 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney



Town of Southwest Ranches

Preserving Our Rural Lifestyle

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

PURCHASE ORDER

Fiscal Year **2026**

FEI # 65-1036656

State Sales Tax Exemption #85-8012630780C-6

P.O. NUMBER: **26-0114**

(Assigned by Finance & Budget Department)

DATE: **5/18/2026**

REQUESTOR: **Emily Aceti**

NOTE: The P.O. number must appear on all related correspondence, packing lists, and invoices

Vendor:

Professional Service Industries, Inc.

7950 NW 64th Street

Miami, FL 33166

Contract/Bid No.: RFQu 22-013 / **Res. 2023-018**

Comments: **exp. 11.16.27**

Ship To:

Town of Southwest Ranches

13400 Griffin Road

Southwest Ranches, FL 33330

QTY	UNIT	ACCOUNT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		001-3100-522-61100	Phase 2 Environmental Study for 18211 SW 48 ST & 18221 SW 48 ST		\$71,556.09
					\$ -
					\$ -
SUBTOTAL					\$ 71,556.09
SALES TAX					Exempt
TOTAL					\$ 71,556.09

Rafferty **5/18/26**
Approved By: _____ Date
Department Head

Chief **5/18/26**
Authorized By: _____ Date
Town Financial Administrator

Kathryn **5/19/26**
Authorized By: _____ Date
Town Administrator

SEE TERMS AND CONDITIONS ON PAGES 2 & 3 AND WWW.SOUTHWESTRANCHES.ORG/PROCUREMENT

TERMS AND CONDITIONS

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

ACCEPTANCE

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

ASSIGNMENT

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

COMPLIANCE WITH ALL LAWS

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

DEFAULT

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

DELIVERY

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

DELIVERIES

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

EXCUSABLE DELAYS

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

E-VERIFY

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

FORCE MAJEURE

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

GOVERNING LAW

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

INCORPORATION

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

INDEMNIFICATION

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

INDEPENDENT CONTRACTOR

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

INSPECTION AND ACCEPTANCE

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

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

INSURANCE

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

INVOICING

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

LEGAL RESPONSIBILITY

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

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

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

MATERIAL SAFETY DATA SHEETS

The Seller must supply proper Material Safety Data Sheets in compliance with OSHA's Hazard Communications Standard to Town at the time of purchase.

MODIFICATIONS

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

CHANGE ORDERS AND PROMPT PROCESSING

All Sellers must comply with the Town's established change order process. Change orders affecting price, scope, or performance schedule are not binding unless submitted and approved in accordance with Town procedures and applicable Florida Statutes. Pursuant to § 218.755, Florida Statutes (effective July 1, 2025), the Town shall approve or deny conforming change order quotes within thirty (30) days of receipt. Where a change order requires review or approval by an authority in reference to the Town's established purchasing thresholds, additional time may be necessary for such authority to consider and act upon the request. Any work performed outside the Town's formal change order process shall be at the Contractor's sole risk and expense.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

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

NON-PREFERENCE REQUIREMENT

Seller acknowledges and certifies compliance with Florida law prohibiting preferences based on race, ethnicity, social, political, or ideological criteria, as required by SB 1694, effective July 1, 2025.

NON-WAIVER OF RIGHTS

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

OCCUPATIONAL SAFETY AND HEALTH

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

OFFICIALS NOT TO BENEFIT

Employees or officials of the Town shall not be permitted to receive any share or part of the Purchase Order or any benefit that may arise therefrom. Seller agrees not to provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of the Town, with a view to securing a contract or obtaining favorable treatment with respect to the award, amendment, or performance of any contract. Furthermore, Seller understands that public officers and employees, as defined in Chapter 112, Florida Statutes, are subject to ethics restrictions, including prohibitions on gifts and honoraria, as well as conflict-of-interest disclosure and abstention requirements. Seller certifies that no attempt

[REV 10.2025]

has been made to influence the contract award in violation of these provisions.

PACKING LISTS

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

PAYMENT AND TERMS

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

PAYMENT CHANGES

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

PUBLICITY

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

PUBLIC RECORDS: RIGHT TO AUDIT RECORDS

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

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

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

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

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

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

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

QUANTITIES

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

REMEDIES

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

EMERGENCY RECOVERY PERIOD – STATUTORY PENALTY

If this Purchase Order is for goods or services related to emergency response or recovery following a natural emergency and is entered into, renewed, or amended on or after July 1, 2025, section 252.505, Florida Statutes, shall apply. In the event of a breach during the "emergency recovery period" (the one-year period beginning on the date of the Governor's initial state of emergency declaration for a natural emergency), the Seller shall be liable for a statutory penalty of Five Thousand Dollars (\$5,000), in addition to all actual and consequential damages, or liquidated damages if specified herein.

RESPONSIBILITY

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

REPRESENTATIVE

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

SEVERABILITY

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

SUB-CONTRACTING

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

TAX

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

TERMINATION

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

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

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

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

In the event of termination for cause, Town shall be liable to the Seller for reasonable costs incurred by the Seller before the effective date of the termination. Seller will be liable for excess costs of re-procurement. Unless prohibited by applicable law, Town is not required to engage in competitive re-procurement, nor is Town required to obtain the lowest price.

UNIFORM COMMERCIAL CODE

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

ANTI-DISCRIMINATION

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

WARRANTY

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

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

HUMAN TRAFFICKING DISCLOSURE

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

FOREIGN COUNTRIES OF CONCERN

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

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Proposal Number: 0784-478614
May 15, 2026

Professional Service Industries, Inc.
7950 NW 64th Street, Miami, FL 33166
Tel: +1 305 471 7725
Fax: +1 305 593 1915

Ms. Emily Aceti
Community Service Manager
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

Subject: Proposal for Phase II Environmental Site Assessment
Sol Palms & Nursery
18211 SW 48th Street, Southwest Ranches, FL 33331

Dear Ms. Aceti:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit this proposal to perform a Phase II Environmental Site Assessment (ESA) at the above-referenced property. Thank you for the opportunity to propose our services. Presented below is a review of furnished project information, along with our proposed scope of services, schedule and fee information.

SITE INFORMATION

The subject property, known as Sol Palms & Nursery, consists of two parcels totaling approximately 3.7 acres located at 18211 SW 48th Street in Southwest Ranches, Broward County, Florida.

A Phase I ESA report dated May 12, 2026, identified three Recognized Environmental Conditions (RECs) in connection with the subject property:

- Multiple areas of the subject property contain irregular piles and mounded deposits of mixed fill material consisting of soil, construction debris, vegetative waste, and miscellaneous discarded materials. The origin and composition of these materials are unknown, and there is no documentation indicating that the fill was imported from a regulated or approved source. Unregulated fill can contain contaminants such as petroleum hydrocarbons, metals, pesticides, herbicides, or other hazardous substances.
- Heavy staining on the ground surface, with individual stained areas exceeding approximately five feet by five feet were observed. The staining appeared consistent with releases of petroleum products, lubricants, hydraulic fluids, or other automotive and equipment-related substances associated with the storage and maintenance of utility vehicles and landscaping equipment. The size and apparent intensity of the staining suggest that repeated or chronic releases may have occurred.
- Multiple shallow depressions and excavated areas were observed containing ash, partially burned debris, metal fragments, glass, and other waste materials. These areas appear to have been used as informal burn pits for the disposal of trash and vegetative debris. Open burning of mixed waste can generate and concentrate contaminants such as which may remain in the ash and surrounding soil.





Based on the results of the Phase I ESA, further investigation was recommended to identify if potential soil and/or groundwater contamination, or vapor encroachment are present due to the identified RECs. The client contacted PSI to provide a proposal for the collection and laboratory analysis of soil and groundwater samples in areas adjacent to identified RECs for delineation purposes. If any of this information is incorrect, please contact PSI for a revised proposal.

SCOPE OF WORK

On-Site Utilities

On-site utilities will be cleared and marked prior to the initiation of drilling activities. PSI will notify the public utility service alert in accordance with local practices.

Assessment Activities

Sampling operations will be directed by a PSI Project Manager and/or Principal Consultant, and all field personnel will be Occupational Safety and Health Administration (OSHA) trained in accordance with 29 Code of Federal Regulations (CFR) 1910.120. In addition, PSI will prepare a Site-Specific Health and Safety Plan.

Equipment decontamination, sample collection, field documentation, sample custody and laboratory analyses will be in general accordance with methods prescribed by the Florida Department of Environmental Protection (FDEP). Drilling operations will be completed by a Florida licensed driller, and laboratory analysis will be performed by a certified laboratory.

Investigation derived waste (IDW), such as soil cuttings and purged groundwater generated during the Phase II field activities, will be returned to the site.

Soil Sampling

- PSI proposed to advance up to 26 soil borings in the subject property. The locations of the proposed soil borings are located on the attached figure. The soil borings will be advanced to the water table which is estimated to be approximately six (6) feet below land surface (bls). A total of 20 of the borings will be advanced to assess potential impact from the piles of debris and suspect fill material, four (4) soil borings will be advanced to address potential impacts from areas of heavy staining, and two (2) soil borings will be advanced at the trash burning pits.
- PSI will collect soil samples from each boring in two foot increments for soil classification and screening using an Organic Vapor Analyzer equipped with a Photoionization Detector (OVA/PID).
- Subsequent to field screening, a total of 14 soil samples will be collected for laboratory analysis. Ten of the soil samples will be collected from soil borings advanced near the piles of debris and suspect fill material, two (2) soil samples will be collected from soil borings addressing areas of heavy staining, and two (2) soil samples will be collected at the soil borings addressing the trash burning pits. The location of the soil samples submitted will be based on OVA-PID screening results or site conditions based at the discretion of PSI field staff. Each soil sample retained for laboratory analysis will be placed in laboratory-preserved sample containers and shipped under chain-of-custody protocol for laboratory analysis by Environmental Protection Agency (EPA) Method 8260 for volatile organic compounds (VOCs), EPA Method 8270 for semi-volatile organic compounds (SVOCs), EPA Method 8081 for organochlorinated pesticides (OCPs), EPA Method 8141 for organophosphorus pesticides (OPP), EPA Method 8151 for Chlorinated Herbicides,



laboratory method Florida Petroleum Residual Organics (FL-PRO) for total petroleum recoverable Hydrocarbons (TPRH), 8 Resource Conservation and Recovery Act (RCRA) metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver) and for Iron. The samples will be analyzed by the laboratory on a standard turnaround time.

Groundwater Sampling

- At the same soil borings where soil samples are collected, PSI will install up to twelve (12) temporary monitoring wells on the subject property. Ten of the wells will be installed at borings advanced near the piles of debris and suspect fill material and two (2) wells will be installed at the soil borings addressing the trash burning pits. Each well will be two (2) inch diameter PVC with 10 feet of screened PVC connected to a PVC riser to above grade. Upon installation, the wells will be developed until the purged groundwater is relatively clear. The locations of the proposed temporary monitoring wells will be based the locations of the collected soil samples.
- After a period of stabilization (approximately 24 hours), a groundwater sample will be collected from each well for laboratory analysis. Ten of the il samples will be collected from soil borings advanced near the piles of debris and suspect fill material, two (2) soil samples will be collected from soil borings addressing areas of heavy staining, and two (2) soil samples will be collected at the soil borings addressing the trash burning pits. Each groundwater sample retained for laboratory analysis will be placed in laboratory-preserved sample containers, and shipped under chain-of-custody protocol for laboratory analysis by EPA Method 8260 for VOCs, EPA Method 8270 for SVOCs, EPA Method 8081B for OCPs, EPA Method 8141 for OPPs, EPA Method 8151 for Chlorinated Herbicides, laboratory analytical method FL-PRO for TPRH) by FL-PRO method, 8 RCRA metals and for Iron (total and dissolved). The samples will be analyzed by the laboratory on a standard turnaround time.

REPORTS

A Phase II Environmental Site Assessment (ESA) will be prepared documenting the field activities and observations, soil sampling results, and conclusions and/or recommendations. One electronic copy of each report will be submitted.

SCHEDULE

PSI estimates the following task duration:

- Scheduling and commencement of field activities - approximately 3 business days.
- Field activities - approximately 4 business days.
- Receipt of laboratory results - approximately 12 to 15 business days. Please note that this is the laboratory turnaround time (TAT) for each set of samples that are requested to be analyzed, following receipt of the samples at the laboratory.
- Report preparation - approximately 5 to 7 business days after receiving analytical results.
- Total Estimated Duration – approximately 24 to 29 business days.

Please note that the laboratory analyses can be expedited for additional fees.



SPECIAL INSTRUCTIONS

PSI is not responsible for subsurface utilities or other appurtenances not identified by the client or utility alert services notified prior to the start of excavation or drilling activities.

LIMITATIONS

- The scope of work has been defined to meet the client's stated objectives; however, the collected information may not be sufficient for other purposes (source location, horizontal and vertical delineation of impact, remedial cost, etc.). Additionally, certain field limitations (e.g. access, auger refusal, etc.) may limit PSI's ability to collect data in the planned locations. PSI will attempt to collect sufficient data to meet the client's objectives but cannot guarantee that the data will be sufficient for its intended purpose.
- The scope of the assessment is limited to the described sampling locations and laboratory analyses.
- PSI has selected drilling equipment/methodology which we believe will be sufficient to drill to the planned depths and collect the proposed samples given known information regarding local geologic conditions and previous experience. However, we cannot guarantee that the drilling equipment/methods will be sufficient to drill to the desired depths or access every desired drilling location (e.g. auger refusal, access limitations, utility conflicts, etc. may occur). We will contact the client to discuss the potential limitations and to determine whether other equipment may be necessary to collect the samples. Mobilization of alternate equipment will be at additional cost and the costs will be discussed with the client prior to proceeding.
- PSI will collect the data in accordance with established methodologies and will provide conclusions and/or recommendations related to the data in accordance with industry standards. However, PSI cannot provide legal or business advice.

THIRD PARTY RELIANCE

Third party reliance letters may be issued upon request and upon the payment of the then current fee for such letters. All third parties relying on PSI's reports, by such reliance, agree to be bound by this proposal.

ASSUMPTIONS

- Complete access to the site during daylight hours
- No delays interfering with the diligent execution of the work beyond those in the control of PSI will be encountered.
- Work activities will be performed during one mobilization for each phase to the job site.
- All underground utilities will be marked or disconnected by the appropriate companies prior to PSI's arrival and will not interfere with the soil boring installation.
- Fieldwork will be completed in Level D protection, if a higher level of personnel protective equipment is required, additional field time and cost will be required to complete the field portion of the assessment.
- No cost for additional laboratory analysis for IDW disposal is included.
- All daily rates are one (1) day minimum for up to 10 hours on site.



FEES

It is proposed that the fee for the above outlined scope of services be performed on a time and material basis per the rates outlined in the Resolution 2023-018, between The Town of Southwest Ranches and PSI. The services can be completed for a fee of **\$71,556.09**.

Additional work will not be performed without prior authorization.

TERMS AND CONDITIONS

The cost estimate provided is in accordance with the Resolution 2023-018, between The Town of Southwest Ranches and PSI dated November 17, 2022.

It should be noted that PSI is not an owner, operator, generator, storer, transporter, treater, or disposal facility for hazardous wastes. Additionally, PSI cannot sign any disposal-related documents (i.e., waste profiles or manifests).

This proposal is valid for 30 calendar days, after which PSI reserves the right to modify fees and schedule.

AUTHORIZATION

To authorize our services, please sign and complete the attached proposal authorization and instructions for payment form, and return one copy of the authorized proposal to our office. We will proceed with the work upon receipt of proposal authorization. Please call any questions you may have, or if PSI can be of additional service. We look forward to working with you on this and future projects.

Respectfully submitted,
Professional Service Industries, Inc.

Skyler Schwen
Staff Scientist

E. John Emerson, CSP, CIEC
Department Manager

Jeremy A. Cottrell, LEP
Principal Consultant

Attachments: Proposed Sampling Location Figure
Cost Estimate Breakdown
Proposed Sampling Location Figure

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**Estimated Project Cost
Sol Palm & Nursery
PSI Proposal No.0784-478614**

Service	Units	Qty	Unit Rate	Estimated Total
I. FIELD SERVICES				
A Field Oversight (Estimate 5-Days to Complete)				
Senior Project Manager (23B)	Per Hour	4	@ \$ 179.55 ✓	\$ 718.20
Support/Field Staff (23D)	Per Hour	100	@ \$ 108.30 ✓	\$ 10,830.00
Personal Protective Equipment (20B.6)	Per Man	8	@ \$ 15.60 ✓	\$ 124.80
Disposables (20B.7)	Per Sample	12	@ \$ 10.40 ✓	\$ 124.80
Groundwater Sampling Equipment (20B.1)	Per Day	2	@ \$ 166.40 ✓	\$ 332.80
Organic Vapor Analyzer (20B.3)	Per Day	2	@ \$ 150.80 ✓	\$ 301.60
Vehicle Usage (20B.8)	Per Day	4	@ \$ 78.00 ✓	\$ 312.00
Mileage (20B.10)	Per Mile	176.00	@ \$ 0.77 ✓	\$ 135.52
Estimated Subtotal				\$ 12,879.72 ✓
B Drilling Services				
Mobilization of Drill Rig (1A)	Per Day	3	@ \$ 378.56 ✓	\$ 1,135.68
Penetration Depth (0' to 50') (1B)	Per Foot	156	@ \$ 21.63 ✓	\$ 3,374.28
Monitoring Well Installation (2B)	Per Wekk	12	@ \$ 703.04 ✓	\$ 8,436.48
Estimated Subtotal				\$ 12,946.44 ✓
Field Services SubTotal				\$ 25,826.16 ✓
II LABORATORY SERVICES				
A Soil Analysis⁽¹⁾				
VOCs by EPA Method 8260B (20A.1)	Each	14	@ \$ 189.40 ✓	\$ 2,651.60
OCPs by EPA Method 8081 (20A.4)	Each	14	@ \$ 150.99 ✓	\$ 2,113.86
OPPs by EPA Method 8141 (20A.5)	Each	14	@ \$ 163.71 ✓	\$ 2,291.94
SVOCs by EPA Method 8270 (20A.2)	Each	14	@ \$ 309.26 ✓	\$ 4,329.64
CHs by EPA Method 8151 (20A.6)	Each	14	@ \$ 193.79 ✓	\$ 2,713.06
TPRH by FL-PRO (20A.7)	Each	14	@ \$ 89.96 ✓	\$ 1,259.44
Arsenic by EPA 6010 (20A.9)	Each	14	@ \$ 20.80 ✓	\$ 291.20
Barium by EPA 6010 (20A.9)	Each	14	@ \$ 20.80 ✓	\$ 291.20
Cadmium by EPA 6010 (20A.9)	Each	14	@ \$ 20.80 ✓	\$ 291.20
Chromium Metals by EPA 6010 (20A.9)	Each	14	@ \$ 20.80 ✓	\$ 291.20
Lead by EPA 6010 (20A.9)	Each	14	@ \$ 20.80 ✓	\$ 291.20
Mercury by EPA 7470 (20A.10)	Each	14	@ \$ 21.84 ✓	\$ 305.76
Selenium by EPA 2010 (20A.9)	Each	14	@ \$ 20.80 ✓	\$ 291.20
Silver by EPA 2010 (20A.9)	Each	14	@ \$ 20.80 ✓	\$ 291.20
Iron by EPA 6010 (20A.9)	Each	14	@ \$ 20.80 ✓	\$ 291.20
Estimated Subtotal				\$ 17,994.90 ✓

**Estimated Project Cost
Sol Palm & Nursery
PSI Proposal No.0784-478614**

Service	Units	Qty	Unit Rate	Estimated Total
B Groundwater Analysis⁽¹⁾				
VOCs by EPA Method 8260B (20A.1)	Each	12 @	\$ 189.40 ✓	2,272.80
OCPs by EPA Method 8081 (20A.4)	Each	12 @	\$ 150.99 ✓	1,811.88
OPPs by EPA Method 8141 (20A.5)	Each	12 @	\$ 163.71 ✓	1,964.52
SVOCs by EPA Method 8270 (20A.2)	Each	12 @	\$ 309.26 ✓	3,711.12
CHs by EPA Method 8151 (20A.6)	Each	12 @	\$ 193.79 ✓	2,325.48
TPRH by FL-PRO (20A.7)	Each	12 @	\$ 89.96 ✓	1,079.52
Arsenic by EPA 6010 (20A.9)	Each	24 @	\$ 20.80 ✓	499.20
Barium by EPA 6010 (20A.9)	Each	24 @	\$ 20.80 ✓	499.20
Cadmium by EPA 6010 (20A.9)	Each	24 @	\$ 20.80 ✓	499.20
Chromium Metals by EPA 6010 (20A.9)	Each	24 @	\$ 20.80 ✓	499.20
Lead by EPA 6010 (20A.9)	Each	24 @	\$ 20.80 ✓	499.20
Mercury by EPA 7470 (20A.10)	Each	24 @	\$ 21.84 ✓	524.16
Selenium by EPA 2010 (20A.9)	Each	24 @	\$ 20.80 ✓	499.20
Silver by EPA 2010 (20A.9)	Each	24 @	\$ 20.80 ✓	499.20
Iron by EPA 6010 (20A.9)	Each	24 @	\$ 20.80 ✓	499.20
Estimated Subtotal				\$ 17,683.08 ✓
III. ENGINEERING SERVICES				
Report Preparation, Project Management, Meetings*				
Senior Technical Engineer/Scientist (23A)	Per Hour	8 @	\$ 190.95 ✓	1,527.60
Senior Project Manager (23B)	Per Hour	5 @	\$ 179.55 ✓	897.75
Non Registered Technical Staff (23C)	Per Hour	50 @	\$ 142.50 ✓	7,125.00
Engineering Technician (23F) CADD/GIS	Per Hour	8 @	\$ 62.70 ✓	501.60
Estimated Subtotal				\$ 10,051.95 ✓
ESTIMATED TOTAL COST				\$ 71,556.09 ✓

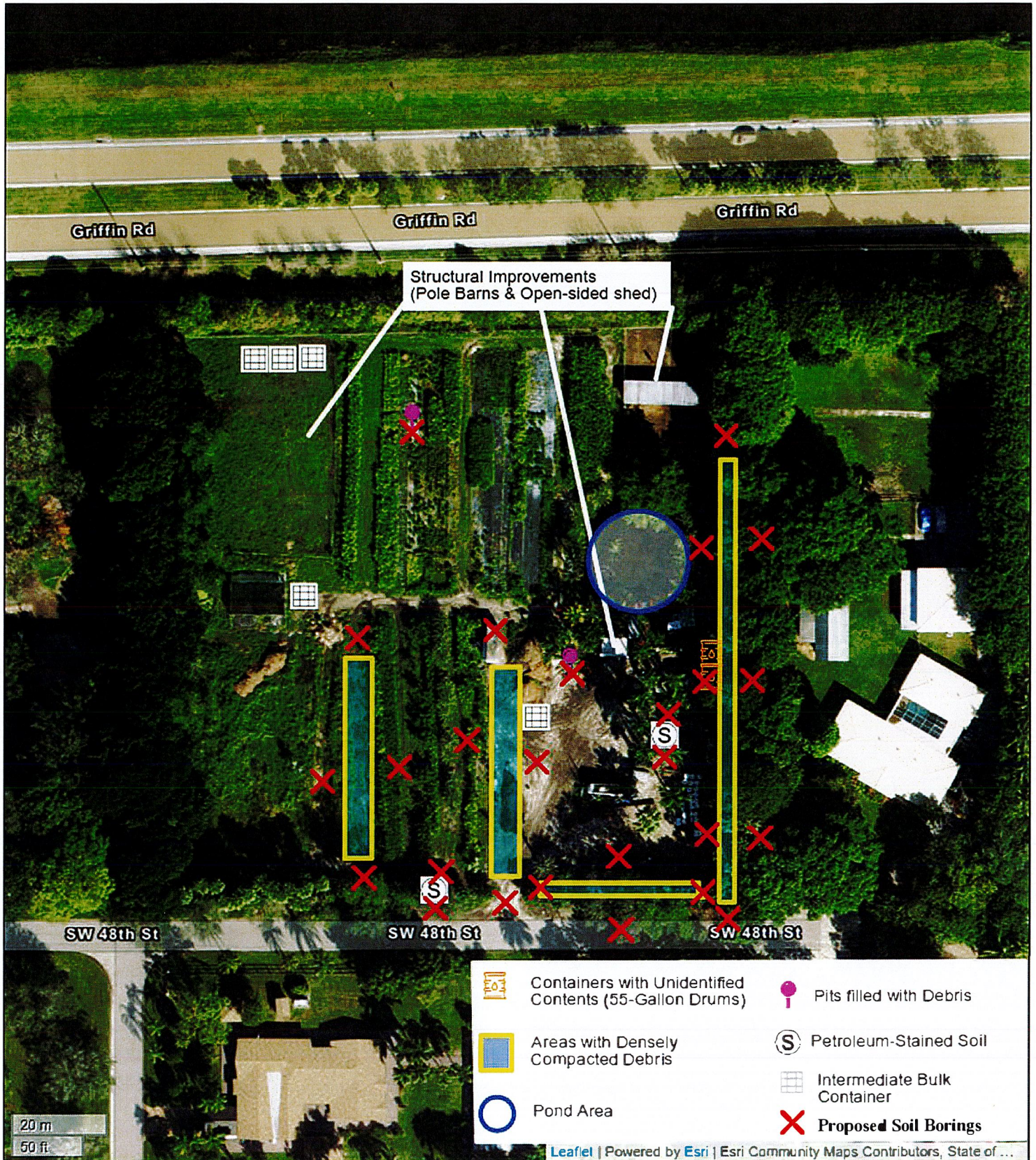


Figure 3 - Subject Property Plan

Sol Palms & Nursery
18211 SW 48th Street
Southwest Ranches, Florida 33331
Work Order Number: 07844507-1

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FEE SCHEDULE

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	<u>Unit Price</u>	<u>Unit</u>
1. <u>GEOTECHNICAL SERVICES</u>		
A. Mobilization of Truck-Mounted Drill Rig or coring machine. [If required special / restricted access equipment (i.e. ATV's, Off-Road or Marine Equipment) to be negotiated]]	\$378.56	Up to 4 Percolations per Day or Up to 100 Ft. of Borings.
B. Borings Standard Penetration per ASTM D-1586: With or Without Casing:		
Penetration Depth 0' to 50'	\$21.63	Per Foot
Penetration Depth 51' to 75'	\$25.96	Per Foot
Penetration Depth 76' to 100'	\$30.28	Per Foot
Penetration Depth 101' to 150'	\$36.77	Per Foot
Penetration Depth 151' to 200'	\$47.17	Per Foot
Penetration Depth 201' to 250'	\$57.51	Per Foot
C. Auger Borings per ASTM D-1452 Penetration Depth:		
Penetration Depth 0' to 50'	\$16.22	Per Foot
Penetration Depth 51' to 75'		Per Foot
Penetration Depth 76' to 100'		Per Foot
Penetration Depth 101' to 150'		Per Foot
D. Rock Coring per ASTM D-2113 (Max. 4-inch Size):		
Penetration Depth 0' to 50'	\$62.40	Per Foot
Penetration Depth 51' to 75'	\$72.80	Per Foot
Penetration Depth 76' to 100'	\$83.20	Per Foot
Penetration Depth 101' to 150'	\$124.80	Per Foot
D.1 Rock Coring per ASTM D-2113 (Max. NX Size)		
Penetration Depth 0' to 50'	\$38.61	Per Foot
Penetration Depth 51' to 75'	\$45.86	Per Foot
Penetration Depth 76' to 100'	\$53.89	Per Foot
Penetration Depth 101' to 150'	\$60.76	Per Foot
E. 6-inch Diameter Casing for Rock Coring :		
Penetration Depth 0' to 50'	\$12.48	Per Foot
Penetration Depth 51' to 75'	\$14.56	Per Foot
Penetration Depth 76' to 100'	\$16.64	Per Foot
Penetration Depth 101' to 150'	\$18.72	Per Foot
Penetration Depth 111' to 200'	\$20.80	Per Foot
F. Undisturbed Sampling per ASTM D-15	\$118.98	Per Sample
G. Double Ring Infiltration Test per ASTM D-3385 (Swale or Grassy Areas) (Min. 2 Tests)	\$497.54	Per Test
H. Percolation Tests		
Open Hole Method (Min. 2 Tests)	\$529.98	Per Test
I. Closing Holes with Grout / Approved Method(s) to Safe proof Site	\$8.65	Per Lineal Foot
J. Trench Test per So. Fla. Water Management District. (Excludes Equipment and Operator)	\$526.74	Per Test
K. Ground Penetrating Radar Survey (Up to 5,000 Square Feet)		Per Day
L. Ground Penetrating Radar Survey Report		Per Report
2. <u>MONITORING WELLS (Includes Drilling)</u>		
A. Mobilization of Truck-Mounted Drill Rig. (Same Conditions Apply as referenced for	\$378.56	Up to 2 Wells per Day
B. Monitoring Well Installation (2" PVC, Max. 20' Depth)* (Min. 2 Wells)	\$703.04	Per Well
C. Monitoring Well Abandonment (2" PVC, Max. 20' Depth)* (Min. 2 Wells)	\$295.28	Per Well
D. Monitoring Well Abandonment (4" PVC, Max. 20' Depth)* (Min. 2 Wells)	\$378.56	Per Well
E. Monitoring Well (4" PVC, Max. 20' Depth)* (Min. 2 Wells)*	\$917.20	Per Well
F. Monitoring Well Installation (2" PVC, Greater than 20' up to 100')* (Min. 2 Wells)*	\$75.71	Per Well
* Excludes Permit.		
G. Boat Rental (Min. 8 Hour Day)	\$486.72	Per day
3. <u>SOILS</u>		
A. Field Density Tests (Includes Travel, Mileage, Delivery and Certified Report) (Does NOT		
Nuclear Method per AASHTO T-238 & ASTM D-2922, (Moisture per AASHTO T-239 &		
3A.1 Per Test (From 1 thru 4 Tests), Per Trip	\$51.92	Per Test
3A.2 Per Test (From 5 thru 10 Tests), Per Trip	\$35.69	Per Test
3A.3 Per Test (From 11 or More Tests), Per Trip	\$31.37	Per Test
3A.4 Hourly Rate-(Min. 4 Hrs.)* (Unlimited Tests) (7:00 AM to 6:00 PM) (Equipment ONLY,	\$68.14	Per Hour
* If Laboratory Finishes Work in Less than the 4 Hr. Increment, they Shall be Paid for the		Per Hour
3A.5 Evening Density Testing (7:00 PM to 6:00 AM) (If Requested Designee to be	\$91.94	Per Hour
B. Moisture Density Tests (Proctor)		
3B.1 Standard per AASHTO T-99 and ASTM D-698 (Non-Traffic Areas)(Min. 2 Tests per	\$138.44	Per Test
3B.2 Modified per AASHTO T-180 and ASTM-1577 (Building / Highway Projects) (Min. 2	\$155.75	Per Test
C. Limerock Bearing Ratio (LBR) - FDOT	\$378.56	Per Test
D. Carbonates on LBR Material (2 Tests per Trip)	\$75.71	Per Test
E. Laboratory California Bearing Ratio (CBR) per ASTM D-1883 (One Point)	\$292.03	Per Test
4E.1 Lab Proctor Test	\$155.75	Per Test
4E.2 Three (3) Point CBR	\$367.74	Per Test
F. Field California Bearing Ratio per Asphalt Institute MS-10 (Latest Version) (Reaction Load	\$438.05	Per Test
G. Moisture Content	\$41.10	Per Test
H. Organic Content		
Limerock per AASHTO T-267 (by Incineration)	\$54.08	Per Test
I. Grain Size per AASHTO T-27 (Sieve Analysis Only)	\$69.22	Per Test
J. Mechanical Analysis per ASTM D-422 or T-11 and T-27	\$73.55	Per Test

FEE SCHEDULE

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	Unit Price	Unit
K. Soil Classification per ASTM D-3282 and D-2487 (AASHTO-Unified)	\$103.83	Per Test
L. Los Angeles Abrasion on Rip-Rap per ASTM C-535 (Large Size Coarse Aggregate)	\$259.58	Per Test
M. Soundness on Rip-Rap per ASTM C-88 (5 Cycle Sodium Sulphate)	\$307.17	Per Test
N. Soil Specific Gravity per ASTM D-854	\$64.90	Per Test
O. Material Finer than 200 Sieve per ASTM C-117	\$48.67	Per Test
P. Liquid Limit per ASTM D-4318 (Atterberg Limits)	\$81.12	Per Test
Q. Salt Content per FDOT FM 5-516	\$62.73	Per Test
R. Limerock Base Thickness Determination - Minimum 3" Diameter Holes (Min. 2 Tests)	\$83.28	Per Test
* Unlimited Tests	\$730.08	Per Day
S. Limerock Chemical Analysis per DCPW, FDOT (2 Tests Min.)	\$91.94	Per Test
T. Limerock Chemical Analysis per DCAD FAAP-211 (2 Tests Min.)	\$91.94	Per Test
U. Resistivity Test in Accordance with California Method 643-7 with Break- down for Test,	\$155.75	Per Test
V. Sediments Tests	\$77.88	Per Test
W. Soil Load Bearing Test (Plate Load) (Reaction Load by Others)		
3W.1 Static Load on Footings per ASTM D-1194	\$560.27	Per Test
3W.2 Repetitive Static Load for Pavement per ASTM D-1195	\$593.80	Per Test
3W.3 Non-Repetitive Static Load for Pavement per ASTM D-1196	\$593.80	Per Test
X. Horticultural Service for PH Value of Soil	\$45.43	Per Test
Y. Horticultural Service for Soluble Salts in Soil	\$75.71	Per Test
Z. Horticultural Service for Macro Nutrients in Soil	\$87.78	Per Test
AA. Sample Pick-Up.		Per Hour
4. ASPHALT CONCRETE		
(Includes Travel, Mileage, Delivery and Certified Report) (Does NOT Include Technician time or		
A. Asphalt Paving Design Mix Marshall Method (Includes Sampling, Standard Design and	\$854.46	Per Mix
B. Analysis of Special Design Mix.	\$692.22	Per Mix
C. Marshall Properties (FDOT Procedures) (Aviation P- 401 / P- 405). (Technician plus tests.)		
4C. 1 Stability per ASTM D-1559 or AASHTO D-T 245 (Set of 3 Specimen).	\$131.96	Per Set
4C. 2 Flow per ASTM - 1559 or AASHTO D-T 245 (Set of 3 Specimen).	\$121.14	Per Set
4C. 3 Density per ASTM D-2726 (Set of 3 Specimen).	\$124.38	Per Set
4C. 4 Air Voids per ASTM- 3203 (Set of 3 Specimen).	\$121.14	Per Set
4C. 5 Maximum Density per ASTM D-2041.	\$80.04	Per Set
4C. 6 Particle Coating per ASTM D-2489.	\$136.28	Per Sample
4C. 7 Sampling/Prep. Per ASTM D-1559 / D-2726.	\$83.28	Per Sample
4C. 8 Bulk Specific Gravity of Drilled Core per ASTM D-2726.	\$58.41	Per Core
4C. 9 Moisture Content - Drying per ASTM C-566.	\$59.49	Per Sample
4C. 10 Moisture Content - Distillation per ASTM D-1461.	\$140.61	Per Sample
4C. 11 Asphaltic Specific Gravity / Absorption of Aggregate Blends.	\$108.16	Per Aggregate Sample
4C. 12 Sampling Hot Mix at Manufacturer Per ASTM D-979.		Per Hour
4C. 13 Effect of Water on Hot Mix per ASTM D-1075 (Set of 6 Samples).	\$136.28	Per Set
4C. 14 Washed Sieve Analysis.	\$69.22	Per Sample
4C. 15 AASHTO T-182.	\$151.42	Per Sample
4C. 16 Flat / Elongated Pieces per ASTM D-4791.	\$146.02	Per Sample
4C. 17 Effect of Moisture On Hot Mix per ASTM D-4867 (Set of 6 Samples).	\$324.48	Per Set
4C. 18 Sand Equivalent per ASTM D-2419	\$108.16	Per Sample
4C. 19 Effect of Water on Cohesion per ASTM D-1075 / Modified.	\$206.59	Per Sample
D. Extraction/Gradation Analysis per ASTM D-6307.	\$156.83	Per Test
E. Asphalt Plant Technician Using FDOT Approved Plant, Laboratory and Procedures for		Per Hour
F. Paving Technician for On-Site Paving Operations, Inspections per FDOT Procedures		Per Hour
G. Asphalt Densities (Nuclear-Back Scatter Method)	\$32.45	Per Test
H. Asphalt Core Drilling for Thickness Measurements (Includes Asphalt Patching) (Min. 6	\$64.90	Per Core
I. Asphalt Cores Laboratory Tests for Measurements per ASTM D-3549 and Weight per Cubic	\$48.67	Per Core
J. Gyratory Compaction (Bulk Specific Gravity)	\$129.79	Per Sample
5. CONCRETE TESTING		
A. Cylinders - Cast and Tested by Laboratory. (Inclusive of Travel, Mileage, Delivery and		
5A.1 Standard 6"x12" or 4"x 8" Cylinder. (Concrete Temperature Test and Slump Test) (Per	\$118.98	Per Set
5A.2 Additional Standard 6"x12" or 4"x 8" Cylinders. (Per ASTM C-31 "Section 7")	\$26.00	Per Cylinder
5A.3 Lab. Strength Tests per C-39 using C-617 or C-1231)	\$15.60	Per Cylinder
5A.4 Lightweight 3"x 6" Cylinder Includes Concrete Per ASTM C-495 (Max. 5 Cylinders Per	\$118.98	Per Set
5A.5 Air Entrainment per ASTM C31(used Concurrently with Concrete Set Testing).	\$37.86	Per Set
5A.6 Cylinder Pick-Up.	\$62.73	Per Hour
B. Securing Structural or Pavement Cores per ASTM C-42(6"Max. Dia.) (3 Cores Min.)		
5B.1 8" Deep	\$135.20	Per Core
5B.2 14" Deep	\$162.24	Per Core
5B.3 12" Deep x 12" Diameter	\$324.48	Per Core
C. Cores Trim and Compression Test per ASTM C-42.	\$43.26	Per Test

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		<u>Unit Price</u>	<u>Unit</u>
D.	Concrete Masonry Units per ASTM C-140 & C-551- Block/Brick per ASTM-140.		
5D. 1	Concrete Brick per ASTM C-551. (Min. 2 Bricks)		
5D.1A	Compression	\$48.67	Per Brick
5D.1B	Absorption	\$70.30	Per Brick
5D.1C	Dimension	\$48.67	Per Brick
5D.1D	Appearance	\$45.53	Per Brick
5D. 2	Block, Manhole	\$59.49	Per Test
5D. 3	Block, Concrete Compression per ASTM C-140 - Individual Units.	\$59.49	Per Test
5D. 4	Block, Concrete Absorption per ASTM C-140 Individual Units.	\$65.98	Per Test
5D. 5	Moisture Content of Concrete Block per ASTM C-140.	\$59.49	Per Block
5D. 6	Block Series, Dimensions, Compression, Absorption, Moisture Content and Unit Weight	\$183.87	Per Block
5D. 7	Mortar Cubes 2"x 2"x 2" Compression Test per ASTM C-109 (Min. 3 per Test) (Cast by	\$37.86	Per Cube
5D. 8	Masonry Prisms per ASTM C-1314 (Fabricated by Contractor) (Unfilled).	\$146.02	Per Prism
5D. 9	Sampling and Pick-Up (Casting Not Included).	\$68.14	Per Hour
5D. 10	Concrete Block Unit Weight per ASTM C-140.	\$64.90	Per Block
5D. 11	Grout Cube Compression Test per ASTM C-1014 (Cast by Others).	\$22.71	Per Cube
5D. 12	Technician to Cast Mortar or Grout Cubes in Laboratory or On-Site (Incl. Slump &		Per Hour
5D. 13	On-Site Masonry Inspector per ACI-530.1 (Min. 4 Hrs.)		Per Hour
E.	Concrete Beams		
5E.1	Flexural Test Cast per ASTM C-36 (Min. 3 Beams)	\$129.79	Per Beam
5E.2	Flexural Strength Test	\$36.40	Per Beam
F.	Air Content per ASTM C-173 or ASTM C-231.	\$37.86	Per Test
G.	Concrete Densities (Unit Weight) & Yield Test per ASTM C-138.	\$43.26	Per Test
H.	Design Mix per ACI-211 Standard Aggregate (Materials Furnished by Supplier) (Laboratory	\$562.43	Per Mix
	(Additional Design Mixes in Series)	\$432.64	Per Mix
5H.1	Design Mix Materials Testing.		
5H.1a	Gradation.	\$78.96	Per Test
5H.1b	Fine Aggregate Gravity and Absorption C-127.	\$88.69	Per Test
5H.1c	Coarse Aggregates Specific Gravity and Absorption C-128.	\$98.43	Per Test
5H.1d	LA Abrasion C-88.	\$237.95	Per Test
I.	On-Site Inspection per ACI-304 and ACI-311.5R (Per Site Visit as Approved by the Engineer)		Per Hour
J.	Concrete Plant Inspection per ACI-311.5 (Mix and Weight Verification) (4 Hrs. Min.)		Per Hour
K.	Windsor Probe Test per ASTM C-803 (Penetration Resistance to Determine Uniformity) with	\$292.03	Per Trip Per Location
L.	ASTM C-803 (Set of 3 Probes per Test)	\$108.16	Per Test
M.	Concrete Rebound Hammer Test per ASTM C-805 (Use of Spring Driven Steel Hammer to		Per Hour
N.	Pullout per ASTM C-900 (Includes Pin Installation).	\$370.99	Per Test
O.	Thickness of Concrete per ASTM C-1383.		Per Hour
P.	Corrosion Activity per ASTM C-876		Per Hour
Q.	Chloride Content.		
5Q.1	Per ASTM C-1152	\$135.20	Per Test
5Q.2	Per ASTM C-1218	\$140.61	Per Test
R.	Pachometer (Magnetometer) Readings for Rebar Location, Approximate Size and Spacing (4		Per Hour
S.	Los Angeles Abrasion per ASTM C-131 (Small Size Coarse Aggregate).	\$237.95	Per Test
T.	Sieve Analysis per ASTM - 136.	\$78.96	Per Test
U.	Absorption Fine Aggregate per ASTM C-128, Coarse Aggregate per ASTM C - 127.	\$78.96	Per Test
V.	Specific Gravity Fine Aggregate per ASTM C-128, Coarse Aggregate per	\$78.96	Per Test
W.	Weight per Cubic Feet per ASTM C-29.	\$78.96	Per Test
6.	<u>STEEL</u>		
	(Use - AWA, AMS, AWS, ASME, API, as Applicable)		
A.	Shop / Field Weld Inspection per ASTM D-5339 (4 Hrs. Min.)		Per Hour
B.	AWS, AWA, ASME Welder Tests - Groove or Fillet		
	Plate	\$232.54	Per Position
	Pipe	\$243.36	Per Position
C.	Reinforcing Steel Tensile Test	\$141.69	Per Test
D.	Reinforcing Steel Deformation Test	\$51.92	Per Test
E.	Reinforcing Bar Placement Inspection		Per Hour
F.	Chemical Laboratory Test		
	Welding Inspection and Dye Penetrant Weld Testing		Per Hour
G.	Radiograph Weld Inspection (Min. 4 Tests)	\$151.42	Per Test
7.	<u>MECHANICAL</u>		
A.	Sound Surveys (Includes Travel Time)		Per Hour
B.	Lighting Surveys (Includes Travel Time)		Per Hour
8.	<u>FIRE PROOFING</u>		
A.	Inspection of Sprayed-On Fireproof Coating on Structural Steel.		
8A.1	4 Hours Minimum		Per Hour
8A.2	Laboratory Unit Weight Test of Fireproofing Coating per ASTM E-605	\$64.90	Per Test
8A.3	Field Adhesion / Cohesion Tests per ASTM E-736	\$137.23	Per Test
9.	<u>STRAIN MEASUREMENTS (SR4 INDICATOR)</u>		
A.	Technician Services to Install Gauges/Make Strain Reading (4 Hr. Min.)		Per Hour
10.	<u>ULTRASONIC INSPECTIONS</u>		
A.	Services of an Ultrasonic Technician and Equipment (8 Hours Min.)		Per Hour
B.	Assistant Technician (8 Hours Min.)		Per Hour

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		<u>Unit Price</u>	<u>Unit</u>
11.	<u>STRUCTURAL STEEL (9.04)</u>		
	A. Structural Steel Shop or Field Inspector (4 Hrs. Min.)		Per Hour
	B. Bolt Tightening Inspection by Using:		
	11B.1 Torque Wrench		Per Hour
	11B.2 Reg. Wrench		Per Hour
	11B.3 Filler Gauge		Per Hour
12.	<u>WELDING</u>		
	A. Welding Inspector (4 Hrs. Min.) (Per Inspection)		Per Hour
	B. CWI Certified Welding Inspector (4 Hrs. Min.)		Per Hour
13.	<u>MAGNETIC PARTICLE TESTING (MAGNAFLUX)</u>		
	A. Services of a Non-Destructive Technician (8 Hrs. Min.)		Per Hour
	B. Magnaflux Testing	\$83.28	Per Test
14.	<u>ROOFING</u>		
	(All Tests Performed Shall be in Accordance with Current Edition of the Florida Building Code at Time the		
	A. Built-Up Roof Sample Analysis (Test Method for Moisture in Mineral Aggregate used for	\$57.32	Per Test
	B. ASTM 3617	\$326.64	Per Test
	C. Compression Test - Roof Tiles		Per Hour
	D. Absorption Test - Roof Tiles (Per Set of 5)	\$250.93	Per Set
	E. Up-lift Test of Roof Tiles (Per Set of 5)	\$302.85	Per Set
	F. Core Samples (Min 5 samples)	\$78.96	Per Sample
	G. Visual Inspections		
	Per Job Min.	\$767.94	Per Job Min
	Per Square Foot	\$0.18	Per Sq. Ft.
	H. Infrared Moisture Survey (Mobilization of Equipment)		
	Per Job Min.	\$854.46	Per Job Min
	Per Square Feet	\$0.28	Per Sq. Ft.
	I. Asbestos Testing	\$68.14	Per Sample
	J. Nuclear Moisture Testing		
	Per Job Min.	\$811.20	Per Job. Min
	Per Square Feet	\$0.23	Per Sq. Ft.
	Per Job Min.	\$854.46	Per Job. Min
	Per Square Feet (Additional Sq. Ft. Survey)	\$0.28	Per Sq. Ft.
	K. Bonded Pull Test (Min 5 Tests)	\$216.32	Per Test
	L. Fastener Pull Test (First 10,000 Sq. Ft. Per Deck) (Includes 10 Tests)	\$854.46	Per Test
	Per New Roof (Core Sample) (Min 5 Tests)	\$54.08	Per Test
	Existing Roof (Core Sample) (Min 5 Tests)	\$64.90	Per Test
	M. Bell Chamber Test (Max. 2 Tests / Any Additional Test \$300.00)	\$811.20	Per Test
	N. Tile Uplift Test (TAS 106)		
	Per Square Feet (2,500 Sq. Ft.)	\$270.40	Per Sq. Ft.
	Additional per Square	\$21.63	Per Sq. Ft.
	O. Engineer's Report		Per Hour
15.	<u>SOILS/SOILS TESTING</u>		
	A. Arsenic EPA 206.3	\$30.28	Per Test
	B. Cadmium EPA 213.1	\$30.28	Per Test
	C. Chromium EPA 218.1	\$30.28	Per Test
	D. Iron EPA 236.1	\$30.28	Per Test
	E. Lead EPA 239.1	\$30.28	Per Test
	F. Mercury EPA 245.1	\$46.51	Per Test
	G. Selenium EPA 270.3	\$30.28	Per Test
	H. Silver EPA 272.1	\$30.28	Per Test
	I. TCLP/ SPLP Extraction	\$156.83	Per Test
	J. Preparation Sludge / Soil	\$63.81	Per Test
	K. Sampling (Environmental)	\$70.30	Per Test
	L. Agricultural Soil Analysis - S/7	\$117.64	Per Test
	M. Nitrogen - Nitrate	\$43.26	Per Test
	N. Nickel	\$30.28	Per Test
	O. Zinc	\$30.28	Per Test
	P. PH	\$22.71	Per Test
16.	<u>WATER TESTING</u>		
	A. EPA 601 & 602	\$181.08	Per Test
	B. EPA 610	\$166.57	Per Test
	C. EPA 8100	\$178.46	Per Test
	D. EPA 504.1	\$97.34	Per Test
	E. EPA 239.2	\$51.92	Per Test
	F. EPA 418.1	\$102.75	Per Test
	G. PH	\$34.61	Per Test
	H. BOD	\$54.08	Per Test
	I. COD	\$51.92	Per Test
	J. Bacteriological Water (Potable) Analysis (Includes		
	17J.1 Total Coliforms (Standard Method No. 9222B)	\$49.75	Per Sample
	17J.2 Total Coliforms with Confirmation for E-Coli (Std. Method No. 92223B)	\$49.75	Per Sample
	17J.3 Presence / Absence of Coliform Groups (Standard Method No. 9221D)	\$49.75	Per Sample
	17J.4 Sampling / Environmental (Pick-up of Sample)	\$70.30	Per Test

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		Unit Price	Unit
K.	Copper	\$30.28	Per Sample
L.	Phenols	\$77.88	Per Test
M.	Oil & Grease	\$75.71	Per Test
N.	Total Dissolved Solids	\$25.96	Per Test
O.	Total Suspended Solids	\$25.96	Per Test
P.	504	\$73.55	Per Test
Q.	Soil 8010 / 8020	\$181.71	Per Test
R.	Bacteriological Testing for Potable Water Mains	\$91.94	Per Test
17.	ASBESTOS TESTING (Includes Sample Pick-Up)		
A.	PLM (Polarized Light Microscopy)	\$43.26	Per Sample
B.	PCM (Phase Contrast Microscopy)	\$32.45	Per Sample
C.	TEM (Transmission Electron Microscopy)	\$237.95	Per Sample
18.	INDOOR AIR QUALITY TESTING		
A.	Environmental Laboratory Analysis Fees:		
19A.1	On-Site Collection		
	Bioaerosols: 5 Predominant Organisms Identified		
x	Fungi-Only Single, Characterization and Quantization.	\$248.77	Per Sample
x	Bacteria-Only Single, Characterization and Quantization	\$248.77	Per Sample
x	Fungi or Bacteria, Qualitative Only	\$189.28	Per Sample
x	Microscopic Only (Air-O-Cell)	\$162.24	Per Sample
19A.2	On-Site Collection		
	Bulk / Wipe Samples: 5 Predominant Organisms Identified		
x	Fungi, Characterization and Quantization	\$162.24	Per Sample
x	Bacteria, Characterization and Quantization	\$162.24	Per Sample
x	Both Fungi or Bacteria, Qualitative Only	\$162.24	Per Sample
x	Both Fungi or Bacteria, Qualitative (Colony Count)	\$162.24	Per Sample
19A.3	On-Site Collection		
	Legionella Pneumophila:		
x	Detection	\$237.95	Per Sample
x	Identification	\$270.40	Per Sample
19A.4	On-Site Collection		
	Other Microbiological & Special Culture:		
x	Cryptococcus (Bulk)	\$411.01	Per Sample
x	Other Pathogens	\$557.02	Per Sample
19A.5	On-Site Collection		
	Allergen Essay:		
x	Mite Characterization and Qualitative	\$246.60	Per Sample
x	Cat Characterization and Qualitative	\$237.95	Per Sample
x	Cockroach Characterization and Qualitative	\$246.60	Per Sample
x	Endotoxin Characterization and Qualitative	\$302.85	Per Sample
x	Allergen Essay (All of the Above)	\$459.68	Per Sample
19A.6	On-Site Collection		
	Chemical Essay:		
x	Total Volatile Organic Compounds (TVOC)	\$335.30	Per Sample
x	Pesticide	\$421.82	Per Sample
19A.7	On-Site Collection		
	Particulate Analysis:		
x	Gravimetric Analysis	\$200.10	Per Sample
x	Laser Diode Particulate Analysis	\$359.09	Per Sample
x	Microscopic Evaluation (Air-O-Cell)	\$237.95	Per Sample
		\$135.20	Per Hour
B.	Certified Industrial Hygienist		
19.	ENVIRONMENTAL ENGINEERING – CONTAMINATION ASSESSMENT AND MONITORING		
A	WATER/ SOIL TESTING (Does not include sample collection)		
20A.1	EPA 8260	\$189.40	Per Test
20A.2	EPA 8270	\$309.26	Per Test
20A.3	EPA 8082	\$109.96	Per Test
20A.4	EPA 8081	\$150.99	Per Test
20A.5	EPA 8141	\$163.71	Per Test
20A.6	EPA 8151	\$193.79	Per Test
20A.7	Total Petroleum Recoverable Hydrocarbons by Method FL-PRO	\$89.96	Per Test
20A.8	PFAS Analytes (29 analytes) Methods 8327, 1633 (draft as of 9/3/21), 537.1 or similar.		Per Test
20A.9	Metals - EPA 6010	\$20.80	Per Test
20A.10	Metals - EPA 7470	\$21.84	Per Test
20A.11	Parameters not included - to be quoted on as needed		
B	EQUIPMENT		
20B.1	Groundwater Sampling Equipment (peristaltic pump, DTW, pH, Temp, DO, Turbidity)	\$166.40	per day
20B.2	Groundwater Sampling Equipment	\$88.40	per half day
20B.3	Organic Vapor Analyzer	\$150.80	day
20B.4	Summa Canister Rental incl, flow regulator, canister for 1 week, and overnight shipping(2-way)		each
20B.5	Hand Auger	\$15.60	day
20B.6	Personal Protective Equipment	\$15.60	per man/day
20B.7	Groundwater Sampling -Disposables (Gloves, tubing, decontamination materials)	\$10.40	per gw sample
20B.8	Vehicle Usage	\$78.00	per day

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		<u>Unit Price</u>	<u>Unit</u>
	20B.9 Vehicle Usage	\$52.00	per half day
	20B.10 Mileage	\$0.77	per mile
	20B.11 Disposal of Non-Hazardous Waste Soil or Groundwater		Per Drum
20.	<u>ENVIRONMENTAL ENGINEERING – REMEDIAL ACTION PLAN DESIGN. TO BE NEGOTIATED</u>		
	A. Preparation of Remedial Action Plan		
	21A.1 Level 1 Remedial Action Plan		As per Service Fee
	21A.2 Level 2 Remedial Action Plan		As per Service Fee
	21A.3 Limited Scope Remedial Action Plan - Level 1		As per Service Fee
	21A.4 Limited Scope Remedial Action Plan - Level 2		As per Service Fee
	Site specific pricing may be appropriate for certain conditions and can be quoted.		
21.	<u>ENVIRONMENTAL ENGINEERING REMEDIAL ACTION PLAN/IMPLEMENTATION/OPERATION/MAINTENANCE. TO BE NEGOTIATED</u>		
	A Remedial System Installation		As per Service Fee
	To be quoted on a case by case basis - site specific conditions and equipment will dictate system		
	B RAP Implementation		As per Service Fee
	To be quoted on a case by case basis as function of system design and requirements		
	C Operation and Maintenance		As per Service Fee
	To be quoted on a case by case basis as function of system design and requirements		
22.	<u>MAINTENANCE OF TRAFFIC</u>		
	A. Standard MOT Plan		Per Plan
	B. Standard MOT Crew (2 Lane Road)		Per Day
	C. Municipal or Other Permit Fees		
23.	<u>ENGINEERING SERVICES</u>		
	A. Senior Technical Engineer Scientist	\$190.95	Per Hour
	B. Senior Project Manager / Registered Technical Staff	\$179.55	Per Hour
	C. Non Registered Technical Staff	\$142.50	Per Hour
	D. Support Staff / Field Staff	\$108.30	Per Hour
	E. Clerical / Administrative	\$59.85	Per Hour
	F. Engineering Technician (Applies to all Sub-Categories)	\$62.70	Per Hour
	G. Special Engineering Technician (Applies to all Sub-Categories)	\$76.95	Per Hour
	H. Special Inspector for Threshold Building (State Certified) (2 Hrs. Min)	\$156.75	Per Hour
	I. Special Inspector Designee (4 Hrs. Min)	\$91.20	Per Hour
	J. Certified Welding Inspector (CWI)	\$91.20	Per Hour

REGULAR MEETING MINUTES OF THE TOWN COUNCIL

Southwest Ranches, Florida

Thursday 7:00 PM

March 12, 2026

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Gary Jablonski

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

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

Council Member Hartmann read a statement into the record addressing comments he made in reference to Steven Garate at the May 9th, 2024 Regular Town Council meeting.

Presentations

3. Presentation – Horseshoe Monument – George Morris

George Morris presented to the Town Council a possible Horseshoe Monument that would honor the volunteers and people that have served the Town throughout the years. He stated that this monument would have plaques placed on it that list the person's name as well as having a podium in front of the monument with a qr code listing the names and description of the person. He said the goal is to raise \$100,000 of private funds so that there will be no cost to the Town taxpayers. He said that each step of the process would go before the Boards for approval.

4. Public Comment

There were no Public Comments.

5. Board Reports

Debbie Green spoke on behalf of the Zero Waste Advisory Board. She discussed the International Day of Zero Waste event on March 29th, at the Southwest Meadows Preserve Pavilion. She talked about the WM Recycling Facility Tour happening on April 18th at 10:00 a.m. and encouraged residents to attend.

Debbie Green spoke on behalf of the Schools and Education Advisory Board. She stated that Flamingo Flocking would be ending this weekend and that the Barn Dance would be happening this Saturday, March 14th.

6. Council Member Comments

Vice Mayor Jablonski spoke about the following Town events:

- Water Matters Day on March 14th
- The Barn Dance on March 14th
- Wings Over the Ranches on March 14th

- March 20th – Relay for Life at the Pembroke Pines Charter School on Sheridan Street and 172 Avenue
- FLOW Mobile event on March 25th
- Rolling Oaks Easter Egg Hunt on March 28th at the Barn
- Public Workshop on the Town's Horse Trails on March 31st
- International Zero Waste Day Event on March 29th
- Wildlife Seminar at Town Hall on April 2nd
- Hazmat at the Barn on April 11th
- Unity in Diversity 5k on April 25th
- Memorial Day event on May 25th

He reminded residents that the deadline for the Town Scholarship Applications is at the end of May. He spoke about the Chili Cook Off and Car Show and stated that it was a great event, and congratulated Town Administrator Muñiz's on his win in the Chili Cook Off.

Council Member Hartmann wished everyone a Happy St. Patrick's Day. He discussed the Wings Over the Ranches event happening on Saturday, F March 14th at Country Estates Park and gave a brief description of the migration patterns of birds that may be seen on the tour. He provided an update on the Broward County Metropolitan Planning Organization's widening of Griffin Road. He said that the project is still listed as being scheduled for the year 2045 but stated that he has asked Town Administrator Muñiz to have them review restriping the road for visibility and to task them to see what can be done to improve the flow of traffic out west. He stated that the organization recently completed a traffic study, which found the road was not at capacity and did not need to be widened. He asked Town Administrator Muñiz to review the study to see if it was feasible to at least add turn lanes to alleviate traffic issues. He spoke about the Town possibly doing a bond to improve the roads and use the County surtax to pay it back.

Council Member Kuczenski discussed the issue of speeding in Sunshine Ranches. He stated the Town is still working on installing speed tables in the neighborhood and thanked the Town of Davie Police Department for their efforts to reduce dangerous driving in the Town.

Council Member Allbritton thanked all the residents that attended the Relay for Life event that raised money for Kathy Sullivan's Relay Team. He thanked John, the owner of the Wings n' Things restaurant, for allowing the use of the restaurant as a venue and all the contributions they have made to the Town. He thanked Rose Allbritton for her efforts in organizing the event. He said the Relay for Life walk will be on March 20th at the Pembroke Pines Charter School at Sheridan Street and 172 Avenue. He discussed the Memorial Day breakfast event happening on May 25th. He asked if any veterans would like to attend the event, to please contact him or Parks, Recreation & Forestry Director December Lauretano-Haines.

Mayor Breitkreuz discussed the South Florida Wildlife Center event happening on April 2nd at Town Hall. He said it was a good opportunity for the Town and its residents to get to meet members from the organization and for the organization to learn more about the Town. He spoke about

attending the City of Tamarac City Council meeting to present on the SWA Master Plan and Facilities Agreement. He said they were able to answer questions about the process and agreement. He stated that the SWA would be finalizing the Facilities Agreement next week and that document will need to be approved and adopted by the municipalities in the County. He said that 80% of the population of the municipalities was needed to approve the Facilities Agreement to adopt the Master Plan. He spoke about the SWA pledge drive and encouraged members of the public to sign the pledge so other cities in the County will recognize that their residents support the Master Plan. He discussed the upcoming Workshop meeting on March 31st regarding the Multi-Use Horse Trails. He said the purpose of the meeting was to develop a Townwide plan for the horse trails that would focus on the trails system and safety of the trails.

7. Legal Comments

Town Attorney Poliakoff stated there were no legal comments.

8. Administration Comments

Town Administrator Muñiz advised Town Council that at the March 5th Public Safety and Traffic Committee there were attendees at the meeting that asked to be appointed to the Committee. He asked Town Council if they would like to make formal appointments for those residents.

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

MOTION: TO APPOINT CHERE REYNOLDS, BEN HODGERS, AND ALEXIS DAGER, TO THE PUBLIC SAFETY AND TRAFFIC COMMITTEE.

Town Administrator Muñiz provided an update on the Florida Department of Transportation response to the Town requests for assistance on improvements to the interchange at I-75 and Griffin Road. He said that the FDOT analyzed crash data for the area and stated they identified a notable shift in the crash patterns and that FDOT would investigate further. He spoke about the Town's strategic planning process and that there will be a vision and goal setting meeting on Saturday, April 4th at 9:00 a.m. at Rolling Oaks Barn. He said the meeting will be an opportunity for the Town Council, Town Administration, and Department Heads to meet with the strategic planning consultants to further develop the strategic plan. Lastly, he spoke about the Chili Cook Off and Car show and stated that Vice Mayor Jablonski was a great mentor for the competition.

Vice Mayor Jablonski asked Town Administrator Muñiz if there was an applicant for the Town Parks Board included in the names he read earlier. After discussion with Town Clerk Ruesga, it was clarified that Mailin Beckman had requested to join the Parks Board.

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

MOTION: TO APPOINT MAILIN BECKMAN TO THE PARKS, RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD.

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.

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

MOTION: TO APPROVE THE RESOLUTION.

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.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Allbritton, and passed by a 5-0 roll call vote. The vote was as follows: Council Member Kuczenski, Vice Mayor Jablonski, and Mayor Breitzkreuz voting yes, and Council Members Allbritton and Hartmann voting no.

MOTION: TO APPROVE THE RESOLUTION.

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.

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

MOTION: TO APPROVE THE RESOLUTION.

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.

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

MOTION: TO AMEND THE RESOLUTION TO REFLECT ONLY THE ADDITION OF THE \$100 NOTIFICATION FEE FOR RESIDENTIAL OUTDOOR ASSEMBLY PERMITS.

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.

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

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, 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.

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

MOTION: TO APPROVE THE RESOLUTION.

Discussion

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

Mayor Breitkreuz introduced the item as a discussion on creating an Ordinance regarding Town Council Compensation to be placed on the upcoming November election ballot. He said that there are two proposed ballot questions between which the Town Council will decide. He stated that it has been over twenty years since the last salary increase for the Town Council and expressed that he felt it was time for an increase.

A discussion ensued between Town Council, Town Administrator Muñiz, Town Financial Director Lopez, and Town Attorney Poliakoff on the differences, merits, and drawbacks, between the two ballot questions. The first option gave the Town Council the authority to increase salaries with a supermajority vote. The second option increased the Town Council's compensation and then adjusted it annually with a cost-of-living adjustment.

The consensus of the Town Council was to select the ballot question increasing the Council Member compensation to \$1,500 a month and the Mayor salary to \$2,000 a month, with a maximum annual three percent (3%) cost of living increase based on the Consumer Price Index for Wage Earners and Clerical Workers. The Town Council added the clause that the cost-of-living increases will occur on September 30th of each year, with the exception of the first year due to the initial flat fee increase.

Council Member Hartmann reread his earlier statement correcting the name to John Steven Garate.

16. Adjournment

Meeting adjourned at 8:32 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 11th day of June, 2026.

Steve Breitkreuz, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO

ENSURE THAT 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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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

March 26, 2026

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Gary Jablonski

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

A Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:03 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

At this time Mayor Breitkreuz recognized Town of Davie Detective Eddy Velazquez as the 2025 Town of Southwest Ranches Officer of the Year. Town Administrator Muñiz read a statement describing Detective Velazquez's work history and accomplishments. Detective Velazquez was recognized with a plaque and gift certificate.

Presentations

3. Town Council Acceptance of the Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2025

Town Financial Administrator Lopez provided an explanation of the Annual Comprehensive Financial Report. He highlighted key aspects of the report including that the unassigned fund balance stayed at roughly 8.1 million with a slight increase of \$68,000; the Town spent over \$2 million in infrastructure improvements, and that the town has an unassigned fund balance of 32%, instead of the required 25%, giving the Town an excess close to \$2 million that can be used in the acquisition of an Emergency Operations Center. He thanked the Town Council and Town Administrator Muñiz for their support, as well as the department heads of the Town Staff. He thanked the Finance Team, Deputy Financial Administrator Richard Strum, Senior Accountant Arianna Durbeej, and Town Procurement Officer Christina Semeraro for their dedication and hard work. He introduced representatives from Citrin Cooperman & Company, to present the report to the Town Council. The representatives provided a brief explanation of their audit report.

4. Presentation with i9 Sports

Armando DeMolina of i9 Sports presented to the Town Council an update on the current enrollment and status of the programs in the Town and the future plans of the programs.

5. Public Comment

There were no Public Comments.

6. Board Reports

Debbie Green spoke on behalf of the Schools and Education Advisory Board. She thanked all the residents that participated in the Flamingo Flocking and Barn Dance events. She discussed the

measures used at the Barn Dance to reduce waste, such as recycling and composting. She stated that the Town's 5k would be April 25, 2026, and encouraged everyone to participate to help raise funds for the Town's College Scholarship Fund.

7. Council Member Comments

Vice Mayor Jablonski spoke about the following Town events:

- Rolling Oaks Easter Egg Hunt on March 28th at the Barn
- Public Workshop on the Town's Horse Trails on March 31st
- International Zero Waste Day Event on March 29th
- Wildlife Seminar at Town Hall on April 2nd
- Hazmat at the Barn on April 11th
- April 25, 2026 Unity in Diversity 5k
- A tentative Strategic Planning meeting at Town Hall on April 27th
- Memorial Day event on May 25th
- Deadline of May 29th for the Town Scholarship Fund
- Possible FLOW Mobile event on April 22nd

He provided advice on using germicidal bleach as an alternative for killing weeds. He reminded residents that Mother's Day is May 10th.

Council Member Hartmann discussed the International Day of Zero Waste event on March 29th. He said that if the Farmer's Market closed due to inclement weather, then the event would be canceled, but if the Market was open, the event would start at 1:00 p.m. He provided additional information on statements made by Vice Mayor Jablonski regarding weed removal.

Council Member Kuczenski provided an update on the Sunshine Ranches HOA elections and stated that the Board had been reelected. He thanked Chris Brownlow for her work as the Sunshine Ranches HOA President, as well as serving on the Schools and Education Advisory Board and the Parks, Recreation, Forestry, and Natural Resources Advisory Board. He said the Town Council is still working on the placement of speed tables in Sunshine Ranches to reduce speeding in the neighborhood.

Council Member Allbritton spoke about the Rolling Oaks Easter Egg Hunt on March 28th at the Barn. He spoke about the Relay for Life dinner event at Wings n' Things and the Relay for Life Walk. He thanked Town resident, Eric Hullman, for voluntarily picking up the trash along Griffin Road between 166 Avenue and 178 Avenue. He discussed attending the Town of Davie's Police Department Awards presentation. He said that the Town is lucky to have a great partnership with the Town of Davie Police Department. He talked about the Town's Memorial Day event for Veterans and asked if any veterans were interested in attending, to please contact him or Parks, Recreation & Forestry Director December Lauretano-Haines.

Mayor Breitzkreuz provided an update on the Solid Waste Authority Master Plan. He stated that there was a setback passing the Facilities Agreement and that it is still moving forward, however, it is not ready to be provided to the public yet. He spoke about the issue of reporting potholes on social media. He said that if anyone needed to contact him, to please call him on his cell phone instead of social media, because he does not check it often. He discussed Town Administration sending out letters to local auto dealerships to ask them to drive safely in the Town during their test drives and said this has helped slow down traffic from the dealerships in the past. He spoke about the Town Hall Workshop happening on March 31st for the Horse Trails. He asked that members of the equestrian community please come to the meeting to provide their thoughts and ideas on what can help the Town improve the horse trails around Town. He discussed the bid that was put out to the public regarding the five signs to be placed in front of the parks in Town. He said that the bid came back at approximately \$230,000, which was \$130,000 over budget. He stated that he was not comfortable purchasing the five signs at that cost due to the uncertain future of the Town's budget. Vice Mayor Jablonski suggested sending the design back to the Rural Public Arts and Design Advisory Board for changes. Mayor Breitzkreuz stated that he would prefer reducing the number of signs to two for this fiscal year and wanted suggestions on which park to place the signs. Council Member Hartmann interjected that the placement of the signs was decided upon by the Board. He suggested sending out the bid again. Further discussion ensued on which action to take with the signs with the consensus to have Town Administrator Muñiz contact the vendor to see if any modifications can be done to reduce costs.

8. Legal Comments

Town Attorney Poliakoff congratulated Detective Velazquez on his award and Town Financial Administrator Lopez on the accomplishments of the audit. He provided an update on the potential property site for the fire station and said that the Town has hired an appraiser to assess the property, and the property value was appraised at \$1.980 million. He said copies of the report would be provided to the Town Council and the property owner's legal counsel. He discussed the next steps in the acquisition of the property and told Town Council they would see a Resolution on the agenda within the next 30 days.

9. Administration Comments

Town Administrator Muñiz advised Town Council that there are two upcoming meetings for the Town's Strategic Planning. The Visioning Session on Saturday, April 4th, from 9:00 a.m. to 1:00 p.m. at the Barn, and the Community Workshop at Town Hall on Monday, April 27th, at 7:00 p.m. He discussed the repair and replacement of fire wells in the Town and the necessity of a quick turnaround to fix the wells due to life safety issues. He asked Town Council for a consensus that as part of his administrative duties to be able to authorize these repairs without Council consent and that if the costs were over his purchasing threshold, that he would bring a Resolution to Town Council for authorization after the fact. There was a consensus by Town Council to allow the Town Administrator to authorize these repair costs, with the caveat that he would notify Town Council immediately if the cost went over the Town's budget.

Ordinance – 2nd Reading

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

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

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

Ordinance – 1st Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE CODE OF ORDINANCES CHAPTER 14, "PARKS AND RECREATION", ARTICLE II, "PARK RULES AND REGULATIONS", TO CREATE A NEW SECTION OF THE TOWN CODE ENTITLED "PUBLIC SMOKING AND VAPING PROHIBITION"; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Vice Mayor Jablonski, seconded by Council Member Kuczenski, and passed by a 5-0 roll call vote. The vote was as follows: Council Member Kuczenski, Vice Mayor Jablonski, and Mayor Breitkreuz voting yes, and Council Members Allbritton and Hartmann voting no.

MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE TOWN CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO TABLE THE ITEM TO THE APRIL 23, 2026 REGULAR TOWN COUNCIL MEETING.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH ABBE & ASSOCIATES, LLC DBA ZERO WASTE ASSOCIATES ("ZERO WASTE ASSOCIATES") IN THE AMOUNT OF THIRTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$35,000.00) FOR ZERO WASTE CONSULTING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA ACCEPTING THE SELECTION COMMITTEE'S RECOMMENDATION AND AWARDED A CONTINUING SERVICES AGREEMENT WITH RES FL CONSULTING LLC DBA ESCIENCES FOR IMPLEMENTATION OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT REQUIREMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE FOUR HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED FIFTY-EIGHT DOLLARS AND ZERO CENTS (\$485,358.00) FOR A TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION PROJECT IN THE GREEN MEADOWS NEIGHBORHOOD, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING SIX (6) CHANGE ORDERS TO THE AGREEMENT WITH EAST COAST BUILDERS AND DEVELOPERS TOTALING FIFTY-ONE THOUSAND SEVENTY DOLLARS AND ZERO CENTS (\$51,070.00) FOR CONSTRUCTION OF THE SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE CHANGE ORDERS; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

16. Approval of Minutes

a. December 11, 2025 Regular Meeting Minutes

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

MOTION: TO APPROVE THE DECEMBER 11, 2025 REGULAR MEETING MINUTES.

17. Appointments

a. 2026-2027 Broward League of Cities Board of Directors Appointment, Alternate, and Second Alternate

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

MOTION: TO APPOINT COUNCIL MEMBER ALLBRITTON AS THE DIRECTOR, VICE MAYOR JABLONSKI AS THE ALTERNATE, AND COUNCIL MEMBER KUCZENSKI AS THE SECOND ALTERNATE.

b. Broward MPO Citizens' Advisory Committee Member Selection

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

MOTION: TO TABLE THE ITEM TO THE APRIL 23, 2026 REGULAR TOWN COUNCIL MEETING.

18. Adjournment

Meeting adjourned at 8:52 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 11th day of June, 2026.

Steve Breitkreuz, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT 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.