



Southwest Ranches Town Council

REGULAR MEETING Agenda of May 28, 2015

Southwest Ranches Council Chambers
7:00 PM THURSDAY

13400 Griffin Road
Southwest Ranches, FL 33330

Mayor
Jeff Nelson

Vice-Mayor
Freddy Fisikelli

Town Council
Steve Breitzkreuz
Gary Jablonski
Doug McKay

Town Administrator
Andrew D. Berns

**Town Financial
Administrator**
Martin Sherwood, CPA CGFO

Town Attorney
Keith M. Poliakoff, J.D.

**Assistant Town
Administrator/Town Clerk**
Russell C. Muñiz, MMC

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

1. **Call to Order/Roll Call**

2. **Pledge of Allegiance**

3. **Public Comment**

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

4. **Board Reports**

5. **Council Member Comments**

6. **Legal Comments**

7. **Administration Comments**

8. **Resolution** – A RESOLUTION A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SECOND MODIFICATION TO THE AGREEMENT WITH A SUPERIOR TOWING COMPANY FOR TOWN-WIDE WRECKER AND TOWING SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM WITH AN OPTIONAL FIVE (5) YEAR RENEWAL TERM AT AN INCREASED FRANCHISE FEE RATE OF FIFTEEN PERCENT (15%) OF EACH TOW, AS FULLY DESCRIBED WITHIN THE ORIGINAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

9. **Resolution** – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A LEASE AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR THE LEASING OF OFFICE SPACE AT THE TOWN HALL; AND PROVIDING FOR AN EFFECTIVE DATE.

10. Approval of Minutes**a. April 23, 2015, Regular Town Council Meeting****11. 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.

RESOLUTION NO. 2015 –

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE SECOND MODIFICATION TO THE AGREEMENT WITH A SUPERIOR TOWING COMPANY FOR TOWN-WIDE WRECKER AND TOWING SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM WITH AN OPTIONAL FIVE (5) YEAR RENEWAL TERM AT AN INCREASED FRANCHISE FEE RATE OF FIFTEEN PERCENT (15%) OF EACH TOW, AS FULLY DESCRIBED WITHIN THE ORIGINAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 7th, 2009, pursuant to Resolution No. 2009-062, the Town Council approved an Agreement with A Superior Towing Company to provide wrecker and towing services to the Town; and

WHEREAS, the initial Agreement expired on May 22, 2012; and

WHEREAS, on May 24th, 2012, pursuant to Resolution No. 2012-053, the Town Council approved an additional three year term, which expires on May 21, 2015; and

WHEREAS, the Town's staff as performed a review of this contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement; and

WHEREAS, the contractor has agreed to increase the Town's franchise fee to fifteen percent (15%) of each tow, as fully described within the original Agreement, upon approval of this renewal; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to extend the Agreement with A Superior Towing Company as the Town's preferred wrecking and towing service operator for an additional five (5) year term, with an optional five (5) year renewal term at an increased franchise fee rate of fifteen percent (15%) of each tow, as fully described within the original Agreement;

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 Second Modification to the Agreement with A Superior Towing Company, in substantially the same form as that attached hereto as Exhibit "A", to provide wrecker and towing services to the Town for an additional five (5) year term, with an optional five (5) year renewal term at an increased franchise fee rate of fifteen percent (15%) per tow, as fully described within the original Agreement.

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

Section 4: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of May, 2015, on a motion by _____ and seconded by _____.

Nelson _____
Fisikelli _____
Breitkreuz _____
Jablonski _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney

SECOND MODIFICATION TO THE AGREEMENT

THIS IS THE SECOND MODIFICATION TO AGREEMENT entered into as of this ____ day of May, 2015, between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and A Superior Towing ("A Superior"), a Florida corporation, for the purposes of amending the Agreement between the Town and A Superior, dated May 22nd, 2009.

WITNESSETH:

WHEREAS, on May 7th, 2009, pursuant to Resolution No. 2009-062, the Town Council approved an Agreement with A Superior Towing Company to provide wrecker and towing services to the Town; and

WHEREAS, the initial Agreement expired on May 22, 2012; and

WHEREAS, on May 24th, 2012, pursuant to Resolution No. 2012-053, the Town Council approved an additional three year term, which expires on May 21, 2015; and

WHEREAS, the Town's staff as performed a review of this contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement; and

WHEREAS, the contractor has agreed to increase the Town's franchise fee to fifteen percent (15%) of each tow, as fully described within the original Agreement, upon approval of this renewal; and

WHEREAS, the Town Council believes that it is in the best interest of the Town to extend the Agreement with A Superior Towing Company as the Town's preferred wrecking and towing service operator for an additional five (5) year term, with an optional five (5) year renewal term at an increased franchise fee rate of fifteen percent (15%) of each tow, as fully described within the original Agreement; and

WHEREAS, A Superior Towing is also desirous in extending the term of the Agreement and increasing the Town's franchise fee in accordance with the terms and conditions contained herein;

NOW THEREFORE, for and in consideration of the premises and for Ten Dollars (\$10.00) and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Original Agreement shall be amended as follows:

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. Section 12.2 "Effective Date & Term" shall be amended to read as follows:

SECTION 12
EFFECTIVE DATE & TERM

12.2 **TERM OF AGREEMENT:**

This Agreement shall become effective on the last date of execution by either of the Parties to this Agreement. The Agreement shall be effective through May 31, ~~2015~~ 2020, with an optional five (5) year renewal term, and the TOWN reserves the right to extend the Agreement, provided that both parties agree that all the terms, conditions, and specifications remain the same and the extension is approved by the Town Council.

3. Section 9.1 "Monthly Fee to be Paid to Town" shall be amended to read as follows:

9.1 **MONTHLY FEE TO BE PAID TO TOWN:**

CONTRACTOR shall pay to TOWN, a contract fee in the amount of ~~thirteen percent (13%)~~ fifteen percent (15%) of all monies collected as a result of this Agreement. Said payment shall be made by the tenth day of every month based upon the prior month's collections. Payments are to be made punctually by cashier's check or CONTRACTOR check drawn upon a local bank. Payments shall be delivered to Town of Southwest Ranches Accounts Receivable c/o Finance Department ~~6589 SW 160th Avenue, Southwest Ranches, FL 33331~~ 13400 Griffin Road, Southwest Ranches, FL 33330.

4. Section 13 "Notice" shall be amended to read as follows:

Section 13
NOTICE

13.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent certified United States mail, return receipt requested, addressed to the party whom it was intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the representative places for giving notice:

FOR TOWN

WITH A COPY TO

Charles Lynn, Town Administrator
6589 S.W. 160th Avenue
Southwest Ranches, FL 33331

Town Attorney
Becker & Poliakoff, P.A.
Attn: Keith M. Poliakoff
3111 Stirling Road
Fort Lauderdale, FL 33312

Andrew Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330

Town Attorney
Arnstein & Lehr LLP
Attn: Keith Poliakoff
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, FL 33301

FOR CONTRACTOR:

A Superior Towing Company
Mr. Sean Loscalzo, President
2835 SW 66th Avenue
Davie, Florida 33317

IN WITNESS WHEREOF, this Second Modification to the Agreement is accepted and executed as of this _____ day of May, 2015

WITNESSES:

**CONTRACTOR:
A SUPERIOR TOWING COMPANY**

By: _____
Mr. Sean Loscalzo, President

TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor

By: _____
Andrew Berns, Town Administrator

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney

112449080.1

RESOLUTION NO. 2015 - _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
SOUTHWEST RANCHES, FLORIDA, APPROVING A LEASE
AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR THE LEASING OF
OFFICE SPACE AT THE TOWN HALL; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, C.A.P. Government, Inc., a Florida corporation ("CAP") is the Town's contracted building permit vendor and as such, CAP wishes to lease an office at the Town Hall, located at 13400 Griffin Road, Southwest Ranches, Florida 33330; and

WHEREAS, the Town Staff has determined that it would be beneficial for CAP to have an office at the Town Hall to increase efficiency in dealing with building permit issues; and

WHEREAS, Section 2-203 (f) of the Town Procurement Code requires Town Council approval of all leases of real property.

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

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

SECTION 2. The Town Council, in conformance with Section 2-203 (f) of the Town Procurement Code, hereby approves the leasing of an office at the Town Hall to CAP pursuant to a lease agreement between the Town and CAP.

SECTION 3. The Mayor or Vice Mayor and the Town Administrator, as attested by the Town Clerk and approved as to legal form and correctness by the Town Attorney, are hereby authorized and directed to enter into a Lease Agreement with CAP in substantially the form attached hereto as Exhibit "A", with such changes, insertions and omissions as may be approved by the Mayor or Vice Mayor, the execution thereof being conclusive evidence of such approval.

SECTION 4. SAVINGS CLAUSE. If any section, paragraph, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts thereof which conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this ____ day of May, 2015, on a motion by _____, seconded by _____.

Nelson _____
Jablonski _____
Breitkreuz _____
Fisikelli _____
McKay _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney

112421377.1

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of the _____ day of _____, 2015 (the "Effective Date"), by and between Town of Southwest Ranches, a political subdivision of the State of Florida ("Landlord"), and C.A.P. Government, Inc., a Florida corporation ("Tenant").

WITNESSETH

WHEREAS, Landlord owns the real property and improvements located at 13400 Griffin Road, Southwest Ranches, Florida 33330 (hereinafter referred to as "Town Hall"); and

WHEREAS, Tenant is the contracted building permit vendor for Landlord and Landlord desires to lease and Tenant desires to rent a currently unused office located at Town Hall (the "Leased Premises"); and

WHEREAS, Landlord and Tenant have reached an agreement for Tenant to lease the Leased Premises in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant agree that Tenant shall lease the Leased Premises upon the following terms and conditions:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Leased Premises. The Leased Premises are accepted by Tenant in their "AS-IS, WHERE-IS" condition.

3. Term. The Term of this Lease (the "Term") shall commence on May 4, 2015 ("Lease Commencement Date") and shall continue for twelve (12) months, unless sooner terminated as provided herein. Provided Tenant is not in breach under this Lease, Tenant shall have the option of leasing the Leased Premises for additional periods of twelve months ("Renewal Options"), so long as Tenant continues to be the building permit vendor for Landlord. Tenant shall provide Landlord with thirty (30) days written notice of its' desire to exercise a Renewal Option. If Tenant provides said written notice to Landlord that Tenant wishes to exercise a Renewal Option, Landlord shall have five (5) days to respond and no response within five (5) days shall be deemed approval. Provided the terms of the Renewal Option are the same as set forth in this Lease, Landlord shall not be required to obtain approval for such Renewal from Town Council.

Notwithstanding the foregoing, either party may, upon providing thirty (30) days written notice to the other, terminate this Lease.

4. Rental. The agreed rental shall be Five Hundred and 00/100 Dollars (\$500.00) inclusive of all taxes and fees, on the first day of each calendar month. Rent shall include (i) use of

Town telephones for local calls; (ii) use of Town's photo copy machine; and (iii) all utilities. Tenant shall supply its own computer and office supplies.

5. Use. During the Term of this Lease, Tenant shall have the right to use the Leased Premises for the operation of its' business of processing building permits and for no other purposes.

6. Holdover. In the event that Tenant shall not immediately surrender the Leased Premises to Landlord upon the expiration of the Term, or Renewal thereof, Tenant shall be deemed to be a tenant-at-sufferance, without claim of right, pursuant to the terms and provisions of this Lease. Notwithstanding the foregoing, if Tenant shall hold over after the expiration of the Term, or Renewal thereof and Landlord shall desire to regain possession of the Leased Premises, then Landlord may forthwith re-enter and take possession of the Leased Premises without process, or by any legal process provided under applicable state law.

7. Observance of Laws and Ordinances. Tenant agrees to observe, comply with and execute promptly during the Term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of governmental authorities which relate to its use or occupancy of the Leased Premises.

8. Taxes and Expenses Relating to the Use of the Leased Premises. Landlord shall be solely responsible for the payment of all taxes, assessments and other charges by any governmental or quasi-governmental authority that are assessed, levied or in any manner imposed on the Leased Premises or which arise out of this Lease.

9. Insurance. Tenant shall obtain and keep in full force and effect at all times during the term of the Lease, insurance against loss or liability in connection with bodily injury, death, or property damage or destruction, occurring on or about the Leased Premises under one or more policies of commercial general liability insurance, which shall name the Town as an additional insured. The total insurance coverage shall be in an amount of not less than combined single limited of One Million and No/100 Dollars (\$1,000,000.00), which coverage limit may be provided under an existing policy insuring the Tenant. Tenant shall also be responsible for providing insurance coverage for Tenant's personal property located on the Leased Premises. Landlord shall not, under any circumstances, be liable to Tenant for damage or destruction to Tenant's personal property.

10. Default.

(a) In the event Tenant fails to comply with any of the terms and provisions set forth herein, Landlord may, after providing Tenant written notice and a period of ten (10) days after the giving of such notice as an opportunity for Tenant to cure the default in question, immediately enter the Leased Premises and repossess the same and expel Tenant or any who may be claiming under Tenant, and remove their effects without being liable for any form of damages or deemed guilty of any form of trespass. Landlord may further avail itself of any and all other remedies allowed by law, including but not limited to termination of this Lease.

(b) In the event Landlord fails to comply with any of the terms and provisions set forth herein, Tenant may, after providing Landlord written notice and a period of ten (10) days after the giving of such notice as an opportunity for Landlord to cure the default in question, Tenant may terminate this Lease, seek reimbursement of any portion of rent applicable to the remainder of the Term.

11. Cumulative Rights. The rights of Landlord under the foregoing shall be cumulative, and failure on the part of Landlord to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

12. Vandalism. NEITHER LANDLORD NOR TENANT SHALL BE LIABLE FOR ANY DAMAGE TO, REMOVAL OF, OR LOSS OF ANY PROPERTY OF TENANT OCCASIONED BY ANY THEFT, BURGLARY, ROBBERY, LARCENY, VANDALISM OR ANY ATTEMPTED THEFT, BURGLARY, ROBBERY, OR LARCENY OF ANY KIND.

13. Attorneys' Fees. If either Landlord or Tenant commences or engages in any legal action or proceeding against the other party arising out of or in connection with the Lease, or the Leased Premises (including, without limitation (a) the enforcement or interpretation of either party's rights or obligations under this Lease (whether in contract, tort, or both) or (b) the declaration of any rights or obligations under this Lease), the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, together with any costs and expenses, incurred in any such action or proceeding, including any attorneys' fees, costs, and expenses incurred on collection and on appeal.

14. Notices. All notices or other communications hereunder shall be in writing and shall be deemed duly given if addressed and delivered to the respective parties' addresses, as set forth below: (i) in person; (ii) by Federal Express or similar overnight carrier service; or (iii) mailed by certified or registered mail, return receipt requested, postage prepaid. Such notices shall be deemed received upon the earlier of receipt or, if mailed by certified or registered mail, three (3) days after such mailing. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices. Any notice periods provided for under this Lease shall run concurrently with any statutory notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

LANDLORD:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
Attn: Andrew Berns, Town Administrator
Email: aberns@southwestranches.org
Tel: 954-434-0008

TENANT:

C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, FL 33134
Attn: Carlos A. Penin, President
Email: cap@capfla.com

With a copy at the same time to:

Keith M. Poliakoff, Esq.
Arnstein & Lehr LLP

With a copy at the same time to:

200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301
Telephone: 954-713-7644
Email: Kpoliakoff@arnstein.com

15. No Personal Liability. The parties agree that no liability shall attain in favor of either party as against any officer, director, member, agent or employee of Landlord or Tenant.

16. Quiet Enjoyment. Landlord covenants and agrees that, on Tenant's paying rent and performing all of the other provisions of this Lease on its part to be performed within applicable grace periods, Tenant may peaceably and quietly hold and enjoy the Leased Premises for the Lease Term without hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord.

17. Counterparts. This Lease may be executed in one or more counterparts, each which shall constitute an original and all of which shall be one and the same agreement.

18. Authority. Landlord hereby represents and warrants that it is the fee simple owner of the Leased Premises, that it is authorized to enter into this Lease, and has all necessary power and authority to execute this Lease and to perform its obligations hereunder, including the obligation to provide Tenant with quiet enjoyment of the Leased Premises for the Lease term.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date set forth below.

LANDLORD:

TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor

ATTEST:

Russell Muñiz, MBA, MMC, Town Clerk

By: _____
Andrew D. Berns, Town Administrator

Dated this ____ day of _____ 2015

APPROVED AS TO FORM
AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

TENANT:

C.A.P. Government, Inc.

By: 

Carlos A. Penin, President

Dated this 18 day of May 2015

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

April 23, 2015

13400 Griffin Road

Present:

Mayor Jeff Nelson

Vice Mayor Freddy Fisikelli

Council Member Steve Breitreuz

Council Member Gary Jablonski

Council Member Doug McKay

Andrew Berns, Town Administrator

Keith Poliakoff, Town Attorney

Martin Sherwood, Town Financial Administrator

Russell Muñiz, Assistant Town Administrator

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 Nelson at 7:10 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Presentation – School Education Advisory Board Art Exhibition

Kathy Sullivan, Chair of the School Education Advisory Board, presented certificates to students from Hawkes Bluff Elementary who participated in an art and essay contest in honor of Arbor Day.

4. Presentation—SWR Volunteer Fire Rescue Department New Apparatus Purchase

Darren Bock, Captain of the Southwest Ranches Volunteer Fire Rescue, Inc. presented the Town Council with a recommendation for a new fire apparatus.

5. Public Comment – The following member of the public addressed the Town Council: John Eastman, Barry Neunzig, and Jim Laskey.

6. Board Reports – There were no board reports.

7. Council Member Comments

Council Member Breitreuz spoke of the TSDOR project and indicated that the first phase of the project would be between 208th Avenue and 210th Avenue and advised that community meetings were being scheduled for mid-May and June.

Council Member McKay spoke about documentation received from FDOT regarding the I-75 interchanges and proposed Park and Ride and distributed copies. He felt it was important to have the Town's opposition to the traffic signal heard by the MPO.

Vice Mayor Fisikelli felt the Council needed to monitor the MPO meeting regarding the Park and Ride and proposed changes to the I-75 and Griffin interchanges. He also spoke about the need to spread the fill out from Country Estates Park and believed it would cost approximately \$10,000 to do so. Town Administrator Berns indicated that bids had recently been received for the trail improvements and felt that since staff was still evaluating those bids it would be difficult to know how much was left over. Vice Mayor Fisikelli felt it was imperative that the park be finished.

Council Member Breitzkreuz expressed his frustration with the progress with the park and urged that an opening date be set even if only part of the park could be used and the part closed off. Lastly, he stated that he observed someone swerving around the speed strips on Stirling Road and was concerned that someone might end up in the canal doing so.

Council Member Jablonski reminded everyone about the School Education Advisory Board Annual Scholarship event which will be held on Saturday May 30th at the Sunshine Ranches Equestrian Park. He also advised that a Fish Fry would be held on May 2nd to benefit the SEAB Scholarship fund.

Mayor Nelson acknowledged the improvements in the areas being maintained by Prestige Landscaping, and thanked staff for their efforts in bringing this vendor aboard. Lastly, he discussed an article that appeared in the Sun Sentinel written by the Mayor of Pembroke Pines regarding barricades placed by Pembroke Pines on SW 54th Place. He indicated that he had penned a response that provided the history, and the facts of the dispute with Pembroke Pines and was hopeful that the Sun Sentinel would publish it soon.

8. Legal Comments

Town Attorney Poliakoff spoke of a recent interaction he had with Governor Scott at Starbucks.

9. Administration Comments

Town Administrator Berns advised that FDOT informed the Town the next revision of plans for the I-75 interchanges should be delivered in October 2015. He assured the Town Council that copies would be distributed when received.

10. Resolution – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXPRESSING THE COUNCIL'S DESIRE TO ESTABLISH THE TOWN OF SOUTHWEST RANCHES NEIGHBORHOOD SAFETY GRANT PROGRAM FOR FY 2014-2015; PROVIDING FOR APPLICATION REQUIREMENTS; APPROVING AN ADDITIONAL 2014-2015 EXPENSE NOT TO EXCEED \$40,000 (FORTY THOUSAND DOLLARS) FOR PROMOTION OF SAFE NEIGHBORHOODS; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. {Originally approved on March 12, 2015 and reconsidered on March 26, 2015}

The following motion was made by Vice Mayor Fisikelli, seconded by Council Member Breitzkreuz and passed by 4-1 roll call vote. The vote was as follows: Council Members Breitzkreuz, Jablonski, Vice Mayor Fisikelli, and Mayor Nelson voting Yes. Council Member McKay voting No.

MOTION: TO APPROVE THE RESOLUTION AS AMENDED WITH A 25% MATCH REQUIREMENT.

11. Resolution – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A LEASE AGREEMENT AND A MAINTENANCE CONTRACT WITH TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. FOR THREE (3) COPIER/PRINTER/SCANNERS;

PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

12. Appointments – Fire Advisory Board

Vice Mayor Fisikelli did not make an appointment at this time.

13. Approval of Minutes

a. March 26, 2015, Regular Town Council Meeting

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

MOTION: TO APPROVE THE MINUTES.

14. Adjournment – Meeting was adjourned at 9:38 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 28th day of May, 2015.*

Jeff Nelson, 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.