



# Southwest Ranches Town Council

## REGULAR MEETING

Agenda of April 9, 2020

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Doug McKay	Delsa Amundson	Andrew D. Berns	Keith M. Poliakoff, J.D.
<u>Vice Mayor</u>	Bob Hartmann	<u>Town Financial</u>	<u>Assistant Town</u>
Denise Schroeder	Gary Jablonski	<u>Administrator</u>	<u>Administrator/Town Clerk</u>
		Martin Sherwood, CPA CGFO	Russell C. Muniz, 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**

### Quasi-Judicial Hearings

Please be advised that the following item on the Council agenda is quasi-judicial in nature. All witnesses who will testify on any item in this portion of the Agenda will be sworn. Participants who are members of the general public need not be sworn and will not be subject to cross-examination if they are not sworn. However, the Council shall not assign un-sworn testimony the same weight or credibility as sworn testimony in its deliberations.

The applicant has the burden of proof. After the applicant's concluding remarks, the hearing will be closed and no additional testimony, material or argument will be allowed unless the Council chooses to request additional testimony. The members of the Town Council will then deliberate.

All evidence relied upon by reasonably prudent persons in the conduct of their affairs may be considered in these proceedings, regardless of whether such evidence would be admissible in a court. Hearsay evidence may supplement or explain other evidence, but shall not alone support a conclusion unless it would be admissible over objection in court. The material in the Town Council agenda will be considered as evidence without authentication.

Anyone representing an organization must present written evidence of his or her authority to speak on behalf of the organization in regard to the matter under consideration. Each person who appears during a public hearing shall identify himself or herself and give their address, and if appearing on behalf of an organization state the name and mailing address of the organization. The Council may, on its own motion or at the request of any person, continue the hearing to a fixed date, time and

place.

No notice shall be required if a hearing is continued to a fixed date, time and place. Any Applicant shall have the right to request and be granted one continuance; however, all subsequent continuance shall be granted at the discretion of the Council and only upon good cause shown.

**3. Asad Waiver of Plat**

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-24-20 TO SUBDIVIDE APPROXIMATELY 23.76 ACRES OF PROPERTY INTO TWO LOTS; GENERALLY LOCATED AT THE NORTHEAST CORNER OF STIRLING ROAD AT ITS INTERSECTION WITH SW 136th AVENUE (HOLATEE ROAD), AND DESCRIBED AS THE WEST HALF OF TRACTS 43 AND 44 LESS THE WEST 40 FEET FOR RIGHT-OF-WAY, TOGETHER WITH THE WEST HALF OF THE EAST HALF, AND THE WEST HALF OF THE EAST HALF OF THE EAST HALF, OF TRACTS 41, 42, 43, AND 44 LESS AND EXCEPT THE SOUTH 40 FEET THEREOF FOR RIGHT-OF-WAY, OF THE SUBDIVISION OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI- DADE COUNTY, FLORIDA, SAID LAND SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.

**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, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 12851 STIRLING ROAD, A SINGLE FAMILY HOME 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 THAT CONNECTIVITY SHALL NOT OCCUR UNTIL AND UNLESS BROWARD COUNTY ADOPTS A NEW WATER AND SEWER CONNECTIVITY REGULATION THAT EXEMPTS FROM MANDATORY CONNECTION HOMES CURRENTLY LOCATED IN THE RURAL ESTATES AND RURAL RANCHES LAND USE CATEGORIES; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.**

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH \_\_\_\_\_ IN THE AMOUNT OF \_\_\_\_\_ (\$\_\_\_\_\_) FOR CONSTRUCTION OF THE HURRICANE LOSS MITIGATION PROGRAM GRANT FUNDED GREEN MEADOWS DRAINAGE MITIGATION IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**11. Approval of Minutes**

- a. November 14, 2019 Special Meeting**
- b. December 5, 2019 Ethics Training Meeting**
- c. March 12, 2020 Regular Meeting**

**12. 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**  
**Doug McKay, Mayor**  
**Denise Schroeder, Vice Mayor**  
**Delsa Amundson, Council Member**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns  
**FROM:** Jeff Katims  
**DATE:** 4/9/2020  
**SUBJECT:** Asad Waiver of Plat

---

### **Recommendation**

Staff recommends approval with conditions as outlined in the staff report.

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

Yes

### **Strategic Priorities**

A. Sound Governance

### **Background**

The Petitioner requests approval of a Waiver of Plat to subdivide 23.76 net acres of undeveloped land at the northeast corner of Stirling Road and Southwest 136<sup>th</sup> Avenue ("Property") into two parcels. The proposed subdivision exceeds minimum lot area and dimensional requirements.

### **Fiscal Impact/Analysis**

N/A

### **Staff Contact:**

Jeff Katims

**ATTACHMENTS:**

Description	Upload Date	Type
Asad Waiver of Plat - TA Approved	4/2/2020	Resolution
Staff Report	3/9/2020	Executive Summary
Parent Tract Survey	3/9/2020	Exhibit
Mail Notice Map	3/9/2020	Exhibit
Mail Notice List	4/2/2020	Backup Material

## RESOLUTION NO. 2020-\_\_\_\_

**A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-24-20 TO SUBDIVIDE APPROXIMATELY 23.76 ACRES OF PROPERTY INTO TWO LOTS; GENERALLY LOCATED AT THE NORTHEAST CORNER OF STIRLING ROAD AT ITS INTERSECTION WITH SW 136<sup>th</sup> AVENUE (HOLATEE ROAD), AND DESCRIBED AS THE WEST HALF OF TRACTS 43 AND 44 LESS THE WEST 40 FEET FOR RIGHT-OF-WAY, TOGETHER WITH THE WEST HALF OF THE EAST HALF, AND THE WEST HALF OF THE EAST HALF OF THE EAST HALF, OF TRACTS 41, 42, 43, AND 44 LESS AND EXCEPT THE SOUTH 40 FEET THEREOF FOR RIGHT-OF-WAY, OF THE SUBDIVISION OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI- DADE COUNTY, FLORIDA, SAID LAND SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 115-070 of the Town of Southwest Ranches Unified Land Development Code ("ULDC") requires Town Council approval of a Plat or Waiver of Plat Application prior to the subdivision of a parcel; and

**WHEREAS**, at a duly noticed public hearing held on April 9, 2020, the Town Council reviewed Waiver of Plat Application No. WP-24-20 by Issa Assad ("Petitioner") to subdivide approximately 23.76 net acres located at 13341 Stirling Road and 5800 Holatee Trail, Southwest Ranches, ("Parent Tract") as described in Exhibit "A" hereto, and made part hereof, into two (2) lots of 19.36 net acres (Lot 1) and 4.40 net acres (Lot 2) in area; and

**WHEREAS**, the proposed subdivision complies with the minimum lot size and dimensional requirements of the effective land use plan and zoning designations, has legal and sufficient access, and will not create or exacerbate any nonconformities with the development standards of the ULDC.

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

**Section 1.** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Resolution No. 2020-

**Section 2.** That, at a duly noticed public hearing held on April 9, 2020, following the review of the staff report and all written and oral evidence received during the public hearing, the Town Council hereby approves Waiver of Plat Application No. WP-24-20 to subdivide the Parent Tract as described and depicted in Exhibit "B" attached hereto and made a part hereof, subject to the following conditions:

1. Prior to recordation of the resolution:
  - a. Payment to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, and any related expenses that the Town has or will incur as a direct cost of this application.
  - b. Owner shall provide clear title and dedicate 15 feet of right-of-way for Stirling Road.
  - c. Owner shall grant a 10-foot easement for utilities along Stirling Road.
2. The existing shed on proposed Lot 1 shall be demolished prior to issuance of a Certificate of Occupancy for Lot 1.
3. Owner shall obtain a building permit for the structural fence columns located adjacent to Stirling Road, prior to or concurrent with issuance of the first building permit for a residence.
4. Excavation of future lakes that cross property lines shall not reduce the dry land area of either lot below the minimum 2.0 net-acre requirement.
5. That the applicant adheres to the Memorandum of Understanding between itself and the Town dated February 24, 2020.

**Section 3.** The Mayor, Town Administrator and Town Attorney are each authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

**Section 4.** This Resolution shall be recorded in the Public Records of Broward County, Florida upon satisfaction of condition no. 1 as set forth in Section 2 hereof.

**Section 5.** This Resolution shall become effective upon its recordation pursuant to Section 4 herein.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this \_\_\_\_ day of \_\_\_\_\_ 2020, on a motion by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**[Signatures on the Following Page]**

McKay \_\_\_\_\_  
Schroeder \_\_\_\_\_  
Amundson \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_

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

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
36791332.1

This page  
intentionally left blank

## **Exhibit "A"**

### **Parent Tract Legal Description**

THE WEST HALF OF TRACTS 43 AND 44, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1 ", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TOGETHER WITH;

THE WEST HALF OF THE EAST HALF AND THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF TRACTS 41, 42, 43, AND 44, OF THE SUBDIVISION OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1 ", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI- DADE COUNTY, FLORIDA.

LESS AND EXCEPT; THE SOUTH 40 FEET THEREOF, AND THE WEST 40 FEET OF TRACTS 43 AND 44, AS CONVEYED TO BROWARD COUNTY BY QUITCLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LAND SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 1,042,780.43 SQUARE FEET (23.939 ACRES), MORE OR LESS.

This page  
intentionally left blank





New Lot "1" Legal Description:

THE WEST HALF OF TRACTS 43 AND 44, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TOGETHER WITH;

THE WEST HALF OF THE EAST HALF AND THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF TRACTS 43 AND 44, AND PORTION OF WEST HALF OF THE EAST HALF OF TRACTS 41 AND 42, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH 89°43'46" EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 659.76 FEET; THENCE NORTH 00°47'33" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°47'33" WEST, A DISTANCE OF 605.41 FEET; THENCE SOUTH 89°43'41" WEST, A DISTANCE OF 619.79 FEET; THENCE NORTH 01°47'46" WEST, A DISTANCE OF 660.40 FEET; THENCE NORTH 89°43'36" EAST, A DISTANCE OF 1,114.71; THENCE SOUTH 01°47'23" EAST, A DISTANCE OF 660.44 FEET; THENCE SOUTH 89°43'41" WEST, A DISTANCE OF 204.84 FEET; THENCE SOUTH 43°58'04" WEST, A DISTANCE OF 174.42 FEET; THENCE SOUTH 01°47'33" EAST, A DISTANCE OF 480.41 FEET; THENCE SOUTH 89°43'46" WEST, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT;

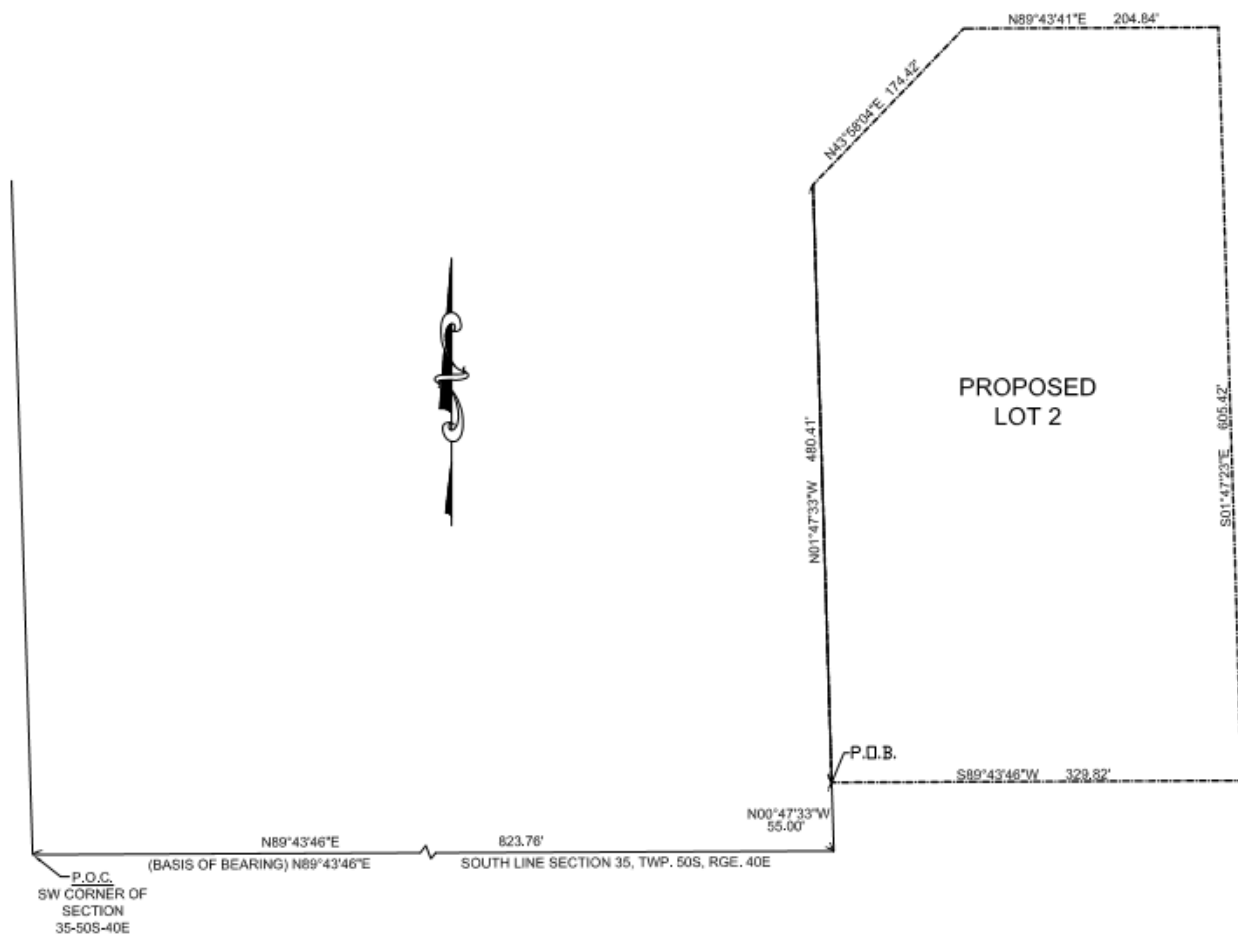
THE SOUTH 40 FEET THEREOF, AND THE WEST 40 FEET OF TRACTS 43 AND 44, AS CONVEYED TO BROWARD COUNTY BY QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 843,122.09 SQUARE FEET (19.36 ACRES) MORE OR LESS.

# LOT 2

## —SKETCH AND DESCRIPTION—

NOTE: THIS IS NOT A SURVEY.



### New Lot "2" Legal Description:

THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF TRACTS 41 AND 42, AND PORTION OF WEST HALF OF THE EAST HALF OF TRACTS 41 AND 42, IN SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST; THENCE NORTH 89°43'46" EAST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 824.76 FEET; THENCE NORTH 00°47'33" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°47'33" WEST, A DISTANCE OF 480.41 FEET; THENCE NORTH 43°58'04" EAST, A DISTANCE OF 174.42 FEET; THENCE NORTH 89°43'41" EAST, A DISTANCE OF 204.84 FEET; THENCE SOUTH 01°47'23" EAST, A DISTANCE OF 605.42; THENCE SOUTH 89°43'46" WEST, A DISTANCE OF 329.82 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT;

THE SOUTH 40 FEET THEREOF, AS CONVEYED TO BROWARD COUNTY BY QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 4230, PAGE 627, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA. CONTAINING 191,807.63 SQUARE FEET (4.40 ACRES) MORE OR LESS.

**TOWN OF SOUTHWEST RANCHES  
TOWN COUNCIL AGENDA REPORT**

March 26, 2020

**SUBJECT:** Waiver of Plat Application WP-24-20

**LOCATION:** 13341 Stirling Road and 5800 Holatee Trail; generally located north of Stirling Road and west of Southwest 136<sup>th</sup> Avenue (Holatee Trail).

**OWNER/  
PETITIONER:** Issa Asad

**AGENT:** Pillar Consultants, Inc.  
5230 S. University Drive, Suite 104  
Davie, FL 33328

**LAND USE PLAN  
DESIGNATION:** Rural Ranch

**ZONING:** RR – Rural Ranches

**PUBLIC NOTICE:** Legal notice in newspaper, mail notice

**EXHIBITS:** Staff Report, conceptual development plan, survey, sketch and legal descriptions, , aerial photograph, notification map, mailing label list.

**BACKGROUND AND ANALYSIS**

The Petitioner requests approval of a Waiver of Plat to subdivide 23.76 net acres of undeveloped land at the northeast corner of Stirling Road and Southwest 136<sup>th</sup> Avenue ("Property") into two parcels. . The Property has a land use plan designation of Rural Ranch and is zoned RR, Rural Ranches, both of which allow residential development at 1 unit per 2 net acres, or 1 unit per 2.5 gross acres.

Lot 1 will be 19.36 acres in area and have a minimum width of 165 feet. Lot 2 will be 4.40 net acres in area, and 393.82 feet-wide. Both proposed lots exceed the minimum net lot area requirement of 2.0 acres and the 125-foot minimum lot width requirement.

The Petitioner plans to develop Lot 1 with a personal residence and recreational amenities including horse paddocks, barn/garage, a tennis court, pool, and a family pavilion. Lot 2 will contain a residence for a family member. Both lots will be interconnected with driveways and will function as a family compound. A third residence will be constructed on an abutting lot

to the west that is not included in this application because it is being platted separately, and may be connected to Lots 1 and 2 via internal driveway. A conceptual plan illustrating the proposed family estate is attached as an exhibit to this report. The development is not subject to site plan approval under the ULDC.

The proposed subdivision has been configured such that each lot will comply with ULDC requirements for area, plot coverage, pervious area, access, and setbacks. Each lot will have direct individual access from Stirling Road in addition to the shared access drives, so that each lot can stand on its own should the Property cease to function as a family estate.

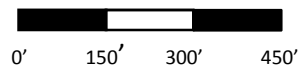
The Petitioner must dedicate 15 feet of right-of-way for Stirling Road in order to complete the standard 55-foot half-section for this roadway. The net acreage of the Property will be reduced by a total of 0.17 acres after the dedication and will continue to exceed the minimum requirement. Additionally, AT&T has requested a 10-foot utility easement along Stirling Road; all other utilities have waived any requirement for additional easements.

### **RECOMMENDATION**

Staff recommends approval of Application No. WP-24-20 with the following conditions:

1. The approval of Application No. WP-24-20 shall not become effective until the resolution approving the Application has been recorded in the Public Records of Broward County, Florida. Approval will expire within six (6) months from date of approval unless the resolution and required attachments have been recorded.
2. Prior to recordation of the resolution:
  - a. Owner shall pay to the Town of Southwest Ranches an amount equal to the total expenses incurred by the Town in the processing and finalizing of this application. This includes, but may not be limited to, expenses for engineering, planning, legal, advertising, and any related expenses that the Town has or will incur as a direct cost of this application.
  - b. Owner shall provide clear title and dedicate 15 feet of right-of-way for Stirling Road.
  - c. Owner shall grant a 10-foot easement for utilities along Stirling Road.
3. The existing shed on proposed Lot 1 shall be demolished prior to issuance of a Certificate of Occupancy for Lot 1.
4. Obtain a building permit for the structural fence columns located adjacent to Stirling Road, prior to or concurrent with issuance of the first building permit for a residence.
5. Excavation of future lakes that cross property lines shall not reduce the dry land area of either lot below the minimum 2.0 net-acre requirement.

**WAIVER OF PLAT APPLICATION NO. WP-24-20**  
**LOCATION MAP**



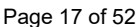
Graphic Scale



This page  
intentionally left blank



April 9, 2020 Regular Meeting

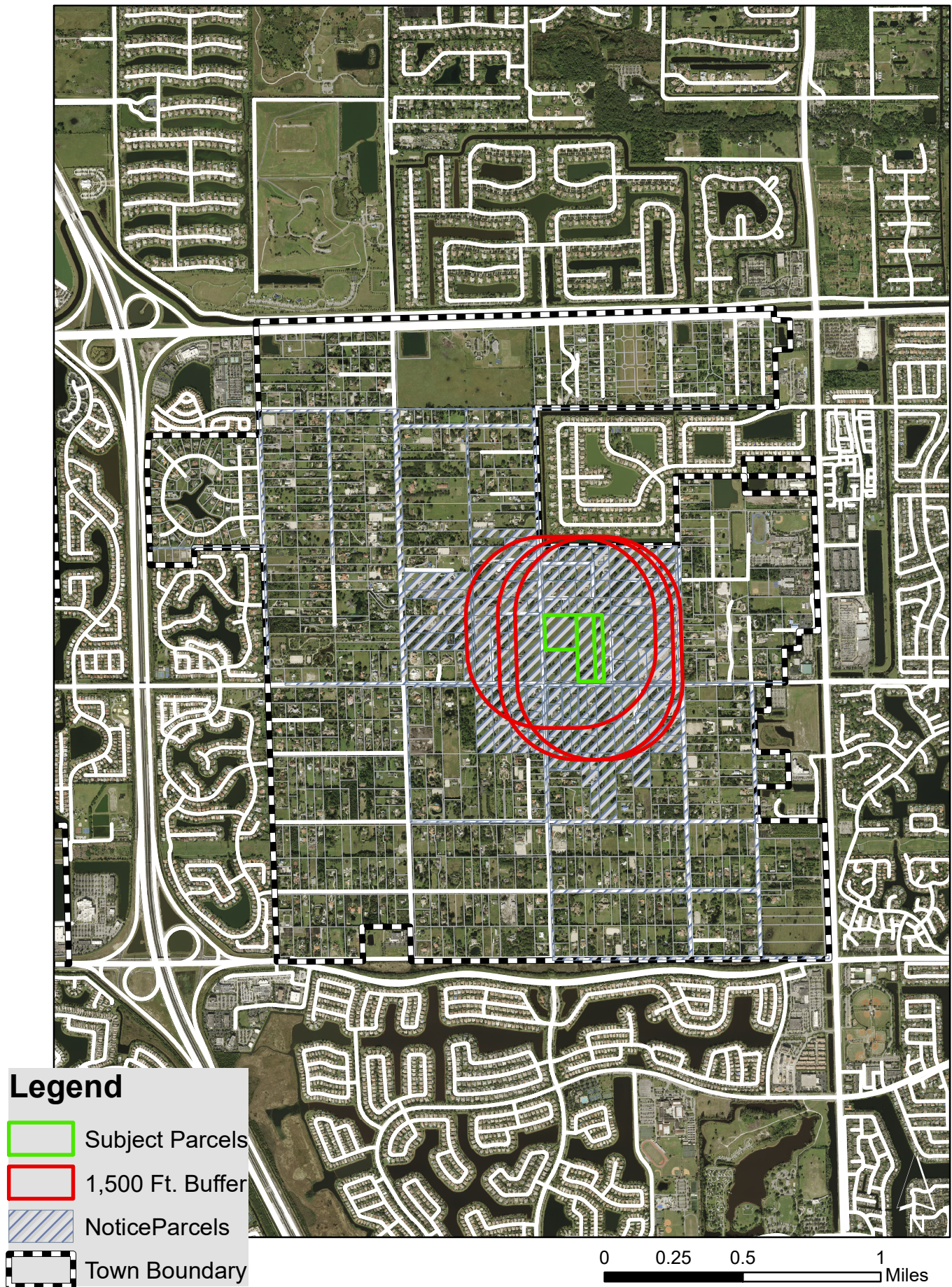






# Town of Southwest Ranches

Waiver of Plat WP23-18





This page  
intentionally left blank

NAME_LINE_1	NAME_LINE_2	ADDRESS_LINE_1	CITY	STATE	ZIP
13240 STIRLING ROAD LLC		10238 W STATE ROAD 84	FORT LAUDERDALE	FL	33324
13301 LURAY ROAD LLC		5100 SW 198 TER	SOUTHWEST RANCHES	FL	33332
13341 STIRLING ROAD LLC		135 WESTON RD #328	WESTON	FL	33326
13495 STIRLING RD LLC		135 WESTON RD #328	WESTON	FL	33326
750 ESTATES INC		5805 BLUE LAGOON DR #200	MIAMI	FL	33126
ABEL & CHRISTY INC		15121 MEADHAVEN ST	FORT LAUDERDALE	FL	33331
ACOSTA,ANGELICA & GABRIEL		6200 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
AGUIAR,RUBEN & LAURA ANN		13490 STIRLING RD	SOUTHWEST RANCHES	FL	33330
ANGUS LEO ARCHER III LAND TR	%GRANT TANI BARASH & ALTMAN LLC	9100 WILSHIRE BLVD STE 1000W	BEVERLY HILLS	CA	90212
ATKIN,THOMAS & SUZANNE	THOMAS & SUZANNE ATKIN REV TR	13550 SW 56 CT	SOUTHWEST RANCHES	FL	33330
BECKER,ALAN S & DEBRA J		13494 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
BELLA RANCH ESTATE I LLC		1500 WESTON RD	WESTON	FL	33326
BENJAMIN,DWIGHT & JACQUELINE		5421 HOLATEE TRL	SOUTHWEST RANCHES	FL	33330
BLEI,PETER & PATRICIA		5501 SW 134 AVE	SOUTHWEST RANCHES	FL	33330
BLISSETT,FRANCES		6231 HOLATEE TRL	SOUTHWEST RANCHES	FL	33330
BONE,T M JR & JEAN T		13421 SW 55 ST	SOUTHWEST RANCHES	FL	33330
BURNS,JOE D & KIM M	JOE & KIM BURNS REV TR	5701 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
CABRERA,DENISE	STURGILL,JAMES R	6111 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
CAM XVIII TR ETAL	% LENDER LEGAL SERVICE LLC	201 E PINE ST SUITE 730	ORLANDO	FL	32801
CARABALLO,SILVIA		6051 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
COHEN,GANY R LALO	GANY R LALO COHEN LIV TR	13850 STIRLING RD	SOUTHWEST RANCHES	FL	33330
DANIEL,YESCHAK		20600 NW 47 AVE	MIAMI GARDENS	FL	33055
DE BLASIO,PATRICK G III & DAWN M		13500 SW 55 ST	SOUTHWEST RANCHES	FL	33330
DE CARDENAS,ESTER DANIELA D F LE	DAVID,RICARDO V CARDENAS	6201 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
DE CARDENAS,ESTER DANIELA D F LE	DAVID,RICARDO V CARDENAS	6201 SW 130 AVE	FORT LAUDERDALE	FL	33330
DE LA FLOR,JAVIER AUGUSTO H/E	DE LA FLOR,DEBORAH	13320 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
DEFREITAS-HANSEN,VANESSA	HANSEN,ULRICH	6231 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
DITZIAN,CAROLYN		5501 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
DMVV HOLDINGS LLC		4280 SW 109 AVE	DAVIE	FL	33328
DOURASSOF,NICOLAS & VERONIQUE		13590 STIRLING RD	SOUTHWEST RANCHES	FL	33330
DRUCTOR,PAUL		13500 STIRLING RD	SOUTHWEST RANCHES	FL	33330
DUANE,MICHAEL	DUANE-DRAY,VALERIE	17321 SW 58 ST	SOUTHWEST RANCHES	FL	33331
DUKE,TERRY & MICHELLE		5745 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
DUQUESNAY,BRIAN & VANESSA		13241 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
EVANS FINANCIAL SERVICES LTD		3195 SE GRAN PARK WAY	STUART	FL	34997
FASSLER,LEONARD & ANNETTE		13100 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
FERNANDEZ,ERNESTO & GRACE		6200 STALLION WAY	SOUTHWEST RANCHES	FL	33330
FERNANDEZ,MICHAEL A		5830 SW 138 TER	SOUTHWEST RANCHES	FL	33330
FINKEL,NATHAN & JACQUELINE	JACQUELINE S FINKEL (QPRT) ETAL	5550 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
FULLER,RHONDA		5500 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
GARTE,JASON		13607 BELLA RANCH LN	SOUTHWEST RANCHES	FL	33330
GRUENHAGEN,DEBORAH ANNE		5702 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
HASSAN,SHAHIN		2465 NW 7 ST	MIAMI	FL	33125
HILLS,TIMOTHY A & LAINE W		5690 SW 134 AVE	SOUTHWEST RANCHES	FL	33330
HILTON,JAMES W JR & MARGARET B		5675 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
HUSSAIN,AKHTAR	HASSAN,SHAHIN	5533 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
JEDAMI RANCHES LLC		5335 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
JOVAL INC		9700 STIRLING RD #108	COOPER CITY	FL	33024
KASARLA,RAMMOHAN & ARPITHA		11830 NW 4 ST	PLANTATION	FL	33325
LAMM,HELMUT & KATHI &	LAMM,JULIE C	13301 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
LANDIS,DANIEL		14010 SW 56 MNR	SOUTHWEST RANCHES	FL	33330
LEE,CHI HUNG & WOON KWAN LAM		13221 LURAY ROAD	SOUTHWEST RANCHES	FL	33330
LEVY,CHARLES & MARIA ELENA		13010 STIRLING RD	SOUTHWEST RANCHES	FL	33330
LEWIN,NAOMI EST		3415 WASHINGTON LN	HOLLYWOOD	FL	33026
LINN,JENNET COOK		5731 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
LOPES,HUMBERTO H/E	LOPES,JEANETTE	13880 STIRLING RD	SOUTHWEST RANCHES	FL	33330
LOPEZ,JAIME & SYLVIA M		5851 HOLATEE TRL	SOUTHWEST RANCHES	FL	33330
LOPEZ,MARTIN J		12831 MUSTANG TRL	SOUTHWEST RANCHES	FL	33330
MANDALAY ESTATES INC		6225 STALLION WAY	SOUTHWEST RANCHES	FL	33330
MARTINEZ,AMY L MYERS		5651 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
MCGOLDRICK FARMS INC		5830 SW 138 TER	SOUTHWEST RANCHES	FL	33330
MENDEZ,DENISE ALEJANDRA		7000 GLENEAGLE DR	MIAMI LAKES	FL	33014
M-N-C PROPERTY HOLDINGS LLC		5600 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
MOREO,KATHLEEN F	MOREO,JAMES H	2516 DELMAR PL	FORT LAUDERDALE	FL	33301
MORLANNE,JESSE E & CARMEN M	JESSE & C MORLANNE REV LIV TR	5763 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
MOYERS,TRACY & SUZAN		6121 HOLATEE TRL	SOUTHWEST RANCHES	FL	33330
NATHAN FINKEL QPRT	JACQUELINE S FINKEL QPRT	5550 HANCOCK RD	SOUTHWEST RANCHES	FL	33330
NECUZE,GERARDO & MARCIA		5100 SW 198 TER	SOUTHWEST RANCHES	FL	33332
OKIDATA INVESTMENTS LTD TRST	TURKS & CAICOS ISLANDS CORP	PO BOX 99 CARIBBEAN PL	*PROVIDENCE	TC	<Null>

OSHEROFF,MARC A H/E	OSHEROFF,ROBIN B	13600 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
PATRICIA LAND TR	MEJIA LAND TR ETAL	7804 PALMILLA CT	KISSIMMEE	FL	34747
PEREZ,ALEXANDER & TERESA MAITE		6100 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
PILGRIM,BETH TERI	SAUTTER,ROBIN BABETTE	5600 SW 134 AVE	SOUTHWEST RANCHES	FL	33330
PRESCHEL,NELSON	SALOMON,DANIELLA	3775 NE 209 TER	AVENTURA	FL	33180
PUJOL,JUAN L & MIRTHA		6250 HOLATEE TRL	SOUTHWEST RANCHES	FL	33330
QUINTERO,MANUEL & LORRAINE		306 INTERNATIONAL PKWY #A	SUNRISE	FL	33325
RICHARD E DICKERSON REV LIV TR	DICKERSON,RICHARD E TRSTEE	5820 SW 16 CT	PLANTATION	FL	33317
ROBERTSON,CAMILLE DEGE	CAMILLE ROBERTSON REV TR	13801 STIRLING RD	SOUTHWEST RANCHES	FL	33330
RODRIGUEZ,GUSTAVO	RODRIGUEZ,EMMA M	335 S BISCAYNE BLVD #1805	MIAMI	FL	33131
RUSS,BERTHOLD		5710 SW 133 AVE	SOUTHWEST RANCHES	FL	33330
RUSSELL,ANGELA PARISH		18433 SW 87 PL	MIAMI	FL	33157
SAMARTINO,THOMAS C & CINDY		13401 SW 55 ST	SOUTHWEST RANCHES	FL	33330
SEARS,BEATRIZ C & DAVID A		5000 SW 201 TER	SOUTHWEST RANCHES	FL	33330
SELUB,MINNA & STEVEN E		13700 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
SERAYDAR,CHARLES J		5701 HUNTER LN	SOUTHWEST RANCHES	FL	33330
STEARNS,PAUL & PAT		5700 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
STIRLING ESTATE TR	GORDON,JOAN TRSTEE	13851 STIRLING RD	SOUTHWEST RANCHES	FL	33330
STRAUCH,AXEL	AXEL STRAUCH REV TR	13902 CASA MOORREYE DR	SOUTHWEST RANCHES	FL	33330
TURNER,IMMANUEL I IV & ANDREA L		6151 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
WAREHAM,THOMAS J & PATRICIA G		5440 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
WEISS,GARY & LORI		6111 SW 130 AVE	SOUTHWEST RANCHES	FL	33330
WILLIAMS,JOHN & ROSE		6011 SW 136 AVE	SOUTHWEST RANCHES	FL	33330
WILSON,GLENN & DONNA H		13280 STIRLING ROAD	SOUTHWEST RANCHES	FL	33330
ZORMA BROWARD PF 23		13764 NW 18 CT	PEMBROKE PINES	FL	33028



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

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

**Town Council**  
**Doug McKay, Mayor**  
**Denise Schroeder, Vice Mayor**  
**Delsa Amundson, Council Member**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

### **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Emily Aceti, Community Services Manager  
**DATE:** 3/26/2020  
**SUBJECT:** Putter Water Agreement

---

#### **Recommendation**

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

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

No

#### **Strategic Priorities**

- A. Sound Governance
- D. Improved Infrastructure

#### **Background**

Karen Putter ("Owner") is the owner of a property lying within the Town of Southwest Ranches at 12851 Stirling 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 Cooper City, 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 Cooper City providing water services to the Owner, or to any other property owner within the Town of Southwest Ranches whose property is within the vicinity of the proposed utility services and is desirous of obtaining water services from the City of Cooper City.

As a condition, and in consideration, of this Resolution being adopted, the Owner and others seeking water services from the City of Cooper City agree that he/she/it/they shall solely be

responsible for all costs of connecting to the water facilities from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

**Fiscal Impact/Analysis**

None.

**Staff Contact:**

Rod Ley, P.E., Town Engineer

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution-TA Approved	3/11/2020	Resolution
Agreement	3/10/2020	Agreement



**RESOLUTION NO. 2020 - XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 12851 STIRLING ROAD, A SINGLE FAMILY HOME 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 THAT CONNECTIVITY SHALL NOT OCCUR UNTIL AND UNLESS BROWARD COUNTY ADOPTS A NEW WATER AND SEWER CONNECTIVITY REGULATION THAT EXEMPTS FROM MANDATORY CONNECTION HOMES CURRENTLY LOCATED IN THE RURAL ESTATES AND RURAL RANCHES LAND USE CATEGORIES; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Karen Putter("Owner"), has a single-family home 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 her home, however, water services are not available from the Town of Southwest Ranches; and

**WHEREAS,** the City of Cooper City, 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 Cooper City, 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 provided that Broward County's new water and sewer connectivity regulations exempts homes currently located in the Rural Estates and Rural Ranches land use categories from mandatory connection; and

**WHEREAS,** Owner agrees that he shall solely be responsible for all costs of connecting to the water facilities from the City of Cooper City, including all ongoing costs of water and maintenance of the utility connections.

**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 Cooper City providing water services to 12851 Stirling Road, provided that no further expansion of service shall be permitted without the explicit written consent of the Town, and provided that such connection shall not occur until and unless Broward County adopts a new water and sewer connectivity regulation that exempts from mandatory connection homes currently located in the Rural Estates and the Rural Ranches land use categories.

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

**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 26th day of March 2020 on a motion by

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

McKay \_\_\_\_\_  
Schroeder \_\_\_\_\_  
Amundson \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_

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

**Signatures on Following Page**

---

Doug McKay, Mayor

Attest:

---

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

---

Keith Poliakoff, Town Attorney  
36507360.1

This page  
intentionally left blank

**WATER AGREEMENT****FOR SINGLE-FAMILY HOMEOWNER**

FOR: XAREN PUTNER  
(NAME OF OWNER)

LOCATION: 12851 Stirling Rd  
Southwest Ranches 33330

**THIS AGREEMENT** effective this 28 day of Feb, 2020, made and entered into by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY," the Town of Southwest Ranches, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and \_\_\_\_\_, an individual with a property address of 12851 Stirling Rd, hereinafter referred to as the "OWNER." CITY, TOWN, and OWNER may hereinafter be collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, CITY is the owner and operator of a water treatment plant, together with water distribution facilities known as COOPER CITY WATER SYSTEM; and

**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 CITY for the PROPERTY; and

**WHEREAS**, Section 19-142 of the CITY's Code of Ordinances authorizes the CITY to provide water service outside of the CITY's municipal boundaries, subject to Ch. 180, F.S., and the terms and conditions set forth in the CITY Code; 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 Cooper City City Commission has approved this Agreement and has authorized the proper CITY officials to execute this Agreement by motion passed at a regular City Commission meeting on \_\_\_\_\_, 20\_\_\_\_; 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 CITY 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 EQUIVALENT RESIDENTIAL CONNECTION, referred to in this Agreement as ERC, is the assumed average daily flow of a detached single-family residential unit.
- C. The term PROPERTY refers to the real property described in Exhibit "A" attached to and incorporated into this Agreement.
- D. The term CITY COMMISSION shall refer to the City of Cooper City City Commission.

**PART II - OWNER'S OBLIGATIONS**

A. CONTRIBUTION PAYMENTS FROM OWNER

The contribution charges (both water and sewer) shall be calculated according to rates set by Resolution of the City Commission. In addition to all rates, fees and charges otherwise imposed on consumers within the City, in accordance with Section 180.191, F.S., and Section 19-142 of the City Code, the OWNER shall pay to the CITY a surcharge equal to twenty-five percent (25%) of all charges for services provided under this Agreement. This surcharge payment shall be due and payable along with payment for all services provided by this Agreement.

Payment of the contribution charges is a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Residential .....# \_\_\_\_ Units X 1 ERC's Per Unit @ \$ \_\_\_\_ Per ERC  
Total ERC's \_\_\_\_ (WATER)

OWNER has paid to CITY the sum of \_\_\_\_\_

\$ \_\_\_\_\_ for THE CONTRIBUTION CHARGES DUE AT THE TIME THIS AGREEMENT IS APPROVED BY THE CITY COMMISSION.

### **PART III. - MUTUAL COVENANTS**

#### **A. EXCLUSIVE RIGHTS OF CITY**

CITY shall have the exclusive right to furnish water service to consumers within the PROPERTY covered by this Agreement. Notwithstanding anything to the contrary, the CITY's duties and obligations, as set forth herein, shall be subject to the CITY having adequate water capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water capacity and its ability to serve the PROPERTY pursuant to this Agreement.

#### **B. WELLS PROHIBITED EXCEPT FOR IRRIGATION**

OWNER, his successors and assigns, and the owners and occupants of buildings on OWNER'S PROPERTY shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

#### **C. PROMULGATION OF REASONABLE RULES OF SERVICES**

CITY shall have the right to promulgate, from time to time, reasonable rules and regulations relating to the furnishing of water service to consumers within the PROPERTY encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. OWNER hereby acknowledges and agrees that rates are subject to change at any time by CITY. The OWNER shall be subject to all local, state and federal ordinances, rules and regulations applicable to the services provided by the CITY, including, but not limited to, Chapter 19 and Chapter 25 of the CITY's Code of Ordinances, as may be amended from time to time.

#### **D. CITY NOT LIABLE FOR OWNER'S OR CONSUMER'S PROPERTY**

CITY 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 other than the water service lines within granted easements to CITY pursuant to this Agreement. In the event that CITY cannot provide sufficient water service as a result of the actions of any regulatory agency, then CITY'S sole obligation shall be to refund OWNER'S contribution charges as described in this Agreement.

#### **E. OWNER'S RESPONSIBILITY**

CITY shall provide one water line to the property and install a meter. Immediately upon installation of the meter, billing of base charges as well as applicable commodity charges will commence. OWNER is responsible to connect house lines to meter.

#### **F. 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 City Commission Meeting at which it was approved.

G. 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. The sale of water by CITY to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and applicable to CITY regulations.

H. DISCLAIMER

Any temporary cessations or interruptions of the furnishings of water to the PROPERTY described herein, irrespective of duration, at any time caused by an Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of CITY shall not constitute a breach of the provisions contained herein nor impose any liability upon CITY by OWNER, his successors and assigns.

I. 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.

J. 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 CITY 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 system of CITY 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 system of CITY 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.

K. HOLD HARMLESS PROVISION

It is mutually agreed that CITY shall be indemnified and held harmless by the OWNER from any and all liability for damages if CITY'S obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this



Agreement shall be null and void and unenforceable by either party regarding that portion of the OWNER'S PROPERTY for which CITY cannot perform its obligation.

L. ATTORNEY'S FEES FOR LITIGATION

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 IV - 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 CITY OF COOPER CITY

City Manager  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328

FOR THE OWNER

Karen Parker

FOR THE TOWN OF \_\_\_\_\_

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

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 V - 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

EXHIBIT "B" – A copy of the site plan of the PROPERTY reduced to 8 ½ by 14" page size.

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

Signed, sealed and delivered  
in the presence of:

**THE CITY OF COOPER CITY**

ATTEST:

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

MAYOR GREG ROSS

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

\_\_\_\_\_  
CITY CLERK

Approved as to legal form:

\_\_\_\_\_  
CITY ATTORNEY

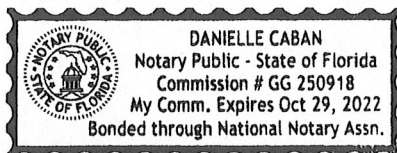
STATE OF FLORIDA           )  
COUNTY OF BROWARD       ) SS

BEFORE ME personally appeared Karen Dutter 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 Karen Dutter executed said instrument for the purposes therein expressed.

2020. WITNESS my hand and official seal, this 28<sup>th</sup> day of February

Danielle Caban  
NOTARY PUBLIC STATE OF FLORIDA

My commission expires: 10/29/22



**OWNER**

BY: Kan PMA  
DATE: 2/29/20

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.

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

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

My commission expires:

Signed, sealed and delivered  
in the presence of:

**THE TOWN OF** \_\_\_\_\_

ATTEST:

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

MAYOR \_\_\_\_\_

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

\_\_\_\_\_  
CITY CLERK

Approved as to legal form:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF FLORIDA            )  
COUNTY OF BROWARD        ) SS

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\_\_\_\_.

\_\_\_\_\_  
FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF

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**  
**Doug McKay, Mayor**  
**Denise Schroeder, Vice Mayor**  
**Delsa Amundson, Council Member**  
**Bob Hartmann, Council Member**  
**Gary Jablonski, Council Member**

**Andrew D. Berns, Town Administrator**  
**Keith M. Poliakoff, JD, Town Attorney**  
**Russell Muniz, Assistant Town Administrator/Town Clerk**  
**Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator**

## **COUNCIL MEMORANDUM**

**TO:** Honorable Mayor McKay and Town Council  
**VIA:** Andrew D. Berns, Town Administrator  
**FROM:** Rod Ley, Town Engineer  
**DATE:** 3/26/2020  
**SUBJECT:** Agreement with \_\_\_\_\_ for the Hurricane Mitigation Loss Program  
Grant funded Green Meadows Mitigation Project

---

### **Recommendation**

To place this item on the agenda for Council consideration and approval to enter into an agreement with \_\_\_\_\_ in the amount of \$\_\_\_\_\_ for the Florida Division of Emergency Management Hurricane Mitigation Loss Program grant funded Green Meadows Mitigation Project.

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

No

### **Strategic Priorities**

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

### **Background**

The Town of Southwest Ranches applied for and was awarded an \$194,000 Hurricane Mitigation Loss Program for a new Green Meadows Mitigation Project.

The project includes, but is not limited to the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project consisting of excavation, construction of storm drainage pipe, construction of

concrete catch basins and inlets with grates, grading, street repair and repaving, and installation of swales and grass sodding.

The project must be completed before June 2020.

On February 20<sup>th</sup>, 2020, the Town advertised Invitation for Bid (IFB) # 20-004. On March 19<sup>th</sup>, 2020, the Town received \_\_\_\_\_ responses.

After reviewing the bids, it was determined that \_\_\_\_\_ was the lowest responsive and responsible bidder that met the requirements of IFB 20-004.

Company Name	Bid Amount

### **Fiscal Impact/Analysis**

Funds are available in the Fiscal Year 2019-2020 approved Budget - Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage). The total project cost is anticipated to be \$\_\_\_\_\_, of which \$194,000 will be funded by the Hurricane Mitigation Loss Program grant.

### **Staff Contact:**

Rod Ley, P.E., Town Engineer

Emily Aceti, Community Services Manager

Martin D. Sherwood, Town Financial Administrator

Venessa Redman, Senior Procurement and Budget Officer

### **ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	3/31/2020	Resolution

**RESOLUTION 2020-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH \_\_\_\_\_ IN THE AMOUNT OF \_\_\_\_\_ (\$\_\_\_\_\_) FOR CONSTRUCTION OF THE HURRICANE LOSS MITIGATION PROGRAM GRANT FUNDED GREEN MEADOWS DRAINAGE MITIGATION IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town desires to complete a drainage mitigation improvement project in Green Meadows; and

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

**WHEREAS**, the Town of Southwest Ranches applied for and was awarded a Florida Division of Emergency Management Hurricane Mitigation Loss Program Grant totaling One Hundred Ninety-Four Dollars and Zero Cents (\$194,000.00) to assist the Town in completing this project; and

**WHEREAS**, the Florida's Division of Emergency Management created the Hurricane Loss Mitigation Program to act as a specialized, state-funded mitigation program aimed at minimizing damage caused by hurricanes; and

**WHEREAS**, the project includes excavation, construction of concrete drainage structures and inlets with grates, swale grading, asphalt restoration, and installation of grass sod; and

**WHEREAS**, according to the grant agreement, these improvements must be completed by June 30, 2020; and

**WHEREAS**, on February 20, 2020, the Town advertised Invitation for Bid (IFB) No. 20-004 for "Green Meadows Mitigation Project" in accordance with purchasing policy; and

**WHEREAS**, on \_\_\_\_\_, 2020, the Town received \_\_\_\_\_ responses; and

**WHEREAS,** after reviewing the bids, it was determined that \_\_\_\_\_ provided the lowest responsive and responsible base bid that met the requirements of IFB No. 20-004; and

**WHEREAS,** \_\_\_\_\_'s bid tabulation totals \$\_\_\_\_\_; and

**WHEREAS,** the Town budgeted One Hundred Ninety-Four Dollars and Zero Cents (\$194,000.00) for this construction project in the FY 2019-2020 adopted Town Budget; and

**WHEREAS,** the Town Council believes that entering into an agreement with \_\_\_\_\_ for these services is in the best interest of the health, safety, and welfare of its residents.

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

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

**Section 2.** The Town Council hereby approves an Agreement with \_\_\_\_\_ in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for the construction of the Green Meadows drainage improvements in substantially the same form as that attached hereto as Exhibit "A".

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

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



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

Ranches, Florida, this 9<sup>th</sup> day of April 2020 on a motion by

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

McKay \_\_\_\_\_  
Schroeder \_\_\_\_\_  
Amundson \_\_\_\_\_  
Hartmann \_\_\_\_\_  
Jablonski \_\_\_\_\_

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

\_\_\_\_\_  
Doug McKay, Mayor

Attest:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
36748943v1

This page  
intentionally left blank

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

Thursday 7:00 PM

November 14, 2019

13400 Griffin Road

Present:

Mayor Doug McKay

Andrew Berns, Town Administrator

Vice Mayor Gary Jablonski

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Bob Hartmann

Martin D. Sherwood, Town Financial Administrator

Council Member Denise Schroeder

Keith Poliakoff, Town Attorney

Special 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 McKay at 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Town Attorney Poliakoff explained that former Council Member Freddy Fisikelli resigned from his position prior to his death. The Town's Charter requires that if a vacancy exists with more than one year left on the term a Special Election of the Town's electorate would be required to take place. The Town then reached out to the Broward County Supervisor of Elections (SOE) informing them that the Town would require a Special Election within 60 days in accordance with the Town's Charter. The SOE informed the Town they could not comply with the Town's request as they were in the midst of updating the voter rolls in compliance with State law. He advised that he then reached out to the Florida Attorney General for guidance. The Florida Attorney General's Office advised that the Florida Courts have always preferred that a vacancy be filled rather than leaving it vacant. As such they believed that the Town was on firm ground to appoint a successor. The Town's position was further strengthened by the fact that the vacancy would be filled within one year of the next election in November of 2020.

He believed the purpose of this meeting was for the Town Council to make an appointment from among the candidates that have submitted their interest. If no candidate was selected by the Town Council then the Town Council could choose to have an election in March of 2020.

Assistant Town Administrator/Town Clerk Muniz explained that each candidate would be given up to three minutes to explain why they believed they were the best choice to be selected as the District 3 Council Member for the remainder of the unfilled term. The following applicants addressed the Town Council:

- 3.** Appointment - District 3 Vacancy
  - a. James Allbritton, Applicant
  - b. Delsa Amundson, Applicant
  - c. Mary Gay Chaples, Applicant
  - d. Omaida Delgado, Applicant
  - e. Yardiel Fuentes, Applicant
  - f. Louis Gregory, Applicant (Absent)
  - g. Anna Koldys, Applicant (Absent)

- h. Nicolas Lampariello, Applicant (Absent)
- i. Barry Neunzig, Applicant
- j. Dave Reiff, Applicant
- k. Alexis Rivero, Applicant
- l. Andres Vasquez, Applicant

Mayor McKay advised if the Town Council couldn't make a decision at this meeting there would be elections in March the Town could piggyback on that would make the cost very cost effective.

Vice Mayor Jablonski expressed that this job was one of the most rewarding jobs one could have. He hoped that the person selected would not have a predetermined agenda but rather would be willing to serve to do what is best for the Town.

Council Member Hartmann expressed concern about selecting someone that he would have just met at this meeting. As a result, he called each of the applicants to get to know them better. He felt that each of the applicants cared about the rural lifestyle. He enumerated all of the traits that he wished the selected member would have. He disagreed with Mayor McKay, and expressed a desire to select someone at this meeting, as there was a lot of Town business that needed to be resolved.

Council Member Schroeder expressed concern with the Town Council appointing someone as Council Member Fisikelli was elected by the Town's residents. She supported letting the residents decide at a Town election.

Mayor McKay reminded the Town Council of the sentiment expressed by Council Member Schroeder at a prior meeting that if a successor is appointed it should be by unanimous vote. He felt that based on her statements this evening the Town Council needed to decide what they wanted to do as it appeared that a unanimous vote would not take place at this meeting, but only three votes were required. Bob Hartmann expressed his support for a unanimous vote. Vice Mayor Jablonski agreed.

Town Administrator Berns asked the Town Council to complete their ranking sheets of applicants they would like to consider further.

The Town Council decided to rank their top three candidates. After a short recess, Council Member Schroeder announced that if the remaining Council Members could agree on a candidate that she would support that candidate and make the vote unanimous.

Town Administrator Berns announced that after tallying all of the votes the only name that was on all of the ranking sheets from the Town Council was Delsa Amundson.

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

**MOTION:** TO APPROVE THE RESOLUTION.

Delsa Amundson thanked the Town Council for their support and confidence in her.

**4. Adjournment**

Meeting was adjourned at 8:30 p.m.

*Respectfully submitted:*

---

*Russell Muñiz, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this \_\_\_\_ day of \_\_\_\_\_, 2020.*

---

*Doug McKay, 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 MINUTES OF THE TOWN COUNCIL  
Southwest Ranches, Florida**

Thursday 5:00 PM

December 5, 2019

13400 Griffin Road

Present:

Mayor Doug McKay

Andrew Berns, Town Administrator

Vice Mayor Denise Schroeder

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Delsa Amundson

Martin D. Sherwood, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

An ethics training 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 McKay at 5:04 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Town Attorney Keith Poliakoff explained that 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 would count as the full amount of training hours required. He introduced Katie Edwards-Walpole who just completed her term in the Florida House of Representatives and would be presenting the interactive training.

Katie Edwards-Walpole utilized a PowerPoint presentation to discuss several topics including the concept of home rule, and the State preemption of home rule. She gave specific examples of state preemption such as biomedical waste, medical use of marijuana, smoking in public areas, sellers of travel services and commercial feed for livestock.

**Adjournment**

Meeting was adjourned at 7:01 p.m.

*Respectfully submitted:*

---

*Russell Muñiz, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this day of March 26, 2020.*

---

*Doug McKay, 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.

DRAFT



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

Thursday 7:00 PM

March 12, 2020

13400 Griffin Road

Present:

Mayor Doug McKay

Council Member Delsa Amundson

Council Member Bob Hartmann

Council Member Gary Jablonski

Andrew Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

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 McKay at 7:02 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

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

**MOTION: TO EXCUSE THE ABSENCE OF VICE MAYOR SCHROEDER.**

Town Administrator Berns and the Town Council discussed postponing Town events, such as the 40<sup>th</sup> Birthday Party, Advisory Board meetings and Town Council Meetings. They agreed to postponing Town events and Advisory Board meetings until further notice. They also agreed to cancel the upcoming Town Council Meeting on March 26, 2020.

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

**MOTION: TO CANCEL THE MARCH 26, 2020 TOWN COUNCIL MEETING.**

**3. Public Comment**

The following members of the public addressed the Town Council: A representative from Jen Perlman's campaign team, David Kuczenski, Richard Bryan, George Cailis, John Eastman, Anna Koldys and Jim Laskey.

**4. Board Reports**

There were no board reports.

**5. Council Member Comments**

Council Member Jablonski reminded the public about the upcoming Household Hazardous Waste event on March 14<sup>th</sup>. He also offered a simple and economical solution to keep hands sanitized, by adding a 4 teaspoons of household bleach to a quart of water, then dip hands in the water and

let air dry. This will clean hands and because of the bleach smell, no one will touch their face. He also addressed the comments on speeding, by advising there are Traffic Enforcement hotspots around the Town to enforce the speed limits and ticket the offenders.

Council Member Bob Hartmann asked Town Attorney Poliakoff to address the public comment regarding the Town taking a resident's property. Town Attorney Poliakoff advised Council member Hartmann that is not what's happening. The Town isn't taking anybody's property. Council Member Hartmann advised the public to do what is best for them and the Council will do what is best for the Town.

Council Member Amundson offered no comments.

Mayor McKay thanked everyone for coming out to the Council meeting, especially during this trying time. He advised the Town is following the Government, the State and the County for all updates regarding the Coronavirus. The Town will follow their lead and do what's best for the Town. He advised the Town is available for any questions the public may have.

Council Member Amundson then advised mayor McKay he did wish to speak. She wanted to reiterate to the public, if they have any problems, please contact her and she will do what she can to answer any questions.

## **6. Legal Comments**

Town Attorney Poliakoff spoke on the fact that cancelling a Town Council meeting is a very difficult decision due to the public input and transparency. Town Attorney Poliakoff commended the School Education and Advisory Board on their hard work regarding the Barn Dance that was held on March 7, 2020. He stated it was a sensational event and he was outbid on all the items he offered for, which is very good news for the Board.

Town Attorney Poliakoff addressed the fact that even though the Advisory Boards were temporarily postponed until further notice, the Fire Assessment Board may have to meet due to strict deadlines. He also explained to the public they have due process rights, the right to be heard at a meeting; however, if a member of the public is afraid to attend a meeting for fear of catching a life threatening illness, then that individual's due process rights are technically being taken away. Therefore, the public is seeing so many municipalities cancelling meetings so that no resident can feel like they had no opportunity to be heard.

Town Attorney Poliakoff also mentioned the Senate adopted its final bill on the budget, which will go to the Governor, the Town has \$850,000.00 in both the Senate and the House budgets this year. The Town has the Drainage Improvement project, the Guardrail project and the Fire Station/EOC project for the western part of Southwest Ranches. The Attorney's office is working hard to get that signed by the Governor. There is also Bill language that is headed to the Senate Floor on regarding annexation that will be good for the future of the Town. Town Attorney Poliakoff feels very confident that it will get approved this year. This is the first interim step of getting something directly into the Florida Statutes to prevent a Municipality from de-annexing another Municipality.

Town Attorney Poliakoff also addressed the term "adverse possession" which is almost impossible to achieve in Florida.

Lastly, Town Attorney Poliakoff addressed an instance of one of the Advisory Board Members became averse to the Town. An attorney on one of the Boards is also representing a client in a situation averse to the Town. He stated that if you are a Board member, you are basically working for a Municipality, you cannot be averse to the Municipality. He suggested to the board that they may want to enact a policy that states, "If you serve on an Advisory Board for the Town, you cannot take on clients that are averse to the Town".

## **7. Town Administrator Comments**

Town Administrator Berns addressed the public regarding a comment made on Social Media about the hazardous household waste event on March 14th and how it will work. It is not a mass gathering of people. The residents pull up, drop off and leave. It is at no cost to the residents and a benefit to the community on a whole. The shredding portion of the event was funded by the Town, but it was well received by the residents, however, the vendor the Town has been using has been unable to provide continuous service to the Town. Town Administrator Berns explained for the March 14<sup>th</sup> event, there will only be hazardous household waste collection and the Town is working through the procurement process to put a new shredding vendor in place.

## Resolutions

**8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FOURTH MODIFICATION TO THE AGREEMENT WITH 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 EQUAL TO SEVENTEEN PERCENT (17%) OF EACH TOW, AS FULLY DESCRIBED WITHIN THE ORIGINAL AGREEMENT; CORRECTING NOTICE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET; AUTHORIZING EXECUTION; AND PROVING AN EFFECTIVE DATE.**

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

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

**Approval of Minutes**

- a. January 9, 2020 – Regular Meeting
- b. February 13, 2020 – Regular meeting
- c. February 27, 2020 – Regular Meeting

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

**MOTION: TO APPROVE THE MINUTES.****10. Adjournment**

Meeting was adjourned at 7:50 p.m.

*Respectfully submitted:*

\_\_\_\_\_  
*Russell Muñiz, Assistant Town Administrator/Town Clerk*

*Adopted by the Town Council on this day of* \_\_\_\_\_.

\_\_\_\_\_  
*Doug McKay, 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.