



Southwest Ranches Town Council

REGULAR MEETING

Agenda of ~~October 10, 2024~~

Rescheduled to October 16, 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. Proclamation - Hindu Heritage Month and Festival of Diwali**
- 4. Proclamation - National Hispanic Heritage Month**
- 5. 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.

- 6. Board Reports**
- 7. Council Member Comments**
- 8. Legal Comments**
- 9. Administration Comments**

Ordinance - 1st Reading

- 10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CODE OF ORDINANCES TO CREATE A NEW SECTION OF THE TOWN CODE ENTITLED "MERITLESS CODE COMPLIANCE CALLS"; PROVIDING FOR A SERVICE CHARGE AS A PENALTY FOR MORE THAN THREE MERITLESS CODE COMPLIANCE CALLS; PROVIDING FOR PENALTIES; PROVIDING FOR INCLUSION IN THE TOWN'S CODE OF ORDINANCES;**

**PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE. {Second Reading Scheduled
for October 24, 2024}**

Resolutions

11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 6541 MELALEUCA ROAD, 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.
12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 13100 LURAY ROAD, 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.
13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO BRINDLEE MOUNTAIN FIRE APPARATUS IN THE AMOUNT OF TWO HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED AND NINETEEN DOLLARS AND ZERO CENTS (\$228,319.00) BY PIGGYBACKING OFF OF THE SOURCEWELL CONTRACT #120921-BLE; TO PURCHASE A NEW ATTACK TRUCK FOR THE SOUTHWEST RANCHES VOLUNTEER FIRE RESCUE DEPARTMENT AND PROVIDING FOR AN EFFECTIVE DATE.

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.

PROCLAMATION
Hindu Heritage Month and Festival of Diwali

WHEREAS, Sanatana Dharma, commonly known as Hinduism, is one of the most ancient religions of the world that originated in India; and

WHEREAS, Hinduism is the third largest religion in the world with more than one billion followers worldwide, representing 15% of the global population; and

WHEREAS, approximately four million Hindus call United States as their home, including several thousand in Broward County and its municipalities; and

WHEREAS, the Hindus celebrate numerous festivals throughout the year but many during the months of October or November, culminating in the celebration of Diwali; and

WHEREAS, the Hindus worldwide reverently observe the festival of Diwali, celebrating the victory of good over evil and bringing light in the form of knowledge, serenity, hope and universal well-being; and

WHEREAS, Diwali falls on Friday, November 1st this year, in accordance with the lunar calendar, and brings together families, friends, and communities here in the U.S. and around the globe, promoting goodwill, peace, prosperity and a shared sense of oneness; and

WHEREAS, the U.S. Congress has officially passed unanimous resolutions, recognizing the religious and historical significance of Diwali; and

WHEREAS, Diwali is one of the most celebrated festivals of great significance to the Hindus, Sikhs, Jains, and Buddhists; and

WHEREAS, for Sikhs, Diwali is celebrated as "Bandi Chhor Divas" or the day the sixth Sikh Guru, Guru Hargobind, helped release 52 kings held in captivity by the Mughal Emperor, in an unparalleled testimony of shared sense of oneness; and

WHEREAS, for Jains, Diwali marks the anniversary of the attainment of moksha, or liberation, by Mahavira, the last great teacher of the Jain dharma; and

WHEREAS, for Nevar Buddhists, Diwali is commemorated as the day the great Emperor Ashoka embraced Buddhism as his faith; and

WHEREAS, consistent with the American values, Diwali signifies a special time of peace and serenity with the hope of building bridges of understanding and tearing down barriers of intolerance; and

WHEREAS, the Town of Southwest Ranches has notably benefited from the Indian American and South Asian communities through the great family values they bring along with the commitment to tolerance, pluralism, inclusiveness, environmental consciousness and continued excellence in science, medicine, technology, music, dances, yoga and meditation.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Southwest Ranches, Florida, does hereby recognize the significance of the Hindu Heritage Month and the festival of Diwali with its message of tolerance, compassion and the victory of good over evil which resonates with the American spirit; and

BE IT FURTHER RESOLVED, that the Town of Southwest Ranches, Florida, proudly expresses its deepest respect for Indian Americans and South Asian Americans throughout the world and here in the Town of Southwest Ranches community, and all those who celebrate the Hindu Heritage Month in October and Festival of Diwali on November 1st, 2024 and likewise encourages all the people of the Town of Southwest Ranches, Florida to join us in recognizing the contributions of all Hindus, Sikhs, Jains, and Buddhists active in all aspects of our vibrant economy and civic society.

Dated this 10th day of October 2024

STEVE BREITKREUZ, MAYOR

Proclamation

National Hispanic Heritage Month

WHEREAS, National Hispanic Heritage Month, known as “Mes de Herencia Hispana,” is celebrated nationwide from September 15th through October 15th each year; and

WHEREAS, Hispanics are individuals that speak Spanish and are descendants from Spanish speaking countries, including Spain; Latinos are individuals that are descendants from Latin American countries and may speak a variety of different languages; and

WHEREAS, September 15 is significant because it is the anniversary of independence for Latin American countries Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and 18, respectively; and

WHEREAS, Hispanics comprise nearly half of the population of the Town of Southwest Ranches and play a vital role in our community; and

WHEREAS, the Town of Southwest Ranches recognizes the significant contributions of Hispanic leaders and groups that exist to increase cultural awareness, education, enrichment and community engagement, helping the Town to continue to become more culturally diverse and welcoming for everyone; and

WHEREAS, the Town of Southwest Ranches is committed to recognizing Hispanic/Latino culture and heritage as an important part of its strong, inclusive community;

NOW, THEREFORE, BE IT PROCLAIMED, that the Town Council of the Town of Southwest Ranches does hereby proclaim September 15th - October 15th, as National Hispanic Heritage Month and call its observance to all residents on this the 10th day of October, 2024.

Steve Breitreuz, Mayor

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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. Muñiz, Town Administrator
FROM: Russell C. Muñiz, Town Administrator
DATE: 10/10/2024
SUBJECT: Meritless Code Compliance Complaints

Recommendation

Town Council Consideration to approve the Ordinance on first reading.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

Every resident retains the unbridled ability to contact Code Compliance to report perceived Code violations. Residents sometimes attempt to abuse this right by using Code Compliance to harass their neighbors. Deterring harassing Code Compliance calls will help Code Officers to respond faster to actual violations.

Every time the Town's Code Compliance Department responds to a false code compliance call it hampers their ability to respond to actual violations and true emergencies. Limiting these harassing Code Compliance calls will help to take Code Compliance out of personal matters, yielding residents to stop utilizing Code Compliance as a weapon to resolve personal disputes.

In creating a penalty for meritless Code Compliance calls, the Town can better service the entire community, and the Town finds that the adoption of this Ordinance is in the best interest of the public health, safety, and welfare of its residents.

Fiscal Impact/Analysis

None.

Staff Contact:

Russell C. Muñiz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Business Impact Statement	10/3/2024	Backup Material
Ordinance First Reading - TA Approved	10/4/2024	Ordinance



Town of Southwest Ranches Business Impact Estimate Form

*This Business Impact Estimate Form is provided in accordance with **Section 166.041(4), Florida Statutes** and must be included in the agenda item backup for each proposed ordinance on first reading. A Business Impact Estimate Form must be prepared and posted on the Town's website for each ordinance by the date that the notice of the proposed ordinance is published, regardless of whether the ordinance is exempted under Section A below. This Business Impact Estimate Form may be revised following its initial posting.*

Title of proposed ordinance:

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CODE OF ORDINANCES TO CREATE A NEW SECTION OF THE TOWN CODE ENTITLED "MERITLESS CODE COMPLIANCE CALLS"; PROVIDING FOR A SERVICE CHARGE AS A PENALTY FOR MORE THAN THREE MERITLESS CODE COMPLIANCE CALLS; PROVIDING FOR PENALTIES; PROVIDING FOR INCLUSION IN THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The provisions contained in this Section A constitute exemptions as provided in Section 166.041(4)(c). If one or more boxes are checked in Section A below, a business impact estimate is not required by state law for the proposed ordinance.

Section A

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the Town;
- The proposed ordinance is an emergency ordinance;
- The proposed ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If an exemption in Section A is applicable, then only Section A needs to be completed. If there is no exemption in Section A, Section B must be completed.

Section B This section with the business impact estimate must be completed if the proposed ordinance does not meet any of the exemptions in Section A.

1. A summary of the proposed ordinance which must include a statement of the public purpose (e.g., public health, safety, morals and welfare).

Statement of Public Purpose: To create an ordinance to deter the number of meritless calls to the Code Compliance Department by enacting a penalty system, thereby reducing the use of Code Compliance as a weapon.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

N/A

(b) Any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

N/A

(c) An estimate of the Town's regulatory costs, including an estimate of revenues from any new charges or fees to cover such costs.

If the threshold for meritless Code Compliance calls is surpassed by an individual, the Town will impose a \$250.00 service charge as a penalty thereafter per calendar year.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information/methodology for preparation, if any:

N/A

ORDINANCE NO. 2025 - _____

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE CODE OF ORDINANCES TO CREATE A NEW SECTION OF THE TOWN CODE ENTITLED "MERITLESS CODE COMPLIANCE CALLS"; PROVIDING FOR A SERVICE CHARGE AS A PENALTY FOR MORE THAN THREE MERITLESS CODE COMPLIANCE CALLS; PROVIDING FOR PENALTIES; PROVIDING FOR INCLUSION IN THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. {Second Reading Scheduled for October 24, 2024}

WHEREAS, every resident retains the unbridled ability to contact Code Compliance to report perceived Code violations; and

WHEREAS, residents sometimes attempt to abuse this right by using Code Compliance to harass their neighbors; and

WHEREAS, deterring harassing Code Compliance calls will help Code Officers to respond faster to actual violations; and

WHEREAS, every time the Town's Code Compliance Department responds to a false code compliance call it hampers their ability to respond to actual violations and true emergencies; and

WHEREAS, limiting these harassing Code Compliance calls will help to take Code Compliance out of personal matters; and

WHEREAS, yielding residents to stop utilizing Code Compliance as a weapon to resolve personal disputes; and

WHEREAS, in creating a penalty for meritless Code Compliance calls, the Town can better service the entire community; and

WHEREAS, the Town finds that the adoption of this Ordinance is in the best interest of the public health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, THAT:

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 Ordinance upon adoption hereof.

Section 2. That a Chapter entitled "Meritless Code Compliance Calls", of the Code of the Town of Southwest Ranches, Florida is hereby created to read as follows:

1. Meritless Code Compliance Calls: It shall be a violation of the Town's Code to utilize the Town's Code Compliance Department as a weapon to harass a property owner in the Town. Any individual who lodges more than three meritless Code Compliance calls against the same property owner within a calendar year shall be required to pay a service charge.
2. For purposes of this Chapter, a "Meritless Code Compliance Call" shall be defined as a registered complaint aimed at a specific property or property owner(s) that is found by the Code Officer to have no validity. A registered complaint that is found to have merit by the Code Officer shall not be deemed to be a meritless Code Compliance call.

3. It is hereby found and determined that any meritless Code Compliance calls in excess of three within a calendar year, made by the same complainant or a complainant that resides within the same household, which relate to the same property or property owner(s), shall be deemed to be a public nuisance, and an excessive burden on the Town. Should meritless code compliance calls require the Town to respond in excess of three meritless calls, the complainant shall be charged a service charge as a penalty in the amount of \$250 for every subsequent meritless call occurring within the calendar year. The Town finds that meritless Code Compliance calls are a violation that is irreparable or irreversible in nature, and as such the Town's Special Magistrate may assess a fine greater than set forth herein, on its own volition, or if requested by the Town. Such violation shall be cited and enforced in accordance with the Town's Code Compliance Procedures.

Section 3. Inclusion. It is the intention of the Town Council that the provisions of this Ordinance become and be made a part of the Code of the Town of Southwest Ranches, and the sections of the Code may be renumbered to accomplish such intention.

Section 4. Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such

unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 6. Effective Date.

That this Ordinance shall take effect immediately upon adoption.

PASSED ON FIRST READING this ___ day of October, 2024 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ___ day of October, 2024 on a motion made by _____ and seconded by _____.

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

Steve Breitkruez, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.073.2024



Town of Southwest Ranches
13400 Griffin Road
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33330-2628
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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: 10/10/2024
SUBJECT: 6541 Melaleuca Road 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

Lisa and Robert Lewin (“Owner”) are the owners of a property lying within the Town of Southwest Ranches at 6541 Melaleuca Road. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Cooper City, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Cooper City providing water services to 6541 Melaleuca Road, 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	10/3/2024	Resolution
Agreement	9/23/2024	Agreement

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 6541 MELALEUCA ROAD, 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, Lisa and Robert Lewin ("Owner"), have 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 6541 Melaleuca Road, 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, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.071.2024

WATER AND SEWER SERVICE AGREEMENT
FOR INDIVIDUAL OR COMMERCIAL CUSTOMER

(Residential - Outside the City)

FOR: Lisa & Robert Lewin
(NAME OF OWNER)

LOCATION: 6541 MELALEUCA RD 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 _____, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and _____, an individual/ or commercial customer with a property address of _____, 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 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)

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

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

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:

Robert Lewin
16900 BERKSHIRE COURT,
SOUTHWEST RANCHES FL 33331

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

CITY ATTORNEY

DATE: _____

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

ATTEST:

BY: [Signature]

TITLE: Robert Lewin owner

CITY CLERK

DATE: 9/18/24

Approved as to legal form:

CITY ATTORNEY

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

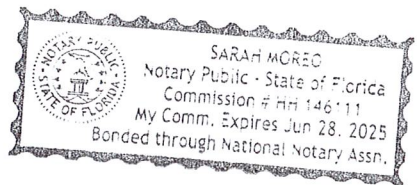
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of Sept, 2024, by Robert Lewin (individual/ or business entity name), as OWNER for said PROPERTY. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal, this 18 day of September, 2024.

[Signature]

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



(00509773.3 3451-0000000)

Revised 04/22

THE TOWN OF SOUTHWEST RANCHES

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

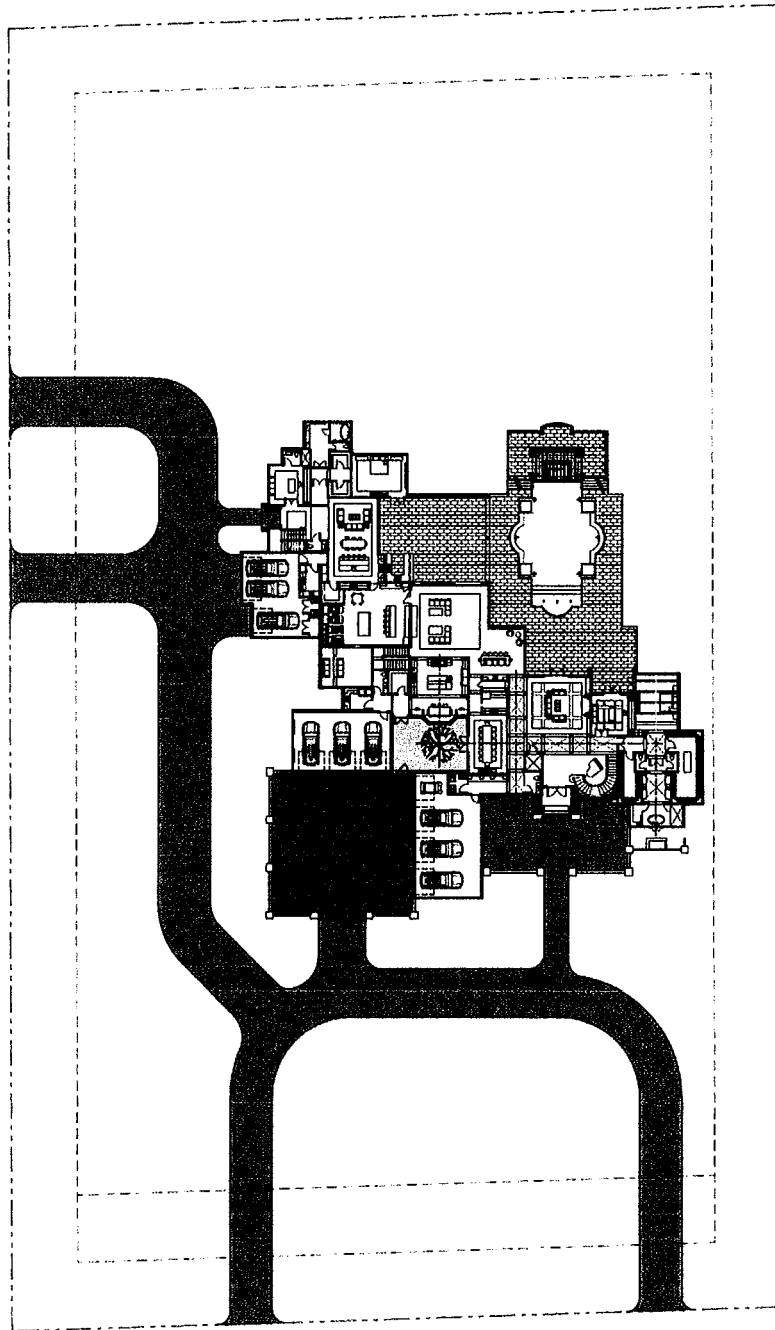
My commission expires:

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EXHIBIT A

THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF TRACT 24, TOGETHER WITH THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF TRACT 23, LESS THE WEST 132 FEET THEREOF IN SECTION 2, TOWNSHIP 51 SOUTH, RANGE 40 EAST OF THE "EVERGLADES SUGAR & LAND CO. SUBDIVISION" AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE EAST 40.00 FEET THEREOF AND LESS THAT PORTION THEREOF LYING WITHIN 40.00 FEET OF THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 2. SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, AND BEING THAT PORTION OR SAID TRACTS 23 AND 24 LYING WITHIN THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 2, LESS THE WEST 132 FEET THEREOF, LESS THE SOUTH 40 FEET THEREOF AND LESS THE EAST 40 FEET THEREOF.

EXHIBIT B





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: 10/10/2024
SUBJECT: 13100 Luray Road 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

Lisa and Robert Lewin (“Owner”) are the owners of a property lying within the Town of Southwest Ranches at 13100 Luray Road. The Owner is desirous of obtaining water services for the property; however, water services are not available from the Town of Southwest Ranches. The City of Cooper City, a neighboring municipality, has water services and is willing to provide said services to the Owner.

The proposed Resolution states no objection to the City of Cooper City providing water services to 13100 Luray Road, 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	10/3/2024	Resolution
Agreement	9/23/2024	Agreement

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 13100 LURAY ROAD, 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, Lisa and Robert Lewin ("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 13100 Luray Road, 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, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.072.2024

11

WATER AND SEWER SERVICE AGREEMENT
FOR INDIVIDUAL OR COMMERCIAL CUSTOMER

(Residential - Outside the City)

FOR: Lisa & Robert Lewin
(NAME OF OWNER)

LOCATION: 13100 LURAY ROAD, 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 _____, a municipal corporation of the State of Florida, hereinafter referred to as the "TOWN," and _____, an individual/ or commercial customer with a property address of _____, 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 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)

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

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

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:

Robert Lewin
16900 BERKSHIRE COURT,
SOUTHWEST RANCHES FL 33331

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

CITY CLERK

DATE: _____

Approved as to legal form:

BY: _____
CITY MANAGER

CITY ATTORNEY

DATE: _____

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]

ATTEST:

TITLE: Robert Lewin owner

CITY CLERK

DATE: 9/18/24

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 18 day of Sept., 2024, by Robert Lewin (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 18 day of September, 2024.

[Signature]

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:



(00509773.3 3451-0000000)

Revised 04/22

THE TOWN OF SOUTHWEST RANCHES

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

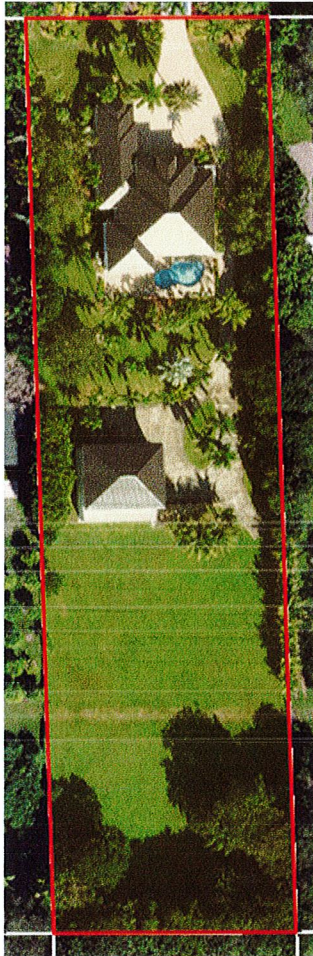
My commission expires:

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EXHIBIT A

THE EAST ONE-HALF (1/2) OF THE NORTH ONE-HALF (1/2) OF TRACT 42, LESS THE NORTH 40 FEET THEREOF FOR ROAD RIGHT-OF-WAY, SECTION 2, TOWNSHIP 5' SOUTH, RANGE 40 EAST, EVERGLADES SUGAR & LAND CO. SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA; SAID LANDS NOW SITUATION, LYING AND BEING IN BROWARD COUNTY, FLORIDA

EXHIBIT B





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. Muñiz, Town Administrator
FROM: Russell C. Muñiz, Town Administrator
DATE: 10/10/2024
SUBJECT: SWRVFD Attack Truck Purchase

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
- C. Reliable Public Safety

Background

The Southwest Ranches Volunteer Fire Rescue Department (SWRVFD) maintains four vehicles in its fleet, two of them being ceremonial (Big Red and Little Red), and two being operational (Engine 82 and Attack 82). Of the two operational vehicles, the attack truck is the oldest (2002) and least reliable and due to it having a manual transmission it is not able to be operated by all SWRVFRD personnel.

The Town Council, serving as the SWRVFRD Board of Directors, authorized the Town Administrator to purchase a used attack truck to replace the current Attack 82 vehicle if found within Fiscal Year 2024 in an amount not to exceed \$230,000 and if one could not be found within Fiscal Year 2024 authorized him to purchase a replacement attack truck in an amount

not to exceed \$260,000. After diligent searches by SWRVFRD Chief Bennett, a vehicle brokered by Brindlee Mountain Fire Apparatus was identified that meets the needs of the SWRVFRD.

Fiscal Impact/Analysis

The Town Council desires to issue a purchase order in the amount of two hundred twenty-eight thousand three hundred and nineteen dollars and zero cents (\$228,319.00) to Brindlee Mountain Fire Apparatus based upon the sales agreement attached hereto as Exhibit "A".

In anticipation of the need to replace the current attack truck the Town has been budgeting annually since 2019 within the "Contingency – VFD Fire App Replacement" account (001-3200-522-99100) for a total contingency amount at Fiscal Year 2024 end of \$230,500 which provides sufficient funding to facilitate this acquisition.

Staff Contact:

Russell C. Muñoz, Town Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	10/4/2024	Resolution
Brindlee Agreement	10/4/2024	Exhibit

RESOLUTION NO. 2025-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO BRINDLEE MOUNTAIN FIRE APPARATUS IN THE AMOUNT OF TWO HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED AND NINETEEN DOLLARS AND ZERO CENTS (\$228,319.00) BY PIGGYBACKING OFF OF THE SOURCEWELL CONTRACT #120921-BLE; TO PURCHASE A NEW ATTACK TRUCK FOR THE SOUTHWEST RANCHES VOLUNTEER FIRE RESCUE DEPARTMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southwest Ranches Volunteer Fire Rescue Department (SWRVFD) maintains four vehicles in its fleet, two of them being ceremonial (Big Red and Little Red), and two being operational (Engine 82 and Attack 82); and

WHEREAS, of the two operational vehicles, the attack truck is the oldest (2002) and least reliable and due to it having a manual transmission it is not able to be operated by all SWRVFRD personnel; and

WHEREAS, the Town Council, serving as the SWRVFRD Board of Directors, authorized the Town Administrator to purchase a used attack truck to replace the current Attack 82 vehicle if found within Fiscal Year 2024 in an amount not to exceed \$230,000 and if one could not be found within Fiscal Year 2024 authorized him to purchase a replacement attack truck in an amount not to exceed \$260,000; and

WHEREAS, after diligent searches by SWRVFRD Chief Bennett a vehicle brokered by Brindlee Mountain Fire Apparatus was identified that meets the needs of the SWRVFRD; and

WHEREAS, the Town Council desires to issue a purchase order in the amount of two hundred twenty-eight thousand three hundred and nineteen dollars and zero cents (\$228,319.00) to Brindlee Mountain Fire Apparatus based upon the sales agreement attached hereto as Exhibit "A"; and

WHEREAS, in anticipation of the need to replace the current attack truck the Town has been budgeting annually since 2019 within the "Contingency – VFD Fire App Replacement" account (001-3200-522-99100) for a total contingency amount at Fiscal Year 2024 end of \$230,500 which provides sufficient funding to facilitate this acquisition.

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. AUTHORIZATION. The Town Council hereby authorizes the issuance of a purchase order in the amount of two hundred twenty-eight thousand three hundred and nineteen dollars and zero cents (\$228,319.00) to Brindlee Mountain Fire Apparatus to purchase one 2024 Rebel Strike / Dodge 4x4 Brush Truck (Attack Truck); and

SECTION 3. AGREEMENTS. The Mayor, Town Administrator, and Town Attorney are hereby directed to enter into such agreements, and to make any such changes necessary and proper 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 10th day of October, 2024, on a motion by _____ and seconded by _____.

[Signatures on Next Page]

Breitkreuz _____
Kuczenski _____
Allbritton _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

ATTEST:

Steve Breitkreuz, Mayor

Debra Ruesga, Town Clerk

Approved as to legal Form and Correctness

Keith M. Poliakoff, Esq., Town Attorney
1001.076.2024

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BRINDLEE



MOUNTAIN

FIRE APPARATUS

Sales Agreement

Brindlee Mountain Fire Apparatus (Seller) hereby agrees to sell one 2024 Rebel Strike / Dodge 4x4 Brush Truck (Apparatus) to Southwest Ranches Volunteer Fire Rescue Department, FL (Buyer) for the sum of \$228,319.00 (Two-Hundred Twenty-Eight Thousand Three Hundred Nineteen Dollars and no cents).

Apparatus: 2024 Rebel Strike / Dodge 4x4 Brush Truck, Stock #18389

Buyer Info: Southwest Ranches Volunteer Fire Rescue Department, 17220 Griffin Rd, Southwest Ranches, FL 33331

Seller Info: Brindlee Mountain Fire Apparatus, 15410 Highway 231, Union Grove, AL 35175

Terms and Conditions of Sale:

(1) Services Included: Seller will complete all items listed on the attached Addendum.

(2) Warranty: In addition to the warranties provided by Rebel Strike and the associated components (i.e. Dodge), the following warranty is included: Apparatus will have a one (1) year warranty beginning with date of pick up. Warranty will cover any single component repair due to catastrophic failure in which the cost exceeds \$3,000.00 (Three Thousand Dollars and no cents) unless repairs are due to operator error, equipment misuse, or substandard maintenance. Apparatus must be maintained to manufacturer's recommended standards or warranty is voided. Total warranty costs paid by Seller to Buyer in the one (1) year warranty period shall not exceed \$12,000.00 (Twelve Thousand dollars and no cents). Apparatus components are engine, transmission, pump, electrical system, axles, and body structure.

(3) Payment and Title: Buyer will submit a 25% down payment of the sales price at the execution of this sales agreement. Buyer will make payment in full to Seller prior to the release of Apparatus for pick up or delivery. Seller will provide title free of lien to Buyer following receipt of payment.

(4) FOB Seller, Freight Prepaid: Buyer assumes the responsibility of the Apparatus upon pick up by carrier or other designated representative. Seller is responsible for all freight charges. Included delivery fee:


(5) Jurisdiction: This contract shall be governed by, construed, and enforced in accordance with the laws of Florida. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Broward County, Florida.

(6) Buying Cooperative Purchase: Apparatus is being purchased through the use of a buying cooperative known as Sourcewell. This cooperative ensures competitive pricing, including guaranteed discounts, are provided to the Buyer. Sourcewell Contract #: 120921-BLE

This agreement is valid for execution by October 15, 2024.

Sales Representative
Brindlee Mountain Fire Apparatus

Date



Authorized Representative
BUYER



Date

Revised: 02/24/2022



Addendum to September 30, 2024 Sales Agreement

Addendum for the contract between Brindlee Mountain Fire Apparatus (Seller) and Southwest Ranches Volunteer Fire Rescue Department, FL (Buyer). This addendum names the specific items to be completed on the Apparatus (Stock #18389) by the Seller.

1. Apparatus to meet the requirements noted in the Rebel Strike Proposal provided to Buyer.
2. Full chassis service of all fluids and filters.
3. Install two telescoping scene lights, per department specifications.
4. Remove Factory Seats and install a SCBA seat replacing the captans seat and two rear saets rear seats will be installed with a new mount made to fit in the avalible space. Included upgrade amount: \$9412
5. Install two bottle holders in the rear of the cab located in the middle of the rear seats and Fab two bottle holders under the rear bed located behind the rear wheels. Holders will have door and will be sealed with gaskit materal. Included upgrade amount: \$3458
6. Fab a new hose bed over the top of the water tank to accomidate 400' of 2.5" hose and 200' of 2" hose the hose bed will have a accomidation to open under the hose to access the spare tire. Included upgrade amount: \$10,049
7. Delivery fee to SWR Volunteer Fire Rescue Department - \$5,400

Revised: 02/24/2022