



# Southwest Ranches Town Council

**REGULAR MEETING**  
 Agenda of February 8, 2024

Southwest Ranches Council Chambers  
**7:00 PM Thursday**

13400 Griffin Road  
 Southwest Ranches, FL 33330

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

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

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

**Presentations**

3. **The Cioli Group - '24 SWR Country Fair Presentation**
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**

**Resolutions**

9. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR FILM PERMITTING, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, REPEALING RESOLUTION 2024-012 AND AUTHORIZING THE ISSUANCE OF A NEW PURCHASE ORDER BY PIGGYBACKING OFF OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT # FSA23-VEL31.0, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO GARBER FORD, INC. IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS \$55,000.00 TO PURCHASE A NEW MULTI-PURPOSE VEHICLE FOR THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK OF GSA CONTRACT (US # GSA-GS-35F-0592S) FOR THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$30,750.00) TO LENOVO (UNITED STATES) INC. FOR LENOVO LAPTOPS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICE TO 14251 MUSTANG TRAIL, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICE TO 13201 LURAY ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

#### Discussion

14. Settlement Agreement: Vidal/Luigi's
15. Proactive Code Enforcement Categories
16. Approval of Minutes
  - a. October 12, 2023 Regular Meeting Minutes
  - b. October 26, 2023 Regular Meeting Minutes
  - c. November 16, 2023 Regular Meeting Minutes
  - d. December 12, 2023 Ethics Training Meeting Minutes

**e. December 14, 2023 Regular Meeting Minutes**

**17. 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.

This page  
intentionally left blank



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

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

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitreuz and Town Council  
**VIA:** Russell C. Muñoz, Town Administrator  
**FROM:** Debra Ruesga, Deputy Town Clerk  
**DATE:** 2/8/2024  
**SUBJECT:** Film Permitting ILA - Broward County and Southwest Ranches

---

### **Recommendation**

Town Council consideration for a motion to approve the resolution.

### **Unanimous Vote of the Town Council Required?**

No

### **Strategic Priorities**

E. Cultivate a Vibrant Community

### **Background**

To make Broward County (the “County”) a more desirable destination for film, television, and other entertainment productions (“Productions”), the County and the Town of Southwest Ranches believe it is beneficial to establish uniform processes for the application, issuance, and management of permits for Productions.

Sections 20-261, et seq., Broward County Code of Ordinances (“Film Permit Ordinance”), authorizes the County to enter into interlocal agreements with municipalities (each a “Participating Municipality”) whereby the Broward County Film Commission (“Film Commission”) will act as a “one-stop shop” for Productions to apply for and obtain film permits.

The Town desires to engage the County to perform film permitting services on its behalf in accordance with the terms of this Agreement.

The Town Council of the Town of Southwest Ranches deems it beneficial to enter into this Inter Local Agreement (“ILA”) with Broward County and other participating municipalities to facilitate the requests for film productions and standardized processes.

**Fiscal Impact/Analysis**

None

**Staff Contact:**

Russell C. Muñiz, Town Administrator

**ATTACHMENTS:**

Description	Upload Date	Type
Reso - Film Permitting ILA	2/2/2024	Resolution
Film Permitting Interlocal Agreement	2/2/2024	Agreement

**RESOLUTION 2024 - XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENTERING INTO AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR FILM PERMITTING, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY AND PROPER TO ERECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, to make Broward County (the "County") a more desirable destination for film, television, and other entertainment productions ("Productions"), the County and the Town of Southwest Ranches believe it is beneficial to establish uniform processes for the application, issuance, and management of permits for Productions; and

**WHEREAS**, Sections 20-261, et seq., Broward County Code of Ordinances ("Film Permit Ordinance"), authorizes the County to enter into interlocal agreements with municipalities (each a "Participating Municipality") whereby the Broward County Film Commission ("Film Commission") will act as a "one-stop shop" for Productions to apply for and obtain film permits; and

**WHEREAS**, the Town desires to engage the County to perform film permitting services on its behalf in accordance with the terms of this Agreement; and

**WHEREAS**, the Town Council of the Town of Southwest Ranches deems it beneficial to enter into this Inter Local Agreement ("ILA") with Broward County and other participating municipalities to facilitate the requests for film productions and standardized processes.

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

**Section 1.** The "WHEREAS" clauses set forth above are true and correct and incorporated herein by this reference.

**Section 2.** The Town Council of the Town of Southwest Ranches hereby approves the terms and conditions of the Interlocal Agreement for Film Permitting with Broward County, Florida, which is attached hereto as Exhibit "A" and incorporated herein by reference.

**Section 3.** The proper Town of Southwest Ranches officials are hereby authorized and directed to execute any and all documents necessary and proper to effectuate the intent of this Resolution.

**Section 4.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**Section 5.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 8<sup>th</sup> day of February 2024, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz	_____	Ayes	_____
Kuczynski	_____	Nays	_____
Allbritton	_____	Absent	_____
Hartmann	_____		
Jablonski	_____		

\_\_\_\_\_  
Steve Breitkreuz, Mayor

ATTEST:

\_\_\_\_\_  
Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney  
1001.2024.10



## INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF SOUTHWEST RANCHES FOR FILM PERMITTING

This Interlocal Agreement Between Broward County and Town of Southwest Ranches for Film Permitting (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Town of Southwest Ranches, a municipal corporation (“Municipality”) (each a “Party” and collectively referred to as the “Parties”).

### RECITALS

A. To make Broward County a more desirable destination for film, television, and other entertainment productions (“Productions”), County and Municipality believe it is beneficial to establish uniform processes for the application, issuance, and management of permits for Productions.

B. Sections 20-261, et seq., Broward County Code of Ordinances (“Film Permit Ordinance”), authorizes County to enter into interlocal agreements with municipalities (each a “Participating Municipality”) whereby the Broward County Film Commission (“Film Commission”) will act as a “one-stop shop” for Productions to apply for and obtain film permits.

C. Municipality desires to engage County to perform film permitting services on its behalf in accordance with the terms 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

All defined terms in Sections 20-261 through 20-265 of the Film Permit Ordinance shall have the same meanings when used in this Agreement.

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contract Administrator** means the Film Commissioner, or such other person as designated by the Film Commissioner in writing.

1.5. **County Administrator** means the administrative head of County appointed by the Board.

1.6. **Municipal Film Permit** means a film permit issued by County on behalf of Municipality for a Production to engage in filming activities on Specified Property located within Municipality.

1.7. **Specified Property** means property that is owned or controlled by Broward County or by a Participating Municipality, including but not limited to a building, structure, facility, roadway, right of way, or other real property; and any other property for which Broward County or a Participating Municipality requires a permit for a Production.

## ARTICLE 2. SCOPE OF SERVICES

2.1. Purpose. During the Term (as defined herein), County, through its Film Commission, on behalf of Municipality, shall receive applications for and issue Municipal Film Permits in accordance with the Film Permit Ordinance and this Agreement.

2.2. Guidelines. In addition to the requirements stated in the Film Permit Ordinance, Municipality's specific Municipal Film Permit Guidelines ("Guidelines"), which are attached to this Agreement as **Exhibit A**, shall govern the issuance of Municipal Film Permits. Municipality may amend these Guidelines at any time during the Term with at least thirty (30) business days' advance written notice to the Contract Administrator. Any Municipal Film Permit application received by County prior to the effective date of Municipality's notice to County of a change to the Guidelines shall continue to be processed under the Guidelines in effect. If County believes Municipality's requested change to the Guidelines may subject County to potential claims or liabilities (e.g., potential constitutional or civil rights liability), County shall have the right to reject the change, or applicable portion thereof, to the Guidelines after providing Municipality with written notice of same. Unless Municipality provides written notice to County objecting to County's rejection within seven (7) business days after receipt of notice from County, County may proceed to process applications and issue Municipal Film Permits in accordance with the amended Guidelines, excluding any portion thereof rejected by County pursuant to this section. If Municipality timely objects to County's rejection regarding a changed Guideline, and the Parties cannot resolve their disagreement within ten (10) business days after Municipality provides County notice of its objection, County may, at its option, immediately terminate this Agreement by giving written notice to Municipality of such termination.

2.3. Specified Property Photos. Municipality may provide County photographs of Specified Property areas or facilities that Municipality wishes to promote for the use of film production. If so provided, County agrees to make this material available to applicable Productions.

2.4. Municipal Approval/Rejection of Application. County, upon receipt of a properly completed Municipal Film Permit application, shall forward the permit application to Municipality for Municipality's review and approval. Municipality, in its sole discretion, shall direct County to approve or reject the Municipal Film Permit application. County shall not issue a Municipal Film Permit unless and until Municipality provides written approval of the Municipal Film Permit application. Municipality's indemnification obligations under Article 4 of this Agreement include any Claim (as defined in Article 4) relating to Municipality's lack of approval of a Municipal Film Permit or Municipality's direction to County to not issue a Municipal Film Permit.

2.5. Municipal Fees/Charges; Collections. Municipality shall inform County of any Municipal Film Permit fees or charges assessed for a Production’s use of Specified Property, and County shall advise applicants of those fees and charges. Municipality will be solely responsible for the billing and collection of any Municipal Film Permit fees or charges assessed for a Production’s use of Specified Property, and County is not liable for any such charges if unpaid. County shall not issue a Municipal Film Permit for a Production until Municipality provides the Contract Administrator written notice that the Production has paid all required permit fees, administrative costs, and any Special Services fees.

2.6. Copy of Permit. Upon County’s issuance of a Municipal Film Permit, the Contract Administrator shall provide the Municipal Liaison (as defined in Section 6.1, below) with a copy of such permit, including all special terms and conditions associated therewith.

2.7. No Management or Oversight of Production. Upon issuance of a Municipal Film Permit, County shall have no management or oversight responsibility regarding the Production’s activities. If Municipality determines that the Production is not complying with, or has failed to comply with, any provision of the Guidelines, the Film Permit Ordinance, or the Municipal Film Permit, Municipality shall notify the Contract Administrator in writing regarding such matters and County, through the Contract Administrator, in their sole discretion, may elect to suspend or revoke the Production’s Municipal Film Permit in accordance with the Film Permit Ordinance.

### **ARTICLE 3. TERM AND TIME OF PERFORMANCE**

3.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and shall continue for a period of one (1) year after the Effective Date (“Initial Term”). After the Initial Term, this Agreement shall automatically renew for additional one (1) year terms (each an “Extension Term”), unless earlier terminated in accordance with this Agreement. The Initial Term and Extension Term(s) are collectively referred to as the “Term.”

3.2. Termination. Either Party may terminate this Agreement for any reason by giving written notice to the other Party at least thirty (30) days prior to the effective date of termination. Notwithstanding any termination of this Agreement by either Party, all Municipal Film Permits issued by County for Specified Property prior to the effective date of such termination shall remain valid and be honored by Municipality. The Contract Administrator is authorized to terminate this Agreement on behalf of County.

### **ARTICLE 4. GOVERNMENTAL IMMUNITY; MUNICIPALITY INDEMNIFICATION OF COUNTY; HOLD HARMLESS**

4.1. Sovereign Immunity. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included in this Agreement be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement or any other contract.

4.2. Indemnification. To the greatest extent permitted under Florida law, Municipality shall indemnify, hold harmless, and defend County and all of County’s current, past, and future officers, agents, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by: (a) utilization of Municipality’s Guidelines in connection with the issuance or rejection of any Municipal Film Permit (including, without limitation, any alleged unconstitutionality or illegality of such Guidelines); (b) any breach of this Agreement by Municipality; (c) any negligent act or omission of Municipality, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement; or (d) a Production’s use of Specified Property or a Production’s failure to comply with the terms and conditions of a Municipal Film Permit (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Municipality shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

#### **ARTICLE 5. INSURANCE**

County is a self-insured governmental entity subject to the limitations set forth in Section 768.28, Florida Statutes, and, upon request by Municipality, shall provide Municipality with written verification of liability protection in accordance with state law. If Municipality is a self-insured governmental entity, it shall, upon request by County, provide County with written verification of liability protection in accordance with state law. If Municipality is not self-insured, Municipality shall maintain throughout the Term any and all policies of insurance as may be requested by County, in amounts determined by County in its reasonable discretion, necessary to satisfy Municipality’s indemnification obligations stated in this Agreement.

#### **ARTICLE 6. MISCELLANEOUS**

6.1. Contract Administrator Authority; Municipal Liaison. The Contract Administrator is authorized to coordinate and communicate with Municipality in connection with the performance of this Agreement, including the exercise of ministerial authority in connection with the day-to-day management of this Agreement. Municipality shall appoint a representative to act as liaison (“Municipal Liaison”) to the Film Commission. The Municipal Liaison will coordinate with the Contract Administrator regarding Municipal Film Permit applications received by County for use of Specified Property located in Municipality by Productions, and shall manage the use of such Specified Property by the Production after the Municipal Film Permit is issued by County.

6.2. Public Records. Each of the Parties is a public entity required to comply with Florida’s Public Records Act, and each shall fulfill all required obligations under Chapter 119, Florida Statutes. If a public records request is directed to a Party, that Party shall be responsible for responding to such public records request. If a Party receiving a public records request seeks records from the other Party to respond to the public records request, the other Party will

provide any responsive public records so as to enable the Party that received the public records request to respond as required.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FOLLOWING: FOR MUNICIPALITY INQUIRIES TO COUNTY: (954) 357-6400, OESBDADMIN@BROWARD.ORG, 115 S ANDREWS AVENUE, ROOM A680, FORT LAUDERDALE, FLORIDA 33301. FOR COUNTY INQUIRIES TO MUNICIPALITY: (954) 434-0008, RECORDS@SOUTHWESTRANCHES.ORG, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.**

6.3. Regulatory Capacity. Notwithstanding the fact that each Party to this Agreement is a political subdivision with certain regulatory authority, each Party's performance under this Agreement is as a party to this Agreement and not its regulatory capacity. If County or Municipality exercises their regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to that Party's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner as a party to this Agreement.

6.4. Third-Party Beneficiaries. Neither Municipality nor County intends to directly or substantially 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.

6.5. Notices. 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 email, 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.

FOR COUNTY:

Broward County Office of Economic & Small Business Development  
Attn: Film Commission / Film Lauderdale  
115 South Andrews Avenue, Room A680  
Fort Lauderdale, Florida 33301  
Email address: film@filmlauderdale.org

FOR MUNICIPALITY:

Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, Florida 33330  
Attn: Russell Muñiz, Town Administrator  
Email address: rmuniz@southwestranches.org

6.6. 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. County'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.

6.7. Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, tropical storm, public health emergency, epidemic/pandemic, earthquake, or other casualty caused by nature; or by labor strike or war; or by any law, order, proclamation, regulation, or an ordinance of any governmental agency, including by either of the Parties (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt written notice to the other Party, shall be excused from such performance to the extent caused by the Force Majeure Event, provided that the Party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; and further provided that if such nonperformance exceeds fifteen (15) business days, the Party that is not prevented from performance by the Force Majeure Event shall have the right to immediately terminate this Agreement upon written notice to the Party so affected. This section shall not supersede or prevent the exercise of any right a Party may otherwise have to terminate this Agreement.

6.8. Compliance with Laws; Equal Opportunity. Each Party must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.

6.9. Severability; Survivability. 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. The following sections of this Agreement shall survive the expiration or earlier termination of this Agreement: Section 2.4, Section 4.2, Section 6.2, and Section 6.13.

6.10. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

6.11. Interpretation. 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. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

6.12. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

6.13. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. 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 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.**

6.14. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Municipality.

6.15. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

6.16. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibit(s) are incorporated into and made a part of this Agreement.

6.17. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed electronically or physically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

*The remainder of this page is intentionally blank.*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Film Commissioner authorized to execute same by Board action on the 23rd day of May, 2023 and Municipality, signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its Film Commissioner

By: \_\_\_\_\_  
Film Commissioner

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
Javier Navas (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Sandy Steed (Date)  
Senior Assistant County Attorney



**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY  
AND TOWN OF SOUTHWEST RANCHES FOR FILM PERMITTING**

**FLORIDA**

MUNICIPALITY

TOWN OF SOUTHWEST RANCHES

ATTEST:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Debra Ruesga, Town Clerk

\_\_\_\_\_  
Steve Breitkreuz  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
Keith Poliakoff, Town Attorney

This page  
intentionally left blank

**Exhibit A**  
**Municipal Film Permit Guidelines**

- Permit applicant/production company must provide a certificate of insurance that additionally insures the Town of Southwest Ranches with the following certificate holder language:

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

Certificates of insurance must include a policy which provides at least \$1,000,000 of Comprehensive General Liability for each instance of claim. Other caveats apply on a per project basis.

This page  
intentionally left blank



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

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Russell Muniz, Town Administrator  
**FROM:** Debra Ruesga, Town Clerk  
**DATE:** 2/8/2024  
**SUBJECT:** New Town Vehicle Purchase

---

#### **Recommendation**

Town Council consideration for a motion to approve the resolution.

#### **Unanimous Vote of the Town Council Required?**

No

#### **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management

#### **Background**

On November 16, 2023 the Town Council adopted Resolution 2024-012 which authorized the issuance of a Purchase Order in an amount not to exceed Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00) to purchase a 2024 Ram 1500 through Garber Chrysler Dodge Truck, Inc. in accordance with the Florida Sheriffs Association Contract # FSA23-VEL31.0.

Subsequent to the adoption of the resolution the Town was notified that the ordering window for 2024 Ram 1500 vehicles had closed thereby preventing the Town from placing the order. The Town has identified an alternative quote through Garber Ford, Inc. to obtain a Ford F-150 vehicle that is similarly equipped and will satisfy the Town's needs for a utility vehicle.

This purchase remains in compliance with our procurement policy as the quote obtained is a

piggyback from the Florida Sheriffs Association Contract # FSA23-VEL31.0. The Town Council desires to issue a purchase order not to exceed fifty-five thousand dollars and zero cents (\$55,000.00) based upon the quote attached hereto as Exhibit "A" with Garber Ford, Inc.

**Fiscal Impact/Analysis**

As per the Town's vehicle replacement program, the Town budgeted \$17,500 in FY22, \$17,500 in FY23, and \$22,500 in FY24. We anticipated that future vehicles would cost approximately \$45,000 however vehicle prices continue to increase thus the increase in FY24. Accordingly, funding for the purchase of this vehicle is budgeted within the contingency account (001-3900-519-99100).

**Staff Contact:**

Russell Muniz, Town Administrator

**ATTACHMENTS:**

Description	Upload Date	Type
RESO - Town Vehicle Purchase - KP & EL APP	2/2/2024	Resolution
New Town Vehicle Quote	2/2/2024	Exhibit
New Town Vehicle Specs	2/2/2024	Exhibit

## RESOLUTION NO. 2024-XXX

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, REPEALING RESOLUTION 2024-012 AND AUTHORIZING THE ISSUANCE OF A NEW PURCHASE ORDER BY PIGGYBACKING OFF OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT # FSA23-VEL31.0; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO GARBER FORD, INC. IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$55,000.00) TO PURCHASE A NEW MULTI-PURPOSE VEHICLE FOR THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 16, 2023 the Town Council adopted Resolution 2024-012 which authorized the issuance of a Purchase Order in an amount not to exceed Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00) to purchase a 2024 Ram 1500 through Garber Chrysler Dodge Truck, Inc. in accordance with the Florida Sheriffs Association Contract # FSA23-VEL31.0; and

**WHEREAS**, subsequent to the adoption of the resolution the Town was notified that the ordering window for 2024 Ram 150 vehicles had closed thereby preventing the Town from placing the order; and

**WHEREAS**, the Town has identified an alternative quote through Garber Ford, Inc. to obtain a Ford F-150 vehicle that is similarly equipped and will satisfy the Town's needs for a utility vehicle; and

**WHEREAS**, this purchase remains in compliance with our procurement policy as the quote obtained is a piggyback from the Florida Sheriffs Association Contract # FSA23-VEL31.0; and

**WHEREAS**, the Town Council desires to issue a purchase order not to exceed Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00) based upon the quote attached hereto as Exhibit "A" with Garber Ford, Inc.; and

**WHEREAS**, the Town budgeted \$17,500 in FY2022, \$17,500 in FY2023 and increased the amount to \$22,500 in FY2024 anticipating that future vehicles will cost more than the previously projected amount of \$45,000 thus providing sufficient funding for the acquisition of this vehicle within the Contingency - Town Wide Vehicle Replacement program (001-3900-519-99100); and

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

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

**SECTION 2. AUTHORIZATION.** The Town Council hereby authorizes the issuance of a purchase order in the amount not to exceed Fifty Thousand Dollars and Zero Cents (\$55,000.00) with Garber Ford, Inc. to purchase one new 2024 Ford F-150 Super Crew 4X4; and

**SECTION 3. AGREEMENTS.** The Mayor, Town Administrator, and Town Attorney are hereby directed to enter into such agreements, and to make any such changes necessary and proper to effectuate the intent of this Resolution.

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, this 8<sup>th</sup> day of February, 2024, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**[Signatures on Next Page]**



Breitkreuz \_\_\_\_\_  
Kuczenski \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Steve Breitkreuz, Mayor

\_\_\_\_\_  
Debra Ruesga, Town Clerk

Approved as to legal Form and Correctness

\_\_\_\_\_  
Keith M. Poliakoff, Esq., Town Attorney

1001.2024.09

This page  
intentionally left blank

Southwest Ranches



Specification #	165
Unit Description	W3L

Prepared for: Prepared by:

**12/4/2023**  
 Southwest Ranches  
 Attn: Russell Muniz  
[rmuniz@southwestranches.org](mailto:rmuniz@southwestranches.org)  
 954-343-7450

**Garber Ford**  
 Dan Drake  
 (904) 264-2442 ext.2332 FAX: (904) 284-0054  
 3380 Hwy 17 Green Cove Springs, FL 32043  
[ddrake@garberautomall.com](mailto:ddrake@garberautomall.com)

**Florida Sheriffs Association**

Prices are published by the Florida Sheriffs Association ([www.fisheriffs.org](http://www.fisheriffs.org))  
 Purchasing contract number is FSA23-VEL31.0 Pursuit Administrative & Other Vehicles,  
 expiring September 30th, 2024. If you have any questions regarding this quote please call!

				Base Price South
W3L	<b>2024 Ford F-150 XLT 4WD Super Crew 5.5 Bed</b>			<b>\$48,472.00</b>
Codes	Optional Equipment	Unit Price	OEM Discount 2.00%	Net Price
W3L/6.5	Upgrade to 6.5 Bed Extended Wheelbase W3L XLT Trim Level	1,790.00		\$1,790.00
301A	Equipment Group 301A Standard	Included		\$0.00
995	Engine: 5.0L V8	Included		\$0.00
44G	Transmission: Electronic 10-Speed Automatic	Included		\$0.00
YZ	Exterior Paint Color: Oxford White	Included		\$0.00
MS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat	Included		\$0.00
X27	3.31 Axle Ratio (STD)	Included		\$0.00
<b>NON OEM OPTIONS:</b>				
TINT	Dealer Tint All Windows Legal Includes Windshield Strip	320.00		\$320.00
BUA	Dealer Installed Back Up Alarm	165.00		\$165.00
SIBL	Professional Spray In Bed Liner Linex	575.00		\$575.00
STEPS	Westin Flat Work Steps (1 HR Labor)	444.00		\$444.00
YTAG	Yellow City Tag	116.55		\$116.55
INST	1.0 Hr EVT Certified Labor @ (\$125/hr)	125.00		\$125.00
DEL	Delivery	Included		\$0.00
<b>TOTAL PURCHASE AMOUNT PER VEHICLE</b>				<b>\$ 52,007.55</b>

This page  
intentionally left blank



Vehicle: [Fleet] 2024 Ford F-150 (W3L) XLT 4WD SuperCrew 6.5' Box





Vehicle: [Fleet] 2024 Ford F-150 (W3L) XLT 4WD SuperCrew 6.5' Box (✔ Complete)

### Selected Model and Options

#### MODEL

CODE	MODEL	MSRP	MSRP
W3L	2024 Ford F-150 XLT 4WD SuperCrew 6.5' Box	\$55,630.00	\$55,630.00

#### COLORS

CODE	DESCRIPTION
YZ	Oxford White

#### ENGINE

CODE	DESCRIPTION	MSRP	MSRP
995	Engine: 5.0L V8 -inc: auto start-stop technology (STD)	\$0.00	\$0.00

#### TRANSMISSION

CODE	DESCRIPTION	MSRP	MSRP
44G	Transmission: Electronic 10-Speed Automatic -inc: SelectShift w/progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)	\$0.00	\$0.00

#### OPTION PACKAGE

CODE	DESCRIPTION	MSRP	MSRP
301A	Equipment Group 301A Standard	\$0.00	\$0.00

#### AXLE RATIO

CODE	DESCRIPTION	MSRP	MSRP
X27	3.31 Axle Ratio (STD)	\$0.00	\$0.00

#### TIRES

CODE	DESCRIPTION	MSRP	MSRP
—	Tires: 275/65R18 BSW A/T (STD)	\$0.00	\$0.00

#### PRIMARY PAINT

CODE	DESCRIPTION	MSRP	MSRP
YZ	Oxford White	\$0.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21500. Data Updated: Jan 17, 2024 6:40:00 PM PST.



Vehicle: [Fleet] 2024 Ford F-150 (W3L) XLT 4WD SuperCrew 6.5' Box (  Complete )

SEAT TYPE			
CODE	DESCRIPTION	MSRP	MSRP
MS	Black w/Medium Dark Slate, Cloth 40/20/40 Front Seat -inc: 8-way power driver seat, power driver/manual passenger lumbar, armrest w/storage and locking storage under 20% seat	\$0.00	\$0.00
<b>Options Total</b>		<b>\$0.00</b>	<b>\$0.00</b>

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
Data Version: 21500. Data Updated: Jan 17, 2024 6:40:00 PM PST.



Vehicle: [Fleet] 2024 Ford F-150 (W3L) XLT 4WD SuperCrew 6.5' Box (  Complete )

## Price Summary

### PRICE SUMMARY

	MSRP	MSRP
Base Price	\$55,630.00	\$55,630.00
Total Options	\$0.00	\$0.00
Vehicle Subtotal	\$55,630.00	\$55,630.00
Destination Charge	\$1,995.00	\$1,995.00
<b>Grand Total</b>	<b>\$57,625.00</b>	<b>\$57,625.00</b>

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21500. Data Updated: Jan 17, 2024 6:40:00 PM PST.





Vehicle: [Fleet] 2024 Ford F-150 (W3L) XLT 4WD SuperCrew 6.5' Box (✔ Complete)

## Standard Equipment

### Mechanical

- Engine: 5.0L V8 -inc: auto start-stop technology (STD)
- Transmission: Electronic 10-Speed Automatic -inc: SelectShift w/progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
- 3.31 Axle Ratio (STD)
- 50 State Emissions System
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- 70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
- 200 Amp Alternator
- Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
- Trailer Wiring Harness
- 2135# Maximum Payload
- GVWR: 7,150 lbs Payload Package
- HD Shock Absorbers
- Front Anti-Roll Bar
- Electric Power-Assist Steering
- 36 Gal. Fuel Tank
- Single Stainless Steel Exhaust w/Chrome Tailpipe Finisher
- Auto Locking Hubs
- Double Wishbone Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

### Exterior

- Wheels: 18" Chrome-Like PVD
- Tires: 275/65R18 BSW A/T (STD)
- Regular Box Style
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21500. Data Updated: Jan 17, 2024 6:40:00 PM PST.



Vehicle: [Fleet] 2024 Ford F-150 (W3L) XLT 4WD SuperCrew 6.5' Box (  Complete )

**Exterior**

- Chrome Rear Step Bumper
- Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Side Windows Trim
- Chrome Door Handles
- Black Power Heated Side Mirrors w/Manual Folding
- Fixed Rear Window w/Defroster
- Variable Intermittent Wipers
- Deep Tinted Glass
- Aluminum Panels
- Running Boards
- Black Grille w/Chrome Accents
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Integrated Storage
- Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights
- Headlights-Automatic Highbeams
- Front Fog Lamps

**Entertainment**

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
- Radio: AM/FM SiriusXM w/360L -inc: 6 speakers and auxiliary audio input jack
- Fixed Antenna

**Interior**

- Cloth 40/20/40 Front Seat -inc: 8-way power driver seat, power driver/manual passenger lumbar, armrest w/storage and locking storage under 20% seat
- Driver Seat
- Passenger Seat
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt/Telescoping Steering Column

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.  
 Data Version: 21500. Data Updated: Jan 17, 2024 6:40:00 PM PST.



Vehicle: [Fleet] 2024 Ford F-150 (W3L) XLT 4WD SuperCrew 6.5' Box (✔ Complete)

**Interior**

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer

Power Rear Windows

FordPass Connect 5G Mobile Hotspot Internet Access

Leatherette Steering Wheel

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Keypad

Cruise Control w/Steering Wheel Controls

HVAC -inc: Underseat Ducts

Voice Activated Dual Zone Front Automatic Air Conditioning

Locking Glove Box

Full Cloth Headliner

Urethane Gear Shifter Material

Interior Trim -inc: Metal-Look Instrument Panel Insert, Cabback Insulator and Chrome/Metal-Look Interior Accents

Day-Night Auto-Dimming Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 1 12V DC Power Outlet

Fade-To-Off Interior Lighting

Front And Rear Map Lights

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats

Pickup Cargo Box Lights

Smart Device Remote Engine Start

Connected Navigation Integrated Navigation System w/Voice Activation

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21500. Data Updated: Jan 17, 2024 6:40:00 PM PST.



Vehicle: [Fleet] 2024 Ford F-150 (W3L) XLT 4WD SuperCrew 6.5' Box (✔ Complete)

**Interior**

SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation, Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply

Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins, Locking 1st Row Underseat Storage and 2nd Row Underseat Storage

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Power Door Locks w/Autolock Feature

Delayed Accessory Power

Redundant Digital Speedometer

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 Seatback Storage Pockets

Perimeter Alarm

Securilock Anti-Theft Ignition (pats) Immobilizer

1 12V DC Power Outlet

Air Filtration

**Safety-Mechanical**

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

**Safety-Exterior**

Side Impact Beams

**Safety-Interior**

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Reverse Sensing System Rear Parking Sensors

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21500. Data Updated: Jan 17, 2024 6:40:00 PM PST.



Vehicle: [Fleet] 2024 Ford F-150 (W3L) XLT 4WD SuperCrew 6.5' Box (✔ Complete)

**Safety-Interior**

- BLIS (Blind Spot Information System) Blind Spot
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Collision Mitigation-Rear
- Aerial View Camera System
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Airbag Occupancy Sensor
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Rear Child Safety Locks
- Ford Co-Pilot360 - Reverse Camera Back-Up Camera
- Front Camera w/Washer
- Cargo Bed Camera
- Left Side Camera
- Right Side Camera

**WARRANTY**

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21500. Data Updated: Jan 17, 2024 6:40:00 PM PST.

This page  
intentionally left blank



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

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Russell C. Muñiz, Town Administrator  
**FROM:** Tom Holste, Public Services Manager  
**DATE:** 2/8/2024  
**SUBJECT:** Lenovo Laptop Replacement

---

#### **Recommendation**

Town Council Consideration for a motion to approve the resolution.

#### **Strategic Priorities**

- A. Sound Governance
- D. Improved Infrastructure

#### **Background**

The Town's laptops, which are a critical component of our information technology infrastructure, are in their 5th year of use and at the end of their useful life and per our contractual agreement with the City of Tamarac we are required to use similar equipment used in their office environment.

Lenovo (United States), Inc. submitted a quote based on GSA Contract (US # GSA-GS-35F-0592S) for new laptops in the amount of Thirty Thousand Seven Hundred Fifty Dollars and Zero Cents (\$30,750.00) and the Town believes it is in the Town's best interest to purchase 15 new Lenovo laptops in the amount of Thirty Thousand Seven Hundred Fifty Dollars and Zero Cents (\$30,750.00) as outlined in the Quotation received from Lenovo (United States), Inc., which is attached hereto and incorporated herein by reference as Exhibit "A".

**Fiscal Impact/Analysis**

The adopted Fiscal Year 2024 Budget provides for a two-year computer replacement schedule (Program Modification) that allows for the replacement of 15 laptops in FY 2024 (001-3900-519-64100).

**Staff Contact:**

Tom Holste, General Services Manager

**ATTACHMENTS:**

Description	Upload Date	Type
Laptop Resolution -TA Approved	2/1/2024	Resolution
Exhibit "A"	2/2/2024	Exhibit



**RESOLUTION NO. 2024 - XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK OF GSA CONTRACT (US # GSA-GS-35F-0592S) FOR THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$30,750.00) TO LENOVO (UNITED STATES) INC. FOR LENOVO LAPTOPS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town's laptops, which are a critical component of our information technology infrastructure, are in their 5<sup>th</sup> year of use and at the end of their useful life; and

**WHEREAS**, per our contractual agreement with the City of Tamarac we are required to use similar equipment used in their office environment; and

**WHEREAS**, the adopted Fiscal Year 2024 Budget provides for a two-year computer replacement schedule that allows for the replacement of 15 laptops in FY 2024 with the balance of computers to be replaced in Fiscal Year 2025; and

**WHEREAS**, Lenovo (United States), Inc. submitted a quote based on GSA Contract (US # GSA-GS-35F-0592S) for new laptops in the amount of Thirty Thousand Seven Hundred Fifty Dollars and Zero Cents (\$30,750.00); and

**WHEREAS**, the Town believes it is in the Town's best interest to purchase 15 new Lenovo laptops in the amount of Thirty Thousand Seven Hundred Fifty Dollars and Zero Cents (\$30,750.00) as outlined in the Quotation received from Lenovo (United States), Inc., which is attached hereto and incorporated herein by reference as Exhibit "A"; 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 Thousand Seven Hundred Fifty Dollars and Zero Cents (\$30,750.00) to Lenovo (United States), Inc. for new Lenovo Laptops as outlined in the Quotation, attached hereto, and incorporated herein by reference as Exhibit "A".

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary and proper to effectuate the intent of this Resolution.

**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 8th day of February 2024, on a motion

by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Kuczenski \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

ATTEST:

\_\_\_\_\_  
Debra M Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, J.D., Town Attorney

1001.2024.08

**Customer Name:** TOWN OF  
SOUTHWEST  
RANCHES

Lenovo (United States) Inc.

**Customer Number:** 1215061534



**Bid Request No.** BRPNS005301437 V1

**Sales Representative:** Matthew Wyker

**Created On:** 08-Jan-2024

**Phone Number:** +19199085550

**Last Updated:** 08-Jan-2024

**Email:** mwyker@lenovo.com

**Lenovo Master Contract No.** MC98302921

**Lenovo Pricing Contract:** 5324140608

**Customer Contract No.** US-GSA-GS-35F-0592S

**Lenovo Contract Code:** CUSGS121

Thank you for requesting a quote from Lenovo. Your complete quote information is included below. Please feel free to reach me by phone or email if you need further assistance.

## PRODUCT AND SERVICE DETAILS

Part Number	Description	F/B	Qty	Unit Price	End Date	Total
21HRS6SX00	Notebook ThinkPad X1 Yoga Gen 8 21HRCTO1	F	15	2,050.00	07-Jan-2025	30,750.00
					<b>Grand Total</b>	<b>USD 30,750.00</b>

## CONFIGURATION DETAILS

Part Number	SKU (MTM_VK)	Component	Description	Qty
21HRS6SX00			Notebook ThinkPad X1 Yoga Gen 8 21HRCTO1	15
	5WS1L39079	SERVICE	WARRANTY 3Y Premier Support Plus	1
	21HR_VK00061089	Country/Region	USA	1
	21HR_VK00028571	Preload Type	Standard Image (Preload)	1
	21HR_VK00110011	Preload OS	Windows 11 Pro 64	1
	21HR_VK00154556	vPro Certified Model	vPro Enterprise	1
	21HR_VK00104244	Athena Certified Model	Evo Certified	1
	21HR_VK00153431	Processor	13th Generation Intel® Core™ i7-1365U vPro® Processor (E-cores up to 3.90 GHz P-cores up to 5.20 GHz)	1
	21HR_VK00069954	Security Chip Setting	Enabled Discrete TPM2.0	1
	21HR_VK00071385	Color	Grey	1
	21HR_VK00085805	Electronic Privacy Filter	No ePrivacy Filter	1
	21HR_VK00122905	Computer Vision	No Computer Vision	1
	21HR_VK00122914	Display	14" WUXGA (1920 x 1200), IPS, Anti-Reflective, Touch, 100% sRGB, 400 nits, Narrow Bezel	1
	21HR_VK00107557	Graphics	Integrated Intel® Iris® Xe Graphics	1
	21HR_VK00122986	Camera	1080P FHD IR/RGB Hybrid	1
	21HR_VK00153114	Microphone	4 Microphone	1
	21HR_VK00061132	Fingerprint Reader	Fingerprint Reader	1
	21HR_VK00122917	Onboard Memory	32 GB LPDDR5-6400MHz (Soldered)	1
	21HR_SBB0Z70643	Storage Selection	512 GB SSD M.2 2280 PCIe Gen4 Performance TLC Opal	1
	21HR_SBB0U37680	Integrated Wireless Antenna	WWAN Antenna	1
	21HR_VK00122692	Ethernet	No Wired Ethernet	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	21HR_VK00153120	Wireless LAN	Intel® Wi-Fi 6E AX211 2x2 AX vPro® & Bluetooth® 5.1 or above	1
	21HR_VK00061519	WWAN Selection	WWAN	1
	21HR_SBB0Z71498	Wireless WAN	Fibocom FM350-GL 5G SUB6	1
	21HR_VK00085819	WWAN SIM Card	No WWAN SIM Card	1
	21HR_DY22202	NFC	NFC	1
	21HR_VK00106370	Battery	4 Cell Li-Polymer 57Wh	1
	21HR_SBB1B67180	Power Adapter	65W USB-C Low Cost 90% PCC 2pin AC Adapter - US	1
	21HR_SBB0U37690	Keyboard	Backlit, Grey with Fingerprint Reader, NFC and WWAN - English	1
	21HR_SBB0V88740	Publication	Publication - Polish/Portuguese/English	1
	21HR_VK00112009	OS DPK	W11 Pro	1
	21HR_VK00111040	Preload Language	Windows 11 Pro 64 English	1
	21HR_SBB1F51847	System Unit	X1Y8 i7-1365U VP IG+32G+211NE	1
	21HR_SBB1F51852	Display Shell	14" WUXGA (1920 x 1200), IPS, Anti-Reflective, Touch, 100% sRGB, 400 nits, Narrow Bezel, FHD IR/RGB Hybrid with with Dual Array Microphone and ThinkShutter	1
	21HR_SBB1J32894	Package Box Type	Single Standard Packaging	1
	21HR_VK00085807	Graphic Dongle	No Graphic Dongle	1
	21HR_VK00085806	Ethernet Dongle	No Ethernet Dongle	1
	21HR_SBB0Z40351	Lenovo Pen	Lenovo Integrated Pen	1
	21HR_VK00111980	Cloud Security Software	No Cloud Security Software	1
	21HR_VK00144277	Second Security Software	No Second Security Software	1
	21HR_VK00080006	Absolute BIOS Selection	BIOS Absolute Enabled	1
	21HR_VK00120441	CO2 Offset Label	No CO2 Offset Label	1
	21HR_VK00087784	Premier Asset Tag	Premier Support Asset Tag	1
	21HR_VK00105290	Transparent Supply Chain	No Transparent Supply Chain	1
	21HR_VK00110994	OS Type	Windows 11 Pro	1
	21HR_VK00061438	GEO	NA	1
	21HR_SBB0X80861	Publication 2	PUB POL/POR/BUL/BRL/SPA/ENG	1
	21HR_SBB0S70762	CPU Label	Evo Core i7 vPro	1
	21HR_VK00061379	Microsoft Label	Windows GML	1
	21HR_SBB1B66833	ICPS	ICPS Enabled	1
	21HR_SBB1B67452	Region	ROW	1
	21HR_VK00154817	System Unit 2nd	D Cover WWAN GY	1
	21HR_SBB0S70558	ASCII PW Support on BIOS	KBL_ID_ENG_KBLANG_409	1
	21HR_VK00152051	Endpoint Management	No Endpoint Management	1
	21HR_VK00071091	Warranty	3 Year On-site	1
	21HR_VK00061584	Adobe Elements	None	1
	21HR_VK00106648	Adobe Creative Cloud	None	1
	21HR_VK00061583	Adobe Acrobat	None	1
	21HR_VK00061137	Microsoft Office	None	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	21HR_VK00061664	Security Software	None	1
	21HR_VK00154988	Third Security Software	None	1
	21HR_VK00061644	Keyboard Patch	None	1
	21HR_VK00087802	Microsoft Autopilot	None	1
	21HR_VK00087796	Custom Image Type	None	1
	21HR_VK00061495	Image Management	None	1
	21HR_VK00061474	Cloud Recovery	None	1
	21HR_VK00087801	Hard Drive Encryption	None	1
	21HR_VK00087795	Custom Asset Tag	None	1
	21HR_VK00061481	Drop In Box	None	1
	21HR_VK00087794	BIOS Customization	None	1
	21HR_VK00087804	vPro Factory Pre-provisioning	None	1
	21HR_VK00087797	Digital Welcome	None	1
	21HR_VK00087798	Microsoft 4KHH Report	None	1
	21HR_VK00087799	ProvisionNow	None	1
	21HR_VK00087800	Future Services 4	None	1
	21HR_VK00084910	Warranty Card	None	1
	21HR_VK00152052	Common2 2023	None	1
	21HR_VK00152053	Common3 2023	None	1
	21HR_VK00152054	Common4 2023	None	1
	21HR_VK00152055	Common5 2023	None	1
	21HR_VK00153315	X1Y8 Others1	None	1
	21HR_VK00153316	X1Y8 Others2	None	1
	21HR_VK00153317	X1Y8 Others3	None	1
	21HR_VK00153318	X1Y8 Others4	None	1
	21HR_VK00153319	X1Y8 Others5	None	1



Did you know that Lenovo can help wrap all of your hardware, software and services into a single cost-effective fixed monthly payment by using Lenovo Financial Services? Conserve capital, lower your cost of use and gain top performance with ongoing support. **Ask us how!**

## TERMS AND CONDITIONS

Prices quoted are valid through 08-Mar-2024 but are subject to change due to events outside Lenovo's reasonable control which may necessitate a price increase. Pricing does not include taxes, fees, or other charges which may be imposed on the items purchased.

Unless a separate agreement exists between Lenovo and Customer, all purchases are subject to the Lenovo Terms and Conditions displayed at the following internet address: <https://download.lenovo.com/lenovo/content/pdf/tnc/tc2.pdf>

**Thank you for choosing Lenovo!**

This page  
intentionally left blank



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

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

### COUNCIL MEMORANDUM

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Russell Muniz, Town Administrator  
**FROM:** Emily Aceti, Community Services Manager  
**DATE:** 2/8/2024  
**SUBJECT:** Sunrise Water Agreement: 14251 Mustang Trail

---

#### 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

Luis Espinoza (“Owner”) is the owner of a property lying within the Town of Southwest Ranches at 14251 Mustang Trail. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Sunrise, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Sunrise providing water services to 14251 Mustang Trail, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

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

of Sunrise, including all ongoing costs of water and maintenance of the utility connections.

**Fiscal Impact/Analysis**

None.

**Staff Contact:**

Rod Ley, P.E., Public Works Director

**ATTACHMENTS:**

Description	Upload Date	Type
RESO - 14251 Mustang Trail	2/2/2024	Resolution
Agreement	1/26/2024	Agreement



**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICE TO 14251 MUSTANG TRAIL, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

**WHEREAS,** Owner agrees that he shall solely be responsible for all costs of connecting to the water facilities from the City of Sunrise, including all ongoing costs of water and maintenance of the utility connections, and that the installation will be performed in accordance with the Town's specifications.

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

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

**Section 2:** The Town of Southwest Ranches, Florida hereby consents to the City of Sunrise providing water services to 14251 Mustang Trail, provided that no further expansion of service shall be permitted without the explicit written consent of the Town. A Town permit shall be obtained for the installation, which shall be constructed in accordance with the Town's specifications. No water shall be activated until or unless the Town's permit has been closed.

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2024 on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Kuczenski \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:

\_\_\_\_\_  
Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.2024.10

**WATER AGREEMENT**

**FOR SINGLE-FAMILY HOMEOWNER**

FOR: LUIS ESPINOZA  
(NAME OF OWNER)

LOCATION: 14251 MUSTANG TRAIL, SW Rancher FL 33330

THIS AGREEMENT effective this 29 day of December, 2023, made and entered into by and between:

The Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and LE, an individual with a property address of 14251 Mustang Trail -, hereinafter referred to as the "OWNER." TOWN and OWNER may hereinafter be collectively referred to as the "Parties."

**WITNESSETH:**

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

WHEREAS, the PROPERTY is located in the TOWN; and

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

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

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

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

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

**PART I - DEFINITIONS**

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

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

## **PART II. - MUTUAL COVENANTS**

### **A. TOWN NOT LIABLE FOR OWNER’S OR CONSUMER’S PROPERTY**

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

### **B. EFFECTIVE DATE**

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

### **C. SYSTEM ON CONSUMER’S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION**

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

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

### **D. SEVERABILITY**

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

### **E. RECORDING OF AGREEMENT**

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

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

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

**PART III - NOTICE**

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

FOR THE OWNER  
LUIS ESPINOZA  
14251 MUSTANG TRAIL  
SW RANCHES FL 33330

FOR THE TOWN OF SOUTHWEST RANCHES  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PART IV - ADDITIONAL PROVISIONS**

**A. EXHIBITS**

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

EXHIBIT "A" – Legal Description of PROPERTY

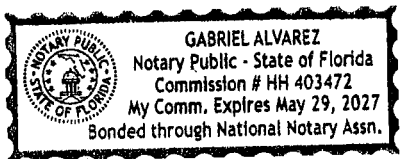
**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed on the day and year indicated below:

STATE OF FLORIDA            )  
COUNTY OF BROWARD       ) SS

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

2024. WITNESS my hand and official seal, this 2 day of January,

My commission expires: 05/29/27



NOTARY PUBLIC STATE OF FLORIDA

OWNER [Signature]  
BY: Luis Espinoza  
DATE: JAN 2 2024

STATE OF FLORIDA )  
COUNTY OF BROWARD )

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

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

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Signed, sealed and delivered in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:  
\_\_\_\_\_  
TOWN CLERK

BY: \_\_\_\_\_  
MAYOR \_\_\_\_\_  
DATE: \_\_\_\_\_

Approved as to legal form:  
\_\_\_\_\_  
TOWN ATTORNEY



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

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

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

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

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor Breitkreuz and Town Council  
**VIA:** Russell Muniz, Town Administrator  
**FROM:** Emily Aceti, Community Services Manager  
**DATE:** 2/8/2024  
**SUBJECT:** Sunrise Water Agreement: 13201 Luray Road

---

#### **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**

Erica Ruble (“Owner”) is the owner of a property lying within the Town of Southwest Ranches at 13201 Luray Road. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Sunrise, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Sunrise providing water services to 13201 Luray Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

As a condition, and in consideration, of this Resolution being adopted, the Owner agrees that

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

**Fiscal Impact/Analysis**

None.

**Staff Contact:**

Rod Ley, P.E., Public Works Director

**ATTACHMENTS:**

Description	Upload Date	Type
RESO - 13201 Luray Road	2/2/2024	Resolution
Agreement	1/31/2024	Agreement



**RESOLUTION NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF SUNRISE PROVIDING WATER SERVICE TO 13201 LURAY ROAD, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

**WHEREAS**, Owner agrees that he shall solely be responsible for all costs of connecting to the water facilities from the City of Sunrise, including all ongoing costs of water and maintenance of the utility connections, and that the installation will be performed in accordance with the Town's specifications.

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

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

**Section 2:** The Town of Southwest Ranches, Florida hereby consents to the City of Sunrise providing water services to 13201 Luray Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town. A Town permit shall be obtained for the installation, which shall be constructed in accordance with the Town's specifications. No water shall be activated until or unless the Town's permit has been closed.

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

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

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2024 on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Breitkreuz \_\_\_\_\_  
Kuczenski \_\_\_\_\_  
Allbritton \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Absent \_\_\_\_\_  
Abstaining \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:

\_\_\_\_\_  
Debra M. Ruesga, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.2024.11

**WATER AGREEMENT**

**FOR SINGLE-FAMILY HOMEOWNER**

**FOR:** \_\_\_\_\_ Erica Ruble \_\_\_\_\_  
(NAME OF OWNER)

**LOCATION:** \_\_ 13201 Luray Road \_\_\_\_\_

**THIS AGREEMENT** effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, made and entered into by and between:

**The Town of Southwest Ranches**, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and Erica Ruble, an individual with a property address of 13201 Luray Road, hereinafter referred to as the "OWNER." TOWN and OWNER may hereinafter be collectively referred to as the "Parties."

**WITNESSETH:**

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

**WHEREAS**, the PROPERTY is located in the TOWN; and

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

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

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

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

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

**PART I - DEFINITIONS**

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

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

**PART II. - MUTUAL COVENANTS**

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

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

B. EFFECTIVE DATE

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

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

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

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

D. SEVERABILITY

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

E. RECORDING OF AGREEMENT

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

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

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

**PART III - NOTICE**

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

FOR THE OWNER  
Erica Ruble  
13201 Luary Road  
Southwest Ranches, FL 33330

FOR THE TOWN OF SOUTHWEST RANCHES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PART IV - ADDITIONAL PROVISIONS**

A. EXHIBITS

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

EXHIBIT "A" – Legal Description of PROPERTY

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

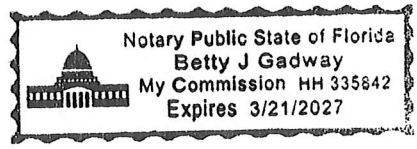
STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS

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

WITNESS my hand and official seal, this 18th day of January, 2024.

Betty J. Gadway  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



**OWNER**

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF BROWARD    )

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

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

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Signed, sealed and delivered  
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

BY: \_\_\_\_\_

MAYOR \_\_\_\_\_

DATE: \_\_\_\_\_

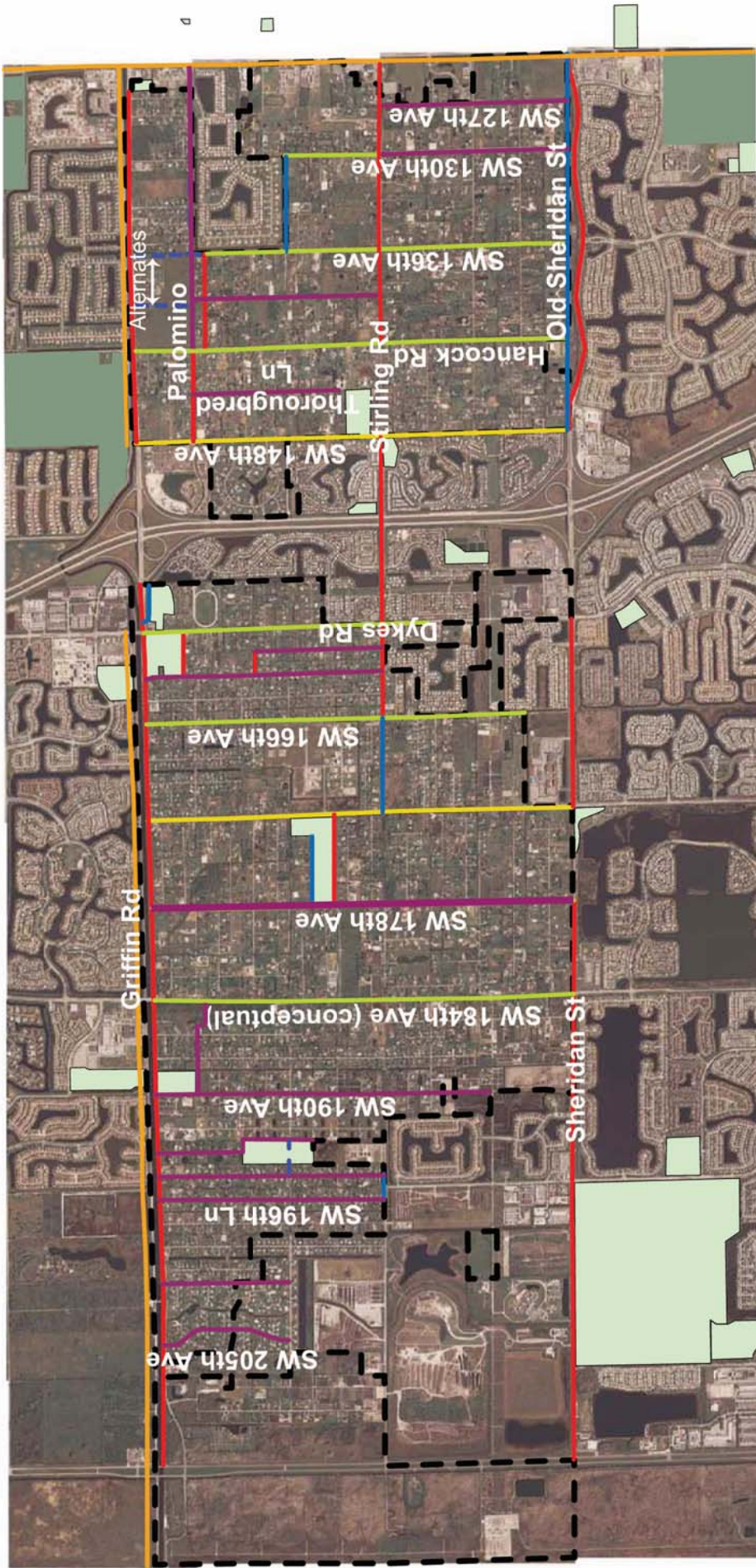
\_\_\_\_\_  
TOWN CLERK

Approved as to legal form:

\_\_\_\_\_  
TOWN ATTORNEY

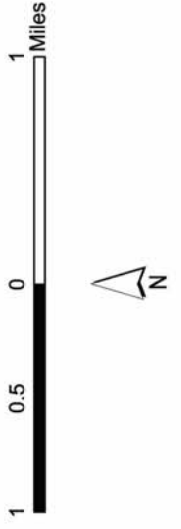
This page  
intentionally left blank





- Side of Street of Greenway Trail (Conceptual)**
- North Side
  - South Side
  - East Side
  - West Side
  - Both Sides OR Street Itself is Trail

- Town Boundary
- Municipal Parks
- County Parks
- Existing County Trail
- Trail Connection Needed



## TOWN OF SOUTHWEST RANCHES CONCEPTUAL GREENWAYS MAP

Note: All depicted future greenway trails are to be considered future significant bicycle and pedestrian facilities.

This page  
intentionally left blank

**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

October 12, 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 S. Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. A moment of silence was observed for the loss of Council Member Kuczenski's mother as well as the tragedy that occurred in Israel.

Mayor Breitkreuz welcomed Broward County Property Appraiser Marty Kiar to the podium and congratulated him on becoming the President of the Florida Property Appraiser's Association.

**3. Presentation – Marty Kiar, Broward County Property Appraiser**

Broward County Property Appraiser Marty Kiar spoke a little about what his objectives are as the new president of the Florida Property Appraiser's Association. He praised the Town and its staff for all the word work they do, then congratulated Andy on his retirement, congratulated Russell on his promotion and stated what a great job Town Attorney Poliakoff does for the Town and its residents. He spoke about the functions of Property Appraiser's Office and all the resources available to the residents of Broward County.

**4. Proclamation – Zero Waste Month – October 2023**

The Town presented a proclamation on behalf of Zero Waste Month.

**5. Public Comment**

The following members of the public addressed the Town Council: Bill Byrd, Ed Flores, Rick Cormier, Michael Cardenas, David Rivera, Gay Chaples, Jim Laskey, John Garate, and Newell Hollingsworth.

**6. Board Reports**

Debbie Green shared an update of the Zero Waste Task Force, provided flyers and advised the public how to get involved. George Morris, chair of the Drainage and Infrastructure Advisory Board provided updates from the September 19<sup>th</sup> advisory board meeting. He then spoke on behalf of the Southwest Ranches Parks Foundation and provided information on the upcoming events, such as the Southwest Ranches Country Fair as well as the Chili Cookoff. He spoke about a conversation he had with Mayor Breitkreuz regarding the invasive trees that are invading the landscape buffer at the Southwest Meadows Sanctuary and are taking over the growth of the native trees. He mentioned maybe the Town could put out a bid to clear out the invasive growth. He would like the park to be seen from Griffin Road by its residents.

## 7. Council Member Comments

Council Member Jablonski spoke about the upcoming events happening in the Town such as the Rolling Oaks Civic Association Halloween at the Barn, the 6<sup>th</sup> Annual Holiday Lights Contest and the DMV Flow Mobile. He then addressed a resident and asked him to provide him his phone number so they can speak during the week regarding his issue.

Council Member Kuczenski provided the latest traffic citation statistics he received from the Davie Police Department. He advised the residents to let their landscapers know to lock their trucks as there has been property stolen from the trucks. He spoke about the Schott Center 5K that occurred the previous weekend and advised there had been a request for future 5K's to provide access for property owners so they aren't blocked in during the run. He spoke about the Zero Waste Task Force and how to get the word out to more people. He suggested possibly creating a Tik Tok video as it is a widely popular platform at the moment. He also inquired about having the Town create a composting area as it ties in to the Zero Waste initiative. He spoke about the violence in Israel by Hamas and directed the Deputy Town Clerk to read his resolution into the record. Mayor Breitkreuz asked if the resolution can be read as the new Item 10 of the agenda to which Council Member Kuczenski and the rest of the Town Council agreed.

Council Member Hartmann spoke about the Zero Waste Task Force meeting and the discussion was mainly about talking to their neighbors. He advised that education is the key and advised that a flyer was available on the back desk of Council Chambers which has information on the proposed incinerator as well as contact information for the task force. He then advised the next Zero Waste Task Force meeting would be November 8, 2023.

Vice Mayor Allbritton advised he heard a lot of things during public comment that he wasn't aware of and like Council Member Jablonski, he will research the issues mentioned and find out what is going on. He then thanked the Town residents as well as the residents from the surrounding municipalities for coming out to the Zero Waste Task Force meetings to help fight the proposed Waste to Energy Plant. He spoke about Broward County's elaborate plan for resiliency for climate change. Broward County leads the state in their commitment to climate change and they have received close to \$220 million dollars in grants to fight sea level rise when the heavy rains bring flooding to the area as well as saltwater intrusion. He spoke about the Town's Stormwater Master Plan and what a great team the Town has in securing Federal, State and local grants to assist with Town projects. Lastly, Vice Mayor Allbritton advised if a resident would like a mobile speed sign placed in a certain location, to give him a call and he will have it placed.

Mayor Breitkreuz thanked the public for attending the Town Council Meeting and bringing their concerns to the Town. He then welcomed former Mayor Doug McKay to the meeting. Mayor Breitkreuz stated he would also like to speak with the resident in response to his comments during public comment. He stated he wanted to set the record straight, as there were some misconceptions that were spoken about and get to the bottom of the issue so it can be addressed. He doesn't like to see the division between agricultural and residential property uses. He stated the Town needs both and wants to see them work together because they all bring something to the table. He addressed the Noise Ordinance which hasn't been amended in four or five years. He also wanted to advise the public that no policy has been changed regarding proactive Code

Enforcement. He again stressed that he would like to get together with the residents and discuss the issues that are occurring. Lastly, he mentioned the discussion that was held between himself and George Morris regarding the invasive landscape out at the Southwest Meadows Sanctuary. He thanked Town Attorney Poliakoff for his relief efforts to the victims of the crisis in Israel and then he asked Town Attorney for an update on future Town Administrator Muñiz's contract as he would like it wrapped up in November.

## **8. Legal Comments**

Town Attorney Poliakoff met with Town Council individually regarding future Town Administrator Muñiz's contract to see where they are at regarding salary and other contract items. Future Town Administrator Muñiz sent Town Attorney Poliakoff Town Administrator Berns' contract along with his thoughts and he will have it for the November Town Council Meeting. Town Attorney Poliakoff expressed his condolences to Council Member Kuczenski for the loss of his mother and he also expressed his condolences to City of Hollywood Mayor Josh Levy for the loss of his family members during the terrorist attack on Israel. He then spoke about assisting numerous families in getting their family members home from Israel with the help of El Al Airlines and other individuals.

## **9. Administration Comments**

Town Administrator Berns spoke about Council Member Kuczenski's comments on composting. He advised a member of the public who had provided some information and the Town is in the process of setting up a staff level meeting to explore its viability. He also spoke about the comments made regarding the Schott Center 5K walk and the resident that was unfortunately inconvenienced. He wanted it known that a note has been made to address the issue with Davie Police Department for the next Schott Center 5K.

At this time, Mayor Breitkreutz requested to hear Council Member Kuczenski's walk on resolution, which was added as item number 10 and remaining items renumbered after.

### **Walk on Resolution**

**10.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE PEOPLE OF THE STATE OF ISRAEL AMIDST THEIR ONGOING FIGHT AGAINST TERRORISM, DENOUNCING THE BRUTAL AND UNPROVOKED ACTIONS OF THE MILITANT GROUP HAMAS, AND URGING THE UNITED STATES FEDERAL GOVERNMENT AND ITS ALLIES TO TAKE SUBSTANTIVE ACTION TO DENOUNCE AND CONDEMN THESE TERRORIST ACTS; AND PROVIDING AN EFFECTIVE DATE.

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 RESOLUTION.**

**Ordinances – 1<sup>st</sup> Reading**

**11.** 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. **{Second Reading to be held on October 26, 2023}**

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 Breitkreuz voting Yes.

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

**12.** A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A POLICY AND RATE SCHEDULE OF REASONABLE FEES FOR THE REGISTRATION OF VACATION RENTALS PURSUANT TO ARTICLE 45 SECTION 045-030 OF THE TOWN OF SOUTHWEST RANCHES' UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR 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 Breitkreuz voting Yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**13.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INCREASE TO PURCHASE ORDER 23-026 TO CAP GOVERNMENT, INC IN THE AMOUNT OF SIXTY-SEVEN THOUSAND EIGHT HUNDRED THIRTEEN DOLLARS AND FIFTY CENTS (\$67,813.50) FOR ENGINEERING AND CERTIFIED FLOODPLAIN MANAGER (CFM) SERVICES; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022-2023 TOWN BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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 Breitzkreuz voting Yes.

**MOTION: TO APPROVE THE RESOLUTION.**

**14. Approval of Minutes**

- a. August 15, 2023 Budget Workshop Minutes**
- b. August 24, 2023 Special Meeting Minutes**
- c. August 24, 2023 Regular Meeting Minutes**

The following motion was made by Council Member Hartmann 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 AUGUST 15, 2023 BUDGET WORKSHOP MINUTES, THE AUGUST 24, 2023 SPECIAL MEETING MINUTES AND THE AUGUST 24, 2023 REGULAR MEETING MINUTES.**

**15. Adjournment**

Meeting was adjourned at 9:04 p.m.

*Respectfully submitted:*

---

*Debra M. Ruesga, CMC/Town Clerk*

*Adopted by the Town Council on this 8th day of February, 2024.*

---

*Steve Breitzkreuz, Mayor*

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

This page  
intentionally left blank



**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

October 26, 2023

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Vice Mayor Jim Allbritton

Council Member Bob Hartmann

Council Member Gary Jablonski

Council Member David S. Kuczenski

Andrew Berns, Town Administrator

Debra Ruesga, Deputy Town Clerk

Emil C. Lopez, Town Financial Administrator

Richard Dewitt, Assistant 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 7:00 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. Council Member Kuczenski attended the meeting via telephone.

**3. Proclamation – Diwali – October 2023**

The Town presented a proclamation honoring the Festival of Diwali.

**4. Public Comment**

The following members of the public addressed the Town Council: Rick Cormier and John Garate.

**5. Board Reports**

Debbie Green spoke on behalf of the Zero-Waste Broward Task Force. Debbie Green reminded everyone of the importance of keeping the community informed of the incinerator possibly being built on the property near Sheridan Street and U.S. Highway 27, in response to the state mandate of reaching 75% recycling. She described the Solid Waste Disposal and Recycling Materials Processing Authority, in terms of its responsibilities and that Mayor Breitkreuz is an alternate on the Board and on the executive committee. She informed Council of the email [zerowastebrowardtf@gmail.com](mailto:zerowastebrowardtf@gmail.com) and Facebook page "Broward Clean Air", that were developed to get more community members involved, as a grassroots movement, to steer towards zero-waste instead of incineration.

**6. Council Member Comments**

Council Member Jablonski addressed not being able to attend certain HOA meetings. He asked the HOAs to work together on their scheduling so there is not a conflict of two meetings in one night, so Council may attend both meetings. He verified with Debbie Green the Zero-Waste Task force meeting would be on November 8<sup>th</sup> at 7p.m. at Town Hall. He spoke about upcoming events within the Town such as the Halloween event at the Barn on October 28<sup>th</sup> from 6 to 9 p.m., the Hazmat event at the Barn on January 6<sup>th</sup> from 10 a.m. to 2 p.m., and the Holiday Lights Contest with the deadline to enter December 1<sup>st</sup>, the judging occurring December 5<sup>th</sup>, and the awards presented by Mr. and Mrs. Claus on December 7<sup>th</sup>. He reminded everyone during the months of November, December, and January, there is only one meeting per month as scheduled, and the next Council meeting will be November 16<sup>th</sup>. He also spoke about other Town Events such as the

DMV FLOW mobile event at Town Hall November 22<sup>nd</sup>, and the Town Hall closures scheduled November 10<sup>th</sup> for Veteran's Day and November 23<sup>rd</sup> and 24<sup>th</sup> for Thanksgiving.

Council Member Kuczenski apologized that he could not attend this meeting in person and thanked everyone for their sentiments expressed with the passing of his mother. He discussed his reporting on the traffic citations done within Town for the last few months. He directed Administration to work with the Davie Police Department to focus on the interior roads of the Town to try and reduce speeding for the residents and focus less on the exterior roads. He thanked Debbie Green, Richard Ramcharitar, and Marianne Allen for their efforts with the Zero-Waste Task Force and for keeping the community informed on the issue.

Council Member Hartmann discussed the upcoming ROCA Halloween event for the Town and encouraged everyone to attend. He stated it is a safe event for the kids and a fun event for the entire family. He also agreed with Council Member Kuczenski on the traffic enforcement needing to be more focused on interior roads, instead of exterior, and would like to see more enforcement of stopping at stop signs in certain areas, including along Griffin Road. He thanked Debbie Green and Richard Ramcharitar on the efforts of educating people about the incinerator and the Zero-Waste Task Force and discussed the importance of keeping everyone informed regarding it.

Vice Mayor Allbritton spoke about the Halloween event and stressed to everyone to get there before 6 p.m. if they are setting up to hand out candy. He said the road closes at 6 p.m. when the event starts, and they will not be able to get in. He discussed attending a conference at the Broward Performing Arts Center with Debbie Green and Richard Ramcharitar regarding Solid Waste. It was attended by approximately 120 people from Broward, Dade, and Monroe counties, working on the issue of solid waste. He thanked them for attending with him and for their efforts with the Zero-Waste Task Force.

Mayor Breitzkreuz discussed attending a meeting with Town Administrator Andy Berns and representatives from the South Florida Wildlife Center. The meeting was about establishing a location for the Wildlife Center on the Broward County School Board Property on Sheridan Street. He believed having the Center move there would be a good fit for the deed restricted property and for the Town. Council Member Jablonski asked if they would be requiring the entire 32 acres of the property, and Mayor Breitzkreuz replied the organization would probably only need 5 acres. He stated that this was a preliminary discussion and that more talks would be needed before any action was taken but wanted residents and Council to be informed of the situation.

## **7. Legal Comments**

Assistant Town Attorney Dewitt had no comments.

## **8. Administration Comments**

Town Administrator Berns advised the Council he has contacted Broward County regarding the Wildlife Center and is waiting for a response from them. He also stated he has spoken to the past

and present road captains of the Davie Police Department regarding traffic enforcement on the interior roads and would continue to work with them on that issue.

### **Ordinance – 2<sup>nd</sup> 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}**

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

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

### **Ordinance - 1<sup>st</sup> 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.

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 Members Hartmann, Jablonski, Kuczenski, Vice Mayor Allbritton and Mayor Breitkreuz voting yes.

**MOTION: TO APPROVE THE ORDINANCE ON FIRST READING AS AMENDED BY CHANGING SECTION 2, LETTER G, BY REPLACING 48 HOURS WITH 5 BUSINESS DAYS**

**AND BY ADDING THE LANGUAGE "LEVEL 1 FILL PERMITS TO BE EXEMPT FROM THIS SECTION".**

**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.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**Discussion**

**12. Discussion - Barbara Herrera – WM**

Barbara Herrera of Waste Management (WM) spoke to the Council regarding the disposal and processing component rate adjustment. She stated as part of the contract, WM must notify the Town of the processing component rate adjustment in May, and the disposal rate adjustment in July. However, due to an internal error the Town was not notified of the disposal component rate adjustment during that period. She met with Assistant Town Administrator Muñiz on November 7<sup>th</sup>, regarding the matter and was presenting it to Council for approval of payment. She said the difference of the amount would be an increase of \$1.66 per household, an adjustment of \$4,430.96 per month. She stated that because the error was the fault of the company, they would not bill the payment retroactively and requested 11 months' worth of payment, totaling \$48,740.56. When asked she stated WM would be billing the Town for both components in May, to avoid this error again.

Council Member Jablonski expressed concerns about this type of mistake occurring and asked what WM plans on doing to avoid this happening again. He suggested because WM was at fault, the Town and WM should reach a compromise on the payment and be billed from January 01, 2024, to receive approximately a 20% discount.

Vice Mayor Allbritton stated that if the payments were not made now, WM would bill the Town in the future for the unpaid funds. He said this equated to "pay it now or pay it later".

Council Member Hartmann discussed that because of the late timing of the bill, the Town could not properly put the information on the TRIM notices. He also clarified that the rate change amounts were based on Consumer Price Index, and the Town could expect these types of increases every year.

Council Member Kuczenski asked about the Solid Waste Reserves and received clarification those funds were held in case of emergency conditions, such as hurricanes or other natural disasters. He expressed that his concerns were similar to Vice Mayor Allbritton's concerns that if WM was not paid now, the Town would still be billed for the balance in the future.

Mayor Breitkreuz stated as per the contract signed with WM the rate adjustments were based on CPI and that the company was due the monies owed, it was just a matter of when the payment should be made. He said that WM has acknowledged the mistake and is willing to only charge 11 months of fees as a penalty, due to that mistake. He believed that the Town and WM have a good partnership and it was a mistake by a business partner, and they are doing their best to correct it.

The Town Council also discussed partnering with WM on the zero-waste initiative and developing strategies on how to increase recycling in the Town. Council Member Hartmann, Assistant Town Administrator Muñiz, and Ms. Herrera had a few meetings since August discussing the issue and would meet in the future on the issue.

Town Administrator Berns advised Council the Finance department would prefer the payment of \$48,740.56, as a one-time lump sum payment from the reserves, due to auditing reasons.

**Town Administration was instructed by Council to prepare a resolution to pay WM \$48,740, from Reserve Funds, for the 11 months of disposal component rate adjustment.**

### **13. Approval of Minutes**

- a. September 14, 2023 1st Budget Hearing Minutes
- b. September 28, 2023 2nd Budget Hearing Minutes

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 as follows: Council Members Hartmann, Jablonski, Kuczenski, Vice Mayor Allbritton, and Mayor Breitkreuz voting Yes.

**MOTION: TO APPROVE THE SEPTEMBER 14, 2023 FIRST BUDGET HEARING, AND SEPTEMBER 28, 2023 SECOND BUDGET HEARING MINUTES.**

### **14. Adjournment**

Meeting was adjourned at 8:23 p.m.

*Respectfully submitted:*

---

*Debra M. Ruesga, Town Clerk*

*Adopted by the Town Council on this 8th day of February, 2024.*

---

*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

November 16, 2023

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Jim Allbritton

Russell Muniz, 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 S. Kuczenski

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 8:06 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. Council Member Kuczenski attended the meeting via telephone.

**3. Selection of Vice Mayor**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPOINTING COUNCIL MEMBER \_\_\_\_\_ AS THE NEW VICE MAYOR OF THE TOWN OF SOUTHWEST RANCHES; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPOINT COUNCIL MEMBER DAVID S. KUCZENSKI AS VICE MAYOR AND APPROVE THE RESOLUTION.**

**4. Public Comment**

The following members of the public addressed the Town Council: Geoff Cohen, Lori Parrish, John Garate, Mary Michel, Ed Gonzalez, Neesla Carter, and Debbie Green.

Mayor Breitkreuz addressed some of the issues raised during public comment. He discussed how the Town has addressed the drainage issues and that the Town is designed for private properties to provide stormwater retention prior to offsite discharge. He spoke about the issues with potholes and how the Town works with its vendors to address them. He also clarified that the Town cannot change the rulings of the Special Magistrate on Code issues and that if there are issues with that, residents should speak to Code Enforcement.

**5. Board Reports**

George Morris spoke on behalf of the Drainage Board. He discussed how residences and areas in the Town are designed to retain water, but the Drainage Board is always looking for ways to address the drainage issue and improve on it. He spoke about the October 17<sup>th</sup> Board meeting, and the Green Meadows Phase 2 Project Public Meeting. He stated it was a positive meeting and there was input from the residents. He said the Board is trying to work more with the residents regarding notifications and how to handle projects that affect neighborhoods. He stated the

November and December meetings will be cancelled due to the holidays. He also informed Council he would be stepping down from the Board.

George Morris also spoke on behalf of the Southwest Ranches Parks Foundation. He discussed the upcoming carnival and said the event will begin January 11<sup>th</sup>, 2024, through Monday January 15<sup>th</sup>, 2024. He stated the hours were going to be different this year as the carnival would open earlier in the day and close earlier at night. He thanked Council and the Town of Davie for providing a stage for the entertainment. He stated there would be many updates in the next couple of months and said he would provide them to Council, post them in the Town newsletter, and provided the website [www.swrcountryfair.com](http://www.swrcountryfair.com) as a source of information. He spoke about the upcoming Chili Cook-Off and Car Show, happening on December 9<sup>th</sup>, at Rolling Oaks Equestrian Park. He also informed Council that he would be stepping down from the Comprehensive Plan Advisory Board as well.

Debbie Green spoke on behalf of the Zero-Waste Broward Task Force. She spoke about the Task Force meeting that was held last week and that approximately 70 people attended with 30 people volunteering for committees. She stated the next Broward Solid Waste Authority meeting was scheduled for Monday, November 20<sup>th</sup>, at 9:00 a.m. at the City of Hollywood City Hall building. She spoke about being at the Farmer's Market and collecting emails from patrons to help spread information regarding the incinerator. She also provided the Task Force email, [zerowastebrowardtf@gmail.com](mailto:zerowastebrowardtf@gmail.com), and encouraged everyone to like their Facebook page, "Broward Clean Air", for more information.

## **6. Council Member Comments**

Council Member Jablonski congratulated Vice Mayor Kuczenski on becoming the Vice Mayor. He spoke about upcoming events within the Town such Town Hall being closed November 23<sup>rd</sup> and 24<sup>th</sup> due to the Thanksgiving Holiday. He spoke about the DMV FLOW Mobile event being cancelled for November, and that entry to the December Holiday Lights Contest was still open, and the next HAZMAT at the Barn would be on January 6<sup>th</sup>. with the entry deadline being December 1<sup>st</sup> and the judging beginning December 5<sup>th</sup>. He verified with Debbie Green the next Zero-Waste Task Force meeting would be on December 13<sup>th</sup>. He suggested Council should think about putting the question of making the Code Enforcement Department "fully proactive" on the ballot for next year's election to better understand the wants of the residents. He believes the voter turnout next year would be higher than 2022 election year and would provide a high sampling of the Town, and Council could discuss the results to determine if the Town should move forward with a "fully proactive" Code Enforcement Department.

Council Member Allbritton discussed having Workshop meetings to discuss the topic of "proactive" and "reactive" Code Department early next year. He stated he wanted to have a Workshop for Council to discuss the issue and then have another for members of the public to discuss it with Council further. After discussion, it was decided the best approach would be to have a Workshop meeting for the public to raise their opinions on what type of code enforcement the Town should



use, and then another Workshop meeting after for Council to decide on how to move forward with the issue.

Council Member Hartmann spoke about the Town's Advisory Boards and their importance to the Town. He said at next month's meeting Council would be reinstating the Boards and appointing members to them. He discussed the amount of rain the Town has had over the last few days and the issues of water retention that have happened because of it. He stated the 27 inches of rain in 40 hours was not a normal event and under normal circumstances and the Town's drainage design worked well. He said the Town has no control over draining the local canals, that was controlled by South Florida Water Management. He asked residents to be patient as this was not a normal occurrence, and encouraged everyone to read the article he wrote in the DRW regarding drainage and how to maintain your property.

Vice Mayor Kuczenski spoke about the Holiday Lights Contest with the deadline to enter December 1<sup>st</sup>, the judging by the Rural Arts and Design Advisory Board occurring December 5<sup>th</sup>, and the awards presented by Mr. and Mrs. Claus on December 7<sup>th</sup>. He discussed the Town having a new vendor for removing dead animals from public areas. He talked about the dark skies ordinance and how some of the provisions of the Code were not enforceable. He said he would like consensus from Council to have the Comprehensive Plan Advisory Board review the Code on that item, as well as others, to ensure all the provisions in the Code are correct and enforceable. Council agreed that should be done. He stated that he would like to start the Town yard/garage sale again and that it was a great event to meet your neighbors. He informed Council that he has received numerous complaints regarding the Special Magistrate, and listed the various complaints received from residents. He suggested it was time the Town looked for a replacement for the Magistrate. Council agreed the Town should replace the Magistrate and Town Attorney Poliakoff advised the Town is in the procurement process of obtaining a new Magistrate and it was approximately 85% complete.

Mayor Breitkreuz discussed the South Florida Wildlife Center and meeting with Broward County School Board Member Torey Alston. He stated the item would be added to the School Board Agenda and the process now must go through all the formal approvals. He believes the Wildlife Center is a great fit for the Town and said that he spoke to Senator Nan Rich about it, and she was excited about it as well. He brought an idea to Council about addressing animals and properties that are flooded during severe rainstorms. He suggested adding fill to designated areas to properties to raise them, so the animals are safer. He asked Council to consider adding that to the fill permits but thought the idea should be thought out more before coming forward. He provided an update on the Emergency Operations Center being planned out west. He stated the Town was close to finalizing the price and getting the deal finished and said Administration and the Fire Advisory Board are doing great work to get the matter completed. He spoke about the upcoming Board process and encouraged anyone that wanted to be on a Board to put in their application. He spoke about the incinerator and thanked Debbie Green and Richard Ramcharitar for their efforts in educating the community on the issue. He said the next executive meeting for the Broward Solid Waste Authority would be on Monday the 20<sup>th</sup>, at Hollywood City Hall. He stated

it was important for people to attend because it was an opportunity for the public to voice their opinions to the executive board. Lastly, he discussed visiting and touring the incinerator in Palm Beach County. He encouraged people to visit, if given the opportunity, but said that incineration was still not the option for the future. He stated that it was educational and having more knowledge on the topic could only help the zero-waste cause.

Debbie Green was recognized to speak again to Council and asked Council to consider developing a Zero Waste Advisory Board for the Town. Council discussed the issue and decided it may be something to develop in the future.

## **7. Legal Comments**

Town Attorney Keith Poliakoff had no comments.

## **8. Administration Comments**

Town Administrator Berns thanked Town of Davie Town Administrator Rick Lemack and the Town of Davie Public Safety Administration for their presentation, which occurred during the earlier LPA meeting, honoring him and his service to the Town. He recognized resident Newell Hollingsworth for attending the Town Council meetings during his tenure. He thanked him for attending the meetings and said his dedication to the Town was a reminder that the actions of Council and Town Staff does matters to the residents.

## **Ordinance – 2<sup>nd</sup> Reading**

**9. 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. {Approved on First Reading October 26, 2023}**

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 Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitkreuz voting yes.

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

## **Ordinance – 1<sup>st</sup> Reading**

**10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 35, "CONDITIONAL USES," SECTION 035-080, "INDOOR AND OUTDOOR ASSEMBLY IN RURAL AND AGRICULTURAL DISTRICTS," TO AMEND THE LIST OF EXEMPTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. {Second Reading to be held on December 14, 2023}**

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

**MOTION: TO APPROVE THE ORDINANCE ON FIRST READING AS AMENDED BY ADDING LANGUAGE TO REQUIRE EVENT INSURANCE.**

**11.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 9-5 OF CHAPTER 9 ENTITLED "NOISE" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO AMEND THE LIST OF EXEMPTIONS, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. **{Second Reading to be held on December 14, 2023}**

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

**MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.**

### **Resolutions**

**12.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A ONE-TIME RATE ADJUSTMENT IN THE AMOUNT OF FORTY-EIGHT THOUSAND SEVEN HUNDRED AND FORTY DOLLARS AND FIFTY-SIX CENTS (\$48,740.56) TO WASTE MANAGEMENT ("WM") FROM SOLID WASTE FUND BALANCE, WHICH REPRESENTS DISPOSAL AND PROCESSING COMPONENTS FOR SOLID WASTE AND RECYCLING TONNAGES NOT PREVIOUSLY BILLED; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**13.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA TERMINATING AND RELEASING THE MOSES PALMYRA UNITY OF TITLE AGREEMENT, AS RECORDED IN PLAT BOOK 172, PAGE 127 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**14.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00) WITH CRAVEN THOMPSON AND ASSOCIATES, INC. FOR SURVEYING SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS THAT INCLUDES HOLATEE TRAIL FROM STIRLING ROAD TO EAST PALOMINO DRIVE, HUNTER LANE, SW 134TH AVENUE, AND LURAY ROAD; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**15.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY-ONE THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$51,350.00) WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS THAT INCLUDES HOLATEE TRAIL FROM STIRLING ROAD TO E. PALOMINO DRIVE, HUNTER LANE, SW 134TH AVENUE, AND LURAY ROAD; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION**

**16.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) TO CRAVEN THOMPSON AND ASSOCIATES, INC. FOR SURVEYING SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS THAT INCLUDES STIRLING ROAD (DYKES ROAD TO SW 166TH AVENUE) AND SW 166TH AVENUE SIDE STREETS: SW 61ST STREET, SW 62ND STREET, SW 63RD MANOR, SW 64TH STREET, AND SW 69TH STREET; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION**

**17.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS THAT INCLUDES STIRLING ROAD (DYKES ROAD TO SW 166TH AVENUE) AND SW 166TH AVENUE SIDE STREETS: SW 61ST STREET, SW 62ND STREET, SW 63RD MANOR, SW 64TH STREET, AND SW 69<sup>TH</sup> STREET; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION**

**18.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, PIGGYBACKING OFF OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT # FSA23-VEL31.0, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO GARBER CHRYSLER DODGE TRUCK, INC. IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS \$55,000.00 TO PURCHASE A NEW MULTI-PURPOSE VEHICLE FOR THE TOWN; AND PROVIDING FOR 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 Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitkreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION**

**19.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN HOLIDAY SCHEDULE FOR THE CALENDAR YEAR 2024; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION**

**20.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE TOWN COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR 2024; AND PROVIDING FOR 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 Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitkreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION**

**21.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN AGREEMENT WITH 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.

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

**MOTION: TO APPROVE THE RESOLUTION**

**22.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A YEAR END BUDGET ADJUSTMENT FOR THE FISCAL YEAR 2022-2023 BUDGET; AND PROVIDING FOR 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 Members Allbritton, Hartmann, Jablonski, Vice Mayor Kuczenski, and Mayor Breitkreuz voting yes.

**MOTION: TO APPROVE THE RESOLUTION**

**23. Adjournment**

Meeting was adjourned at 10:10 p.m.

*Respectfully submitted:*

---

*Debra M. Ruesga, Town Clerk*

*Adopted by the Town Council on this 8th day of February, 2024.*

---

*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.

This page  
intentionally left blank



**ETHICS TRAINING MEETING MINUTES OF THE TOWN COUNCIL  
Southwest Ranches, Florida**

Tuesday 5:00 PM

December 12, 2023

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor David S. Kuczenski

Russell Muniz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

The Ethics Training meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Grand Oaks Conference Room. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 5:09 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance. Council Member Hartmann was absent.

Town Attorney Poliakoff explained the Broward County Ethics Code for Elected Officials required four hours of annual ethics training. As no breaks would be taken, he anticipated that the training would take approximately two hours to complete but count as the full number of training hours required. Town Attorney Poliakoff utilized the PowerPoint presentation from the Broward Office of Inspector General's website to complete the training.

**23. Adjournment**

Meeting was adjourned at 7:10 p.m.

*Respectfully submitted:*

---

*Debra M. Ruesga, CMC/Town Clerk*

*Adopted by the Town Council on this 8th day of February, 2024.*

---

*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.

This page  
intentionally left blank

**REGULAR MEETING MINUTES OF THE TOWN COUNCIL**  
**Southwest Ranches, Florida**

Thursday 7:00 PM

December 14, 2023

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor David S. Kuczenski

Russell Muniz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

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. Council Member Kuczenski attended the meeting via telephone.

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

**MOTION: TO EXCUSE COUNCIL MEMBER HARTMANN'S ABSENCE.**

**3. Public Comment**

The following members of the public addressed the Town Council: Doug McKay, Mary Gay Chaples, Dee Schroeder, Sikh Youth Association, Richard Ramcharitar, John Garate, Diego Seavera, and Valentina Baiz.

**4. Board Reports**

There were no Board Reports.

**5. Council Member Comments**

Council Member Jablonski spoke about upcoming events within the Town such as Town Hall being closed December 22<sup>nd</sup>, 25<sup>th</sup>, and 29<sup>th</sup>, and January 1<sup>st</sup>. He said the DMV FLOW Mobile event is scheduled for December 27<sup>th</sup>, and the next HAZMAT at the Barn would be on January 6<sup>th</sup>. He also sought clarification on the Farmer's Market being closed December 23<sup>rd</sup> and 30<sup>th</sup>. He advised the Council he spoke with the Davie Police Department and with the Town Administration regarding issues with landscaping vehicles blocking roadways. He stated the landscape vehicles park on one side of the road and block that lane from being used until they are done with their work. He said the vehicles need to be either moved completely off the road into the swale areas, or into their customers driveways. He advised residents they can report the issue directly to Davie Police Department using the with the "Safer App", which can be downloaded to their phones, or call the non-emergency police line. He thanked residents George Morris, Wendy Halberg, and Jason Halberg for the time they spent serving on Town Advisory Boards. He wished Council Member Hartmann a speedy recovery and hoped he felt better. Lastly, he wished everyone "Happy Holidays".

Council Member Allbritton discussed the 7<sup>th</sup> Annual Holiday Lights Contest that happened last week. He said it was a fun event with the judging done by the Rural Public Arts and Design Board, and the trophies were handed out by Santa Claus and the Volunteer Fire Department. He thanked the Board and Susan Kutz for their work on the Contest. He spoke about attending a trip with the Broward Water and Climate Change to Green K Wetlands in Boynton Beach and to the C-51 Reservoir in Loxahatchee. He talked about the Broward League of Cities meeting that occurred in Weston. He stated the main topic was the grant funding received from the State, and the Town has received \$7 million in active funds and \$2.4 million in applications waiting to be funded. He said the Broward League of Cities requested every municipality to fight against State Senate Bill 280 regarding vacation rentals. He stated if passed the State law will override any municipal ordinances and resolutions and the Town will not be able to take any actions regarding the vacation rentals.

He discussed a letter from the South Florida Drainage District advising they are lowering the waters in anticipation of the upcoming rain. He said the letter also asks all secondary local government agencies and the 298 Special Districts to proactively monitor the rainfall to prevent major flooding. He thanked Town Administrator Berns for all the assistance that he has given him over the last three years he has been in office. Lastly, he read a satirical letter regarding red and blue Christmas lights and the dangers they cause for driving. He wished everyone Happy Holidays.

Vice Mayor Kuczenski thanked everyone for attending the meeting. He spoke about the Town Advisory Board openings and for residents to submit applications if they had an interest of serving on one of the Boards. He said the Rural Public Arts and Design Board had an opening and described the responsibilities of that Board, including the Southwest Rancher and Town Calendars. He stated the 2024 calendars are available for purchase at Town Hall. He reminded everyone that the Town is one of many religions and wished everyone Happy Holidays. He asked residents to be patient and respectful of one another during the holiday season if their neighbors are celebrating and having parties at their homes. He agreed with Council Member Jablonski on the issue of the landscaping trucks in the roads and said he receives many complaints as well. He wished Council Member Hartmann a speedy recovery from his illness. He provided traffic citation statistics for the month of May throughout the Town and thanked the Davie Police Department for their efforts in dedication to the speed enforcement in the Town. He discussed the Zero-Waste Task Force meeting and said there must be an alternative solution to the incinerator and that was recycling and zero-waste. He thanked Debbie Green and Richard Ramcharitar for their efforts with the issue and asked for people to come out and help with the zero-waste issue. He thanked Town Administrator Andy Berns for all his help and assistance through the years.

Mayor Breikreuz asked the Town Council for a consensus on sending the issue of the height of walls around properties to the Comprehensive Plan Advisory Board for review. He stated the current ordinance is 8 feet of height from the level of the floor of the house and gave the example that could result in a 16 foot wall surrounding the house. He discussed "Florida Treasure Hunt" which contains unclaimed property in the State of Florida, and encouraged everyone to check into it to see if they have any unclaimed funds or property. He talked about the speeding issue on

Volunteer Road and thanked Town Administrator Berns and Town Attorney Poliakoff for contacting the dealerships in the area to scale back their test drives on that road. He spoke about the test program the Town is initiating for ear plugs for horses to help with fireworks in anticipation of the New Year's Eve holiday. He stated the Town will have a limited supply of ear plugs to provide to residents, and in return for the ear plugs, residents would provide feedback to the Town on the effectiveness of the ear plugs. He spoke about having a personnel position created to assist the Assistant Town Administrator Muñiz in his new duties in the role of Town Administrator. He said that no action should be taken at the time, but it is something the Town Council should think about for the future. Council Member Jablonski interjected that he spoke to Assistant Town Administrator Muñiz, and they thought it would be best to wait a few months to have a better understanding on what qualifications would work best for the position. It was recommended to discuss the item with Assistant Town Administrator Muñiz over the next couple of months and bring the item back later. He wished Council Member Hartmann well and hoped he got better soon. He wished everyone Happy Holidays and to enjoy spending time with their families and friends during this time of year. He thanked Town Administrator Berns for everything he has done for the Town through the years. He said Town Administrator Berns came into the Town at a difficult time and he brought stability, integrity, wisdom, and knowledge, to the betterment of the Town. He also thanked Assistant Town Administrator Muñiz for the work he has done for the Town so far and is looking forward to what the future will hold under his leadership.

## **6. Legal Comments**

Town Attorney Keith Poliakoff spoke about the Chili-Cook Off and Car Show and commended the phenomenal work the Aster Knight Foundation did in with the event. He congratulated the winner Darren Reese, Vice Mayor Kuczenski for placing second, and Assistant Town Administrator Muñiz for placing fourth. He wished everyone a happy and healthy holiday season and a happy new year. He congratulated Town Administrator Berns on his retirement and said it was a honor working with him over the years. He also advised the Council that the company Southern Strategies has changed its name to Southern Group and provided a new agreement with the correct name for signature by the Town Administrator. He asked the Council for authorization to have Town Administrator Berns sign the agreement and there were no objections.

## **7. Administration Comments**

Town Administrator Berns advised the Council the Farmer's Market is closed during the holidays and would reopen January 6<sup>th</sup>. He thanked members of the public and the Town Council for the comments they made regarding his service and retirement.

## **Ordinance – 2<sup>nd</sup> Reading**

**8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING SECTION 9-5 OF CHAPTER 9 ENTITLED "NOISE" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO AMEND THE LIST OF EXEMPTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. {Approved on First Reading on November 16, 2023}**

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

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

**9.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 35, "CONDITIONAL USES," SECTION 035-080, "INDOOR AND OUTDOOR ASSEMBLY IN RURAL AND AGRICULTURAL DISTRICTS," TO AMEND THE LIST OF EXEMPTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. **{Approved on First Reading - November 16, 2023}**

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

**MOTION: TO APPROVE THE ORDINANCE ON SECOND READING BY AMENDING SECTION D PARAGRAPH 3 TO – SUNDAY THROUGH THURSDAY 8 PM TO 9 AM, AND FRIDAY THROUGH SATURDAY 11 PM TO 9 AM.**

**Resolutions**

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

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

**MOTION: TO APPROVE THE RESOLUTION AND APPOINT RENEE GREEN TO THE BOARD.**

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

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

**MOTION: TO APPROVE THE RESOLUTION.**

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

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

**MOTION: TO APPROVE THE RESOLUTION.**

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

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

**MOTION: TO APPROVE THE RESOLUTION.**

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

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

**MOTION: TO APPROVE THE RESOLUTION.**

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

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

**MOTION: TO APPROVE THE RESOLUTION.**

**16.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE TOWN ADMINISTRATOR'S SELECTION OF DEBRA RUESGA, CMC, AS THE TOWN CLERK OF THE TOWN OF SOUTHWEST RANCHES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO A CONTRACT WITH DEBRA RUESGA, WHICH ESTABLISHES THE SCOPE, COMPENSATION AND BENEFITS FOR THE TOWN CLERK'S SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**Discussion**

**17. Creation of Zero Waste Advisory Board**

Mayor Breitreuz thanked Debbie Green and Richard Ramcharitar for their recommendation for the creation of the Board and the work they are doing for the zero-waste initiative. Vice Mayor Kuczenski talked about the importance of having the Board and the reason why he asked for the item to be a discussion item on the agenda. Town Attorney Poliakoff advised the Town Council of the differences and the restrictions of the two types of board that that provides recommendations to the Town Council, and the type of board that is a "fact finding" board. The Town Council listened to members of the public on the issue and discussed which type of board would best suit the Town's needs. The Council advised the Town Administration to prepare a Resolution for the creation of the Zero Waste Advisory Board to be brought forward at the January 25<sup>th</sup> Town Council meeting.

**18. Annual Review of Charter Officials**

At the request of Administration this item was tabled until the January 25, 2024, Town Council Meeting (Was there a motion/Second/Vote?)

**19. Town Administrator's Outgoing Comments - Andy Berns**

Town Administrator Berns thanked everyone for the retirement party and for the kind words Council expressed at the party. He stated the highlight were the positive remarks made regarding Assistant Town Administrator Muñiz and Town staff. He said these comments meant he had accomplished his job here and the Town was ready to move on to the next step forward. He read



a satirical letter with his "Top Ten Things He Would Not Miss" and said he would truly miss the people and relationships he has built in his time with the Town. He attributed all of his successes while serving the Town to one core principle, which was "I work to better the lives of the people around me". He said He stated it was an honor and a privilege to serve the Town and thanked everyone.

## **20. Town Administrator's Incoming Comments - Russell Muñiz**

Assistant Town Administrator Muñiz thanked Mayor Breitzkreuz and the Town Council for giving him the opportunity of a lifetime as the incoming Town Administrator. He thanked Town Administrator Berns for being a great mentor and friend during the nine years they have worked together. He stated the Town has flourished under Town Administrator Berns' leadership and congratulated him on his retirement. He pledged to the residents of the Town to hear their concerns with honesty and integrity, and to work diligently to maintain the high level of service they have come to expect. He told Town staff that he respected them, thanked them for their contributions to the Town, and looked forward to the things that will be accomplished in the future. He thanked his wife and family and recognized the sacrifices they had made for his accomplishments to be possible. He wished everyone a happy holiday season and looked forward to seeing them in 2024.

### **MOTION: TO APPROVE THE RESOLUTION**

## **21. Approval of Minutes**

- a. September 14, 2023 Regular Meeting Minutes
- b. September 28, 2023 Regular Meeting Minutes

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

### **MOTION: TO APPROVE THE SEPTEMBER 14, 2023 REGULAR MEETING MINUTES AND SEPTEMBER 28, 2023 REGULAR MEETING MINUTES.**

## **22. Adjournment**

Meeting was adjourned at 8:46 p.m.

*Respectfully submitted:*

---

*Debra M. Ruesga, Town Clerk*

*Adopted by the Town Council on this 8th day of February, 2024.*

---

*Steve Breitzkreuz, Mayor*

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