



Southwest Ranches Town Council

REGULAR MEETING
Agenda of October 26, 2023

Southwest Ranches Council Chambers
7:00 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**

Presentations

- 3. Proclamation - Diwali - October 2023**
- 4. Public Comment**

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

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

Ordinance - 2nd Reading

- 9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE INSTALLATION OF WATER AND SEWER LINES WITHIN THE TOWN'S RIGHTS OF WAY; REQUIRING UTILITY PROVIDERS TO SEEK TOWN CONSENT BEFORE WORKING IN THE TOWN'S RIGHT OF WAY; REQUIRING UTILITY PROVIDERS TO ABIDE BY THE TOWN'S CONDITIONS OF APPROVAL PRIOR TO INITIATING ANY WORK; ESTABLISHING BASELINE REQUIREMENTS FOR APPROVAL; REQUIRING A PROPERTY OWNER TO OBTAIN A**

PERMIT FROM THE TOWN IF THEY ARE BRINGING WATER AND/OR SEWER TO THEIR PROPERTY; REQUIRING A PROPERTY OWNER TO SPECIFICALLY ACKNOWLEDGE AS PART OF THE PERMIT THAT THE PUBLIC UTILITY CANNOT BE ACTIVATED UNLESS THE TOWN'S PERMIT HAS BEEN APPROVED AND FINALED; REQUIRING ANY CONTRACTOR TO CERTIFY THAT THE PUBLIC UTILITY CANNOT BE ACTIVATED UNTIL THE TOWN'S PERMIT HAS BEEN APPROVED AND FINALED; ENABLING PROPERTY OWNERS TO RECUPERATE THEIR INVESTMENT FOR THE EXTENSION OF WATER AND/OR SEWER LINES; PROVIDING FOR PENALTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION IN THE TOWN'S CODE; AND PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading October 12, 2023}

Ordinance - 1st Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 085-070 OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE OF ORDINANCES PERTAINING TO MAXIMUM ALLOWABLE FILL ELEVATIONS AND THE REMOVAL OF ILLEGAL FILL; PROVIDING FOR PENALTIES; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR MUNICIPAL ELECTIONS SERVICES; AUTHORIZING THE MAYOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Discussion

12. Discussion - Barbara Herrera - WM
13. Approval of Minutes
 - a. September 14, 2023 1st Budget Hearing Minutes
 - b. September 28, 2023 2nd Budget Hearing Minutes
14. Adjournment

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

PROCLAMATION

WHEREAS, Sanatana Dharma, commonly known as Hinduism, in one of the most ancient religions of the world that originated in India; and

WHEREAS, Hinduism is the third largest religion in the world with more than one billion followers worldwide, representing 15% of the global population; and

WHEREAS, approximately four million Hindus call United States as their home, including several thousand in Broward County and its municipalities; and

WHEREAS, the Hindus celebrate numerous festivals throughout the year but many during the months of October or November, culminating in the celebration of Diwali; and

WHEREAS, the Hindus worldwide reverently observe the festival of Diwali, celebrating the victory of good over evil and bringing light in the form of knowledge, serenity, hope and universal well-being; and

WHEREAS, Diwali falls on Sunday, November 12th this year, in accordance with the lunar calendar, and brings together families, friends, and communities here in the U.S. and around the globe, promoting goodwill, peace, prosperity and a shared sense of oneness; and

WHEREAS, the U.S. Congress has officially passed unanimous resolutions, recognizing the religious and historical significance of Diwali; and

WHEREAS, Diwali is one of the most celebrated festivals of great significance to the Hindus, Sikhs, Jains, and Buddhists; and

WHEREAS, for Sikhs, Diwali is celebrated as “Bandi Chhor Divas” or the day the sixth Sikh Guru, Guru Hargobind, helped release 52 kings held in captivity by the Mughal Emperor, in an unparalleled testimony of shared sense of oneness; and

WHEREAS, for Jains, Diwali marks the anniversary of the attainment of moksha, or liberation, by Mahavira, the last great teacher of the Jain dharma; and

WHEREAS, for Nevar Buddhists, Diwali is commemorated as the day the great Emperor Ashoka embraced Buddhism as his faith; and

WHEREAS, consistent with the American values, Diwali signifies a special time of peace and serenity with the hope of building bridges of understanding and tearing down barriers of intolerance; and

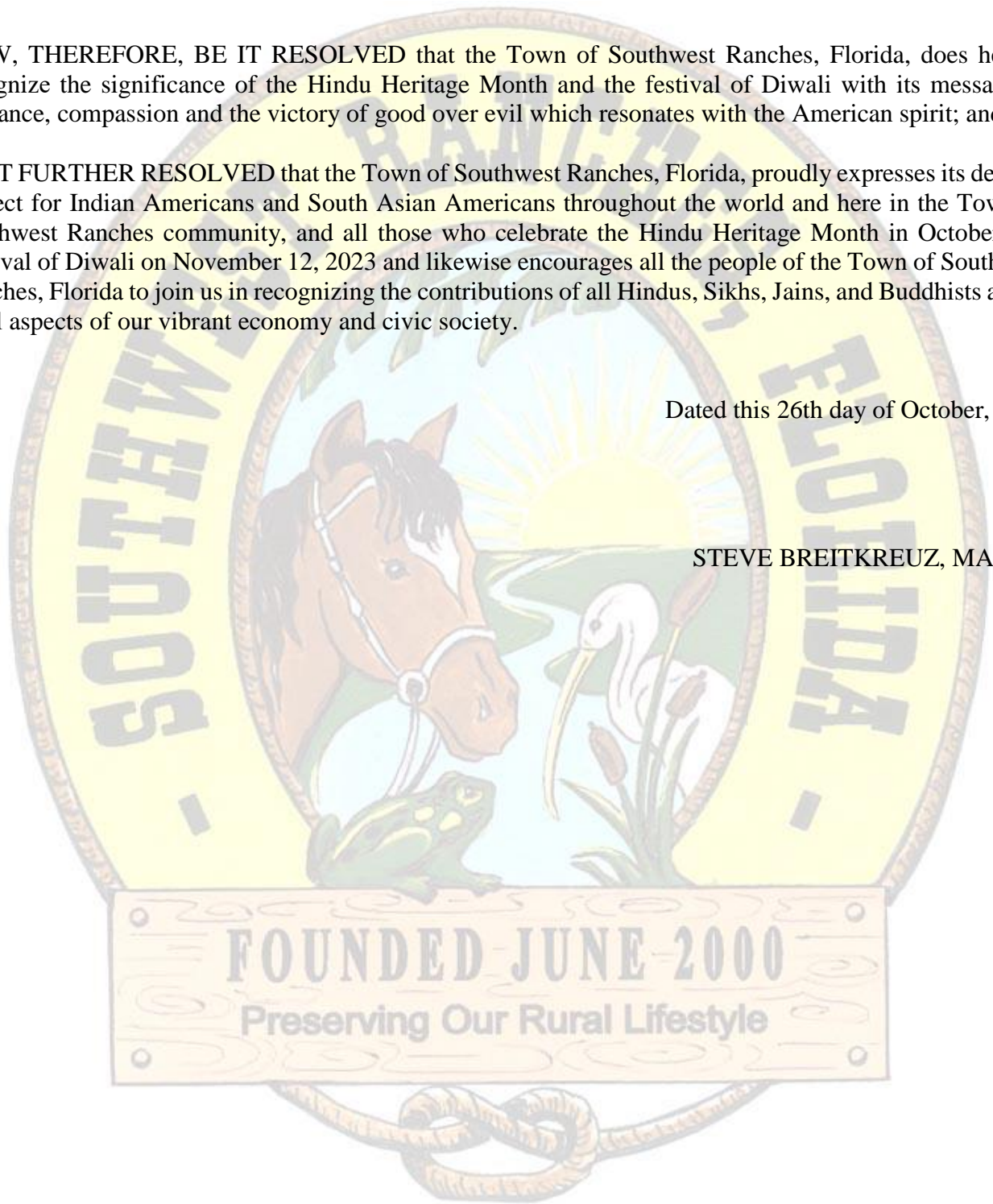
WHEREAS, the Town of Southwest Ranches has notably benefited from the Indian American and South Asian communities through the great family values they bring along with the commitment to tolerance, pluralism, inclusiveness, environmental consciousness and continued excellence in science, medicine, technology, music, dances, yoga and meditation.

NOW, THEREFORE, BE IT RESOLVED that the Town of Southwest Ranches, Florida, does hereby recognize the significance of the Hindu Heritage Month and the festival of Diwali with its message of tolerance, compassion and the victory of good over evil which resonates with the American spirit; and

BE IT FURTHER RESOLVED that the Town of Southwest Ranches, Florida, proudly expresses its deepest respect for Indian Americans and South Asian Americans throughout the world and here in the Town of Southwest Ranches community, and all those who celebrate the Hindu Heritage Month in October and Festival of Diwali on November 12, 2023 and likewise encourages all the people of the Town of Southwest Ranches, Florida to join us in recognizing the contributions of all Hindus, Sikhs, Jains, and Buddhists active in all aspects of our vibrant economy and civic society.

Dated this 26th day of October, 2023

STEVE BREITKREUZ, MAYOR





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: Keith Poliakoff, Town Attorney
DATE: 10/26/2023
SUBJECT: Public Utility Ordinance - 2 Reading

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

D. Improved Infrastructure

Background

As the Town matures, more and more property owners are bringing water and/or sewer to service their properties from municipal utilities. On several occasions, the public utility has failed to perform the installation to the Town's standards, nor has a Town permit relating to such work been applied for.

On several occasions, the public utility has been activated without notice to the Town and without an approved final inspection obtained of the Town's permit. The Town desires to oversee the installation and activation of utilities within its Right of Way and to provide a mechanism for an owner to recuperate their investment for the extension of water and/or sewer lines to their property.

The enactment of this ordinance will ensure that such installation meets the Town's engineering standards for the installation of public utilities within the Town's right of way; and to ensure the health, safety, and welfare of the Town's residents.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Public Utility Ordinance - 2 Reading	10/18/2023	Ordinance

ORDINANCE 2024 - XXX

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RELATING TO THE INSTALLATION OF WATER AND SEWER LINES WITHIN THE TOWN'S RIGHTS OF WAY; REQUIRING UTILITY PROVIDERS TO SEEK TOWN CONSENT BEFORE WORKING IN THE TOWN'S RIGHT OF WAY; REQUIRING UTILITY PROVIDERS TO ABIDE BY THE TOWN'S CONDITIONS OF APPROVAL PRIOR TO INITIATING ANY WORK; ESTABLISHING BASELINE REQUIREMENTS FOR APPROVAL; REQUIRING A PROPERTY OWNER TO OBTAIN A PERMIT FROM THE TOWN IF THEY ARE BRINGING WATER AND/OR SEWER TO THEIR PROPERTY; REQUIRING A PROPERTY OWNER TO SPECIFICALLY ACKNOWLEDGE AS PART OF THE PERMIT THAT THE PUBLIC UTILITY CANNOT BE ACTIVATED UNLESS THE TOWN'S PERMIT HAS BEEN APPROVED AND FINALED; REQUIRING ANY CONTRACTOR TO CERTIFY THAT THE PUBLIC UTILITY CANNOT BE ACTIVATED UNTIL THE TOWN'S PERMIT HAS BEEN APPROVED AND FINALED; ENABLING PROPERTY OWNERS TO RECUPERATE THEIR INVESTMENT FOR THE EXTENSION OF WATER AND/OR SEWER LINES; PROVIDING FOR PENALTY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION IN THE TOWN'S CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as the Town matures, more and more property owners are bringing water and/or sewer to service their properties; and

WHEREAS, on several occasions, the public utility has failed to perform the installation to the Town's standards; and

WHEREAS, on several occasions, the public utility has been installed without the Town issuing a permit relating to such work; and

WHEREAS, on several occasions, the public utility has been activated without notice to the Town and without an approved final inspection obtained of the Town's permit; and

WHEREAS, the Town desires to oversee the installation and activation of utilities within its Right of Way; and

WHEREAS, the Town desires to provide a mechanism for an owner to recuperate their investment for the extension of water and/or sewer lines to their property; and

WHEREAS, to ensure that such installation meets the Town's engineering standards, and to ensure the health, safety, and welfare of the Town's residents, it is necessary to enact regulations to ensure the proper installation of public utilities within the Town's right of way.

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

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

SECTION 2: A section of the Town's Code entitled Installation of Public Utilities Within the Town's Right of Way shall be added as follows:

Installation of Public Utilities Within the Town's Right of Way

As it solely relates to this section, a Public Utility shall be defined as an entity that maintains and provides water and/or sewer to residents of the Town of Southwest Ranches.

It shall be a violation of the Town's Code for a Public Utility to install water and/or sewer service within the Town's Right of Way without the explicit written consent of the Town, which consent may be unreasonably denied. The Town may require conditions or approval for such work, and such work shall only be permitted to commence if the Public Utility agrees to the Town's conditions for the performance of such work. The Town may establish baseline requirements for such work. The Town may establish the location of the lines and shall require that the lines must be designed to provide connection points for all properties that the lines pass. The Town's Right of Way shall be restored as specifically required by the Town. In addition, the Public Utility shall install hydrants and other equipment as may be required by the Town. No permit shall be issued by a Public Utility unless and until such permit has been specifically reviewed and approved by the Town. The Public Utility shall not close its permit, or activate such service, unless specifically approved by the Town.

Any Public Utility providing water and/or sewer service in the Town shall obtain Town Council approval before such service may be extended throughout the Town.

Any property owner seeking service from a Public Utility that will require work to be performed in the Town's Right of Way shall obtain a permit from the Town prior to the initiation of such work. The property owner shall initial a section of the permit application

that will specifically state that "The Public Utility shall not be activated until the Town's permit has been approved and final inspection obtained."

Any contractor obtaining a permit for the installation of a Public Utility within the Town's Right of Way, shall initial a section of the permit application that will specifically state that "The Public Utility shall not be activated until the Town's permit has been approved and final inspection obtained."

Penalty

A violation of this section shall be deemed to cause irreparable or irreversible harm. Any contractor who violates this section shall be reported by the Town to the State's Department of Business and Professional Regulation.

Extension of Public Utilities

Prior to the extension of a Public Utility, a property owner shall send notice to all property owners within two hundred and fifty (250) feet of such extension to advise of the work to be performed. The property owner may request Town approval to seek future proportionate reimbursement for the extension of the Public Utility. In determining whether such future proportionate reimbursement is appropriate, the Town shall consider the cost and the scope of the service area. In the event that the Town determines, in its sole opinion, that seeking future proportionate reimbursement is appropriate, following the completion of the job the property owner shall provide the Town with a complete breakdown of cost including certified invoices and certified payment records and other related documents. The Town, in its sole discretion, shall determine if the cost is reasonable and within industry guidelines. If the Town does not find the cost to be reasonable and within industry guidelines, the Town shall apply an industry accepted cost estimate, in accordance with the standards of the Florida Building Code, as may be amended from time to time. Upon the Town's acceptance of same, or the application of an industry accepted cost estimate, the Town shall determine which properties could directly benefit by connecting to the Public Utility. The Town will then total the amount paid and shall divide that number by the number of properties that could directly benefit by connection to the Public Utility, including the property owner. Once that number is established, prior to the issuance of a permit to a new user, provided that the property owner or their heir still resides at the property, the Town shall collect an amount equal to that number and shall remit such payment to the initial property owner within thirty (30) days from the receipt of same. In the event that the property or their heir no longer resides at the property, no reimbursement shall be made. Once payment is made by a connecting property, no further payment shall be required from that connecting property, even if that connecting property is legally subdivided at a later date. In no event may a property owner be reimbursed more than the cost determined by the Town, less the property owner's proportional share.

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

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

SECTION 5. Codification. The Town Clerk shall cause this Ordinance to be codified as a part of the Town’s ULDC during the next codification update cycle.

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

PASSED ON FIRST READING this 12th day of October, 2024 on a motion made by Council Member Kuczenski and seconded by Council Member Jablonski.

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

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

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.198.01



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

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Town Council
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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: 10/26/2023
SUBJECT: Revision to Fill Permit Policy

Recommendation

Town Council consideration for a motion to approve the ordinance.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

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

Background

The purpose of Sec. 085-070 of the Unified Land Development Code (ULDC) is to establish standards that govern the allowable height of fill that can be placed upon any portion of a lot.

The Drainage and Infrastructure Advisory Board (“DIAB”) was tasked with reviewing the Town’s Fill policy, and following their review and discussion, have requested a revision to the Town’s Unified Land Development Code to establish a policy to enforce the removal of illegal fill brought upon any portion of a lot.

This ordinance establishes a definition for illegal fill, and provides a process for abatement of

violations relating to illegal fill.

Fiscal Impact/Analysis

None.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
SWR Fill Ordinance - TA Approved	10/19/2023	Ordinance

1 water, or as defined by Broward County Code. Fill material includes soil, rock
2 and clean debris. Illegal Fill is defined as any substance or material that is
3 employed for the purpose of filling or modifying the elevation of a tract of
4 land in a manner that contravenes applicable local, state, or federal
5 regulations, codes, or ordinances governing land use, environmental
6 protection, or land development. Such materials may encompass, but are not
7 limited to, soil, crushed concrete, base clay, sand, topsoil, or any non-
8 biodegradable substance, and their use becomes illegal when it leads to
9 violations of established land-use standards.

10 (C) [*Maximum slope for all lots.*] The maximum slope ratio for all lots occupied
11 by a single-family dwellings shall be 4:1 (4 horizontal to 1 vertical), except
12 for perimeter berms, which shall be permitted to have 3:1 maximum slopes.

13 (D) [*Same—All other lots.*] The maximum slope ratio for all other lots shall be
14 3:1, except where this 3:1 slope conflicts with the requirements of any other
15 jurisdictional agency.

16 (E) [*Maximum building pad.*] The maximum building pad elevation and maximum
17 elevation adjacent to any structure shall be eleven (11) feet N.G.V.D., except
18 as provided in subparagraph (F), below.

19 (F) [*Elevation.*] An area up to ten (10) percent of the net acreage of a lot may
20 be filled higher than eleven (11) feet N.G.V.D., provided that:

21 (1) No elevation shall exceed twelve (12) feet N.G.V.D.;

22 (2) The slope criteria and adequacy of water management shall not be exceeded;
23 and

24 (3) No elevation exceeding ten (10) feet shall be located closer than twenty-five
25 (25) feet from any property line.

26 (G) [*Illegal Fill Prohibited.*] No person shall bring illegal fill onto a portion of a
27 lot. Failure of any person to remove such illegal fill within forty-eight (48)
28 hours after receipt of a Notice of Violation shall constitute a violation of this
29 article.

30 (H) [*Abatement of violations relating to illegal land fill.*] If the illegal land fill
31 violation is not corrected within twelve (12) months following notice, the
32 Town may correct the violation by clearing the property or causing it to be
33 cleared, removing or causing the removal of the illegal fill or conducting such
34 other activity necessary to bring the property into compliance with this article.
35 The Town shall send notice by mail to the responsible party specifying the
36 costs of removal, administrative costs, including the cost of prosecution, and
37 requesting payment within thirty (30) days of the mailing.

38 * * *

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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., Town Attorney
1001.2390.01

Key: Underlined text is added and ~~stricken~~ text is deleted.



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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: Debra Ruesga, Deputy Town Clerk
DATE: 10/26/2023
SUBJECT: 2024 Supervisor of Elections Municipal Election Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

Performing all the services associated with conducting a municipal election would be a tremendous burden for Town staff to accomplish given their other responsibilities and the myriad legal requirements for each task. The Town has utilized the services of the Broward County Supervisor of Elections (COUNTY SOE) in all past elections to reduce that burden.

Joe Scott, COUNTY SOE has requested that all municipalities utilizing COUNTY SOE to conduct their elections enter into a new agreement outlining the services they will perform and the Town's responsibilities. The Town of Southwest Ranches desires to enter into this Agreement with the COUNTY SOE under the terms and conditions set forth hereinafter.

Fiscal Impact/Analysis

While there is no costs associated with entering into this agreement, final election costs will be based on a number of factors including number of ballot styles, charter questions, and number of poll workers assigned.

An estimate for the November elections has been provided by the SOE included herein as Exhibit B.

Staff Contact:

Debra Ruesga, Deputy Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
2024 SOE Agreement Resolution - Ta Approved	10/17/2023	Resolution
Exhibit A - Municipal Elections Agreement	10/17/2023	Exhibit
Exhibit B - Municipal Election Cost Estimate	10/17/2023	Exhibit

RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR MUNICIPAL ELECTIONS SERVICES; AUTHORIZING THE MAYOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, performing all of the services associated with conducting a municipal election would be a tremendous burden for Town staff; and

WHEREAS, the Town has utilized the services of the Broward County Supervisor of Elections ("Broward SOE") in all past elections to reduce that burden; and

WHEREAS, Joe Scott, the Broward SOE has requested that all municipalities utilizing the Broward SOE to conduct their elections enter into a new agreement outlining the services they will perform and the Town's responsibilities; and

WHEREAS, the Town of Southwest Ranches desires to enter into this Agreement with the Broward SOE 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 between the Town of Southwest Ranches and the Broward SOE for municipal election services as outlined in the Agreement attached hereto, and incorporated herein by reference, as Exhibit "A".

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

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

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

Ranches, Florida, this 26th day of October, 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
1001.2392.01

MUNICIPAL ELECTIONS AGREEMENT

This Municipal Elections Agreement is between the Broward County Supervisor of Elections, a Broward County Constitutional Officer (“Supervisor”), and _____, a municipal corporation (“Municipality”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

- A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor’s duties, functions, and responsibilities are the engagement, training, and assigning of Poll Workers (as hereinafter defined), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes.
- B. Chapter 75-350, Laws of Florida (Special Acts 1975), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, and other matters affecting elections for all municipalities within Broward County, Florida.
- C. Municipality is responsible for all costs associated with conducting any of its elections, including without limitation all “election costs” as defined in Section 97.021(15), Florida Statutes.
- D. Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist Municipality in selecting and training Poll Workers and conducting municipal election(s) in Broward County, Florida. Municipality desires to delegate to Supervisor the power, duty, and authority to conduct Municipality’s election(s) pursuant to the terms, conditions, and provisions of this Agreement.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable federal, state, county, municipal, or other government entity laws, rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapter 75-350, Laws of Florida (Special Acts of 1975), as amended, the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.
- 1.2. **Broward County Supervisor of Elections or Supervisor** means Joe Scott in his official capacity as the Broward County Supervisor of Elections or the then-current duly elected or appointed successor, as applicable.
- 1.3. **Election Fees** means all fees, costs, charges, and expenses associated with the Municipal Elections and Supervisor’s performance of the Election Services, including without limitation “election costs” as defined in Section 97.021(15), Florida Statutes, and amounts paid or due to Poll Workers.

1.4. **Election Services** means the duties, functions, obligations, and work required by Supervisor to conduct the Municipal Elections and any additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.5. **Municipal Election(s)** means the Municipality's elections within the scope of Article 2 of this Agreement or within the scope of any amendment to this Agreement.

1.6. **Stand-Alone Election(s)** means a municipal election held when only municipal races are on the ballot and there is no early voting period, or when no other federal or state election is being held.

1.7. **Poll Worker(s)** means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Locations on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on Supervisor's website at: <https://www.browardvotes.gov/Poll-Worker-Information/Become-a-Poll-Worker>.

1.8. **Polling Location(s)** means a building designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

ARTICLE 2. SCOPE OF ELECTION SERVICES

2.1. Municipal Elections. Municipality hereby engages Supervisor to perform Election Services in connection with the Municipal Elections regularly scheduled to occur in _____. If Municipality desires Supervisor to perform Election Services for any special or additional municipal elections other than those regularly scheduled during the Term ("Additional Elections"), the terms, conditions, and services relating to such Additional Elections shall be agreed to by both Parties and set forth in an amendment executed pursuant to the terms of this Agreement.

2.2. Cost Estimates. Supervisor has provided to Municipality, and Municipality acknowledges receipt of, the applicable schedule of Election Fees. A current estimate of the Election Fees associated with the applicable Municipal Elections is attached hereto as Exhibit A ("Cost Estimate"). The Cost Estimate is subject to adjustment based on the actual costs incurred by Supervisor and does not include other necessary costs as provided for in Section 3.8 of this Agreement, if any.

2.3. Final Invoice. For each Municipal Election, Supervisor will provide Municipality with a final invoice, which includes the actual Election Fees associated with the applicable Municipal Election, within six (6) months after the date of the applicable Municipal Election ("Final Invoice").

2.4. Polling Locations. Except as otherwise provided in Section 3.2 and Applicable Law, Supervisor shall select and designate Polling Locations (including early voting locations) in Supervisor's sole and absolute discretion.

2.5. Poll Workers. Except as otherwise provided by Applicable Law, Supervisor shall select, hire, assign, and train an appropriate number of Poll Workers for the Municipal Elections, as determined by Supervisor in Supervisor's sole and absolute discretion.

2.6. Payment of Poll Workers. Supervisor shall set the pay rate for Poll Workers and pay Poll Workers in accordance with Applicable Law.

2.7. County Voting System. Except as otherwise required by Applicable Law, Supervisor shall use Broward County's current voting equipment and systems in the performance of the Election Services, and Supervisor shall determine, in Supervisor's sole and absolute discretion, the manner in which to use such voting systems and the type and number of such equipment to be used for each applicable Municipal Election.

2.8. Vote by Mail. If the Municipal Elections will be conducted during a federal or state election, Supervisor shall provide vote by mail/absentee ballots to Municipality's residents in the same manner as the federal or state election pursuant to Applicable Law. Vote by mail ballots for any Stand-Alone Election shall be subject to Supervisor's sole and absolute discretion, and Municipality shall pay Supervisor for any fees and costs associated with any such vote by mail operations and materials.

ARTICLE 3. MUNICIPALITIES OBLIGATIONS

3.1. Supervisor's Compensation and Method of Payment. For each applicable Municipal Election, Municipality shall reimburse Supervisor for the Elections Fees incurred and for any other necessary costs as provided for in Section 3.8 herein. Municipality shall timely pay Supervisor all amounts invoiced by Supervisor within thirty (30) days after receipt of Supervisor's Final Invoice. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's authorized designee. Municipality's payment obligation includes all Election Fees incurred by Supervisor, including any other necessary costs as provided for in Section 3.8 herein, which may be in excess of the Cost Estimate attached as Exhibit A or otherwise provided to Municipality by Supervisor.

3.2. Polling Locations. Not less than sixty (60) days prior to the date of the applicable Municipal Election, Municipality may provide in writing to Supervisor proposed Polling Locations for such Municipal Election, which locations shall be subject to final review and approval by Supervisor. Municipality shall provide copies of the rental agreements or other documentation for the utilization of the Polling Locations consistent with the provisions of this section. For Municipal Elections conducted during a federal or state election, the Polling Locations will be determined by Supervisor in Supervisor's sole and absolute discretion.

3.2.1. Use of Polling Locations. For each applicable Municipal Election, Supervisor shall pay the rental costs and fees for the use of Polling Locations and such costs shall be included in the Election Fees set forth in the Cost Estimate and the Final Invoice for reimbursement by Municipality.

3.2.2. Municipality's Additional Responsibilities for Polling Locations. Municipality is responsible for: (a) providing adequate security for the Polling Location(s); (b) fully cooperating with Supervisor to comply with any Applicable Law related to the Polling Location(s), including any standards or guidelines from the Florida Secretary of State's Division of Elections; (c) ensuring compliance with Supervisor's then-existing security standards for Polling Locations; (d) entering into written use, license, or other rental agreements for the use of the sites on the terms and conditions set forth in

any form(s) provided by Supervisor for such purpose or otherwise approved in advance by Supervisor; (e) the repair and maintenance of the Polling Location(s) in good structural and safe condition in compliance with Applicable Law, including without limitation the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act; and (f) ensuring that the Polling Locations comply with all other Applicable Laws.

3.2.3. Polling Location Changes. Municipality shall be responsible for and shall pay all costs incurred by Supervisor as a result of Polling Location changes requested by Municipality, including all costs associated with providing written notice to voters.

3.3. Cooperation with Supervisor. Municipality shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with Supervisor's performance of the Election Services and any other applicable duties and obligations under this Agreement.

3.4. No Legal Advice; Municipality's Responsible Person. Municipality shall be responsible for obtaining its own legal advice and determinations of Applicable Law related to the Municipal Elections, including candidate qualifications and eligibility, petitions, referendums, and special elections. Municipality acknowledges and agrees that Supervisor has no obligation to and expressly disclaims the provision of any legal advice, legal opinions, and legal guidance to Municipality in connection with the performance of Supervisor's obligations under this Agreement. Prior to each Municipal Election, Municipality shall identify in writing and provide to Supervisor the contact information for the municipal official(s) who shall act as Supervisor's point of contact for Municipality and who shall also be the municipal official responsible for ensuring the performance and oversight of Municipality's obligations in this Agreement with regard to the Municipal Election ("Municipality's Responsible Person").

3.5. Candidate Qualifications. Subject to Applicable Law, Municipality shall be responsible for and shall conduct any municipal candidate qualifications, determinations of eligibility to run, and collection of any election assessment. Municipality shall accept and process all qualifying papers and fees from such candidates and, at the end of the qualification period, Municipality shall promptly provide Supervisor with a list of all qualified candidates. If Municipality requires Supervisor to verify signatures for candidate qualifying petitions or any other petitions permitted under Applicable Law, Municipality shall pay Supervisor's fees and costs for such verifications and Supervisor shall perform such verifications in the same manner it performs verifications for state candidates, except as provided by Applicable Law.

3.6. Notifications. Municipality shall be responsible for providing and publishing all public notices and any other required notices to candidates, political parties, and political committees, including without limitation recount notices.

3.7. Ballots; Other Election Material; and Translations. Upon conclusion of the qualifying period, Municipality shall furnish immediately to Supervisor all ballot information in English, Spanish, and Creole, including the name of the candidates as they are to appear on the ballot and any pronunciation guides, the name of Municipality, the name of the Municipal Election, the titles of office(s), and any referendum titles, explanations, or questions. Municipality shall be solely

responsible for all translation costs. Further, Municipality agrees to promptly approve layout and ballot proof(s) provided by Supervisor, and Municipality shall be responsible for and shall ensure that all Municipal Election materials, including required notices and ballots, are accurate and legally sufficient.

3.8. Other Necessary Costs. Municipality shall reimburse Supervisor for any additional costs or fees not otherwise expressly provided for in this Agreement incurred as a result of a Municipal Election, including without limitation, costs associated with conducting a recount, attorneys' fees and costs incurred by Supervisor in any matter related to a Municipal Election, and costs caused by any negligence, mistake, or intentional act or omission by Municipality, its employees, officers, commissioners, or agents.

ARTICLE 4. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5. NOTICES AND PUBLIC RECORDS

5.1. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

Notices to Supervisor:

Attn: Joe Scott, Supervisor of Elections
115 South Andrews Avenue, Room 102
Fort Lauderdale, Florida 33301
E-mail: jscott@browardvotes.gov

With a copy to:

Broward County Attorney's Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

Notices to Municipality:

Attn: _____ (name and title)

Email address: _____

With a copy to:

Email address: _____

5.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. In providing the Election Services, Supervisor does not assume and expressly disclaims any designation or delegation as custodian of Municipality’s election records. In the event of an election contest or challenge, Supervisor agrees to cooperate in providing any public records that the Supervisor maintains or otherwise controls.

ARTICLE 6. Disputes; Governing Law, Venue, and Waiver of Jury Trial

6.1. Dispute Resolution; Attorneys’ Fees. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys’ fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels.

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

ARTICLE 7. TERM; TERMINATION

7.1. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be from the date of its full execution (the “Effective Date”) until sixty (60) days after the election results has been certified, all vote processing equipment has been returned to Supervisor’s warehouse, and an audit, if applicable, has been completed for the last regularly scheduled Municipal Election covered by this Agreement.

7.2. Unless a Municipal Election is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, Supervisor shall be paid for the Election Fees incurred through the effective date of termination and any other necessary costs provided for in Section 3.8. The payment obligations of Municipality under this Agreement shall survive expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor'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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.2. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.3. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4. Amendments. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

8.6. Joint Preparation and Interpretation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise

requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

8.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

8.9. Independent Contractor. Supervisor is acting as an independent contractor for Municipality in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10. Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8.12. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and MUNICIPALITY, signing by and
through its _____ duly authorized to execute same.

SUPERVISOR

By: _____
Joe Scott, Broward County Supervisor of Elections

_____ day of _____, 202_

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

MUNICIPAL ELECTIONS AGREEMENT

MUNICIPALITY

ATTEST:

By: _____

, City Clerk

_____ day of _____, 202__

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

, City Attorney

EXHIBIT A - Municipal Election Cost Estimate

Description	Cost per registered voter in Municipality
Election Fees for March Elections (if a Presidential Preference Primary) and November General Elections:	
Ballot Materials	\$0.70
Each Extra Ballot Page Side	(\$0.15 x number of registered voters)
Stand-Alone Election	\$3.35
Estimate of Municipality's Total Number of Registered Voters: 6,068	Estimated March Election (if PPP) and November General Election Cost: \$4,250 (rounded) Estimated cost with extra ballot page(s): \$5,160 w/ extra 1 page \$6,070 w/ extra 2 pages

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**FIRST BUDGET HEARING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida**

Thursday 6:00 PM

September 14, 2023

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

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

Keith Poliakoff, Town Attorney

Council Member David Kuczenski

First Budget Public Hearing of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The hearing, having been properly noticed, was called to order by Mayor Breitkreuz at 6:11 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Administration Comments

Town Administrator Berns advised this was the first budget hearing and indicated this is the second to last stop in the budget process. He stated the final solid waste assessment and fire assessment rates would be approved this evening, and it would be the first reading of the millage rate resolution and the budget ordinance. He thanked the Town Council for their cooperation during the budget process and recognized the outstanding work of the Finance Department and the department directors. He then turned the meeting over to Town Financial Administrator Lopez for the presentation.

4. Presentation by Finance

Town Financial Administrator Lopez narrated the PowerPoint presentation in detail which illustrated the Town's final solid waste assessments, final fire assessment of \$758.63 for residential properties, and a total tentative millage rate of 3.9000 and the proposed budget for fiscal year 2024. He concluded the presentation by asking Council to approve the fire and solid waste assessments and for their direction regarding the millage rate and budget.

Millage Rate and Budget Hearing

Resolutions

5. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA PROVIDING FINDINGS; PROVIDING PURPOSE; PROVIDING FOR PROVISION AND FUNDING OF FIRE PROTECTION SERVICES; PROVIDING FOR IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; APPROVING THE FINAL FIRE SERVICES ASSESSMENT RATES AND FINAL ROLL RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE TOWN FOR FISCAL YEAR 2023-24; CONFIRMING AN EXEMPTION FOR VETERAN'S WITH SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; PROVIDING FOR EFFECT OF ADOPTION OF RESOLUTION;

PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

6. 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 FOR FY 2023-2024 COMMENCING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING AUTHORITY FOR SOLID WASTE SERVICES ASSESSMENTS; PROVIDING PURPOSE AND DEFINITIONS; PROVIDING FINDINGS; INCORPORATING THE SOLID WASTE SPECIAL ASSESSMENT METHODOLOGY REPORT; PROVIDING FOR AN EXEMPTION FOR VETERAN'S SERVICE-CONNECTED TOTAL AND PERMANENT DISABILITY; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

Tentative Millage Rate Resolution

Tentative Millage Rate Resolution

7. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AND ADOPTING THE TENTATIVE MILLAGE RATE FOR TAXATION OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF SOUTHWEST RANCHES FOR THE FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION WITH THE FOLLOWING CHANGE: TO ADD AN ADDITIONAL \$20,000 TO THE BUDGET FOR RESTORATION OF THE MULCH AT THE EQUESTRIAN PARK PLAYGROUND, THE FUNDS TO BE TAKEN FROM THE UNASSIGNED FUND BALANCE.

Ordinance-1st Reading

7. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION WITH THE FOLLOWING CHANGE: TO ADD AN ADDITIONAL \$20,000 TO THE BUDGET FOR RESTORATION OF THE MULCH AT THE EQUESTRIAN PARK PLAYGROUND, THE FUNDS TO BE TAKEN FROM THE UNASSIGNED FUND BALANCE.

8. Adjournment

Meeting was adjourned at 6:48 p.m.

Respectfully submitted:

Debra Ruesga, Deputy Town Clerk

Adopted by the Town Council on this 26th day of October, 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.

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**SECOND BUDGET HEARING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida**

Thursday 6:00 PM

September 28, 2023

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

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

Keith Poliakoff, Town Attorney

Second Public Budget Hearing 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 6:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

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

MOTION: TO EXCUSE COUNCIL MEMBER KUCZENSKI'S ABSENCE.

3. Administration Comments

Town Administrator Berns welcomed the Town Council to the budget meeting and advised that at the conclusion of the meeting the approved budget will take effect October 01, 2023. He thanked Town Council for their cooperation and input during the budget process. He commended the Town Finance Department for all their dedication and hard work on the budget. He then turned the meeting over to Town Financial Administrator Lopez for the presentation.

4. Presentation by Finance

Town Financial Administrator Lopez thanked Town Council and Town Administrator Berns for their guidance and help during the budget process. He also praised Town staff for their hard work during the process and thanked them for their help. He advised Council that the installation of the budget software program has been finalized and will be implemented during next year's budget cycle. Town Financial Director Lopez and Town Controller Richard Strum then narrated a PowerPoint presentation which included a final millage rate of 3.9000. He noted the only change to the budget since the September 14th first budget hearing, was the addition of the \$20,000 to the Surface Material Replenishment line item as requested by Council at the First Budget hearing held September 14th, 2023.

Millage Rate and Budget Resolution

Resolutions

5. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA RANCHES, FLORIDA APPROVING AND ADOPTING THE FINAL MILLAGE RATE FOR TAXATION OF REAL PROPERTY LYING WITHIN THE BOUNDARIES OF THE TOWN OF

SOUTHWEST RANCHES FOR THE FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

Ordinance - 2nd Reading

6. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE BUDGET OF THE TOWN OF SOUTHWEST RANCHES FOR FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR A BUDGET BASIS; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - September 14, 2023}

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

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

7. Adjournment

Meeting was adjourned at 6:27 p.m.

Respectfully submitted:

Debra Ruesga, Deputy Town Clerk

Adopted by the Town Council on this 26th day of October, 2022.

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.