



Southwest Ranches Town Council

REGULAR MEETING

Agenda of September 14, 2023

Southwest Ranches Council Chambers
7:30 PM Thursday

13400 Griffin Road
 Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitkreuz	<u>Town Council</u> Bob Hartmann Gary Jablonski	<u>Town Administrator</u> Andrew D. Berns, MPA	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Jim Allbritton	David Kuczenski, Esq.	<u>Town Financial Administrator</u> Emil C. Lopez, CPM	<u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MPA

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

3. 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.

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Ordinance - 2nd Reading

- 8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE (“ULDC”), ARTICLE 90, “SUBDIVISION DESIGN AND ACCESS STANDARDS,” SECTION 090-080, “ACCESS TO DEVELOPMENT,” TO MODIFY STANDARDS FOR CERTAIN INGRESS/EGRESS EASEMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - February 10, 2022}**
- 9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES CODE**

OF ORDINANCES TO PROVIDE A NEW SECTION PERTAINING TO THE USE OF FIREWORKS WITHIN THE TOWN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - August 24, 2023}

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE (“ULDC”),” ARTICLE 45, “AGRICULTURAL AND RURAL DISTRICTS,” 045-030, “VACATION RENTAL” BY CREATING SUBSECTION (X) TO PROMULGATE RULES CONCERNING THE UTILIZATION OF SINGLE-FAMILY RESIDENCES AS VACATION RENTALS; PROVIDING FOR LICENSURE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - August 24, 2023}
11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE (“ULDC”),” SECTION 010-030, “TERMS DEFINED,” SECTION 035-030, “HOME OFFICES,” SECTION 045-050, “PERMITTED AND PROHIBITED USES,” AND SECTION 070-120, “PROMOTIONAL SIGNS,” PERTAINING TO HOME-BASED BUSINESSES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - August 24, 2023}

Ordinance - 1st Reading

12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING SECTION 090-100 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) ENTITLED ROADWAY CAPACITY, CONSTRUCTION AND DESIGN STANDARDS; PROHIBITING THE USE OF PHOSPHOGYPSUM TO CREATE OR REPAIR TOWN OR PRIVATE ROADS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. {Second Reading to be held on September 28, 2023}

Resolutions

13. A RESOLUTION OF THE TOWN COUNCIL OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO PREPARE AND TO SUBMIT A GRANT APPLICATION TO THE RESILIENT FLORIDA PROGRAM TO HELP FUND A VULNERABILITY AND SEA LEVEL RISE ASSESSMENT IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO ANY ALL AGREEMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH HUURR HOMES LLC IN THE AMOUNT OF SEVEN HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED SIX DOLLARS AND NINETY-FIVE CENTS (\$747,706.95) TO COMPLETE THE SW 63RD

STREET AND SW 185TH WAY DRAINAGE IMPROVEMENT PROJECT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022-2023 TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- 15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SELECTION OF ASSISTANT TOWN ADMINISTRATOR RUSSELL MUÑIZ FOR THE POSITION OF TOWN ADMINISTRATOR; DIRECTING THE TOWN ATTORNEY TO NEGOTIATE AN AGREEMENT WITH ASSISTANT TOWN ADMINISTRATOR RUSSELL MUÑIZ FOR THE POSITION OF TOWN ADMINISTRATOR, WHICH ESTABLISHES THE SCOPE, COMPENSATION AND BENEFITS FOR HIS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK OF FLORIDA NASPO VALUEPOINT CONTRACT (FL # 43220000-NASPO-19-ACS) FOR THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS AND FIFTY CENTS (\$35,474.50) TO PRESIDIO, INC. FOR CISCO NETWORK SWITCHES; APPROVING A FY 2022-2023 BUDGET AMENDMENT FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

Discussion

- 17. Code Enforcement: Enhanced Proactive Items**
- 18. Approval of Minutes**
 - a. July 13, 2023 Regular Meeting Minutes**
 - b. July 27, 2023 Regular Meeting Minutes**
 - c. August 10, 2023 Regular Meeting Minutes**

19. Adjournment

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

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

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

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

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 9/14/2023
SUBJECT: ORDINANCE MODIFYING SHARED DRIVEWAY STANDARDS

Recommendation

The proposed Ordinance is a policy matter for consideration of the Town Council in its legislative capacity.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

On September 22, 2021, the CPAB voted 8-0 to recommend the attached Ordinance, which increases the minimum width required for ingress/egress easements serving up to four landlocked plots. The minimum width would increase from 15 feet to 25 feet for a driveway serving a single landlocked plot, and would increase from 25 feet to 35 feet for a driveway serving two to four landlocked plots. Additionally, turnarounds would no longer be excluded from these ingress/egress easements. The ULDC excludes ingress/egress easements from net plot area calculations.

Required driveway pavement width would remain unchanged, consistent with the intent to provide additional area for drainage and utilities within these easements and to increase separation of structures at the periphery of the easements from the travel ways within the

easements.

The Ordinance would apply to easements created after Ordinance adoption and to existing easements that change in function from serving a single lot to multiple lots as a result of subdivision that occurs after Ordinance adoption. Easements existing as of the date of Ordinance adoption that do not comply with the new minimum width requirement and which do not change in function would become grandfathered.

Item was approved at LPA and on First Reading of the Town Council Meeting of February 10, 2022. Due to an oversight the item was not scheduled for Second Reading previously.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
2nd Reading - Shared_Driveways_Ordinance - TA Approved	8/23/2023	Ordinance

- 1 a. *Individual access to a landlocked parcel.* One (1) landlocked lot or
 2 parcel may be served by an ingress/egress easement at least
 3 twenty-five (25) ~~fifteen (15)~~ feet wide, with a ten (10) foot-wide
 4 travel surface connecting the landlocked lot or parcel to a public or
 5 private street through an intervening lot or parcel. The easement
 6 shall provide for access by emergency vehicles and government
 7 officials, employees or contractual service providers during the
 8 course of their official duties. Geometry shall be approved by the
 9 town engineer, fire department and other applicable service
 10 providers; or
- 11 b. *Shared access to multiple landlocked parcels.* Up to four (4) lots or
 12 parcels may be served by an ingress/egress easement at least
 13 thirty-five (35) ~~twenty-five (25)~~ feet wide, providing access for
 14 emergency vehicles and government officials, employees or
 15 contractual service providers during the course of their official
 16 duties, and providing a travel surface, pull-off shoulders and traffic
 17 markings as depicted by Figure 90-2.
- 18 * * *
- 19 i. A turn-around acceptable to the town engineer and/or fire marshal
 20 shall be provided at the end of the shared driveway, consistent with
 21 one of the details shown in Figure 90-1 and shall be fully contained
 22 within the ingress/egress easement.

23 **Section 3: Codification.** The Town Clerk shall cause this ordinance to be
 24 codified as a part of the ULDC during the next codification update cycle.

25 **Section 4: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or parts
 26 of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of
 27 such conflict.

28 **Section 5: Severability.** Should any section or provision of this Ordinance or
 29 any portion thereof, any paragraph, sentence or word hereof be declared unconstitutional
 30 or invalid, the invalidity thereof shall not affect the validity of any of the remaining
 31 portions of this Ordinance.

32 **Section 6: Effective Date.** This Ordinance shall take effect immediately upon
 33 passage and adoption.

1 **PASSED ON FIRST READING** this 10th day of February, 2022 on a motion
2 made by Vice Mayor Jablonski and seconded by Council Member Kuczenski.

3 **PASSED AND ADOPTED ON SECOND READING** this ____ day of _____,
4 2022, on a motion made by _____ and seconded by
5 _____.

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8	Breitkreuz	_____	Ayes	_____
9	Allbritton	_____	Nays	_____
10	Hartmann	_____	Absent	_____
11	Jablonski	_____	Abstaining	_____
12	Kuczenski	_____		

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Steve Breitkreuz, Mayor

18 ATTEST:

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22 Russell Muñiz, Assistant Town Administrator/Town Clerk

23 Approved as to Form and Correctness:

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27 Keith Poliakoff, J.D., Town Attorney

28 1001.925.01

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

(954) 434-0008 Town Hall
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Town Council
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Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 9/14/2023
SUBJECT: Fireworks Ordinance

Recommendation

Fireworks Ordinance

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

C. Reliable Public Safety

Background

Florida Statute Chapter 791 (Sale of Fireworks) regulates the sale and use of fireworks. The Town Council recognizes State regulations and the established designated holidays as outlined in Florida Statute Chapter 791. The Town Council determines upon its review of our local conditions that more detailed requirements than those specified in Florida Statute Chapter 791 are necessary.

Fireworks generate extreme sound, which has been found to impact farm animals by creating extreme stress and fertility problems. The Town believes that it is in the best interest of the health, safety, and welfare of the Town and its residents to regulate the use of fireworks within the Town, as limited by state law.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Fireworks Ordinance - 2nd Reading - TA Approved	9/7/2023	Ordinance

ORDINANCE NO. 2023 - XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES TO PROVIDE A NEW SECTION PERTAINING TO THE USE OF FIREWORKS WITHIN THE TOWN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute Chapter 791 (Sale of Fireworks) regulates the sale and use of fireworks; and

WHEREAS, the Town Council recognizes State regulations and the established designated holidays as outlined in Florida Statute Chapter 791; and

WHEREAS, the Town Council determines upon its review of our local conditions that more detailed requirements than those specified in Florida Statute Chapter 791 are necessary; and

WHEREAS, the Town is a rural residential and agrarian community that seeks to preserve its rural lifestyle; and

WHEREAS, fireworks generate extreme sound, which has been found to impact farm animals by creating extreme stress and fertility problems; and

WHEREAS, the Town believes that it is in the best interest of the health, safety, and welfare of the Town and its residents to regulate the use of fireworks within the Town, as limited by state law;

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

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

SECTION 2: Text Amendment. The Town of Southwest Ranches' Unified Landed Development Code shall be amended to include the following provision:

Use of fireworks within the Town

1. It shall be unlawful for any person, firm, partnership, corporation, or business entity of any other type to offer for sale or display or to use

or explode any fireworks within the Town of Southwest Ranches except as provided in Florida Statute Chapter 791, as may be amended from time to time.

2. It shall be unlawful to discharge any fireworks ~~or sparklers~~ in public rights-of-way, streets, parks, or other public properties.

3. It shall be unlawful for any person to throw, cast or propel fireworks of any kind in the direction of or into the path of any person or group of persons, animal, or farm animal, or from, in the direction of or into any vehicle of any kind.

4. Low-decibel fireworks (100 decibels or less) may be permitted provided that a permit is issued by the Town. In determining whether a permit should be issued the applicant shall demonstrate, to the reasonable satisfaction of the Town that:

(1) That residents within 750 feet of the site have been notified of the Request, and do not ~~object~~object to the request;

(2) That the request is limited to a specific date and time;

(3) That the request will not be deleterious to the surrounding community;

(4) That there is no livestock maintained within 750 feet. The applicant is exempted from this provision for their own livestock; and

(5) That the request has been made at least 60 days in advance.

When permitted under state law, noise from firework activity must conclude at 11:59 p.m., except for New Year's Eve leading into and New Year's Day, and all debris from fireworks ~~or sparklers~~ must be collected immediately, placed in a solid waste container, and placed for pick-up on the next available waste collection day.

A violation of this provision shall be deemed to cause irreparable harm to the community and shall be enforced to the maximum amount allowed by law.

Nothing herein seeks to usurp the State of Florida's regulation of fireworks. If any of the provisions stated herein conflict with any state or federal law to the contrary, such state or federal law shall take precedence.

SECTION 3: Conflict: 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.

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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 the remaining portions of this Ordinance.

SECTION 5: Effective Date: This Ordinance shall be effective immediately upon its adoption.

[Signatures on Following Page]

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PASSED ON FIRST READING this 24th day of August, 2023 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of September, 2023 on a motion made by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

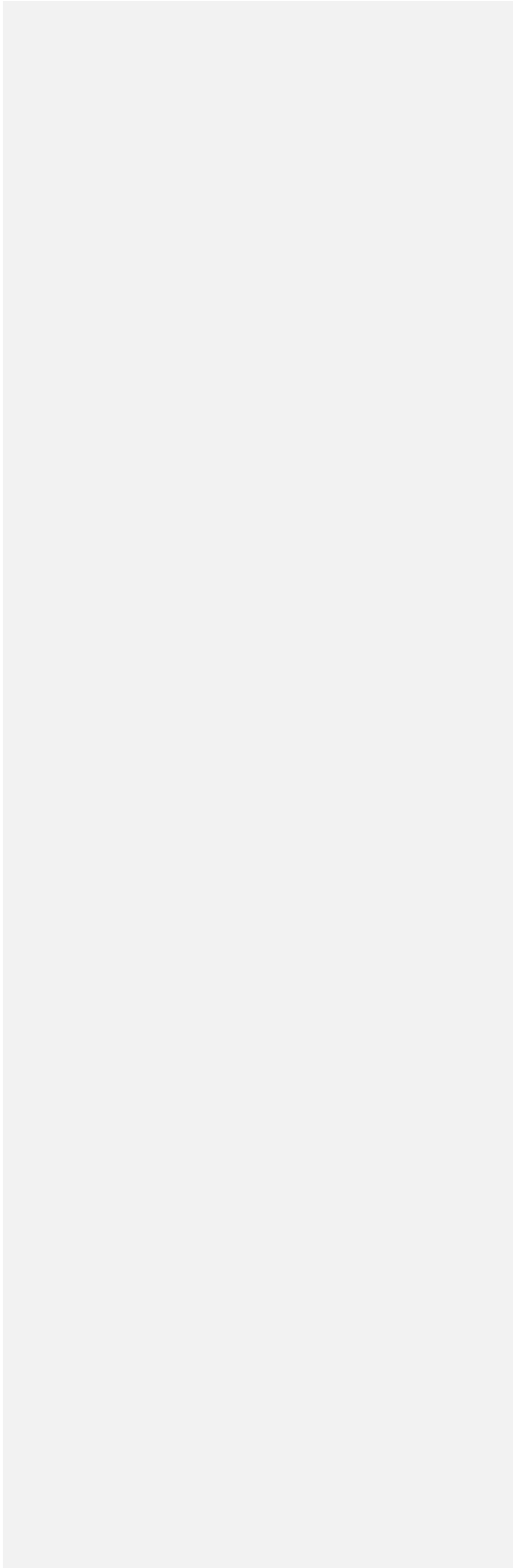
Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness

Keith M. Poliakoff, J.D.
1001.2356.01





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David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 9/14/2023
SUBJECT: Vacation Rental Rules

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

This Ordinance creates health and and safety regulations for vacation rentals. Any person,entity, or property owner wanting to operate vacation rentals must abide by the rules and regulations outlined in this ordinance. This ordinance creates a vacation rental registration. Part of the registration requirements are proof of vacation rental home insurance, proof of registration with the Florida Department of Revenue, and proof of a license with the Florida Department of Business and Professional Regulation.

Each vacation rental shall abide by certain life and safety standards which includes being in compliance with the Florida Building Code, the Residential Swimming Pool Safety Act, a smoke and carbon monoxide detection and notification system within the unit, a fire extinguisher, and all vehicles shall be parked within the driveway.

The maximum number of transient occupants authorized to stay overnight shall be two person per sleeping room with exceptions concerning children under the age of thirteen. The maximum number of persons allowed to gather at a vacation rental property shall not exceed one and one half times the maximum occupants authorized to stay overnight. Vacation rentals are subject to initial and compliance inspections.
All costs associated with this ordinance shall be set via Resolution by Town Council.

Fiscal Impact/Analysis

Adoption of the ordinance as proposed has no fiscal impact on the Town.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk
Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Vacation Rental Rules - TA Approved	8/17/2023	Ordinance
SWR Vacation Rental Exhibit A	9/7/2023	Exhibit

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WHEREAS, the Town Council deems it to be in the best interest of the citizens and residents of the Town of Southwest Ranches to adopt the proposed ordinance.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. Article 45, "Agricultural and Rural Districts," Section 045-030, "General Provisions," is hereby amended to create Subsection (X) as set forth in Exhibit "A."

Section 3: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 4: 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 5: 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 of this Ordinance.

Section 6: Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

[Signatures on Following Page]

1 **PASSED ON FIRST READING** this ____ day of ____, 2023 on a motion made
2 by _____ and seconded by _____.

3 **PASSED AND ADOPTED ON SECOND READING** this ____ day of _____,
4 2023, on a motion made by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

1001.2377.01

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ULDC

Article 45

Section 045-030 Agricultural and Rural Districts

Section (X) - 1. - Purpose

The Town Council finds that certain transitory uses of residential property tend to affect the residential character of the community and are injurious to the health of the community. Therefore, it is necessary and in the interest of the public health, safety, and welfare to monitor and provide reasonable means for residents of the Town of Southwest Ranches to mitigate impacts created by such transitory uses of residential property within the Town. It is unlawful for any owner of any property within the Town of Southwest Ranches to rent or operate a vacation rental of residential property contrary to the procedures and regulation established in this Article and applicable state statutes.

Sec. (X) - 2. – Definitions

For the purpose of this article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Vacation rental shall mean any individually or collectively owned single family, two family, three family, or four family house or dwelling unit that is rented to transient occupants more than three (3) times in a calendar year for periods of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to transient occupants, and also a transient public lodging establishment as defined in F.S. § 509.013 but that is not a timeshare project.

Sec. (X) – 3. Registration Required

(a) It is unlawful for any person, entity, or property owner to allow another person to occupy any residential property that is a single family, two family, three family, or four family house or dwelling unit as a vacation rental within the Town unless the owner of the property or his/her authorized representative has registered the property as a

vacation rental property with the Town and the vacation rental property has been issued a certificate of compliance in accordance with the provisions of this article.

(b) A vacation rental shall be registered annually ~~on or before the thirtieth (30) day of September.~~

(c) The advertising or advertisement for the rental of a single family, two family, three family, or four family house or dwelling unit for periods of time less than thirty (30) days is direct evidence of offering a property for rent as a vacation rental in violation of subsection ~~16-126 X~~(a) and the advertising or advertisement is admissible in any enforcement proceeding. The advertising or advertisement evidence raises rebuttable presumption that the residential property named in the notice of violation or any other report or as identified in the advertising or advertisement was used in violation of subsection ~~16-126 X~~(a).

Sec. (X) - 4. Application for registration

(a) A separate application for registration of a vacation rental shall be made to the Code Compliance Official or his/her designee for each building proposed for use as a vacation rental. The application shall include:

- (1) The property address;
- (2) The name, address, electronic mail address, and telephone number of the owner of said property;
- (3) The name, address, electronic mail address, and emergency contract telephone number of the responsible party for said property;
- (4) The maximum number of occupants the vacation rental will have, both overnight and at all times other than overnight.
- (5) Acknowledgement by the owner of the following:
 - (a) That all vehicles associated with the vacation rental must be parked in compliance with all Town, County, and State laws and regulations;
 - (b) That it shall be unlawful to allow or make any noise or sound as set forth in Chapter 15, Noise;
 - (c) That each transient occupant party is provided a copy of Chapter 15, Noise;
 - (d) That each agreement between the owner and transient occupant shall identify all transient occupants of the vacation rental property ~~;~~ and

(e) That the owner shall comply with all applicable Town, County, state, and federal laws, rules, regulations, ordinances, and statutes; and

(f) That a list of Town regulations, to include those identified in the noise ordinance, and solid waste and recycling rules were provided to the lessee.

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- (6) Proof of owner's current ownership of the property;
- (7) Proof of registration with the Florida Department of Revenue for sales tax collection and Broward County for Tourist Development Tax;
- (8) Proof of licensure with the Florida Department of Business and Professional Regulation for transient public lodging establishments;
- (9) Proof of vacation rental home insurance

Sec. (X) - 5. - Fees for registration

The Town charges reasonable fees for registration to compensate for administrative expenses. The fees for registration shall be provided for, from time to time, by resolution adopted by the Town Council. Fees are non-refundable.

Sec. (X) - 6. – False information

It shall be unlawful for any person to give any false or misleading information in connection with any application for registration, modification, or renewal of a vacation rental as required by Town code. Any false statements made in an application may be a basis for the revocation of any license issued pursuant to such application.

Sec. (X) - 7. – Vacation rental standards

The following standards shall govern the use of any vacation rental required to be registered within the Town of Southwest Ranches Code of Ordinances:

(a) Minimum life/safety requirements:

(1) Swimming pool, spa, and hot tubs shall comply with the current standards of the Residential Swimming Pool Safety Act, F.S. ch. 515.

(2) All dwelling units shall meet the minimum requirements of the Florida Building Code.

(3) A smoke and carbon monoxide (CO) detection and notification system within the vacation rental unit shall be interconnected, hard-wired or battery powered, professionally installed, and professionally monitored. The smoke and carbon monoxide (CO) detection and notification system shall be installed and continually maintained consistent with the requirements of Section R314, Smoke Alarms, and Section R315, Carbon Monoxide Alarms, of the Florida Building Code—Residential.

(4) A natural gas detection and notification system, if the vacation rental utilizes natural gas, shall be installed and maintained.

(5) A portable, multi-purpose dry chemical 2A:10B:C fire extinguisher shall be installed, inspected and maintained in accordance with NFPA 10 on each floor/level of the unit. The extinguisher(s) shall be installed on the wall in an open common area or in an enclosed space with appropriate markings visibly showing the location.

(6) That all vehicles associated with the vacation rental must be parked within a driveway located on the subject property unless the residential home or unit has designated street parking.

(b) Maximum occupancy.

(1) The maximum number of transient occupants authorized to stay overnight at any vacation rental shall be limited to two (2) persons per sleeping room. The number of sleeping rooms shall be confirmed by on-site inspection by a representative of the Town, and

(2) The maximum number of persons allowed to gather at or occupy a vacation rental shall not exceed one and one-half (1 ½) times the maximum occupants authorized to stay overnight at that site, as shown on the certificate of compliance, and in no event shall a gathering exceed twenty (20) persons. This subsection b. shall not apply to owner-occupied vacation rentals when the property owner is physically present on the site during the gathering, and

(3) Up to four (4) persons under thirteen (13) years of age are exempt from and shall not count towards the occupancy limits set in subsections a. and b. above.

(c) The name, phone number, and email of a designated responsible party.

(d) The certificate of compliance shall be posted on the back of or next to the interior of the main entrance door and shall include at a minimum the name, address and telephone number of the responsible party, and the maximum occupancy of the vacation rental.

Sec. (X) 8. - Initial and routine compliance inspections of vacation rentals.

(a) An inspection of the dwelling unit for compliance with this section is required prior to issuance of an initial vacation rental certificate of compliance. If violations are found, all

violations must be corrected, and the dwelling unit must be re-inspected prior to issuance of the initial vacation rental certificate of compliance as provided herein.

(b) Once issued, a vacation rental unit must be properly maintained in accordance with the vacation rental standards herein and will be re-inspected annually. For an inspection, all violations must be corrected and re-inspected within thirty (30) calendar days. Failure to correct such inspection deficiencies in the timeframes provided shall result in the suspension of the vacation rental certificate of compliance until such time as the violations are corrected and re-inspected.

(c) The inspections shall be made by appointment with the vacation rental responsible party. If the inspector has made an appointment with the responsible party to complete an inspection, and the responsible party fails to admit the officer at the scheduled time, the owner shall be charged a "no show" fee in an amount to be determined by resolution of the Town Council to cover the inspection expense incurred by the Town.

(d) If the inspector(s) is denied admittance by the vacation rental responsible party or if the inspector fails in at least three (3) attempts to complete an initial or subsequent inspection of the rental unit, the inspector(s) shall provide notice of failure of inspection to the owner to the address shown on the existing vacation rental certificate of compliance or the application for vacation rental.

(1) For an initial inspection, the notice of failure of inspection results in the certificate of compliance not being issued; the vacation rental is not permitted to operate without a valid certificate of compliance.

(2) For a subsequent inspection, the notice of failure of inspection is considered a violation and is subject to enforcement remedies as provided herein.

(e) The Town Council may, by resolution, prescribe the circumstances under which the inspections required by this section may be waived.

Sec. (X) 9. - Registration not transferable.

No registration issued under this article shall be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

Sec. (X) 10. - Expiration of registration and certificates of compliance.

(a) All registrations for which a certificate of compliance has been issued under the provisions of this article shall be valid for no more than one (1) year, and all registrations and certificates of compliance shall expire one year from date of issuance. The application for renewal must be submitted no later than sixty (60) days prior to the expiration date. Late renewal fees shall be established by resolution of the Town Council of the Town of Southwest Ranches and shall be charged to an application for renewal submitted prior to the expiration date but after the sixty (60) days required by this section. All applications

for renewal received after the expiration date shall be processed as a new application and subject to all applicable fees.

DRAFT

Sec. (X) 11. - Penalties, offenses, and revocation.

(a) Any certificate of compliance issued pursuant to this article may be denied, revoked, or suspended by the Town Administrator or his or her designee upon the adjudication of a violation of this article, any Town ordinance, or state law by the responsible party, property owner or transient occupant attributable to the property for which the certificate of compliance is issued. Such denial, revocation or suspension is in addition to any penalty provided herein. An advertisement of the property for purposes of a Vacation Rental shall be deemed sufficient evidence of the use of that property as a Vacation Rental for purposes of enforcing all sections of this Chapter. Citations, as well as other means of enforcement, may be issued to the property owner, the Vacation Rental representative, the tenant, or any combination of the three.

(b) Offenses/violations.

(1) Non-compliance with any provisions of this article shall constitute a violation of this article.

(2) *Separate violations.* Each day a violation exists shall constitute a separate and distinct violation, except that violations of subsection (X) - 7(b), regarding occupancy, shall constitute a single violation for a rental period.

(c) Remedies/enforcement.

(1) Any person violating any of the provisions of this article may be issued a Notice of Violation by the Town of Southwest Ranches Code Enforcement or Police Department. Each violation shall carry a maximum civil penalty of up to five hundred dollars (\$500) per violation, plus any applicable administrative costs or fees. A Town of Southwest Ranches Code Enforcement Officer or Police Officer is authorized to issue a citation and not a warning upon first offense.

(2) Nothing contained herein shall prevent the Town from seeking all other available remedies which may include, but not be limited to, suspension or revocation of a vacation rental certificate of compliance, injunctive relief, liens and other civil and criminal penalties as provided by law, as well as referral to other enforcing agencies.

(d) In addition to any fines and any other remedies described herein or provided for by law, a special magistrate may suspend a vacation rental certificate of compliance in accordance with the following:

(1) Suspension time frames.

a. Upon a third violation of this article the vacation rental certificate shall be suspended for a period of one hundred eighty (180) calendar days.

b. Upon a fourth violation of this article the vacation rental certificate shall be suspended for a period of three hundred sixty-five (365) calendar days.

c. For each additional violation of this article the vacation rental certificate shall be suspended for an additional thirty (30) calendar days up to a maximum period of twelve (12) months. For example, the fifth violation shall

be for three hundred ninety-five (395) calendar days; the sixth violation shall be for four hundred fifteen (415) calendar days, and so on.

d. A vacation rental certificate of compliance shall be subject to temporary suspension beginning five (5) working days after a citation is issued for a violation of the Florida Building Code, or Florida Fire Prevention Code. Such suspension shall remain in place until the vacation rental is reinspected and it is determined that the violation no longer exists by the Town.

(2) A vacation rental may not provide transient occupancy during any period of suspension of a vacation rental certificate.

a. The suspension shall begin immediately following notice, commencing either:

- i. At the end of the current vacation rental lease period; or
- ii. Within thirty (30) calendar days, whichever date commences earlier, or as otherwise determined by the special magistrate.

b. Operation during any period of suspension shall be deemed a violation pursuant to this article and shall be subject to daily fine, up to one thousand dollars (\$1,000.00) or to the maximum amount as otherwise provided in Florida Statutes for repeat violations, for each day that the vacation rental operates during a period of violation.

c. An application for a renewal may be submitted during the period of suspension; however, no certificate of compliance may be issued for the vacation rental until the period of suspension has expired.

Sec. (X) 12. - Complaints.

Whenever a violation of this article occurs, or is alleged to have occurred, any person may file a written or oral complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the Town Administrator or his or her designee. Complaints can be emailed to XXX@southwextranches.gov or at [954-XXX-XXXX](tel:954-XXX-XXXX). The Town Administrator or his or her designee shall promptly record such complaint, investigate, and take action thereon in accordance with this article and any other applicable chapter of the Town of Southwest Ranches Code of Ordinances.

Sec. (X) 13.. - Enforcement.

The provisions of this article shall be enforced as provided in Article VII, Code Enforcement, of the Town of Southwest Ranches Code of Ordinances.



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

(954) 434-0008 Town Hall
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Town Council
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Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Jeff Katims
DATE: 9/14/2023
SUBJECT: Home Based Business

Recommendation

Staff recommends approval.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

Effective July 1, 2021, the Florida Legislature enacted F.S. 559.955 (attached), preempting local governments from regulating several major aspects of home occupations ("home-based businesses" per the statute) differently than other businesses in the jurisdiction. As a result, nearly all of the Town's regulations are at odds with the statute and are amended accordingly in the proposed Ordinance. The Town's regulations are affected as follows:

- The Town can no longer limit home businesses to office use only. The statute does not allow any express use limitations.
- The Town can no longer limit home businesses to ten percent of a dwelling, nor can the use be confined to the dwelling. The Town can only require that home-based businesses are incidental and secondary to a property's use as a residential dwelling.
- The Town can no longer prohibit in-person transactions and provision of services on the property. The statute does authorize restricting retail transactions to the dwelling and not

accessory structures.

- The Town can no longer limit onsite employees/personnel to residents of the dwelling. The statute requires the Town to allow two non-residents to participate in the business on the residential property.

The Town retains the ability to regulate signage, prohibit exterior modifications that are inconsistent with the residential character of the neighborhood, regulate parking and storage of commercial vehicles and equipment, regulate the use and storage of dangerous materials, and regulate equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors, provided the regulations are not more restrictive than those that apply to residential properties without home-based businesses.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	8/17/2023	Ordinance
F.S. 559.955- Preempting Legislation	8/15/2023	Exhibit

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Section 3. Amendment to Article 35, "Conditional Uses." Section 035-030, "Home offices" is hereby amended as follows:

Sec. 035-030. – Home-based businesses.

Home-based businesses as defined in Article 10, "Definition of Terms," shall be permitted in all residential zoning districts subject to the following limitations:

- (A) Only residents of the single-family dwelling and up to two (2) additional people who do not reside at the dwelling may be engaged in the business at the dwelling. The business may have additional, remote employees that do not work at the dwelling, provided they do not park or store their vehicles on the plot, nor on any public or private right-of-way.
- (B) Any parking or storing of commercial, construction, agricultural or recreational vehicles, equipment and machinery at the home-based business in all residential districts shall be subject to section 045-030(C) "Parking and storage."
- (C) The need for parking generated by the home-based business shall not be greater in volume than would normally be expected at a similar residence where no business is conducted. Vehicles and trailers used in connection with the business shall not be parked within any public or private right-of-way.
- (D) No sign for the home-based business shall be visible from the exterior of the dwelling.
- (E) As viewed from the street, the plot must appear to be consistent with that of the surrounding rural residential areas within the Town, and shall not have the appearance of a business as indicated by physical improvements, equipment, vehicle parking, activity, or other perceivable characteristic. Any external modifications made to a dwelling to accommodate a home-based business must conform to the rural residential character and architectural aesthetics of the neighborhood.

1 (F) The home-based business shall not conduct retail transactions at a structure
2 on the plot other than the dwelling; however, incidental business uses and
3 activities may be conducted on the plot containing the home-based business.

4 (G) The home-based business shall not create noise, vibration, heat, smoke,
5 dust, glare, fumes, or noxious odors of an intensity, frequency or duration
6 that is not customary for a single-family residential property where no
7 business is conducted.

8 (H) The home-based business shall not use, store or dispose of any corrosive,
9 combustible, or other hazardous or flammable materials or liquids of a type,
10 quantity or manner that are not customary for a single-family residential
11 property where no business is conducted.

12 (I) A certificate of use from the town and business tax receipt from the
13 county shall be obtained for any home-based business.

14 **Section 4. Amendment to Article 45, "Agricultural and Rural**
15 **Districts."** Section 045-050, "Permitted and prohibited uses" is hereby amended
16 as follows:

17 **Sec. 045-050. Permitted and prohibited uses.**

18 Plots in rural and agricultural districts may be used for one (1) or more of
19 the uses that are specified below as being permitted or conditionally permitted
20 uses:

Key to abbreviations:		
P=Permitted use	NP=Not permitted	C=Conditional use

21 * * *

	A-1	A-2	RE	RR
<i>Permitted accessory uses to a single-family dwelling</i>				
* * *				
Home-based businesses (subject to section 035-030 pertaining to conditional uses)	C	C	C	C
* * *				

22 **Section 5. Amendment to Article 70, "Sign Regulations."** Section
23 070-120, "Promotional signs" is hereby amended as follows:

24 (A) Any nonresidential use or commercial enterprise, other than a home-based
25 business, which has been issued a certificate of use, may make application
26 for a temporary sign permit for any of the following purposes:

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Section 6. Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC during the next codification update cycle.

Section 7. 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 8. 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 of this Ordinance.

Section 9. Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED ON FIRST READING this ____ day of _____, 2023 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2023, on a motion made by _____ and seconded by _____.

[Signatures are on the Following Page]

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

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

1

2 Approved as to Form and Correctness:

3

4 _____

5 Keith Poliakoff, J.D., Town Attorney

6 1001.2374.01

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559.955 Home-based businesses; local government restrictions.—

(1) Local governments may not enact or enforce any ordinance, regulation, or policy or take any action to license or otherwise regulate a home-based business in violation of this section.

(2) A home-based business that operates from a residential property as provided in subsection (3):

(a) May operate in an area zoned for residential use.

(b) May not be prohibited, restricted, regulated, or licensed in a manner that is different from other businesses in a local government's jurisdiction, except as otherwise provided in this section.

(c) Is only subject to applicable business taxes under chapter 205 in the county and municipality in which the home-based business is located.

(3) For purposes of this section, a business is considered a home-based business if it operates, in whole or in part, from a residential property and meets the following criteria:

(a) The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.

(b) Parking related to the business activities of the home-based business complies with local zoning requirements and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. Local governments may regulate the use of vehicles or trailers operated or parked at the business or on a street right-of-way, provided that such regulations are not more stringent than those for a residence where no business is conducted. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence. Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street or neighboring property. For purposes of this paragraph, the term "heavy equipment" means commercial, industrial, or agricultural vehicles, equipment, or machinery.

(c) As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. The home-

based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.

(d) The activities of the home-based business are secondary to the property's use as a residential dwelling.

(e) The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted.

(f) All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted.

(4) Any adversely affected current or prospective home-based business owner may challenge any local government action in violation of this section. The prevailing party in a challenge may recover reasonable attorney fees and costs incurred in challenging or defending the action, including reasonable appellate attorney fees and costs.

(5) The application of this section does not supersede:

(a) Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720.

(b) Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. 509.013(4)(a)1., that are not otherwise preempted under chapter 509.



Town of Southwest Ranches
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Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D Berns, Town Administrator
FROM: Debra Ruesga, Deputy Town Clerk
DATE: 9/14/2023
SUBJECT: Prohibition of Phosphogypsum to Create or Repair Town or Private Roads

Recommendation

Town Council consideration for motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

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

Background

Phosphogypsum is a radioactive waste byproduct created during the process to remove phosphorus from phosphate rock in the creation of fertilizer. Governor Ron DeSantis recently signed HB 1191 into law, authorizing the Florida Department of Transportation (FDOT) to undertake demonstration projects using phosphogypsum in road construction material while FDOT conducts a study to evaluate phosphogypsum as a construction aggregate material. Phosphogypsum contains radionuclides including uranium, thorium, and radium, which eventually decay to radon, a radioactive gas. The United States Center for Disease Control provides that the primary adverse health effect

of exposure to increased levels of radon is lung cancer and the Environmental Protection Agency lists radon as the leading cause of lung cancer deaths in non-smokers. Allowing the use of phosphogypsum as road construction material may lead to an increased risk of exposure to radon in the air or groundwater. The Town of Southwest Ranches is a rural municipality that is mostly on well water. Until the impacts of the use of phosphogypsum are known, in order to preserve the health, wellness, and safety of its residents, the Town believes that it is necessary and proper to prohibit the use of phosphogypsum as material for road construction on Town and privately-owned roads within Southwest Ranches.

Fiscal Impact/Analysis

None

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk
Debra Ruesga, Deputy Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Prohibition of the use of Phosphogypsum Ordinance -TA Approved	9/7/2023	Ordinance

ORDINANCE NO. 2023-XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA AMENDING SECTION 090-100 OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) ENTITLED ROADWAY CAPACITY, CONSTRUCTION AND DESIGN STANDARDS; PROHIBITING THE USE OF PHOSPHOGYPSUM TO CREATE OR REPAIR TOWN OR PRIVATE ROADS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, phosphogypsum is a radioactive waste byproduct created during the process to remove phosphorus from phosphate rock in the creation of fertilizer; and

WHEREAS, Governor Ron DeSantis recently signed HB 1191 into law, authorizing the Florida Department of Transportation (FDOT) to undertake demonstration projects using phosphogypsum in road construction material while FDOT conducts a study to evaluate phosphogypsum as a construction aggregate material; and

WHEREAS, phosphogypsum contains radionuclides including uranium, thorium, and radium, which eventually decay to radon, a radioactive gas; and

WHEREAS, the United States Center for Disease Control provides that the primary adverse health effect of exposure to increased levels of radon is lung cancer and the Environmental Protection Agency lists radon as the leading cause of lung cancer deaths in non-smokers; and

WHEREAS, allowing the use of phosphogypsum as road construction material may lead to an increased risk of exposure to radon in the air or groundwater; and

WHEREAS, the Town of Southwest Ranches is a rural municipality that is mostly on well water; and

WHEREAS, until the impacts of the use of phosphogypsum are known, in order to

preserve the health, wellness, and safety of its residents, the Town believes that it is necessary and proper to prohibit the use of phosphogypsum as material for road construction on Town and privately-owned roads within Southwest Ranches.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Council.

Section 2. That Article 90 Section 090-100 of the Unified Land Development Code shall be amended as follows:

(B) Construction to conform to county standards; exceptions. The construction of roadways, and work in the public right-of-way shall conform to county Resolution No. 85-3606, county administrative code, "Minimum Construction Standards Applicable To Public Rights-Of-Way Under Broward County Jurisdiction or the Florida Department of Transportation Standards Specifications for Road and Bridge Construction," except that low volume roadways with eighteen (18) feet of pavement width, as permitted in tables 90-2 and 90-3, may utilize any pavement design method attaining a minimum structural value of 2.25, in lieu of the less flexible county and state department of transportation specifications, but shall comply with all other safety and operational criteria set forth in The Florida Green Book (The Florida Manual of Uniform Minimum Standard for Design, Construction, and Maintenance). However, Phosphogypsum shall not be used as a construction material, including on any Town-owned or privately owned road.

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 of this ordinance.

Section 5. Codification. It is the intention of the Town Council of Town of Southwest Ranches that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Southwest Ranches, Florida, that the Sections of this Ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase to accomplish such intention.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its adoption.

[Signatures on Next Page]

PASSED ON FIRST READING this ____ day of ____, 2023 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this __ day of ____, 2023, on a motion made by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.2378.01



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Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 9/14/2023
SUBJECT: Resilient Florida Program Grant

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 Resilient Florida Program within the Office of Resilience and Coastal Protection was created to help coastal and inland communities plan for the impacts of climate change, including flooding and sea level rise. The Resilient Florida Program offers grants for community planning as well as grants to implement projects that adaptation to impacts associated with flooding and sea level rise.

As a South Florida community in near proximity to the Atlantic Coast, Southwest Ranches is particularly vulnerable to adverse impacts resulting from flooding and sea level rise. Western Broward County is experiencing more significant rain events than ever before with Tropical

Storm Eta (2020) substantially exceeding South Florida Water Management District (SFWMD) and National Oceanic and Atmospheric Administration (NOAA) rainfall values for 100-year rain events. The overall drainage patterns add to the Town's flood related liability.

The C-11 is the only primary drainage conveyance system within Southwest Ranches. Having a sole means of primary drainage conveyance is problematic. Wind related systems can scatter large debris and potentially clog primary water control structures that regulate allowable discharge. Water control structures within the C-11 are also being operated at higher elevations to combat saltwater intrusion due to sea level rise.

The Town is also adjacent to the East Coast Protective Levee. This levee is 105 miles long and is classified by SFWMD as the highest priority levee system within their jurisdiction. Any breach or failure of the East Coast Protective Levee would result in catastrophic damage to the entire Town.

Identifying these hazards and determining the Town's asset vulnerability and risk exposure to flooding and sea level rise is a necessary step to securing a safe and more resilient future for Southwest Ranches residents.

Fiscal Impact/Analysis

The planning grants do not require a match; they are fully funded through the Resilient Florida Program. Beginning in 2024, a vulnerability assessment meeting the requirements of Section 380.093, Florida Statutes will be required to receive funding for construction projects. Staff recommends applying for a \$200,000 grant to complete the vulnerability assessment.

Staff Contact:

Emily Aceti, Community Services Manager
Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	9/5/2023	Resolution

RESOLUTION NO. -

A RESOLUTION OF THE TOWN COUNCIL OF SOUTHWEST RANCHES, FLORIDA, AUTHORIZING THE TOWN ADMINISTRATOR TO PREPARE AND TO SUBMIT A GRANT APPLICATION TO THE RESILIENT FLORIDA PROGRAM TO HELP FUND A VULNERABILITY AND SEA LEVEL RISE ASSESSMENT IN THE AMOUNT OF TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO ANY ALL AGREEMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Resilient Florida Program within the Office of Resilience and Coastal Protection was created to help coastal and inland communities plan for the impacts of climate change, including flooding and sea level rise; and

WHEREAS, the Resilient Florida Program offers grants for community planning as well as grants to implement projects that adaptation to impacts associated with flooding and sea level rise; and

WHEREAS, eligible requests include development of vulnerability assessments; and

WHEREAS, the Town desires to submit a Resilient Florida Program Planning Grant application through the Florida Department of Environmental Protection to prepare a comprehensive Town-wide flood vulnerability and sea level rise assessment; and

WHEREAS, planning grants do not require a match; they are fully funded through the Resilient Florida Program; and

WHEREAS, it has been determined to be in the best interest of the public to seek these grant funds.

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

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

Section 2: The Town Council of the Town of Southwest Ranches does hereby authorize the submission of the grant application to the Resilient Florida Program to assist in the development of a comprehensive Town-wide flood vulnerability and sea level rise assessment.

Section 3: The Town Council of the Town of Southwest Ranches does hereby authorize its Town Administrator to transmit the applicable grant application, to attend all necessary meetings, and to coordinate with the Town Attorney the execution of final grant agreements, if any, between the parties.

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 _____ 2023 on a motion by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2382.01



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
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 9/14/2023
SUBJECT: Contract Award to Huurr Homes LLC for the SW 63rd Street and SW 185th Way Drainage Improvement Project

Recommendation

To place this item on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town desires to complete the SW 63rd Street and SW 185th Way Drainage Improvement Project and has been awarded grant funding to do so. The Town’s Drainage and Infrastructure Advisory Board has ranked and prioritized the project. Town staff held a public meeting on April 18th to discuss the specifics of the project with impacted residents.

The Town advertised an Invitation for Bids 23-007 on July 20, 2023. On August 24, 2023, the Town received seven (7) responsive bids.

Bidder	Amount
Huurr Homes LLC	\$747,706.95
RG Underground Engineering, Inc.	\$756,170.00
Absolute Construction Services, Inc.	\$790,365.00
Kailas Contractors	\$835,750.00
The Stout Group, LLC	\$868,115.00
Basile USA LLC	\$874,766.55
Southern Underground Industries, Inc.	\$1,011,134.00

After reviewing the bids, it was determined that Huurr Homes LLC was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town’s Procurement Code. The contractor will have 150 days to complete the project from the date of the Notice to Proceed.

Fiscal Impact/Analysis

Pursuant to Resolution 2023-005, the Town entered into an agreement with the Florida Department of Environmental Protection to receive \$479,306.00 of funding for this Drainage Improvement Project. The Town budgeted \$784,396 for this project in FY 2023. The Town has \$737,596 remaining for construction after surveying and design expenses.

A budget amendment utilizing unassigned Fund balance (Reserves) to the Transportation budget totaling 10,110.95 is required to complete the project in Fiscal Year 2022-2023 as follows:

Transportation Fund

Expenditure Increase:

Transportation Drainage Expenditures (101-5100-541-63260) \$10,110.95

Revenues Increase

Transfer from General Fund (101-0000-381-38101) \$10,110.95

General Fund

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900) \$10,110.95

Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101) \$10,110.95

Staff Contact:

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

Venessa Redman, Senior Procurement & Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - Award Reso SW63rd Drainage	9/7/2023	Resolution
Agreement - TA Approved	9/7/2023	Agreement

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RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH HUURR HOMES LLC IN THE AMOUNT OF SEVEN HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED SIX DOLLARS AND NINETY-FIVE CENTS (\$747,706.95) TO COMPLETE THE SW 63RD STREET AND SW 185TH WAY DRAINAGE IMPROVEMENT PROJECT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022-2023 TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete the SW 63rd Street and SW 185th Way Drainage Improvement Projects and has been awarded grant funding to do so; and

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

WHEREAS, the Town advertised an Invitation for Bids 23-007 on July 20, 2023; and

WHEREAS, on August 24, 2023, the Town received seven (7) responsive bids; and

WHEREAS, after reviewing the bids, it was determined that Huurr Homes LLC was the lowest responsible and responsive bidder in accordance with the terms of this IFB and the Town's Procurement Code; and

WHEREAS, Huurr Homes LLC proposal totals Seven Hundred Forty-Seven Thousand Seven Hundred Six Dollars and Ninety-Five Cents (\$747,706.95); and

WHEREAS, pursuant to Resolution 2023-005, the Town entered into an agreement with the Florida Department of Environmental Protection to receive Four Hundred Seventy-Nine Thousand Three Hundred Six Dollars and Zero Cents (\$479,306.00) of funding for this Drainage Improvement Project; and

WHEREAS, the Town budgeted Seven Hundred Eighty-Four Thousand Three Hundred Ninety-Six Dollars and Zero Cents (\$784,396.00) for this project; and

WHEREAS, the Town has Seven Hundred Thirty-Seven Thousand Five Hundred Ninety-Six Dollars and Zero Cents (\$737,596.00) remaining for construction after surveying and design; and

WHEREAS, a budget amendment utilizing unassigned Fund balance (Reserves) to the Transportation budget totaling Ten Thousand One Hundred Ten Dollars and Ninety-Five Cents (\$10,110.95) is required to complete the project; and

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

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

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

Section 2. The Town Council hereby approves an agreement with Huurr Homes LLC in the amount of Seven Hundred Forty-Seven Thousand Seven Hundred Six Dollars and Ninety-Five Cents (\$747,706.95) for the Drainage Improvement 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 2022-2023 Town Budget as follows:

Transportation Fund

Expenditure Increase:

Transportation Drainage Expenditures (101-5100-541-63260) 10,110.95

Revenues Increase

Transfer from General Fund (101-0000-381-38101) 10,110.95

General Fund

Revenue Increase:

Appropriated Fund Balance (001-0000-399-39900) 10,110.95

Expenditure Increase:

Transfer to Transportation Fund (001-3900-581-91101) 10,110.95

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

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

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

Ranches, Florida, this _____ day of _____ 2023 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.2384.01

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EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

HUURR HOMES, LLC

FOR

**“IFB 23-007 – SW 63RD STREET AND SW 185TH WAY
DRAINAGE IMPROVEMENT PROJECT (LPA0385)”**

**AGREEMENT FOR
“IFB 23-007 – SW 63RD STREET AND SW 185TH WAY
DRAINAGE IMPROVEMENT PROJECT (LPA0385)”**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 2023 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and HUURR HOMES, LLC (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to “IFB 23-007 – SW 63RD STREET AND SW 185TH WAY DRAINAGE IMPROVEMENT PROJECT (LPA0385)” (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids (“IFB”), IFB 23-007 on Thursday July 20, 2023, and

WHEREAS, 7 bids were received by the Town on **Thursday August 24, 2023**; and

WHEREAS, the Town has adopted Resolution No. 2023- _____ at a public meeting of the Town Council approving the recommended award and has selected HUURR HOMES, LLC for award of the Project.

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

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the IFB to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the IFB, the terms of the attached Resolution 2023-005, the Contractor’s Bid, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

- 1.3 By submitting its Bid and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.
- 1.4 Contractor, in addition to any manufacturer’s warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year from the Final Completion Date. If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

**“IFB 23-007 – SW 63RD STREET AND SW 185TH WAY
DRAINAGE IMPROVEMENT PROJECT (LPA0385)”**

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work within **one hundred and twenty (120) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement (“Substantial Completion Date”).
 - 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:
 - (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
 - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
 - (iii) All Work has been completed; and

- (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

2.4.2 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

Liquidated/Delay Damages ("LD's") – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **one hundred and twenty (120) days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, the parties agree that liquidated damages and not as a penalty, the Contractor shall pay to the Town an amount equal to **\$200.00**, for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes the delay in meeting the Substantial Completion Date. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

All work shall be substantially complete no later than **one hundred and twenty (120) days** from the issuance of the Notice to Proceed. Final Completion of the project shall be achieved no later than 30 calendar days from Substantial Completion or within **one hundred and fifty (150) days** from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;

- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;
- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town’s engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.

Notwithstanding the foregoing, Contractor acknowledges that, among other damages the Town may suffer from Contractor’s delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies from the Florida Department of Environmental Protection if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor’s delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. This Section 2.4.2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$747,707.95 Dollars (“Contract Price”).
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice, has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 5%

retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien form set forth in Section 713.20, Florida Statutes, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.

- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction or replacement, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

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

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Agreement and IFB.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:

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

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 All Vendor applicable Insurance Policies shall be uploaded to the Town website at <http://www.southwestranches.org/procurement> using the [VENDOR COI UPLOAD] button.
- 6.6 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.7 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**: Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY**: Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U).

Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

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

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

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

and

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

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

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

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

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

6.14 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**

6.15 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

6.16 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that

the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

- 6.17 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.18 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town’s actual notice of such event.
- 6.19 Notwithstanding any other provisions of this Agreement, Contractor’s obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

Contractor agrees comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

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

Section 10: Indemnification

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor’s duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status.

Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys’ Fees

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

Section 14: No Third-Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

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

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the IFB process, Contractor shall keep

and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

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

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

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

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

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this

Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Agreement;

4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

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

Section 20: Use of Awarded Bid by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.4.2.

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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.

Section 30: Severability

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 so as to remain in full force and effect, or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. 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.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under 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. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town

Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

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

If to Town:

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

With a copy to:

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

If to Contractor:

Hurr Homes LLC
2705 Burriss Rd Unit 4A
Davie, FL 33314

Section 33: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement.

Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor 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, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) 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 Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. 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. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

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

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST

RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ___ day of _____ 2023.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____(title)
___ day of _____ 2023

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor
___ day of _____ 2023

By: _____
Andrew D. Berns, Town Administrator
___ day of _____ 2023

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney
1001.2345.01



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
Jim Allbritton, Vice Mayor
Bob Hartmann, Council Member
Gary Jablonski, Council Member
David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Debra Ruesga, Deputy Town Clerk
DATE: 9/14/2023
SUBJECT: Selection of Russell Muniz as Town Administrator

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

On August 24, 2023, Town Administrator Andrew Berns announced his retirement effective December 15, 2023 and the Town Council discussed the steps to replace Andrew Berns. On August 24, 2023, Town Council recognized the most qualified person for the Town Administrator position was Assistant Town Administrator Russell Muñiz and directed Administration to bring the official selection forward at the September 14, 2023 Town Council Meeting for consideration.

Fiscal Impact/Analysis

None.

Staff Contact:

Debra Ruesga, Deputy Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Selection of Town Administrator - TA Approved	9/7/2023	Resolution

RESOLUTION NO. 2023 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SELECTION OF ASSISTANT TOWN ADMINISTRATOR RUSSELL MUÑIZ FOR THE POSITION OF TOWN ADMINISTRATOR; DIRECTING THE TOWN ATTORNEY TO NEGOTIATE AN AGREEMENT WITH ASSISTANT TOWN ADMINISTRATOR RUSSELL MUÑIZ FOR THE POSITION OF TOWN ADMINISTRATOR, WHICH ESTABLISHES THE SCOPE, COMPENSATION AND BENEFITS FOR HIS SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 24, 2023, Town Administrator Andrew Berns announced his retirement effective December 15, 2023; and

WHEREAS, on August 24, 2023, Town Council discussed the steps to replace Andrew Berns; and

WHEREAS, on August 24, 2023, Town Council recognized the most qualified person for the Town Administrator position was Assistant Town Administrator Russell Muñiz and directed Administration to bring the official selection forward at the September 14, 2023 Town Council Meeting for consideration.

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 the selection of Assistant Town Administrator Russell Muñiz for the position of Town Administrator.

Section 3: The Town Council hereby directs the Town Attorney to negotiate an agreement with Assistant Town Administrator Russell Muñiz for the position of Town Administrator establishing the scope, compensation and benefits for his services necessary to effectuate the intent of this Resolution.

Section 4: 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 _____, 2023, on a motion

by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney
1001.2380.01



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

(954) 434-0008 Town Hall
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Town Council
Steve Breitkreuz, Mayor
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David Kuczenski, Esq., Council Member

Andrew D. Berns, MPA, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, MPA, Assistant Town Administrator/Town Clerk
Emil C. Lopez, CPM, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 9/14/2023
SUBJECT: Replacement of Network Switches

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 network switches which are a critical component of our information technology infrastructure are more than ten years old and exceed their useful life.

On January 16, 2023, the Town let out IFB 23-003 seeking qualified proposers to submit bids on the cost to provide replacements of the Town's current network switches and that would meet the Town's needs, but the one valid responsive bid received was 53% over budget. On February 17, 2023, the Town let out IFB 23-004 seeking qualified proposers to submit bids on the cost to provide replacements of the Town's current network switches and that would meet the Town's needs, but the one valid responsive bid received was 54% over budget. On April

12, 2023, the Town let out IFB 23-009 seeking qualified proposers to submit bids on the cost to provide replacements of the Town’s current network switches and that would meet the Town’s needs, but the two responsive bids received were 54% and 204% respectively, over budget. On June 2, 2023, the Town let out IFB 23-010 seeking qualified proposers to submit bids on the cost to provide replacements of the Town’s current network switches and that would meet the Town’s needs, but the two responsive bids received were 41% and 40% respectively, over budget.

Since the bids received were much higher than originally budgeted, the City of Tamarac was tasked to solicit quotes from vendors they previously used. Presidio, Inc. submitted two quotations based on Florida NASPO ValuePoint Contract (FL # 43220000-NASPO-19-ACS) for new and refurbished equipment in the amounts of \$35,474.50 and \$31,452.03 respectively.

The Town believes it is in the Town’s best interest to purchase the new Cisco equipment in the amount of Thirty-Five Thousand Four Hundred Seventy-Four Dollars and Fifty Cents (\$35,474.50) as outlined in the Quotation (Exhibit A) received by Presidio, Inc.

While the project was funded in the current fiscal year 2022-2023 budget in the amount of Thirty-Two Thousand Dollars and Zero Cents (\$32,000.00), the amount quoted exceeds the budget amount by Three Thousand Four Hundred Seventy-Four Dollars and Fifty Cents (\$3,474.50) or 10%, and therefore a budget amendment is required to complete the project in Fiscal Year 2022-2023.

Fiscal Impact/Analysis

\$32,000 (budgeted) + 3,474.50 (Unbudgeted) = \$35,474.50 Total Project Cost

Revenues Increase:

Account Name	Amount	Account Number
Appropriated Fund Balance	\$3,474.50	001-0000-399-39900

Expenditures Increase:

Account Name	Amount	Account Number
Non-Departmental: Machinery & Equipment	\$3,474.50	001-3900-519-64100

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Network Switches - TA Approved	9/7/2023	Resolution

Presidio Cost Comparison
Presidio Quote - Refurbished
Presidio Quote - New

9/7/2023
9/7/2023
9/7/2023

Backup Material
Backup Material
Backup Material

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RESOLUTION NO. 2023 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK OF FLORIDA NASPO VALUEPOINT CONTRACT (FL # 43220000-NASPO-19-ACS) FOR THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS AND FIFTY CENTS (\$35,474.50) TO PRESIDIO, INC. FOR CISCO NETWORK SWITCHES; APPROVING A FY 2022-2023 BUDGET AMENDMENT FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town's network switches which are a critical component of our Information technology infrastructure are more than 10 years old and exceed their useful life; and

WHEREAS, on January 16, 2023, the Town let out IFB 23-003 seeking qualified proposers to submit bids on the cost to provide replacements of the Town's current network switches and that would meet the Town's needs, but the one valid responsive bid received was 53% over budget; and

WHEREAS, on February 17, 2023, the Town let out IFB 23-004 seeking qualified proposers to submit bids on the cost to provide replacements of the Town's current network switches and that would meet the Town's needs, but the one valid responsive bid received was 54% over budget; and

WHEREAS, on April 12, 2023, the Town let out IFB 23-009 seeking qualified proposers to submit bids on the cost to provide replacements of the Town's current network switches and that would meet the Town's needs, but the two responsive bids received were 54% and 204% respectively, over budget; and

WHEREAS, on June 2, 2023, the Town let out IFB 23-010 seeking qualified proposers to submit bids on the cost to provide replacements of the Town's current network switches and that would meet the Town's needs, but the two responsive bids received were 41% and 40% respectively, over budget; and

WHEREAS, since the bids received were much higher than originally budgeted, the City of Tamarac was tasked to solicit quotes from vendors they previously used; and

WHEREAS, Presidio, Inc. submitted two quotations based on Florida NASPO ValuePoint Contract (FL # 43220000-NASPO-19-ACS) for new and refurbished equipment in the amounts of \$35,474.50 and \$31,452.03 respectively; and

WHEREAS, the Town believes it is in the Town’s best interest to purchase the new Cisco equipment in the amount of Thirty-Five Thousand Four Hundred Seventy-Four Dollars and Fifty Cents (\$35,474.50) as outlined in the Quotation (Exhibit A) received by Presidio, Inc.; and

WHEREAS, while the project was funded in the current fiscal year 2022-2023 budget in the amount of Thirty-Two Thousand Dollars and Zero Cents (\$32,000.00), the amount quoted exceeds the budget amount by Three Thousand Four Hundred Seventy-Four Dollars and Fifty Cents (\$3,474.50) or 10%; and

WHEREAS, a budget amendment is required to complete the project in Fiscal Year 2022-2023; and

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 the issuance of a Purchase Order in the amount of Thirty-Five Thousand Four Hundred Seventy-Four Dollars and Fifty Cents (\$35,474.50) to Presidio, Inc. for new Cisco Network Switches as outlined in the attached Quotation (see Exhibit “A”).

Section 3: The Town Council hereby approves a budget amendment in the amount of Three Thousand Four Hundred Seventy-Four Dollars and Fifty Cents (\$3,474.50) utilizing unassigned Fund balance (Reserves) to the Fiscal Year 2022-2023 Town Budget as follows:

Revenues Increase:

Account Name	Amount	Account Number
Appropriated Fund Balance	\$3,474.50	001-0000-399-39900

Expenditures Increase:

Account Name	Amount	Account Number
Non-Departmental: Machinery & Equipment	\$3,474.50	001-3900-519-64100

Section 4. This Resolution shall take effect upon its passage and adoption.

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

Ranches, Florida, this 14th day of September 2023, on a motion

by _____ and seconded by _____.

Breitkreuz _____
Allbritton _____
Hartmann _____
Jablonski _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.2379.01

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Cisco 9300 Layer 3 Switch

Cisco 9300 Layer 2 Switch

NEW	NEW	TOTAL COST
WITH SmartNet	WITH SmartNet	
C9300-48UXM-A	C9300-48U-E	1 \$7,255.62
PWR-C1-1100WACP-P/2	PWR-C1-1100WACP-P/2	1 \$1,236.11
C9300-DNA-A-48-3Y	C9300-DNA-E-48-3Y	1 \$728.66
CON-SNTP-C93A048M	CON-SNTP-C93004UE	1 \$6,198.70
		\$15,419.09
		New With SmartNet
WITHOUT SmartNet	WITHOUT SmartNet	
C9300-48UXM-A	C9300-48U-E	1 \$7,255.62
PWR-C1-1100WACP-P/2	PWR-C1-1100WACP-P/2	1 \$1,236.11
C9300-DNA-A-48-3Y	C9300-DNA-E-48-3Y	1 \$728.66
		\$9,220.39
		New Without SmartNet
USED (CISCO REFRESH)	USED (CISCO REFRESH)	
WITH SmartNet	WITH SmartNet	
C9300-48UXM-A-RF	C9300-48U-E-RF	1 \$5,905.86
PWR-C1-1100WACP-RF	PWR-C1-1100WACP-RF	1 \$793.36
C9300-DNA-A-48-3Y	C9300-DNA-E-48-3Y	1 \$728.66
CON-SNTP-C93A048M	CON-SNTP-C93004UE	1 \$6,198.70
		\$13,626.58
		Refresh With SmartNet
WITHOUT SmartNet	WITHOUT SmartNet	
C9300-48UXM-A-RF	C9300-48U-E-RF	1 \$5,905.86
PWR-C1-1100WACP-RF	PWR-C1-1100WACP-RF	1 \$793.36
C9300-DNA-A-48-3Y	C9300-DNA-E-48-3Y	1 \$728.66
		\$7,427.88
		Refresh Without SmartNet

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TO: City of Tamarac
 James Twigger
 10101 State Street
 Tamarac, FL 33321

 james.twigger@tamarac.org
 (p) (954) 597-3904
 (f) (954) 597-3460

FROM: Presidio Networked Solutions
 Paul Strangie
 3250 W. Commercial Blvd
 Suite 360
 Oakland Park, FL 33309

 pstrangie@presidio.com
 (p) +1.407.284.6658

Customer#: CITYT011

Contract Vehicle: Florida NASPO ValuePoint Cisco AR3227 FL# 43220000-NASPO-19-ACS

Account Manager: Amir Wexler

Inside Sales Rep: Paul Strangie

Title: CoT - Town of Southwest Ranches - Cisco switches Refurbished

#	Part #	Description	Unit Price	Qty	Ext Price
C9300-48UXM-A-RF					
1	C9300-48UXM-A-RF	Ctlyst9300 48prt(1mGig&36 2.5Gbps)NtwrkAdvntgREMANUFACTURED	\$7,036.78	1	\$7,036.78
2	CON-SNTP-C93A048M	SNTC-24X7X4 Catalyst 9300 48-port(12 mGig36 2.5Gbps	\$1,508.52	1 for 60 mo(s)	\$7,542.60
3	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	1	\$0.00
4	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	1	\$0.00
5	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	1	\$0.00
6	C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	\$2,452.71	1	\$2,452.71
7	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
8	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
9	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	1	\$0.00
10	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	1	\$0.00
Total:					\$17,032.09
PWR-C1-1100WACP-RF					
11	PWR-C1-1100WACP-RF	1100W AC 80+ platinum Config 1 Power Supply REMANUFACTURED	\$793.36	1	\$793.36
12	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	1	\$0.00
Total:					\$793.36
C9300-48U-E-RF					
13	C9300-48U-E-RF	Catalyst 9300 48-port UPOE, NetworkEssentials REMANUFACTURED	\$5,905.86	1	\$5,905.86
14	CON-SNTP-C93004UE	SNTC-24X7X4 Catalyst 9300 48-port UPOE, Network Esse	\$1,239.74	1 for 60 mo(s)	\$6,198.70
15	C9300-NW-E-48	C9300 Network Essentials, 48-port license	\$0.00	1	\$0.00
16	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	1	\$0.00
17	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	1	\$0.00
18	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	\$728.66	1	\$728.66
Total:					\$12,833.22
PWR-C1-1100WACP-RF					

19	PWR-C1-1100WACP-RF	1100W AC 80+ platinum Config 1 Power Supply REMANUFACTURED	\$793.36	1	\$793.36
20	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	1	\$0.00
Total:					\$793.36

	Sub Total:	\$31,452.03
	Grand Total:	\$31,452.03

THIS QUOTE IS GOVERNED BY THE TERMS AND CONDITIONS OF NAPSO VALUEPOINT CISCO CONTRACT AR3227 FLORIDA 43220000-NASPO-19-ACS.

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:
NAPSO VALUEPOINT CISCO CONTRACT AR3227 FLORIDA 43220000-NASPO-19-ACS..

Tax ID# 58-1667655; Size Business: Large; CAGE Code: 0KD05; DUNS#15-405-0959

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

TO:
 City of Tamarac
 James Twigger
 10101 State Street
 Tamarac, FL 33321

 james.twigger@tamarac.org
 (p) (954) 597-3904
 (f) (954) 597-3460

FROM:
 Presidio Networked Solutions
 Paul Strangie
 3250 W. Commercial Blvd
 Suite 360
 Oakland Park, FL 33309

 pstrangie@presidio.com
 (p) +1.407.284.6658

Customer#: CITYT011

Contract Vehicle: Florida NASPO ValuePoint Cisco AR3227 FL# 43220000-NASPO-19-ACS

Account Manager: Amir Wexler

Inside Sales Rep: Paul Strangie

Title: CoT - Town of Southwest Ranches - Cisco switches

#	Part #	Description	Unit Price	Qty	Ext Price
C9300-48UXM-A					
1	C9300-48UXM-A	Catalyst 9300 48-port(12 mGig, 36 2.5Gbps) Network Advantage	\$8,823.99	1	\$8,823.99
2	CON-SNTP-C93A048M	SNTP-24X7X4 Catalyst 9300 48-port(12 mGig36 2.5Gbps	\$1,508.52	1 for 60 mo(s)	\$7,542.60
3	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	1	\$0.00
4	SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	\$0.00	1	\$0.00
5	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
6	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$1,236.11	1	\$1,236.11
7	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
8	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
9	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1	\$0.00
10	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00
11	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
12	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	1	\$0.00
13	C9300-DNA-A-48-3Y	C9300 DNA Advantage, 48-Port, 3 Year Term License	\$2,452.71	1	\$2,452.71
14	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	1	\$0.00
15	PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	1	\$0.00
16	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
17	D-DNAS-EXT-S-3Y	Cisco DNA Spaces Extend for Catalyst Switching - 3Year	\$0.00	1	\$0.00
18	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
19	TE-EMBEDDED-T-3Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
20	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
21	C9300-NM-NONE	No Network Module Selected	\$0.00	1	\$0.00
22	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	\$0.00	1	\$0.00
Total:					\$20,055.41

C9300-48U-E					
23	C9300-48U-E	Catalyst 9300 48-port UPOE, Network Essentials	\$7,255.62	1	\$7,255.62
24	CON-SNTP-C93004UE	SNTP-24X7X4 Catalyst 9300 48-port UPOE, Network Esse	\$1,239.74	1 for 60 mo(s)	\$6,198.70
25	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$1,236.11	1	\$1,236.11
26	SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	\$0.00	1	\$0.00
27	C9300-NW-E-48	C9300 Network Essentials, 48-port license	\$0.00	1	\$0.00
28	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
29	C9300-DNA-E-48	C9300 DNA Essentials, 48-Port Term Licenses	\$0.00	1	\$0.00
30	C9300-DNA-E-48-3Y	C9300 DNA Essentials, 48-port - 3 Year Term License	\$728.66	1	\$728.66
31	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
32	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
33	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00
34	C9300-NM-NONE	No Network Module Selected	\$0.00	1	\$0.00
35	C9300-STACK-NONE	No Stack Cable Selected	\$0.00	1	\$0.00
36	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
37	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	\$0.00	1	\$0.00
Total:					\$15,419.09

	Sub Total:	\$35,474.50
	Grand Total:	\$35,474.50

THIS QUOTE IS GOVERNED BY THE TERMS AND CONDITIONS OF NAPSO VALUEPOINT CISCO CONTRACT AR3227 FLORIDA 43220000-NASPO-19-ACS.

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:
NAPSO VALUEPOINT CISCO CONTRACT AR3227 FLORIDA 43220000-NASPO-19-ACS..

Tax ID# 58-1667655; Size Business: Large; CAGE Code: 0KD05; DUNS#15-405-0959

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

Code Enforcement Discussion – Proactive versus Reactive

September 14, 2023

Items currently enforced proactively:

- Bulk (over the limit, placed out too early)
- Overgrown vacant lots
- Fill/Grading
- Dark Sky lighting violations
- Potholes on private roads

Items for discussion as suggested by the Code Enforcement Department:

- Work done without a permit
- Commercial vehicles, either too many or not registered to the property
- Tree removal without a permit (exotic invasives exempt)
- Open burning without a permit (Exclude fire pits and barrel burning?)
- Previously addressed complaints which fall out of compliance again at a future date- no new complainant needed

Other suggestions received for the purpose of discussion:

- Clearing of property without a permit (exotic invasives exempt)
- Leniency on vegetative bulk placed out too early following a significant wind event, (short of a tropical storm or hurricane) to be at administrative discretion, subject to normal 12 yds³ limit
- Shipping containers (too many, placed within setback)

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

July 13, 2023

13400 Griffin Road

Present:

Vice Mayor Jim Allbritton

Andrew Berns, Town Administrator

Council Member Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Gary Jablonski

Emil C. Lopez, Town Financial Administrator

Council Member David S. Kuczenski

Keith Poliakoff, Town Attorney

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

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

MOTION: TO EXCUSE COUNCIL MEMBER JABLONSKI'S ABSENCE.

Mayor Breitkreuz asked to observe a moment of silence for the recent passing of Southwest Ranches residents, Denise Houghtaling and Curtis Epps.

3. Public Comment

The following members of the public addressed the Town Council: David Sears, Marianne Allen, and Richard Ramcharitar.

4. Board Reports

There were no Board Reports.

5. Council Member Comments

Council Member Kuczenski provided information regarding the Town of Davie's Police Department program of registering a vehicle's catalytic converter to help in recovery if it is stolen. He also discussed the topic of Code Enforcement issues being moved from reactive to proactive. He did not believe Code Enforcement should have "carte blanche" to enter someone's property solely to investigate if there is a code violation, and that private property rights should be respected.

Vice Mayor Allbritton spoke about the speed sign being placed in the proper location on SW 186 Avenue. He discussed the Broward County Water Advisory Board and the Resilience Program to aid with flooding. He explained the Governor signed a bill providing \$400 million for 71 projects to reduce flooding. However, he stated that the cost of materials needed to alleviate the flooding far exceeded what was provided and the Town will probably not see any relief of flooding from the funds. He mentioned the Rural Public Arts and Design Board "Beauty in the Ranches" photo contest, and for everyone in Town to turn in photos so that it can be a great contest and calendar.

Lastly, he reminded residents how dangerously hot it has been recently and for everyone to be safe when working outside.

Council Member Hartmann thanked Mayor Breitzkreuz for asking for the moment of silence for Denise Houghtaling and Curtis Epps. He brought up that the Council was notified by Town Administrator Berns and Senator Geller about the Broward Water Leaders Academy. He explained how the Academy works with the Broward Resilience Program on all the County infrastructure and projects regarding water and drainage. He encouraged the Town Council to attend the meetings because of the importance of the information provided.

Mayor Breitzkreuz informed everyone that the Town has been organizing how to respond to the potential placement of a waste to energy plant nearby in unincorporated Broward County. He said he has met with several Mayors from municipalities in Broward County, and he is pleased with the meetings and the progress they have made so far in developing ideas on how to proceed. Mayor Breitzkreuz stated that there have been some municipalities that have not wanted to meet and discuss the plant, so that is also being considered when planning on how to move forward. He pointed out that building these relationships with the neighboring communities and developing a plan on how to address the issue of the plant will take some time and be ongoing over the next 18 months. Mayor Breitzkreuz then addressed the duties and responsibilities of the Town's Volunteer Fire Department. He stated that the Town of Davie provides a full-service fire station at the intersection of Volunteer Road and Stirling Road, and we have an adaptive fire service out west. He explained that our Volunteer Fire Department has been instructed to remain on the west side because they are responsible for responding to calls when the adaptive response team is unavailable. This ensures that the west side of Town will be protected in case an emergency response is needed. He also said that the Volunteer Fire Department can and does provide basic medical response and life support to stabilize a patient until additional support arrives. Lastly, Mayor Breitzkreuz was asked by Council Member Kuczenski which mayors he has met with from neighboring municipalities, regarding the plant. He responded that he has met with the Mayor and representatives from the City of Weston and the Mayor and staff of the City of Miramar. He said that both meetings went extremely well and there was a great exchange between them.

6. Legal Comments

Town Attorney Poliakoff had no comments.

7. Administration Comments

Town Administrator Berns informed the Town Council that he and Assistant Town Administrator Muñiz attended a virtual meeting with the Solid Waste Working Group Technical Advisory Committee, earlier in the week. He thanked Mayor Breitzkreuz for meeting with the Mayor of Weston, because if that meeting had not taken place, they would not have been informed of the meeting by the Assistant City Manager of Weston. He then stated Assistant Town Administrator Muñiz will be serving as the liaison to the Technical Advisory Committee (TAC) and asked him to provide Council details of the meeting.

Assistant Town Administrator Muñiz started his report about the TAC meeting by informing the Town Council that the Town is now a part of the email list established to provide information and

notifications of meetings regarding the waste to energy plant. He stated that the following items were discussed at the meeting, an overview of the County's procurement process and that the County has a draft scope of work regarding the issue. The draft addresses compliance with regulatory requirements, however, it seemed to fail to mention independent monitoring or any zero waste initiatives. The draft scope also described the options of expanding the current waste to energy site, building a new facility at the current location, or finding other "reasonable" sites to build upon. The draft scope also included the cost and estimated time of construction for each option. It also provided the details to create an evaluation committee for a consultant to develop a master plan. According to the County, the estimated timeline for the master plan to be created after it is awarded is roughly six to twelve months. However, Mr. Muniz stated that the County is still developing the criteria for the scope of work and evaluation so it may be six to twelve months before the process is even started, so it may take up to two years before the master plan is completed. He also discussed that the term for original appointments to the Technical Advisory Committee is expiring and new appointments will be needed soon. He said that public input was allowed during the meeting, with two members of the public asking for zero waste initiatives to be added to the draft scope. Lastly, he stated an industry professional from the Composting Council was present at the meeting and wanted their industry included in the master plan.

Resolutions

8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, OPPOSING ANY EFFORT BY BROWARD COUNTY TO PLACE ANY WASTE TO ENERGY (WTE) PLANT(S) ADJACENT TO, OR NEARBY, THE MUNICIPAL BOUNDARY OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION AS AMENDED BY CORRECTING THE SCRIVENERS ERROR AND INCLUDE THE WORD "PLANT" IN THE LANGUAGE OF THE FIFTH PARAGRAPH TO REMAIN CONSISTENT THROUGHOUT.

- 9. Approval of Minutes**
- a. May 25, 2023 Workshop Minutes**
 - b. May 25, 2023 Regular Meeting Minutes**

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

MOTION: TO APPROVE THE MAY 25, 2023 WORKSHOP AND REGULAR MEETING MINUTES.

10. Adjournment

Meeting was adjourned at 7:32 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 14th day of September, 2023.

Steve Breitkreuz, Mayor

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

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

July 27, 2023

13400 Griffin Road

Present:

Vice Mayor Jim Allbritton

Andrew Berns, Town Administrator

Council Member Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Gary Jablonski

Emil C. Lopez, Town Financial Administrator

Council Member David S. Kuczenski, Esq.

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Vice Mayor Allbritton at 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

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

MOTION: TO EXCUSE MAYOR BREITKREUZ' S ABSENCE

3. Public Comment

The following members of the public addressed the Town Council: Tim Wilder, Keith Paikin, David Brubeck, Newell Hollingsworth, Jim Laskey, Dee Schroeder, MaryGay Chaples, Marianne Allen and Richard Ramcharitar.

4. Board Reports

Debbie Green – Spoke on behalf of the Waste to Energy Task Force town residents are creating to oppose the Broward County Incinerator Project. She invited all who wanted to be a part of the group and advised an update of what was talked about at the first meeting. She thanked Town Administrator Berns and Assistant Town Administrator Muñiz for their support.

5. Council Member Comments

Council Member Jablonski clarified the proposed location he believed would be shovel ready for the incinerator project would possibly be a 40-acre plot, which is owned by Broward County, next to the Bergeron Park of Commerce. He spoke about upcoming events in the Town such as:

- "HazMat at the Barn" on July 29th
- National Night Out on August 1st
- First Budget Workshop on Tuesday, August 15th
- "Bingo at the Barn on August 26th.
- Town Hall closure for Labor Day on September 4th
- "Beauty in the Ranches" photo contest due date of September 15th

He advised the new speed sign has been installed on SW 186 Avenue and is working. He spoke about the location of the WM contract on the Town's website and the contact email listed would

go directly to Barbara Herrera. He advised the dates for the August Town Council meetings and the DMV Flow Mobile had been cancelled for the August Event. Lastly, he advised the summer hours for Town Hall which are Monday through Thursday 8:00-5:30 and Fridays 8:00 – 4:00.

Council Member Hartmann responded to a couple of comments made during public comment. The first being about the history of the incinerator project which began approximately three years ago and had to do with the bottom dropping out of the recycling market and China not buying it any longer. Next, he spoke about Franklin and Somerset Academies and all the schools within a 10-mile radius of the proposed incinerator that would be affected. He spoke about the smoke the proposed incinerator would give off and what would be contaminated because of it. He stressed to the residents not to adopt the “not in my backyard” mentality and he stated Mayor Breitkreuz had reached out and met with other municipalities regarding the issue. He spoke about needing a public relations professional to assist with getting the task force off the ground and appealed to the residents for someone to volunteer their time. He advised that the Broward County Waste to Energy information has been placed on the Town’s website. Lastly, he spoke about budget season and the ongoing negotiations with the Town of Davie regarding the public safety contract. He advised the budget book is online and available as a hard copy as well and if anyone would like to give feedback on the proposed budget, they can come to the August 15th workshop or the First and Second Budget Hearing meetings.

Council Member Kuczenski spoke about the CSSB 1764, Municipal Solid Waste to Energy Program, that passed last year by the Florida Legislature. The item provides for \$100 million dollars of recurring State money to go to the program plus \$160,000 for administration and advised people to look it up. He spoke about the Town of Southwest Ranches being the largest municipality with Aquifer recharge. He is concerned about the water that runs from other municipalities to the Town and contaminates the canals and poison the animals. Next, he spoke about the budget, the fire fee assessment and how construction property is assessed to which Town Administrator Berns answered, “vacant property”. Council Member Kuczenski would like to investigate creating an additional category that has to do with construction property and a fire fee that shares the burden with the rest of the residents.

Vice Mayor Allbritton thanked the residents and Pembroke Pines Commissioner Tom Good for showing up to the task force meeting. The municipalities need all the help they can get. He then clarified the reason the Town signed the Broward County Solid Waste ILA was to make sure the Council and administration had a seat at the table while this issue is being discussed. He stated he attended one of the HOA meetings and was surprised to find out that there are 3-4 more incinerators in the planning stages to be built in the next 30 years. He was confident Mayor Breitkreuz will fight for the Town as the representative for the task force. He encouraged the residents to please email him if they would like a speed trailer in their neighborhood.

6. Legal Comments

Town Attorney Poliakoff responded to a comment made by a resident regarding the gates at SW 207th Terrace and advised the gates have been removed after reaching out to the City of Pembroke Pines and making an offer which was rejected.

7. Administration Comments

Town Administrator Berns provided information for the residents as to how to locate the solid waste and recycling page as well as the Broward League of Cities Solid Waste Authority information on the Town's website. He then advised Town Staff had attended an extensive hurricane tabletop exercise led by the Public Works Department.

Resolutions

8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SETTING THE PROPOSED MILLAGE RATE AND CURRENT ROLL BACK RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, AND ESTABLISHING THE DATE, TIME AND PLACE AT WHICH PUBLIC HEARINGS WILL BE HELD TO CONSIDER THE PROPOSED MILLAGE RATE AND THE TENTATIVE BUDGET FOR FISCAL YEAR 2024; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF BROWARD COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; DIRECTING THAT A CERTIFIED COPY OF THIS RESOLUTION BE SENT TO THE BROWARD COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; AMENDING IN PART SECTION 3 OF RESOLUTION 2011-084 BY PROVIDING A NEW DEFINITION; INCORPORATING THE 2023 FIRE ASSESSMENT REPORT; APPROVING PRELIMINARY FIRE PROTECTION ASSESSMENT RATES RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA FOR FISCAL YEAR 2023-24; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING FOR AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; ESTABLISHING THE PRELIMINARY RATES OF ASSESSMENT; DIRECTING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF MAILED AND PUBLISHED NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE PROVISION OF SOLID WASTE SERVICES, FACILITIES AND PROGRAMS TO RESIDENTIAL PROPERTIES IN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A 50% EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING HONORARILY DESIGNATING THE PORTION OF S.R. 823/SOUTH FLAMINGO ROAD BETWEEN SOUTHWEST 52ND STREET AND SOUTHWEST 55TH STREET IN BROWARD COUNTY AS ARCHBISHOP EDWARD A. MCCARTHY HIGH SCHOOL WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO A REVOCABLE LICENSE AGREEMENT WITH BROWARD COUNTY ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE, TO ALLOW THE PLACEMENT OF LICENSE PLATE READERS (LPRs) WITHIN COUNTY OWNED RIGHT-OF-WAY ALONG GRIFFIN ROAD, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA OFFICIALLY ADOPTING THE BROWARD COUNTY ENHANCED LOCAL MITIGATION STRATEGY PLAN, WHICH CREATES A COMPREHENSIVE MITIGATION PROGRAM MINIMIZING

THE IMPACT OF NATURAL AND TECHNOLOGICAL DISASTERS THROUGH THE DISTRIBUTION OF GRANT FUNDS FOR IMPLANTATION OF REQUESTED, NEEDED AND TOWN APPROVED MITIGATION PROJECTS WITHIN THE TOWN OF SOUTHWEST RANCHES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTATION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

14. Approval of Minutes
a. June 8, 2023 Regular Meeting Minutes

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

MOTION: TO APPROVE THE JUNE 8, 2023 REGULAR MEETING MINUTES.

15. Adjournment

Meeting was adjourned at 8:42 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 14th day of September, 2023.

Steve Breitkreuz, Mayor

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

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

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

August 10, 2023

13400 Griffin Road

Present:

Mayor Breitreuz

Andrew Berns, Town Administrator

Vice Mayor Jim Allbritton

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Bob Hartmann

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Richard Dewitt, Assistant Town Attorney

Council Member David S. Kuczenski, Esq.

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitreuz at 7:00 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

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

MOTION: TO MOVE ITEM 9 OUT OF ORDER.

Resolution

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A NEW INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE TOWN OF DAVIE FOR THE DELIVERY OF PUBLIC SAFETY SERVICES, INCLUDING EMERGENCY MEDICAL, FIRE PROTECTION, FIRE & LIFE SAFETY, AND POLICE SERVICE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

Broward County Commissioner Steve Geller addressed the Town Council and invited them to his annual Town Meeting on Thursday August 24th. He spoke about one of his main priorities, which is job creation and focusing on education for Trades jobs such as Electricians, Plumbers etc. He spoke about projects being funded in the Town by Broward County Surtax and Surtax Director, Gretchen Cassini, will be at the Town Meeting lunch as well if Town Council has any questions for her. He spoke about budgeting, millage and placing funds in reserves for possible lean times. Lastly, he spoke about water and Southwest Ranches and the problems the Town could be facing in the future due to climate change.

3. Public Comment

The following members of the public addressed the Town Council: Mohammed Abid, Newell Hollingsworth, Jose Fidalgo, John Garate, Alberta Pieretti, Jim Laskey, and Xavier Jackson.

4. Board Reports

There were no board reports.

5. Council Member Comments

Council Member Jablonski spoke about upcoming events in the Town such as:

- Bingo at the Barn on August 26th
- Town Hall closed for Labor Day on September 4th,
- Rural Public Arts and Design Board 11th annual Photo Contest due date of September 5th
- HazMat at the Barn on September 23rd

He advised the Broward County Interlocal Agreement regarding the Waste to Energy plant has been uploaded to the Town's website for public viewing. He spoke about the upcoming August 15th Budget Workshop and advised the residents to come out, voice their opinions and ask questions about the budget. He spoke about the 362 Day Firework Ordinance which will be on the August 24th Town Council meeting. He addressed some of the residents of Circle S Homes HOA in attendance that requested some help regarding the vehicle break-ins and theft in their community. Circle S HOA proposed an auto-open gate with an LPR attached in hopes of deterring unlawful activity in their community. He advised that the Council would not support a gated entry for their community. Council Member Kuczenski offered some suggestions, such as hiring a security guard, setup a neighborhood hotline or installing their own LPR cameras.

Council Member Kuczenski agreed with Council Member Jablonski's comments regarding gated communities and the suggestions made. As the Council Liaison to the Rural Public Arts and Design Advisory Board he spoke about the "Beauty in the Ranches" photo contest and urged the residents to submit their photos by the deadline. He also spoke about the 10th annual December Holiday Lights Contest and advised the due date is December 1st. He spoke about his ride-along with the Davie Police Department and stated he was very impressed with the officer he rode with. He provided traffic citation statistics via each district. Lastly, he liked what Senator Geller said about contacting the U.S. Senators regarding the ten billion dollars needed for the Army Corps of Engineers and asked if the Town can draft a resolution and send to Washington. The Town Council was in consensus of Council Member Kuczenski's suggestion.

Vice Mayor Allbritton thanked Town staff, Town of Davie staff and all the Council Members that helped put together the public safety contract. He thanked Assistant Town Administrator Muñiz for the Clean Air Task Force meeting the previous night. He stated it was very informative and people all over the United States attended. Vice Mayor Allbritton stated to contact him or call Town Hall if someone would like the mobile speed trailers to be placed at a specific address or location. They only flash and state to "slow down" and they can stay at any one location for two weeks. He urged the residents of Circle S Estates to get together and come up with a solution for more security such as asking the Davie Police Department for extra patrol time or hire a security guard.

Council Member Hartmann stated the deadline for the "Beauty in the Ranches" is September 5th and the photos can be used for things such as being published in the Town's Calendar. He advised that August 15th will be the public budget hearing, and this is where the Town Council gets together, discusses and possibly rearranges items in the budget. This is the time for the residents to come out and provide their input. He advised the budget is on the Town's website or they can call Town Hall and request a copy. He spoke about the Solid Waste Task Force that met the previous night, August 9th. He stated the task force needs everyone's help. There are 40 schools within a 10-mile radius of the proposed site, and he would like to get the PTA's, the School Board and moms and dads involved also. He advised the next meeting will be at Town Hall on September 13th at 7:00pm and to please come out and participate.

Mayor Breitkreuz thanked Vice Mayor Allbritton for handling the previous Town Council meeting while he was away. Regarding the proposed Waste to Energy plant, he stated he had been going around to neighboring municipalities and meeting with several elected officials about the issue. He also stated he had met with City of Pembroke Pines Vice Mayor Iris Siple and had a great meeting as well and he is hopeful a new page is being turned. He thanked the residents of Circle S Estates for attending and presenting their case. . He proposed he would like to go out to the property, walk it and come up with ideas as to how to strengthen the security of the community. He spoke about a safety grant that may be available to them and he provided his number so they can set up a meeting. Council Member Jablonski advised there are programs available to the Town's residents through the Town of Davie Police Department called "Safer Watch" and "Vacation Watch". Council Member Hartmann spoke about cameras on people's homes, and they can be a valuable tool for the police department.

6. Legal Comments

There were no legal comments.

7. Administration Comments

There were no administration comments.

Ordinance - 1st Reading

8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE PERTAINING TO THE USE OF HELICOPTERS WITHIN THE TOWN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to be held on August 24, 2023}

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

MOTION: TO APPROVE THE ORDINANCE SUBJECT TO AMENDING THE FOLLOWING ITEMS: 1) THAT RESIDENTS WITHIN 750 FEET OF THE SITE HAVE BEEN NOTIFIED OF THE REQUEST; 2) THAT THE REQUEST IS LIMITED TO A

SPECIFIC DATE AND TIME; 3) THAT THE REQUEST WILL NOT BE DELETERIOUS TO THE SURROUNDING COMMUNITY; 4) THAT THERE IS NO LIVESTOCK MAINTAINED WITHIN 750 FEET. THE APPLICANT IS EXEMPTED FROM THIS PROVISION FOR THEIR OWN LIVESTOCK; 5) THAT THE REQUEST HAS BEEN MADE AT LEAST 60 DAYS IN ADVANCE; 6) THAT THE LANDING AND/OR TAKEOFF SITE MEET FAA STANDARDS.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING RESOLUTION NO. 2023-051, ADOPTED ON MAY 25, 2023, AND APPROVING A NEW INTERLOCAL AGREEMENT WITH BROWARD COUNTY TO PARTICIPATE AS A MUNICIPAL PARTY IN AN INDEPENDENT LEGAL ENTITY KNOWN AS THE SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

11. Approval of Minutes

a. June 22, 2023 Regular Meeting

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

MOTION: TO APPROVE THE MINUTES SUBJECT TO AMENDING THE FOLLOWING SECTIONS: 1) REPLACE THE WORD "CURRENT" WITH THE WORD "PREVIOUS" ON PAGE 2, BEGINNING OF 4TH LINE. 2) REMOVE "OR TEARDOWN AND RECONSTRUCTION OF EXISTING PROPERTIES" FROM THE LAST LINE OF COUNCIL MEMBER KUCZENSKI'S COUNCIL MEMBER COMMENTS.

Appointments

- 12. a. Solid Waste Authority Governing Board Delegate**
- b. Solid Waste Authority Governing Board Alternate**
- c. Solid Waste Authority Technical Advisory Committee**

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

MOTION: TO APPROVE THE APPOINTMENT OF MAYOR BREITKREUZ AS THE GOVERNING BOARD DELEGATE, COUNCIL MEMBER HARTMANN AS THE GOVERNING BOARD ALTERNATE, AND ASSISTANT TOWN ADMINISTRATOR MUÑIZ TO THE TECHNICAL ADVISORY COMMITTEE.

13. Adjournment

Meeting was adjourned at 9:20 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 14th day of September, 2023.

Steve Breitkreuz, Mayor

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