



Southwest Ranches Town Council

REGULAR MEETING

Agenda of June 25, 2026

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

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

Quasi-Judicial Hearings

Please be advised that the following item on the Council agenda is quasi-judicial in nature. All witnesses who will testify on any item in this portion of the Agenda will be sworn. Participants who are members of the general public need not be sworn and will not be subject to cross-examination if they are not sworn. However, the Council shall not assign un-sworn testimony the same weight or credibility as sworn testimony in its deliberations.

The applicant has the burden of proof. After the applicant's concluding remarks, the hearing will be closed and no additional testimony, material or argument will be allowed unless the Council chooses to request additional testimony. The members of the Town Council will then deliberate.

All evidence relied upon by reasonably prudent persons in the conduct of their affairs may be considered in these proceedings, regardless of whether such evidence would be admissible in a court. Hearsay evidence may supplement or explain other evidence, but shall not alone support a conclusion unless it would be admissible over objection in court. The material in the Town Council agenda will be considered as evidence without authentication.

Anyone representing an organization must present written evidence of his or her authority to speak on behalf of the organization in regard to the matter under consideration. Each person who appears during a public hearing shall identify himself or herself and give their address, and if appearing on behalf of an organization state the name and mailing address of the organization. The Council may, on its own motion or at the request of any person, continue the hearing to a fixed date, time and

place.

No notice shall be required if a hearing is continued to a fixed date, time and place. Any Applicant shall have the right to request and be granted one continuance; however, all subsequent continuance shall be granted at the discretion of the Council and only upon good cause shown.

3. Archbishop McCarthy SP 89-26

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP-89-26 BY ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL TO AMEND ITS SITE PLAN BY ADDING TEN PORTABLE CLASSROOMS, STABILIZED TURF OVERFLOW PARKING, AN EIGHT-FOOT-HIGH PRECAST WALL ON THE OUTSIDE OF THE NORTH AND WEST SIDES OF THE EXISTING BERM, AND BY INCREASING THE ENROLLMENT CAP; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Presentations

4. Sikh Youth Association Presentation

5. 2026 Schools and Education Advisory Board College Scholarship Recipient Awards

6. Sneaker Impact

7. TransitFORWARD2040

8. 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.

9. Board Reports

10. Council Member Comments

11. Legal Comments

12. Administration Comments

Resolutions

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH ALLSTATE RESOURCE MANAGEMENT, INC. IN THE AMOUNT OF THIRTY-ONE THOUSAND NINETY-TWO DOLLARS (\$31,092.00) FOR LAKE AND WETLAND MAINTENANCE SERVICES ON EIGHT TOWN PARKS AND PUBLIC PROPERTIES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO

EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SECOND 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 SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE TOWN CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED SECOND 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.**
- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICES TO 5560 HANCOCK ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.**
- 16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING THE APPROVAL OF PAYMENTS FOR WATER AND SEWER PERMIT FEES TO THE CITY OF SUNRISE TOTALING THIRTY THOUSAND ONE HUNDRED TWENTY-SEVEN DOLLARS AND TWO CENTS (\$30,127.02) AND APPROVING A BUDGET AMENDMENT TO UTILIZE UNASSIGNED FUND BALANCE FOR THE SOUTHWEST MEADOWS SANCTUARY PARK PAVILION AND RESTROOMS PROJECT; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**
- 17. Approval of Minutes**
 - a. April 9, 2026 Regular Meeting Minutes**
 - b. April 23, 2026 Regular Meeting Minutes**
 - c. May 14, 2026 Regular Meeting Minutes**
 - d. May 28, 2026 Town Council Regular Meeting Minutes**

18. Adjournment

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

OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell Muniz, MBA, MPA, ICMA-CM
FROM: Jeff Katims
DATE: 6/25/2026
SUBJECT: Archbishop McCarthy SP 89-26

Recommendation

Town Council consideration for approval with conditions enumerated in the agenda report.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety
- D. Improved Infrastructure

Background

The high school and Archdiocese of Miami request modification of the approved site plan for:

- 1) Ten (10) additional portable classrooms
- 2) Enrollment increase from 1,800 to 2,200 students
- 3) Additional stabilized turf parking
- 4) An 8-foot pre-cast wall adjacent to the existing berm

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims, Planner

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/18/2026	Resolution
Agenda Report	6/18/2026	Executive Summary
Resolution Exhibit "A" - Site Plan	6/18/2026	Exhibit
Survey	6/18/2026	Backup Material
Mail notice map	6/18/2026	Backup Material
Mail notice list	6/18/2026	Backup Material

RESOLUTION NO. 2026-XXX

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP-89-26 BY ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL TO AMEND ITS SITE PLAN BY ADDING TEN PORTABLE CLASSROOMS, STABILIZED TURF OVERFLOW PARKING, AN EIGHT-FOOT-HIGH PRECAST WALL ON THE OUTSIDE OF THE NORTH AND WEST SIDES OF THE EXISTING BERM, AND BY INCREASING THE ENROLLMENT CAP; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Archdiocese of Miami, Edward A. McCarthy High School ("School") is the current owner of Broward Central Catholic High School Plat, as recorded in Plat Book 163 Page 32 of the Broward County, Florida Public Records ("Property"); and

WHEREAS, the School requests site plan approval for the following modifications to the approved site plan:

1. Erect 10 temporary portable classroom buildings totaling approximately 8,460 square feet.
2. Increase enrollment from 1,800 students to 2,200 students
3. Extend the stabilized grass parking between the baseball fields and add landscape islands within the existing stabilized grass parking area.
4. Erect an 8-foot precast wall on the north and west sides of the landscaped berm located west of the football field.

WHEREAS, the Town Council of the Town of Southwest Ranches, Florida ("Town Council") finds that the proposed site plan amendment will comply with the requirements of the Town's Unified Land Development Code ("ULDC") upon implementation of the conditions set forth herein.

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

Section 1. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. That, upon reviewing the application, analysis of the Town Staff, testimony and the evidence submitted at a duly noticed public hearing held on June 25, 2026, the Town Council hereby approves Site Plan Modification Application No. SP-89-26, attached as Exhibit "A" hereto, in accordance with the following stipulated conditions:

1. Prior to issuance of the first building permit for any of the site plan improvements, the School, its successors or assigns ("Owner") shall:
 - a. Make minor corrections to dimensions, labeling and site data per DRC comments to be approved administratively.
 - b. Provide a landscape and irrigation plan for the landscape islands within the stabilized grass parking area, to be approved administratively.
 - c. Install a minimum 5-foot-wide curb ramp with 5-foot-wide clear path through the central driveway median for equestrians to cross using the Flamingo Road trail. Owner shall coordinate with Town staff for additional specifications.
2. Prior to issuance of a building permit for the proposed portable classrooms and any increase in the 1,800-student enrollment cap, Owner shall:
 - a. Complete the approved parking lot expansion together with required landscaping, widen the south driveway to meet ULDC requirements for two-way traffic, and implement the operational recommendations in the Traffic Impact Study prepared by KBP Consulting, Inc. on December 2025 ("Traffic Study"), attached hereto as Exhibit "B." It is acknowledged that any changes to the traffic signal timings will require approval from Broward County Traffic Engineering Division, and that inability to modify the traffic signal timing may limit the student enrollment the school has requested.
 - b. Execute an amendment to the Declaration of Restrictive Covenants, recorded as instrument number 117571300, that reflects the increased student enrollment cap that is subject to the terms of the Agreement, in a form approved by the Town Attorney.
 - c. Provide an outdoor lighting plan with luminaire details.
 - d. Obtain final Davie Fire Department approval of the site plan.

Upon completion of these obligations, the enrollment cap for the applicable school year shall be increased to 2,050 students ("First Enrollment Increase"), and Owner may obtain building permits for the 10 proposed portable classrooms.

3. The Town shall cause periodic monitoring and evaluation of vehicle queues and traffic flow on Flamingo Road and its intersections with NW 53rd and 55th Streets and school driveways by a registered transportation engineer of its choosing.
 - a. Owner shall be responsible for the transportation engineer's fees on a cost-recovery basis. Operational recommendations for improving circulation and

traffic flow may be made based upon observations, and Owner shall be required to implement them prior to any further enrollment increase.

- b. Owner shall provide the Town with student attendance data for each day during which traffic conditions are monitored.
4. At such time as the Town may find that vehicle queues and traffic flow on Flamingo Road can support additional enrollment without exceeding the turn lane queues and traffic volumes modeled in the Traffic Study, the Town Council may, by Resolution, authorize an increase in the enrollment cap to not more than 2,200 students in one or more increments. At least two academic quarters following any incremental enrollment increase must precede any further enrollment increase, during which time the Town shall monitor traffic conditions as described in paragraph ii at Owner's cost.
5. Failure to abide by the conditions of this Development Order, including but not limited to any exceedance of the student enrollment cap and misrepresentation of enrollment, shall constitute a violation of the ULDC and shall be enforceable as such. Owner acknowledges that the Town may also enforce exceedance of the student enrollment cap by requiring the removal of some or all of the 10 portables authorized by this Development Order and by withholding issuance of any further development orders and permits. Owner recognizes that the failure to comply with the conditions of this Development Order shall cause irreparable harm to the Town and that the Town may seek injunctive relief.
6. The Town Council may require that Owner stagger school hours as a remedy to traffic congestion resulting from the First Enrollment Increase, or as a condition of authorizing any subsequent increase.
7. The Town shall be given a copy of the school's enrollment report on the first and last day of each semester. Failure to provide the Town with the school's enrollment report shall be deemed to be a breach of this approval.
8. All portable classrooms shall be removed from the property upon completion of the planned two-story permanent classroom addition.

Section 3. The Mayor, Town Administrator, and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

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

[Signatures on Following Page]

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

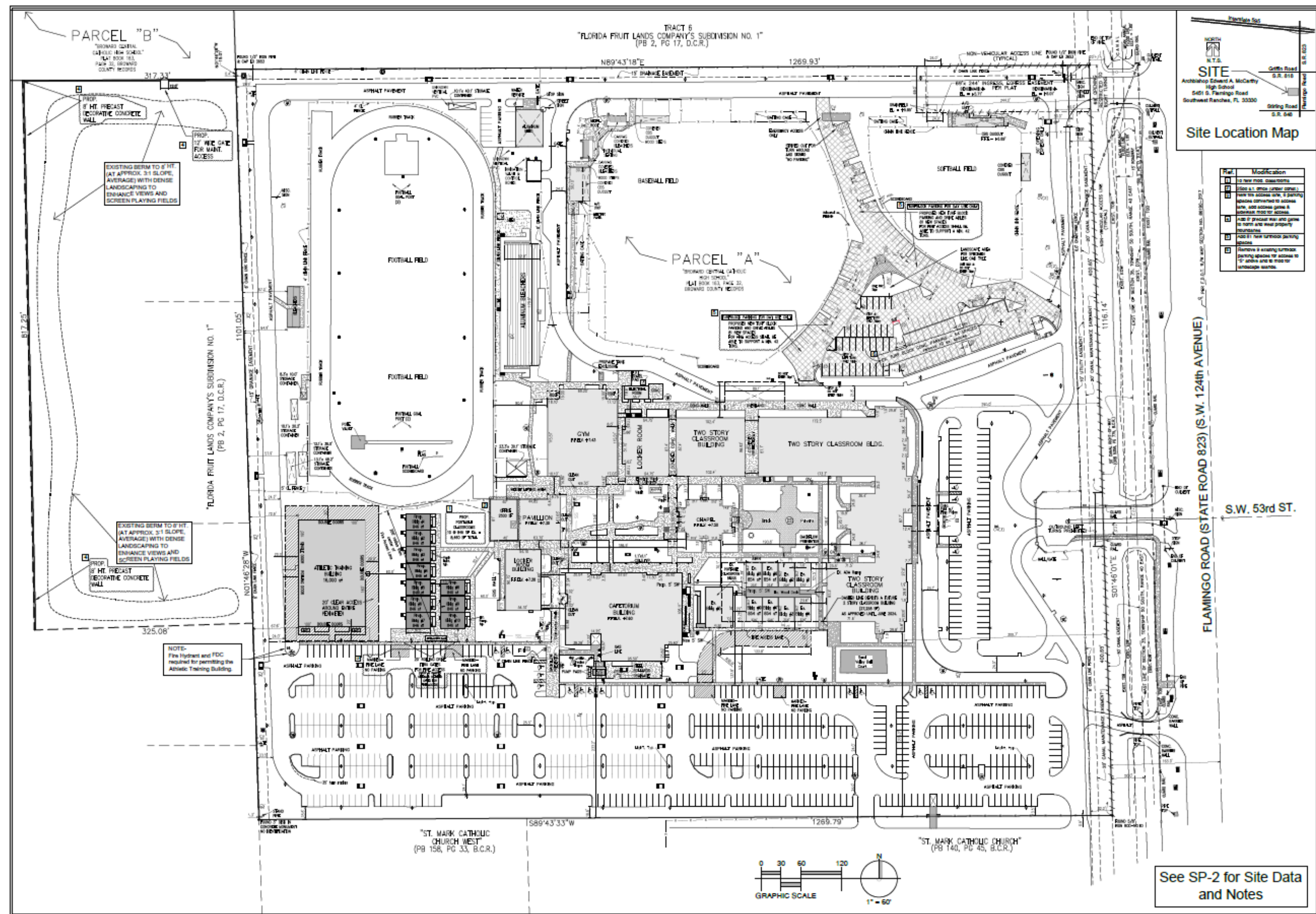
ATTEST:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2025.072

EXHIBIT “A”
PROPOSED SITE PLAN



- Provide Separate FD sheets labeled. These drawings shall clearly illustrate compliance with all Florida Fire Prevention Code, 8th Edition requirements for the proposed project including details illustrating compliance with required Fire Department Access Into and Out of the site, fire department building access requirements and that there is a reliable and adequate water Supply available for firefighting operations.
- Identify the required 35 foot inside by 50 foot outside turning radius, a 12 foot wide "clear sweep zone" shall also be added to the outside radius to provide additional space for overhang of fire department apparatus must be provided through site for emergency vehicles to enter and exit the site. NFPA 1 18.2.3.4.3
- All Fire Department access roads and bridges shall be designed and maintained to support a minimum of 42 tons and shall be provided with a surface suitable for all-weather driving capabilities NFPA 1 (18.2.3.4.2).
- Fire department access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft (46 m) from fire department access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2.
- A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. NFPA 1, 18.2.3.2.1.
- Fire Lane Signs and Fire Lane Roadway surface Markings
- Approved signs, approved roadway surface markings, or other approved notices shall be provided and maintained to identify fire department access roads and to prohibit the obstruction thereof. NFPA 1, 18.2.3.5.1
- Fire lane sign size shall be 12 inch by 18 inch, white background with red letters and shall be a maximum of seven feet in height from the roadway to the bottom part of the sign. Stating "NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPARTMENT." NFPA 1, 18.2.3.5.3
- Provide signed and sealed documentation from a professional engineer licensed in the state of Florida, that there is an approved water supply capable of supplying the required fire flow for project.
- An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into the jurisdiction. NFPA 1, 18.3.1*
- The procedure determining fire flow requirements for buildings hereafter constructed shall be in accordance with the Florida Fire Prevention Code, 8th Edition, NFPA 1 Section 18.4.

Buildings Other Than One- and Two-Family Dwellings. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table 18.4.5.1.2. (NFPA 1 18.4.5.2)

Identify the number of and location of the required fire hydrants that are either existing or that will be installed to achieve the required fire flow determined above for this project.

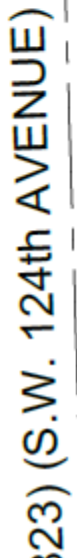
The diagram illustrates a rooftop layout with the following specifications:

- Roof Dimensions:**
 - Length: $<150\text{ ft } (<46\text{ m})$ unsprinklered (18.2.3.2.2) or $<450\text{ ft } (<137\text{ m})$ sprinklered (18.2.3.2.2.1)
 - Width: $<50\text{ ft } (<15\text{ m})$ (18.2.3.2.1)
- Access Points:**
 - Exterior access door:** Indicated by a double-headed arrow at the bottom center of the rooftop.
 - Fire department access road:** Indicated by a horizontal line at the bottom of the diagram.

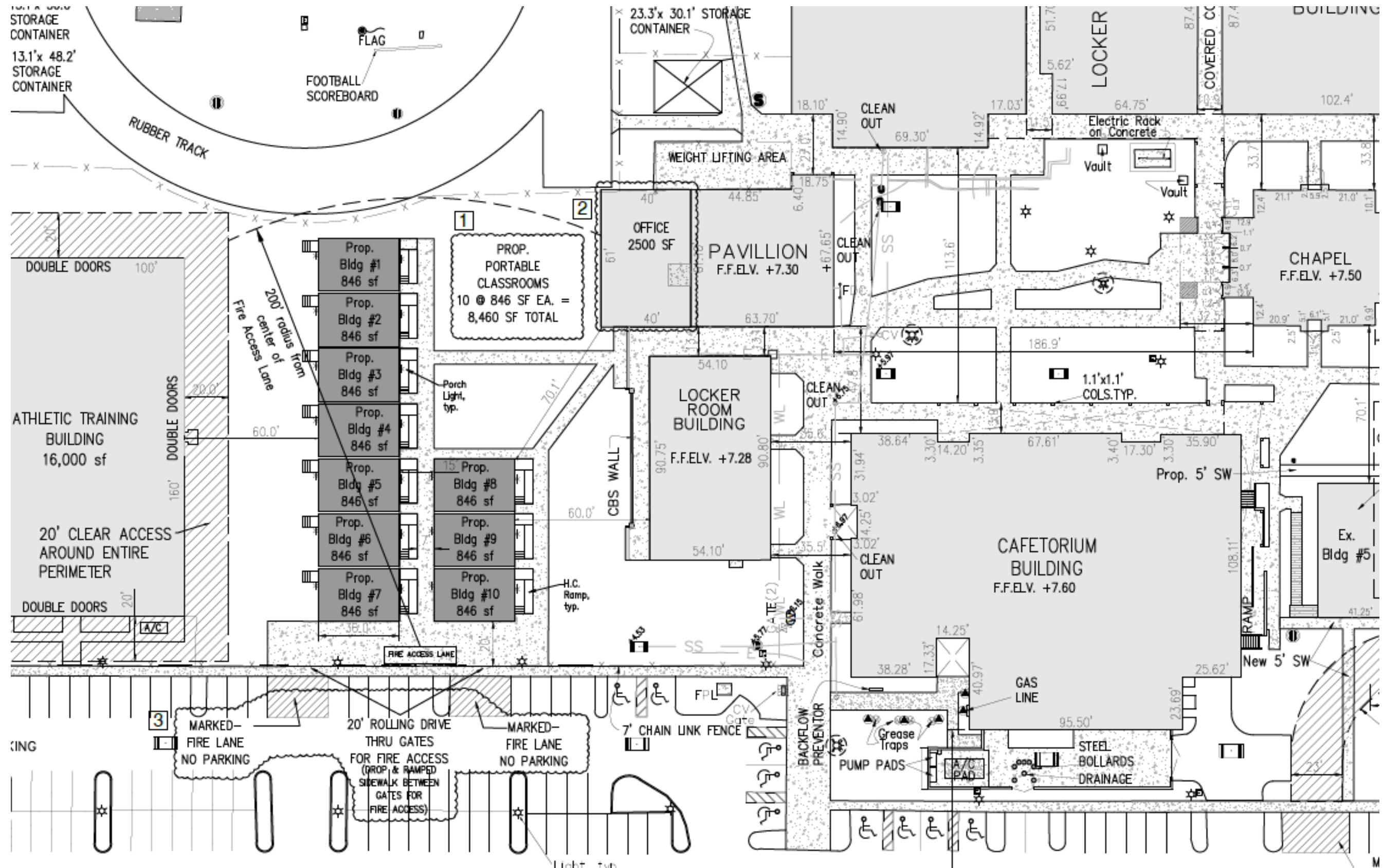
GRAND TOTAL WITH PROPOSED & FUTURE BUILDING AREA - 232,877 sf

Drawing No.
SP-2
OF 2

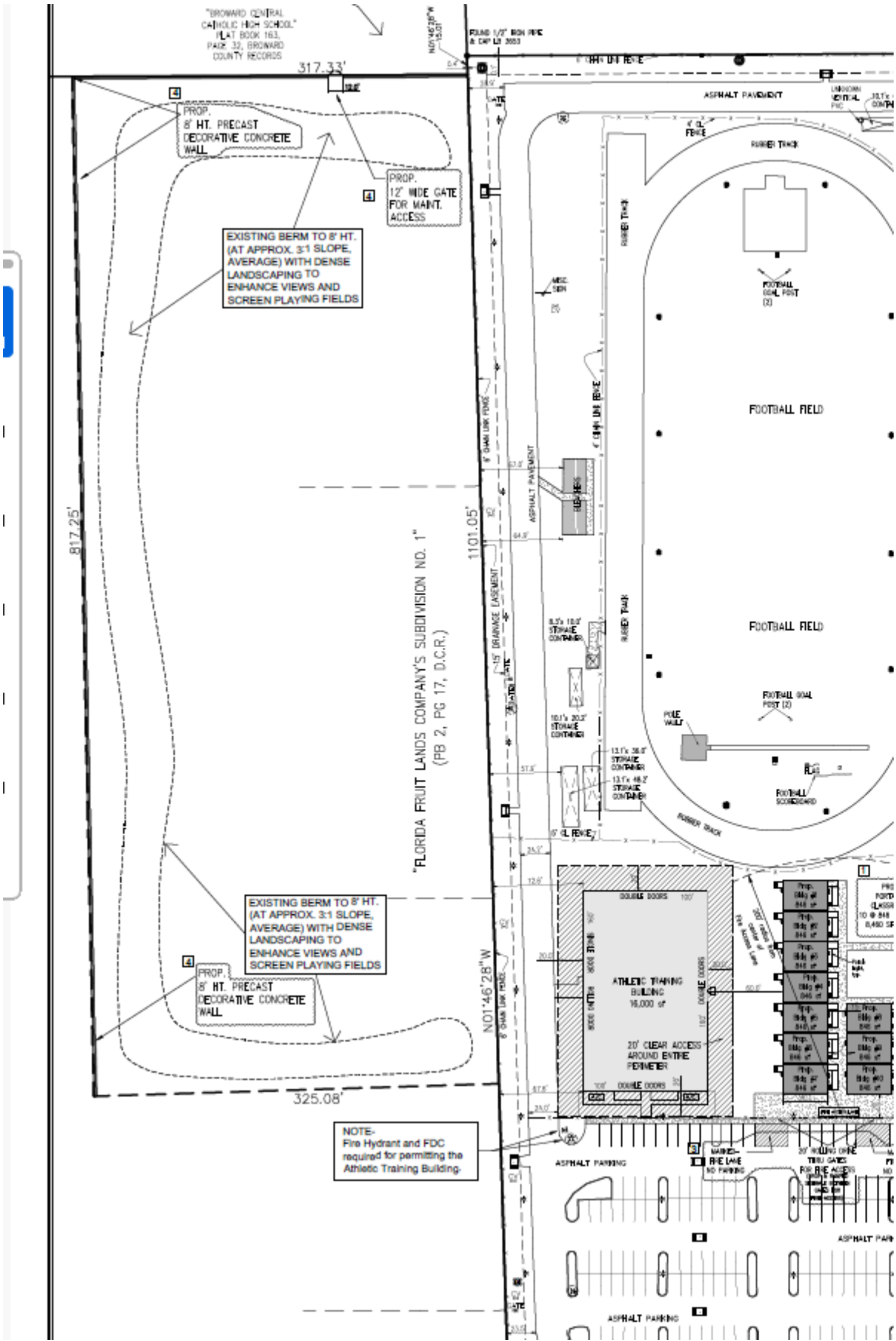
Site 1



ADDITIONAL PORTABLE CLASSROOMS CLOSEUP



PROPOSED PRE-CAST WALL CLOSEUP



**TOWN OF SOUTHWEST RANCHES
TOWN COUNCIL AGENDA REPORT**

DATE: June 18, 2026

SUBJECT: Site Plan Modification Application SP-89-26; Archbishop Edward A. McCarthy High School

ADDRESS: 5451 S. Flamingo Road

PETITIONER: Archbishop Edward A. McCarthy High School
5451 S. Flamingo Road
Southwest Ranches, FL 33330

OWNER: Archdiocese of Miami

ZONING: CF, Community Facility

**LAND USE PLAN
DESIGNATION:** CF, Community Facilities

REQUEST: Site plan modification for:
1) Ten (10) additional portable classrooms
2) Increasing allowable enrollment from 1,800 to 2,200 students
3) Additional stabilized turf parking
4) An 8-foot pre-cast wall adjacent to the existing berm

EXHIBITS: Staff Report, Aerial Photograph, Site Plan, and Mail Notification Radius Map and Mailing List.

DETAILED REQUEST:

The high school proposes to amend its approved site plan to:

- Erect ten (10) additional portable classrooms, totaling 8,460 square feet in floor area, located south of the football field, adjacent to the indoor athletic training facility. Six (6) parking spaces adjacent to the proposed portables will be converted to fire lanes. All portables would be removed upon completion of a permanent two-story classroom addition. The addition was shown on the original site plan and is still planned for construction when funding allows.
- Increase student enrollment to 2,200 students. The Town enacted an 1,800-student enrollment cap in 2020 in response to a site plan modification for additional portable classrooms that were intended for the stated purpose of reducing classroom size.

Roadway improvements and operational changes were made to alleviate congestion during peak hours of school traffic, and to allow enrollment to increase from approximately 1,600 students to 1,800 students.

- Extend the stabilized turf parking lot to the northwest, between the softball and baseball fields.
- Erect an 8-foot precast wall along the outside of the berm on its north and west sides.

BACKGROUND:

On June 25, 2020 the Town Council approved Site Plan Modification Application SP-72-18 for a 1,830 square-foot weight room addition and 18,552 square feet of classrooms in two large modular classroom buildings that would replace the existing 5,891 square feet of portables. The additional portable classrooms were never erected. The school extended three turn lanes on Flamingo Road as a requirement of this approval.

In 2023, the Town Council approved Site Plan Modification Application SP-83-23, which authorized four (4) portable classrooms to supplement the five (5) portables that existed, together with a 2,500 square-foot athletic department addition, a 16,000 square-foot indoor athletic practice facility, and an outdoor pool. The portables and indoor practice facility were erected, and the athletic department addition is under construction. The pool was not constructed. The proposed portable classrooms would occupy the area previously intended for the pool.

ANALYSIS:

Precast wall.

The Community Facility District allows fences, walls and hedges to a height of eight (8) feet. The proposed eight-foot precast wall would run along the landscaped berm on the outside of its north and west sides. The wall would have either a stone or smooth finish in a neutral color as shown below.



Traffic circulation.

The site plan satisfies transportation concurrency for the regional roadway network, which was evaluated when the restrictive use note on the plat was amended to increase the allowable building area. However, transportation concurrency does not account for the functioning of intersections, nor does it directly account for the requested enrollment increase.

A 2019 traffic impact study found that several roadway and operational improvements needed to be made in order to accommodate the traffic impact from an enrollment of 2,200 students, noting that enrollment was approximately 1,600 students at the time. In response to the study, the school extended the following turn lanes on Flamingo Road:

- Southbound right turn lane at the main entrance.
- Southbound left turn lane at the main entrance/SW 53rd Street.
- Southbound left turn lane at SW 55th Street.

Although the improvements were intended to mitigate the traffic impact for more than the current 1,800 students, the Town limited the enrollment to 1,800 students to gauge the effectiveness of the improvements before allowing additional enrollment.

As part of the current application, the school was required to conduct another traffic impact study to evaluate the performance of the improvements together with impact of the current enrollment, which is approximately 200 students greater than when the 2019 study was done. The 2026 study found that most of the traffic impact of another 400 students can be offset if the following additional measures are taken:

- *Flamingo Road and Griffin Road intersection:* request that Broward County optimize traffic signal timing to minimize the delay that would be created by additional school traffic. Broward County may or may not approve the request.
- *Flamingo Road at the north driveway:* for safety purposes, the north driveway gate should be opened no later than 1:30 PM to prevent cars stacking in the turn lane waiting for the gate to open.
- *Flamingo Road at the main / middle driveway:*
 - 1) Post an additional police officer (one is currently posted at the north entrance) on the east side of Flamingo Road. This officer would stop northbound traffic on Flamingo Road to allow the southbound left-turn / U-turns to be processed more efficiently. The officer would also monitor the vehicle queues in the northbound left-turn lane to ensure that they do not back up and obstruct the inside northbound through lane.
 - 2) Like the 2019 study, the 2026 study found that more southbound vehicles should be diverted from this driveway to the north driveway

because of the relatively heavy volume of traffic using the middle driveway and its much lower onsite queuing capacity compared to the north driveway. The school was to implement a program to make this happen per the 2019 study recommendation, but its efforts have been insufficient. The school needs a more robust plan to make this happen. A more drastic and less preferable option could be to eliminate the southbound right-turn in movement at the main driveway during the morning and afternoon peak periods.

- *Flamingo Road at the south driveway:* the existing driveway width cannot safely support two-way traffic and should be widened to comply with ULDC dimensions for same.
- *Flamingo Road and SW 55th Street intersection / St. Mark Catholic Church & School:* work with Broward County to add southbound left-turn green time to the traffic signal.

Parking.

The ULDC requires a total of 664 parking spaces for the existing and proposed building facilities, including the requested enrollment increase. The grandstands and bleachers require 846 parking spaces, which utilize the school's parking facilities after school hours and 211 parking spaces on the St. Mark's site. The site currently has 675 parking spaces, including 54 stabilized grass site spaces between the baseball and softball fields. The site plan adds 81 stabilized grass parking spaces between the baseball and softball fields, for a total of 756 onsite spaces, and 967 including the St. Mark's spaces used for athletic events.

Plat.

The existing plat note restricts development to 224,419 square feet of high school use. The site plan amendment would increase the facility size to 214,928 square feet, which is consistent with the restrictive note.

Site development regulations.

The site plan modification complies with zoning and site development regulations, as follows:

	<u>Permitted/Required</u>	<u>Proposed</u>	<u>Result</u>
Setbacks:	50' minimum	227.6'	Complies
Floor area ratio:	0.35 maximum	0.16	Complies
Impervious area:	60% maximum	44.77%	Complies
Plot coverage:	35% maximum	10.9%	Complies

Building height: 35 feet maximum Appx. 15' Complies

Landscaping.

Trees will be provided within landscape islands in the existing and expanded stabilized turf parking area.

Drainage.

The Town Engineer has approved the site plan subject to review of construction drawings.

Water and sanitary sewer.

There will be no increase in demand for water and sewer as the proposed portable classrooms will not have plumbing fixtures.

STAFF RECOMMENDATION:

Staff finds that the proposed modifications will comply with the permitted uses and development standards of the Unified Land Development Code subject to minor technical corrections on the site plan and submittal of landscape and irrigation plans for the stabilized grass parking lot expansion, both of which are recommended conditions of approval.

The potential traffic impact of the requested enrollment increase requires additional adjustments to the school's management of traffic, widening of a driveway, and traffic signal timing adjustments. While the traffic study finds that most of the impacts from the additional enrollment can be mitigated, there will be some intersections where it is not completely mitigated, and there are two intersections—Griffin and Flamingo and Flamingo and SW 55th Street (east and west approaches)—that already operate at a failing/unacceptable level of service. Further, some of the mitigation relies on Broward County consenting to the signal timing adjustments.

Staff acknowledges the large amounts of money the school has invested in roadway improvements, and that implementing the recommendations of the traffic study will provide additional mitigation. However, the school's past efforts to divert sufficient traffic from its central driveway to its north driveway—one of the major recommendations of both the 2019 and 2026 traffic studies—have not been successful. Additionally, there is no guarantee that Broward County will approve the recommended traffic signal optimizations or that future conditions will be as modelled in the study.

For this reason, Staff finds that the most prudent way to proceed is to grant the school a partial increase in enrollment conditioned upon implementing the traffic study recommendations, with a period of monitoring and evaluation before considering any further increases.

Staff recommends approval subject to the following conditions.

1. Prior to issuance of the first building permit for any of the site plan improvements, the School, its successors or assigns ("Owner") shall:
 - a. Make minor corrections to dimensions, labeling and site data per DRC comments to be approved administratively.
 - b. Provide a landscape and irrigation plan for the landscape islands within the stabilized grass parking area, to be approved administratively.
 - c. Install a minimum 5-foot-wide curb ramp with 5-foot-wide clear path through the central driveway median for equestrians to cross using the Flamingo Road trail. Owner shall coordinate with Town staff for additional specifications.
2. Prior to issuance of a building permit for the proposed portable classrooms and any increase in the 1,800-student enrollment cap, Owner shall:
 - a. Complete the approved parking lot expansion together with required landscaping, widen the south driveway to meet ULDC requirements for two-way traffic, and implement the operational recommendations in the Traffic Impact Study prepared by KBP Consulting, Inc. on December 2025 ("Traffic Study"), attached hereto as Exhibit "B." It is acknowledged that any changes to the traffic signal timings will require approval from Broward County Traffic Engineering Division, and that inability to modify the traffic signal timing may limit the student enrollment the school has requested.
 - b. Execute an amendment to the Declaration of Restrictive Covenants, recorded as instrument number 117571300, that reflects the increased student enrollment cap that is subject to the terms of the Agreement.
 - c. Provide an outdoor lighting plan with luminaire details.
 - d. Obtain final Davie Fire Department approval of the site plan.

Upon completion of these obligations, the enrollment cap for the applicable school year shall be increased to 2,050 students ("First Enrollment Increase"), and Owner may obtain building permits for the 10 proposed portable classrooms.

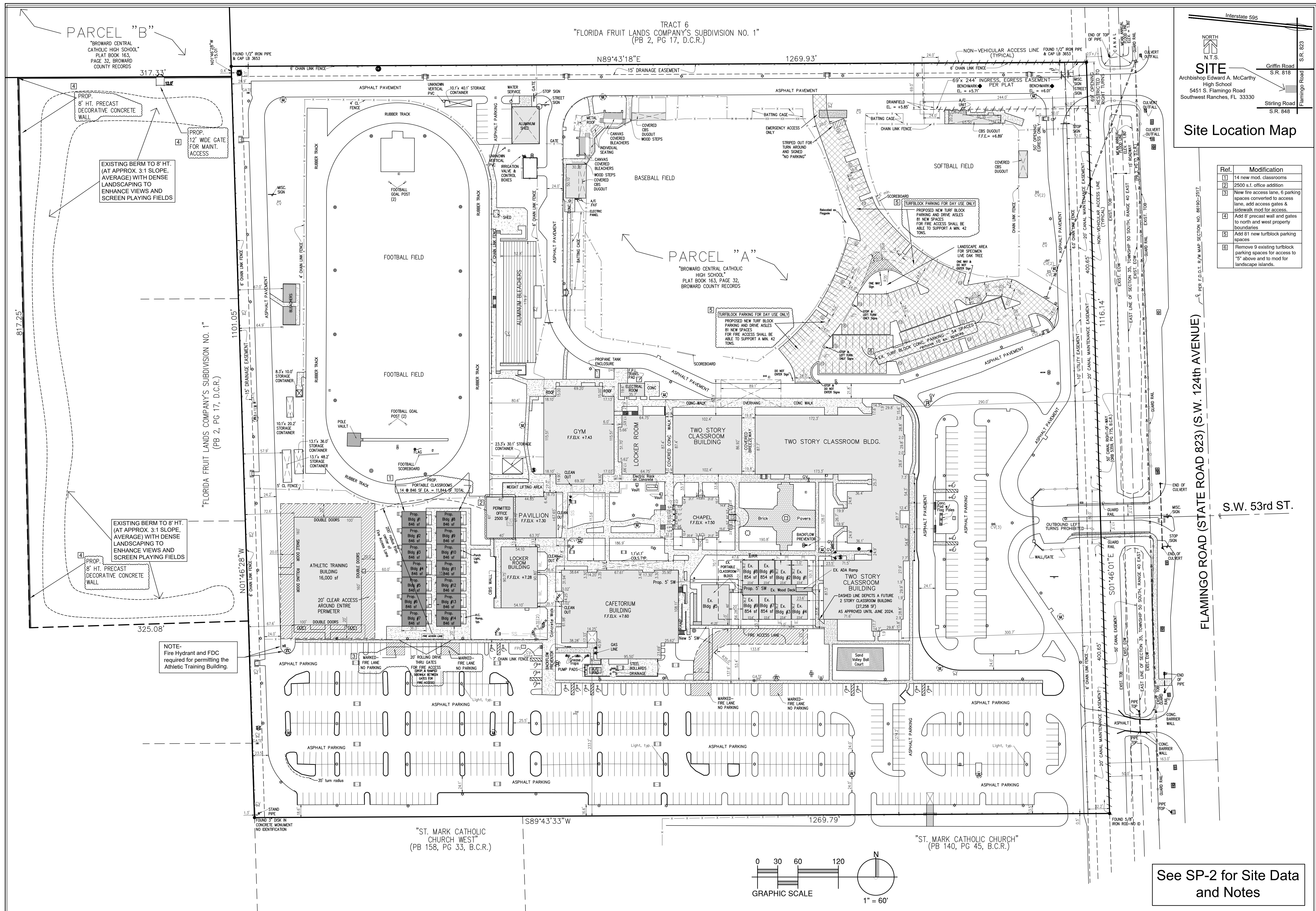
3. The Town shall cause periodic monitoring and evaluation of vehicle queues and traffic flow on Flamingo Road and its intersections with NW 53rd and 55th Streets and school driveways by a registered transportation engineer of its choosing.
 - a. Owner shall be responsible for the transportation engineer's fees on a cost-recovery basis. Operational recommendations for improving circulation and traffic flow may be made based upon observations, and Owner shall be required to implement them prior to any further enrollment increase.
 - b. Owner shall provide the Town with student attendance data for each day during which traffic conditions are monitored.
4. At such time as the Town may find that vehicle queues and traffic flow on Flamingo Road can support additional enrollment without exceeding the turn lane queues and traffic volumes modeled in the Traffic Study, the Town Council may, by resolution, authorize

an increase in the enrollment cap to not more than 2,200 students in one or more increments. At least two academic quarters following any incremental enrollment increase must precede any further enrollment increase, during which time the Town shall monitor traffic conditions as described in paragraph ii at Owner's cost.

5. Failure to abide by the conditions of this Development Order, including but not limited to any exceedance of the student enrollment cap and misrepresentation of enrollment, shall constitute a violation of the ULDC and shall be enforceable as such. Owner acknowledges that the Town may also enforce exceedance of the student enrollment cap by requiring the removal of some or all of the 10 portables authorized by this Development Order and by withholding issuance of any further development orders and permits. Owner recognizes that the failure to comply with the conditions of this Development Order shall cause irreparable harm to the Town and that the Town may seek injunctive relief.
6. The Town Council may require that Owner stagger school hours as a remedy to traffic congestion resulting from the First Enrollment Increase, or as a condition of authorizing any subsequent increase.
7. The Town shall be given a copy of the school's enrollment report on the first and last day of each semester. Failure to provide the Town with the school's enrollment report shall be deemed to be a breach of this approval.
8. All portable classrooms shall be removed from the property upon completion of the planned two-story permanent classroom addition.

SP-89-26 AERIAL LOCATION MAP





Rev. per review comments dated 01-12-26 & fir rev.	SET	04-01-26
Rev. per review comments dated 11-19-25	SET	12-05-25
Add portables, turf block patting & wall	SET	09-22-25
Rev. per fir rev review comments	SET	04-03-24
Rev. per review comments dated 09-27-23	SET	10-03-23
Rev. per review comments dated 05-24-23	SET	08-28-23
Revisions		

**Covelli
Design
Associates Inc.**

7050 West Balmetto Park Road
Suite 15-274
Boca Raton, Florida 33433
561-910-0330

LA 0000887
covelldesign.com

Urban Planning ♦ Landscape Architecture

SITE PLAN

Archbishop Edward A. McCarthy
High School
Southwest Ranches Florida

Date	09-22-2025
Scale	As Noted
PN#	1336

026-398
a5
0162-43
07-9297
020260
a166

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... 0162-4307
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...Benson I am
...of this
...contract
...Date: April
...ORLANDO
...version:
... 1987.

04-01-2026

Drawing No.
SP-1
OF 2

- Provide Separate FD sheets labeled. These drawings shall clearly illustrate compliance with all Florida Fire Prevention Code, 9th Edition requirements for the proposed project including details illustrating compliance with required Fire Department Access Into and Out of the site, fire department building access requirements and that there is a reliable and adequate water Supply available for firefighting operations.
- Identify the required 35 foot inside by 50 foot outside turning radius, a 12 foot wide “clear sweep zone” shall also be added to the outside radius to provide additional space for overhang of fire department apparatus must be provided through site for emergency vehicles to enter and exit the site. NFPA 1 18.2.3.4.3
- All Fire Department access roads and bridges shall be designed and maintained to support a minimum of 42 tons and shall be provided with a surface suitable for all-weather driving capabilities NFPA 1 (18.2.3.4.2).
- Fire department access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft (46 m) from fire department access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2.
- A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. NFPA 1, 18.2.3.2.1.
- Fire Lane Signs and Fire Lane Roadway surface Markings
- Approved signs, approved roadway surface markings, or other approved notices shall be provided and maintained to identify fire department access roads and to prohibit the obstruction thereof. NFPA 1, 18.2.3.5.1
- Fire lane sign size shall be 12 inch by 18 inch, white background with red letters and shall be a maximum of seven feet in height from the roadway to the bottom part of the sign. Stating “NO PARKING FIRE LANE BY ORDER OF THE FIRE DEPARTMENT.” NFPA 1, 18.2.3.5.3
- Provide signed and sealed documentation from a professional engineer licensed in the state of Florida, that there is an approved water supply capable of supplying the required fire flow for project.
- An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into the jurisdiction. NFPA 1, 18.3.1*
- The procedure determining fire flow requirements for buildings hereafter constructed shall be in accordance with the Florida Fire Prevention Code, 8th Edition, NFPA 1 Section 18.4.

Buildings Other Than One- and Two-Family Dwellings. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table 18.4.5.1.2. (NFPA 1 18.4.5.2)

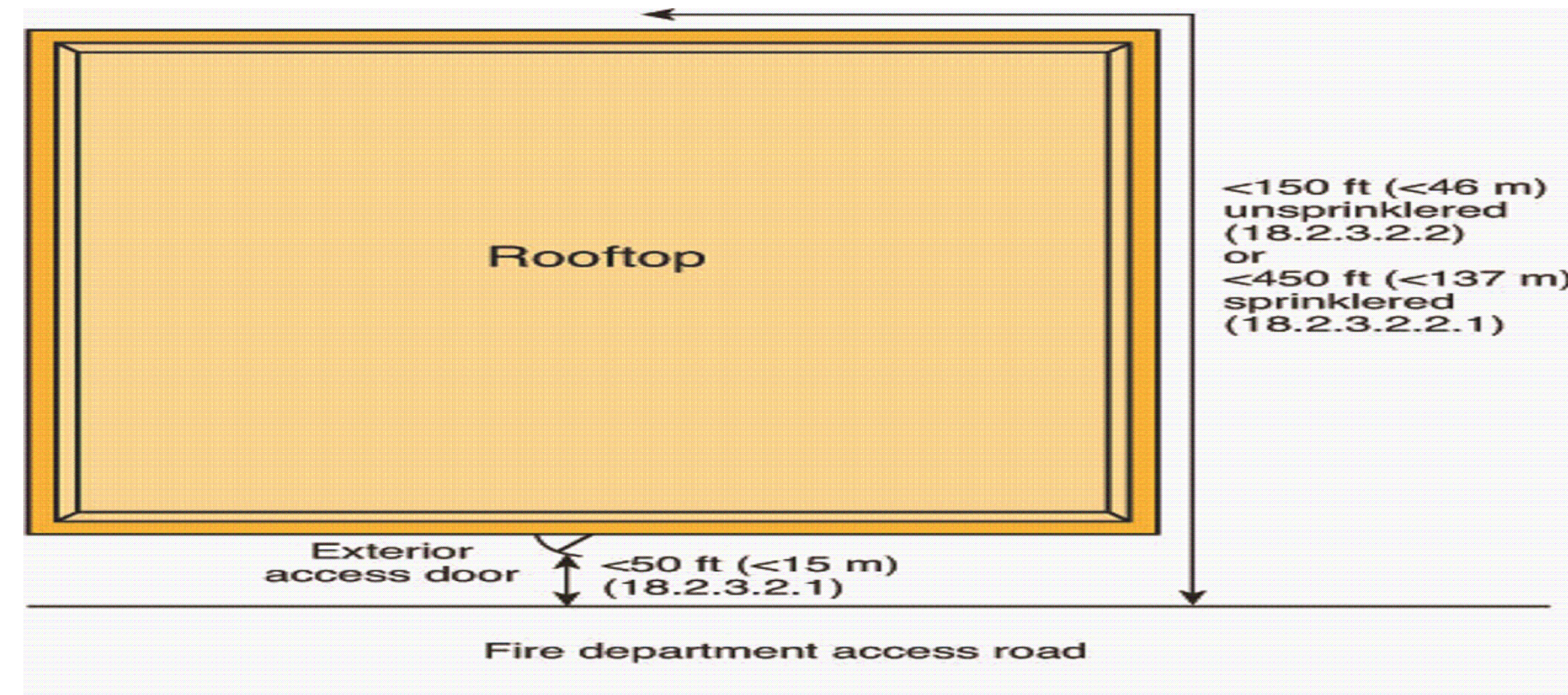
Identify the number of and location of the required fire hydrants that will be installed to achieve the required fire flow determined above for this project.

UNDERGROUND FIRE LINE NOTE
The Southwest Ranches Engineering Department does not permit, review, or approve Underground Fire Lines for fire sprinkler systems. The Underground Fire Line sub-contractor must submit for a separate Underground Fire Line Building Permit application to the Town of Southwest Ranches Building Department.

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18.2.3.2.1 A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building.

EXHIBIT 18.4 Acceptable fire department access configuration.

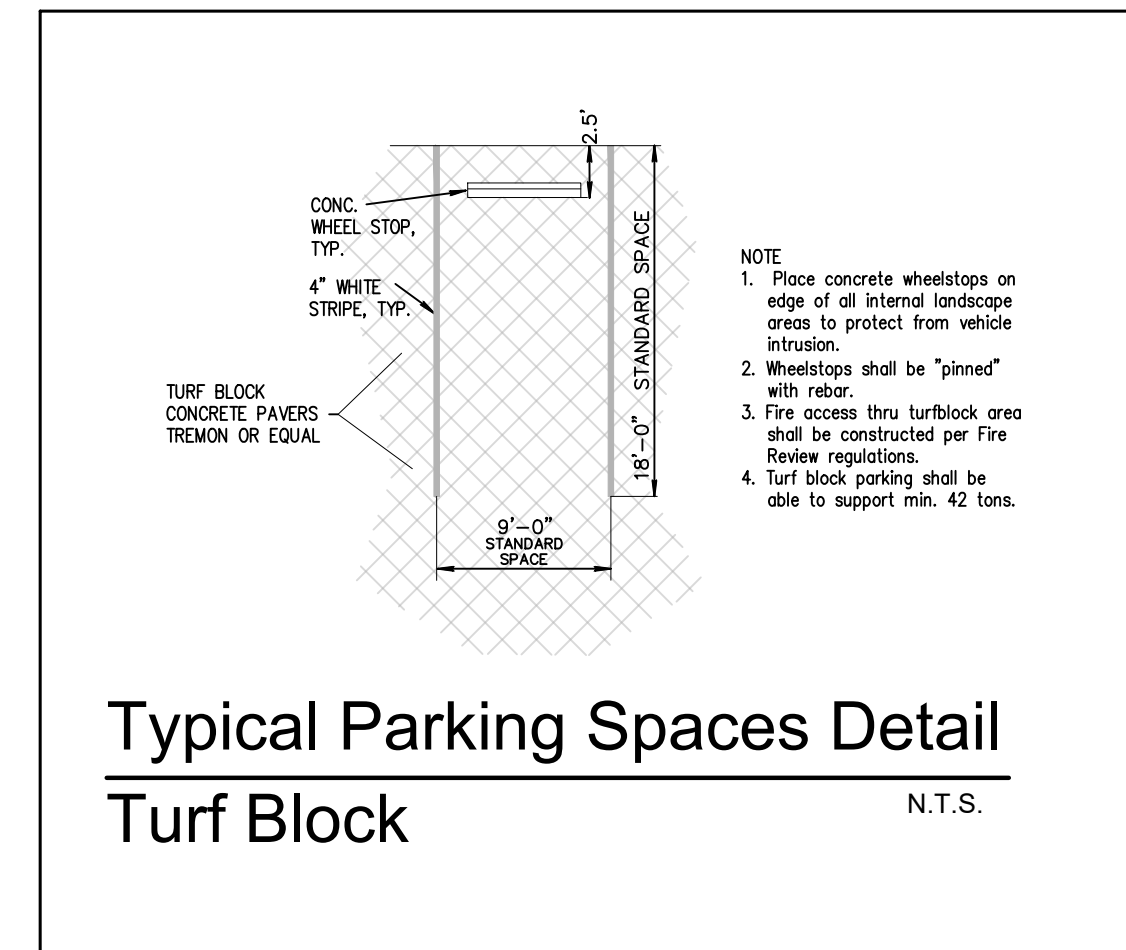


Required Parking

Provided Parking

GRAND TOTAL - 967 Spaces provided

1. Use of grandstand functions on non-concurrent basis with remainder of school functions, therefor parking provided on school paved area, plus adjacent St. Mark Church parking function in conjunction to comply with grandstand requirements.
2. The athletic training indoor facility will be used after school hours.



STUDENT ENROLLMENT WILL NOT EXCEED 2,200 STUDENTS

PARCEL A & PARCEL B, BROWARD CENTRAL CATHOLIC HIGH SCHOOL
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 163, PAGE 32
THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
CONTAINING 42.53 ACRES, MORE OR LESS.
LYING IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 43 EAST, CITY OF DELRAY
BEACH, PALM BEACH COUNTY, FLORIDA

Archbishop Edward A. McCarthy High School
5451 S. Flamingo Road
Southwest Ranches, FL 33330

Use - Existing private high school with 2,200 student total capacity

Parcel A Area	1,416,818 sf = 32.53 ac
Parcel B Area	435,765 sf = 10.00 ac
TOTAL SITE AREA	1,852,583 sf = 42.53 ac

Parcel B - Area Tabulations

Parcel A - Improvement Details

Classrooms (22) & Breezeway - 48,242 sf
Gymnasium/Locker Room / Breezeway - 21,589 sf
Classrooms (14-East Wing) - 18,970 sf
Chapel - 5,845 sf
Exercise Room / Pavilion - 3,992 sf
Administration / Media Center / Classrooms (15) - 39,755 sf
Playground Maintenance & Storage - 2,400 sf
Cafetorium & Breezeway - 24,230 sf
First Floor Enclosed Classroom - 841 sf
First Floor Storage Rooms - 236 sf
Second Floor Technology Classrooms (4) - 7,650 sf
One Story Locker Room Building - 4,912 sf
Existing Portable Classrooms #1 thru #9 - 9,309 sf
Athletic Training Building - 16,000 sf
Office - 2,500 sf
TOTAL EXISTING BUILDING AREA - 206,468 sf (1,800 student capacity)

TOTAL EXISTING & PROPOSED BUILDING AREA - 218,312 sf (2,200 student capacity)

GRAND TOTAL WITH PROPOSED & FUTURE BUILDING AREA - 236,261 sf

[illegible]

**Covelli
Design
Associates Inc.**

7050 West Palmetto Park Road
Suite 100
Boca Raton, Florida 33433
561-910-0330

LA 000987
covelladesign.com

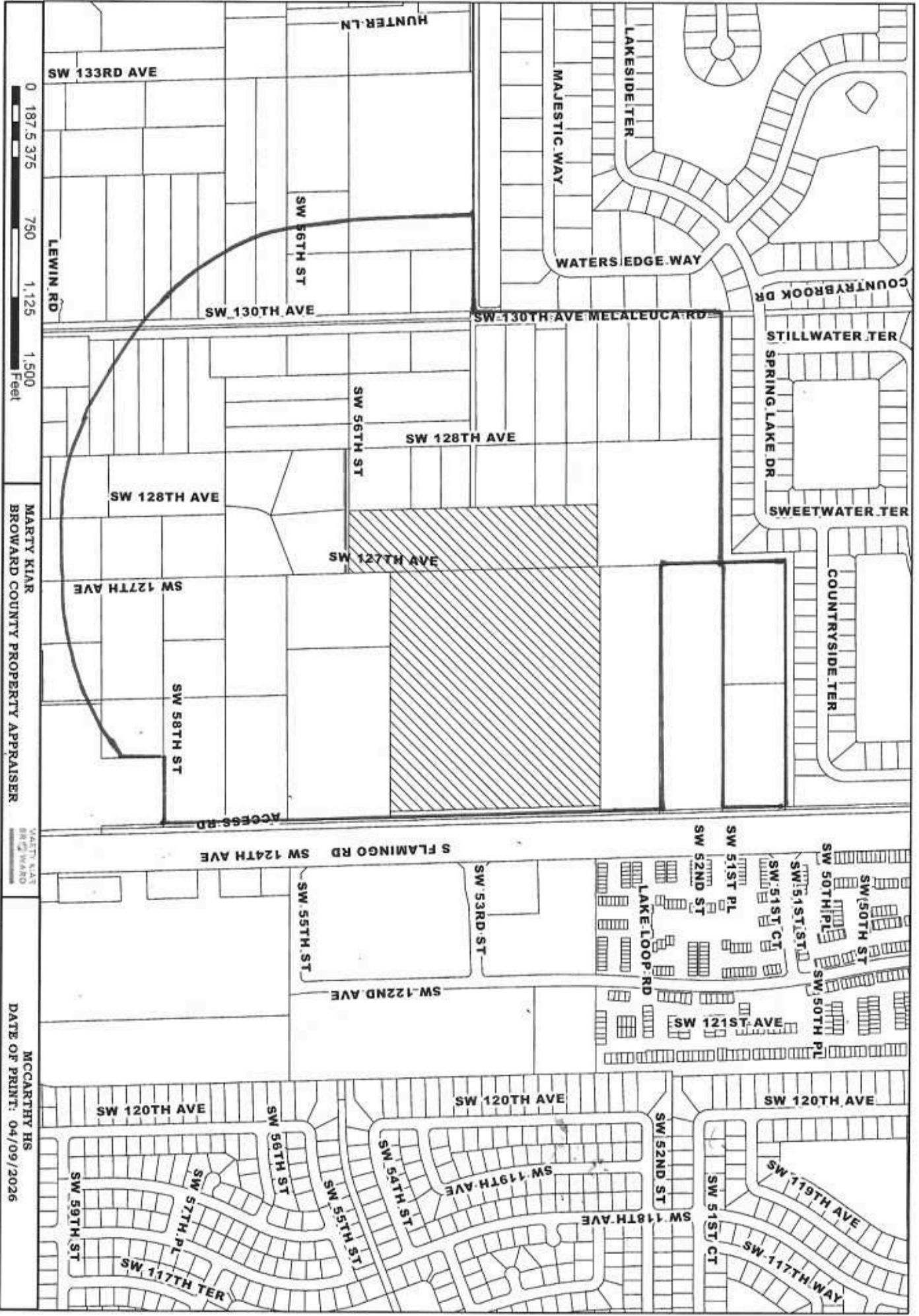
Urban Planning ♦ Landscape Architecture

SITE DATA
Archbishop Edward A. McCarthy
High School
Southwest Ranches
Florida

Date	09-22-2025
Scale	As Noted
PN#	1336

[illegible]

Drawing No.
SP-2
OF 2



0 187.5 375 750 1,125 1,500 Feet

MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER

WALLY KLAS
BROWARD COUNTY

MCCARTHY HS
DATE OF PRINT: 04/09/2026

FOLIO_NUMB	NAME	ADDRESS_LI
504035010015	R & R DEVELOPER CORP	5068 SW 98 PL
504035010017	5 INVESTORS LLC	4434 PARKSIDE RD
504035010018	GAYLE,GLENFORD & SHAUN	5410 MELALEUCA ROAD
504035010019	MATUTE,MILTON E & GLENDA	5750 SW 130 AVE
504035010022	DANIEL,ISAAC YESCHAK	130 SW 8 ST #03
504035010023	BEZZINA,THERESA M NAUGHTON THERESA M N BEZZINA REV TR ETAL	5500 SW 130 AVE
504035010026	ARCHDIOCESE OF MIAMIST MARK CHURCH	9401 BISCAYNE BLVD
504035010027	RAMOS,ALEXANDRA & ROBERT	5801 JAMES B PIRTLE AVE
504035010028	FRENCH,RICHARD D	5950 JAMES B PIRTLE AVE
504035010030	EVANS FINANCIAL SERVICES LTD%FRANK,WEINBERG & BLACK PL	3195 SE GRAN PARK WAY
504035010031	5671 SW 130TH LLC	125 NE 32 ST STE E1
504035010038	MEP REALTY FUND I LLC	401 E LAS OLAS BLVD #1400
504035010038	MEP REALTY FUND I LLC	401 E LAS OLAS BLVD #1400
504035010050	LINN,JENNET COOK	5731 SW 130 AVE
504035010050	LINN,JENNET COOK	5731 SW 130 AVE
504035010051	MCDONALD,ANN	5810 SW 130 AVE
504035010056	ARIN,ESRA	12901 STIRLING RD
504035010058	12475 RANCHES LLC	12475 SW 58 ST
504035010059	DISBERGEN,GERRIT H/ELISTER,DENYSIS E ARBOLEDA,ARTURO E & BRENDA LARBOLEDA	12401 SW 58 ST
504035010061	FAM LIV TR	5920 SW 127 AVE
504035010062	DOMAN,SANDRA LISAKAPLAN,ERIC F	5750 JAMES B PIRTLE AVE
504035010072	SHI,ANDY	4450 SW 93 AVE
504035010074	GABRELIAN,SARKIS	5501 SW 130 AVE

504035010074	GABRELIAN,SARKIS	5501 SW 130 AVE
504035010075	EVANS FINANCIAL SERVICES LTD	3195 SE GRAN PARK WAY
504035010075	EVANS FINANCIAL SERVICES LTD	3195 SE GRAN PARK WAY
504035010092	KREYZ OJEDA IV LLC	6921 W WEDGEWOOD AVE
504035010101	YAP,WARRENYAP,CHRISTOPHER W & YAP,AGNES B	5140 VOLUNTEER RD
504035010102	CARPENTER,DAWN H	5350 SW 128 AVE
504035010130	MILLER,RICHARD	12850 SW 56 ST
504035010131	BENSAADON,TZAFANIABENSAADON,ILANIT	1682 OSPREY BEND
504035010133	WILLIAMS,GERARD & JULIE	5800 SW 130 AVE
504035010133	WILLIAMS,GERARD & JULIE	5800 SW 130 AVE
504035010134	HEIDI PERLMAN HUMPHRIES REV TRHUMPHRIES,HEIDI PERLMAN TRSTEE	6211 APPALOOSA TRL
504035010135	LOZADA,ALVARO & ALEXIS	5741 JAMES B PIRTLE AVE
504035010140	MILLER,RICHARD	5700 SW 130 AVE
504035010160	BARTHOLF,RONALD W JR	5702 SW 130 AVE
504035010170	12990 SW 56TH ST LLC	20000 NE 15 CT
504035010180	ALLEYNE,VEOLA	5300 SW 130 AVE
504035010181	TSOUKALAS,PANAGIOTISNANFELDT,CHRISTINE M	5340 SW 130 AVE
504035010182	HECHAVARRIA ORTEGA,ERNESTO H/ERAMIREZ,MARISEL B H/E ETAL	5290 SW 130 AVENUE
504035010183	BALL,JOANNJOANN BALL REV TR	5280 SW 130 AVE
504035010184	MEYER,NANCY	14631 LURAY RD
504035010185	MUNOZ,ELOY MANUELNAZARIO- MUNOZ,VANESSA	5400 SW 130 AVE
504035010186	RODRIGUEZ,SONIA	5420 SW 130 AVE
504035010187	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD
504035010190	JENKS,STEPHANIE RISTON	12851 SW 56 ST
504035010210	AZOR,HERBY	12901 SW 56 ST
504035010221	WOLFF,AVRAHAMRUBASHKIN,DEVORAH LEAH CALLAWAY FAM REV TRCALLAWAY,ROBERT	7730 NEWPORT LN
504035010222	LANDON TRSTEE	5490 SW 128 AVE
504035010223	DRUMMONDS,WINSTON & DEBORAH	5701 SW 128 AVE

504035010231	EDWARDS,BRADLEY J & BRITTANY H	5742 SW 130 AVE
504035010550	PEACEFUL HAVEN RANCH GROUP HOMEINC	12601 STIRLING ROAD
504035030010	NEW HORIZON UNITED METHODISTCHURCH INC	5741 S FLAMINGO ROAD
504035030020	NEW HORIZON UNITED METHODISTCHURCH INC	5741 S FLAMINGO ROAD
504035040010	ARCHDIOCESE OF MIAMIST MARK CHURCH	9401 BISCAYNE BLVD
504035060010	TRIBUCK SWR LLC	358 NE 94 ST
504035090010	MUNTASER,AHMADMUNTASER,ZAHIDA	3290 SW 139 TER
504035090020	MUNTASER,AHMADMUNTASER,ZAHIDA	3290 SW 139 TER
504035090030	MENDEZ,DENISE ALEJANDRA	7000 GLENEAGLE DR
504035100010	ARCHDIOCESE OF MIAMIST MARK CHURCH	9401 BISCAYNE BLVD
504035110010	ARCHDIOCESE OF MIAMIEDWARD A. MCCARTHY H.S.	9401 BISCAYNE BLVD
504035110020	ARCHDIOCESE OF MIAMIEDWARD A. MCCARTHY H.S.	9401 BISCAYNE BLVD
504035120010	LIBERTY,JASON & ERICA	5780 SW 128 AVE
504035130010	WINNER,STEVEN & NANCYWINNER FAM REV LIV TR	5951 SW 127 AVE
504035140010	VAIL,WILSON KEVIN & JANINE R	5801 SW 130 AVE
504035150020	AMERICAN KHAN LLC	221 SW 1 AVE APT 2719
504035150030	FAMILY FOUNDATION TRFOSTER,N GRESHAM TRSTEE	5875 SW 128 AVE
504035150050	CUTRI,LOREDANA SOLOVANCUTRI,MICHELE	5269 N HIATUS RD
504035150060	ALONSO,ARMANDO L H/EALONSO,ROSA MARIA	5735 NW 151 ST
504035150070	JENSEN,DAMARIS & STEVEN P	17841 SW 70 PL
504035150080	LIBERTY,ERICALIBERTY,JASON	5780 SW 128 AVE
504035150090	TOWN OF SOUTHWEST RANCHES	13400 GRIFFIN RD

CITY	STATE	ZIP	ZIP4	LEGAL
OCALA	FL	34476	8757	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 6 LESS S 15
DAVIE	FL	33328		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 4 W 647.93
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 9 N1/2 OF W1/2 LESS W 40FOR RD
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 60 N 82.61 OF W 263.74LESS W 40 FOR RD TOGETHER WITHTRACT 61 W1/2 LESS E 396 &LESS W 40 FOR RD
POMPANO BEACH	FL	33060		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 63 W1/2 LESS E 396 & LESSW 40 FOR RD
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 64 W1/2 LESS E 396 & LESSW 40 FOR RD
MIAMI SHORES	FL	33138		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 9 E1/4,10 E1/4,63 E1/4,64 E1/4
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40POR OF TR 59 & 60,LYING WITHINE1/2 OF E1/2 OF N1/2 OF SW1/4 OFSE1/4,LESS N 257.17 AND LESS PORDESC IN INSTR #113243625
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 55 W 333
STUART	FL	34997		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 33 & TRACT 34LESS ELY 380
MIAMI	FL	33137		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 35 LESS W 610.75 & LESSE 329.91 & LESS RD
FORT LAUDERDALE	FL	33301		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40A POR OF TR 35 DESC AS:COMMSE COR SW 1/4 OF SEC 35,N1651.17,W 50.02 TO POB,W 329.91,N 330.23,E 329.91,S 330.23 TOPOB
FORT LAUDERDALE	FL	33301		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40A POR OF TR 35 DESC AS:COMMSE COR SW 1/4 OF SEC 35,N1651.17,W 50.02 TO POB,W 329.91,N 330.23,E 329.91,S 330.23 TOPOB
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 36 N1/2LESS RD
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 36 N1/2LESS RD
SOUTHWEST RANCHES	FL	33330	3108	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 58 N 66 OF W1/2,LESS W 4059 S 66 OF W1/2 LESS W 40 FOR RD
SOUTHWEST RANCHES	FL	33330	3226	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 58 W1/2 LESS W 293.33 &LESS N 66 & LESS S 145.2
SOUTHWEST RANCHES	FL	33330	3201	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 54 E 308 OF W 949
SOUTHWEST RANCHES	FL	33330	3201	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 53 E 308 OF W 641
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 54 W 641
SOUTHWEST RANCHES	FL	33330	3223	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 53 W 333
DAVIE	FL	33328		FLA FRUIT LAND CO SUB NO 12-17 D 35-50-40TR 4 LESS W 647.93
SOUTHWEST RANCHES	FL	33330	3101	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40E 380 OF TRACT 33 LESS E 50

SOUTHWEST RANCHES	FL	33330	3101	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40E 380 OF TRACT 33 LESS E 50
STUART	FL	34997		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40E 380 OF TRACT 34 LESS E 50
STUART	FL	34997		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40E 380 OF TRACT 34 LESS E 50
DAVIE	FL	33331		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 9 W1/2 OF E1/2
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 10 S1/2 OF W1/2 OF E1/2
SOUTHWEST RANCHES	FL	33330	2704	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 10 N1/2 OF W1/2 OF E1/2
SOUTHWEST RANCHES	FL	33330	3221	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 61 E 132 OF W1/2,62 E 132 OF W1/2
WESTON	FL	33327		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 60 S 132 OF W1/2 LESSW 40 FOR RD
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 59 S 132 OF N 264 OF W1/2LESS W 40 FOR RD
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 59 S 132 OF N 264 OF W1/2LESS W 40 FOR RD
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 59 N 132 OF W1/2 LESSW 40 FOR RD
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40POR TRS 59 & 60 OF SEC 35 DESCAS: COMM NE COR LOT 1 JAMES B.PIRTLE PLAT 171-118B, N 323.76TO POB, W 329.92, N 336.65,E 329.93, S 336.65 TO POB
SOUTHWEST RANCHES	FL	33330	3106	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 61 W 132 OF E 264 OF W1/2,62 W 132 OF E 264 OF W1/2
SOUTHWEST RANCHES	FL	33330	3106	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 61 W 132 OF E 396 OF W1/2,TRACT 62 W 132 OF E 396 OF W1/2
MIAMI	FL	33179		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 62 W1/2 LESS E 396 & LESSW 40 FOR RD
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 11 S1/2 OF W1/2
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 10 N1/2 OF W1/2
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 11 N1/2 OF W1/2,LESS W 35THEREOF FOR ST
SOUTHWEST RANCHES	FL	33330	2736	FLA FRUIT LANDS CO SUB #12-17 D 35-50-40TR 12 S1/2 OF W1/2
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 12 N1/2 OF W1/2
SOUTHWEST RANCHES	FL	33330	2718	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 10 S 1/2 OF W 1/2, LESSWEST 40 FT
SOUTHWEST RANCHES	FL	33330	2718	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 9 S1/2 OF W1/2 LESS W 40FOR RD
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40WEST 40 FT OF S1/2 OF W 1/2 OFTRACT 10
SOUTHWEST RANCHES	FL	33330	3232	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 63 E 132 OF W1/2 &TR 64 E 132 OF W1/2
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 63 W 264 OF E 396 OF W1/2,64W 264 OF E 396 OF W1/2
PARKLAND	FL	33067		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 63 W1/2 OF E1/2
SOUTHWEST RANCHES	FL	33330	2706	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 64 S1/2 OF W1/2 OF E1/2
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TRACT 64 N1/2 OF W1/2 OF E1/2

SOUTHWEST RANCHES	FL	33330	3106	FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40TR 60 N 197.39 OF W1/2 LESSN 82.61 OF W 263.74 & LESSW 40 FOR RD
SOUTHWEST RANCHES	FL	33330		FLA FRUIT LANDS CO SUB NO 12-17 D 35-50-40E 308 OF W 641 OF TRS 55 & 56LESS S 347 OF E 260 & LESSN 307 OF S 347 OF W 10 OF E 270 OF W 641 OF TRS 55 & 56AKA:REAR - 12009 (1178-A)
SOUTHWEST RANCHES	FL	33330	3205	NEW HORIZON UNITED METHODISTCHURCH 122-46 BTRACT "A" LESS S1/2
SOUTHWEST RANCHES	FL	33330	3205	NEW HORIZON UNITED METHODISTCHURCH 122-46 BTRACT "A" S1/2
MIAMI SHORES	FL	33138	2970	ST MARK CATHOLIC CHURCH 140-45 BTRACT A
MIAMI SHORES	FL	33138		MORLANNE PLAT 146-46 BPARCEL 'A'
DAVIE	FL	33330		SUNHAWK STABLES 157-21 BPARCEL A LESS S 288.68AKA:LOT 1
DAVIE	FL	33330		SUNHAWK STABLES 157-21 BPARCEL A N 144.34 OF S 288.68AKA:LOT 2
MIAMI LAKES	FL	33014		SUNHAWK STABLES 157-21 BPARCEL A S 144.34AKA:LOT 3
MIAMI SHORES	FL	33138	2970	ST MARK CATHOLIC CHURCH158-33 BTRACT A - WEST BROWARD CENTRAL CATHOLICHIGH SCHOOL 163-32
MIAMI SHORES	FL	33138	2970	BPARCEL A BROWARD CENTRAL CATHOLICHIGH SCHOOL 163-32
MIAMI SHORES	FL	33138	2970	BPARCEL B NEW HORIZON UNITED METHODISCHURCH WEST 166-49
SOUTHWEST RANCHES	FL	33330		BPARCEL A
SOUTHWEST RANCHES	FL	33330		JAMES B PIRTLE PLAT 171-118 BLOT 1
SOUTHWEST RANCHES	FL	33330		EZ RIDER RANCH 171-136 BTRACT A
FORT LAUDERDALE	FL	33301	4673	STONE CREEK AT SUNSHINE RANCHES173-156 BLOT 2
SOUTHWEST RANCHES	FL	33330		STONE CREEK AT SUNSHINE RANCHES173-156 BLOT 3 & 4
SUNRISE	FL	33351		STONE CREEK AT SUNSHINE RANCHES173-156 BLOT 5
MIAMI LAKES	FL	33014		STONE CREEK AT SUNSHINE RANCHES173-156 BLOT 6
SOUTHWEST RANCHES	FL	33331		STONE CREEK AT SUNSHINE RANCHES173-156 BLOT 7
SOUTHWEST RANCHES	FL	33330		STONE CREEK AT SUNSHINE RANCHES173-156 BLOT 8
SOUTHWEST RANCHES	FL	33330	2628	STONE CREEK AT SUNSHINE RANCHES173-156 BRIGHT-OF- WAY DEDICATED FORTHOROUGHFARE PER PLAT



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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: December Lauretano-Haines, PRF Director
DATE: 6/25/2025
SUBJECT: Allstate Resource Management Inc - Lake and Wetland Maintenance Services
Water Services

Recommendation

Town Council consideration to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

B. Enhanced Resource Management

Background

In preparation for expiration of services currently provided by multiple contractors, on April 16, 2026, in furtherance of the Town's Procurement Code and policy, the Town advertised a Request for Proposal (RFP) #26-010 entitled Lake and Wetland Maintenance Services in compliance with Federal, State & Local requirements.

The Town received three (3) responses, and on May 26, 2026 at a publicly advertised meeting, the Town's Selection Committee reviewed and ranked the proposals in accordance with the following selection criteria listed in the RFP:

- Qualifications and Experience
- Knowledge of the Work, Applicable Regulations, and Performance Approach
- Performance References

- Price Proposal

The Selection Committee ranked Allstate Resource Management, Inc. as the number one ranked firm in accordance with the RFP. Following negotiations with the number one ranked firm, the parties reached agreement on a total fiscal year contract amount of Thirty-One Thousand, Ninety-Two Dollars (\$31,092.00), representing an 8.5% reduction from the firm's original proposed total of Thirty-Three Thousand, Nine Hundred Seventy-Two Dollars (\$33,972.00); and

Due to the expiration of existing services at certain locations, a portion of the contract scope will commence on July 1, 2026. The full scope of eight (8) parks and public properties will commence on October 1, 2026 and continue through September 30, 2029.

The Agreement provides for the Town Administrator to extend the agreement for up to two (2) additional two-year periods, subject to mutual agreement and subject to the terms and conditions set forth in the Agreement. During any authorized renewal term, contract price adjustments may not exceed five percent (5%) for the applicable two-year renewal period or the U.S. Consumer Price Index (CPI), whichever is lower.

Fiscal Impact/Analysis

Funds are available within the Fiscal Year 2025 - 2026 adopted Budget – General Fund account #001-3600-572-46060 (Lake Maintenance).

Funding for the full contract amount has been included in the proposed Fiscal Year 2026 – 2027 Budget.

Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director
Emil Lopez, Town Financial Administrator
Christina Semeraro, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Staff Memo	6/10/2026	Executive Summary
Resolution - TA Approved	6/18/2026	Resolution
Agreement	6/10/2026	Agreement



Town of Southwest Ranches
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Southwest Ranches, FL 33330-2628

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Town Council
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David Kuczenski, Council Member

Russell Muniz, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Debra Ruesga, CMC, Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitzkreuz and Town Council

THRU: Russell Muniz, Town Administrator

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

DATE: June 3, 2026

SUBJECT: **A Resolution to approve an Agreement with Allstate Resource Management, Inc. for Lake and Wetland Maintenance Services**

Recommendation

Town Council consideration to approve the resolution.

Strategic Priorities

This item supports the following strategic priorities as identified in the Town's adopted strategic plan.

B. Enhanced Resource Management

Background

In preparation for expiration of services currently provided by multiple contractors, on April 16, 2026, in furtherance of the Town's Procurement Code and policy, the Town advertised a Request for Proposal (RFP) #26-010 entitled Lake and Wetland Maintenance Services in compliance with Federal, State & Local requirements.

The Town received three (3) responses, and on May 26, 2026 at a publicly advertised meeting, the Town's Selection Committee reviewed and ranked the proposals in accordance with the following selection criteria listed in the RFP:

- Qualifications and Experience
- Knowledge of the Work, Applicable Regulations, and Performance Approach
- Performance References

- Price Proposal

The Selection Committee ranked Allstate Resource Management, Inc. as the number one ranked firm in accordance with the RFP. Following negotiations with the number one ranked firm, the parties reached agreement on a total fiscal year contract amount of Thirty-One Thousand, Ninety-Two Dollars (\$31,092.00), representing an 8.5% reduction from the firm's original proposed total of Thirty-Three Thousand, Nine Hundred Seventy-Two Dollars (\$33,972.00); and

Due to the expiration of existing services at certain locations, a portion of the contract scope will commence on July 1, 2026. The full scope of eight (8) parks and public properties will commence on October 1, 2026 and continue through September 30, 2029.

The Agreement provides for the Town Administrator to extend the agreement for up to two (2) additional two-year periods, subject to mutual agreement and subject to the terms and conditions set forth in the Agreement. During any authorized renewal term, contract price adjustments may not exceed five percent (5%) for the applicable two-year renewal period or the U.S. Consumer Price Index (CPI), whichever is lower.

Fiscal Impact/Analysis

Funds are available within the Fiscal Year 2025 - 2026 adopted Budget – General Fund account #001-3600-572-46060 (Lake Maintenance).

Funding for the full contract amount has been included in the proposed Fiscal Year 2026 – 2027 Budget.

Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director
Emil Lopez, Town Financial Administrator
Christina Semeraro, Procurement Officer

RESOLUTION NO. 2026-xxx

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH ALLSTATE RESOURCE MANAGEMENT, INC. IN THE AMOUNT OF THIRTY-ONE THOUSAND NINETY-TWO DOLLARS (\$31,092.00) FOR LAKE AND WETLAND MAINTENANCE SERVICES ON EIGHT TOWN PARKS AND PUBLIC PROPERTIES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to contract services to provide lake and wetland maintenance services for eight (8) Town parks and public properties; and

WHEREAS, on April 16, 2026, in furtherance of the Town's Procurement Code and policy, the Town advertised a Request for Proposal (RFP) #26-010 entitled Lake and Wetland Maintenance Services in compliance with Federal, State, and Local requirements; and

WHEREAS, on May 12, 2026, the Town received three (3) responses; and

WHEREAS, on May 26, 2026 at a publicly advertised meeting, the Town's Selection Committee reviewed and ranked the proposals in accordance with the RFP selection criteria listed; and

WHEREAS, the Selection Committee ranked Allstate Resource Management, Inc. as the number one ranked firm in accordance with the RFP; and

WHEREAS, following negotiations with the number one ranked firm, the parties reached agreement on a total fiscal year contract amount of Thirty-One Thousand Ninety-Two Dollars (\$31,092.00), representing an 8.5% reduction from the Contractor's original proposed total of Thirty-Three Thousand Nine Hundred Seventy-Two Dollars (\$33,972.00); and

WHEREAS, the initial term of the Agreement shall be three (3) years; and

WHEREAS, the Agreement provides for the Town Administrator to extend the agreement for up to two (2) additional two-year periods, subject to mutual agreement and subject to the terms and conditions set forth in the Agreement; and

WHEREAS, during any authorized renewal term, the Town Administrator may approve contract price adjustments to the rate schedule, provided such adjustment does not exceed five percent (5%) for the applicable two-year renewal period or the U.S.

Consumer Price Index (CPI), whichever is lower, and is supported by sufficient documentation from the Contractor; and

WHEREAS, the Town of Southwest Ranches desires to enter into an agreement under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby approves entering into an Agreement with Allstate Resource Management, Inc. in the annual contract amount of Thirty-one Thousand Ninety-Two Dollars (\$31,092.00) for the Lake and Wetland Maintenance Services in substantially the same form as that attached hereto as Exhibit "A".

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

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ 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 Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.2025.071

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

ALLSTATE RESOURCE MANAGEMENT, INC.

FOR

**LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010**

TOWN OF SOUTHWEST RANCHES, FLORIDA
LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010

AGREEMENT FOR
LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010

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

WHEREAS, the Town desires to contract for Contractor Services to provide professional services related to the LAKE AND WETLAND MAINTENANCE SERVICES (the “Services”); and

WHEREAS, the Town advertised a Request for Proposals (RFP), RFP No. 26-010 on April 16, 2026; and

WHEREAS, three (3) proposals were received by the Town by the May 12, 2026 deadline; and

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

WHEREAS, Contractor’s Proposal is attached to this Contract as Exhibit “A” and made a part hereof.

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

Section 1: Scope of Services

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010

Section 2: Term of this Contract and Contract Time

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for:

LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010

- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 17: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.
- 2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration, and made allowances for all hindrances and delays incident to its Work.
- 2.5 Prices shall remain firm and fixed during the initial term of the contract in accordance with Exhibit “A.”

The initial term shall begin on July 1, 2026 for the specified site phasing per Exhibit “A” and shall expire September 30, 2029, with two (2) additional two-year renewal options, exercisable only upon mutual agreement of the parties.

For any renewal periods, the Contractor shall submit any proposed contract price increases in writing at least ninety (90) days prior to the renewal date. Requests received after such date shall not be considered and the contract price shall remain unchanged for that renewal period. Increases for renewal periods shall be limited to five percent (5%) for each two-year period, or the U.S. Consumer Price Index (CPI), whichever is lower, and are subject to the discretion of the Town Administrator.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall perform all Work for the Town under this Contract in accordance with the unit prices and rates set forth in Exhibit “A.” The Town reserves the right to increase or decrease quantities of the Work, in its sole discretion, at the prices established in Exhibit “A.”
- 3.2 Except as provided in Section 3.1 with respect to as-needed services ordered at the agreed rates, the Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment, or any other costs that may arise during the performance of the Work. In the event the cost of the Work otherwise exceeds the amounts defined in

TOWN OF SOUTHWEST RANCHES, FLORIDA
LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010

Section 3.1, Contractor shall pay such excess from its own funds, and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract and with the same formality and dignity afforded the original Contract.

- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 A monthly payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or requires correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of the Town.

Section 4: Assignment

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

Section 5: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.

TOWN OF SOUTHWEST RANCHES, FLORIDA
LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010

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

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

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

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

- 5.6 Contractor shall carry the following minimum types of insurance:

A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent Contractors, products and/or

TOWN OF SOUTHWEST RANCHES, FLORIDA
LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010

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

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

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

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

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

And

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

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

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

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

5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.

TOWN OF SOUTHWEST RANCHES, FLORIDA
LAKE AND WETLAND MAINTENANCE SERVICES
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- 5.13 **UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE CONTRACT.**
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurers or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

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

Section 7: Laws and Regulations

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

Section 8: Taxes and Costs

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

Contractor shall pay all sales, consumer, use and other similar taxes. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

Section 9: Indemnification

TOWN OF SOUTHWEST RANCHES, FLORIDA
LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010

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

Section 10: Non-discrimination

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

Section 11: Sovereign Immunity

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

Section 12: Prevailing Party Attorneys' Fees

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

Section 13 No Third Party Beneficiaries

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

Section 14: Funding

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

Section 15: Manner of Performance

TOWN OF SOUTHWEST RANCHES, FLORIDA
LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations, and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

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

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

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

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

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the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

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

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

Section 17: Termination

The Contract may be terminated upon the following events:

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

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in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

- D. Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 10 of this Contract;
 4. Contractor's failure to maintain any Insurance required by Section 5 of this Contract; or
 5. Contractor's violation of Section 18 of this Contract.

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

Section 18: Public Entity Crimes Information Statement

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

Section 19: Change Orders and Modification of Contract

The Town and Contractor may request changes that would increase decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this

TOWN OF SOUTHWEST RANCHES, FLORIDA
LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010

Contract if evidenced by a written Change Order executed by the Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 20: No Waiver of Rights

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

Section 21: Jurisdiction and Venue

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

Section 22: WAIVER OF RIGHT TO JURY TRIAL

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

Section 23: Gender

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

Section 24: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 25: Days

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

Section 26: Written Mutual Agreement

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

Section 27: No Amendment or Waiver

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

Section 28: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning

TOWN OF SOUTHWEST RANCHES, FLORIDA
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so as to remain in full force and effect or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

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

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

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

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

Section 30: Notice

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

If to the Town:

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

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LAKE AND WETLAND MAINTENANCE SERVICES
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With a copy to:

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

If to Contractor:

Andrew Fuhrman
Allstate Resource Management, Inc.
6900 SW 21st Court, Building #9
Davie, FL 33317

Section 31: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.
- B. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.
- C. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this

TOWN OF SOUTHWEST RANCHES, FLORIDA
LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010

section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- D. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. Materiality and Waiver of Breach.** The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- F. Joint Preparation.** The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- G. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- H. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- I. Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- J. Truth-in-Negotiation Certificate.** Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
- K. Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in

TOWN OF SOUTHWEST RANCHES, FLORIDA
LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010

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

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

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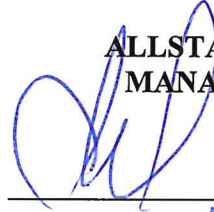
TOWN OF SOUTHWEST RANCHES, FLORIDA
LAKE AND WETLAND MAINTENANCE SERVICES
RFP NO. 26-010

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: ALLSTATE RESOURCE MANAGEMENT, INC. and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2026.

WITNESSES:

Stephen Montgomery
Gary Abraham

**ALLSTATE RESOURCE
MANAGEMENT, INC.:**

By: 

President

Title:

4 day of June 2026

TOWN OF SOUTHWEST RANCHES

By: _____

Steve Breitkreuz, Mayor

____ day of _____, 2026

By: _____

Russell Muñiz, Town Administrator

____ day of _____, 2026

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.064.2026

EXHIBIT "A"

TOWN OF SOUTHWEST RANCHES, FLORIDA
LAKE & WETLAND MAINTENANCE SERVICES – TERM CONTRACT
RFP NO. 26-010

PRICE PROPOSAL FORM

Proposals shall include all associated costs required to perform the services described, including professional fees, insurance, materials, equipment, installation labor, and any other resources necessary for a complete and functional non-transient water system. The undersigned hereby submits the following cost proposal:

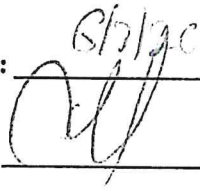
SECTION A: ROUTINE MAINTENANCE – AS PER SECTION 3 SPECIFICATIONS HEREIN

<u>Property #</u>	<u>Property Name or Location</u>	<u>Address or Parcel ID#</u>	<u>Treatable Area (Acres) +/-</u>	<u>Service To begin on (date)</u>	<u>Price Per Month</u>
<u>1.</u>	Sunshine Ranches Equestrian Park	5840 SW 148 Ave/Volunteer Road	2	6/1/26 7/1/26	\$ 370.00
<u>2.</u>	Founders' Trailside Park	12498 Griffin Road	1.5	6/1/26 7/1/26	\$ 170.00
<u>3.</u>	Griffin Rd. @ Volunteer/SW 148 Avenue	(No address assigned: Parcel ID#504027010270)	2.25	6/1/26 7/1/26	\$ 235.00
<u>4.</u>	Griffin Rd. @ Hancock/SW 142 Avenue	(No address assigned: Parcel ID# 504027030011)	5	6/1/26 7/1/26	\$ 425.00
<u>5.</u>	Griffin Rd. @ SW 130 Avenue	(No address assigned: Parcel ID# 504026000251)	2.5	6/1/26 7/1/26	\$ 245.00
<u>6.</u>	Rolling Oaks Park	17630 SW 56 Street	2	10/1/26	\$ 256.00
<u>7.</u>	Country Estates Fishing Hole Park	18900 Griffin Road	3.5	10/1/26	\$ 688.00
<u>8.</u>	Calusa Corners Park	4701 Hawke's Bluff Avenue	2.5	10/1/26	\$ 202.00
		<u>TOTAL AMOUNT PER MONTH</u>	21.25		\$ 2,591.00

Firm Name: Allstate Resource Management, Inc.

Date: 6/5/26

Authorized Representative (Print): Andrew Fuhrman

Signature: 



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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 6/25/2026
SUBJECT: Second Amendment to SWA Interlocal Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town of Southwest Ranches previously entered into an Interlocal Agreement (ILA) with Broward County and twenty-eight municipalities to create the Solid Waste Disposal and Recyclable Materials Authority. For the Authority to continue, a Facilities Amendment must be adopted within 36 months of the ILA's effective date, and each municipality has 120 days to approve and submit it. The amendment becomes effective once approved by municipalities representing at least 80 percent of the population and by the County by August 15, 2026.

The Town Council has approved the Facilities Amendment. The Executive Committee and Governing Board have also recommended a further amendment that would take effect after the Facilities Amendment and would allow Parties two withdrawal options:

- A withdrawal resolution delivered within 45 days after contract award recommendations

from the Authority (no earlier than October 1, 2027 and no later than November 15, 2027, unless extended).

- Withdrawal on August 16, 2048, with an approving resolution delivered before August 16, 2047.

Parties that timely approve the Facilities Amendment become the “Remaining Parties.” The ILA requires unanimous approval from all Parties for certain substantive amendments, including those affecting its duration. The intended Second Amendment will therefore require approval from all Remaining Parties, including the County. The Town Council supports adoption of the amendment providing the two withdrawal options.

Fiscal Impact/Analysis

None

Staff Contact:

Kathryn Sims, Deputy Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/18/2026	Resolution
Second Amendment to ILA	6/18/2026	Agreement

RESOLUTION 2026-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SECOND 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 SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE TOWN CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED SECOND 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.

WHEREAS, the Town Council of the Town of Southwest Ranches has previously entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Authority of Broward County Florida (the "ILA") among Broward County, Florida (the "County") and twenty-eight municipalities in Broward County (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively with the County, the "Parties" and each individually a "Party") effective as of August 16, 2023 ("ILA Effective Date"), that created the Solid Waste Disposal and Recyclable Materials Authority of Broward County (the "Authority"); and

WHEREAS, in order for the Authority to continue in existence, the ILA requires the adoption of a First Amendment to the ILA (the "Facilities Amendment") within thirty-six months of the ILA Effective Date as part of the Formation Conditions of the Authority, all as defined in the ILA; and

WHEREAS, as part of the Formation Conditions, each Municipal Party's elected body has one hundred twenty days to adopt and deliver to the Authority a resolution approving the Facilities Amendment; and

WHEREAS, in order for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) the County by August 15, 2026; and

WHEREAS, the Town Council of the Town of Southwest Ranches, has approved the Facilities Amendment; and

WHEREAS, the Executive Committee and Governing Board have each unanimously also recommended this further amendment to the ILA, to be effective after the Facilities Amendment is effective, that would provide for two separate options for Parties to withdraw from the ILA, the first option to be exercised by the governing body of the Party adopting a resolution approving the withdrawal of such Party from the ILA and it is delivered to the Authority within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, which recommendations shall be made no earlier than October 1, 2027 and no later than November 15, 2027 (which dates may be extended by majority vote of the Governing Board) and a second option for Parties to withdraw on the date that is twenty-five (25) years after the Effective Date (August 16, 2048), provided that such withdrawing Party's

governing body adopts a resolution approving the withdrawal of such Party from the ILA and it is delivered to the Authority prior to August 16, 2047; and

WHEREAS, those Parties, including the County, that timely deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment are hereinafter referred to as the "Remaining Parties"; and

WHEREAS, the ILA provides in Section 16.1.3. that any amendment to the ILA that substantively modifies any of the provisions, or that concerns any of the subjects listed in such section, will not be effective unless approved by every Party's elected body; and

WHEREAS, Section 16.1.3.2 lists Article 4 (Duration) as one of the provisions that require approval of every Party to the ILA; and

WHEREAS, the Parties intend for the Second Amendment to be effective after the Facilities Amendment is effective and thus requires approval by the elected bodies of all of the Remaining Parties, including the County; and

WHEREAS, the Town Council of the Town of Southwest Ranches, deems it to be in the best interest of the Town to support providing two separate options for Parties to withdraw from the ILA, that would provide for two separate options for Parties to withdraw from the ILA, the first option to be exercised by the governing body of the Party by adopting a resolution approving the withdrawal of such Party from the ILA and it is delivered to the Authority within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, which recommendations shall be

made no earlier than October 1, 2027 and no later than November 15, 2027 (which dates may be extended by majority vote of the Governing Board) and a second option for Parties to withdraw on the date that is twenty-five (25) years after the Effective Date (August 16, 2048), provided that such withdrawing Party's governing body adopts a resolution approving the withdrawal of such Party from the ILA and it is delivered to the Authority prior to August 16, 2047.

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

Section 1. The foregoing WHEREAS clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. The Second Amendment attached hereto as Exhibit "A" is approved together with such non-substantive changes as may be acceptable to the Town Administrator and approved as to form and legality by the Town Attorney.

Section 3. The appropriate Town officials are authorized and directed to execute the Second Amendment and to send a copy of this Resolution and the executed Second Amendment to the Authority.

Section 4. The appropriate Town officials are further authorized to execute a revised version of the Second Amendment, if requested by the Authority, so long as the revised Second Amendment is substantively the same as Exhibit "A" and includes only non-substantive changes that are acceptable to the Town Administrator and approved as to form and legality by the Town Attorney, and to send such revised Second Amendment to the Authority.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part of this Resolution shall be considered unconstitutional, or invalid in part, such unconstitutional or invalid provision shall be considered ineffective and will in no way affect the validity of the other provisions of this Resolution.

Section 7. This Resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 25th 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
1001.075.2026

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

This Second Amendment (“Second Amendment”) to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) is entered into by and among Broward County, a political subdivision of the State of Florida (“County”), and the municipalities in Broward County that formally approve this Amendment pursuant to the ILA’s terms and return an executed signature page (each, individually, a “Municipal Party” and collectively, the “Municipal Parties”) (collectively, the “Parties” and each individually a “Party”).

RECITALS

A. The Parties entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“ILA”) to form an independent entity known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (“Authority”), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

B. The ILA became effective on August 16, 2023 (“ILA Effective Date”). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. A Facilities Amendment, as defined in Section 3.3 of the ILA (“Facilities Amendment”), is currently being considered by the Parties pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, a Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA. Any Municipal Party that fails to deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment by August 15, 2026, will be deemed to have withdrawn from the Authority and ILA.

D. The Parties have requested a further amendment to the ILA, to be effective after the Facilities Amendment is effective, that will provide for two options to withdraw from the ILA, one within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, and the other on August 16, 2048.

E. Those Parties, including the County, that timely deliver to the Authority a resolution adopted by its elected body approving the Facilities Amendment are hereinafter referred to as the “Remaining Parties.”

F. The ILA provides in Section 16.1.3., that any amendment to the ILA that substantively modifies any of the provisions, or that concerns any of the subjects listed in such section, will not be

effective unless approved by every Party's elected body. Section 16.1.3.2 lists Article 4 (Duration) as one of the provisions that require approval of every Party to the ILA.

G. The Parties intend for this Second Amendment to be effective after the Facilities Amendment is effective, and thus requires approval by the elected bodies of all of the Remaining Parties, including the County.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the ILA.
2. Section 4.1 of the ILA entitled "Effective Date and Initial Term" is hereby amended as follows (with such deletions set as ~~strike-throughs~~ and such additions set as underlines):

4.1. Effective Date and Initial Term. This Agreement will be effective on the first business day after it has been executed by: (a) Municipal Parties representing at least seventy-five percent (75%) of the population of Broward County; and (b) County ("Effective Date"). This Agreement begins on the Effective Date and continues for a period that ends forty (40) years after the Effective Date ("Initial Term"). Subject to Articles 3 and 17, and except as otherwise provided in this Section 4.1, no Party may terminate or otherwise withdraw from this Agreement during the Initial Term.

4.1.1. Notwithstanding anything to the contrary contained herein, any Municipal Party and the County (solely as to obligations relating to System Waste generated within the unincorporated areas within Broward County, but not with regard to its other rights and obligations under this Agreement and the Facilities Amendment) may withdraw from this Agreement if that governing body adopts a resolution approving the withdrawal of such Party from the Agreement and it is delivered to the Authority within 45 days after the Executive Committee recommends the award of contracts resulting from the RFP process for yard trash processing, recyclable material processing and municipal solid waste disposal, which recommendations shall be made no earlier than October 1, 2027 and no later than November 15, 2027 (which dates may be extended by majority vote of the Governing Board).

4.1.2. Notwithstanding anything to the contrary contained herein, any Municipal Party and the County (solely as to obligations relating to System Waste generated within the unincorporated areas within Broward County, but not with regard to its other rights and obligations under this Agreement and the Facilities Amendment) may withdraw from this Agreement on the date that is twenty-five (25) years after the Effective Date (August 16, 2048), provided that such withdrawing Party's governing body adopts a resolution approving the withdrawal of such Party from the Agreement and it is delivered to the Authority prior to August 16, 2047.

4.1.3. Except for provisions that survive expiration or termination of this Agreement (and with regard to the County's rights and obligations under this Agreement and the Facilities Amendment other than with regard to commitment of System Waste generated within the unincorporated areas of Broward County, all of which rights and obligations survive County withdrawal from this Agreement), a Party that withdraws from this Agreement pursuant to Section 4.1.1 or 4.1.2 will have no further rights, duties, or obligations hereunder, including, without limitation, that such Party will not have any representative on the Governing Board or the Executive Committee. Notwithstanding the foregoing, any Party that withdraws pursuant to this section will not be prevented from rejoining at a later date pursuant to Section 5.2. If Municipal Parties representing more than 20% of the total population of all of the Municipal Parties withdraw, and the Governing Board determines, by majority vote, that the Authority should no longer continue in existence, then this Agreement will terminate on a date set by the Governing Board and the provisions of Article 21 relating to Wind Down of Authority will be followed.

3. All other provisions of the ILA, as amended by the Facilities Amendment, remain in full force and effect.

4. **Second Amendment Effective Date; Counterparts and Multiple Originals.** This Second Amendment will be deemed effective on the later of August 17, 2026, or the first business day after it has been executed and delivered to the Authority by all of the Remaining Parties as of August 16, 2026, including the County ("Second Amendment Effective Date"). This Second Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment on the respective dates under each signature on behalf of each Party to this Second Amendment, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[SIGNATURE PAGES OF PARTIES TO FOLLOW]

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

MUNICIPAL PARTY

MUNICIPALITY: _____

ATTEST:

By: _____
MUNICIPAL MAYOR

MUNICIPAL CLERK

Print Name

_____ day of _____, 20____

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

Municipal Attorney

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
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 _____
Attorney's Name (Date)
Senior Assistant County Attorney

By _____
Attorney's Name (Date)
Deputy County Attorney

**SECOND AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD
COUNTY, FLORIDA**

JOINDER BY AUTHORITY

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Amendment and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: _____

Print Name: _____

Title: _____

Date: _____



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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell Muñoz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 6/25/2026
SUBJECT: 5560 Hancock Road - Sunrise Water Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Amber Finkel ("Owner") is the owner of a property lying within the Town of Southwest Ranches at 5560 Hancock Road. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Sunrise, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Sunrise providing water services to 5560 Hancock Road, provided that no further expansion of service shall be permitted

without the explicit written consent of the Town.

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

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/18/2026	Resolution
Agreement	6/4/2026	Agreement
Updated Map	6/24/2026	Backup Material

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICES TO 5560 HANCOCK ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

Section 2: The Town of Southwest Ranches, Florida hereby consents to the City of Sunrise providing water services to 5560 Hancock Road, provided that

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

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

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

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

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczinski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.073.2026

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: SSGO Hancock LLC (Amber Finkel)
(NAME OF OWNER)

LOCATION: SSGO Hancock Road

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

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

WITNESSETH:

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

WHEREAS, the PROPERTY is located in the TOWN; and

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

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

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

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

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

PART I - DEFINITIONS

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

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

PART II. - MUTUAL COVENANTS

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

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

B. EFFECTIVE DATE

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

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

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

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

D. SEVERABILITY

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

E. RECORDING OF AGREEMENT

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

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

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

PART III - NOTICE

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

FOR THE OWNER

FOR THE TOWN OF SOUTHWEST RANCHES

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

PART IV - ADDITIONAL PROVISIONS

A. EXHIBITS

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

EXHIBIT "A" – Legal Description of PROPERTY

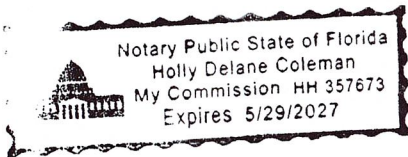
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

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

WITNESS my hand and official seal, this 27 day of May, 2026.

My commission expires:



~~NOTARY PUBLIC STATE OF FLORIDA~~

OWNER

BY: _____

DATE: 5/27/26

STATE OF FLORIDA)
COUNTY OF BROWARD)

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

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

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

BY: _____
MAYOR _____
DATE: _____

TOWN CLERK

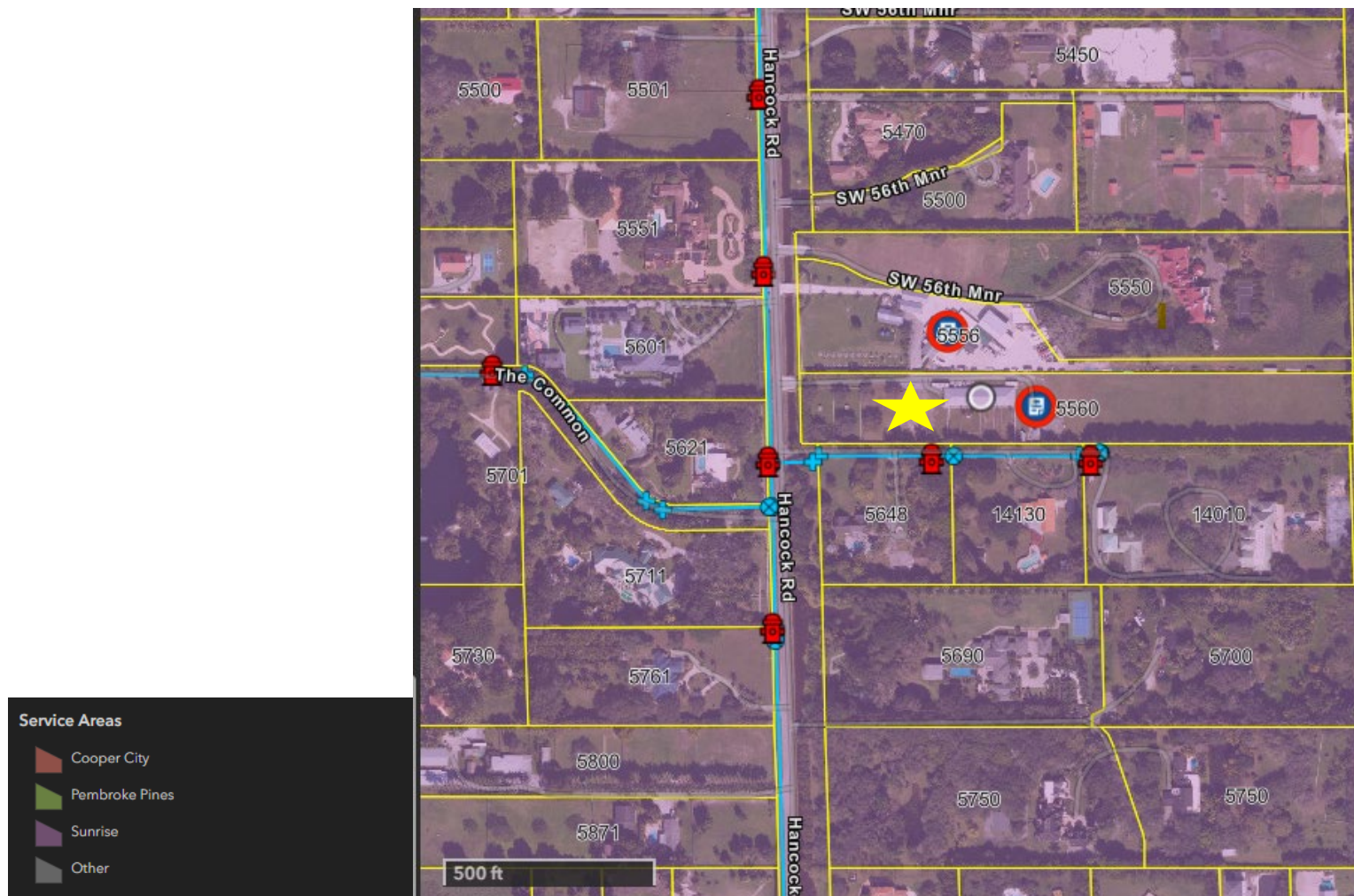
Approved as to legal form:

TOWN ATTORNEY

Exhibit "A"

South ½ of Tract 22, in Section 34, Township 50 South, Range 40 East, of the EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 1, Page 152 of the Public Records of Miami-Dade County, Florida; said lands situate, lying and being in Broward County, Florida, less road right-of-way.

Address: 5560 Hancock Road, Southwest Ranches, Florida 33330





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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Russell C. Muñiz, Town Administrator
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 6/25/2026
SUBJECT: Ratifying the Approval of a Water and Sewer Permit Fees to the City of Sunrise

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

D. Improved Infrastructure

Background

The final construction of the Southwest Meadows Sanctuary Park Pavilion and Restrooms Project requires water and sewer infrastructure and the City of Sunrise, a neighboring municipality, has the capacity to provide this property with water and sewer service infrastructure and is willing to provide such services to the Town. Since time is of the essence to complete the Southwest Meadows Sanctuary Park Pavilion and Restrooms Project, the permit fees were authorized by the Town Council at its June 11, 2026 Town Council Meeting with the anticipation that it would ratify its approval through a formal Resolution at a Town Council meeting. The funds are available in Unassigned fund balance (reserves) and the Town Council believes that the approval and issuance of the permit fees is in the best interest of the health, safety, and welfare of its residents.

Fiscal Impact/Analysis

A budget amendment to the Fiscal Year 2025-2026 Adopted Budget is required in the amount

of \$30,127.02 from unassigned fund balance.

Staff Contact:

Kathryn Sims, Deputy Town Administrator
Emil C. Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/18/2026	Resolution

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING THE APPROVAL OF PAYMENTS FOR WATER AND SEWER PERMIT FEES TO THE CITY OF SUNRISE TOTALING THIRTY THOUSAND ONE HUNDRED TWENTY-SEVEN DOLLARS AND TWO CENTS (\$30,127.02) AND APPROVING A BUDGET AMENDMENT TO UTILIZE UNASSIGNED FUND BALANCE FOR THE SOUTHWEST MEADOWS SANCTUARY PARK PAVILION AND RESTROOMS PROJECT; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the final construction of the Southwest Meadows Sanctuary Park Pavilion and Restrooms Project requires water and sewer infrastructure; and

WHEREAS, the City of Sunrise, a neighboring municipality, has the capacity to provide this property with water and sewer service infrastructure and is willing to provide such services to the Town; and

WHEREAS, since time is of the essence to complete the Southwest Meadows Sanctuary Park Pavilion and Restrooms Project, the permit fees were authorized by the Town Council at its June 11, 2026 Town Council Meeting with the anticipation that it would ratify its approval through a formal Resolution at a Town Council meeting; and

WHEREAS, funds are available in Unassigned fund balance (reserves); and

WHEREAS, the Town Council believes that the approval and issuance of the permit fees 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, AS FOLLOWS:

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

Section 2: The Town Council hereby ratifies the approval of the issuance of water and sewer permit fees to the City of Sunrise in the amount of thirty thousand one hundred twenty-seven dollars and two cents (\$30,127.02) for the Southwest Meadows Sanctuary Pavilion and Restroom Project.

Section 3. The Town Council hereby approves a budget amendment utilizing unassigned fund balance (reserves) in the amount of thirty thousand one hundred twenty-seven dollars and two cents (\$30,127.02).

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this __ day of __, 2026 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2025.070

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

April 9, 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 7:00 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Mayor Breitkreuz asked for a moment of silence in honor of Coral Springs Vice Mayor Nancy Metayer. He stated that she was a wonderful person that was a forward-thinking individual that was full of energy and positivity that tragically lost her life due to domestic violence.

Presentations

3. Proclamation - Child Abuse Prevention Month - April

The Town presented a proclamation that recognized April 2026 as Child Abuse Prevention Month.

4. FPL Andytown/Oasis Transmission Project

Mr. Baldwin English, External Affairs Initiative Director of Florida Power and Light (FPL) and Mr. Craig Coughlin, Project Manager, presented to the Town Council on the Andytown/Oasis Project. They explained that the project was an expansion of the transmission corridor from the existing Andytown substation located in the southwest corner of the Town of Southwest Ranches down into South Miami Dade to the Oasis substation.

5. Presentation - State Representative Robin Bartleman - Legislative Update

State Representative Robin Bartleman provided the Town Council with an update on the most recent legislative session and spoke about legislation that may affect the Town.

6. Public Comment

The following members of the public addressed the Town Council: Sikh Youth Association and Carlos Martinez.

7. Board Reports

Harold Gubnitsky spoke on behalf of the Zero Waste Advisory Board. He discussed the International Day of Zero Waste event on May 23rd at the Farmer's Market. He thanked the Town Council for supporting the Zero Waste Consultant and talked about meeting with them at the next Advisory Board meeting. He said the next WM Recycling tour is on April 18th and that space was still available if anyone was interested in attending. Lastly, he announced that District 3 was the winner of the Board's recycling contest for the quarter.

8. Council Member Comments

Vice Mayor Jablonski spoke about the following Town events:

- Hazmat at the Barn on April 11th
- WM Recycling Facility Tour on April 18th
- April 25, 2026 Unity in Diversity 5k
- Strategic Planning meeting at Town Hall on April 27th at 5:30 p.m.
- FLOW Mobile event on April 29th at Town Hall
- Memorial Day event on May 25th
- Deadline of May 29th for the Town Scholarship Fund
- International Day of Zero Waste event on May 23rd

He stated that Town Hall will be closed on Memorial Day and reminded residents that Mother's Day is May 10th. He discussed that the Publix located on SW 148th Avenue and Griffin Road would be temporarily closing soon and said that the building would be demolished, and a new modern Publix would be built in its place.

Council Member Hartmann stated that he had no comments.

Council Member Kuczenski addressed an issue mentioned during Public Comments. He discussed the citizen vacancy for the Broward MPO Citizen's Advisory Committee and nominated George Morris for the position.

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 GEORGE MORRIS TO THE CITIZENS ADVISORY COMMITTEE FOR THE BROWARD MPO.

He provided an update on the speed tables being placed on Luray Road and stated that they were on the way. He said that the Town was in the process of getting a traffic engineer to help determine the placement of the privately funded speed tables.

Council Member Allbritton spoke about the Rolling Oaks Easter Egg Hunt on March 28th at the Barn. He stated that it was organized and paid for by the Rolling Oaks Association and that the Town could possibly help sponsor the event in the future and provide money to help with the costs. He discussed the Multi Use Trails Workshop meeting and stated that it was attended by a great group of residents and that it would be beneficial if the Town had a board or committee for the trails. He spoke about attending the South Florida Wildlife Center Town Hall meeting and said the organization is going to be a great addition to the Town. He talked about the Tip a Cop event held at CJ Black's with the Town of Davie police Department and said that it was a wonderful

event and said that it raised money for the Special Olympics. He discussed 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. Lastly, he spoke about Coral Springs Vice Mayor Nancy Metayer and said that he had the privilege of knowing her and that she was a wonderful woman and would be deeply missed. He talked about the upcoming memorial service for her at Coral Springs City Hall.

Mayor Breitzkreuz confirmed that the memorial service for Vice Mayor Matayer would be a week from Friday. He discussed the Multi Use Trails Workshop and stated that he was impressed with the number of residents that attended the meeting. He said that it was a positive meeting and talked about the discussions had by the residents. He stated that one of the ideas from the meeting was to have a Board to help develop a plan for the trails and thanked everyone for attending. He provided an update on the Solid Waste Authority. He stated that the Executive Board has approved the Facilities plan and has sent it to the Governing Board for approval and then it will be sent to the municipalities to approve. He said the Facilities agreement needs to be approved by representatives of 80% of the 28 municipalities that are part of the Interlocal Agreement. He discussed the issue of property taxes that may affect the Town's budget in the future. He stated that Town Administration is already working on developing alternative revenue sources and adjustments that can be made so the Town can continue functioning properly. Lastly, he addressed the statements made about diversity. He stated that he would not address those comments directly but said that the Town was a diverse community and that he was proud of that. He stated that the 5k name would stay "Unity in Diversity" and that the name represented the Town and its diversity and how it comes together to support a great cause in the Town's Scholarship Fund. He discussed the sale of the Milagros property for the Public Safety building and that he met with the owner of the property. He said that the meeting went well and that a verbal agreement was made to purchase the property for 3 million dollars and that the Town Administration and Town Attorney have sent a Letter of Intent to purchase the property and that if all goes well the property would be closed on in 90 days.

9. Legal Comments

Town Attorney Poliakoff stated that Town Administrator Muñiz was working expeditiously to start the due diligence process and of obtaining the formal survey of the Milagros property. He said that Town Administration would like Town Council to consent to move forward with the process while the Town simultaneously putting the property under contract. He said this would speed up the process and allow the Town to close within the 90 days. He also asked for a consensus for authorization that a purchase and sale agreement be brought before the Town Council at the next Regular Town Council meeting.

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 Breitzkreuz voting yes.

MOTION: TO AUHORIZE TOWN ADMINISTRATION TO BEGIN THE DUE DILIGENCE PROCESS AND TO CREATE A PURCHASE AND SALE AGREEMENT FOR THE MILAGROS PROPERTY FOR THE NEW EMERGENCY OPERATIONS CENTER.

Town Attorney Poliakoff added that the Town did have an appraisal on the property and that it is getting the property at fair market value. He discussed House Bill 1217 and clarified that it pertains to zero emissions and not zero waste. He explained that this meant the Town could not use government funds to stop the installation of an incinerator, but it could use those funds to promote zero waste. He spoke about House Bill 1329 which states that the Town must go through the formal process of creating a budget and then showing how it can decrease the budget by 10%, but said that the Town had no obligation to keep the 10% budget cut, it just had to show where it could be done. He stated that there are numerous other bills that may affect the Town and that his office is still reviewing them and would advise Council.

10. Administration Comments

Town Administrator Muñiz reminded Town Council of the FBI Facility tour in Miramar happening on April 16th at 10:00 a.m. He advised Town council that there is also a movie on climate change at the Museum of Discovery and Science happening on April 16th at 6:30 p.m. and that if any Council Member would like to attend to please let him know and he will contact the museum to reserve a seat for them.

Ordinance – 2nd Reading

11. 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 AMENDED 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. {Approved on first reading on March 26, 2026}

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

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

Ordinance – 1st Reading

12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE TOWN'S CHARTER; PROPOSING THE FOLLOWING AMENDMENT TO BE CONSIDERED ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT: TO AMEND ARTICLE II "TOWN COUNCIL; MAYOR" SECTION 2.07 "COMPENSATION; REIMBURSEMENT FOR EXPENSES" TO INCREASE THE COUNCIL MEMBERS' AND MAYOR'S COMPENSATION WHILE ALSO ADDING A MAXIMUM THREE PERCENT (3%) ANNUAL COST-OF-

LIVING INCREASE BASED UPON THE CONSUMER PRICE INDEX FOR WAGE EARNERS AND CLERICAL WORKERS ("CPI-W"); DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; SUBMITTING THE REFERENDUM TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, FOR THE 2026 GENERAL ELECTION; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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 ORDINANCE ON FIRST READING.

Resolutions

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH KAILAS CONTRACTORS FOR CONSTRUCTION OF THE HOLATEE TRAIL AND LURAY ROAD DRAINAGE IMPROVEMENT PROJECT IN THE AMOUNT OF ONE HUNDRED SIXTY-SIX THOUSAND SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$166,075.00); AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING CHANGE ORDER SEVEN (7) TO THE AGREEMENT WITH EAST COAST BUILDERS AND DEVELOPERS TOTALING THREE HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-SIX DOLLARS AND TWO CENTS (\$364,876.02) FOR CONSTRUCTION OF THE SOUTHWEST MEADOWS SANCTUARY PARK IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE CHANGE ORDER; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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 APPROVE THE RESOLUTION.

Discussion**15. Multi-Use Trails Workshop**

Council Member Kuczenski explained that the discussion was regarding how the equestrian community is the backbone of the Town and that it is time for the Town to transition from preserving the Town's horse culture to promoting it. He said that he does not want the equestrian lifestyle to succumb to development. He stated that he would like to create a temporary Advisory Board to analyze the layout of existing trails and support the planning of future trails.

Mayor Breitkreuz expressed his excitement at the number of people that have approached him on the subject and that many residents have expressed interest in being a part of the Board. He stated that by promoting the horse culture it falls in line with Town's dedication to preserving the Town's rural lifestyle.

Town Attorney Poliakoff recommended to the Town Council to limit the Board to 3 members with two alternates and asked Town Council for consensus on how to move forward with the Resolution. A discussion ensued between the Town Council, and it was decided to have 5 members with 2 alternates.

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

MOTION: TO CREATE A MULTI-USE TRAIL COMMITTEE/BOARD CONSISTING OF FIVE (5) MEMBERS WITH TWO (2) ALTERNATES.

16. Town Tuition Reimbursement Policy

Mayor Breitkreuz introduced the item as a discussion on the Town's Tuition Reimbursement Policy. He stated that it was discussed during the budget meetings and that he initially had some reservations on it but after reviewing the policy he was comfortable with it and said that it would allow the Town to remain competitive with other municipalities.

Council Member Kuczenski asked how many other municipalities in Broward County had similar policies. Town Administrator Muñiz explained that of the 31 municipalities that were surveyed, 29 responded, and 28 of those had tuition reimbursement policies.

Vice Mayor Jablonski said that he did not remember the policy being discussed during the budget process and expressed that he felt it should have been discussed on the dais and put forth as a resolution. He talked about the caveats of the policy and used them as an example of why it should have been discussed on the dais.

Town Administrator Muñiz answered some of the questions raised by Vice Mayor Jablonski and Council Member Hartmann. He explained parts of the policy and discussed how the policy is and

administrative policy and that was why it did not go before Town Council as a Resolution and also that because the reimbursement policy was discussed at the budget discussions with Town Council that the Town Council had no issues with the policy even though it had an effect on the Town budget. He stated that Town Administration and the Town Financial Administrator have discussed the process and, in the future, if any items such as the policy have an effect on the Town budget, they will be included in the budget presentation to provide transparency and clarity on the item.

Mayor Breitkreuz stated that corrections to the procedure were needed and agreed with the steps outlined by Town Administrator Muñiz to improve the process.

Council Member Allbritton stated that as part of the budget process the tuition reimbursement would need to be approved each fiscal year and that it could be removed from the budget if necessary and asked Town Administrator Muñiz for clarification. Town Administrator Muñiz stated that Council Member Allbritton was correct in his statement.

Mayor Breitkreuz opened the discussion to public comment.

Mayor Breitkreuz addressed statements made during public comments. He thanked Town Administrator Muñiz for bringing the item forward and providing clarification on the topic.

17. Approval of Minutes

a. December 15, 2025 Ethics Training Minutes

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 DECEMBER 15, 2025 ETHICS TRAINING MINUTES.

18. Adjournment

Meeting adjourned at 8:57 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 25th 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.

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

April 23, 2026

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor Gary Jablonski

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member David S. Kuczenski

Russell Muñiz, Town Administrator

Debra M. Ruesga, Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

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 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Quasi-Judicial Hearings

3. AB McCarthy SP 89-26 - Item Withdrawn By Staff

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING APPLICATION NO. SP -8296- BY ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL TO AMEND ITS SITE PLAN BY ADDING TEN PORTABLE CLASSROOMS, STABILIZED TURF OVERFLOW PARKING, AN EIGHT -FOOT -HIGH PRECAST WALL ON THE OUTSIDE OF THE NORTH AND WEST SIDES OF THE EXISTING BERM, AND BY INCREASING THE ENROLLMENT CAP; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE. ITEM WITHDRAWN BY STAFF

ITEM WITHDRAWN BY STAFF.

Presentations

4. Senator Steve Geller - Broward County Update

Senator Steve Geller provided a Legislative Update to the Town Council.

5. Proclamation - NAMI Broward - Mental Health Month - May 2026

The Town presented a proclamation that recognized May 2026 as Mental Health Month.

6. Proclamation - 57th Annual Professional Municipal Clerks Week May 3 - 9, 2026

The Town presented a proclamation that recognized May 3rd through May 9th, 2026 as Professional Municipal Clerks Week.

7. Public Comment

The following members of the public addressed the Town Council: Debbie Green.

8. Board Reports

There were no Board Reports.

9. Council Member Comments

Vice Mayor Jablonski spoke about the following Town events:

- April 25, 2026 Unity in Diversity 5k
- Strategic Planning meeting at Town Hall on April 27th at 6:00 p.m.
- FLOW Mobile event on April 29th at Town Hall
- Memorial Day event on May 25th
- Deadline of May 29th for the Town Scholarship Fund
- International Day of Zero Waste event on May 23rd

He stated that Town Hall will be closed on Memorial Day and reminded residents that Mother's Day is May 10th. He spoke about demolition and rebuilding of the Regency Square Publix located on SW 148th Avenue and Griffin Road. He discussed the photo enforced speed limit sign at the corner of Stirling and Dykes Road. Town Administrator Muñiz stated that it was part of the Town of Davie's initiative to reduce speeding in school zones to reduce speeding. He said that it was similar to the red-light cameras and stated that drivers would receive fines in the mail if they sped past the cameras.

Council Member Allbritton spoke 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. He discussed the traveling Vietnam War Wall Memorial being at the Bergeron Rodeo Grounds in Davie. He said that it would be on display from 8:00 a.m. Friday morning to 8:00 a.m. Monday morning and encouraged everyone to visit the memorial.

Council Member Kuczenski stated that the Sunshine Ranches HOA voted on the placement location for the two speed tables that were approved by Town Council and said they would be installed this upcoming Saturday. He advised the Town Council that Sunshine Ranches HOA President Chris Brownlow was preparing an application for public safety grants to be matched by the Town and that it would be presented to them soon. He asked everyone to have Louis Gregory in their thoughts and prayers while he was dealing with family issues.

Council Member Hartmann advised residents to make sure they got to the 5k early because parking around the Barn was closing at 7:10 a.m. He discussed the Solid Waste Authority and said that he was fortunate to fill in for Mayor Breitzkreuz and voted for the approval of the Master Plan and Facilities Agreement. He discussed attending the Town of Davie's Community Police Academy. He provided a description of the twelve-week program and stated that it provides an overall view of the Davie Police Department daily operations. He encouraged residents that want to become familiar with public safety, build relations with the police department, or have a desire to contribute to the community, to attend the course.

Mayor Breitzkreuz provided an update on the purchase of the Milagros property. He said that the Letter of Intent has been signed and that keeps the property from being sold for sixty days, giving the Town time to do its due diligence. He asked Town Administrator Muñiz the status of the multi-

use trails map. Town Administrator Muñiz confirmed that the map would be available within the next couple of days. Mayor Breitzkreuz discussed the sale of the BBX property and confirmed that the Town was preparing the closing documents on it and the sale would be final soon. He thanked Town Attorney Poliakoff for his efforts on the sale. He spoke about an issue raised by a resident regarding waiving the solid waste assessment fees for disabled veterans in the Town. He said the Town currently waives 50% of the assessment fees and he would like to increase it to 100%. He said that he would like to have a formal vote on it at the second Council meeting in May. He discussed the April 27th, 2026, Strategic Planning meeting that was open to the residents. He explained that it was important that residents attend the meeting so their input could be used to shape the framework of the Town's strategic plan.

10. Legal Comments

Town Attorney Poliakoff advised Town Council that they may be able to amend the solid waste assessment Resolution because it currently has the 50% exemption in it, so the Council would be able to increase it to 100%. He discussed the sale of the BBX property and said that \$250,000 was received and placed in a trust and that it should be closed on within sixty days. He stated that after the closing the Town would be the only debt free municipality in the State of Florida and would have funds remaining for the public safety building. He spoke about the sale of the Milagros property and said a standard Florida bar contract was sent to their attorney and said that if it was signed quickly, the agreement would come before the Town Council at the next Council meeting. He stated that Town Administrator Muñiz was working expeditiously to complete the due diligence process and clarified the sale price was \$3,000,000. of obtaining the formal survey of the Milagros property. He said that Town Administration would like Town Council to consent to move forward with the process while the Town simultaneously putting the property under contract. He said this would speed up the process and allow the Town to close within the 90 days. He also asked for a consensus for authorization that a purchase and sale agreement be brought before the Town Council at the next Regular Town Council meeting.

11. Administration Comments

Town Administrator Muñiz spoke about the construction of the public safety building. He stated that Town Administration has worked with the Procurement team and has a plan in place to expedite the procurement process for the design and construction of the building and that once it was fully vetted, it would be presented to Town Council. He discussed the entrance signs for the parks and provided an update to Town Council on the matter. He stated that at a previous Town Council meeting Administration was directed to go back to the vendor because their proposed cost was well above the budgeted amount of \$100,000 and ask what could be done to reduce the cost. He said that the vendor would be able to complete the build and installation of three signs at the cost of \$109,000, but a budget adjustment would be needed. He asked Town Council if they should move forward with three signs now with the intent to install the other signs later, or to start the process over with a new design.

A discussion ensued between the Town Council, Town Administrator Muñiz, and Town Attorney Poliakoff on the best approach to purchase the signs. Some of the ideas discussed were purchasing

the three signs now and getting the other two signs later, tabling the discussion until after the sale of the former CCA property and using those funds to pay for all the signs, purchase all five signs and hold one in storage, and other ideas were discussed. The consensus of the Town Council was to direct Town Administration to purchase all five signs and have four of them installed without landscaping. The Frontier Trails park sign would be placed in storage until such time that the park was further developed.

Town Administrator Muñiz spoke about the April 27th, 2026 Strategic Planning meeting and stressed the importance of having residents attend the meeting to provide their vision of what they want for the future of the Town.

Ordinance – 2nd Reading

12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE TOWN'S CHARTER; PROPOSING THE FOLLOWING AMENDMENT TO BE CONSIDERED ON THE NOVEMBER 3, 2026 GENERAL ELECTION BALLOT: TO AMEND ARTICLE II "TOWN COUNCIL; MAYOR" SECTION 2.07 "COMPENSATION; REIMBURSEMENT FOR EXPENSES" TO INCREASE THE COUNCIL MEMBERS' AND MAYOR'S COMPENSATION WHILE ALSO ADDING A MAXIMUM THREE PERCENT (3%) ANNUAL COST-OF-LIVING INCREASE BASED UPON THE CONSUMER PRICE INDEX FOR WAGE EARNERS AND CLERICAL WORKERS ("CPI-W"); DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; SUBMITTING THE REFERENDUM TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, FOR THE 2026 GENERAL ELECTION; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading April 9, 2026}

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 Breitzkreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

Resolutions

13. 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. {Tabled from March 26, 2026}

The following motion was made by Mayor Breitzkreuz, 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 APPROVE THE RESOLUTION.

14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING THE TOWN-OWNED 1989 FORD FIRE TRUCK AS SURPLUS INVENTORY; AUTHORIZING THE TOWN ADMINISTRATOR TO FACILITATE THE SALE OF THE SURPLUS INVENTORY IN ACCORDANCE WITH THE TOWN'S PROCUREMENT AND SURPLUS DISPOSAL PROCEDURES, INCLUDING THROUGH PUBLIC AUCTION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Allbritton, seconded by Council Member 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.

18. Adjournment

Meeting adjourned at 8:16 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 25th day of June, 2026.

Steve Breitzkreuz, Mayor

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

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

May 14, 2026

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member David S. Kuczenski

Kathryn Sims, Assistant Town Administrator

Debra M. Ruesga, Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

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.

The following motion was made by Council Member Hartmann, seconded by Council Member Kuczenski, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, and Mayor Breitkreuz voting yes.

MOTION: TO EXCUSE VICE MAYOR JABLONSKI'S ABSENCE.

Presentations

3. Proclamation - National Safe Boating Week - May 16-22

The Town presented a proclamation that recognized May 16th, 2026, through May 22nd, 2026, as National Safe Boating Week.

4. Public Comment

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

Mayor Breitkreuz addressed the public comments regarding preserving the tile mural at the Regency Square Shopping Center. He asked Assistant Town Administrator Sims if she could contact Publix and the developer to see what could be done from an administrative aspect. Town Attorney Poliakoff stated that he would contact the attorney for the developer and speak to her about the issue and also contact the Town of Davie before the item went to their Planning and Zoning Board and make them aware of the Town's desire to save the tile mural.

5. Board Reports

There were no Board Reports.

6. Council Member Comments

Council Member Hartmann spoke about breaking his phone and said that he lost all his contact information. He asked people that knew his phone number to share their information with him so he could add the contacts to his phone.

Council Member Kuczenski reminded the public that it was officially hurricane season and advised everyone to sign up for the Town's emergency communication system which could be found on

the Town's website. He discussed the speed tables being placed in Sunshine Ranches and said the Town is working with a traffic engineer to help with the placement of the speed tables. He said the Sunshine Ranches HOA would be holding a vote at the end of the month to approve requesting a public safety grant from the Town. He spoke about Yesenia Bolanos and said she was interested in joining the Parks Board.

The following motion was made by Council Member Kuczenski, seconded by Council Member Hartmann, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, and Mayor Breitkreuz voting yes.

MOTION: TO APPOINT YESENIA BOLANOS AS AN AT LARGE MEMBER TO THE PARKS, RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD.

Lastly, he advised the Town Council that the package store in Regency Square closed and that the Sunshine Ranches HOA is having issues contacting members to not send their mail to the closed facility.

Council Member Allbritton spoke about the Broward County Ordinance that was passed regarding recycling lithium batteries. He said effective May 1st, large retail stores are required to have drop off points in their stores to recycle the batteries. He discussed the Town's Memorial Day event happening on May 25th at 10:00 a.m. for Veterans. He said that it would be happening at the SW Meadows Pavilion but may be moved to the Barn if there was inclement weather. He asked if any veterans were interested in attending, to please contact him or Parks, Recreation & Forestry Director December Lauretano-Haines.

Mayor Breitkreuz provided an update on the Solid Waste Authority and the progress of the local municipalities voting on the agreement. He said that the City of Cooper City and City of Tamarac voted unanimously in favor of passing the agreement and that there are eight or nine municipalities that have approved the Facilities agreement. He stated that the Multi-Use Trails meeting went well but would speak more on the specific item when it came up on the agenda. He advised that the Town now has a contract for the sale of the property for the public safety building and thanked Town Attorney Poliakoff and Town Administrator Muñiz for their hard work. He discussed the issue of traffic being backed up on Griffin Road heading east in the morning, specifically the intersection of Weston Road and Griffin Road. He said that Public Works Director Rod Ley contacted Broward County to possibly change the timing of the light to alleviate the issue. He said that the County did respond and that they could add 10 seconds to the light which may help alleviate the problem. He stated that the County stressed the permanent solution would be to add an additional lane on Griffin Road, and that it may be a topic the Town Council needs to discuss in the future.

Council Member Hartmann added that he and Town Administrator Muñiz met with Richard Tornese of Broward County regarding the recent traffic study of Griffin Road and listed the improvements

that the County is supposed to be working on. He stated that Assistant Town Administrator Sims was going to investigate the issue and see what the Count has completed.

Mayor Breitzkreuz discussed the country's 250th birthday and noted that the Town has not done anything specific to celebrate the moment. He said that other municipalities have done specific things and it could be something as simple as a banner at Town Hall. A discussion ensued between Town Council with the Mayor asking Assistant Town Administrator Sims to discuss the topic individually with Town Council to gather ideas.

Council Member Allbritton asked that a larger flagpole be placed at the SW Meadows Sanctuary Pavilion. Parks, Recreation & Forestry Director December Lauretano-Haines advised Town Council that she and Community Services Manager Emily McCord Aceti have looked in to grants to create a bigger site for the flagpole at the pavilion. She also suggested the Town could use banner signs on the ten signs scattered around the Town.

7. Legal Comments

Town Attorney Poliakoff discussed the purchase of the Milagros property for the public safety building and explained the process the Town must adhere to for property purchases as well as the due diligence process. He stated that purchase agreement will come before Town Council formally at the next Council meeting for approval and said that the Town is already in the second phase of environmental assessments. He spoke about the sale of the former CCA property and explained that as part of the sale contract the buyer agreed to transfer the areas of wetlands designation on the property to areas in Frontier Tails Park. He said that this was a win / win situation for both the Town and buyer. He said that the State of Florida requires the Town to formally submit to Florida Communities Trust a form that permanently designates the area as a nature preserve area. He asked Town Council to authorize Town Administration to sign that form and return it to the State.

The following motion was made by Council Member Kuczenski, seconded by Council Member Allbritton, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, and Mayor Breitzkreuz voting yes.

MOTION: TO AUTHORIZE TOWN ADMINISTRATION TO EXECUTE THE JOINT DEED OF CONSERVATION AGREEMENT.

8. Administration Comments

Assistant Town Administrator Sims discussed the signs that Town Council authorized to be purchased for the park entrances. She reviewed the decision of the Town Council to purchase all five signs from the vendor, with one sign to be placed in storage, and the other four installed without landscaping. She said that because the amount to purchase these signs was over the budgeted amount, Town Administration worked on a alternative approach for Town Council to consider. She presented to Town Council the option to reject the current bid for the build and installation of the signs and rebid the project with a line-item breakdown instead of as a total cost,

as previously done. She said Town Administration believes this will receive more bidders and result in better pricing. A discussion ensued between the Town Council, Assistant Town Administrator Sims, and Town Attorney Poliakoff on the decision to send the park entrance signs out to bid again.

The following motion was made by Council Member Hartmann, seconded by Council Member Allbritton, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, and Mayor Breitkreuz voting yes.

MOTION: TO REJECT THE BIDS FOR RFP 26-011 AND TO READVERTISE FOR THE BID AGAIN WITH A PER SIGN COST.

Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CREATING THE "TRAILS ADVISORY BOARD," FOR THE PURPOSE OF ADVISING THE TOWN COUNCIL ON THE RECREATIONAL TRAILS SYSTEM WITHIN THE TOWN; PROVIDING FOR THE BOARD'S GOALS, OBJECTIVES, AND LIMITATIONS; PROVIDING FOR THE APPOINTMENT OF BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Breitkreuz discussed the item and said that it was initial idea to have a formal Board to help with the Multi-Use Trails system within the Town. He said that he met with some of the trail riders that were very enthusiastic to be part of the Board but realized that in speaking with them it would be better to have informal meetings with the riders. He said that it would be nearly impossible to have Board members that were riding the trails, limit their conversations about the trails to just the Board meetings. He asked for a consensus from the Town Council to allow him to meet with the trail riders about the trails system, which would mean that other Council Members could not attend the meetings with them. A discussion ensued between the Town Council about the meetings, how the meetings would work, what the goals of the meetings would be, and who would be attending the meetings. The consensus of the Town Council was to have Mayor Breitkreuz meet with members of the public and trail riders to discuss the multi-use trails and how to advance them in the Town.

ITEM WITHDRAWN.

10. Approval of Minutes

- a. January 22, 2026 Regular Meeting Minutes**
- b. January 22, 2026 Special Meeting Minutes**
- c. February 12, 2026 Regular Meeting Minutes**
- d. February 26, 2026 Regular Meeting Minutes**

The following motion was made by Council Member Allbritton, seconded by Council Member Kuczenski, and passed by a 4-0 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Kuczenski, and Mayor Breitkreuz voting yes.

MOTION: TO APPROVE THE JANUARY 22, 2026 REGULAR MEETING MINUTES, THE JANUARY 22, 2026 SPECIAL MEETING MINUTES, THE FEBRUARY 12, 2026 REGULAR MEETING MINUTES, AND THE FEBRUARY 26, 2026 REGULAR MEETING MINUTES.

11. Adjournment

Meeting adjourned at 8:00 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 25th 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.

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

May 28, 2026

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor Gary Jablonski

Council Member Jim Allbritton

Council Member Bob Hartmann

Council Member David S. Kuczenski

Russell Muñiz, Town Administrator

Debra M. Ruesga, Town Clerk

Emil C. Lopez, Town Financial Administrator

Keith Poliakoff, Town Attorney

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.

Presentations

3. Presentation - E2W Consulting Services

Daniel Rosemond and Jim Lee of E2W Consulting Services presented the 2026 - 2031 Strategic Plan report to the Town Council.

4. Public Comment

There were no Public Comments.

5. Board Reports

Harold Gubnitsky spoke on behalf of the Zero Waste Advisory Board. He discussed meeting with the Zero Waste Consultant Ruth Abbe at the May 5th Zero Waste Advisory Board meeting. He said that the consultant would be meeting with Town stakeholders, including the Town Council members, as part of the process, and said the Board would be meeting with them again in June. He spoke about the International Day of Zero Waste event on May 23rd at the Farmer's Market. He thanked the Town Council for attending the event, and the vendors such as WM, Filthy Organics, and Sneaker Impact, for being there as well. He said that the event was successful but that the Board plans to make some changes to it in the future to see the event grow.

6. Council Member Comments

Vice Mayor Jablonski stated that he watched the Town Council meeting that he missed at the beginning of May and asked the Town Council to be better at speaking directly into their microphones. He said he had an extremely hard time hearing some of the Council Members on the playback of the meeting. He spoke about the following Town events:

- Bingo at the Barn on June 20th
- Hazmat at the Barn on July 11th
- The Calendar Photo Contest with the theme of "Wings Over the Ranches"
- FLOW Mobile event on June 24th at Town Hall

He discussed the mural at the Publix at Regency Square Shopping Center and said that he supported preserving the mural. He reminded residents that last Sunday was the last Sunday the Community Farmer's Market would be open until Fall. He said it would still be open on Saturdays but not on Sundays. He thanked Council Member Allbritton for organizing the Memorial Day event for veterans and said that it was a wonderful event and expressed that he looked forward to more of them in the future. He discussed changing the solid waste exemption for disabled veterans from 50% to 100% and gave a brief history of how the 50% exemption came about. He said that he asked Town Financial Administrator Lopez to estimate the cost to about the cost to the Town and said that it would be approximately \$49,255.44. He recommended that the money be taken from the lien fund so that it would not use taxpayer money. He proposed that it be taken from that account every year until those funds were no longer available and then put the cost back into the Town budget.

Mayor Breitzkreuz verified that the \$49,255.44 would be the total cost for the 100% exemptions. He also clarified that the "lien fund" mentioned was the unassigned fund balance which contains monies that were leftover from completed projects and other areas of the budget, which meant that a portion of the unassigned fund balance is taxpayer money. He stated that he supported the concept of the idea but not the mechanics of how to pay for it.

Town Financial Administrator Lopez advised that the Town currently budgets \$33,825.84 for the exemption and to cover the complete cost it would increase by \$15,399.60.

A discussion ensued between the Town Council members and Town Financial Administrator Lopez about the funds, which accounts to be used to pay for the 100% exemptions, and what other projects the unassigned funds could be used for in the future, and the concerns of the property tax reform. The consensus of the Town Council was to support giving the 100% exemption but to discuss the method further during the budget process.

Council Member Kuczenski stated that the best way to contact him was to call him on his cell phone and provided his phone number to the public. He presented the Town website and demonstrated where the emergency communications sign up was located on the website. He encouraged all residents to sign up for the communications as hurricane season would be starting in just a few days and during emergencies the Town would be using it for messaging. He spoke about the speed tables being installed in Sunshine Ranches and said that Public Works Director Rod Ley was awaiting the traffic engineering report for the traffic study of the speed tables placement. He discussed an active Code Compliance case that involved an unpermitted party that involved fireworks and reiterated that fireworks are unsafe for horses. He reminded residents that if they live on a street with a canal, the side of the street without the canal is part of the horse trails system and the areas needed to be maintained. He suggested that equestrian businesses in the Town should investigate offering discounts on riding lessons to the children in the Town to carry on the equestrian lifestyle. Lastly, he spoke about the possibility of placing a bond issue on the November ballot for residents to vote on to provide funds for road improvements.

Council Member Allbritton spoke about discussing the Town's budget with elected officials from other municipalities at the Broward League of Cities meetings and he said that they are always amazed at the small size of the Town's budget and how well it functions. He talked about attending the Broward Policemen's Benevolent Association (PBA) Officer of the Year award ceremony. He stated that it was a filled with police officers that went above and beyond in their capacities and that it was a great organization that provides scholarships. He spoke about the Memorial Day event at the Barn. He thanked the Town, Town Council, Town Staff, and Parks, Recreation & Forestry Director December Lauretano-Haines for everything they did to help with the event. He said the vent was not to honor veterans but to honor those that fell defending their country. He said he envisions the event growing for Memorial Day and possibly changing the location if it grows. He said that he gave the veterans that attended a survey to see which days would be best to meet again in the future because the Town has been offered donations to continue the veterans' meetings and would like to have them quarterly. Lastly, he spoke about how he had the honor and privilege to be the one to raise the flag back to full mast at noon as part of the Memorial Day ceremony.

Mayor Breitkreuz stated that the Memorial Day event was an incredible event and that he would like to continue it every Memorial and Veteran's Day. He spoke briefly about the PBA and said it was great to see the officers being recognized. He talked about the Country Estates Fishing Hole Park and said that he saw that it had some clearing done and that it looked awesome, and thanked Parks, Recreation & Forestry Director December Lauretano-Haines for her efforts in that. He provided an update on the meetings regarding the multi-use trails and stated that he has met with a large group of riders as well as Town resident Kathy Cox. He said that she took her around Town to see the various trails and observed some that could be easily connected and some that will take some effort. He stated that the Town is fully committed to fixing the trails and that it will start with some of the easier ones to fix and then move forward with the larger projects.

7. Legal Comments

Town Attorney Poliakoff spoke about the illegal side by side vehicle that Council Member Hartmann discussed earlier and stated that the main concern seems to be that the vehicles are driven by underage children, which makes it extremely dangerous. He spoke about a resident that told him he was selling his home because it abutted Sunset and that he could no longer live there due to the noise and parties. He said that the resident asked him to mention it to Town Council. He recommended that the Town of Davie Police Department follow the Town's noise ordinance and issue Notices to Appear and treat it as a court matter instead of as a code compliance issue. He said that he had two Code Compliance issues that he would like direction from: in the first case he asked Code Compliance Director Julio Medina to explain the situation.

Director Medina Summarized the case as the following: He stated that The property owners applied for a permit after the work had already been completed, and the permit was initially issued by the building department. The permit was later rescinded because the department mistakenly believed the fire department needed to review it, resulting in the owners being cited, found in violation by a magistrate, and fined for not having a valid permit. After the magistrate's ruling,

the building department determined that fire department review was not required and reissued the permit, revealing that the earlier revocation had been made in error and causing a lien to remain in place for several months.

Town Attorney Poliakoff recognized that in this case the Town had made the mistake and asked that the case be rescinded and put into compliance. There was a consensus of the Town Council to rescind the fine and put the case into compliance.

Town Attorney Poliakoff explained the second case as the following: A property involved in a divorce remained out of compliance because a court order prohibited one of the owners from accessing the property to make the necessary corrections. Everyone agreed that the property was not in compliance, but there was little the county could do while the court order was in effect. The violation continued for more than 1,000 days, resulting in a substantial lien of approximately \$300,000 to \$400,000. In addition to the fines, statutory interest accumulated and added more than \$200,000 to the amount owed. Because the prolonged noncompliance was tied to the unique circumstances of the divorce and court order, staff recommended waiving the statutory interest while still collecting the underlying fines as a matter of fairness. There was a consensus of the Town Council to waive the accumulated interest of the fine but still enforcement payment of the fine itself.

Town Attorney Poliakoff discussed the proposed property tax reforms and described it as a \$150,000 the first year on homestead exemption, then \$250,000 the second year, and so forth until the property taxes were gone. He further explained various other ways how the property tax reform may affect the Town. He stated that the City of Hollywood released their projection of what the \$150,000 change in property taxes would do and it resulted in a loss of \$25 million in revenue.

Council Member Hartmann interjected that many people he has spoken to seem to be in favor of passing the property tax reform and said that the public does not seem to understand the impact it will have on Town services. He spoke about the Town of Davie Police Department not issuing Notices to Appear to enforce the Town's law. He asked Town Administrator Muñiz to have a meeting with the Town of Davie's legal counsel, Greg Rossman, Chief of Police Kinsey, and Town Attorney Poliakoff to discuss the issue.

Town Administrator Muñiz clarified an issue that was mentioned earlier and said that the Town of Davie's position is that there are certain municipal misdemeanor exceptions that are prescribed in Florida law, criminal law, that say that they must witness certain things to issue a Notice to Appear (NTA). He said that they can't issue an NTA on something that they don't personally witness, and that fireworks being set off does not rise to that misdemeanor exception. He stated that he has spoken to Chief Kinsey about these issues and would be willing to have them come to a meeting to discuss the issue in a public forum.

8. Administration Comments

Town Administrator Muñiz advised Town Council that Administration has been working on a public education campaign that addresses the issue of the property tax reform and how it would affect the Town. He stated that they have been working on a preliminary estimate of what the \$250,000 exemption would do to the Town's budget and it would result in a reduction of \$1.5 million to the Town budget. He said it would double for each increase which would result in a severe reduction in services in the Town. He thanked Town Council, in particular Council Member Allbritton, for organizing the Memorial Day event. He thanked Parks, Recreation & Forestry Director December Lauretano-Haines and her staff, Public Works Project Coordinator Susan Kutz, and everyone else that helped with the event. He thanked Town Council for their support while he was out of the office and thanked Assistant Town Administrator Sims and Town staff for their work on keeping the Town running smoothly. He noted the Town Council's concerns the "side by sides" in the Town and said that he would research the matter for possible solutions, such as state legislation and speaking to the Town of Davie Police Department on stricter enforcement of the vehicles on public roads.

Ordinance – 2nd Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REZONING APPROXIMATELY 59 ACRES FROM A-1 AGRICULTURAL ESTATE DISTRICT TO US HIGHWAY 27 PLANNED BUSINESS DISTRICT, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 BETWEEN THE C-11 CANAL TO THE NORTH, STIRLING ROAD TO THE SOUTH, AND MENORAH GARDENS CEMETERY TO THE EAST; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. RZ-24-23) {Approved on first reading on October 24, 2024}

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 Breitzkreuz voting yes.

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN BY CHANGING THE DESIGNATION OF APPROXIMATELY 59 ACRES FROM AGRICULTURAL TO US HIGHWAY 27 BUSINESS, GENERALLY LOCATED ON THE EAST SIDE OF US HIGHWAY 27 BETWEEN THE C11 CANAL TO THE NORTH, STIRLING ROAD TO THE SOUTH, AND MENORAH GARDENS CEMETERY TO THE EAST; PROVIDING FOR TRANSMITTAL TO THE BROWARD COUNTY PLANNING COUNCIL AND STATE LAND PLANNING AGENCY; REQUESTING RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; AND, PROVIDING FOR AN EFFECTIVE DATE. (APPLICATION NO. PA-20-8) {Approved on first reading on October 23, 2025.}

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 Breitzkreuz voting yes.

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

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF PEMBROKE PINES PROVIDING WATER AND SEWER SERVICES TO FOLIO NUMBERS 503934-01-0420; 503934-01-0430; 503934-01-0431; 503934-01-0570; 503934-01-0340; 503927-02-0160; 503927-02-0210; 503927-02-0220; 503934-01-0020; 503934-01-0100; 503934-01-0170; 503934-01-0280 ALONG US 27, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF PEMBROKE PINES; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Kuczenski, 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.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR JOINT PARTICIPATION IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING 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 Breitzkreuz voting yes.

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELEASING THE RESTRICTIVE COVENANT ON THE NORTHERN APPROXIMATELY 20.59-GROSS-ACRES OF LAND GENERALLY LOCATED OFF OF SHERIDAN STREET BETWEEN SW 185TH WAY AND SW 190TH AVENUE THAT RESTRICTS THE PARCEL TO PUBLIC SCHOOL/EDUCATIONAL FACILITY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE RELEASE AND OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Mayor Breitzkreuz, 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.

14. Adjournment

Meeting adjourned at 9:03 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 25th day of June, 2026.

Steve Breitzkreuz, Mayor

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