RESOLUTION NO. 2025-053

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, PIGGYBACKING OFF OF THE CITY OF DANIA BEACHES' PROCUREMENT AND APPOINTING HARRY HIPLER, ESQ., OF HARRY HIPLER, P.A., AS THE TOWN'S ALTERNATE SPECIAL MAGISTRATE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH HARRY HIPLER, PA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 162, Florida Statutes, the Town is required to retain a Special Magistrate to preside over the Town's Code Enforcement Hearings; and

WHEREAS, in Resolution 2024-042, the Town Council appointed Michael Garcia Esq. of Michael Garcia, PA, to serve as the Town's Special Magistrate; and

WHEREAS, in the event of conflicts and scheduling conflicts, the Town needs an Alternate Magistrate to preside over code enforcement cases; and

WHEREAS, the Town desires to piggyback off of the City of Dania Beach's selection of Harry Hipler, Esq. of Harry Hipler, P.A. as its Alternate Magistrate;

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 piggybacks off of the City of Dania Beach's procurement of Harry Hipler, Esq. of Harry Hipler, P.A., and selects Harry Hipler, Esq. as the Alternate Special Magistrate for the Town, in accordance with Chapter 162, Florida Statutes.

Section 3: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 24th day of April, 2025 on a motion by C/M KUCZENSKI and seconded by C/M JABLONSKI.

Breitkreuz	YES	Ayes	5
Hartmann	YES	Nays	—
Allbritton	YES	Absent	—
Jablonski	YES		
Kuczenski	YES		

FOR
Steve Breitkreuz, Mayor

ATTEST:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney
1001.029.2025

RESOLUTION NO. 2022-098

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPOINTING HARRY M. HIPLER, THOMAS J. ANSBRO, AND THE FIRM OF NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A., TO ACT AS CODE COMPLIANCE SPECIAL MAGISTRATES FOR MUNICIPAL CODE COMPLIANCE PROCEEDINGS AND SETTING THE COMPENSATION FOR SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utilizes a Special Magistrate system for code compliance; and

WHEREAS, to ensure that the City adheres to best practices, including procurement practices, on April 8, 2022, the City issued Request for Proposals ("RFP") No. 22-016 for Special Magistrate Services; and

WHEREAS, pursuant to the RFP, the City sought persons that are members in good standing with the Florida Bar and eligible to practice law in the State of Florida, with experience at providing the required Professional Special Magistrate Services; and

WHEREAS, the City received three responses, all of which are qualified to provide Special Magistrate Services; and

WHEREAS, the City desires to utilize the services of all three respondents to ensure that there is always a Special Magistrate available to oversee the Code Compliance hearings;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above "Whereas" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission appoints Harry M. Hipler, Thomas J. Ansbro and the firm of Nason, Yeager, Gerson, Harris & Fumero, P.A., to act as Code Enforcement Special Magistrates for municipal code compliance proceedings. A copy of the proposed Special Magistrate Letter Agreement, which includes the compensation for services, is attached as Exhibit "A" and is made a part of and incorporated into this Resolution by this reference. Although, the appointees shall serve at the pleasure of the City Commission, pursuant to the RFP, the appointees are being provided a letter agreement with an initial two (2) year term, with an option to renew for two (2) additional two (2) year time periods for a cumulative total of six

(6) years, using the same terms, conditions, and pricing of the original agreement provided that funds are available and appropriated by the City Commission.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 28, 2022.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
City Attorney's Office

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100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

SAMPLE AGREEMENT

June 28, 2022

NAME
ADDRESS

Subject: Special Magistrate Retainer Agreement-Harry Hipler

Dear _____,

This Retainer Agreement shall confirm that you agree to act as a Code Compliance Special Magistrate for the City of Dania Beach (the "City") under the following terms and conditions:

1. Pursuant to the authority provided by City Resolution to be adopted by the City Commission, this will serve as your appointment as a Special Magistrate for Code Compliance commencing on _____. You will serve at the pleasure of the City Commission.

2. It is agreed to that you will be compensated for your services on an hourly basis at the rate of One Hundred Fifty Dollars ($150.00) per hour, excluding travel time to and from Special Magistrate hearings and meetings.

3. It is also agreed to that you may bill for reasonable out-of-pocket expenses in connection with our Special Magistrate duties, including but not limited to, such ordinary expenses as postage, telephone calls (a copy of the telephone bill must be submitted with the request), photocopy charges ($0.15 per page) and courier charges.
4. As a Code Compliance Special Magistrate, you will be responsible for the preparation for and attendance at scheduled Special Magistrate Hearings, review of the final order(s) and such other duties as the City may assign to you. Additionally, you shall adhere to Chapter 162, Florida Statutes, Chapter 2, of the City Code of Ordinances and the City's Zoning and Land Development Codes as they relate to Code Compliance matters, the Florida Rules of Civil Procedure, Rules of Evidence, and all other City ordinances relevant to Code Compliance.

5. It is further agreed to that you must submit a detailed invoice to the City Code Compliance Division, Attention: Eric Walton, Code Compliance Manager, within fifteen (15) days after the end of the preceding month. Invoices shall include the date of the hearing over which you presided, the total number of hours worked (rounded to

the nearest tenth), and a brief summary of the work performed. Any reimbursement of out-of-pocket expenses outlined above requires the submission of invoices, bills and receipts. If any errors are discovered in any invoice, City will inform you and will request revised copies of such invoices. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions, and the parties agree to cooperate by promptly conferring to resolve the disputed portion of the invoice.

6. This Agreement may be cancelled by the City upon five (5) days' prior written notice with or without cause. Upon such termination, you shall be entitled only to such fees and costs earned as of the date of termination. In the event you deem it necessary to cancel this Agreement, you shall give thirty (30) days' prior written notice to the City Attorney's office.

7. In connection with the Special Magistrate duties, it is understood and agreed to that you shall neither represent clients in lawsuits, quasi-judicial proceedings, or administrative matters involving the City, nor shall you represent any client in a property-related matter with a reasonable potential of becoming a respondent before a Special Magistrate, so long as you serve as Special Magistrate for the City. Further, you shall not receive a referral fee for referring a current or future potential client to another attorney, if such client is pursuing or intends to pursue any claim against the City in a court of law, any arbitration hearing, or before a state or local government administrative board.

8. The City will indemnify and defend you in your capacity as a Special Magistrate for Municipal Code Compliance proceedings from any cause of action that may arise from the performance of your duties as Special Magistrate on behalf of the City, within the scope and course of your employment.

Very truly yours,

Agreed to and accepted by:

Eve A. Boutsis, City Attorney

_____
Signature

_____
PRINT Name

Date: _____, 2022

EAB:la

City of Dania Beach
City Attorney's Office

DANIA BEACH
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100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)

June 29, 2022

Mr. Harry Hipler
215 North Federal Highway
Dania Beach, Florida 33004

Subject: Special Magistrate Retainer Agreement-Harry Hipler

Dear Mr. Hipler,

This Retainer Agreement shall confirm that you agree to act as a Code Compliance Special Magistrate for the City of Dania Beach (the "City") under the following terms and conditions:

1. Pursuant to the authority provided by City Resolution to be adopted by the City Commission, this will serve as your appointment as a Special Magistrate for Code Compliance commencing on July 14, 2022. The Code Compliance Hearings are scheduled on the second Thursday of the month and begin at 9:00 a.m. You will serve at the pleasure of the City Commission.

2. It is agreed to that you will be compensated for your services on an hourly basis at the rate of One Hundred Fifty Dollars ($150.00) per hour, excluding travel time to and from Special Magistrate hearings and meetings.

3. It is also agreed to that you may bill for reasonable out-of-pocket expenses in connection with our Special Magistrate duties, including but not limited to, such ordinary expenses as postage, telephone calls (a copy of the telephone bill must be submitted with the request), photocopy charges ($0.15 per page) and courier charges.

4. As a Code Compliance Special Magistrate, you will be responsible for the preparation for and attendance at scheduled Special Magistrate Hearings, review of the final order(s) and such other duties as the City may assign to you. Additionally, you shall adhere to Chapter 162, Florida Statutes, Chapter 2, of the City Code of Ordinances and the City's Zoning and Land Development Codes as they relate to Code Compliance matters, the Florida Rules of Civil Procedure, Rules of Evidence, and all other City ordinances relevant to Code Compliance.

5. It is further agreed to that you must submit a detailed invoice to the City Code Compliance Division, Attention: Eric Walton, Code Compliance Manager, within fifteen (15) days after the end of the preceding month. Invoices shall include the date of the hearing over which you presided, the total number of hours worked (rounded to

the nearest tenth), and a brief summary of the work performed. Any reimbursement of out-of-pocket expenses outlined above requires the submission of invoices, bills and receipts. If any errors are discovered in any invoice, City will inform you and will request revised copies of such invoices. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions, and the parties agree to cooperate by promptly conferring to resolve the disputed portion of the invoice.

6. This Agreement may be cancelled by the City upon five (5) days' prior written notice with or without cause. Upon such termination, you shall be entitled only to such fees and costs earned as of the date of termination. In the event you deem it necessary to cancel this Agreement, you shall give thirty (30) days' prior written notice to the City Attorney's office.

7. In connection with the Special Magistrate duties, it is understood and agreed to that you shall neither represent clients in lawsuits, quasi-judicial proceedings, or administrative matters involving the City, nor shall you represent any client in a property-related matter with a reasonable potential of becoming a respondent before a Special Magistrate, so long as you serve as Special Magistrate for the City. Further, you shall not receive a referral fee for referring a current or future potential client to another attorney, if such client is pursuing or intends to pursue any claim against the City in a court of law, any arbitration hearing, or before a state or local government administrative board.

8. The City will indemnify and defend you in your capacity as a Special Magistrate for Municipal Code Compliance proceedings from any cause of action that may arise from the performance of your duties as Special Magistrate on behalf of the City, within the scope and course of your employment.

Very truly yours,

Eve A. Boutsis Digitally signed by Eve A. Boutsis DN: cn=Eve A. Boutsis, o=City of Miami Beach, ou=Legal Department, email=eboutsis@miamibeachfl.gov, c=US Date: 2022.06.29 08:58:45 -04'00'

Eve A. Boutsis, City Attorney

Agreed to and accepted by:

Signature

Harry Hipler

PRINT Name

Date: 6-29-, 2022

EAB:la