



Southwest Ranches Town Council

REGULAR MEETING
Agenda of June 27, 2024

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

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

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

Presentations

3. **2024 SEAB Town College Scholarship Recipient Awards**
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 6951 APPALOOSA TRAIL, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.**

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 5775 SW 130TH AVENUE, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.
11. A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, OPPOSING MIAMI-DADE COUNTY'S SITING, PERMITTING, AND CONSTRUCTION OF A SOLID WASTE TO ENERGY CAMPUS AT THE OPA-LOCKA WEST AIRPORT SITE AND AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CITY OF MIRAMAR, FLORIDA FOR THE CITY OF MIRAMAR TO LEAD THE TOWN'S OPPOSITION; THE EXPENDITURE OF THE AMOUNT OF THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00) TO CONTRIBUTE TO THE LEGAL SERVICES TO OPPOSE THE SOLID WASTE TO ENERGY FACILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Discussion

12. FPL Staging Area Agreement - Mayor Breitreuz
13. Approval of Minutes
 - a. May 9, 2024 Regular Meeting Minutes
14. 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.



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 6/27/2024
SUBJECT: 6951 Appaloosa Trail Cooper City Water Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

6591 Ranches, LLC (“Owner”) is the owner of a property lying within the Town of Southwest Ranches at 6951 Appaloosa Trail. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of 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 6951 Appaloosa Trail, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

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

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/21/2024	Resolution
Agreement	6/21/2024	Agreement

RESOLUTION NO. 2024 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 6951 APPALOOSA TRAIL, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 6951 Ranches, LLC (“Owner”), has real property in the Town of Southwest Ranches, as described in Exhibit “A”, attached hereto and incorporated herein by reference; and

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

WHEREAS, the City of 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

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 6951 Appaloosa Trail, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

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 _____ day of _____ 2024 on a motion by _____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.037.2024

WATER AGREEMENT

FOR SINGLE-FAMILY HOMEOWNER

FOR 6591 Ranches, LLC
(NAME OF OWNER)

LOCATION: 6591 Appaloosa Trail, Southwest Ranches, FL 33330

THIS AGREEMENT effective this ____ day of _____, 20____, 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 6591 Ranches, LLC, an individual with a property address of 6591 Appaloosa Trail, Southwest Ranches, FL 33330 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)

Non-Residential 2.5# ERC's @ \$1,390.82 Per ERC, plus deposit \$50.00 and 25% surcharge \$881.76 for a total of \$4,408.81
Total ERC's 2.5 (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. 50th Place
Cooper City, Florida 33328

FOR THE OWNER
6591 Ranches, LLC
1985 N Andrews Ave #200
Wilton Manors, FL 33311

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 _____ to me well known and known to me to be the person (s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

OWNER
6591 RANCHES, LLC

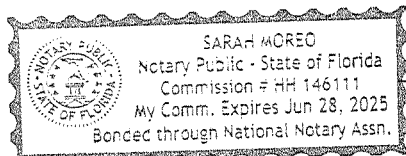
BY: Michael Govern
MICHAEL GOVERN

DATE: 6-4-24

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared Michael Govern 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 Michael Govern executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 4 day of June, 20 24.



NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

{00308483.3 3451-0000000}

Signed, sealed and delivered
in the presence of:

THE TOWN OF SOUTHWEST RANCHES

ATTEST:

BY: _____

MAYOR STEVE BREITKREUZ

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____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

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EXHIBIT A

Tract 28, less the North 990.51 feet thereof, in Section 2, Township 51 South, Range 40 East, Everglades Sugar and Land Co. Subdivision, according to the map or plat thereof, as recorded in Plat Book 2, Page(s) 39, of the Public Records of Miami-Dade County, Florida, less the South 40 feet and less the East 20 feet therefrom, Said lands situate, lying and being in, Broward County, Florida.



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL
33330-2628
(954) 434-0008 Town Hall
(954) 434-1490 Fax

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell Muniz, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 6/27/2024
SUBJECT: 5775 SW 130th Avenue Cooper City Water Agreement

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Ahmad Muntaser (“Owner”) is the owner of a property lying within the Town of Southwest Ranches at 5775 SW 130th Avenue. 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 5775 SW 130th Avenue, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

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

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, P.E., Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/21/2024	Resolution
Agreement	6/12/2024	Agreement

RESOLUTION NO. 2024 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 5775 SW 130TH AVENUE, REAL PROPERTY LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City of 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

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 5775 SW 130th Avenue, provided that no further expansion of service shall be permitted without the explicit written consent of the Town.

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 _____ day of _____ 2024 on a motion by _____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.036.2024

WATER AND SEWER SERVICE AGREEMENT
FOR INDIVIDUAL OR COMMERCIAL CUSTOMER

(Residential - Outside the City)

FOR: Ahmad Muntaser

(NAME OF OWNER)

LOCATION: 5775 SW 130 Ave, Southwest Ranches, FL 33330

THIS AGREEMENT effective this ____ day of _____, 20____, is 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 Mohammad Muntaser, an individual/ or commercial customer with a property address of 5775 SW 130 Ave, Southwest Ranches, FL 33330, 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 and sewage treatment plant, together with water distribution and sewage collection facilities known as COOPER CITY WATER AND SEWER 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 or sewage disposal service from CITY for the PROPERTY; and

WHEREAS, Section 19-142 of the CITY’s Code of Ordinances authorizes the CITY to provide water distribution 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 or sewer services 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 and sewer services for the PROPERTY; and

WHEREAS, the Cooper 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 defined for nonresidential / commercial customers in Section 19-72 of the CITY's Code of Ordinances, as may be amended from time to time.
- 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 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 are a condition precedent to the execution of this Agreement. The contribution charges applicable for this Agreement are summarized as follows:

CONTRIBUTION (WATER)

Non-Residential# ERC's @ \$ _____ Per ERC
Total ERC's ____ (WATER)

CONTRIBUTION (SEWER)

Non-Residential# _____ ERC's @ _____ Per ERC
Total ERC's _____ (SEWER)

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 distribution service or sewage collection 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 distribution service or sewage collection service capacity to serve the PROPERTY. The City shall have the sole authority and discretion to determine its water distribution service or sewage collection service capacity and its ability to serve the PROPERTY pursuant to this Agreement.

B. WELLS PROHIBITED EXCEPT FOR IRRIGATION

OWNER, Owner's 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, rules and regulations relating to the furnishing of water distribution service and sewage collection 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. In the event that CITY cannot provide sufficient water and sewer 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. The connections contemplated by this Agreement are for approved plans only, and the OWNER shall not permit the water line to be extended to service any location other than the Property without the expressed written consent of the CITY.

OWNER grants the CITY the right to access the property for purposes of inspecting and maintaining the meter and other utility infrastructure necessary for the City to provide service pursuant to this agreement.

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 distribution service or sewage collection 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 and sewer service 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, Owner’s successors and assigns.

I. SEVERABILITY

{00509773.3 3451-0000000}

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 and sewer systems 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 and sewer 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.

M. OWNER'S COVENANT

The OWNER warrants to the CITY that OWNER holds legal and beneficial title to the PROPERTY which is the subject of this Agreement, or, in the event that the OWNER is a tenant at the PROPERTY, that the OWNER has the legal authority to enter into and execute this Agreement. OWNER individually warrants that he or she has full legal power to execute this Agreement, either in their individual capacity or on behalf of the entity first named above, and has authority to bind and obligate OWNER with respect to all requirements contained in this Agreement.

PART IV - NOTICE

{00509773.3 3451-0000000}

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 Manager
9090 S.W. 50th Place
Cooper City, Florida 33328

FOR THE OWNER:

Ahmad Muntaser

5775 SW 130th Ave

Southwest Ranches, FL 33330

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.

SIGNATURE PAGES FOLLOW

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

CITY OF COOPER CITY:

ATTEST:

BY: _____
MAYOR GREG ROSS

DATE: _____

CITY CLERK

Approved as to legal form:

BY: _____
CITY MANAGER

DATE: _____

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____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

OWNER:

BY:

[Signature]

NAME: Ahmad Muntaser

DATE:

03/18/2024

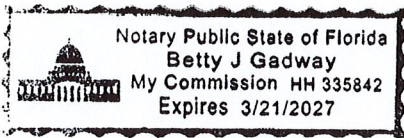
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of March 2024, by Ahmad Muntaser (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced FLDL as identification. M-532-008-65-148-0

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

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



THE TOWN OF _____

ATTEST:

BY: _____

TITLE: _____

CITY CLERK

DATE: _____

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this _____ day of _____, 20____.

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Russell C. Muñoz, Town Administrator
FROM: Debra Ruesga, Town Clerk
DATE: 6/27/2024
SUBJECT: Opposition to Waste-to-Energy Plant - Opa-Locka West Airport Site

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- D. Improved Infrastructure

Background

Waste-to-Energy (“WTE”) refers to treatment technologies that convert waste to electricity, heat, fuel, or other usable materials and even the most advanced technologies cannot avoid the damaging health affects to residents in nearby proximity to WTE facilities because of the release of vast amounts of carcinogenic pollutants, as well as tiny particles of dust that can lead to decreased lung function, irregular heartbeat, heart attacks, cancer, and premature death, as well as contaminating the water, and entering the food chain.

On February 12, 2023, a massive fire broke out at the Miami-Dade County Resources Recovery Facility (“RRF”) located in the City of Doral. The fire at the RRF burned continuously for approximately three weeks, essentially destroying the RRF. The resulting dangerous smoke from the fire at the RRF was worsened by the presence of known and

unknown pollutants in the air and subsequent air monitoring reports from various sites around the RRF and nearby community showed that the air quality was often at unhealthy levels, with high spikes in particulate matter.

On May 3, 2022, the Miami-Dade Board of County Commissioners (“Board”) approved Resolution No. R-432-22 (“Resolution”) and directed the Miami-Dade County Mayor to develop and issue a solicitation for a design criteria package for a new County WTE plant at the existing Doral site. In response to the Resolution, Doral residents organized an opposition to rescind the Resolution and to have the new RRF located outside of Doral. On March 27, 2023, the Board approved Resolution No. R-240-23 (Exhibit “B”), rescinding the Resolution and directed the Mayor to analyze and recommend siting alternatives for a new WTE facility; and

On August 18, 2023, the Miami-Dade County Mayor issued a report entitled *Report Related to the Development of an Integrated Solid Waste Plan in Miami-Dade County – A Combined Response to Directives 222097, 230509 and 230998* (“Report”). The Report recommends locating the new RRF facility at the intersection of Krome Avenue and US 27, which is commonly referred to as Opa-Locka West Airport (“Opa-Locka West Airport Site”). The Opa-Locka West Airport Site consists of 416 acres of County owned land that is located in the northwest portion of the County’s Urban Development Boundary. The Report notes that the County considered the fact that there is a residential community within a half a mile of the existing Doral RRF, which expressed significant opposition to the new RRF being located there. The Opa-Locka West Airport Site the Report recommends is only within approximately a half a mile from residential communities in Broward County and within a mile of the Miramar Sunset Lake Community in Miramar.

On September 14, 2023, and December 8, 2023, the City of Miramar delivered two objection letters (“Objection Letters”) that were sent from Mayor Wayne M. Messam to the Honorable Oliver G. Gilbert, III, Chairman of the Miami-Dade Board of County Commissioners and the Objection Letters provided Miami-Dade County a detailed statement of the reasons for the City of Miramar’s objection to locating a WTE facility at the Opa-Locka West Airport Site, including that:

- (a) the WTE is essentially a mass-burn facility that must not be located in close proximity to hundreds of families and tens of thousands of residents in the City of Miramar; and
- (b) recent studies have concluded that Miami-Dade County’s WTE incinerator at the Doral location has long emitted pollutants that are known to cause cancer, respiratory problems, and reproductive health risks; and
- (c) it is virtually impossible to prevent material containing toxic substances from being included in incinerator bound waste streams; and
- (d) it is an environmental threat to locate the WTE facility so close to Everglades National Park and
- (e) there are natural resource considerations that make the Opa-Locka West Airport Site inappropriate for a sprawling industrial waste processing campus with a mass burn incinerator, including but not limited to potentially affecting the habitat of federally protected species under the Endangered Species Act, as well as the presence of

regulated wetlands under federal, state, and local law covering the vast majority of the site, which is approximately 377 acres of wetlands out of a total of 416 acres.

The City of Miramar has engaged The Goldstein Environmental Law Firm (“Goldstein Firm”) to oppose the permitting of Miami-Dade County’s new WTE facility at the Opa-Locka West Airport location and Goldstein Firm projects that expenditure of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) for those professional services will be required. The Town Council believes that it is in the best interest of the citizens and residents of the Town of Southwest Ranches to object to Miami-Dade County locating a new WTE facility at the Opa-Locka West Airport Site and support the City of Miramar’s efforts.

Fiscal Impact/Analysis

The proposed Interlocal agreement between the City of Miramar requests financial support from the Town in an amount not to exceed \$30,000 to assist in the defense of this WTE being placed adjacent to the City of Miramar and near the Town of Southwest Ranches municipal boundary. Funding for this request will come from unassigned fund balance "reserves" (001-0000-399-39900).

Staff Contact:

Russell Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	6/21/2024	Resolution
Agreement	6/21/2024	Agreement

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RESOLUTION NO. 2024-XXX

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, OPPOSING MIAMI-DADE COUNTY'S SITING, PERMITTING, AND CONSTRUCTION OF A SOLID WASTE TO ENERGY CAMPUS AT THE OPA-LOCKA WEST AIROPORT SITE AND AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CITY OF MIRAMAR, FLORIDA FOR THE CITY OF MIRAMAR TO LEAD THE TOWN'S OPPOSITION; THE EXPENDITURE OF THE AMOUNT OF THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00) TO CONTRIBUTE TO THE LEGAL SERVICES TO OPPOSE THE SOLID WASTE TO ENERGY FACILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Waste-to-Energy ("WTE") refers to treatment technologies that convert waste to electricity, heat, fuel, or other usable materials; and

WHEREAS, even the most advanced technologies cannot avoid the damaging health affects to residents in nearby proximity to WTE facilities because of the release of vast amounts of carcinogenic pollutants, as well as tiny particles of dust that can lead to decreased lung function, irregular heartbeat, heart attacks, cancer, and premature death, as well as contaminating the water, and entering the food chain; and

WHEREAS, on February 12, 2023, a massive fire broke out at the Miami-Dade County Resources Recovery Facility ("RRF") located in the City of Doral; and

WHEREAS, the fire at the RRF burned continuously for approximately three weeks, essentially destroying the RRF; and

WHEREAS, the resulting dangerous smoke from the fire at the RRF was worsened by the presence of known and unknown pollutants in the air; and

WHEREAS, subsequent air monitoring reports from various sites around the RRF and nearby community showed that the air quality was often at unhealthy levels, with high spikes in particulate matter;

WHEREAS, on May 3, 2022, the Miami-Dade Board of County Commissioners ("Board") approved Resolution No. R-432-22 ("Resolution") and directed the Miami-Dade County Mayor or County Mayor's designee (collectively "Mayor") to develop and issue a solicitation for a design criteria package for a new County WTE plant at the existing Doral site; and

WHEREAS, in response to the Resolution, Doral residents organized an opposition to rescind the Resolution and to have the new RRF located outside of Doral; and

WHEREAS, on March 27, 2023, the Board approved Resolution No. R-240-23 (Exhibit "B"), rescinding the Resolution and directed the Mayor to analyze and recommend siting alternatives for a new WTE facility; and

WHEREAS, on August 18, 2023, the Mayor issued a report entitled *Report Related to the Development of an Integrated Solid Waste Plan in Miami-Dade County – A Combined Response to Directives 222097, 230509 and 230998* ("Report"); and

WHEREAS, the Report recommends locating the new RRF facility at the intersection of Krome Avenue and US 27, which is commonly referred to as Opa-Locka West Airport ("Opa-Locka West Airport Site"); and

WHEREAS, the Opa-Locka West Airport Site consists of 416 acres of County owned land that is located in the northwest portion of the County's Urban Development Boundary; and

WHEREAS, the Report notes that the County considered the fact that there is a residential community within a half a mile of the existing Doral RRF, which expressed significant opposition to the new RRF being located there; and

WHEREAS, the Opa-Locka West Airport Site the Report recommends is only within approximately a half a mile from residential communities in Broward County and within a mile of the Miramar Sunset Lake Community in Miramar; and

WHEREAS, on September 14, 2023, and December 8, 2023, the City of Miramar delivered two objection letters ("Objection Letters") that were sent from Mayor Wayne M. Messam to the Honorable Oliver G. Gilbert, III, Chairman of the Miami-Dade Board of County Commissioners; and

WHEREAS, the Objection Letters provided Miami-Dade County a detailed statement of the reasons for the City of Miramar's objection to locating a WTE facility at the Opa-Locka West Airport Site, including that:

- (a) the WTE is essentially a mass-burn facility that must not be located in close proximity to hundreds of families and tens of thousands of residents in the City of Miramar; and
- (b) recent studies have concluded that Miami-Dade County's WTE incinerator at the Doral location has long emitted pollutants that are known to cause cancer, respiratory problems, and reproductive health risks; and

- (c) it is virtually impossible to prevent material containing toxic substances from being included in incinerator bound waste streams; and
- (d) it is an environmental threat to locate the WTE facility so close to Everglades National Park and
- (e) there are natural resource considerations that make the Opa-Locka West Airport Site inappropriate for a sprawling industrial waste processing campus with a mass burn incinerator, including but not limited to potentially affecting the habitat of federally protected species under the Endangered Species Act, as well as the presence of regulated wetlands under federal, state, and local law covering the vast majority of the site, which is approximately 377 acres of wetlands out of a total of 416 acres.

WHEREAS, the City of Miramar has engaged The Goldstein Environmental Law Firm ("Goldstein Firm") to oppose the permitting of Miami-Dade County's new WTE facility at the Opa-Locka West Airport location and Goldstein Firm projects that expenditure of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) for those professional services will be required; and

WHEREAS, the Town Council believes that it is in the best interest of the citizens and residents of the Town of Southwest Ranches to object to Miami-Dade County locating a new WTE facility at the Opa-Locka West Airport Site; and support the City of Miramar's efforts.

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

Section 2. The Town Council authorizes the Town Administrator to execute the Interlocal Agreement between the Town and the City of Miramar for Miramar to serve as the lead in opposing the siting of the WTE facility at the Opa-Locka West Airport location (attached as Exhibit "A") and to make a one-time expenditure in the amount of up to Thirty Thousand Dollars and Zero Cents (30,000.00) to contribute to the cost of the legal services required to oppose Miami-Dade County's siting, permitting, and construction of the WTE facility at the Opa-Locka Airport West Site. The Agreement shall be modified to ensure that there is no legal recourse against the Town for its participation in the Interlocal Agreement.

Section 3. The Town of Southwest Ranches hereby strongly urges Broward County and other Broward municipalities to join the City of Miramar's opposition Miami-Dade County locating the WTE facility at the Opa-Locka West Airport Site, and to execute the Interlocal Agreement contributing to the professional services budget to oppose the WTE facility.

Section 4: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Interlocal Agreement and to sign any and all

documents, make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this resolution.

Section 5: The Town Clerk is directed to distribute a copy of this executed Resolution to the City of Miramar.

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

PASSED AND ADOPTED this 27th day of June, 2024 on a motion by _____ and seconded by _____.

Breitkreuz _____
Kuczenski _____
Allbritton _____
Jablonski _____
Hartmann _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.035.2024

**INTERLOCAL AGREEMENT TO OPPOSE
MIAMI-DADE COUNTY’S SITING, CONSTRUCTION,
AND OPERATION OF A SOLID WASTE TO ENERGY
CAMPUS AT THE OPA-LOCKA WEST AIRPORT SITE
LOCATED ADJACENT TO THE MIAMI-DADE BROWARD
COUNTY BOUNDARY
BETWEEN
THE CITY OF MIRAMAR, FLORIDA
AND
_____, FLORIDA**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is entered into as of this _____ day of _____, 2024 (“Effective Date”), by and between the City of Miramar, Florida (“MIRAMAR”) and the _____, Florida (“_____”).

WHEREAS, Waste-to-Energy (“WTE”) refers to treatment technologies that convert waste to electricity, heat, fuel, or other usable materials; and

WHEREAS, even the most advanced technologies cannot avoid the damaging health affects to residents in nearby proximity to WTE facilities because of the release of vast amounts of carcinogenic pollutants, as well as tiny particles of dust that can lead to decreased lung function, irregular heartbeat, heart attaches, cancer, and premature death, as well as contaminating the water, and entering the food chain; and

WHEREAS, on February 12, 2023, a massive fire broke out at the Miami-Dade County Resources Recovery Facility (“RRF”) located in the City of Doral; and

WHEREAS, the fire at the RRF burned continuously for approximately three weeks, essentially destroying the RRF; and

WHEREAS, the resulting dangerous smoke from the fire at the RRF was worsened by the presence of known and unknown pollutants in the air; and

WHEREAS, subsequent air monitoring reports from various sites around the RRF and nearby community showed that the air quality was often at unhealthy levels, with high spikes in particulate matter; and

WHEREAS, on May 3, 2022, the Miami-Dade Board of County Commissioners (“Board”) approved Resolution No. R-432-22 (“Resolution”) that directed the Miami-Dade County Mayor (“Mayor”) to develop and issue a solicitation for a design criteria package for a new WTE plant County at the existing Doral site; and

WHEREAS, in response to the Resolution, Doral residents organized an opposition to rescind the Resolution and to have the new RRF located outside of Doral; and

WHEREAS, on March 27, 2023, the Board approved Resolution No. R-240-23 rescinding the Resolution and directed the Mayor to analyze and recommend siting alternatives for a the new WTE facility; and

WHEREAS, on August 18, 2023, the Mayor issued a report entitled *Report Related to the Development of an Integrated Solid Waste Plan in Miami-Dade County – A Combined Response to Directives 222097, 230509 and 230998* (“Report”); and

WHEREAS, the Report recommends locating the new RRF facility at the intersection of Krome Avenue and US 27, which is commonly referred to as Opa-Locka West Airport (“Opa-Locka West Airport Site”); and

WHEREAS, the Opa-Locka West Airport Site consists of 416 acres of Miami-Dade County-owned land that is in the northwest portion of the County’s Urban Development Boundary; and

WHEREAS, the Report notes that the County considered the fact that there is a residential community within a half a mile of the existing Doral WWF, which expressed significant opposition to the new WWF being located there; and

WHEREAS, the Opa-Locka West Airport Site the Report recommends is only within approximately a half a mile from residential communities in Broward County and within a mile of the Miramar Sunset Lake Community in Miramar; and

WHEREAS, on September 14, 2023, and December 8, 2023, the City of Miramar delivered two objection letters (“Objection Letters”) that were sent from Mayor Wayne M. Messam to the Honorable Oliver G. Gilbert, III, Chairman of the Miami-Dade Board of County Commissioners; and

WHEREAS, the Objection Letters provided Miami-Dade County a detailed statement of the reasons for the City of Miramar’s objection to the locating of the WTE facility at the Opa-Locka West Airport Site, including that:

- (a) the WTE is essentially a mass-burn facility that must not be located in close proximity to hundreds of families and tens of thousands of residents in the City of Miramar; and

(b) recent studies have concluded that Miami-Dade County’s WTE incinerator at the Doral location has long emitted pollutants that are known to cause cancer, respiratory problems, and reproductive health risks; and

(c) it is virtually impossible to prevent material containing toxic substances from being included in incinerator bound waste streams; and

(d) it is an environmental threat to locate the WTE facility so close to Everglades National Park with a mass burn incinerator, including but not limited to potentially affecting the habitat of federally protected species under the Endangered Species Act, as well as the presence of regulated wetlands under federal, state, and local law covering the vast majority of the site, which is approximately 377 acres of wetlands out of a total of 416 acres.

WHEREAS, MIRAMAR and _____ are municipal corporations duly incorporated, validly existing, and in good standing under the law of the State of Florida, with all governmental, corporate, and proprietary powers to enable them to conduct municipal government in the best interests of its residents and perform municipal functions that accord best with their geographic, economic, population, and other factors that influence the needs and development of their communities ;; and

WHEREAS, pursuant to such municipal powers, the City Miramar of has retained the services of The Goldstein Environmental Law Firm, P.A. (“Law Firm”) to oppose Miami-Dade County’s permitting of a WTE incinerator at the Opa-Locka West Airport location; and

WHEREAS, _____ would like to contract with MIRAMAR to lead the _____’s opposition to Miami-Dade County’s permitting of a WTE incinerator at the Opa-Locka West Airport location; and

WHEREAS, the Law Firm specializes in environmental legal matters in Florida and its Managing Partner has practiced exclusively in this area for approximately thirty two (32) years; and

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, as may be amended from time to time, and prior to its effectiveness shall be filed as provided by Section 163.01(11), Florida Statutes.

NOW THEREFORE, in consideration of the foregoing and the mutual benefits to be derived from compliance by the parties with the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The foregoing “WHEREAS” clauses are adopted and incorporated herein.

Section 2. Term. The term of this Agreement shall commence upon execution by the parties and shall continue for a period of _____ thereafter.

Section 3. Opposition to the Waste To Energy Facility. MIRAMAR shall serve as the lead in the parties’ opposition to Miami-Dade County permitting of a WTE incinerator at the Opa-Locka West Airport Site, including contracting with the Law Firm and shall be the party with an attorney client relationship with the Law Firm. MIRAMAR’S responsibilities under this Agreement shall include leading the parties’ objection process, making decisions on advice of counsel, hiring and managing technical experts for legal, administrative, regulatory, and governmental relations advocacy, commissioning technical, scientific, and economic studies, leading any discussions with Miami-Dade County (inclusive of administrative staff, legal counsel, and elected officials) regarding alternative sites for its new WTE incinerator, participating in and filing objections in each of the administrative and regulatory agency permitting processes for filing legal challenges and appeals in state and federal court as may be applicable, coordinating with potential aligned parties, developing and implementing a media strategy, and lobbying elected officials at the local, state, and federal level that have oversight of, or funding authority regarding, the new WTE incinerator.

Section 5. Compensation. In compensation for MIRAMAR serving as the lead in the parties’ opposition to Miami-Dade County’s permitting of a WTE facility at the Opa-Locka West Airport Site, _____ shall make a lump sum payment to MIRAMAR in the amount of \$_____ (_____) within _____ days of execution of this Agreement (the “Payment”).

Section 6. Liability, Indemnification and Sovereign Immunity.

(a) **Liability.** MIRAMAR and _____ shall each be separately liable and responsible for the actions of their respective officers, agents, and employees in the performance of their respective obligations under this Agreement.

(b) **Indemnification.** To the extent permitted by law, MIRAMAR agrees to indemnify _____ and hold it harmless against any and all liability, lost, cost, damage or expense which may accrue to _____ by reason of the negligence or misconduct of MIRAMAR in serving as the lead in the parties' parties' opposition to Miami-Dade County permitting of a WTE facility at the Opa-Locka West Airport Site, subject to the limitations set forth in Section 768.28, Florida Statutes.

(c) **Sovereign Immunity.** MIRAMAR and _____ shall at all times be entitled to the benefits of sovereign immunity as provided in Section 768.28, Florida Statutes, and common law. Nothing contained in this Agreement shall be construed as a waiver of either party's sovereign immunity.

Notices 7. Any delivery of notice required or permitted to be made hereunder may be made by personal delivery, courier, or mailing a copy thereof addressed to the appropriate party as follows:

If to MIRAMAR: Roy L. Virgin, Ph.D., City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025-6577
Telephone: (954) 602-3115

Copy to: Miramar City Attorney,
Austin Pamies Norris Weeks Powell, PLLC
Attn: Norman C. Powell, Esq.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

If to _____

Copy to: _____

Section 8. Default, Termination and Remedies. Failure on the part of either party to comply in any material and substantial respect with any of the provisions or conditions of this Agreement shall be grounds for termination if after written notice of such default and a 60-day period (the "Cure Period"), the defaulting party has failed or refused to cure the noticed noncompliance. Notwithstanding any language herein to the contrary, if _____ fails to make the Payment within the time period specified in Section 5, after written notice from MIRAMAR and the Cure Period, MIRAMAR may terminate this Agreement and the parties shall be relieved of all of their obligations hereunder. Should there be any dispute as to the validity of the grounds for termination, the parties shall negotiate in good faith a resolution of such dispute and failing resolution will submit the dispute to non-binding mediation with a Florida Circuit Court certified mediator with the cost of such mediation divided equally between the parties. If the reasonableness or propriety of the termination is still in dispute thereafter, either party may seek redress in a court of competent jurisdiction.

Section 9. No Waiver. No waiver or breach No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

Section 10. Binding Effect. All of the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors, assigns, and nominees of the parties.

Section 11. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

Section 12. Independent Contractor. MIRAMAR is an independent contractor under this Agreement. Services provided by _____ pursuant to this Agreement shall be subject to the supervision of MIRAMAR. No partnership joint venture, or other joint relationship is created hereby. _____ does not extend to MIRAMAR or MIRAMAR's agents any authority of any kind to bind _____ in any respect whatsoever. MIRAMAR does not

extend to _____ or _____'s agents any authority of any kind to bind MIRAMAR in any respect whatsoever.

Section 13. No Third-Party Beneficiaries. Neither MIRAMAR nor _____ 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 right or claim against either of them based upon this Agreement.

Section 14. Assignment and Performance. Neither this Agreement nor any obligation, right or interest herein shall be assigned, transferred, or encumbered without the written consent of both parties to this Agreement.

Section 15. Survival. All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

Section 16. Joint Preparation. MIRAMAR and _____ acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severally against one of the parties than the other.

Section 17. Headings; Conflict of Provisions. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

Section 18. Governing Law; Venue; Attorney Fees. This Agreement shall be construed, governed, and interpreted according to the laws of the State of Florida. Venue for resolution of any dispute arising under this Agreement shall lie exclusively in Broward County, Florida. The parties shall each bear their own attorney fees and costs in any dispute arising under this Agreement.

Section 19. Entire Agreement; Amendments. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions of this Agreement may be made by the parties only in writing by formal amendment. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Section 20. Force Majeure. Non-performance of either party shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions ("Force Majeure"), provided that the nonconforming Party gives prompt notice of such conditions to the other party and makes all reasonable efforts to perform.

INTERLOCAL AGREEMENT TO OPOSE MIAMI-DADE COUNTY'S PERMITTING OF A WASTE TO ENERGY FACILITY AT THE OPA-LOCKA AIRPORT WEST SITE ADJACENT TO THE MIAMI-DADE BROWARD BOUNDARY SATISFY REUSE SYSTEM OBLIGATION BETWEEN THE CITY OF MIRAMAR, FLORIDA AND _____.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: MIRAMAR, signing by and through its Mayor, duly authorized to execute same. and _____, signing by and through its Mayor, duly authorized to execute same.

SIGNATURES TO FOLLOW

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

May 9, 2024

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor David S. Kuczenski

Debra M. Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 7:03 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Proclamation – World Down Syndrome Day

The Town presented a proclamation that recognized May 9th, 2024 as World Down Syndrome Day in the Town of Southwest Ranches.

4. Presentation - Check Presentation - Wacky Sock Day Fundraiser

On behalf of the Town, Police Civilian Coordinator Cheryl Danner presented a check in the amount of \$200 to the Mary Beth of the Broward Gold Coast Down Syndrome Organization, raised by Town employees during their "Wacky Sock Day Fundraiser". Ms. Danner spoke about partnering with the organization for future events including a health walk in October. Ms. Beth thanked the Town for its donation and described the functions of the Broward Gold Coast Down Syndrome Organization. Vice Mayor Kuczenski donated an additional \$100, and Town resident Jim Laskey added \$200 to the donations.

5. Presentation – CPZ – Southwest Meadows Restroom Facility Update

Heidi Rodriguez of CPZ Architects presented updated renderings of the Southwest Meadows Restroom Facility Project including recommended changes from the Town Council and residents that were suggested at the April 11th Town Council meeting.

6. Presentation – Julio Medina - New Approach to Code Enforcement

Code Enforcement Director Julio Medina presented a plan for a new collaborative approach to the Code Enforcement Department. The proposal included the following changes:

- Changing the name to Code Compliance
- Revising procedures to initiating requests to include attempting to contact the property owner/contractor to provide them with information on the violation and methods to correct the violation before the issuance of a notice of violation
- The Director will pursue Code items consistent with the Town's policy of Reactive versus Proactive enforcement

- Ensuring all complaints are submitted in accordance with State Law regarding anonymous requests
- Enhancing the training of Code Officers by having the Town sponsor the training of officers at annual Florida Association of Code Enforcement (F.A.C.E.), to incentivize Code Officers to seek further training and education
- Working with the Town Planner and the Comprehensive Plan Advisory Board on amending the “Dark Skies” ordinance to ensure proper enforcement

He urged the Town Council and residents to support the new approach to Code Enforcement.

Mayor Breitkreuz thanked Code Enforcement Director Medina for his work on the new approach to the Code Department. He stated that the Town’s philosophy is really for people to comply with the Town Code with minimal enforcement and fines. He said this approach was a step in the right direction and supported the changes.

Council Member Jablonski spoke about attending the Special Magistrate meetings and said that the Code Department tries to give people an ample amount of time and opportunities to come into compliance before being fined. He commended the Code Department on their work and efforts.

Council Member Hartmann asked Code Enforcement Director Medina what specifically the new approach would be and how is it different than the current strategy.

Code Enforcement Director Medina stated that the main difference would be the initial contact with the resident before an issuance of a violation. He said that in most cases, many people do not understand the Code or how to rectify the problem. He stated this new approach would help educate the property owners and make it easier for them to be compliant with the Town Code.

Council Member Allbritton thanked Code Enforcement Director Medina for his work on the new approach to the Code Department. He said it was a wonderful idea that would settle many of the Town’s code issues before they make it to the Special Magistrate Hearing. He thanked Code Enforcement Director Medina and the Code Department Staff for their commitment to the new approach and for their work.

Vice Mayor Kuczenski stated that this approach is more amicable, and it will reduce the number of violations that make it to the Special Magistrate Hearings while still helping keep the Town rural. He said that the new training aspect is imperative as the additional training for Code Officers will only benefit the Town.

Mayor Breitkreuz opened the discussion to public comment with many of the speakers in favor of the new approach.

Mayor Breitreuz stated that he agreed with many of the public comments and said the Code Enforcement Director Medina and the Code Department staff do an amazing job and that their job is one of the toughest in the Town. He said he appreciated the dedication of Code Enforcement Director Medina and the Code Department staff.

7. Public Comment

The following members of the public addressed the Town Council: Mike Rodriguez, John Garate, Maryan Rayo Amador, Mary Michel, Marianne Allen, Richard Ramcharitar, Gloria Murphy, and Debbie Green.

8. Board Reports

Rose Allbritton spoke on behalf of the Rural Public Arts and Design Board. She discussed the Annual Photo Contest for the Town Calendar and said the theme for this year's contest is "Proud of Our Town", with the deadline being September 9th for all photo submissions. She talked about the Halloween House Decorating Contest and said the deadline for registration is October 18th. She also discussed the Arts Board working with the Parks, Recreation, Forestry, and Natural Resources Board on installing new soundproofing panels at the Rolling Oaks Barn and thanked the Board and Staff Liaisons December Lauretano-Haines and Susan Kutz for their hard work.

9. Council Member Comments

Council Member Jablonski spoke about upcoming events within the Town such as Bingo at the Barn on May 11th, the Annual Photo Contest, the Open Play Chess event on May 18th, and Hazmat at the Barn on July 27th.

Council Member Hartmann spoke about the discussion item regarding the impact of glyphosate scheduled for the upcoming May 23rd Town Council Regular Meeting. He said that the discussion will be about alternative methods of weed control instead of using glyphosate and potentially banning Town vendors from using glyphosate around the Town. He updated Town residents on the status of the Town's Public Safety Building. He stated that the original planned property to be purchased was no longer a viable option, so the Town is planning on using a portion of Country Estates Fishing Hole Park for the building. He talked about working with the Town of Davie to ensure that their response times would not be affected by moving the Public Safety building to a different location and thanked Town Administrator Muñiz and Mayor Breitreuz for their hard work on resolving the matter.

Vice Mayor Kuczenski discussed the Annual Photo Contest and reminded residents that even if their photos were not selected to appear in the Town Calendar, they may be published as part of the Town Newsletter or other Town media. He addressed an issue that was spoken about during Public Comment and stated that the Town should investigate establishing a department or committee to protect the agricultural properties in the Town. He provided the traffic citation statistics for the month of April for the Town and stated that mail theft was occurring again. He discussed the benefits of residents installing locking mailboxes at their homes.

Council Member Allbritton discussed school closures occurring in Broward County and said that there may be an estimated 70 schools that may be closing around the County. He spoke about attending the Town of Davie Fire Rescue Awards Ceremony and talked about the awards received by Southwest Ranches Volunteer Firefighters Lieutenant Romeu and Paramedic Vollman. He stated that the Town of Davie Fire Department has one of the highest rated departments in the country. He discussed attending the Broward County Police Benevolent's Association where three police officers were recognized for their actions in rescuing a family. He thanked the Town of Davie Police Department for keeping the Town safe and for everything they do to protect the residents. He said that he will be attending the Broward County and Palm Beach County Water Advisory Board meeting next week, and the Board will be discussing the ten-year program regarding sea levels rising, ground water, and water storage. He discussed his history of being a part of the Town and promised that he, the residents of the Town, Town staff, and the Town Council were doing everything they could to keep the Town rural and unique.

Mayor Breitkreuz discussed the Super Tots Program registration event happening on June 1st and that it was for the youngest residents of the Town. He addressed a statement made during Public Comment and said that there were no funds associated with the Town's Resolution denouncing the Hamas attacks against Israel in 2023. He addressed the agriculture department comment that was brought up during Public Comment and thanked Marianne Allen for discussing the topic. He stated he would like to have the Town Administration research the topic.

Town Administrator Muñiz advised Town Council that the Broward County Property Appraiser's Office visits Town Hall the first Tuesday of each month to assist residents with questions regarding their properties including agricultural classifications for their properties. He said that he spoke to Broward County Property Appraiser Marty Kiar regarding setting up a community event to meet with residents regarding agricultural classifications in the near future.

Mayor Breitkreuz discussed the recent rise in mail thefts and agreed that having locking mailboxes was a good idea boxes but recommended that residents establish a routine to get their mail before dark, as that seems to be when most thefts occur.

10. Legal Comments

Town Attorney Poliakoff provided an update on getting approval from Broward County and the State to build the Public Safety Building at Country Estates Park. He stated that the County was awaiting an opinion from their Bond Council, and once that was approved the Town would bring the matter to the State Agency for approval. He advised the Town Council the P3 property was going through the finalization process and that he and Town Administrator Muñiz would be meeting staff regarding the mitigation of wetlands in a Town Park. He addressed a question brought up during Public Comment and stated that he is happy to speak to residents at any time, but he was not legally allowed to speak to residents that are represented by legal counsel.

11. Administration Comments

Town Administrator Muñiz discussed the funding for the Southwest Meadows Restroom Facility and advised Town Council that there was a projected shortfall of approximately seven hundred thousand dollars (\$700,000). He asked Town Council to reallocate funds to cover the cost with three hundred thousand dollars (\$300,000) coming from unassigned AARPA funds, two hundred thousand dollars (\$200,000) from a FRDAP grant, and two hundred thousand dollars (\$200,000) from unassigned funds. He stated having these funds allocated for the project allowed the Town to begin the bid process for construction of the project.

Mayor Breitkreuz expressed concern that allocating that much money may hinder the bid process and that vendors may bid higher knowing that amount of money is set for the project. He stated that he preferred to keep the unassigned funds from the project unless needed.

Town Administrator Muñiz stated that to move forward with the project he would need a consensus from the Town Council to allocate the funds needed and the Town Council agreed that they would support allocating the monies for the project.

Town Administrator Muñiz advised Town Council that Town staff conducted a Hurricane Training scenario earlier in the day to prepare for hurricane season. He spoke about the "Recycling Right" project the Town and Waste Management are currently working on involving residents affixing decals to their recycling bins showing what can and cannot be recycled in the Town. He talked about receiving a grant for a Comprehensive Vulnerability and Sea Level Rise Assessment in the amount of \$200,000, to develop a plan for future impacts of sea level rise and for future drainage projects.

Resolutions

12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE RESIGNATION OF EUGENE STEINFELD, ESQ., OF EUGENE M. STEINFELD, ATTORNEY AT LAW, PA, AS THE TOWN'S SPECIAL MAGISTRATE; AMENDED APPOINTING MICHAEL GARCIA, ESQ., OF MICHAEL GARCIA, PA, AS THE TOWN'S SPECIAL MAGISTRATE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT WITH MICHAEL GARCIA, PA; AND PROVIDING AN EFFECTIVE DATE.

A motion was made by Council Member Jablonski and seconded by Vice Mayor Kuczenski to approve the item. Town Attorney Poliakoff discussed the reasons for needing a new Special Magistrate and the selection process of the new magistrate, but no vote was taken at the time. Mayor Breitkreuz stated that he would have preferred that Mr. Garcia had attended the meeting to answer questions of the Town Council and suggested that he would like to table the item so the Town Council could address Mr. Garcia directly.

The following motion was made by Mayor Breitkreuz, seconded by Council Member Hartmann, and passed by a 4-1 roll call vote. The vote was as follows: Council Members Allbritton, Hartmann, Vice Mayor Kuczenski, and Mayor Breitkreuz voting yes, and Council Member Jablonski voting no.

MOTION: TO APPROVE TABLE THE ITEM TO THE MAY 23, 2024 TOWN COUNCIL REGULAR MEETING.

Discussion

13. Discussion - Potential Charter Amendments - Council Member Jablonski

a) Shall non-property owners be allowed to hold Town office?

b) Shall candidates for office be required to be current on their SWR property taxes?

Council Member Jablonski introduced the discussion items stating that the two charter amendments would protect the Town now and in the future. He discussed the first charter amendment and said that it was in reference to properties owned by corporations. He said it was too easy to manipulate the registration paperwork and anyone working for the corporation could be designated as the resident, whereas a private owner is listed on the deed. He spoke about the second charter amendment and stated that he did not believe it was ethical for a Council Member to be able to write policies to tax residents while the Council Member was delinquent on their property taxes, which are used to fund the Town's budget. He said he would like Town Attorney Poliakoff to ask the State Attorney's Office or State Elections Office on the matter and report back to the Town Council if it is feasible to pass these charter amendments. He stated that these amendments would not affect the upcoming election but would be for future elections.

Vice Mayor Kuczenski raised the issue that a resident living with their parents and not listed as a property owner would be unable to run for office if this was passed.

Council Member Jablonski stated that this is intended only for properties owned by a corporation.

Council Member Allbritton stated that he would be willing to have the item researched and would agree with the ruling of the Attorney General. He also spoke about people wanting more information on the candidates running for office and advised everyone to do their research and the easiest way to accomplish that was through web searches.

Council Member Hartmann stated he was interested in hearing an Attorney General opinion on the matter because of the difference between a resident and a corporation being listed as the homeowner.

Mayor Breitkreuz stated that he was interested in hearing an opinion from the Attorney General and elements of the amendments made sense to him, but he did not like the timing of the issue.

Mayor Breitkreuz opened the discussion to public comments. The majority of public speakers were against the proposed charter amendments.

Mayor Breitkreuz stated that he was fine with the matter being presented to the State Attorney's Office.

Adjournment

Meeting adjourned at 9:31 p.m.

Respectfully submitted:

Debra M. Ruesga, CMC, Town Clerk

Adopted by the Town Council on this 27th day of June, 2024.

Steve Breitkreuz, Mayor

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