

RESOLUTION NO. 2025-020

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE USE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CIOLI GROUP, LLC, FOR THE SOUTHWEST RANCHES COMMUNITY FARMER’S MARKET; AMENDING THE USE OF THE SITE, PROVIDING FOR INCREASED COMPENSATION TO THE TOWN, AND EXPANDING THE RESPONSIBILITIES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 25, 2023, pursuant to Resolution No. 2023-050, the Town entered into a Use Agreement with Cioli Group, LLC (“Licensee”) for the purpose of providing a Community Farmer’s Market (“Event”) on Saturdays from May 6, 2023, through April 25, 2026, on Town’s property located at 16290 Griffin Road Southwest Ranches FL 33331 (“Event Site”); and

WHEREAS, Licensee desires to utilize the Event Site on Sundays; and

WHEREAS, The Town desires to receive greater cost recovery for the Licensee’s use of the Event Site; and

WHEREAS, The Town desires the Licensee to provide a pilot program for composting on the Event Site; and

WHEREAS, The Cioli Group, LLC, and the Town wish to amend certain terms and conditions contained within the Agreement to reflect these changes; and

WHEREAS, this First Amendment to the Agreement amends the Parties’ understanding and agreement for the use of the Event Site during the period from November 23, 2024, through April 25, 2026;

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

SECTION 1. ADOPTION OF RECITALS. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The Town Council hereby approves the First Amendment to the Use Agreement with The Cioli Group, LLC, in substantially the same form as that attached hereto as Exhibit "A", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

SECTION 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to execute the First Amendment to the Use Agreement with The Cioli Group, LLC.

SECTION 4. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 21st^h day of November, 2024, on a motion by


C/m KUCZENSKI and seconded by V/m HARTMANN.

Breitkreuz	<u>YES</u>	Ayes	<u>4</u>
Kuczenski	<u>YES</u>	Nays	<u>0</u>
Allbritton	<u>ABSENT</u>	Absent	<u>1</u>
Hartmann	<u>YES</u>	Abstaining	<u>0</u>
Jablonski	<u>YES</u>		




Steve Breitkreuz, Mayor

ATTEST:



Russell Muñoz, MMC, Town Clerk
DEBRA RUSIGA, MMC,

Approved as to Form and Correctness:



Keith Poliakoff, J.D., Town Attorney
1001.092.2024

FIRST AMENDMENT TO USE AGREEMENT

Southwest Ranches Community Farmers Market

TERM: November 23, 2024 through April 25, 2026

THIS FIRST AMENDMENT TO THE USE AGREEMENT ("Agreement") is made by and between the **TOWN OF SOUTHWEST RANCHES**, a Florida municipal corporation whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330, ("Town"), and **THE CIOLI GROUP LLC**, a Florida Corporation, organized and existing under the laws of the State of Florida, with a business address of 15804 SW 16 street, Davie, Florida, 33326, ("Licensee"). The Town and Licensee may be referred to individually herein as a "Party," and may be collectively referenced as the "Parties." This Agreement is effective for the dates indicated below.

WHEREAS, the "Parties" entered into that certain Use Agreement dated as of May 25, 2023 for May 6, 2023 through April 25, 2026, for the purpose of providing a Community Farmer's Market on the Town's property located at 16290 Griffin Road Southwest Ranches FL 33331; and

WHEREAS, the "Parties" desire to amend certain provisions of the Use Agreement; and

WHEREAS, this Amendment shall set forth the Parties' understanding and Agreement for the use of public property owned by the Town of Southwest Ranches during the period of Sunday, November 23, 2024 through April 25, 2026;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the Parties, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows with respect to the Event.

Section 1 "Use of Event Site and the Event" is amended to add the following:

1. Amendment to Use of Event Site and the Event.

Licensee may use and occupy the Event Site to provide a Community Farmer's Market on each Saturday and Sunday of the month, during the agreed upon Term, with "Season" and "Summer" hours, depending on the time of year, as defined below. Licensee agrees to provide its own equipment.

Section 2 "Event Site Management Requirements" is amended to add the following:

2. Amendments to Event Site Management Requirements.

(E) Sanitation. Licensee shall provide payment to the Town each month equal to the amount paid by the Town for portable toilets and/or other restroom facilities on the Event Site.

(K) Composting Pilot Program: Licensee agrees to implement a program for organics and food waste recycling generated by the event, as approved by the Town, and as more particularly described in "Exhibit C," attached hereto and incorporated herein and made a specific part hereof.

Section 5 "Compensation" is amended to add the following:

5. Amendment to Compensation.

Licensee agrees to pay the Town a total sum of ONE HUNDRED SEVENTY FIVE DOLLARS (\$175.00) per market day, payable on the 10th day of the following month for the use of the Event Site. No security deposit is required.

In addition, Licensee agrees that effective immediately Licensee shall pay the Town a monthly a sum of FIVE HUNDRED DOLLARS (\$500.00), for portable toilets and/or other permanent restroom facilities on the Event Site.

In addition, Licensee agrees to pay the Town monthly a sum of FORTY DOLLARS (\$40.00), or an amount equal to the Town's expenditure, whichever is greater, for pickup service for the composting pilot program that Licensee will implement on the Event Site.

Section 6 "Compensation" is amended to add the following:

6. Amendment to Term and Renewal.

The term of this Amendment to the Agreement shall be for the period from November 23, 2024 through December 31, 2027. Upon expiration of the initial term, the parties may choose to terminate this Agreement, or renew the agreement

by written amendment signed by the parties hereto for an additional term equal to that of the original Agreement upon the same terms and conditions as the original Agreement.

7. Section "Additional Requirements" is amended to add the following:

(I) Licensee shall ensure that the ingress and egress will remain free and clear of all vehicles or other encumbrances to enable the unrestricted flow of traffic and emergency vehicles.

(J) On or before May 23, 2025, Licensee, to the greatest extent possible, shall work with its vendors to eliminate the distribution of single-use plastics and polystyrene, including but not limited to, wrappers, straws, containers, utensils, bottles, stirrers, and bags. Licensee shall include language in all of its vendor agreements informing the vendor(s) of this requirement, and its required enforcement of same.

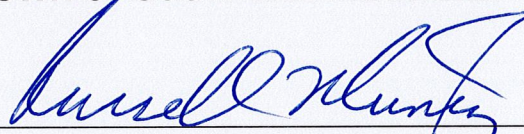
7. Any term or condition not amended by this First Amendment shall remain in full force and effect.

[Signature page to First Amendment to Use Agreement].

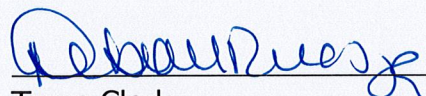
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

DATED THIS 21st **DAY OF** November ~~December~~ 2024.

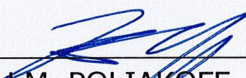
TOWN OF SOUTHWEST RANCHES

By: 
Russell Muñiz, Town Administrator

ATTEST:


Town Clerk

I HEREBY CERTIFY that I have approved
This agreement as to form and legal
Sufficiency subject to execution by the parties:


KEITH M. POLIAKOFF, TOWN ATTORNEY
1001.082.2024

THE CIOLI GROUP, LLC

[Handwritten signature]

Antonio Saliccioli, Owner

By:

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13 day of January, 2024, by Antonio Saliccioli, Owner of The Cioli Group, LLC.

Witness my hand and official seal.
My Commission Expires: 7/4/2026



[Handwritten signature]
Notary Public

“Exhibit B” is amended to add the following
AMENDMENT TO EXHIBIT “B”

Licensee Responsibilities:

Licensee will implement and supervise a program for organics and food waste recycling generated by the event, as described in “Exhibit C”

Town will provide access to the Premises from 7:30am – 4:00pm on Saturdays and Sundays, November 23rd and 24th through April 25, 2026.

Amendment adding EXHIBIT "C" Composting Pilot Program

Licensee Responsibilities:

Licensee will implement and supervise operations of the Community Farmer's Market Composting Pilot Program including but not limited to:

1. Ensure vendors follow the Do's and Dont's for what may be included in the organics collection container.
2. Inspect organics collected by each vendor for contamination prior to inclusion in the collection container.
3. Licensee will be responsible for ensuring that vendors include ONLY the following materials in the Collection container (DO INCLUDE THE FOLLOWING):
 - Fruits and veggies
 - Bread and grains
 - Coffee and teabags
 - Egg shells
4. Licensee will be responsible for ensuring that all vendors remove ALL produce decals, stickers, rubber bands, twist ties, and anything that is NOT organic.
5. Licensee will be responsible for ensuring that all vendors do not include the following materials in the collection container (DON'T INCLUDE THE FOLLOWING):
 - Plastics
 - Aluminum
 - Certified compostable products
 - Glass
 - Fats oil and grease
 - Wine corks
 - Food service ware and Styrofoam
 - Disposable cups
 - Pet waste of any sort
 - Meat and dairy
6. Licensee will be responsible for providing the Town with information on the success of vendors' participation in the program.
7. Licensee will be responsible for securing the container to avoid it being removed from the site or filled with non-compostable materials

Town of Southwest Ranches Responsibilities

Town will assist Licensee in the promotion of the Community Farmer's Market Composting Pilot Program by providing the following:

1. Compost collection container
2. Instructions for what to – and not to – compost.

The Town, at its sole discretion, may permit or prohibit the continuation of the program, and may cancel this program at any time.