



Southwest Ranches Town Council

REGULAR MEETING

Agenda of December 12, 2024

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 Gary Jablonski David S. Kuczenski, Esq.	<u>Town Administrator</u> Russell C. Muniz, MBA, MPA	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Bob Hartmann		<u>Town Financial Administrator</u> Emil C. Lopez, CPM	<u>Town Clerk</u> Debra M. Ruesga

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

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

Presentations

3. **Update on Town Birthday Party - Susan Kutz**
4. **Public Comment**

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

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

Ordinance - 2nd Reading

9. **AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025-2029 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved November 21, 2024 on First Reading}**

Ordinance - 1st Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; CREATING CHAPTER 28 OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO CREATE A CHAPTER ENTITLED PUBLIC CAMPING OR SLEEPING; PROHIBITION; PENALTIES; COMPLAINTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING AN EFFECTIVE DATE. {Second Reading to be held January 23, 2025}
11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING AND REPLACING ORDINANCE NO. 2024-003; AMENDING SECTION 9-5 OF CHAPTER 9 ENTITLED "NOISE" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO AMEND THE LIST OF EXEMPTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. {Second Reading to be held January 23, 2025}
12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A MINIMUM INTERIOR SPACE REQUIREMENT TO MAINTAIN CANINES WITHIN THE TOWN; PROVIDING FOR INSPECTION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.
{Second Reading to be held January 23, 2025}

Resolutions

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A NEW AGREEMENT WITH J.A. MEDINA, LLC; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH HUURR HOMES, LLC IN THE AMOUNT OF THIRTY-NINE THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS AND FORTY CENTS (\$39,653.40) FOR COMPLETION OF THE SW 49TH COURT AND SW 202ND AVENUE DRAINAGE REHABILITATION PROJECT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 TOWN BUDGET; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING 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 14741 SUNSET LANE, 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, EXTENDING THE TERM OF THE

COMPREHENSIVE PLAN ADVISORY BOARD (CPAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

17. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE DRAINAGE AND INFRASTRUCTURE ADVISORY BOARD (DIAB); RESTATING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
18. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF FIRE ADVISORY BOARD (FAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.
19. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE PARKS, RECREATION, FORESTRY, AND NATURAL RESOURCES ADVISORY BOARD (PRFNAB); RATIFYING THE BOARD'S PURPOSE AND OBJECTIVES; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
20. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE RURAL PUBLIC ARTS AND DESIGN ADVISORY BOARD (RPADAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
21. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE SCHOOLS AND EDUCATION ADVISORY BOARD (SEAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.
22. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE TERM OF THE ZERO WASTE ADVISORY BOARD (ZWAB); RESTATING THE BOARD'S SCOPE; AUTHORIZING TOWN COUNCIL MEMBERS TO ADMINISTRATIVELY APPOINT BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

Discussion

23. Annual Review of Charter Officials
24. Vacation of Town Rights of Way - Council Member Jablonski
25. 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, Town Planner
DATE: 12/12/2024
SUBJECT: FY 2025-2028 Schedule of Capital Improvements

Recommendation

Staff recommends approval of the proposed Ordinance on second reading.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

Chapter 163, Florida Statutes requires that every local government annually update the Five-Year Schedule of Capital Improvements (“Schedule”) within Its Comprehensive Plan in order to demonstrate that the local government has the ability to implement the plan and ensure that adopted level of service standards are maintained for concurrency related facilities (drainage, parks and recreation, schools, and transportation facilities).

The Schedule contained within the Capital Improvements Element (CIE) is a list of capital improvement expenditures that are proposed each year fiscal year over a five-year period. The Schedule identifies dedicated or anticipated funding sources, as well as unfunded improvements that are included should funding become available. For comprehensive planning purposes, the Schedule outlines how level of service standards (ex: park acreage, traffic

movement, drainage) will be maintained over the next five years.

The updated Schedule reflects that there are no level of service deficiencies relative to Town facilities that require the Town to commit capital funds. The Comprehensive Plan Advisory Board reviewed the proposed Schedule update and recommends its approval.

Fiscal Impact/Analysis

Capital Improvement Projects are Town projects where the anticipated value of the asset created generally has an estimated value of at least \$25,000. An asset for these purposes is an item which is not generally consumed for operating purposes and which has an expected life of not less than three years.

Funding for capital improvement project items generally comes from surplus revenues from other governmental funds (particularly the general governmental operating fund – also known as the “General Fund”). Additional revenue maybe derived from the Fire Assessment, debt service proceeds, grants, other permissible interfund transfers or from Fund Balance. Wherever possible, the various projects included in the 5-Year Capital Improvement Plan have identified funding sources for each fiscal year of appropriation.

Staff Contact:

Jeff Katims, AICP, CNU-A, Town Planner
Emily McCord Aceti, Community Services Manager
Emil Lopez, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	11/7/2024	Backup Material
Ordinance Second Reading - TA Approved	12/5/2024	Ordinance
Exhibit "A"	11/13/2024	Exhibit
Updated CIE Support Document	11/7/2024	Backup Material

Town of Southwest Ranches Business Impact Estimate Form



*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title of proposed ordinance:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025-2029 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section A

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

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

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

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

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

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

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

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

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

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

ORDINANCE 2025 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR FISCAL YEARS 2025-2029 PURSUANT TO CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3177, F.S. requires every local government to annually update the Five-Year Schedule of Capital Improvements ("Schedule") by Ordinance; and

WHEREAS, the Town Council of the Town of Southwest Ranches has prepared its Schedule in accordance with the standards and requirements of Section 163.3177, F.S.; and

WHEREAS, the Local Planning Agency held a duly noticed public hearing on November 21, 2024, and recommends that the Town Council adopt the updated Schedule.

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

SECTION 1: Recitals adopted. That foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of the Ordinance.

SECTION 2: Amendment. That the Five-Year Schedule of Capital Improvements is hereby updated as shown in Exhibit "A", which is attached hereto and made a part hereof.

SECTION 3. Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 4. Severability. If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions or this Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its passage and adoption.

PASSED ON FIRST READING this 21st day of November, 2024 on a motion made by Council Member Kuczenski and seconded by Vice Mayor Hartmann.

PASSED ON SECOND READING this ____ day of _____, 2024 on a motion made by _____ and seconded by _____.

Breitkreuz _____

Hartmann _____

Allbritton _____

Jablonski _____

Kuczenki _____

Ayes _____

Nays _____

Absent _____

Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.100.2024

EXHIBIT “A”

CAPITAL IMPROVEMENT ELEMENT

III.I Capital Improvements Element (CIE)

1. GOALS, OBJECTIVES AND POLICIES

CIE GOAL 1

ENSURE THAT THE INFRASTRUCTURE NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE PUBLIC IS PROVIDED IN A TIMELY AND EFFICIENT MANNER, AND THAT PUBLIC FACILITIES ARE MAINTAINED AT OR ABOVE THE LEVEL OF SERVICE STANDARDS ADOPTED IN THIS PLAN.

CIE OBJECTIVE 1.1

THE TOWN SHALL DEVELOP AND CONTINUOUSLY IMPROVE A PROCESS THAT GUIDES THE CAPITAL FACILITY PLANNING OF THE TOWN IN ORDER TO:

1. Accommodate projected growth, maintain existing facilities, replace obsolete or deteriorated facilities.
2. Coordinate future land use decisions and fiscal resources with a schedule of capital improvements which maintain adopted LOS standards.
3. Upgrade public infrastructure serving developed lands that do not currently meet LOS standards.
4. Remain fiscally responsible.

Measurement: Annual update of a 5 year schedule of capital improvements.

CIE POLICY 1.1-a: Public facilities and services needed to support development will be provided concurrent with the impacts of development, as measured by the Town’s adopted LOS standards. The LOS standards are as established in other elements of the Comprehensive Plan, as follows:

- potable water: UE Policy 1.2-m;
- wastewater: UE Policy 1.2-z
- drainage: UE Policy 1.1-g

- solid waste: UE Policy 1.1-f
- traffic: TE Policy 1.1-l and TE Policy 1.1-m
- parks and recreation: ROS Policy 1.2-a
- public school facilities: PSFE Policy 1.2-c
- water quality: UE Policy 1.1-h

CIE POLICY 1.1-b: All capital improvement projects shall meet an initial objective standard test of furthering the Town's Comprehensive Plan, providing necessary infrastructure replacement/renewal, correcting existing deficiencies, maintaining adopted LOS and providing facilities concurrent with development. Prioritizing and funding of all projects shall be based on the nature of funds available.

CIE POLICY 1.1-c: The following standards regarding debt payment service per annum shall be adhered to except by simple majority vote of the Town Council:

- The total debt service shall not exceed 15% of the Town's total revenues per annum.
- The average annual bond maturities shall not exceed 15 years. Debt payment shall not exceed 30 years.
- The Town Council shall not approve any bond issue or refinancing of a bond issue with a prepayment penalty.
- The Town Council shall not approve any refinancing of a bond issue that extends the term of the original debt.

CIE POLICY 1.1-d: The Town Council should review its fiscal policies and procedures annually during the budget process and present any proposed/recommended changes as necessary.

CIE POLICY 1.1-e: The Town Council shall annually monitor, evaluate, adopt and prioritize the implementation of a 5-year schedule of capital improvements.

CIE POLICY 1.1-f : A developer shall construct all public facilities and improvements thereto required to accommodate the portion of their development's impact that exceeds adopted level of service standards. Alternatively, the Town may accept payment in lieu of construction if the applicable improvement is programmed in the CIP. Administration of this policy shall be in compliance with requirements in F.S. 163.3180, as may be amended from time to time.

CIE Policy 1.1-g: The Town shall annually update the five year capital improvements schedule included in this element as provided by law in order to adjust the five year planning horizon, reflect project status, and ensure the Town's ability to meet its adopted level of service standards.

CIE Policy 1.1-h: The five year schedule of capital improvements shall reflect the current City of Sunrise 10-Year Water Supply Facilities Work Plan, adopted (Amendment No. 20-02ESR, July 14, 2020), and the capital projects described therein for the purposes of ensuring that adequate water supply will be provided for the limited number of properties that are or will be served by City of Sunrise.

CIE Policy 1.1-i: The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan (Amendment No. 20-01ESR, August 25, 2020) as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.

CIE POLICY 1.1-j: The Town shall include in its land development regulations provisions to implement a proportionate fair-share mitigation system for transportation per the requirements of s. 163.3180, Florida Statutes.

SCHOOL CAPITAL FACILITIES PLANNING

CIE Objective 1.2

THE TOWN, IN COLLABORATION WITH THE SCHOOL BOARD, BROWARD COUNTY AND THE LOCAL GOVERNMENTS WITHIN BROWARD COUNTY, SHALL ENSURE THAT PUBLIC SCHOOL FACILITIES ARE AVAILABLE FOR CURRENT AND FUTURE STUDENTS CONSISTENT WITH AVAILABLE FINANCIAL RESOURCES AND THE ADOPTED LEVEL OF SERVICE (LOS).

Measurement:

- School enrollment projections compared to the School District's Adopted Five-Year District Educational Facilities Plan (DEFP)

CIE Policy 1.2-a: Consistent with policies and procedures within the Amended Interlocal Agreement for Public School Facility Planning (ILA), the DEFP shall contain a five year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all concurrency service areas (CSAs). Pursuant to the ILA, this financially feasible schedule shall be updated by the School Board on an annual basis. The Town's five-year schedule of capital improvements shall reflect each annual DEFP update.

CIE Policy 1.2-b: Pursuant to the ILA, the uniform, district-wide LOS shall be as follows:

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

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

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

CIE Policy 1.2-c: Pursuant to the ILA, the adopted LOS shall be applied consistently by Broward County, the Town, the municipalities and the School Board, district-wide to all schools of the same type.

CIE Policy 1.2-d: The five-year schedule of capital improvements shall reflect the School Board's current DEFP.

CIE Objective 1.3

FORMALLY RECOGNIZE THE CAPITAL EXPENDITURES OF OTHER AGENCIES THAT PROVIDE CAPITAL FACILITIES UPON WHICH THE TOWN OF SOUTHWEST RANCHES RELIES TO MEET ADOPTED LEVEL OF SERVICE STANDARDS.

Measurement:

- Annual review and update of implementing policies as appropriate to reflect changes to capital facility plans upon which the Town of Southwest Ranches relies to meet adopted level of service standards.

CIE Policy 1.3-a: In order to ensure that adopted level of service standards for the transportation system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the following plans and programs as updated annually, to the extent that such improvements are required in order to maintain the Town's adopted levels of service for transportation facilities:

- Broward County Capital Improvements Program
- Broward County MPO Transportation Improvement Program
- Broward County MPO Cost Feasible Long-Range Transportation Plan
- FDOT's Adopted Work Program

CIE Policy 1.3-b: In order to ensure that adopted level of service standards for the parks and recreation system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program to the extent that such improvements are required in order to maintain the Town’s adopted level of service standard for parks.

CIE Policy 1.3-c: In order to ensure that adopted level of service standards for the countywide public school system are maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County School District’s Adopted Five-Year District Educational Facilities Plan.

CIE Policy 1.3-d: In order to ensure that adopted level of service standards for the solid waste disposal system continue to be maintained, the Town of Southwest Ranches five year schedule of capital improvements shall reflect the current Broward County Capital Improvements Program.

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2. CAPITAL IMPROVEMENT IMPLEMENTATION

THE TOWN OF SOUTHWEST RANCHES SHALL CONTINUE TO CONSIDER THE FOLLOWING:

1. Pursue alternative methods for protecting, preserving and enhancing the Town's rural lifestyle.
2. Coordinate Town-developed tertiary drainage systems with the Central Broward Water Control District and the South Broward Drainage District.
3. Pursue discussions with government authorities in order to develop methods to protect the integrity of 8 archeological sites (LAPC) in environmentally sensitive areas, as designated by the Broward County Board of County Commissioners.
4. Evaluate the public benefits of annexing lands into the Town.
5. Maintain Land Development Code regulations which are consistent with the adopted comprehensive plan.
6. Explore methods of obtaining funds for purchasing and constructing public passive open space and trails.
7. Explore possibilities of securing funds for improving traffic capacity on Griffin Road and constructing 184th Avenue.
8. Encourage removing Dykes Road and S.W. 172nd Avenue as major collector roadways between Griffin Road and Sheridan Street and initiate amendments to Broward County Trafficways Plan.
9. Reserved.
10. Develop and maintain a tertiary drainage plan for all the areas within the Town.
11. Adopt a procedure for upgrading and increasing landscaping along all major arterial roadways and designated multi-use Greenways to conform to Xeriscape landscape requirements.
12. Implement the capital improvements identified in this Comprehensive Plan as may be updated from time to time.

13. Determine the feasibility of constructing a Comprehensive Mitigation Bank in lieu of preserving and enhancing individual isolated wetlands.

Five Year Capital Improvement Plan
All Funds Project Expenditure Summary FY 2024 - FY 2028

FUND	FY 2024		FY 2025		FY 2026		FY 2027		FY 2028		Total
	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	
-	FY 2024	-	FY 2025	-	FY 2026	-	FY 2027	-	FY 2028	-	-
-	20,000	FA	20,000	FA	20,000	FA	20,000	FA	20,000	FA	100,000
-	50,000	ARPA	-	NF	-	NF	-	NF	-	NF	50,000
-	430,500	ARPA	-	NF	-	NF	-	NF	7,600,000	NF	8,030,500
-	514,780	ARPA	-	NF	-	NF	-	NF	-	NF	514,780
-	1,058,293	ARPA	-	NF	-	NF	-	NF	-	NF	1,058,293
-	-	-	-	-	-	-	-	-	-	-	-
FUND	Capital Projects Fund Total	-	-	-	-	-	-	-	-	-	-
-	45,000	CIP-FB	308,034	NF	318,406	NF	318,406	NF	318,406	NF	1,308,249
-	45,000	NF	-	NF	-	NF	-	NF	-	NF	45,000
-	50,000	NF	-	NF	-	NF	-	NF	-	NF	50,000
-	125,000	NF	223,500	NF	689,650	NF	841,500	NF	841,500	NF	2,721,150
-	150,000	NF	175,000	NF	240,000	NF	229,575	NF	270,425	NF	1,065,000
-	296,000	NF	503,225	NF	195,500	NF	211,000	NF	211,000	NF	1,416,725
-	-	-	-	-	-	-	-	-	-	-	-
FUND	Transportation Fund Total	-	-	-	-	-	-	-	-	-	-
-	66,000	GF-If#	66,000	GF-If#	66,000	GF-If#	-	NF	-	NF	198,000
-	295,000	GF-If#	155,000	GF-If#	155,000	GF-If#	155,000	GF-If#	155,000	GF-If#	915,000
-	750,000	G _r -GF-If#	-	NF	-	NF	-	NF	-	NF	750,000
-	1,300,216	G-GF-If#, TFB	138,000	GF-If#	138,000	GF-If#	138,000	GF-If#	138,000	GF-If#	1,852,216
-	20,000	NF	20,000	NF	20,000	NF	20,000	NF	20,000	NF	100,000
-	450,000	NF	400,000	NF	205,000	NF	205,000	NF	-	NF	1,260,000
-	\$5,665,789	-	-	\$2,008,756	-	\$2,047,556	-	\$2,138,481	-	\$9,574,331	\$21,434,913
PROJECT TOTALS											

Funding Source Code	Funding Source Name
ARPA	American Recovery Plan Act
CIP-FB	Capital Projects Fund Fund Balance
FA	Fire Assessment
G	Grant Funding
GF-Tr	General Fund Transfer from Operating Revenues
NF	Not Funded
TFB	Transportation Fund Fund Balance

The following documents are hereby incorporated by reference:

- *Broward County Capital Improvement Program for FY 2024-2028
- *Broward County Transportation Improvement Program for FY 2024—2028
- *Broward County MPO Cost Feasible Long Range Transportation Plan 2045
- *FDOT Adopted Work Program FY 2024—2028
- *City of Sunrise 10 Year Water Supply Facilities Work Plan adopted on July 14, 2020, and the capital projects described therein for the purposes of ensuring adequate water supply. will be provided for the limited number of properties that are or will be served by City of Sunrise.
- *Cooper City 10 year Water Supply Facilities Work Plan adopted on August 25, 2020, as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein.
- *District Educational Facilities Plan adopted by the Broward County School Board on September 25, 2023

Five Year Capital Improvement Plan

All Funds Project Expenditure Summary FY 2025 - FY 2029

	FY 2025		FY 2026		FY 2027		FY 2028		FY 2029		Total
	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	
General Fund Total	FY 2025	-	FY 2026	-	FY 2027	-	FY 2028	-	FY 2029	-	-
Fire Wells Replacement and Installation	42,000	FA	42,000	FA	42,000	FA	42,000	FA	42,000	FA	210,000
Town Hall Multi-Purpose Storage Building	50,000	ARPA	-	NF	-	NF	-	NF	-	NF	50,000
Dykes Road Piping	514,780	ARPA	-	NF	-	NF	-	NF	-	NF	514,780
Public Safety Facility\Emergency Operations Center (EOC)	1,671,864	ARPA	-	NF	-	NF	-	NF	7,600,000	GF Tfr	9,271,864
SW Meadows Sanctuary Park PHASE I - Roadway, Parking, and Restroom Facilities	2,216,382	ARPA, GF Tfr, G	-	NF	-	NF	-	NF	-	NF	2,216,382
Capital Projects Fund Total	-	-	-	-	-	-	-	-	-	-	-
Parks, Recreation and Open Space (PROS) Entranceway Signage	16,500	GF Tfr	16,500	GF Tfr	16,500	GF Tfr	16,500	GF Tfr	16,500	GF Tfr	82,500
Sunshine Ranches Equestrian Park Playground Rehabilitation	56,250	GF Tfr	56,250	GF Tfr	56,250	GF Tfr	56,250	GF Tfr	-	NF	225,000
Town Wide Invasive Exotics Removal	140,000	GF Tfr	-	NF	-	NF	-	NF	-	NF	140,000
Transportation Fund Total	-	-	-	-	-	-	-	-	-	-	-
Flashing Speed Limit Signs	68,400	GF Tfr	-	NF	-	NF	-	NF	-	NF	68,400
Southwest Meadows Sanctuary Water Quality and Drainage Project	750,000	G, GF Tfr	-	NF	-	NF	-	NF	-	NF	750,000
Surface and Drainage Ongoing Rehabilitation (TSDOR): Non-Surtax	752,080	GF Tfr	752,080	GF Tfr	450,000	GF Tfr	450,000	GF Tfr	450,000	GF Tfr	2,854,160
Drainage Improvement Projects: Non-Surtax	1,477,507	G, GF Tfr, TFB	290,260	GF Tfr	443,825	GF Tfr	2,644,536	GF Tfr	2,504,964	GF Tfr	7,361,092
PROJECT TOTALS	\$7,755,763		\$1,157,090		\$1,008,575		\$3,209,286		\$10,613,464		\$23,744,178
FY 2025 NOT FUNDED CIPS	-	-	-	-	-	-	-	-	-	-	-
Town Wide Parks Master Plan	50,000	NF	-	NF	-	NF	-	NF	-	NF	50,000
Frontier Trails Conservation Area	125,000	NF	223,500	NF	689,650	NF	841,500	NF	841,500	NF	2,721,150
Country Estates Park	150,000	NF	175,000	NF	240,000	NF	229,575	NF	270,425	NF	1,065,000
Calusa Corners Park	296,000	NF	503,225	NF	195,500	NF	211,000	NF	211,000	NF	1,416,725
Southwest Meadows Sanctuary Park - Phase II Development	1,536,268	NF	-	NF	-	NF	-	NF	-	NF	1,536,268
FY2025 thru FY2029 Not Funded CIPS	\$2,157,268		\$901,725		\$1,125,150		\$1,282,075		\$1,322,925		\$6,789,143

<u>Funding Source Code</u>	<u>Funding Source Name</u>
ARPA	American Recovery Plan Act
FA	Fire Assessment
G	Grant Funding
Gf.Tfr	General Fund Transfer from Operating Revenues
NF	Not Funded
TFB	Transportation Fund Fund Balance

The following documents are hereby incorporated by reference:

- *Broward County Capital Improvement Program for FY 2025-2029
- * Broward County Transportation Improvement Program for FY 2025 – 2029
- * Broward County MPO Cost Feasible Long-Range Transportation Plan 2045
- *FDOT Adopted Work Program FY 2025 – 2029
- * City of Sunrise 10-Year Water Supply Facilities Work Plan adopted on July 14, 2020, and the capital projects described therein for the purposes of ensuring adequate water supply. will be provided for the limited number of properties that are or will be served by City of Sunrise.
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- *District Educational Facilities Plan adopted by the Broward County School Board on September 4, 2024

PROPOSED FY 2025-2029 ANNUAL UPDATE TO CIE

CAPITAL IMPROVEMENTS ELEMENT

Part III-G: Support Documents

Town of Southwest Ranches

CAPITAL IMPROVEMENTS ELEMENT

The purpose of the Capital Improvements Element is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the Level of Service (LOS) standards adopted in the comprehensive plan are achieved and maintained through at least the five-year planning horizon.

Public Facility Needs

Transportation including Mass Transit

As identified in the adopted comprehensive plan, there are two arterial roadway facilities that are projected to operate below the adopted LOS standard over the five-year capital improvement planning time frame (2025-2029): Sheridan Street and Griffin Road. Both roadways are owned and maintained by Broward County, and as discussed in the comprehensive plan, Broward County MPO has developed a strategy to improve each of these facilities. The Town of Southwest Ranches has no capital responsibility for either roadway.

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

The following documents are hereby incorporated by reference:

- * Broward County Transportation Improvement Program for FY 2025 – 2029
- * Broward County MPO Cost Feasible Long-Range Transportation Plan 2045
- *FDOT Adopted Work Program FY 2025 – 2029

Sanitary Sewer

The 60-acre Coquina Commercial Center at the Town's southern boundary and the New Testament Church at the Town's northern boundary are served by the City of Sunrise sanitary sewer system. The City of Sunrise Utilities Department maintains a retail

service agreement with these two locations. The only other properties served by centralized sanitary sewer are within the Cooper City service area, which covers frontage properties on Flamingo Road at the Town's eastern boundary, and the Stone Creek at Sunshine Ranches neighborhood (eight single-family homes). Included in this service area are St. Mark's Church and Archbishop McCarthy High School. All other properties in the Town utilize private septic tank systems. The Town is not involved in any manner with sanitary sewer service and thus, has no capital expenditure related to sanitary sewer service.

Potable Water

The Town does not maintain potable water treatment or distribution facilities and thus, does not have any capital improvement expenditures related to the supply or distribution of potable water. At least 90 percent of the households in the Town of Southwest Ranches are supplied with potable water via an on-site domestic self supply system (private well). The remaining ten percent of households have the option to connect to public water systems, but do not need to. The City of Sunrise and Cooper City maintain retail service agreements with properties connected to their systems located in the Town of Southwest Ranches, however, the Town itself is not involved in any manner with potable water service, and thus, has no capital expenditures related to potable water service.

The Town hereby adopts by reference the City of Sunrise 10-Year Water Supply Facilities Work Plan adopted on July 14, 2020, and the capital projects described therein for the purpose of ensuring adequate water supply to the limited number of properties served by the system.

The Town hereby adopts by reference the Cooper City 10-year Water Supply Facilities Work Plan adopted on August 25, 2020, as incorporated and adopted in the Infrastructure Element of its Comprehensive Plan and the capital improvement projects contained therein for the purpose of ensuring adequate water supply to the limited number of properties served by the system.

Solid Waste

Collection and disposal of Solid Waste are the responsibility of contracted haulers and Broward County Solid Waste Division. The Town of Southwest Ranches maintains agreements with these entities to ensure that solid waste is collected and disposed of according to the terms of the contract and within all safety regulations. No public capital improvements are needed to maintain the adopted level of service standards. All agreements are currently up-to-date and will be continuously monitored as needed.

The Broward County Capital Improvements Program FY 2025–2029 is hereby incorporated by reference.

Drainage

Primary and secondary drainage within the Town is the responsibility of two independent drainage districts, each with regulatory, taxing and bonding authority. The drainage districts are responsible for the establishment and maintenance of all primary and secondary canals within the Town, and review development permits for compliance with their respective LOS Standards, which the Town has adopted. Both drainage basins function at their respective adopted LOS Standards.

The Town has adopted a Comprehensive Tertiary Drainage Master Plan. This conceptual plan identifies the general pathways (swales and drainage easements) that stormwater uses to make its way to the canal system. The purpose of the plan is to speed the clearance of stormwater from streets and yards after major storm events. A principal means of implementing the plan is enforcing proper swale grading and driveway swale cross-sections when new homes are constructed and when driveways are added or re-graded. The plan and the conceptual improvements it identifies are not necessary for maintaining the adopted LOS Standard, and do not impose a capital obligation upon the Town.

The Town may undertake targeted improvements from time to time when funds are available, in order to complement drainage district canal improvements and to improve the drainage from storm events that exceed the design storm events for which the adopted LOS Standards are based. There are no existing or projected drainage LOS deficiencies identified in the comprehensive plan over the next five years.

Parks and Recreation

The adopted parks and recreation level of service standard of the Town of Southwest Ranches is to provide six acres of local and community park land per 1,000 residents. Currently, the Town owns a total of 153.54 acres of park land. According to the adopted comprehensive plan, the demand for local and community parks and recreation facilities in the year ~~2019~~ 2045, the long-term planning horizon, will be ~~58.38~~ 52.41 acres¹. The Town of Southwest Ranches far exceeds the adopted level of service standard. Therefore, no funding is included or needed in order to satisfy the adopted LOS Standard. Capital expenditures for parks and open space will be designated for ongoing improvements to existing parkland, including trails, picnic areas, boat ramps, and play areas.

Schools

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

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

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

relocatables).

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

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

The District Educational Facilities Plan adopted by the Broward County School Board on September 4, 2024, for FY 2025-2029 is hereby incorporated by reference.

Public Education and Public Health Systems

Public Education Facilities

There are no public education facilities within the Town of Southwest Ranches.

Public Health Facilities

There are no public health facilities located within the Town of Southwest Ranches.

Existing Revenue Sources and Funding Mechanisms

The Town of Southwest Ranches has established four revenue and expenditure fund categories: general, transportation, debt service, and capital. As is common with most other local governments, the largest of these fund categories is the general fund which is used to pay for all personnel and operating expenditures. The transportation fund is used to pay for general road maintenance, traffic studies, traffic calming and other transportation-related activities. The debt service fund is established to set aside all money needed to repay debt issuances. Finally, the capital fund is established to pay for all major capital improvements that have a life of three or more years.

Below is an inventory of revenue sources, organized by fund category, which are available to the Town of Southwest Ranches.

General Fund

As stated above, the Town's General Fund is the largest of four funds established by the Town. Fund revenues include taxes, franchise fees, licenses and permits, fines and forfeitures, charges for services, and other miscellaneous service fees. General Fund expenditures include all operating and personnel expenditures and the allocation of monetary reserves.

Transportation Fund

Transportation Fund revenues include intergovernmental revenues which are made up of local option and gas taxes, revenue transfers from general funds, and unexpended reserves from previous years. Fund revenues are typically dedicated to road maintenance activities, traffic studies, and other transportation-related activities.

Debt Service Fund

It records the accumulation of resources that are restricted or committed to expenditures for the payment of principal and interest on the Town's bonds issued in support of governmental activities. The debt service fund was established by the Town to repay two issues of credit. The first is a 2001A Series Florida Municipal Loan Council Revenue Bond (30 years) issued to pay for the obligations and acquisition of certain parks and recreation land. The second issue of credit is a commercial paper loan agreement with the Florida Local Government Finance Commission to finance the acquisition of property for the Town's Capital Improvement Program.

Capital Fund

It's used to account and track the financial resources used for the acquisition, construction, or improvement of major Town owned capital projects. . Revenues to pay for capital expenses typically come from intergovernmental revenues including grants, transfers from the general fund, and various lines of credit and bonding mechanisms.

ANALYSIS

The element is based on the following analyses which support the comprehensive plan.

Current local practices that guide the timing and location of construction, extension, or increases in capacity of each public facility.

The Town of Southwest Ranches reviews the impact of all new development on drainage, parks and recreation, and transportation facilities. It also coordinates with Broward County in the permitting process to ensure that all new development meets any adopted LOS standards of the county. The Town relies upon its comprehensive plan to identify any projected LOS deficiencies or needs for capacity increases. At this time, there are no deficiencies projected to occur in the five-year capital improvement planning horizon.

Fiscal implication of existing deficiencies

As indicated in the section on public facility needs, above, there are no existing deficiencies in the Town of Southwest Ranches in which the Town is financially responsible. All the existing transportation deficiencies identified are to be funded and corrected exclusively by Broward County as indicated in the Broward County MPO Cost Feasible Long-Range Transportation Plan.

Impacts of public education and public health systems on infrastructure

There are no public education or public health facilities in the Town of Southwest Ranches. As such, there are no impacts of these systems on the Town's infrastructure.

Timing of Capital Improvements

The Town continues to schedule improvements so that they are available concurrent with the impact of development in accordance with Chapter 163, Florida Statutes.

Ability to Fund Capital Improvements

The Town does not have any planned capital improvement projects needed to maintain the adopted level of service standards. Shown in Appendix D is the five-year schedule of capital improvements (SCI) for facilities subject to concurrency evaluations. All capital improvements included in the table are enhancements to public facilities already meeting adopted level of service standards. The ability to fund these capital improvements is demonstrated in a balance of revenues and expenditures as shown in Appendices A and B.

Summary and Conclusions

The Town of Southwest Ranches has successfully secured the public facilities needed through capital improvement planning to implement the comprehensive plan as currently adopted. There are no further capital improvements that need to be funded over the next five years in order to meet adopted level of service standards.

Appendix A: Five-Year Forecast of Capital Expenditures (Capital Improvements Program)

Five Year Capital Improvement Plan

All Funds Project Expenditure Summary FY 2025 - FY 2029

	FY 2025		FY 2026		FY 2027		FY 2028		FY 2029		Total
	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	AMT	FUNDING SOURCE	
General Fund Total	FY 2025	-	FY 2026	-	FY 2027	-	FY 2028	-	FY 2029	-	
Fire Wells Replacement and Installation	42,000	FA	42,000	FA	42,000	FA	42,000	FA	42,000	FA	210,000
Town Hall Multi-Purpose Storage Building	50,000	ARPA	-	NF	-	NF	-	NF	-	NF	50,000
Dykes Road Piping	514,780	ARPA	-	NF	-	NF	-	NF	-	NF	514,780
Public Safety Facility\Emergency Operations Center (EOC)	1,671,864	ARPA	-	NF	-	NF	-	NF	7,600,000	GF Tfr	9,271,864
SW Meadows Sanctuary Park PHASE I - Roadway, Parking, and Restroom Facilities	2,216,382	ARPA, GF Tfr, G	-	NF	-	NF	-	NF	-	NF	2,216,382
Capital Projects Fund Total											
Parks, Recreation and Open Space (PROS) Entranceway Signage	16,500	GF Tfr	16,500	GF Tfr	16,500	GF Tfr	16,500	GF Tfr	16,500	GF Tfr	82,500
Sunshine Ranches Equestrian Park Playground Rehabilitation	56,250	GF Tfr	56,250	GF Tfr	56,250	GF Tfr	56,250	GF Tfr	-	NF	225,000
Town Wide Invasive Exotics Removal	140,000	GF Tfr	-	NF	-	NF	-	NF	-	NF	140,000
Transportation Fund Total											
Flashing Speed Limit Signs	68,400	GF Tfr	-	NF	-	NF	-	NF	-	NF	68,400
Southwest Meadows Sanctuary Water Quality and Drainage Project	750,000	G, GF Tfr	-	NF	-	NF	-	NF	-	NF	750,000
Surface and Drainage Ongoing Rehabilitation (TSDOR): Non-Surtax	752,080	GF Tfr	752,080	GF Tfr	450,000	GF Tfr	450,000	GF Tfr	450,000	GF Tfr	2,854,160
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FY 2025 NOT FUNDED CIPS											
Town Wide Parks Master Plan	50,000	NF	-	NF	-	NF	-	NF	-	NF	50,000
Frontier Trails Conservation Area	125,000	NF	223,500	NF	689,650	NF	841,500	NF	841,500	NF	2,721,150
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Southwest Meadows Sanctuary Park - Phase II Development	1,536,268	NF	-	NF	-	NF	-	NF	-	NF	1,536,268
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Funding Source Code	Funding Source Name
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GF Tfr	General Fund Transfer from Operating Revenues
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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-
2628

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

Town Council
Steve Breitreuz, Mayor
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, ICMA-CM
FROM: Kathryn Sims, Deputy Town Administrator
DATE: 12/12/2024
SUBJECT: Adoption of Public Sleeping and Camping legislation in compliance with State Law

Recommendation

Staff recommends the approval of the proposed ordinance on first reading.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

During its 2024 legislative session the Florida Legislature enacted House Bill 1365, which prohibits counties or municipalities from authorizing or otherwise allowing “any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable”. House Bill 1365 was codified as Section 125.0231, Florida Statutes, became effective July 1, 2024 and prohibits counties or municipalities from authorizing or otherwise allowing any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable”.

Additionally, the House Bill 1365 creates a private cause of action, that becomes effective on January 1, 2025, which provides the authority for a resident to sue a municipality for damages and attorney fees if, after five business days' notice to the municipality of a violation of Section 123.0231, the violation has not been cured by the municipality. The Town of Southwest Ranches contracts its public safety responsibility to the Town of Davie, Florida, and through the contractual obligation the Town of Davie has full authority to enforce this Ordinance within the jurisdictional boundaries of the Town of Southwest Ranches. For consistency across the jurisdictional boundaries adopting similar law as the Town of Davie, in regard to FSS Section 125.0231, is in the best interest of and will reasonably protect the health, safety, and welfare of the Town's residents. This Ordinance creates a process for notification or complaints by any person, business owner, or the Florida Attorney General, through the development of an email address which must be easily accessible to the Town's residents and located on the Town's website. Certain information is required by the complainant in order for the Town to take reasonable action and to cure the violation withing the statutory five (5) day period.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell Muniz, Town Administrator, ICMA-CM

Kathryn Sims, Deputy Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	12/5/2024	Backup Material
Proposed Ordinance for Public Camping and Sleeping	12/5/2024	Ordinance

Town of Southwest Ranches Business Impact Estimate Form



*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title of proposed ordinance:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; CREATING CHAPTER 28 OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO CREATE A CHAPTER ENTITLED PUBLIC CAMPING OR SLEEPING; PROHIBITION; PENALTIES; COMPLAINTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING AN EFFECTIVE DATE.

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

Section A

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. 2025-XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; CREATING CHAPTER 28 OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO CREATE A CHAPTER ENTITLED PUBLIC CAMPING OR SLEEPING; PROHIBITION; PENALTIES; COMPLAINTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the policy of the Town of Southwest Ranches that public property, such as streets and parks should be readily accessible and available for use by Town residents for their safe enjoyment; and

WHEREAS, the use of public areas by individuals for camping interferes with the rights of residents and the public to freely use public spaces for the purpose for which they were intended; and

WHEREAS, during its 2024 legislative session the Florida Legislature enacted House Bill 1365, which prohibits counties or municipalities from authorizing or otherwise allowing “any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable”; and

WHEREAS, House Bill 1365 was codified as Section 125.0231, Florida Statutes, became effective July 1, 2024 and prohibits counties or municipalities from authorizing or otherwise allowing any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable”; and

WHEREAS, additionally, the House Bill 1365 creates a private cause of action, that becomes effective on January 1, 2025, which provides the authority for a resident to sue a municipality for damages and attorney fees if, after five business days’ notice to the municipality of a violation of Section 123.0231, the violation has not been cured by the municipality; and

WHEREAS, the Town of Southwest Ranches contracts its public safety responsibility to the Town of Davie, Florida, and through the contractual obligation the Town of Davie has full authority to enforce this Ordinance within the jurisdictional boundaries of the Town of Southwest Ranches; and

WHEREAS, for consistency across the jurisdictional boundaries of the Town of Southwest Ranches and the Town of Davie, the Town Council finds adopting similar law in regard to Florida State Statute Section 125.0231 is in the best interest of and will reasonably protect the health, safety, and welfare of the Town’s residents.

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

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

SECTION 2. a new Chapter 28 of the Code of Ordinances of the Town is hereby created as follows:

Chapter 28. Public camping or sleeping; prohibition; penalties; complaints.

28.1 In accordance with Section 125.0231, Florida Statutes, it is the policy of the Town to not authorize or otherwise allow any person to regularly engage in public camping or sleeping, as subsequently defined, on any public property under the jurisdiction of the Town.

28.2 As used in this section, “public camping or sleeping” is to be construed in conformity with the meaning of “public camping or sleeping” set forth under Section 125.0231(1)(b), Florida Statutes.

- (1) “Public camping or sleeping” means:
 - a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or
 - b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.

- (2) “Public camping or sleeping” does not include:
 - a. Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be; or
 - b. Camping for recreational purposes on property designated for such purposes.

28.3 Violation.

- (1) No person may regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the Town.

28.4 Penalty.

- (1) Any person found in violation of this section shall be punished pursuant to Section 1-11 of the Town Code of Ordinances.

28.5 Complaints.

- (1) Any person, business owner, or the Florida Attorney General, may provide written notice of a violation of this Section to the Town.
- (2) The Town Administrator shall designate an e-mail address or other electronic submission method, to be displayed on the Town's website, to serve as the primary means of receiving such written notice.
- (3) To enable the Town to take reasonable action within the limits of its authority to cure an alleged violation, the written notice must specify:
 - a. The name and contact information of the complainant;
 - b. The location of the violation;
 - c. The date(s) of the alleged violation;
 - d. A description or photograph of the alleged violator; and
 - e. Any other information that will assist the Town to address or otherwise to cure the alleged violation.

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

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

PASSED ON FIRST READING this 12th day of, December, 2024 on a motion made by _____ and seconded by _____.

PASSED ON SECOND READING this 23rd day of January, 2025 on a motion made by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.106.2024



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: Keith Poliakoff, Town Attorney
DATE: 12/12/2024
SUBJECT: Repeal and Replace Ordinance No. 2024-003

Recommendation

Town Council consideration for a motion to approve the ordinance on first reading.

Strategic Priorities

A. Sound Governance

Background

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

Within this newly created Chapter 9, Section 9-5 delineated several exemptions. One such exemption provides that noise emanating from non-farm animals are exempt provided that they do not constitute a nuisance, as defined by the Town's Code.

The term nuisance is not defined within Chapter 9 and as such, this provision has been difficult to enforce and to further address the issues and problems associated with non-farm animal noise, the Town finds that it is necessary and proper to amend its existing regulation.

The ability to regulate noise and prevent noise pollution is a permitted police power and Article II, Section 7, of the Florida Constitution provides that adequate provisions shall be

made by law for abatement of excessive and unnecessary noise. Providing for the quietude of residential and agricultural areas within the Town is an important governmental interest and in direct compliance with Article II, Section 7, of the Florida Constitution and the Town finds that this amendment serves and addresses an important governmental interest, in a fair and constitutional manner, and that the adoption of this Ordinance is in the best interest of the public health, comfort, safety, and welfare.

The ability to regulate noise, and to ensure and to protect all resident's quality of life, the Town Council finds that this amendment is in the best interest and will reasonably protect the Town and its residents and the Town has the power and authority to enact this Ordinance under State Law, the Florida Constitution, as well as controlling case law of the State of Florida.

Fiscal Impact/Analysis

Staff Contact:

Russell Muniz, Town Administrator
Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	12/6/2024	Backup Material
Ordinance First Reading - TA Approved	12/5/2024	Ordinance

Town of Southwest Ranches Business Impact Estimate Form



*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title of proposed ordinance:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING AND REPLACING ORDINANCE NO. 2024-003; AMENDING SECTION 9-5 OF CHAPTER 9 ENTITLED "NOISE" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO AMEND THE LIST OF EXEMPTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

Section A

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

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

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

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

This Ordinance removes an exemption from the Noise Ordinance that allowed non-farm animals an exemption from said ordinance, as long as they didn't create a nuisance. This language is nebulous, and the term nuisance wasn't clearly defined in the original code language. Removing this language ensures the public health of the community by ensuring that non-farm animals creating a disturbance may be cited.

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

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

Non-farm animal facilities will have to ensure that staff bring animals that are creating a disturbance outside, inside their facility. It will be difficult to estimate direct compliance as it will be based on the number of instances where non-farm animals cause a disturbance. This cost cannot be quantified.

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

N/A

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

N/A

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

5-10 businesses

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

N/A

ORDINANCE NO. 2025-XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING AND REPLACING ORDINANCE NO. 2024-003; AMENDING SECTION 9-5 OF CHAPTER 9 ENTITLED "NOISE" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO AMEND THE LIST OF EXEMPTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, within this newly created Chapter 9, Section 9-5 delineated several exemptions; and

WHEREAS, one such exemption provides that noise emanating from non-farm animals are exempt provided that they do not constitute a nuisance, as defined by the Town's Code; and

WHEREAS, the term nuisance is not defined within Chapter 9 and as such, this provision has been difficult to enforce; and

WHEREAS, to further address the issues and problems associated with non-farm animal noise, the Town finds that it is necessary and proper to amend its existing regulation; and

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

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

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

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

and welfare; and

WHEARAS, the ability regulate noise, and to ensure and to protect all resident's quality of life, the Town Council finds that this amendment is in the best interest and will reasonably protect the Town and its residents; and

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

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

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

SECTION 2. Repeal and Replace. Upon adoption, this Ordinance repeals and replaces Ordinance No. 2024-003, adopted on December 14, 2024.

SECTION 4. Amendment. Chapter 9, Section 9-5 "Exemptions" of the Code of Ordinances of the Town is hereby amended as follows:

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

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

- (1) Motor vehicles legally operating on a public right-of-way;
- (2) The unamplified human voice;
- (3) Any noise generated by new products or interstate motor and rail carrier vehicles to the extent that local regulation of noise levels of such new products and interstate motor and rail carrier vehicles has been pre-empted by the Noise Control Act of 1972 (49 U. S. C. Section 4901 et seq.) or other applicable federal laws or regulations;
- (4) Farming equipment;
- (5) Any noise generated by the movement of aircraft in accordance with or pursuant to applicable federal laws or regulations;
- (6) Maintenance and installation of public service utilities;
- (7) Noise generated for the purpose of alerting persons to the existence of an

emergency or noise generated in the performance of emergency work;

- (8) Any noise generated by any noncommercial public speaking and public assembly activities conducted on any public space or public right-of-way pursuant to lawful authority; and
- (9) Any noise generated by the operation or testing of engines, landscaping equipment, generators, pumps, mechanical equipment, construction tools, emergency equipment or similar noises that are common to residential properties;
- (10) Refuse collection;
- (11) Construction in accordance with the construction hours set forth in the Town Code;
- (12) Any noise generated on a Town owned property, which is authorized by the Town;
- (13) Any noise generated by the Town or by a Town event;
- (14) Farm animals;
- (15) Home workshops in accordance with the construction hours set forth in the Town Code; and Any special event that has been approved by the Town.
- (16) Any special event that has been approved by the Town.

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

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

PASSED ON FIRST READING this __ day of __, 2024 on a motion made by __ and seconded by __.

PASSED ON SECOND READING this ___ day of __, 2024 on a motion made by _____ and seconded by _____.

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

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.110.2024



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

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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: Keith Poliakoff, Town Attorney
DATE: 12/12/2024
SUBJECT: Canine Minimum Interior Space Requirement

Recommendation

Town Council consideration to approve this ordinance on first reading.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

As a result of the State of Florida's Homebased Business Statute, Section 559.955, some residents have created homebased businesses relating to the care of canines; and such businesses include, but are not limited to, grooming, breeding, training and boarding canines.

While some organizations, including the American Kennel Club ("AKC") and the American Society for Prevention of Cruelty to Animals ("ASPCA"), recommend 100 square feet per canine, other organizations, including the Animal and Plant Health Inspection Service, have a less stringent standard and after reviewing the various agency recommendations and standards, the Town believes that a minimum interior space of 60 square feet per canine should be required to maintain canines within the Town.

All homebased businesses that maintain canines, are required to have a Certificate of Use,

and shall be subject to this minimum interior space requirement and all new Certificate of Uses issued for any homebased business relating to the maintenance of canines shall require a space plan showing the square footage of the canine use, that such square footage is not the primary use of the residence, the maximum number of canines being maintained, and that the Town is authorized to inspect the residence to ensure compliance with same. All homebased businesses shall be in strict accordance with Section 559.955 of the Florida Statutes, as may be amended from time to time.

The ability to regulate the space necessary to maintain canines is a permitted police power and the Town finds that this Code provision serves and addresses an important governmental interest, in a fair and constitutional manner, and that the adoption of this Ordinance is in the best interest of the public health, comfort, safety, and welfare. The Town has the power and authority to enact this Ordinance under State Law, the Florida Constitution, as well as controlling case law of the State of Florida.

Fiscal Impact/Analysis

Staff Contact:

Russell Muniz, Town Clerk
Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	12/6/2024	Resolution
Ordinance First Reading - TA Approved	12/5/2024	Ordinance

Town of Southwest Ranches Business Impact Estimate Form



*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title of proposed ordinance:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A MINIMUM INTERIOR SPACE REQUIREMENT TO MAINTAIN CANINES WITHIN THE TOWN; PROVIDING FOR INSPECTION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

Section A

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

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

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

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

The proposed ordinance is intended to provide a standard metric to apply to all dog businesses that seek to operate within the Town of Southwest Ranches. Establishing this standard ensures that neighborhoods are not negatively impacted by a proliferation of dog related businesses.

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

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

With 60 square feet of space per dog, businesses will be limited on the number of dogs that can be located at a property at one time. Once established, compliance costs would be minimal. No existing business, with a valid and current Certificate of Use, will be subject to or impacted by this Ordinance.

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

N/A

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

N/A

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

5-10 businesses

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

N/A

ORDINANCE NO. 2025-XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A MINIMUM INTERIOR SPACE REQUIREMENT TO MAINTAIN CANINES WITHIN THE TOWN; PROVIDING FOR INSPECTION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as a result of the State of Florida’s Homebased Business Statute, Section 559.955, some residents have created homebased businesses relating to the care of canines; and

WHEREAS, such businesses include, but are not limited to, grooming, breeding, training and boarding canines; and

WHEREAS, while some organizations, including the American Kennel Club (“AKC”) and the American Society for Prevention of Cruelty to Animals (“ASPCA”), recommend 100 square feet per canine, other organizations, including the Animal and Plant Health Inspection Service, have a less stringent standard; and

WHEREAS, after reviewing the various agency recommendations and standards, the Town believes that a minimum interior space of 60 square feet per canine should be required to maintain canines within the Town; and

WHEREAS, all homebased businesses that maintain canines, are required to have a Certificate of Use, and shall be subject to this minimum interior space requirement; and

WHEREAS, all new Certificate of Uses issued for any homebased business relating to the maintenance of canines shall require a space plan showing the square footage of the canine use, that such square footage is not the primary use of the residence, the maximum number of canines being maintained, and that the Town is authorized to inspect the residence to ensure compliance with same; and

WHEREAS, all homebased businesses shall be in strict accordance with Section 559.955 of the Florida Statutes, as may be amended from time to time; and

WHEREAS, the ability to regulate the space necessary to maintain canines is a permitted police power; and

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

and welfare; and

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

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

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

SECTION 2. A section of the Town Code of Ordinances shall be created entitled "Maintenance of Canines" as follows:

- *Maintenance of Canines.*

- (1) All homebased businesses that maintain canines shall be required to have a minimum interior space of 60 square feet per canine; and
- (2) All homebased businesses that maintain canines shall be required to obtain a Certificate of Use; and
- (3) All residents seeking a Certificate of Uses for homebased businesses that maintain canines shall provide a space plan showing the square footage of the canine use, that such square footage is not the primary use of the residence, the maximum number of canines being maintained, and that the Town is authorized to inspect the residence to ensure compliance with the Certificate of Use at anytime; and
- (4) If a request for an inspection is ever denied, the Town may immediately commence the procedures set forth in Sec. 005-120(C), in order to revoke the Certificate of Use; and
- (5) All homebased businesses shall be maintained in strict accordance with Section 559.955 of the Florida Statutes, as may be amended from time to time.

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

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

PASSED ON FIRST READING this __ day of __, 2024 on a motion made by __ and seconded by __.

PASSED ON SECOND READING this ___ day of __, 2024 on a motion made by _____ and seconded by _____.

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

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.111.2024

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

Town Council
Steve Breitkreuz, *Mayor*
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 Breitkreuz and Town Council
VIA: Russell Muñiz, Town Administrator, ICMA-CM
FROM: Russell Muñiz, Town Administrator, ICMA-CM
DATE: 12/12/2024
SUBJECT: New Agreement with JA Medina LLC

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

On January 9, 2020, pursuant to Resolution No. 2020-016, the Town Council approved an agreement with J.A. Medina, LLC (MEDINA) to provide code enforcement services to the Town of Southwest Ranches.

On October 27, 2022, pursuant to Resolution No. 2023-006, the Town Council approved the First Amendment to the agreement with MEDINA to encourage further education and attainment of higher levels of certification, incentivize longevity, and prevent employee turnover in the Code Department.

The current agreement expires on December 31, 2024 and the Town desires to enter into a new agreement with MEDINA to account for the increased cost of living for employee salaries, and to address increases in costs attributable to the tight labor market;

Fiscal Impact/Analysis

The new agreement provides for the provision of an additional code compliance officer, vehicle, and all other ancillary expenses. The Town budgeted \$307,606 in FY 2025. The total cost of this proposal for FY 2025 is \$373,000. As such, a budget amendment to increase the Community Development – Other Contractual Services Account (001-2300-524-34100) in the amount of Sixty-Five Thousand Three Hundred Ninety-Four Dollars and Zero Cents (\$65,394.00) from Unassigned Fund Balance (Reserves) to account for the additional cost of the new agreement is needed.

Staff Contact:

Russell Muñiz, Town Administrator, ICMA-CM

ATTACHMENTS:

Description	Upload Date	Type
RESO 2025-XXX JA Medina LLC - TA Approved	12/5/2024	Resolution
JA Medina LLC New Agreement - TA Approved	12/5/2024	Agreement
Schedule B - 2025 Code Proposal -Final	12/5/2024	Exhibit

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A NEW AGREEMENT WITH J.A. MEDINA, LLC; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 9, 2020, pursuant to Resolution No. 2020-016, the Town Council approved an agreement with J.A. Medina, LLC (MEDINA) to provide code enforcement services to the Town of Southwest Ranches ("TOWN"); and

WHEREAS, on October 27, 2022, pursuant to Resolution No. 2023-006, the Town Council approved the First Amendment to the agreement with MEDINA to encourage further education and attainment of higher levels of certification, incentivize longevity, and prevent employee turnover in the Code Department; and

WHEREAS, the current agreement expires on December 31, 2024 and the Town desires to enter into a new agreement with MEDINA to account for the increased cost of living for employee salaries, and to address increases in costs attributable to the tight labor market;

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

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

Section 2. The Town Council hereby approves a new agreement with J.A. Medina, LLC (MEDINA) as specifically delineated in Exhibit "A", attached hereto and incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the agreement in substantially the same form as that attached hereto as Exhibit "A," and to make any and all non-material changes necessary and proper to effectuate the intent of this Resolution.

Section 4. The Town Council authorizes a budget amendment to increase the Community Development – Other Contractual Services Account (001-2300-524-34100) in the amount of Sixty-Five Thousand Three Hundred Ninety-Four Dollars and Zero Cents (\$65,394.00) from Unassigned Fund Balance (Reserves) to account for the additional cost of the new agreement.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 12th day of December, 2024, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.105.2024

AGREEMENT

BETWEEN

J.A. Medina, LLC

And

TOWN OF SOUTHWEST RANCHES

Providing for

CODE COMPLIANCE SERVICES & PLANNING, ZONING, PERMITTING AND LAND USE SERVICES

This Agreement is made by and between J.A. Medina, LLC, a Florida limited liability company (hereinafter referred to as "MEDINA"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, J.A. Medina LLC (MEDINA) is the Town's current code compliance provider and provider of planning, zoning, permitting and land use services; and

WHEREAS, to maintain the continuity of the Town's department, the Town Council desires to renew its code compliance services agreement with MEDINA;

WHEREAS, MEDINA and the TOWN desire to enter into an Agreement for the provision of Code Compliance Services by MEDINA under the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, MEDINA and TOWN do hereby agree as follows:

ARTICLE I

BACKGROUND, PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Agreement for MEDINA to provide Code Compliance Services for the TOWN in conformity with Chapter 162 Florida

Statutes, as may be amended from time to time, and in furtherance of the direction of the Town Council and Town Administration.

- 1.3 The TOWN and MEDINA find that the method of delivery of Code Compliance Services set forth in this Agreement is in the best interest of the public and can be best accomplished through coordination of the provisions of such services as set forth herein.

ARTICLE 2 SCOPE OF SERVICES

- 2.1 MEDINA agrees to provide Code Compliance Services pursuant to Schedule "A" attached (hereinafter referred to as "Scope of Services", "Services", or "Work").
- 2.2 TOWN hereby appoints Julio Medina as the Code Compliance Official for the TOWN and authorizes the Official to perform the required duties, as requested by the TOWN pursuant to Schedule "A" attached hereto and made a part hereof.
- 2.3 MEDINA agrees to provide code compliance staffing to the TOWN, pursuant to Schedule "B", attached hereto and made a part hereof. The code compliance officers must be trained in code compliance with a minimum certification level determined by the Town Administrator. A copy of each code compliance officer's certification must be kept up to date and a copy shall remain on file with the Town.
- 2.4 As it relates to this Agreement, MEDINA designates Julio Medina as its chief code compliance officer. MEDINA's chief code compliance officer shall work a minimum of forty (40) hours a week at the Town. MEDINA may not remove Julio Medina as the TOWN'S chief code compliance officer without the consent of the Town Council.
- 2.5 MEDINA shall also designate a code compliance clerk. The code compliance clerk shall be a notary and shall maintain and manage all code compliance files during the code compliance proceedings. The code compliance clerk shall be available to swear in all witnesses during the Special Magistrate proceedings.
- 2.6 MEDINA's staff shall be available upon request for staff support services at meetings of the Town Council or its boards.
- 2.7 MEDINA shall maintain daily office hours within Town Hall in accordance with the Town's official calendar. In addition, MEDINA must have a code compliance officer working on Saturday and Sundays, as well as evenings to enforce provisions of the Code requiring evening inspections or monitoring. Hours may be extended, reduced, or modified in writing by the Town Administrator without a change in

compensation to MEDINA. The initial Hours of Operation is delineated in Schedule "B", attached hereto and incorporated herein by reference.

- 2.8 In addition to the above services, during a declared state of local emergency, MEDINA shall work with the Town to provide, at the sole direction of the Town Administrator, post disaster assistance.
- 2.9 MEDINA also agrees to provide planning, zoning, permitting and land use services to the TOWN, excluding applications for quasi-judicial hearings. All services shall be rendered consistent with the TOWN's Comprehensive Land Use Plan, and the TOWN's Unified Land Development Code, by a qualified MEDINA employee who is trained and certified to render such services. MEDINA shall not only process permits and plans, but it shall also make the necessary on-site inspections and shall answer all questions concerning planning, zoning, permitting, and land use items, within at least twenty-four (24) business hours from the receipt of same. Such compensation for these additional services shall be in accordance with the Town's rate resolution. MEDINA shall be compensated by the Town within thirty (30) days of the applicant's payment to the TOWN for these services.

ARTICLE 3 TERM OF AGREEMENT

- 3.1 This Agreement shall become effective on January 1, 2025 (the Effective Date), and shall continue in full force and effect for sixty (60) months, with extensions to be approved by the TOWN and MEDINA, unless earlier terminated in accordance with paragraph 3.2 hereof.
- 3.2 Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by either party, with or without cause. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement. Either party may terminate this Agreement upon providing sixty (60) days written notice. In the event that this Agreement is terminated, Medina shall solely be paid for any work performed up to the date of termination and MEDINA shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. MEDINA specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than MEDINA's sole right to be paid for any work performed up to the date this Agreement is terminated. Upon termination, MEDINA shall immediately refrain from performing further work for the TOWN or incurring additional expenses.
- 3.3 In the event of termination or expiration of this Agreement, MEDINA and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from MEDINA to such other person or entity designated by the TOWN, who will assume Code Compliance Services, including the transfers to the TOWN

of all files and records in possession of MEDINA which relate to the TOWN'S Code Compliance Services.

ARTICLE 4
COMPENSATION

- 4.1 Medina shall provide Code Compliance Services, as described in Schedule "A", to the TOWN for a Fiscal Year Fee of Three Hundred and Seventy Three Thousand Dollars (\$373,000). This fiscal year amount will be increased yearly at a rate of three percent (3%). The allocation of the fiscal year amount shall be approved by the Town Council during its budget process. MEDINA shall be compensated one month in arrears, strictly based upon its budget allocation.
- 4.2 Medina shall submit an invoice for its work performed by the tenth day of each month. TOWN and Medina agree that payment will be provided within fifteen (15) business days of the Town Administrator's receipt and approval of an invoice in acceptable form and the monthly performance report. Payment may be withheld for failure of MEDINA to comply, in whole or in part, with any term, condition, or requirement of this Agreement.
- 4.3 Any monies which are the subject of a dispute regarding this Agreement, and which are not paid when claimed to be due, shall not be subject to interest.
- 4.4 TOWN and MEDINA agree that the cost of miscellaneous supplies associated with the operational and procedural requirements of performing Code Compliance functions for the TOWN shall be included in the Annual Fee and shall not be billed separately to the TOWN. Such items include, but are not limited to, code compliance vehicle(s), uniforms, office supplies, , doorknob notices, ticket books, and violation stickers.
- 4.5 MEDINA shall pay the TOWN \$500 per month to rent space in Town Hall plus \$100 per month for office supplies. Such payment to the TOWN can be in the form of a credit against compensation. The location of such space shall be in the sole discretion of the Town Administrator and is subject to change. If MEDINA desires these payments to the Town to be in the form of a credit, such credit shall be listed as an offset on MEDINA's next submitted invoice, in a form and format approved by the Town's Financial Administrator.
- 4.6 TOWN and MEDINA agree that MEDINA, if requested, will participate in drafting codes relating to code compliance activities.

ARTICLE 5
INDEMNIFICATION, LIABILITY & INSURANCE

- 5.1 To the fullest extent permitted by law MEDINA shall indemnify, and hold harmless the TOWN and the TOWN'S officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and costs at all tribunal levels, including but not limited to, the trial level and all appeals, to the extent caused by the malfeasance, negligence, recklessness, or wrongful misconduct of MEDINA and persons employed or utilized by MEDINA in the performance of the Work pursuant to this Agreement. TOWN and MEDINA agree that 1% of the compensation due to MEDINA from TOWN pursuant to this Agreement is offered and accepted as sufficient separate consideration for MEDINA's agreement to indemnify TOWN and TOWN'S officers and employees as provided for in this paragraph. This specific consideration for MEDINA's agreement to indemnify is already incorporated in the rate agreed to between TOWN and MEDINA. MEDINA agrees to be fully responsible for acts and omissions of their respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.
- 5.2 Without limiting any of the other obligations or liabilities of MEDINA, MEDINA shall provide, pay for, and maintain in force all insurance specified herein. The TOWN shall be named as an additional insured of all the insurance policies to be acquired by MEDINA for the Work provided by MEDINA pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. The insurance required by this Section shall also cover all Work performed by MEDINA's employees, independent contractors, subcontractors and/or subconsultants pursuant to this Agreement. This insurance shall be primary and other insurance of the TOWN shall not be contributory. The insurance coverages to be acquired and maintained by MEDINA are as follows:
- 5.3 Workers' Compensation Insurance, if required by law, to apply to employees in compliance with the "Worker's Compensation Law" of the State of Florida; and
- 5.4 Comprehensive General Liability Insurance: MEDINA to provide comprehensive general liability insurance with minimum limit of coverage of Five Hundred Thousand (\$500,000) Dollars per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:

- (a) Premises and/or Operations;
 - (b) Independent Contractors;
 - (c) Broad Form Property;
 - (d) Contractual;
 - (e) Personal injury; and
 - (f) Products/Completed.
- 5.5 Automobile Liability Insurance, MEDINA to provide automobile liability insurance to cover any auto with a limit of coverage of at least Five Hundred Thousand (\$500,000) Dollars per occurrence.
- 5.6 MEDINA shall provide to TOWN a certificate of Insurance and a copy of required insurance policies as required by this Section. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of said policy.
- 5.7 If the initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 6 RELATIONSHIP

- 6.1 MEDINA shall perform all of the Work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. MEDINA shall be responsible for directing its efforts to the manner and means of accomplishing the Work to be performed hereunder by MEDINA.
- 6.2 Neither MEDINA nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

ARTICLE 7

AUDIT RIGHT AND RETENTION OF RECORDS

- 7.1 TOWN shall have the right to audit the books, records, computer records, electronic stored data, and accounts of MEDINA that are related to this Agreement. MEDINA shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. MEDINA shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to MEDINA's records, MEDINA shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by MEDINA. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

ARTICLE 8 REPORTS

- 8.1 By the Tenth (10th) day of each month, as a condition precedent to TOWN's obligation to make any payments to MEDINA under this Agreement, MEDINA shall provide the Town Administrator, the Town Attorney, and the Town Council, with a report delineating the previous month's activity. Said monthly information shall be provided to the TOWN through an electronic medium, in a form and format acceptable by the Town Administrator, via a system that is accessible by the intranet. If the Town Administrator determines that MEDINA's system is not compatible, or that another system should be utilized, the desired system shall be implemented and utilized by MEDINA at no additional cost to the TOWN. In addition to the monthly report, MEDINA shall provide daily, through an electronic medium accessible from the internet, clear and concise tracking information, which shall include the status of all matters including answers to questions and responses to complaints.

ARTICLE 9 SUBCONTRACTING

- 9.1 All substantive work to be performed pursuant to the terms of this Agreement shall be performed by MEDINA. No work shall be subcontracted to other parties, firms, or individuals by MEDINA without the prior written consent of the Town

Administrator, which will not be unreasonably withheld. MEDINA shall ensure that all subcontractors or subconsultants performing any Work under this Agreement are bound in writing to all of the terms and conditions of this Agreement.

ARTICLE 10
OWNERSHIP RIGHTS

- 10.1 MEDINA agrees that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by MEDINA pursuant to this Agreement shall be the property of TOWN, and MEDINA hereby assigns all of that Documentation to TOWN.

ARTICLE 11
NONDISCRIMINATION

- 11.1 MEDINA shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. MEDINA shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, MEDINA shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.
- 11.2 MEDINA's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

ARTICLE 12
ENTIRE AGREEMENT

- 12.1 This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous Agreements and representations whether written or oral.

ARTICLE 13
CONSTRUCTION

- 13.1 This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

ARTICLE 14
FURTHER ASSURANCES

- 14.1 TOWN and MEDINA agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

ARTICLE 15
COUNTERPARTS

- 15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

ARTICLE 16
NO AMENDMENT OR WAIVER

- 16.1 This Agreement 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 Agreement, prior to the initiation of any Work reflecting such change.

ARTICLE 17
SEVERABILITY

- 17.1 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any

respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

ARTICLE 18
PROFESSIONAL ASSURANCES

- 18.1 MEDINA shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional code enforcement officers in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession.

ARTICLE 19
NOTICE

- 19.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

Town of Southwest Ranches
Russell Muñiz, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33331

And

Keith M. Poliakoff, Esq.
Government Law Group 200 S. Andrews Avenue
Suite 601
Ft. Lauderdale, FL 33301

For J.A. Medina, LLC:

J.A. Medina, LLC
Attn: Julio Medina, Manager
7717 Biltmore Blvd.
Miramar, FL 33023

ARTICLE 20
RESOLUTION OF DISPUTES

- 20.1 To prevent litigation, it is agreed by the parties hereto that Town Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed, to be done or furnished under or, by reason of, the Agreement. The Town Administrator's decision shall be reduced to writing and a copy furnished to MEDINA 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 unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.
- 20.2 To further prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

ARTICLE 21
APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL

- 21.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, MEDINA AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

ARTICLE 22
ENFORCEMENT; ATTORNEY'S FEES

- 22.1 The TOWN and MEDINA are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and MEDINA resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorneys fees and costs incurred at the trial level and on appeal.

ARTICLE 23
REPRESENTATION OF AUTHORITY

- 23.1 The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

ARTICLE 24
SURVIVABILITY

- 24.1 ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; ARTICLE 10 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 14 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 20 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 21 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL"; and ARTICLE 22 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

ARTICLE 25
COMPLIANCE WITH LAWS

- 25.1 MEDINA shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 26
MISCELLANEOUS

26.1 Performance: MEDINA represents that all persons performing the services required under this Agreement 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 skillful and respectable manner.

26.2 Materiality and Waiver of Breach: MEDINA and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

26.3 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement.

The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree 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 other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement.

26.4 Drug Free Workplace: MEDINA shall operate a drug free workplace, in compliance with State and Federal law.

ARTICLE 27
HUMAN TRAFFICKING DISCLOSURE

- 27.1 Pursuant to, and as required by §787.06, Florida Statutes, Vendor's acceptance of this Agreement constitutes its confirmation and attestation that it does not use coercion or services as defined in same.

ARTICLE 28
FOREIGN COUNTRIES OF CONCERN

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

ARTICLE 29
E-VERIFY

- 29.1 All MEDINA employees shall be E-Verified by J.A. Medina, LLC prior to commencing work at the Town.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: J.A. Medina, LLC, through its Manager Julio Medina, authorized to execute same, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 12th day of December , 2024.

WITNESSES:

J.A. Medina, LLC

By: _____
Julio Medina, Manager

____ day of December, 2024

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitzkreuz, Mayor

____ day of December, 2024

ATTEST:

Debra Ruesga, Town Clerk

APPROVED AS TO FORM:

By: _____
Keith M. Poliakoff, J.D
Town Attorney

SCHEDULE "A"

CODE COMPLIANCE SERVICES

Code Compliance Services shall be provided based upon conformance with the standard procedural requirements presently employed and in conformity with Chapter 162, Florida Statutes. Services are to be provided based upon response to input from residents or officials of the TOWN. Such services shall consist of, but not be limited by, the following:

- Code Compliance Services shall be available as delineated in "Schedule B", attached hereto and incorporated herein by reference. Code Compliance Services shall operate at times when necessary to inspect code violations that are not visible during the regular business hours and upon the reasonable request of the Town Administrator. Working on weekends shall not be deemed unreasonable. Except for cases involving life safety issues, Code Compliance Services shall not be available during TOWN holidays as determined by the TOWN'S holiday calendar.
- MEDINA shall intake and process all code violation complaints from residents or officials of the TOWN. The intake reports shall be specifically and clearly logged. All building code complaints shall be routed by Medina to the TOWN'S Building Code Services Department currently under a contract with CAP Government a Bureau Veritas Company, within two business days of receipt.
- Unless the complaint involves a life safety issue (which shall take immediate priority), as determined by the code officer, the Town Attorney, or the Town Administrator, the complainant, if known, shall be contacted within two business days of registering an initial complaint. Further, MEDINA shall follow up with the complainant, if known, within two (2) business days following the initial field inspection(s) and shall advise the complainant as to the actions taken by the code compliance officer.
- MEDINA shall conduct a field inspection within two days following the complaint.
- Field inspections shall be responsive to specific complaints and shall provide for the issuance of violation notices or door hangers as necessary. Field inspections shall include a site visit, interview of the interested parties (when possible), clear documentation of the violation, including photographs or otherwise, and issuance of the violation when necessary.
- MEDINA shall provide the monthly progress reports as specified in Article 8 of this Agreement.

- MEDINA shall make every effort to work with the resident to resolve the code violation prior to the Special magistrate Hearing.
- MEDINA shall regularly communicate with the Town Attorney and the Town Administrator regarding the prosecution of code compliance matters.
- MEDINA shall, at a minimum, post notice on all properties containing code violations, as deemed necessary by the code compliance officer and as required by Chapter 162, Florida Statutes, and shall send out all code violation notices via certified mail return receipt requested, pursuant to the requirements of Chapter 162, Florida Statutes, in ample time to schedule the code violator for the next available Special Magistrate proceeding.
- MEDINA shall prepare all code hearing agendas, and shall have additional copies of the agenda available for the public. MEDINA shall work with the Town Attorney to insure that each agenda is in conformity with state law. All code hearing agendas shall be posted monthly in the Town Hall.
- MEDINA shall provide the TOWN'S Special Magistrate with copies of all necessary materials and documentation to properly review the hearing's agenda and the cases scheduled to be heard at least seven (7) business days prior to the scheduled Special Magistrate hearing date.
- MEDINA shall be available monthly to testify and to provide evidence at all Special Magistrate hearings.
- MEDINA shall review all Special Magistrate Orders to ensure that they conform with the Special Magistrate's determination.
- MEDINA shall mail all Orders to the owner of the property for which a determination has been made in compliance with Chapter 162, Florida Statutes.
- MEDINA shall work with the Town Attorney to mitigate any fines for cases in non-compliance. Medina shall be contacted to provide information as to the amount of time spent on a specific case and the working relationship with the respective individuals associated with the specific case prior to the determination of the final imposed fine amount or any other sanction rendered for non-compliance.
- MEDINA's files shall be well organized, thorough and complete.
- MEDINA shall promptly respond to all requests by title companies, or otherwise, seeking to determine if violations exist on specified properties. Medina may charge a reasonable fee, comparable to fees charged by neighboring municipalities or by the County, for this service and said fee shall go directly to Medina.

- MEDINA shall ensure that its employees maintain necessary certifications, licenses, and shall obtain additional training, as necessary.
- MEDINA shall provide additional code compliance services as agreed to by the Town Administrator and MEDINA.
- MEDINA shall maintain a computer linkage capable of contact via e-mail, during regular business hours.
- MEDINA shall attend Council Workshops and Meetings and HOA meetings, if necessary, to provide input on Code issues.

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SCHEDULE "B"

SCHEDULE "B"

Town of Southwest Ranches Submitted by J.A. MEDINA LLC

Introduction - J.A. MEDINA LLC is pleased to submit this proposal to provide Code Compliance services to the Town of Southwest Ranches. With our extensive experience in code enforcement, we understand the unique challenges that come with maintaining the standards of a rural residential community. Our goal is to partner with the Town to ensure that all residents adhere to the Town's codes and ordinances, promoting safety, health, and the quality of life for all.

Scope of Services -To meet the specific needs of the Town of Southwest Ranches, we propose the deployment of **five (5) full-time Code Compliance Officers**. These officers will be responsible for ensuring adherence to local regulations, responding to complaints, conducting inspections, educating our residents on the provisions of the code, and issuing citations when necessary.

Key responsibilities include:

- Regular monitoring and enforcement of property maintenance standards.
- Investigating complaints regarding zoning, building code violations, and other local ordinances.
- Conducting courtesy visits and issuing notices of violation, fines, and citations when appropriate.
- Working closely with the Town's staff to ensure efficient communication and resolution of code issues.
- Providing regular reports on code enforcement activities, including status updates and compliance tracking.
- Engaging with the community to educate residents about local regulations and encourage voluntary compliance.
- Provide services for cleaning up light trash and debris found on Town right of ways. (Signs, bottles, loose paper, plastic bags, cardboard, and small miscellaneous items)

- Attendance at Special Magistrate Meetings as scheduled by the Town and providing testimony at all legal proceedings.
-

Staffing Plan

1. Personnel

The staffing plan will consist of:

- **5 Code Compliance Officers**, each trained and certified to enforce the Town's ordinances and regulations. All Code Officers shall maintain at least a Level 1 Certification, or obtain one within the first 120 days of employment. If a vacancy occurs, the contract portion for “Salaries” shall be prorated accordingly.

2. Hours of Operation

Officers will work on a staggered schedule to ensure that code enforcement coverage is available throughout the week, including nights and weekends, when violations may be more prevalent.

Mon: 8:30am – 6:00pm

Tues: 8:30am – 6:00pm

Wed: 8:30am – 6:00 pm

Thurs: 8:30am – 6:00pm

Fri: 8:30am – 8:30pm

Sat: 12:00 pm – 8:30pm

Sun: 8:30am – 5:00pm

The Code Department will adhere to the holiday schedule observed by the Town.

3. Training and Certification

All officers will be fully certified by the Florida Association of Code Enforcement (FACE), ensuring they are knowledgeable about state and local codes and procedures.

Additionally, ongoing training will be provided to keep officers updated on any changes in regulations.

Fee Structure and Total Cost

The total cost for providing five (5) full-time Code Compliance Officers to the Town of Southwest Ranches is **\$373,000.00** annually. This cost includes salaries, benefits, uniforms, equipment, training, software, insurances, vehicles registered to JA Medina, LLC, and administrative support. In the event that a vacancy occurs, the “Salaries” portion of this agreement will be prorated accordingly.

Breakdown of Costs:

- Salaries: \$310,800
- Uniforms: \$500
- Office lease and supplies: \$7,200
- Operating costs: \$34,500
- Vehicles (3) and fuel: \$20,000
- **Total Annual Cost: \$373,000.00**

Escalator Clause

In recognition of the potential for increases in operational costs, such as salaries, benefits, equipment, and other necessary expenses, this proposal includes an escalator clause. The total annual cost is subject to an increase of **3%** per annum to account for inflation and rising operational expenses. This adjustment will be applied at the start of each contract year, beginning with the second year of service.

The escalator clause is designed to ensure that our services remain sustainable and that we can continue to provide the Town with the highest level of code compliance services without compromising on quality or staffing.

Year-over-year costs:

Year 1: \$373,000.00

Year 2: \$384,190.00

Year 3: \$395,715.00

Year 4: \$407,587.00

Year 5: \$419,815.00

Performance Metrics

We will establish clear performance metrics to ensure the effectiveness of our Code Compliance Officers. These metrics will include:

- Number of cases investigated and resolved.
- Number of cases resolved.
- Number of cases per district.
- Number of cases per type of violation.

Regular reports on these metrics will be provided to the Town, and adjustments to staffing or processes will be made as necessary, and at the direction of the Town Administrator to ensure the highest levels of service.

Conclusion

J.A. MEDINA LLC is committed to providing professional, efficient, and responsive Code Compliance services to the Town of Southwest Ranches. With our experienced officers and proven processes, we will help maintain the community's standards and enhance the quality of life for all residents. We look forward to continuing to serve the Town and work together for the benefit of the community.

JULIO MEDINA

J.A. MEDINA LLC

jmedina@southwestranches.org

954-343-7458

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

Town Council
Steve Breitkreuz, Mayor
Bob Hartmann, Esq., 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 Breitkreuz and Town Council
VIA: Russell Muñiz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 12/12/2024
SUBJECT: Approving a Purchase Order to Huurr Homes, LLC for the SW 49th Court and SW 202nd Avenue Drainage Rehabilitation Project

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town's Drainage and Infrastructure Advisory Board has ranked and prioritized the SW 49th Court and SW 202nd Avenue Drainage Rehabilitation Project. Pursuant to Resolution 2022-042 and Invitation for Bid 22-003 the Town has a continuing contract with Huurr Homes, LLC for roadway maintenance services that includes competitive pricing for drainage projects.

The South Broward Drainage District has agreed to remove the necessary trees to complete the pipe rehabilitation.

Fiscal Impact/Analysis

The Town budgeted \$30,000.00 in FY2024-2025 Budget Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage) for this specific project. Huurr Homes, LLC’s proposal totals \$39,653.40. A budget amendment utilizing unassigned Fund balance (Reserves) to the Transportation budget is required to complete the project as follows.

Transportation Fund

Expenditure Increase:

Transportation Drainage Expenditures (101-5100-541-63260) \$9,654

Revenues Increase

Transfer from General Fund (101-0000-381-38101) \$9,654

General Fund

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900)
\$9,654

Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101)
\$9,654

Staff Contact:

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

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/6/2024	Resolution
Exhibit A	11/26/2024	Exhibit

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH HUURR HOMES, LLC IN THE AMOUNT OF THIRTY-NINE THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS AND FORTY CENTS (\$39,653.40) FOR COMPLETION OF THE SW 49TH COURT AND SW 202ND AVENUE DRAINAGE REHABILITATION PROJECT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2024-2025 TOWN BUDGET; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town’s Drainage and Infrastructure Advisory Board has ranked and prioritized the SW 49th Court and SW 202nd Avenue Drainage Rehabilitation Project; and

WHEREAS, pursuant to Resolution 2022-042 and Invitation for Bid 22-003 the Town has a continuing contract with Huurr Homes, LLC for roadway maintenance services that includes competitive pricing for drainage projects; and

WHEREAS, Huurr Homes, LLC’s proposal totals Thirty-Nine Thousand Six Hundred Fifty-Three Dollars and Forty Cents (\$39,653.40); and

WHEREAS, the Town budgeted Thirty Thousand Dollars and Zero Cents (\$30,000.00) in FY2024-2025 Budget Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage) for this specific project; and

WHEREAS, a budget amendment utilizing unassigned Fund balance (Reserves) to the Transportation budget totaling Nine Thousand Six Hundred Fifty-Three Dollars and Forty Cents (\$9,653.40) is required to complete the project; and

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

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

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

Section 2. The Town Council hereby approves purchase order to Huurr Homes, LLC in the amount of Thirty-Nine Thousand Six Hundred Fifty-Three Dollars and Forty Cents (\$39,653.40) for the SW 49th Court and SW 202nd Avenue Drainage Rehabilitation Project, in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby approves a budget amendment utilizing unassigned Fund balance (Reserves) to the Fiscal Year 2024-2025 Town Budget as follows:

Transportation Fund

Expenditure Increase:

Transportation Drainage Expenditures (101-5100-541-63260) \$9,654

Revenues Increase

Transfer from General Fund (101-0000-381-38101) \$9,654

General Fund

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900) \$9,654

Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101) \$9,654

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to sign any and all documents which are necessary and proper to effectuate the intent of this Resolution.

Section 5. 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 _____ 2024 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
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
1001.106.2024

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Exhibit "A"

Estimate

H Huurr Homes, LLC
 2705 Burris Road
 Unit 4A
 Davie, FL 33314

Date	Estimate #
11/2/2024	3396

Phone #	(954)270-1121
---------	---------------

Name / Address
Town of Southwest Ranches 13400 Griffin Road Town of Southwest Ranches, FL 33330

Project
24-13396 SWR 49th...

Description	Qty	Rate	Total
Project: 24-13396 Southwest Ranches - 49th Court Drainage Pipe and Headwall Installation REVISED 11-21-24 Scope: Installation of New Drainage Pipe, Grout Existing Pipe, Headwall Installation and Restoration Location: 49th Court Plans & Documents: No Plans Provided			
BMP's Silt Curtain; Unit/LF	440	3.48	1,531.20
Drainage Pipe 18' RCP; Unit/LF	200	137.00	27,400.00
End Wall, Riprap for an 18' Pipe; Unit/Each	1	3,859.00	3,859.00
Roadway: Pipe Filling and Plugging - Place Out of Service; Unit/CY	10	198.48	1,984.80
Swale Grading; Unit/CY	100	23.92	2,392.00
Grass Sod, Floratam; Unit/SY	444	5.60	2,486.40
Please sign below in agreement with above terms Authorized Signature and Date Print		Total	\$39,653.40

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

Town Council
Steve Breitreuz, *Mayor*
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 Muñiz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 12/12/2024
SUBJECT: 14741 Sunset Lane 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

Sara Luna (“Owner”) is the owner of a property lying within the Town of Southwest Ranches at 14741 Sunset Lane. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Sunrise, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Sunrise providing water services to 14741 Sunset Lane, 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	12/5/2024	Resolution
Exhibit A - Agreement	11/14/2024	Agreement

RESOLUTION NO. 2025-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICES TO 14741 SUNSET LANE, 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, Sara Luna ("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 he 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 14741 Sunset Lane, 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 _____ 2024 on a motion by _____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.105.2024

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR: SARA LUNA SARA LUNA
(NAME OF OWNER)

LOCATION: 14741 SUNSET LANE, SW RANCHES, FL 33330

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

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

WITNESSETH:

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

WHEREAS, the PROPERTY is located in the TOWN; and

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

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

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

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

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

PART I - DEFINITIONS

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

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

PART II. - MUTUAL COVENANTS

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

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

B. EFFECTIVE DATE

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

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

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

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

D. SEVERABILITY

If any 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.

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
SARA LUNA
14741 SUNSET LANE
SW RANCHES, FL 33380

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:

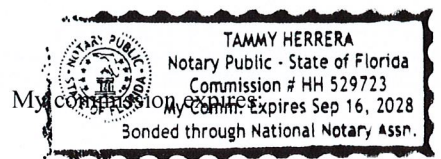
EXHIBIT "A" – Legal Description of PROPERTY

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 Sara Luna 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 Sara Luna executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 13th day of November, 20 24.



Tammy Herrera
NOTARY PUBLIC STATE OF FLORIDA

OWNER

BY: Sara Luna

DATE: NOVEMBER 12, 2024

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



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 Muñiz, Town Administrator
FROM: Debra M Ruesga, Town Clerk
DATE: 12/12/2024
SUBJECT: CPAB 2025 Renewal

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

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

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muñiz, Town Administrator

Debra Ruesga, Town Clerk

ATTACHMENTS:

Description

Resolution - TA Approved

Upload Date

12/5/2024

Type

Resolution

RESOLUTION NO. 2025 - _____

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

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

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

WHEREAS, on December 31, 2024 the Comprehensive Plan Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

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

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

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

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

Section 2. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Comprehensive Plan Advisory Board for one (1) additional year through December 31, 2025.

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

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

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

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

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

[Signatures on Following Page]

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

Ranches, Florida, this 12th day of December, 2024, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.112.2024

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Comprehensive Plan Advisory Board

Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Absences	# of Meetings Held	Interested in Remaining?
Newell Hollingsworth	Mayor Breitzkreuz	Emily McCord Aceti	Council Member Hartmann	0	9	Yes
George Morris	Vice Mayor Jablonski			0	9	No
Joseph Altschul	Council Member Allbritton			1	9	Yes
Jason Halberg	Council Member Hartmann			2	9	No
Lori Parrish	Council Member Kuczenski			2	9	Yes
At Large:						
Anna Koldys				9	9	No Response
Robert Sirota				1	9	Yes

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

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

Town Council
Steve 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: Debra Ruesga, Town Clerk
DATE: 12/12/2024
SUBJECT: DIAB 2025 Renewal

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

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

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muniz, Town Administrator

Debra Ruesga, Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/5/2024	Resolution
2024 RFNRAB Attendance & Interest	12/6/2024	Backup Material

RESOLUTION NO. 2025 - _____

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

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

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

WHEREAS, on December 31, 2024, the Drainage and Infrastructure Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

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

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

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

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

Section 2. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Drainage and Infrastructure Advisory Board for one (1) additional year through December 31, 2025.

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

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

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

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

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

[Signatures on Following Page]

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

Ranches, Florida, this 12th day of December, 2024, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.111.2024

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Drainage and Infrastructure Advisory Board

Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Absences	# of Meetings Held	Interested in Remaining?
James Starkweather	Mayor Breitreuz	Rod Ley	Council Member Allbritton	1	8	Yes
Yardiel Fuentes	Vice Mayor Jablonski			2		Yes
Lee Lester	Council Member Allbritton			0		Yes
Kirk Hobson-Garcia	Council Member Hartmann			1		Yes
Ed Gonzalez	Council Member Kuczenski			1		Yes
At Large:						
Bryon Houghtaling				2		Yes

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

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

Town Council
Steve 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: Debra Ruesga, Town Clerk
DATE: 12/12/2024
SUBJECT: FAB 2025 Renewal

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

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

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muniz, Town Administrator

Debra Ruesga, Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/5/2024	Resolution
FAB 2024 Attendance and Interest	12/6/2024	Backup Material

RESOLUTION NO. 2025 -

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

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

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

WHEREAS, on December 31, 2024, the Fire Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

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

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

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

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

Section 2. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Fire Advisory Board for one (1) additional year.

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

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

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

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

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

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

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of December, 2024, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.111.2024

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Fire Advisory Board						
Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Absences	# of Meetings Held	Interested in Remaining?
Vince Lombardi	Mayor Breitreuz	Richard Strum	Council Member Hartmann	0	9	Yes
Jeff Kastner	Vice Mayor Jablonski			2		Pending Answer
Jeff Strickland	Council Member Allbritton			0		Yes
Mike Fisikelli	Council Member Hartmann			1		Yes
Tina Spires	Council Member Kuczenski			1		Yes
At Large:						
Matthew Amundson				2		Yes

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

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

Town Council
Steve 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: Debra Ruesga, Town Clerk
DATE: 12/12/2024
SUBJECT: RFNRAB 2025 Renewal

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

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

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muniz, Town Administrator
Debra Ruesga, Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/5/2024	Resolution
2025 RFNRAB Attendance and Interest	12/6/2024	Backup Material

RESOLUTION NO. 2025 -

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

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

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

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

WHEREAS, on December 31, 2024, the Parks, Recreation, Forestry, and Natural Resources Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

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

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

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

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

Section 2. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Parks, Recreation, Forestry, and Natural Resources Advisory Board for one (1) additional year through December 31, 2025.

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

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

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

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

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

[Signatures on Following Page]

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

Ranches, Florida, this 14th day of December, 2024, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.110.2024

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Parks, Recreation, Forestry, and Natural Resources Advisory Board						
Name	Appointing Council Member	Staff Liaison	Council Liaison	Number of Meetings	# of Absences	Interested in Remaining?
Christina Brownlow	Mayor Breitzkreuz	December	Lauretano-Haines Vice Mayor Jablonski	6	3	Yes
Ron Martinez	Vice Mayor Jablonski			New Member Appointed 081324	0	Yes
Dena Butler	Council Member Allbritton				7 absences (5 due to an ongoing class w/ Town of Davie)	Yes
Debbie Green	Council Member Hartmann				0	Yes
Marie Nix	Council Member Kuczenski				2	Yes
At Large:						
Laurie Morse					1	Yes
Honorary Member:						
Aster Knight						
Mary Gay Chaples						

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

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

Town Council
Steve Breitreuz, Mayor
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: Debra Ruesga, Town Clerk
DATE: 12/12/2024
SUBJECT: RPADAB 2025 Renewal

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

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

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muniz, Town Administrator

Debra Ruesga, Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/6/2024	Resolution
2024 RPADAB Attendance & Interest	12/6/2024	Backup Material

RESOLUTION NO. 2025 –

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

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

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

WHEREAS, on December 31, 2024, the Rural Public Arts and Design Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

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

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

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

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

Section 2. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Rural Public Arts and Design Advisory Board for one (1) additional year through December 31, 2025.

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

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

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

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

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

[Signatures on Following Page]

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

Ranches, Florida, this 12th day of December, 2024, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.109.2024

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Rural Public Arts and Design Advisory Board							
Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Absences	# of Meetings Held	Interested in Remaining?	
Barbara Gonzalez	Mayor Breitreuz	Susan Kutz	Council Member Kuczenski	1	8	Yes	
Rose Allbritton	Vice Mayor Jablonski			1		Yes	
Sage Cimetta	Council Member Allbritton			1		Yes	
Laurie Morse	Council Member Hartmann			0		Yes	
Kathleen Jablonski	Council Member Kuczenski			0		Yes	
At Large:							
Robert Sirota						Yes	

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

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

Town Council
Steve 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: Debra M. Ruesga, Town Clerk
DATE: 12/12/2024
SUBJECT: SEAB 2025 Renewal

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

E. Cultivate a Vibrant Community

Background

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

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis

N/A

Staff Contact:

Debra M. Ruesga, Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/4/2024	Resolution
2024 SEAB Attendance & Interest	12/6/2024	Backup Material

RESOLUTION NO. 2025 -

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

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

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

WHEREAS, on December 31, 2024, the Schools and Education Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

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

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

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

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

Section 2. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Schools and Education Advisory Board for one (1) additional year through December 31, 2025.

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

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

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

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

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

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

[Signatures on Following Page]

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

Ranches, Florida, this 12th day of December, 2024, on a motion by _____

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.107.2024

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Schools Education Advisory Board

Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Absences	# of Meetings Held	Interested in Remaining?
Selena Hodgers	Mayor Breitreuz	Debra Ruesga	Mayor Breitreuz	1	8	Yes
Jennifer Montgomery	Vice Mayor Jablonski			1		Pending Answer
Christina Brownlow	Council Member Allbritton			5 (Teaching a Monday Night Class)		Yes
Debbie Green	Council Member Hartmann			0		Yes
Elizabeth Eskanazi	Council Member Kuczynski			1		Pending Answer
At Large:						
Francesca Case				2		Yes
Priscilla Prado Stroze				3		Yes

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

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

Town Council
Steve 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: Debra Ruesga, Town Clerk
DATE: 12/12/2024
SUBJECT: ZWAB 2025 Renewal

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

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

This Resolution is necessary to extend the term of this Board's existence.

Fiscal Impact/Analysis

None

Staff Contact:

Debra Ruesga, Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	12/4/2024	Resolution
2024 ZWAB Attendance and Interest	12/6/2024	Backup Material

RESOLUTION NO. 2025 -

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

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

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

WHEREAS, on December 31, 2024 the Zero Waste Advisory Board is scheduled to sunset unless further action is taken by the Town Council; and

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

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

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

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

Section 2. In furtherance of Resolution No. 2007-023, the Town Council hereby extends the term of the Zero Waste Advisory Board for one (1) additional year through December 31, 2025.

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

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

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

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

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

[Signatures on Following Page]

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

Ranches, Florida, this 12th day of December, 2024, on a motion by

_____ and seconded by _____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.108.2024

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Zero Waste Advisory Board						
Name	Appointing Council Member	Staff Liaison	Council Liaison	# of Absences	# of Meetings Held	Interested in Remaining?
Harold Gubnitsky	Mayor Breitreuz	Dan Stewart	Vice Mayor Kuczenski	0	9	Yes
Rose Allbritton	Council Member Jablonski			1		Yes
Rick Conrad	Council Member Allbritton			0		Yes
Debbie Green	Council Member Hartmann			0		Yes
Alessia Martinez	Vice Mayor Kuczenski			1		Unknown
At Large:						

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