



Southwest Ranches Town Council

REGULAR MEETING
Agenda of May 13, 2021

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitkreuz	<u>Town Council</u> Jim Allbritton Gary Jablonski David Kuczenski	<u>Town Administrator</u> Andrew D. Berns, MPA	<u>Town Attorney</u> Keith M. Poliakoff, J.D.
<u>Vice Mayor</u> Bob Hartmann		<u>Town Financial Administrator</u> Martin Sherwood, CPA CGFO	<u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MPA

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

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

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. Waiver of Plat No. WP-28-20

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-28-20 TO SUBDIVIDE 4.0 NET ACRES OF PROPERTY INTO TWO LOTS OF 2.0 ACRES EACH; GENERALLY LOCATED SOUTH OF STIRLING ROAD ON THE WEST SIDE OF STALLION WAY, AND GENERALLY DESCRIBED AS LOT 2 AND A PORTION OF LOT 3 OF LANDMARK AT STERLING RANCHES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 170, PAGE 14 OF THE PUBLIC RECORDS OF 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. **{ITEM WITHDRAWN BY PETITIONER}**

4. Public Comment

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

5. Board Reports

6. Council Member Comments

7. Legal Comments

8. Administration Comments

Ordinance - 2nd Reading

- 9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ARTICLE 130, "ZONING MAP AMENDMENTS," OF THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC") TO MODIFY THE CONSIDERATIONS FOR ZONING REQUESTS AND MAKE REVISIONS OF A HOUSEKEEPING NATURE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - April 22, 2021}**

Resolutions

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT**

WITH C DANNER, LLC FOR POLICE CIVILIAN COORDINATOR SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

11. Approval of Minutes

- a. March 25, 2021 Regular Meeting**
- b. April 8, 2021 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.

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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 5/13/2021
SUBJECT: Waiver of Plat No. WP-28-20

Recommendation

This item is being withdrawn by Petitioner. No Town Council action is needed.

Unanimous Vote of the Town Council Required?

Yes, No

Strategic Priorities

A. Sound Governance

Background

Petitioner proposes to divide Lot 2 of the Landmark at Sterling Ranches Plat into two lots of 2.0 net acres each. The property is zoned Rural ranches district, which requires a minimum 2.0 net acres of land area per lot.

Since the Landmark at Sterling Ranches was platted for four lots and is restricted to four single-family homes, an application to amend this restriction and allow five single-family homes within the plat accompanies this Waiver of Plat application..

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description

Withdrawal Letter from Petitioner

Upload Date

4/22/2021

Type

Backup Material



PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FL 33351

Phone: (954) 572-1777 Fax: (954) 572-1778
surveys@pulicelandsurveyors.com



April 16, 2021

Mr. Jeff Katims, AICP, CNU-A
Managing Principal
THE MELLGREN PLANNING GROUP
3350 NW 53rd Street, Suite 101
Fort Lauderdale, FL 33309

RE: 6125 STALLION WAY, SOUTHWEST RANCHES, FLORIDA

Dear Mr. Katims,

Waiver of Plat application WP-28-20 was presented to Town Council on the February 11th public hearing, in which the petition to subdivide Lot 2 of the "Landmark at Sterling Ranches" Plat, located at the above-referenced address, was tabled. Our clients have expressed their desire to voluntarily withdraw said Waiver of Plat application as well as the Plat Note Amendment application that was submitted together with it.

Please call if you have any questions or if anything else is needed.

Thanking you as always for your help,
PULICE LAND SURVEYORS, INC.

Elizabeth Tsouroukdissian
Platting Assistant

copied via e-mail: Albert Gonzalez, Dennis Rodriguez, Alexander Ruiz
Alejandro Vilarello, Esq.

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David Kuczenski, *Council Member*

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew Berns, Town Administrator
FROM: Jeff Katims
DATE: 5/13/2021
SUBJECT: ORDINANCE AMENDING ULDC REZONING CRITERIA

Recommendation

Staff recommends approval.

Unanimous Vote of the Town Council Required?

Yes

Strategic Priorities

A. Sound Governance

Background

At the request of the Mayor, and as recommended by the Comprehensive Plan Advisory Board, staff drafted this ordinance to preclude rezoning of any property to a higher-density district than that of any abutting property.

Fiscal Impact/Analysis

N/A

Staff Contact:

Jeff Katims

ATTACHMENTS:

Description	Upload Date	Type
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1 (J) In furtherance of section 5.01 of the town's Charter, all quasi-judicial items
2 require a unanimous vote of the entire four (4) affirmative votes of the town
3 council.

4 * * *

5 **Section 3: Amendment to sec. 130-30.** Sec. 130-030, "Considerations for
6 zoning requests" is hereby amended as follows:

7 Sec. 130-030. - Considerations for zoning map amendments~~requests~~.

8 In formulating a recommendation or decision on a zoning map amendment
9 modification, the reviewing agency shall consider and shall evaluate the
10 ~~modification-proposed amendment~~ in relation to the following pertinent factors.

11 (A) That the request does not meet any one of the following criteria whereby
12 the request would be considered contract or spot zoning:

13 (1) The proposed rezoning would give privileges not generally extended to
14 similarly situated property in the area.

15 (2) The proposal is not in the public's best interest and it only benefits the
16 property owner.

17 (3) The proposed zoning request violates the town's comprehensive plan.

18 (4) The proposed change will result in an isolated district unrelated to
19 adjacent or nearby districts.

20 (B) ~~A zoning modification may be approved if the request is~~The request shall be
21 consistent with one (1) or more of the following four (4) criteria:

22 (1) That there exists an error or ambiguity which must be corrected.

23 (2) That there exists changed or changing conditions which make approval
24 of the request appropriate.

25 (3) That substantial reasons exist why the property cannot be used in
26 accordance with the existing zoning.

27 (4) That the request would advance a public purpose, including, but not
28 limited to, protecting, conserving, or preserving environmentally critical
29 areas and natural resources.

30 (C) When determining if at least one (1) of the four (4) criteria delineated in
31 subsection (B) ~~of this section, have~~has been satisfied, the reviewing agency
32 shall consider the following:

33 (1) That the request is compatible with surrounding zoning districts and
34 land uses. A proposed zoning district that has a greater maximum

1 [permitted density than any contiguous residential zoning district is not](#)
2 [deemed compatible and shall not be approved.](#)

3 (2) That the request is consistent with or furthers the goals, objectives,
4 policies, and the intent of the town's comprehensive plan and the
5 town's future land use map.

6 (3) That the anticipated impact of the application would not create an
7 adverse impact upon public facilities such as schools and streets.

8 (D) The reviewing agency shall also consider:

9 (1) The recommendation of staff.

10 (2) The testimony of any applicants, their agents or representatives.

11 (3) The facts and opinions presented to the reviewing agency during
12 public hearings.

13 **Section 4. Amendment to Sec. 130-50.** Sec. 130-050, "Further requests
14 after withdrawal or denial" is hereby amended as follows

15 Sec. 130-050. - Further requests after withdrawal or denial.

16 (1) Except as set forth in subsection (2) of this section, when any request for a
17 change of zoning district is withdrawn by the applicant after the initial public
18 hearing or is denied by the town council, no other petition for a change of
19 zoning on the same property shall be considered within one (1) year from
20 the date of such withdrawal or denial.

21 (2) The town council, for good cause and to avoid undue hardship, upon ~~four~~
22 [\(4\) affirmative unanimous votes of the entire council](#), may permit the
23 resubmission of a withdrawn application within the one (1) year period.

24 **Section 5: Codification.** The Town Clerk shall cause this ordinance to be
25 codified as a part of the ULDC during the next codification update cycle.

26 **Section 6: Conflict.** All Ordinances or parts of Ordinances, Resolutions or parts
27 of Resolutions in conflict herewith, be and the same are hereby repealed to the extent
28 of such conflict.

29 **Section 7: Severability.** If any word, phrase, clause, sentence or section of
30 this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof
31 shall not affect the validity of any remaining portions of this Ordinance.

32 **Section 8: Effective Date.** This Ordinance shall take effect immediately upon
33 its adoption.

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PASSED ON FIRST READING this ___ day of _____, 2021 on a motion
made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of ___, 2021, on
a motion made by _____ and seconded by
_____.

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

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
38347910.1



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COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 5/13/2021
SUBJECT: Appointment of Cheryl Danner - Civilian Police Coordinator

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- C. Reliable Public Safety

Background

On June 8, 2017, pursuant to Resolution No. 2017-046, the Town of Davie ("Davie") and The Town of Southwest Ranches ("TOWN") entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services.

On April 12, 2018, pursuant to Resolution No. 2018-048, the Town amended the Agreement to eliminate Davie's requirement to provide one Community Service Aid (C.S.A.), and instead to allow the Town to directly hire one Police Civilian Coordinator (P.C.C.).

On February 27, 2020, pursuant to Resolution No. 2020-028, the Town entered into an agreement with George Weimann, LLC for P.C.C. services. George Weimann, LLC has terminated its agreement with the Town.

The Town Council would like to maintain its own P.C.C. and it desires to enter into an agreement with C Danner, LLC to serve as the Town's new P.C.C., as an independent contractor.

Fiscal Impact/Analysis

\$40,000 annually.

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
C Danner Reso - TA Approved	4/23/2021	Resolution
C Danner LLC Police Services Agreement - TA Approved	4/23/2021	Agreement

RESOLUTION NO. 2021 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH C DANNER, LLC FOR POLICE CIVILIAN COORDINATOR SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 8, 2017, pursuant to Resolution No. 2017-046, the Town of Davie ("Davie") and The Town of Southwest Ranches ("TOWN") entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services; and

WHEREAS, on April 12, 2018, pursuant to Resolution No. 2018-048, the Town amended the Agreement to eliminate Davie's requirement to provide one Community Service Aid (C.S.A.), and instead to allow the Town to directly hire one Police Civilian Coordinator (P.C.C.); and

WHEREAS, on February 27, 2020, pursuant to Resolution No. 2020-028, the Town entered into an agreement with George Weimann, LLC for P.C.C. services; and

WHEREAS, George Weimann, LLC has terminated its agreement with the Town; and

WHEREAS, the Town Council would like to maintain its own P.C.C. and it desires to enter into an agreement with C Danner, LLC to serve as the Town's new P.C.C., as an independent contractor;

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

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

SECTION 2. The Town Council hereby approves the Agreement, attached hereto as Exhibit "A", between the Town of Southwest Ranches and C Danner, LLC for Police Civilian Coordinator Services.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, This 13th day of May, 2021 on a motion by _____, seconded by

_____.

Breitkreuz _____
Hartmann _____
Allbritton _____
Jablonski _____
Kuczenski _____

Ayes 0
Nays 0
Absent 0
Abstaining 0

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
10001.1

AGREEMENT

BETWEEN

C DANNER, LLC

And

TOWN OF SOUTHWEST RANCHES

Providing for

POLICE CIVILIAN COORDINATOR SERVICES

This Agreement is made by and between C DANNER, LLC, a Florida Limited Liability Company (hereinafter referred to as "C DANNER, LLC"), and the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN").

WHEREAS, on June 8, 2017, pursuant to Resolution No. 2017-046, the Town of Davie ("Davie") and The Town of Southwest Ranches ("TOWN") entered into an Agreement to provide for the delivery of emergency medical, fire protection, fire & life safety, fire prevention, and police services; and

WHEREAS, on April 12, 2018, pursuant to Resolution No. 2018-048, the Town amended the Agreement to eliminate Davie's requirement to provide one Community Service Aid (C.S.A.), and instead to allow the Town to directly hire one Police Civilian Coordinator (P.C.C.); and

WHEREAS, on February 27, 2020, pursuant to Resolution No. 2020-028, the Town entered into an agreement with George Weimann, LLC for P.C.C. services; and

WHEREAS, George Weimann, LLC has terminated its agreement with the Town; and

WHEREAS, the Town Council would like to maintain its own P.C.C. and it desires to enter into an agreement with C Danner, LLC to serve as the Town's new P.C.C., as an independent contractor;

WHEREAS, C Danner, LLC and the TOWN desire to enter into an Agreement for the provision of Police Civilian Coordinator Services by C Danner, LLC under the terms and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, C DANNER, LLC and TOWN do hereby agree as follows:

ARTICLE I
BACKGROUND, PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and incorporated herein as if set forth in full hereunder.
- 1.2 It is the purpose and intent of this Agreement for C Danner, LLC to provide Police Civilian Coordinator Services.
- 1.3 The TOWN and C Danner, LLC find that the method of delivery of Police Civilian Coordinator Services set forth in this Agreement is in the best interest of the public and can be best accomplished through coordination of the provisions of such services as set forth herein.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 C. Danner, LLC agrees to provide Police Civilian Coordinator Services pursuant to Exhibit "A" attached (hereinafter referred to as "Scope of Services", "Services", or "Work").
- 2.2 TOWN hereby appoints C DANNER, LLC for Police Civilian Coordinator Services and authorizes it to perform the required duties, as requested by the TOWN pursuant to Exhibit "A" attached hereto and made a part thereof.
- 2.3 C DANNER, LLC shall provide one P.C.C. to service the TOWN for a minimum total of forty (40) hours per week.
- 2.4 As it relates to this Agreement, C DANNER, LLC designates Cheryl Danner as its P.C.C. C DANNER, LLC may not remove Ms. Danner as the TOWN'S P.C.C. without the consent of the TOWN and the Town of Davie.
- 2.5 C DANNER, LLC shall be available upon request for staff support services and shall be available to attend meetings of the Town Council or its boards as directed by the Town Administrator.
- 2.6 C DANNER, LLC shall dress in a professional manner in a uniform paid for by C DANNER, LLC, but approved by the Town Administrator, which shall clearly identify C DANNER, LLC as the TOWN's P.C.C.

- 2.7 C DANNER, LLC shall maintain daily office hours within Town Hall. Unless extended, reduced, or modified in writing by the Town Administrator, the office hours shall be between 8:30 a.m. to 5:00 p.m. Tuesday through Friday, excluding Town designated holidays.
- 2.8 Upon prior written approval by the Town Administrator, C DANNER, LLC may allow Ms. Danner to take twenty (20) personal days off each year. During those days this position may be left unfilled. If the position is left unfilled for more than twenty (20) days each year, the compensation set forth in Article 4 below shall be prorated accordingly.

ARTICLE 3
TERM OF AGREEMENT

- 3.1 This Agreement shall become effective on May 1, 2021 (the Effective Date), and shall continue in full force and effect for sixty (60) months, with extensions to be approved by the TOWN and C DANNER, LLC, unless earlier terminated in accordance with paragraph 3.2 hereof.
- 3.2 Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by either party, with or without cause. Notice of termination shall be provided in accordance with the "NOTICE" section of this Agreement. Either party may terminate this Agreement upon providing sixty (60) days written notice. In the event that this Agreement is terminated, C DANNER, LLC shall solely be paid for any Work performed up to the date of termination and C DANNER, LLC shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. C DANNER, LLC specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than C DANNER, LLC' sole right to be paid for any Work performed up to the date this Agreement is terminated. Upon termination, C DANNER, LLC shall immediately refrain from performing further Work for the TOWN or incurring additional expenses.
- 3.3 In the event of termination or expiration of this Agreement, C DANNER, LLC and TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from C DANNER, LLC to such other person or entity designated by the TOWN, who will assume Police Civilian Coordinator Services, including the transfers to the TOWN of all files and records in possession of C DANNER, LLC which relate to the TOWN.

ARTICLE 4
COMPENSATION

- 4.1 C DANNER, LLC shall provide Police Civilian Coordinator Services, as described in Exhibit "A", to the TOWN for an Annual Fee of Forty Thousand Dollars and Zero Cents (\$40,000.00), which shall be paid in monthly installments in the amount of Three Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents (\$3,333.33), in accordance with the Town's internal payment processing guidelines.
- 4.2 C DANNER, LLC shall submit an invoice for its work performed by the tenth day of each month. TOWN and C DANNER, LLC agree that payment will be provided within fifteen (15) business days of the Town's receipt and approval of an invoice in an acceptable form. Payment may be withheld for failure of C DANNER, LLC to comply, in whole or in part, with any term, condition, or requirement of this Agreement.
- 4.3 Any monies which are the subject of a dispute regarding this Agreement and which are not paid when claimed to be due, shall not be subject to interest.
- 4.4 TOWN and C DANNER, LLC agree that the cost of miscellaneous supplies associated with the operational and procedural requirements of performing Police Civilian Coordinator Services for the TOWN shall be included in the Annual Fee and shall not be billed separately to the TOWN. Such items include, but are not limited to, vehicle(s), uniforms, office supplies, computer equipment, and the like.
- 4.5 TOWN agrees to provide C DANNER, LLC, with an identification card, business card, and P.C.C. badge and, as needed, C DANNER, LLC may share Davie's office space, which contains an office phone for local telephone call, a dedicated phone line, office desk, Davie's computer system, and use of office equipment, postage, copies, informational handouts, and any long distance phone calls concerning C DANNER, LLC' investigations or notifications.

ARTICLE 5
INDEMNIFICATION, LIABILITY & INSURANCE

- 5.1 To the fullest extent permitted by law C DANNER, LLC shall indemnify, and hold harmless the TOWN and the TOWN'S officers, agents, and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and costs at all tribunal levels, including but not limited to, the trial level and all appeals, to the extent caused by the malfeasance, negligence, recklessness, or wrongful misconduct of C DANNER, LLC and persons employed or utilized by C DANNER, LLC in the performance of the Work pursuant to this

Agreement. TOWN and C DANNER, LLC agree that 1% of the compensation due to C DANNER, LLC from TOWN pursuant to this Agreement is offered and accepted as sufficient separate consideration for C DANNER, LLC'S agreement to indemnify TOWN and TOWN'S officers and employees as provided for in this paragraph. This specific consideration for C DANNER, LLC'S agreement to indemnify is already incorporated in the rate agreed to between TOWN and C DANNER, LLC. C DANNER, LLC agrees to be fully responsible for acts and omissions of their respective agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by the TOWN to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

- 5.2 Without limiting any of the other obligations or liabilities of C DANNER, LLC, C DANNER, LLC shall provide, pay for, and maintain in force all insurance specified herein. The TOWN shall be named as an additional insured of all the insurance policies to be acquired by C DANNER, LLC for the Work provided by C DANNER, LLC pursuant to this Agreement and shall also be identified as the certificate holder on all certificates of insurance. The insurance required by this Agreement shall be written by a company licensed in Florida and the company must reasonably be acceptable to the TOWN. The insurance required by this Section shall also cover all Work performed by C DANNER, LLC'S employees, independent contractors, subcontractors and/or subconsultants pursuant to this Agreement. This insurance shall be primary and other insurance of the TOWN shall not be contributory. The insurance coverages to be acquired and maintained by C DANNER, LLC are as follows:
- 5.3 Workers' Compensation Insurance, if required, to apply to employees in compliance with the "Worker's Compensation Law" of the State of Florida; and
- 5.4 Comprehensive General Liability Insurance: C DANNER, LLC to provide comprehensive general liability insurance with minimum limit of coverage of Five Hundred Thousand (\$500,000) Dollars per occurrence. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for:
- (a) Premises and/or Operations;
 - (b) Independent Contractors;
 - (c) Broad Form Property;
 - (d) Contractual;

- (e) Personal injury; and
 - (f) Products/Completed.
- 5.5 Automobile Liability Insurance, C DANNER, LLC to provide automobile liability insurance to cover any auto with a limit of coverage of at least Two Hundred and Fifty Thousand (\$250,000) Dollars per occurrence.
- 5.6 C DANNER, LLC shall provide to TOWN a certificate of Insurance and a copy of required insurance policies as required by this Section. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days' notice prior to expiration or cancellation of said policy.
- 5.7 If the initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished at least thirty (30) days prior to the date of their expiration.

ARTICLE 6
RELATIONSHIP

- 6.1 C DANNER, LLC shall perform all of the Work enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. C DANNER, LLC shall be responsible for directing its efforts to the manner and means of accomplishing the Work to be performed hereunder by C DANNER, LLC.
- 6.2 Neither C DANNER, LLC nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

ARTICLE 7
AUDIT RIGHT AND RETENTION OF RECORDS

- 7.1 TOWN shall have the right to audit the books, records, computer records, electronic stored data, and accounts of C DANNER, LLC that are related to this Agreement. C DANNER, LLC shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. C DANNER, LLC shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act

(Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to C DANNER, LLC's records, C DANNER, LLC shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by C DANNER, LLC. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

ARTICLE 8 REPORTS

- 8.1 On Friday of each week C DANNER, LLC shall provide the Town Administrator, the Town Attorney, the Town Council, and the Town Clerk with a report delineating the week's activity. Said report shall be provided to the TOWN through an electronic medium, in a form and format acceptable by the Town Administrator.

ARTICLE 9 SUBCONTRACTING

- 9.1 All substantive work to be performed pursuant to the terms of this Agreement shall be performed by C DANNER, LLC. No work shall be subcontracted to other parties, firms, or individuals by C DANNER, LLC.

ARTICLE 10 OWNERSHIP RIGHTS

- 10.1 C DANNER, LLC agrees that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by C DANNER, LLC pursuant to this Agreement shall be the property of TOWN, and C DANNER, LLC hereby assigns all of that Documentation to TOWN.

ARTICLE 11 NONDISCRIMINATION

- 11.1 C DANNER, LLC shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. C DANNER, LLC shall affirmatively comply with

all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, C DANNER, LLC shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

- 11.2 C DANNER, LLC's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

ARTICLE 12
ENTIRE AGREEMENT

- 12.1 This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous Agreements and representations whether written or oral.

ARTICLE 13
CONSTRUCTION

- 13.1 This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

ARTICLE 14
FURTHER ASSURANCES

- 14.1 TOWN and C DANNER, LLC agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

ARTICLE 15
COUNTERPARTS

- 15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

ARTICLE 16
NO AMENDMENT OR WAIVER

- 16.1 This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement, prior to the initiation of any Work reflecting such change.

ARTICLE 17
SEVERABILITY

- 17.1 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

ARTICLE 18
PROFESSIONAL ASSURANCES

- 18.1 C DANNER, LLC shall perform all services under this Agreement in accordance with the highest standard of care used by similar professional code enforcement officers in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession.

ARTICLE 19
NOTICE

- 19.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present the parties designate the following as the respective places for giving of notice:

For TOWN:

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

And

Keith M. Poliakoff, Esq.
Government Law Group, LLP
200 S. Andrews Avenue
Suite 601
Ft. Lauderdale, FL 33301

For C DANNER, LLC:

C Danner, LLC
Attn: Cheryl Danner, Manager
Address Not Public In Accordance
With 119 Florida Statutes

ARTICLE 20
RESOLUTION OF DISPUTES

- 20.1 To prevent litigation, it is agreed by the parties hereto that TOWN Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed, to be done or furnished under or, by reason of, the Agreement. The Town Administrator's decision shall be reduced to writing and a copy furnished to C DANNER, LLC within a reasonable time following submission to the TOWN of the question, claim, difficulty or dispute as referenced above. The TOWN Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.

20.2 To further prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

ARTICLE 21
APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL

21.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, C DANNER, LLC AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

ARTICLE 22
ENFORCEMENT; ATTORNEY'S FEES

22.1 The TOWN and C DANNER, LLC are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and C DANNER, LLC resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorney's fees and costs incurred at the trial level and on appeal.

ARTICLE 23
REPRESENTATION OF AUTHORITY

- 23.1 The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

ARTICLE 24
SURVIVABILITY

- 24.1 ARTICLE 5 of this Agreement entitled "INDEMNIFICATION, LIABILITY & INSURANCE"; ARTICLE 7 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; ARTICLE 10 of this Agreement entitled "OWNERSHIP RIGHTS"; ARTICLE 14 of this Agreement entitled "FURTHER ASSURANCES"; ARTICLE 20 of this Agreement entitled "RESOLUTION OF DISPUTES"; ARTICLE 21 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL"; and ARTICLE 22 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

ARTICLE 25
COMPLIANCE WITH LAWS

- 25.1 C DANNER, LLC shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 26
MISCELLANEOUS

- 26.1 Performance: C DANNER, LLC represents that all persons performing the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.
- 26.2 Materiality and Waiver of Breach: C DANNER, LLC and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 26.3 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement.

The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement.

- 26.4 Public Records: The TOWN is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. C DANNER, LLC acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that C DANNER, LLC has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement, Volunteer shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

C DANNER, LLC agrees to keep and maintain public records required by the Town to perform the service in C DANNER, LLC' possession or control in connection with C DANNER, LLC' performance under this Agreement, and upon the request from

the TOWN's custodian of public records, to provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. C DANNER, LLC shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the C DANNER, LLC does not transfer the records to the TOWN.

Upon completion of the Agreement, C DANNER, LLC agrees, at no cost to TOWN, to transfer to the TOWN all public records in possession of the C DANNER, LLC or keep and maintain public records required by the TOWN to perform the service. If C DANNER, LLC transfers all public records to the TOWN upon completion of the Agreement, C DANNER, LLC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If C DANNER, LLC keeps and maintains public records upon completion of the Agreement, C DANNER, LLC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology system of the TOWN. C DANNER, LLC's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Agreement by the TOWN.

- 26.5 Scrutinized Companies: Pursuant to Florida Statute Sec. 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Syria or Cuba.
- 26.6 E-Verify: "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
 - b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by

Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Southwest Ranches. Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: C DANNER, LLC through its Manager Cheryl Danner, authorized to execute same, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 13th day of May, 2021.

WITNESSES:

C Danner, LLC

By: _____
Cheryl Danner, Manager

____ day of April, 2021

WITNESSES:

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitkreuz, Mayor

13th day of May, 2021

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM:

By: _____
Keith M. Poliakoff, J.D
Town Attorney

10002.1

EXHIBIT "A"

POLICE CIVILIAN COORDINATOR SERVICES

- Handle walk-in police related issues
- Draft police reports & answers basic law enforcement questions
- Serve as a liaison between the residents and the Town of Davie Police Department
- Provide weekly reports to the Town
- Fingerprint services
- Pull and print Town police reports
- Assist Town at Board and Council Meetings, as needed
- Coordinate Davie Police attendance at Council and Code Enforcement meetings
- Operate Davie Police radio to transmit and to receive messages
- Route non-emergency calls for service placed to Town Hall
- Operate Davie Police computer system, copiers, and other office equipment
- Access criminal database and Department of Motor Vehicle Records
- VIN identification
- Respond to resident calls within twenty-four (24) business hours
- Issue Parking Tickets when requested
- Other duties that may be assigned by the TOWN from time to time

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

March 25, 2021

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held virtually via the ZOOM meeting platform. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:00 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. CAFR Presentation for Fiscal Year Ended September 30, 2020

Town Financial Administrator Sherwood provided a brief explanation of the Comprehensive Annual Financial Report and requested Keefe McCollough present their report to the Town Council. The Town Council thanked Town Financial Administrator Sherwood for his department's hard work and congratulated them for their award.

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

MOTION: TO APPROVE THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2020.

4. Public Comment

The following members of the public addressed the Town Council: Newell Hollingsworth, Doug McKay, George Cailis, Lorena Kaelber, Jorge Lorenzo, Mary Gai Chaples, Elliott Safdie, Marianne Allen and Charles & Susie Aleshire.

5. Board Reports

Jason Halberg, Chair of the Comprehensive Plan Advisory Board, spoke about two items that were discussed at the last board meeting. The first was to add similar language to the Comprehensive Plan as it relates to zoning districts that was added to the Town's Unified Land Development Code at a past meeting to provide for consistency. The second item was the nursery ordinance that had been worked on for about three years. The Board along with Jeff Katims worked through some of the sections and Mr. Halberg felt the board made small but positive changes. He did want to make clear, the current nursery ordinance as it is written has the intent to protect and preserve the current nurseries that reside in the Town which also provides the ability to sell cottage foods.

6. Council Member Comments

Council Member Allbritton thanked the residents for attending the meeting and he reintroduced himself. He wanted to provide his perspective of what the Town's rural lifestyle means to him. He stated during his recent campaign he spoke to a lot of residents and to them, rural lifestyle means different things to different people. Council Member Allbritton wanted to remind the Town Council not all residents have farms, animals, plants or bees and they want to enjoy life in the Town just like the residents that do. He wants to keep Southwest Ranches as rural as possible by keeping the commercial interests only in the commercially zoned areas and out of the residential areas. He then urged the residents to call him with any questions.

Council Member Jablonski addressed some of the comments that were raised by the public speakers. The horses that are in his background are horses that wander into his open pasture. They are not his, but he allows them to graze. There are also goats and chickens that wander into his yard as well which he allows. This is what the rural lifestyle means to him. He is going to start to grow mangoes and pineapples and he can't wait for the cottage foods item to pass. He loves knowing all his neighbors and walking in the open spaces of his Town and he resents anyone that has tried to start problems. Next Council Member Jablonski made some announcements about events happening in the Town such as: COVID-19 drive through testing at the Barn, Virtual Bingo on April 17th, 2021, the Virtual 5K run by the Sikh Youth Society From May 24 through May 9, 2021 and the First Responders aerial photo shoot on July 13, 2021 at the Barn. Council Member Jablonski spoke on the license plate readers at the entrance to Rolling Oaks. He is extremely pleased with how they are working, and he would like to make a proposal to the Town Council. He mentioned the Town had recently recovered some money and he would like to use a portion of the funds to purchase license plate readers for the entire Town. The Town Council stated they agreed with Council Member Jablonski's suggestion. The floor was then opened to the public for discussion. Town Administrator Berns clarified the motion made by Council Member Jablonski and explained there is still a lot of research to be done at an administrative level in order to bring back to the Town Council for consideration. Mayor Breitreuz would like a policy in place that spells out to the Davie Police the acceptable functions for the license plate readers.

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

MOTION: TO DIRECT ADMINISTRATION TO PURCHASE 24 LICENSE PLATE READERS TO BE PLACED STRATEGICALLY THROUGHOUT THE TOWN, UTILIZING UP TO 50% OF THE \$600,000.00 SETTLEMENT MONEY RECOVERED.

Vice Mayor Hartmann addressed some of the issues regarding agricultural exemptions and the fire study by advising the residents to contact himself or other members of the Town Council if there are any questions or rumors that need to be answered.

Council Member Kuczenski reintroduced himself to the public and spoke about the phone calls he received from members of the agricultural community. He also advised the public to contact him at any time for any questions or concerns. Next, Council Member Kuczenski spoke about the

nursery ordinance. He stated there were a lot of changes to the nursery ordinance, which he supported. Some issues that he was concerned about:

- a) The changes do not affect any existing nurseries.
- b) The definition of farm product.
- c) The parking requirement was removed.

Last, he was concerned about a proposed left turn coming off I-75 eastbound on Sheridan Street that would make a direct turn onto Volunteer Road. He received many phone calls from unhappy residents worried this would create more traffic than necessary. After speaking with the City of Pembroke Pines and the Developer, an agreement was reached, and the left turn lane will not happen.

Mayor Breitreuz spoke on an effort by the National Wildlife Foundation to support Monarch Butterflies which are close to becoming endangered. A lot of municipalities across America have voiced their support and will work towards things that can be done to help promote the issue. He asked for the Town Council's support to register the Town to assist in the effort of protecting the Monarch Butterflies. Next Mayor Breitreuz spoke about his love for the Town, its residents and the rural lifestyle which was the reason he ran for the Mayoral seat. He also stressed to the residents, to please call him with any questions or concerns, and he will be happy to speak to them. Mayor Breitreuz next spoke about adding a board member with an agricultural background to the Comprehensive Plan Advisory Board. Mayor Breitreuz spoke to several nursery owners and one of them was Jorge Lorenzo. He then asked Mr. Lorenzo if he would like to serve on the Comprehensive Plan Advisory Board. Mr. Lorenzo is not a resident of the Town; he only owns a business in Town and the current advisory board rules states that only residents serve on advisory boards. Mayor Breitreuz then asked the Town Council to make a one-time exception to allow Mr. Lorenzo to serve. After much discussion, it was agreed to place this item on the April 8, 2021 Town Council meeting. Town Attorney Poliakoff stated the item may have to be a resolution item as it is expanding the size of the Comprehensive Plan Advisory Board. He will investigate it and let the Town Council know. Lastly, Mayor Breitreuz stressed the Town needs more communication between its residents and the Town. He then stated he would have a Mayor's Q&A session the second Wednesday of every month at 7:00 p.m. to open communication lines between himself and the residents. Council Member Jablonski mentioned it would only be the Mayor attending and none of the other Council Members so as not to violate the Sunshine Law.

7. Legal Comments

Town Attorney Poliakoff had no comments.

8. Administration Comments

Town Administrator Berns commended Town Financial Administrator Sherwood and his staff for a job well done on the Comprehensive Annual Financial Report for Fiscal Year 2019-2020. He also reminded the Town residents, the community survey has been sent out in the Town newsletter and if anyone didn't receive one, to please call Town Hall and the survey will be provided to them.

Ordinance - 2nd Reading

9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10, ENTITLED, "DEFINITION OF TERMS" TO DEFINE THE TERMS, "VETERINARY CLINIC" AND "MOBILE SERVICES UNIT;" AMENDING ARTICLE 45 ENTITLED, "AGRICULTURAL AND RURAL DISTRICTS," SECTION 045-050 "PERMITTED AND PROHIBITED USES" TO PROHIBIT VETERINARY CLINICS, VETERINARY HOSPITALS AND COMMERCIAL BOARDING AND BREEDING

KENNELS AS PRINCIPAL USES IN THE A-1 and A-2 ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on First Reading - March 11, 2021}

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

MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.

Resolutions

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH CARLOS AND CINDY PEREZ RELATING TO THE CONSTRUCTION OF A FENCE AND WALL LOCATED WITHIN THE TOWN'S RIGHT OF WAY (QUIET TITLE CASE NO. CACE19-004382); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ENACTING A ZONING IN PROGRESS, PURSUANT TO SECTION 005-240 OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE, TO FURTHER REGULATE ANY SUBDIVISION OF LAND ENCUMBERED BY A POWERLINE TRANSMISSION EASEMENT, OR THAT RESULTS IN A LOT OF LESS THAN 39,200 SQF. OF NET LOT AREA EXCLUSIVE OF DESIGNATED STORMWATER RETENTION AREA, LOCATED WITHIN THE RURAL ESTATES ZONING DISTRICT; ENACTING A ZONING IN PROGRESS FOR A PERIOD OF TIME NOT TO EXCEED SIX (6) MONTHS OR UNTIL THE TOWN'S REVISED REGULATIONS HAVE BEEN ADOPTED, WHICHEVER IS SOONER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

12. Approval of Minutes

- a. **February 11, 2021 Regular Meeting**
- b. **February 25, 2021 Regular Meeting**

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

MOTION: TO APPROVE THE FEBRUARY 11, 2021 AND FEBRUARY 25, 2021 REGULAR MEETING MINUTES.

13. Adjournment

Meeting was adjourned at 10:13 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this day of May 13, 2021

Steve Breitkreuz, Mayor

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

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

April 8, 2021

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Andrew Berns, Town Administrator

Vice Mayor Bob Hartmann

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Jim Allbritton

Martin D. Sherwood, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David Kuczenski

Regular Meeting of the Town Council of Southwest Ranches was held virtually via the ZOOM Meeting Platform. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:03 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Public Comment

The following members of the public addressed the Town Council: Newell Hollingsworth, George Cailis, Javitpaul Makkar, Pavitpaul Makkar, and Parneet Singh.

4. Board Reports

Jason Halberg, Chair of the Comprehensive Plan Advisory Board spoke about the recent Town Council discussion to add additional members to the Board. He indicated that he would ask the board to push back the discussion on the proposed nursery ordinance if the Town Council needed more time.

George Morris, Chair of the Drainage and Infrastructure Advisory Board advised that the board had discussed fill permit penalties and requirements at the last meeting. They discussed several recommendations including requiring signs indicating that a fill permit had been acquired, making level 1 permits more affordable, and increasing the fines for level 2 and level; 3 permits acquired after work without permit. He also discussed the 188th Avenue paving project drawing to a close.

5. Council Member Comments

Council Member Jablonski advised that the Virtual Bingo SEAB fundraiser would be held Saturday April 17th. He also advised that on July 13th a photo shoot would be held at the Barn to recognize all Town first responders. He also advised that the Broward County Property Appraiser's Office has a new online program in place that prevents unscrupulous activity on the deeds of property owners. He also spoke about a program available from the United Postal Service that would keep you apprised of mail that is forthcoming. Lastly, he discussed a project list that was identified by Parks Recreation and Open Space (PROS) Manager December Lauretano-Haines as necessary projects that have remained unfunded in previous budget years. The list encompassed 5 projects totaling \$111,307. The projects identified and recommended for funding are the Sunshine Ranches Equestrian Park Playground Upgrade, Rolling Oaks Fitness Trail Upgrade, Rolling Oaks Wetlands Improvement, Country Estates Ballfield Upgrade, and Country Estates Playground Signs. He felt that funding for these projects could come from the recent lien recovery attained by the

Town Attorney. He advised that by funding these projects with the recovery it was actually a tax decrease over future year budgets.

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

MOTION: TO UTILIZE THE FUNDS RECOVERED BY THE TOWN ATTORNEY TO FUND PARKS RECREATION AND OPEN SPACE (PROS) PROJECTS IDENTIFIED BY PROS MANAGER DECEMBER LAURETANO-HAINES (TOTALING \$111,307).

Council Member Allbritton spoke about a recent burglary and commended the quick and diligent work of the Davie Police Department which led to the quick apprehension of the suspect. He believes that with the addition of the License Plate Reader cameras and the work of the Davie Police the word might be getting out to criminals that Southwest Ranches is not the place to try and commit a crime.

Council Member Kuczenski spoke regarding the Founder's Park mural project. He advised that the Southwest Ranches Parks Foundation has offered to split the Town's portion of the cost. He advised that a quote was received to pressure clean and prep the wall in the amount of \$600. He felt this quote was very reasonable. The only additional cost would be for paint supplies and any kind of compensation for the artist. He asked for Town Council support in sending this item back to the Rural Public Arts Board and make this item a priority. He was hopeful that this project could be completed by the fall. The Town Council voiced their support.

Vice Mayor Hartmann addressed comments raised during Public Comments concerning trash collection. He advised that he spoke with Waste Pro employees during trash collection who spoke about staff shortages. He agreed with resident concerns and felt something needed to be done about the lack of service. He also spoke about the basketball backboards at Town parks that are being vandalized frequently.

Mayor Breitzkreuz also felt that the time to start implementing penalties against Waste Pro for lack of performance has come. In response to other comments made during Public Comments he asked Town Attorney Poliakoff to see if any relief could be provided to Mr. Cailis due to the amount of dumping that was occurring on the adjacent property. He spoke about divisive comments being made on social media by people who have disagreed with decisions made by the Town Council. He asked that everyone be respectful when they disagree with another opinion. Lastly, he advised that he would be holding virtual meeting forums for residents and interested parties to have an open dialogue with him about Town affairs. The meetings will take place on the second Wednesday of each month at 7 p.m. beginning on April 14th using the Zoom platform. He further explained that no other Town Council Members would be on the call so as to avoid any potential Sunshine Law violation.

6. Legal Comments

Town Attorney Poliakoff thanked Mayor Breitkreuz for clarifying that no other Council Members would be participating in his Zoom calls with the residents. He confirmed that this would avoid any potential Sunshine Law violations and further advised that all Council Members could hold meetings such as these individually with their constituents.

7. Administration Comments

Town Administrator Berns acknowledged the Public Comments and the comments made by members of the Town Council regarding the performance of Waste Pro. He believed it would be helpful to confer with Public Works Director Rod Ley and prepare a presentation to the Town Council. He believed it would be beneficial to outline the parameters of what the contract allows for and what liquidated damages may apply. He also wished to further examine the staffing issues claimed by Waste Pro and see how that related to any minimum staffing provisions that may be outlined in the contract. Additionally, he spoke about the widespread availability of the COVID-19 vaccine and indicated that staff has been strongly encouraged to get vaccinated. He advised that he was working on a reopening plan with some members of staff and has a target date in mind but wished to monitor positivity rates before those plans would be solidified.

Resolutions

8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH IMECO, INC. IN THE AMOUNT OF FIVE HUNDRED FORTY-THREE THOUSAND NINE HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$543,930.00) FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FUNDED GREEN MEADOWS DRAINAGE IMPROVEMENT PROJECT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021 ADOPTED BUDGET; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE UNWARRANTED OR OVERLY BROAD PREEMPTIONS OF MUNICIPAL HOME RULE POWERS; DIRECTING A COPY OF THIS RESOLUTION TO BE TRANSMITTED TO MEMBERS OF THE FLORIDA LEGISLATURE, THE FLORIDA LEAGUE OF CITIES, AND ANY OTHER INTERESTED PARTIES.; AND PROVIDING FOR AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION.

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING AND APPROVING AN AGREEMENT WITH BROWARD COUNTY TO RECEIVE ONE HUNDRED TWENTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$124,000.00) OF SURTAX FUNDING TO COMPLETE THE SW 50 STREET AND SW 182 TERRACE DRAINAGE IMPROVEMENTS (SWRA-032); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2020-2021 TOWN BUDGET; AND PROVIDING AN EFFECTIVE DATE.

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

MOTION: TO APPROVE THE RESOLUTION SUBJECT TO CORRECTING PAGE 2 OF THE RESOLUTION TO CORRECT A SCRIVENOR'S ERROR TO THE APPROPRIATED FUND BALANCE ACCOUNT NUMBER TO 101-0000-399-3990 FOR THE \$52,507 AMOUNT.

Discussion

11. Comprehensive Plan Board Discussion

Mayor Breitzkreuz explained that this item was brought forward to discuss the possibility of adding two new members to the Town's Comprehensive Plan Advisory Board to reflect a greater diversity of opinion.

Council Member Jablonski suggested that David Pradilla who is a resident and Jorge Lorenzo who is not a resident for the sole purpose of reviewing and advising the Comprehensive Plan Advisory Board regarding the Nursery Ordinance. Both of these gentlemen have extensive nursery experience.

Town Council discussion ensued regarding the merits of adding these two new members to the Board.

Mayor Breitzkreuz did not feel comfortable adding these members for just this issue. He felt that they should have membership through the end of the year and when Board Appointments were discussed at the end of the year the issue could be revisited.

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

MOTION: TO ADD JORGE LORENZO AND DAVID PRADILLA TO THE COMPREHENSIVE PLAN ADVISORY BOARD AND AUTHORIZE THE INCREASE THE NUMBER OF BOARD MEMBERS TO NINE.

12. Approval of Minutes

- a. **March 11, 2021 Workshop**
- b. **March 11, 2021 Regular Meeting**

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

MOTION: TO APPROVE THE MARCH 11, 2021 WORKSHOP AND REGULAR MEETING MINUTES.

13. Appointments

a. Broward League of Cities - Appointment of Board Director, Alternate and Second Alternate

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

MOTION: TO APPOINT COUNCIL MEMBER ALLBRITTON AS BOARD DIRECTOR, COUNCIL MEMBER KUCZENSKI AS ALTERNATE, AND COUNCIL MEMBER JABLONSKI AS SECOND ALTERNATE.

14. Adjournment

Meeting was adjourned at 9:14 p.m.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this 13th day of May, 2021.

Steve Breitzkreuz, Mayor

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