



# Southwest Ranches Town Council

## REGULAR MEETING Agenda of March 27, 2025

Southwest Ranches Council Chambers  
7:00 PM Thursday

13400 Griffin Road  
Southwest Ranches, FL 33330

<b>Mayor</b> Steve Breitkreuz	<b>Town Council</b> Jim Allbritton Gary Jablonski	<b>Town Administrator</b> Russell C. Muniz, MBA, MPA	<b>Town Attorney</b> Keith M. Poliakoff, J.D.
<b>Vice Mayor</b> Bob Hartmann	David S. Kuczenski, Esq.	<b>Town Financial Administrator</b> Emil C. Lopez, CPM	<b>Town Clerk</b> 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 - Child Abuse Prevention Month - April**
4. **Town Council Acceptance of the Annual Comprehensive Financial Report for Fiscal Year Ended September 30, 2024.**
5. **Sheridan Street Widening Project - Richard Tornese, P.E., Broward County Highway Construction & Engineering Division**
6. **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.

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

**Resolutions**

11. **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ASSIGNING THE TOWN'S PLANNING, ZONING AND LAND USE SERVICES TO COMPLETE**

**CITIES PLANNING GROUP FROM TRANSYSTEMS CORPORATION  
D/B/A TRANSYSTEMS CORPORATION CONSULTANTS;  
AUTHORIZING THE MAYOR, THE TOWN ADMINISTRATOR AND THE  
TOWN ATTORNEY TO EXECUTE AN ASSIGNMENT, IF NECESSARY;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**Discussion**

**12. Discussion of RR-A Zoning Category - Council Member Kuczenski Added Item**

**13. Approval of Minutes**

**a. January 23, 2025 Regular Meeting Minutes**

**b. January 29, 2025 Special 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.

**PROCLAMATION  
CHILD ABUSE PREVENTION MONTH IN FLORIDA**

**WHEREAS**, Florida’s bright future depends on the healthy development and well-being of its children; and

**WHEREAS**, adverse childhood experiences, including the abuse and neglect of children, can have severe and long-lasting consequences for children, families, and society as a whole; and

**WHEREAS**, every child has the right to a safe, healthy, and happy childhood, where they are supported in achieving their educational and developmental milestones; and

**WHEREAS**, research demonstrates that parents and caregivers who have strong support systems and access to resources are more resilient and better equipped to provide safe, nurturing environments for their children; and

**WHEREAS**, it is essential for individuals, schools, community organizations, and local governments to prioritize children and take action to support their physical, social, emotional, and educational development; and

**WHEREAS**, the Children’s Services Council of Broward County is committed to supporting families by funding Family Support Programs designed to reduce the incidence and impact of child abuse, neglect, and trauma. These programs stabilize families in crisis, promote positive parenting strategies, prevent out-of-home placements, and reduce involvement in the dependency system; and

**WHEREAS**, Broward AWARE!, a countywide campaign led by the Children’s Services Council and its partners, aims to raise awareness of child abuse prevention by promoting healthy child development, positive parenting practices, and community engagement; and

**WHEREAS**, Child Abuse Prevention Month provides an important opportunity to encourage all Floridians to participate in activities that strengthen families and communities, creating environments where children can thrive.

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Town Council of the Town of Southwest Ranches, Florida do hereby proclaim April 2025 as Child Abuse Prevention Month and encourage all residents to join in efforts to support the well-being of children and families.

Dated this 27th day of March, 2025

\_\_\_\_\_  
**STEVE BREITKREUZ, 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 Breitreuz, Mayor**  
**Bob Hartmann, Vice Mayor**  
**Jim Allbritton, Council Member**  
**Gary Jablonski, Council Member**  
**David S. Kuczenski, Esq., 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 Breitreuz and Town Council  
**VIA:** Russell Muniz, Town Administrator  
**FROM:** Kathryn Sims, Deputy Town Administrator  
**DATE:** 3/27/2025  
**SUBJECT:** Resolution assigning an agreement with TranSystems Corporation to Complete Cities Planning Group for the Town's planning, zoning, and land use services

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#### **Recommendation**

Town Council consideration for a motion to approve the resolution.

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

No

#### **Strategic Priorities**

A. Sound Governance

#### **Background**

On April 12, 2001 the Town Council selected Michele Mellgren and Associates, Inc., which later changed its name to The Mellgren Planning Group Inc. for Planning, Zoning and Land Use Services for the Town. The Mellgren Planning Group Inc. sold its assets to SEPI Engineering & Construction, Inc., on July 13, 2020, and subsequently, on August 13, 2020, the Town Council transferred the Town's planning, zoning, and land use services to SEPI Engineering & Construction, Inc.

On April 28, 2022, the Town approved the first amendment to the agreement with SEPI Engineering & Construction, Inc. increasing the hourly rates and extending the term of the agreement to expire on September 30, 2026. On September 20, 2022, SEPI Engineering & Construction, Inc. sold substantially all its assets to TranSystems Corporation Consultants, and subsequently, on January 26, 2023, the Town Council transferred the Town's planning, zoning, and land use services to TranSystems Corporation Consultants, but made it clear in its Resolution that its planning, zoning, and land use

services, would be handled by Jeff Katims.

Jeff Katims has since left TranSystems and is now the principal owner of Complete Cities Planning Group and continues to provide services to the Town through the same agreement. Complete Cities Planning Group assists the Town, on an hourly basis, to provide planning, zoning, and land use services, including the processing of all land use and zoning public hearing items, as well as special projects for the Town.

Approving this resolution confirms the approval of the assignment of its planning, zoning and land use services from TranSystems Corporation d/b/a TranSystems Corporation Consultants to Complete Cities Planning Group, through the same agreement that is set to expire on September 30, 2026.

**Fiscal Impact/Analysis**

Planning, zoning, and land use services are currently budgeted per the subject agreement.

**Staff Contact:**

Russell Muniz, Town Administrator, MBA, MPA, ICMA-CM  
Kathryn Sims, Deputy Town Administrator

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution - TA Approved	3/20/2025	Resolution
Consent to Assignment Agreement	3/20/2025	Agreement
Exhibit "A"	3/20/2025	Exhibit

## **RESOLUTION 2025-XXX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ASSIGNING THE TOWN'S PLANNING, ZONING AND LAND USE SERVICES TO COMPLETE CITIES PLANNING GROUP FROM TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS; AUTHORIZING THE MAYOR, THE TOWN ADMINISTRATOR AND THE TOWN ATTORNEY TO EXECUTE AN ASSIGNMENT, IF NECESSARY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 8, 2001, the Town Council authorized the issuance of a Request for Proposals (RFP) for Planning, Zoning and Land Use Services; and

**WHEREAS**, on April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc., which later changed its name to The Mellgren Planning Group Inc.; and

**WHEREAS**, on July 13, 2020, The Mellgren Planning Group Inc. sold its assets to SEPI Engineering & Construction, Inc., a North Carolina professional corporation; and

**WHEREAS**, on August 13, 2020, pursuant to Resolution 2020-049, the Town Council transferred the Town's planning, zoning, and land use services to SEPI Engineering & Construction, Inc.; and

**WHEREAS**, on April 28, 2022, pursuant to Resolution 2022-058, the Town approved the first amendment to the agreement with SEPI Engineering & Construction, Inc. increasing the hourly rates and extending the term of the agreement to expire on September 30, 2026; and

**WHEREAS**, on September 20, 2022, SEPI Engineering & Construction, Inc. sold substantially all its assets to TranSystems Corporation Consultants; and

**WHEREAS**, on January 26, 2023, the Town Council transferred the Town's planning, zoning, and land use services to TranSystems Corporation Consultants, but made it clear in its Resolution that its planning, zoning, and land use services, would be handled by Jeff Katims; and

**WHEREAS**, Jeff Katim's has left TranSystems and is now the principal owner of Complete Cities Planning Group and has offered to continue to provide services to the Town through the same agreement; and

**WHEREAS,** Complete Cities Planning Group assists the Town, on an hourly basis, to provide planning, zoning, and land use services, as necessary, and serves at the discretion of the Town; and

**WHEREAS,** Complete Cities Planning Group processes all land use and zoning public hearing items, as well as special projects for the Town; and

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

**Section 1:** The above-referenced recitals are true and correct and are incorporated herein by this reference.

**Section 2:** The Town Council hereby confirms the approval of the assignment of its planning, zoning and land use services from TranSystems Corporation d/b/a TranSystems Corporation Consultants to Complete Cities Planning Group, through the same agreement that is set to expire on September 30, 2026.

**Section 3.** The Town Council hereby authorizes the Mayor, the Town Administrator and the Town Attorney to execute an assignment, if necessary.

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

**[Signatures on Following Page]**



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

Ranches, Florida, this 27<sup>th</sup> day of March, 2025 on a motion by

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

Breitkreuz \_\_\_\_\_

Ayes \_\_\_\_\_

Hartmann \_\_\_\_\_

Nays \_\_\_\_\_

Allbritton \_\_\_\_\_

Absent \_\_\_\_\_

Jablonski \_\_\_\_\_

Abstaining \_\_\_\_\_

Kuczenski \_\_\_\_\_

\_\_\_\_\_  
Steve Breitkreuz, Mayor

ATTEST:

\_\_\_\_\_  
Debra M. Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Keith M. Poliakoff, J.D., Town Attorney  
1001.012.2025

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**CONSENT TO ASSIGNMENT  
OF THE AGREEMENT BETWEEN  
THE TOWN OF SOUTHWEST RANCHES AND  
TRANSYSTEMS CORPORATION d/b/a  
TRANSYSTEMS CORPORATION CONSULTANTS**

THIS CONSENT TO ASSIGNMENT (this “Assignment”) executed this \_\_\_ day of February, 2025, is made a part of the original Agreement between the parties dated August 13, 2020, and all amendments thereto (“the Agreement”), attached hereto as Attachment “A”, by and among **TranSystems Corporation d/b/a TranSystems Corporation Consultants**, whose Federal Identification No. is 43-0839725 (“TranSystems”), **Complete Cities Planning Group, LLC**, whose Federal Identification No. is 93-4386927 (“Complete Cities”) and the **Town of Southwest Ranches** (“Town”), for the purposes of memorializing the consent of Town to the assignment by TranSystems to Complete Cities of all of TranSystems’ right, title and Town in and to, and the assumption by Complete Cities from TranSystems of all obligations of TranSystems under the Agreement (“Assignment”). Terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

**RECITALS**

**WHEREAS**, TranSystems and Town are parties to the Agreement, pursuant to which TranSystems provides certain services as a contractor to Town thereunder; and

**WHEREAS**, TranSystems will no longer provide urban planning services and has proposed to assign the Agreement to TranSystems, subject to Town’s consent; and

**WHEREAS**, TranSystems will cease to be a party to the Agreement and Complete Cities will become a party to the Agreement, on the same terms and conditions prior to the Assignment. Town will not experience any change in the services provided as a result of the Assignment. There will be no changes in the project management team or project staff providing services under existing Agreement as a result of the Assignment;

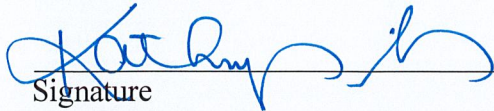
**NOW, THEREFORE**, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **CONSENT**. Town hereby consents to the Assignment by TranSystems of all of its right, title and interest in and to the Agreement and the assumption by Complete Cities of all of the obligations of TranSystems under the Agreement arising from and after the date hereof.
2. **PAYMENT**. All monies due under the Agreement with respect to services performed after December 22 2023 shall be paid to Complete Cities.
3. **OTHER PROVISIONS REMAIN IN EFFECT**. Except as specifically modified herein, all terms and conditions of the original Agreement between the parties dated August 13, 2020, as amended, shall remain in full force and effect.

4. **CONFLICTING PROVISIONS.** The terms, statements, requirements, and provisions contained in this Assignment shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement, or provision contained in any other document or attachment, including but not limited to Attachment "A."

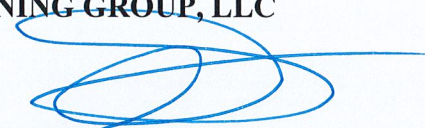
IN WITNESS WHEREOF, the parties hereto have executed this document as of the date mentioned above.

WITNESS:


  
Signature

Kathryn Sims  
Print Name

**COMPLETE CITIES  
PLANNING GROUP, LLC**

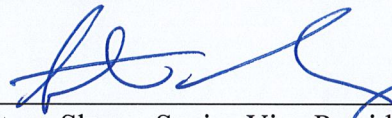
BY:   
Jeff Katims

WITNESS:

  
Signature

DONNA A. WESTON  
Print Name

**TRANSYSTEMS CORPORATION d/b/a  
TRANSYSTEMS CORPORATION  
CONSULTANTS**

BY:   
Steve Shaup, Senior Vice President

ATTEST:

BY: \_\_\_\_\_  
Debra M. Ruesga, CMC, Town Clerk

**TOWN OF SOUTHWEST RANCHES**

BY: \_\_\_\_\_  
Russell Muniz, Town Administrator

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
Keith Poliakoff, Town Attorney

**Attachment "A"**

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**RESOLUTION 2020 – 049**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA TRANSFERRING THE TOWN'S PLANNING, ZONING AND LAND USE SERVICES TO SEPI ENGINEERING & CONSTRUCTION AS A RESULT OF ITS ACQUISITION OF THE MELLGREN PLANNING GROUP, INC.; EXTENDING THE AGREEMENT FOR AN ADDITIONAL THREE (3) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO A NEW AGREEMENT WITH SEPI ENGINEERING AND CONSTRUCTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 8, 2001, the Town Council authorized the issuance of a Request for Proposals (RFP) for Planning, Zoning and Land Use Services; and

**WHEREAS**, on April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc., which later changed its name to The Mellgren Planning Group Inc.; and

**WHEREAS**, on September 15, 2015, pursuant to Resolution 2014-053, the Town entered into a new agreement with the Mellgren Planning Group, Inc.; and

**WHEREAS**, on July 13, 2017, pursuant to Resolution 2017-050, the Town approved the first modification to the agreement and extended the term for three (3) years; and

**WHEREAS**, the Agreement is set to expire on September 30, 2020; and

**WHEREAS**, on July 13, 2020, The Mellgren Planning Group Inc. sold substantially all its assets to SEPI Engineering & Construction, Inc., a North Carolina professional corporation; and

**WHEREAS**, SEPI Engineering & Construction has retained all current The Mellgren Planning Group employees and will continue operations and client service levels consistent with the pre-transaction terms; and

**WHEREAS**, both parties are desirous of entering into a new Agreement with the new corporation and extending the the current term for an additional three (3) years.

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

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

**Section 2.** The Town Council hereby approves the transfer of its planning, zoning, and land use services from The Mellgren Planning Group, Inc. to SEPI Engineering & Construction, approves a new Agreement with SEPI Engineering & Construction, and extends the expiring term for an additional three (3) year term.

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

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

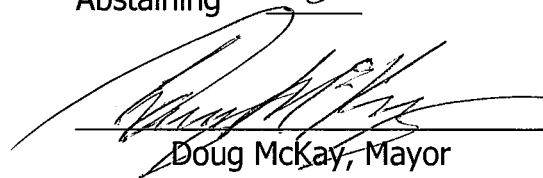
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 13<sup>th</sup> day of August, 2020 on a motion by

C/m Jablonski and seconded by C/m Hartmann.

McKay	<u>yes</u>
Schroeder	<u>yes</u>
Amundson	<u>yes</u>
Hartmann	<u>yes</u>
Jablonski	<u>yes</u>

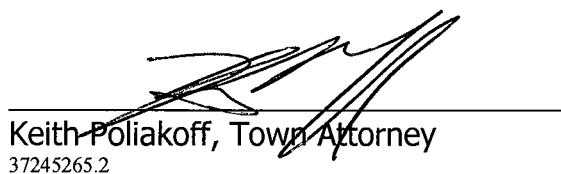
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

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

Attest:

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

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
37245265.2



**Contract Between**

**Town of Southwest Ranches**

**and**

**SEPI Engineering & Construction, Inc.**

**For**

**Planning, Zoning, and Land Use  
Services**

## CONTRACT

THIS CONTRACT is entered into by and between the TOWN OF SOUTHWEST RANCHES (TOWN), a municipal corporation of the State of Florida, and SEPI ENGINEERING & CONSTRUCTION, INC. (CONTRACTOR) a North Carolina corporation authorized to do business in the State of Florida, as follows:

### WITNESSETH:

**WHEREAS**, on March 8, 2001, the Town Council authorized the issuance of a Request for Proposals (RFP) for Planning, Zoning and Land Use Services; and

**WHEREAS**, pursuant to the RFP received on March 30, 2001 (the RFP) the TOWN accepted competitive proposals for Planning, Zoning and Land Use Services (the Services); and

**WHEREAS**, on April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc., which later changed its name to The Mellgren Planning Group Inc.; and

**WHEREAS**, on September 15, 2015, pursuant to Resolution 2014-053, the Town entered into a new agreement with the Mellgren Planning Group Inc.; and

**WHEREAS**, on July 13, 2017, pursuant to Resolution 2017-050, the Town approved the first modification to the agreement and extended the term for three (3) years; and

**WHEREAS**, the Agreement is set to expire on September 30, 2020; and

**WHEREAS**, on July 13, 2020, The Mellgren Planning Group Inc. sold substantially all its assets to SEPI Engineering & Construction, Inc., a North Carolina professional corporation; and

**WHEREAS**, SEPI Engineering & Construction has retained all current The Mellgren Planning Group Employees and will continue operations and client service levels consistent with the pre-transaction terms; and

**WHEREAS**, CONTRACTOR will assist the Town, on an hourly basis, to provide planning, zoning, and land use services, as necessary, and at the discretion of the TOWN; and

**WHEREAS**, some of the functions the CONTRACTOR will provide include processing all land use and zoning public hearing items, as well as special projects for the TOWN; and

**NOW THEREFORE**, be it agreed by and between the parties as follows:

## ARTICLE I

### INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 Contract. The parties agree that the Scope of Services as defined in the RFP is a description of CONTRACTOR's obligations and responsibilities and is deemed to include all labor, materials, equipment, and tasks which are such an inseparable part, of the work described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable. The TOWN Administrator shall appoint a Contract Administrator to act on behalf of the TOWN with respect to this Contract.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth herein.

1.4 This is a non-exclusive contract. The TOWN may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the TOWN deems it to be in the best interest of the TOWN.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract. Such changes are in the sole discretion of the Town Council.

## ARTICLE 2

### TERM AND TIME OF PERFORMANCE

2.1 The instant Contract term shall commence August 14, 2020, and shall expire on September 30, 2023. This Contract is renewable upon the consent of both parties.

2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities, required by this Contract.

## ARTICLE 3

### COMPENSATION

3.1 TOWN agrees to pay CONTRACTOR, in the manner specified herein, the amounts set forth in Exhibit "A", for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon TOWN's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 All payments for services rendered by CONTRACTOR on behalf of the TOWN shall be made payable to the TOWN. Within thirty (30) days from the TOWN's receipt of the cleared funds relating to same, CONTRACTOR may submit an invoice, in a form and format approved by the Town's Financial Administrator, to be paid for such services. CONTRACTOR shall be paid within fifteen (15) business days from the TOWN's receipt of an approved invoice and upon verification that such services have been rendered. TOWN shall not be held liable to CONTRACTOR for funds that have not cleared or for services rendered prior to payment being made. CONTRACTOR may submit invoices for compensation no more often than on a monthly basis.

3.3 After reviewing the base application, CONTRACTOR shall collect any additional amounts CONTRACTOR, upon input from the TOWN, deems

necessary and proper to fully cover the estimated costs of performing the services requested. In no event shall a permit be issued or shall CONTRACTOR signoff on an application, until CONTRACTOR has recovered the TOWN's costs incurred for processing the application. The TOWN shall withhold from CONTRACTOR's compensation any amounts not recovered for services rendered. This cost recovery provision does not apply to matters being handled for the benefit or request of the TOWN. TOWN maintains the right to charge an additional administrative fee for all public hearing items. Such fee shall also be collected by CONTRACTOR and shall be in addition the fees charged by CONTRACTOR.

3.4 By the Fifteenth (15<sup>th</sup>) day of each month, CONTRACTOR shall provide the TOWN Administrator with a report delineating the previous month's activity. In addition to a hard copy, said monthly information shall be provided to the TOWN through an electronic medium, in a form an format acceptable to the TOWN Administrator, via a system that may be accessible by the internet. If the TOWN Administrator determines that CONTRACTOR's system is not compatible, or that another system should be utilized, the desired system shall be implemented and utilized by CONTRACTOR at no additional cost to CONTRACTOR. In addition to the monthly reports, CONTRACTOR shall provide, when requested, through an electronic medium that may be accessible from the internet on a system that may be provided by the TOWN, clear and concise information, which shall include the status of all matters including questions and complaints.

3.5 Notwithstanding 'any provision of this Contract to the contrary. TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by TOWN.

3.6 All work performed for the TOWN shall be pursuant to a valid purchase order containing a statement of work, a not to exceed estimate of fees and costs, and a timeframe for the completion of same. The purchase order shall be approved in writing by the TOWN prior to the commencement of such work. Any work performed without a valid purchase order shall be performed at CONTRACTOR's sole cost and expense, and TOWN shall not be held liable to compensate CONTRACTOR for work performed that does not strictly adhere to the requirements contained herein.

## ARTICLE 4

### INDEMNIFICATION

CONTRACTOR shall at all times hereafter, indemnify, hold harmless and, at the TOWN Attorney's option, defend or pay for an attorney selected by the TOWN Attorney to defend TOWN, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, at all tribunal levels, caused, or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agent, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against TOWN by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from TOWN, resist and defend such lawsuit or proceeding by counsel satisfactory to TOWN or, at TOWN's option, pay for an attorney selected by the TOWN Attorney to defend TOWN. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the TOWN Attorney, any sums due CONTRACTOR under this Contract may be retained by TOWN until all of TOWN's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN. Nothing herein shall be deemed a waiver or limitation on TOWN'S sovereign immunity or any limitations on TOWN liability in any state statute or as otherwise provided by law.

## ARTICLE 5

### INSURANCE

5.1 Workers' Compensation Insurance CONTRACTOR to provide for all employees workers compensation insurance in compliance with the Workers' Compensation Law of the State of Florida and all applicable federal laws. In addition, CONTRACTOR shall require that all associates performing work or services for TOWN furnish evidence that they maintain workers' compensation insurance.

5.2 Comprehensive Professional Liability and Property Damage Insurance Broad Form CONTRACTOR to provide comprehensive professional

liability and property damage insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

5.3 Automobile Liability Insurance CONTRACTOR to provide automobile liability insurance including principal and employees, with limits of at least \$100,000/\$300,000 for each occurrence.

5.4 CONTRACTOR shall provide to TOWN a Certificate of Insurance or a copy of all insurance policies required herein. TOWN reserves the right to require a certified copy of such policies upon request. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days-notice prior to expiration or cancellation of the policy.

## ARTICLE. 6

### TERMINATION OR SUSPENSION

6.1 This Contract may be terminated for convenience by the TOWN. Termination for convenience by the TOWN shall be effective on the termination date stated in the written notice provided by TOWN, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the TOWN Administrator upon such notice as the TOWN Administrator deems appropriate under the circumstances in the event the TOWN Administrator determines that termination is necessary to protect the public health or safety. The parties agree that if TOWN erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Contract may be terminated for cause for reasons including, but not limited to CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoice; failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the TOWN Administrator, which the TOWN Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in Writing in accordance with the "NOTICES" section of this Contract.

6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the

termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from TOWN, the receipt and adequacy of which are hereby acknowledged by CONTRACTOR, for TOWN's right to terminate this Contract for convenience.

6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by TOWN until all documents are provided to TOWN.

6.6 Should at any time during the term of this Contract, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the TOWN shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the TOWN. If the violation is not promptly resolved or is of such serious nature that the TOWN determines that suspension is not adequate, the TOWN reserves the right to terminate for cause.

6.7 In the event a CONTRACTOR is terminated, the TOWN may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option, and shall reserve all legal remedies for damages and other relief.

## ARTICLE 7

### EEO AND ADA COMPLIANCE.

7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or sub-consultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 CAA, Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the TOWN deems appropriate.

7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract, CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by TOWN, including Titles I and II of



the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

## ARTICLE 8

### MISCELLANEOUS

#### 8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of TOWN; and, if a copyright is claimed, CONTRACTOR grants to TOWN a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of TOWN and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

#### 8.2 AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Contract. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to TOWN in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, *as* may be amended from time to time, if applicable,

or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry. CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 8.2.

8.3 BACKGROUND CHECKS: The Town reserves the right to require background checks of any personnel assigned by CONTRACTOR to perform services under this Contract.

8.4 COMPLAINTS AND DISPUTES:

All complaints concerning misconduct on the part of the CONTRACTOR or disputes between TOWN staff and the CONTRACTOR are referred to the TOWN Administrator or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the TOWN Administrator or his/her designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the TOWN concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc. will be referred to the Office of the TOWN Administrator for appropriate action. The CONTRACTOR agrees to make any complaints concerning the TOWN available to the Office of the TOWN Administrator for action as required.

8.5 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN,

may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed entire convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by TOWN pursuant to this Contract and may result in debarment from TOWN's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

#### 8.6 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of TOWN. No partnership, joint venture, or other joint relationship is created hereby. TOWN does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind TOWN in any respect whatsoever. CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE TOWN. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED FOR HEREIN.

In providing the services, CONTRACTOR shall determine the employees and subcontractors necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be entitled to no TOWN employment benefits of any kind whatsoever.

#### 8.7 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor TOWN intends to directly or substantially benefit third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

#### 8.8 NOTICES.

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

FOR TOWN:

Town of Southwest Ranches  
Attn: Andrew Berns, Town Administrator  
13400 Griffin Road  
Southwest Ranches, Florida 33330

Keith Poliakoff, Esq.  
Suite 1000  
200 East Las Olas Blvd.  
Fort Lauderdale, FL 33301

FOR CONTRACTOR:

SEPI Engineering & Construction, Inc.  
Nicholas L. Ellis  
3350 NW 53rd Street, Suite 101  
Fort Lauderdale, Florida 33309

**8.9 ASSIGNMENT AND PERFORMANCE**

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. TOWN may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein without TOWN'S written consent.

CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate, governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of TOWN shall be comparable to the best local and national standards.

#### 8.10 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract or within five years thereafter, serve as an expert witness against TOWN in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

#### 8.11 MATERIALITY AND WAIVER OF BREACH

TOWN and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

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

#### 8.12 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

#### 8.13 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 8.14 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely *as* a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 8.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

#### 8.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the TOWN and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

#### 8.17 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

#### 8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

#### 8.19 REPRESENTATION OF AUTHORITY

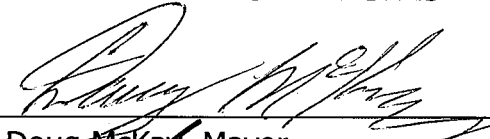
Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

#### 8.20 MULTIPLE ORIGINALS

Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

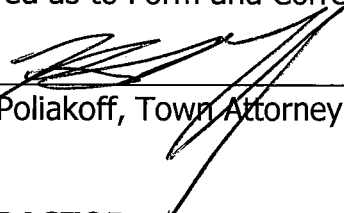
**IN WITNESS WHEREOF** the parties have caused these presents to be executed.

**TOWN OF SOUTHWEST RANCHES**

By:   
Doug McKay, Mayor

ATTEST:   
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
Keith Poliakoff, Town Attorney

**CONTRACTOR**

SEPI ENGINEERING & CONSTRUCTION, INC.

By:   
SEPI Engineering & Construction, Inc.

#37245265v3



EXHIBIT "A"

Hourly Fees For Service

Principal/Associate Principal:	\$ 150/hour
Planner:	\$ 100/hour
Administrative/Clerical:	\$ 45/hour

\* All work performed directly for the TOWN shall remain at \$125/hour for Principal/Associate Principal (Michele Mellgren/Jeff Katims, \$85/hour for Planning Assistant \$60/hour for other Planners, and \$40/hour for Administrative/Clerical intake

JMK 3/25/21

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

Thursday 7:00 PM

January 23, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Bob Hartmann

Debra Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski

A 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 7:05 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Quasi-Judicial Hearing

**3. Site Plan Modification for Adrian Fish Market and Restaurant**

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING SITE PLAN MODIFICATION APPLICATION NO. SP-87-24 BY SW RANCHES 6670, LLC FOR ACCESSORY OUTDOOR DINING TO THE RESTAURANT AT 6670 DYKES ROAD; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION WITH THE FOLLOWING ADDITIONAL CONDITION, "INSTALL BOLLARDS BETWEEN THE PARKING SPACES AND THE OUTDOOR SEATING AREA TO BE APPROVED BY STAFF AS AN ADDITIONAL LEVEL OF PROTECTION FOR DINERS IN THE EVENT OF A CAR OVERRUNNING BOTH THE WHEELSTOP AND THE CURB".**

Presentations

**4. Presentation - Mayor Wayne M. Messam, City of Miramar**

Mayor Wayne M. Messam addressed the Town Council on the City of Miramar's efforts to stop an incinerator from being built along the City's border with Miami- Dade County. He spoke about how the City's efforts are also helping stop an incinerator from being built in Broward County near the Town's border and talked about how all the Broward County municipalities should work together to stop the incinerators. He discussed the City of Miramar receiving funds from other municipalities in the County to support the City's efforts in stopping the incinerators and asked the Town Council to provide funds to the City of Miramar as well.

The Town Council discussed the issue and raised the concerns that the Town may be drawn into a legal dispute if they contributed funds. Town Attorney Poliakoff stated that the Town can contribute to the City of Miramar if there is a stipulation on the contribution that it only be used to pay for legislative fees, such as a lobbyist, and not be used to pay legal fees. The Town Council discussed the issue further and decided Town Attorney Poliakoff's recommendation was the best choice of action.

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

**MOTION: TO APPROVE TO THE CITY OF MIRAMAR A ONE TIME COMMITMENT OF UP TO \$30,000.00 FOR LEGISLATIVE FEES FROM UNASSIGNED FUND BALANCE, FOR THE INCINERATOR ISSUE.**

**5. Presentation - Wyatt Krueger - Eagle Scout Project**

Eagle Scout Wyatt Krueger presented his project to the Town Council. The project consisted of two bat boxes that will be located at Rolling Oaks Park.

**6. Presentation by the Broward Metropolitan Organization (MPO) on the proposed US27 Light Rail Project**

Vice Mayor Hartmann introduced Mr. Paul Flavien from the Broward Metropolitan Planning Organization (MPO) and stated the presentation would provide information on the future of railways being built along US Highway 27. Mr. Flavien discussed the history of the US 27 Rail Corridor project and stated that the project's purpose was to meet the growing transportation needs for freight and passenger movement. He said the project would connect the Port of Miami to inland logistic centers around Lake Okeechobee in western Palm Beach County. He stated that the project was still in the development stages and further studies would be needed and explained that it is such a lengthy process that he could not even provide an estimate of how long it would take for the project to be built.

Mayor Breitreuz recognized Louis "Uncle Louie" Gregory for his work with Christopher Macchio who sang at the Presidential Inauguration. Mr. Gregory was called to the podium and spoke a few words about Mr. Macchio, the Inauguration, and the Town.

**7. Public Comment**

The following members of the public addressed the Town Council: The Sikh Youth Association, Ralph Bellman, Tim Sullivan, Tracy Swait, and Jim Laskey.

**8. Board Reports**

Harold Gubnitsky spoke on behalf of the Zero Waste Advisory Board. He talked about the January 7<sup>th</sup> meeting and the topics of the meeting included appointing of the Board Members, developing a scope of work for the zero-waste consultant RFP, and raising awareness for zero waste through

providing information in the Town Newsletter. He thanked the Town Council for their support with the zero-waste efforts.

Debbie Green spoke on behalf of the Schools and Education Advisory Board. She spoke about the upcoming "Flamingo Flocking" that would be starting in a couple of weeks and that it is a big fundraiser for the Town's Scholarship Fund.

George Morris spoke on behalf of the Southwest Ranches Parks Foundation. He discussed the success of the Country Fair and Carnival and thanked the sponsors and volunteers. He spoke about upcoming events such as the Car Show and ChiliFest on February 22<sup>nd</sup> and Bingo at the Barn on March 22<sup>nd</sup>. He mentioned that the Foundation is looking into a potential pumpkin patch and food truck events in the future.

## **9. Council Member Comments**

Council Member Jablonski addressed the issue of businesses based out of homes in the Town, that was brought up during Public Comment. He stated the issue needs to be further discussed at a future Town Council meeting. He thanked Louis Gregory and George Morris for representing the Town in such a positive manner and thanked them for their efforts in the Town. He spoke about upcoming events around the Town, such as the Blood Mobile at Town Hall on January 30<sup>th</sup>, Water Matters Day on March 8<sup>th</sup>, the Town's 25<sup>th</sup> Anniversary event on June 7<sup>th</sup>, and the Town's 5k scheduled for April 5<sup>th</sup> at Rolling Oaks Park. He talked about the Broward County Property Appraiser's Office being at Town Hall on February 4<sup>th</sup>, the Fun Horse Show on February 15<sup>th</sup>, the Car Show and ChiliFest on February 22<sup>nd</sup>, and the DMV FLOW event on February 28<sup>th</sup>. He spoke about the Barn Dance on March 15<sup>th</sup> and Bingo at the Barn on March 22<sup>nd</sup>.

Vice Mayor Hartmann spoke about the Country Fair and Carnival and thanked the Foundation for the superlative job they did with it and said that it was a great success. He talked about the Unity in Diversity 5k happening on April 5<sup>th</sup>, and that it was the 7<sup>th</sup> annual event and that it was a great tradition. He discussed the WM Recycling Facility tour that he is having on March 18<sup>th</sup>, and said spots are still available if anyone would like to join. He talked about the new recycling facility being built and the proper types of glass that could currently be recycled. He spoke about the issue of businesses using residential homes as a business location mentioned during Public Comment. He stated the issue is Town wide and needs to be addressed and that residents need to speak about the issue more often. He spoke about a Town resident that was arrested at Town Hall and advised that the Town Council Members could not speak about the issue due to legal reasons. He said that if anyone wanted more information on the charges to research the Broward County Clerk of Courts website.

Council Member Allbritton spoke about the Town resident that was arrested and that the issue occurred on December 19<sup>th</sup>. He said that if anyone wanted more information on it, they could research it on the internet. He thanked the Southwest Ranches Parks Foundation Board for their superb efforts with the Country Fair and Carnival. He spoke about the great residents the Town has and how they represent the Town in such a positive manner. He discussed attending the

Town of Davie's breakfast for veterans and that it was both a great and educational event for veterans. He talked about the upcoming meeting of the Town's women's group and the topic would include assisting veterans. He said that if anyone in the Town would like to start a veteran's group to contact him. He thanked Public Works Director Rod Ley and Engineering Inspector Joyce Marques for meeting with the residents of Green Meadows regarding the drainage project at Stirling Road and SW 166 Avenue and advised residents to be careful driving in the area until the project is completed. He discussed potholes in the Town and stated the Town is working diligently on them. He spoke about the Public Safety and Traffic Committee and voting on reconvening the Committee, and the efforts of the Committee has taken to reduce dangerous driving in the Town.

Council Member Jablonski spoke about the issue of speeding on Dykes Road and the safety of the children waiting at bus stops along the road. He asked Town resident Louis Gregory to the podium to provide further information. Mr. Gregory spoke about the dangerous speeding on the road, that mailboxes and garbage cans have been hit along the road by vehicles, and that he is concerned about children being stuck by a vehicle while waiting for the bus.

Council Member Allbritton stated that he had spoken to Mr. Gregory about the issue and contacted Broward County School Board Representative Rebecca Thompson about the issue, and that they will be meeting at the bus stop site to see what can be done to resolve the issue. He said he would keep Town Council and residents apprised on the matter.

Council Member Kuczenski spoke about recycling in the Town and the importance of reaching the State's mandated requirement to have 75% of solid waste recycled to prevent the incinerator from being built. He discussed attending the meeting of the Broward County Mobility Program (MAP) regarding the expansion of Sheridan Street from Flamingo Road to Volunteer Road to six lanes. He stated that there were issues with the project that could affect the Town such as lighting and a sidewalk on the north side of Sheridan Street. He asked the Town Council for a consensus to draft a Resolution that would oppose light pollution from affecting the homes along Old Sheridan Street, that would implement noise limiting measures to reduce traffic noise, and that would oppose the sidewalk from being constructed and the monies used instead to improve the intersection of Flamingo Road and Sheridan Street. The Town Council gave their consensus on the matter. He thanked Town Administrator Muñiz for speaking at the MAP Meeting and that he was instrumental in preventing a turn lane from being constructed turning North from east bound Sheridan Street onto Volunteer Road. He spoke about the Sunshine Ranches HOA voting at their next meeting on the locations to place the next set of illuminated speed signs in Sunshine Ranches. He discussed the issue of fireworks and the effect they have on horses. He suggested the Town ask State Representative Robin Bartleman to once again introduce a bill to oppose fireworks usage in the Town. He spoke about Comcast's green boxes used to place fiber optics underground being placed in horse trails and that the Town Administrator has contacted the company, and they are going to move the boxes from the trails. He talked about criminal activity in the Town and reminded everyone to be vigilant and report anything that may be suspicious.

Mayor Breitkreuz spoke about trying to limit the time the Town Council spends on Council Member Comments and asked that Council Members, including himself, try to keep it brief to keep residents engaged with the meetings. He congratulated Town Financial Administrator Lopez and the Finance Department for receiving the GFOA Award and thanked him and the Finance Department on their work. He addressed the issue regarding the Farmer's Market spoken about during Public Comment and stated that he would meet with the resident to discuss it further. He spoke about the Rancher's Academy and asked residents to join in and reminded everyone that it is a two-night event on March 12<sup>th</sup> and March 19<sup>th</sup>. He discussed the problem of potholes in the Town and how the Town has found methods to improve the response time and ways to fix the area instead of just individual potholes. He spoke about the issue with maintaining private roads and that the Town cannot use public funds to fix private roads. He said the easiest way to correct the problem may be that the residents turn the private section of the road over to the Town and that the Town needs to find a way to streamline the process of converting private sections of road to public.

## **10. Legal Comments**

Town Attorney Poliakoff congratulated George Morris on the success of the Country Fair and Carnival. He spoke about Aster Knight being ill and wished him a speedy recovery. He spoke about the traffic issue on Dykes Road and suggested that the Town could work with Broward County to possibly build a small section of guardrail in front of the bus stop. He reminded everyone that the Town does not monitor social media of private groups or individuals, and that the Town cannot respond to matters discussed on those accounts. He said that if there is any sort of criminal activity or emergency to not post about it on social media but contact Davie Police Department or call 911. He stated that in relation to legal issues Items 12 through 14 on the agenda deal with requirements set by either Broward County or the State, or in response to litigation, so discussion on the items may be limited.

## **11. Administration Comments**

Town Administrator Muñiz spoke about the traffic enforcement detail the Town changed to an overnight detail during the holiday schedule and the positive effect it had thwarting property crime. He discussed the enhanced traffic detail the Town was going to be implementing February 1<sup>st</sup>. He talked about the traffic issue on Dykes Road and that he was working with Public Works Director Ley on ways to resolve the issue. He spoke about the Broward County Property Appraiser's Office visiting Town Hall the first Tuesday each month and that there is someone from their Agriculture Classification team that is with them to assist residents. He addressed the issue the Town faces with potholes and that he and Public Works Director Ley are working on methods to educate residents on how the process works and how the Town has improved methods of fixing potholes around Town. He addressed the issue Town Attorney Poliakoff raised regarding reporting emergencies in the Town. He stated that in emergencies to call 911, and that the Town of Davie Police Department recommends an app called Safer Watch to report incidents directly to the Police Department.

**Ordinances – 2<sup>nd</sup> Reading**

**12.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING A MINIMUM INTERIOR SPACE REQUIREMENT TO MAINTAIN CANINES WITHIN THE TOWN; PROVIDING FOR INSPECTION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. {Approved on first reading December 12, 2024}

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

**MOTION: TO APPROVE THE ORDINANCE ON SECOND READING.**

**13.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA; CREATING CHAPTER 28 OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO CREATE A CHAPTER ENTITLED PUBLIC CAMPING OR SLEEPING; PROHIBITION; PENALTIES; COMPLAINTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING AN EFFECTIVE DATE. {Approved on first reading December 12, 2024}

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

**MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.**

**14.** AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REPEALING AND REPLACING ORDINANCE NO. 2024-003; AMENDING SECTION 9-5 OF CHAPTER 9 ENTITLED "NOISE" OF THE TOWN OF SOUTHWEST RANCHES CODE OF ORDINANCES, TO AMEND THE LIST OF EXEMPTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. {Approved on first reading December 12, 2024}

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

**MOTION: TO APPROVE THE ORDINANCE ON FIRST READING.****Resolutions**

**15.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ADOPTING THE INVESTMENT POLICY IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**ITEM WITHDRAWN AT REQUEST OF STAFF.**



**16.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK OF OMNIA PARTNERS CONTRACT (OMNIA PARTNERS (NCPA)-01-146) FOR THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED THIRTY ONE THOUSAND FIVE HUNDRED TWELVE DOLLARS AND ZERO CENTS (\$31,512.00) TO LENOVO (UNITED STATES) INC. FOR LENOVO LAPTOPS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**17.** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, REINSTATING THE "PUBLIC SAFETY AND TRAFFIC COMMITTEE" FOR A SIX-MONTH PERIOD, FOR THE PURPOSE OF ADVISING THE TOWN COUNCIL OF PUBLIC SAFETY AND TRAFFIC RELATED ISSUES; PROVIDING FOR THE BOARD'S GOALS, OBJECTIVES, AND LIMITATIONS; PROVIDING FOR THE APPOINTMENT OF BOARD MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

**MOTION: TO APPROVE THE RESOLUTION.**

**Discussion**

**18. Timeline for Construction of New Homes**

Town Administrator Muñiz introduced the item as an issue that the Town does not have a policy regarding the time frame of the construction of a home and could conceivably be under construction for a long period of time. He stated that there are municipalities in Broward County and the South Florida region that have requirements for the time it takes to construct a home, and that he has spoken to the Town's Building Official to gather more information on the matter. He spoke about instances in the Town that this issue has occurred and the problems it presents to the Town, such as being an eyesore, a home built and finished under an outdated Building Code, persons living in the home even if has not been finalized, and the assessed tax value. He provided the following recommendations:

- Base the timeline on the builder of the home. For a professional contractor or developer, the home must be built within thirty six months and a home built by owner be built within forty eight months.
- Based on the square footage size of the home being built, a larger home should be given a longer time to be built, whereas a smaller home built in a shorter time frame.

Town Attorney Poliakoff advised the Town Council that there could be no distinction between contractor and owner due to State protection to treat them the same. He recommended the Town Council set the timeline for three to four years and if they did not complete the construction at the deadline the Town Council could vote to extend the timeline on a case-by-case basis. He stated that most municipalities treat current permits and new permits differently. Any permits that are open when the ordinance is passed have a set timeline and new permits after the ordinance is passed would be a different timeline. He answered Vice Mayor Hartmann's question regarding what to do if there were multiple extensions for the home and did not seem to make any progress. He said that if the home could not be built after a few extensions then Code Compliance could fine them or deem the structure unsafe and it would have to be demolished.

Council Member Kuczynski spoke about a specific property in Sunshine Ranches that had a home currently under construction, but nothing has been done on it for several years.

Council Member Allbritton raised questions about the process in regard to Broward County's permit process and Building Code. He stated that the Town did not adopt the portion of Broward County's Building Code on the time limit of home construction. He said that square footage should be considered in deciding the time limit and that something should be done to resolve the issue.

Town Attorney Poliakoff addressed the questions and stated that the Town adopted portions of the County Code initially and later made changes to it to relax certain aspects of it.

Mayor Breitkreuz asked Town Planner Katims if he had any recollection of what was adopted by the Town. Town Planner Katims stated that he did not recall but believed it was not part of the Zoning and Land Development Code. He said that during that time, the Town would refer to County regulations if it did not have specific regulations on those issues.

Mayor Breitkreuz said that he had concerns on the matter at this time and said he would need to research it more before making any statements or decisions.

Mayor Breitkreuz asked that the Town Administration provide more information on the matter and that more discussion would be needed on the issue.

## **19. Revision of the Certificate of Use Process**

Town Administrator Muñoz described the current Certificate of Use process to the Town Council. He stated that after the initial process there is no follow-up on the business. He said there is no mechanism to review the business to make sure they are operating as approved under the application. He said he was bringing it to the Town Council for consideration of the process to include annual or bi-annual inspections and apply any fees for those inspections.

Mayor Breitkreuz discussed his experience in 2002 when he spoke with the Assistant Administrator of the City of Weston regarding the business use tax, and that the Administrator believed the process was a drain on the staff and would not recommend it. He stated that a middle ground for annual inspections and what the Town does now needs to be found. He said that there should be an annual review of the Certificate of Use to ensure that the business is still operating as the

original application, and that it should be spread across the year instead of at one specific time of year.

Council Member Allbritton asked if the intent would be to do the review on the anniversary of their application. Mayor Breitkreuz explained that would probably be the best practice.

Vice Mayor Hartmann asked what the benefit to the Town would be in obtaining the information on businesses within the Town. Administrator Muñiz stated that the intent would be to monitor the businesses and ensure there were no changes. Mayor Breitkreuz expanded further on the answer and said that it would ensure businesses did not expand into other types of businesses than originally approved and used the example they may be using items such as propane tanks that were not authorized.

Council Member Jablonski stated that the reviews should be done on an annual basis to ensure that the business is operating as intended or that it is still operating. He said that an inspection fee be applied and recommended that fifty percent of the Certificate of Use fee be charged.

The Town Council discussed the item in relation to annual or biannual inspections, the staffing level needed to do the inspections, that it would be on the anniversary of the application, and that it would be an ongoing process throughout the year.

Town Administrator Muñiz answered Vice Mayor Hartmann's question about which types of businesses would need inspections. He said that any business that required a Certificate of Use would need to be inspected.

Council Member Kuczenski raised the concern that if the Town passed an Ordinance and the business owner lets the Certificate of Use to expire so the Town does not continue to do inspections.

Mayor Breitkreuz agreed that it could be an issue and said that it would need to be researched as well.

Mayor Breitkreuz asked that the Town Administration provide more information on the matter and that more discussion would be needed on the issue.

## **20. Event Permit Notification Requirement**

Town Administrator Muñiz discussed the Event Permit process and spoke about the ten-day notification requirement for event permits. He said that there is no consideration of applicants if they apply after the ten-day deadline and asked the Town Council to consider amending the Ordinance to say the ten-day requirement would still be in place, but if applying within less than ten days but no less than five days from the event, they use an alternative method of notification which could be defined as requiring the applicant to submit a signed petition from the affected adjacent property owners stating they have no objection to the event or having the Code

Compliance leave notifications at adjacent properties regarding the event and a recovery cost be associated with Code Compliance delivering the notifications.

Town Attorney Poliakoff recommended Town Council amend the Code to reflect the ten-day notification requirement unless the Town Administrator authorizes a lesser time frame for good cause shown which may include additional conditions of approval. He said this would leave the decision to the Town Administrator and give him the ability to approve of the event within less than five days.

Council Member Kuczenski spoke about applying a late fee if residents submit after the ten-day deadline.

Mayor Breitkreuz stated the wording of the amendment was good and said he did not want to motivate people not to follow the rules and that the ten-day requirement may cause people to not apply for the permit. He stated the intent of the event permit was to ensure that neighbors were notified of an upcoming event so they could make any necessary preparations to protect their animals.

Council Member Allbritton asked the question if it would be better that the Town staff make the notification rather than the resident and apply recovery fees when staff was used for the notifications.

Mayor Breitkreuz stated that the circumstances for each case are going to be different so it may be easier for the residents to notify their neighbors instead of Town staff, and that flexibility would be beneficial.

Council Member Jablonski reminded everyone that the Event Permits were only needed for parties with amplified noise.

Mayor Breitkreuz verified with Town Administrator Muñiz that the intentions of the Town Council were clear. Town Administrator Muñiz stated that the instructions were clear and that internal procedures would be developed accordingly.

## **21. Vacation of Town Rights-of-Way**

Town Administrator Muñiz introduced the item as a follow up discussion from December 14, 2024, Regular Town Council meeting and that Town Planner Jeff Katims was present to answer any questions of the Town Council on the matter.

Mayor Breitkreuz stated there were three elements to the discussion. He spoke about individual homeowners that were being penalized because their rights-of-way were taken from them years ago and that the Town does not have a procedure to quickly return them to the owner. He said the second element is that there are certain rights-of-way that the Town would not be developed into roads and used Stirling Road as an example. He stressed that he was only speaking of road

rights-of-ways. He stated that the Town Administration should be able to identify these key roads and have the right-of-ways voted on and not taken by the Town. He stated that element three of the issue was the road rights-of-way that the Town may or may not need and would need additional research.

Council Member Allbritton raised the concern that residents that do not have road right-of-ways returned to them may be upset with the Town because certain residents had special preference, and the right-of-way was returned to them.

Mayor Breitkreuz stated that the intention is to return all the right-of-ways to the residents if the Town did not need them, but the process needed to be started and the easiest way to do it was to start with the obvious right-of-ways the Town did not need.

Vice Mayor Hartmann stated that the best approach for the individual right-of-ways may be to return them to the residents when they apply for building permits. Mayor Breitkreuz replied that he wanted to have the decision already made if that right-of-way was needed by the Town before the residents came in for a permit so it could be released to them without waiting for research to be done.

Council Member Jablonski spoke about the discussions at the last Regular Town Council meeting and stated that he believed the decision was made to put the issue before the Drainage and Infrastructure Advisory Board.

Vice Mayor Hartmann asked Mayor Breitkreuz what should be presented to the Advisory Board and what items should be decided by the Town Council.

Mayor Breitkreuz said that the issue of the right-of-way was taken from residents and needed to be returned to them quickly, the Town Council should make that decision on a case-by-case basis because the research would need to be done quickly. He stated that the Drainage and Infrastructure Advisory Board should review the right-of-ways along Stirling Road and get the decision back to the Town Council within the next couple of months. He said the issue of what right-of-ways the Town needed or did not need would be a piece mail process and Town Planner Katims may be needed to develop a strategy.

Town Attorney Poliakoff advised the Town Council that even if the Town returned the right-of-way to the resident and it was platted by Broward County, the residents would have to go to Broward County for them to replat their properties. He reminded the Town Council that this issue would be a quasi-judicial item, and a unanimous vote would be needed for each case.

Mayor Breitkreuz said the objective of releasing the right-of-way to the residents prevents the Town from constructing a road in that right-of-way, and that if the resident wants to have the County replat the right-of-way, then that would be their responsibility.

Town Attorney Poliakoff addressed Vice Mayor Hartmann's questions regarding right-of-way that the Town released but the resident did not replat it and what happens to right-of-ways that are released by the Town but are not platted to the County. He stated that the right-of-way would be treated as a public right-of-way until the County decided what should be done with it, and regarding the second question he said the resident would need to do nothing if it was just a Town road and the Town vacated it.

Town Attorney Poliakoff verified the intention of the Town Council was to limit the scope of the Advisory Boards to only road right-of-way.

There was a consensus of the Town Council to move forward with the recommendations discussed.

- 22.** Approval of Minutes
- a. September 26, 2024 Regular Meeting Minutes
  - b. October 16, 2024 Regular Meeting Minutes
  - c. October 24, 2024 Regular Meeting Minutes
  - d. November 21, 2024 Regular Meeting Minutes

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

**MOTION: TO APPROVE THE SEPTEMBER 26, 2024 REGULAR MEETING MINUTES, OCTOBER 16, 2024 REGULAR MEETING MINUTES, OCTOBER 24, 2024 REGULAR MEETING MINUTES, AND NOVEMBER 21, 2024 REGULAR MEETING MINUTES.**

**23.** Adjournment

Meeting adjourned at 10:40 p.m.

*Respectfully submitted:*

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*Debra M. Ruesga, CMC, Town Clerk*

*Adopted by the Town Council on this 27<sup>th</sup> day of March, 2025.*

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*Steve Breitkreuz, Mayor*

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

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

Thursday 6:34 PM

January 29, 2025

13400 Griffin Road

Present:

Mayor Steve Breitkreuz

Russell Muñiz, Town Administrator

Vice Mayor Bob Hartmann

Debra Ruesga, Town Clerk

Council Member Jim Allbritton

Emil C. Lopez, Town Financial Administrator

Council Member Gary Jablonski

Keith Poliakoff, Town Attorney

Council Member David S. Kuczenski, Esq.

Special Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Grand Oaks Conference Room. The meeting, having been properly noticed, was called to order by Mayor Breitkreuz at 6:34 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

**Discussion**

**3. Charter Officer Evaluations**

Mayor Breitkreuz opened the discussion and spoke about evaluations that were handled in the past at Town Council Meetings and how sometimes Town Council comments did not go over well with the public. He felt the Charter Officers deserve to know what is going well or not going well. Council Member Jablonski stated he does that continually. He felt there must be formal conversations like the special meeting happening at the present to know where the Charter Official has come from and where that person is going. Vice Mayor Hartmann had been utilizing evaluation forms since 1984 as a manager in his professional life and felt the form didn't work for staff in a leadership role. He has never worked in a job where staff are provided with informal feedback, particularly at the end of the year at salary increase time. That's what formal evaluations are for. He speaks to his staff every two weeks to make sure the goals are met instead of waiting until the end of the year. Council Member Jablonski spoke to the fact that the Town Council work in the private sector where privacy, confidentiality and record retention laws are quite different than in the public sector, which an evaluation tool is kept for many years after. Town Attorney Poliakoff suggested that at the end of the year, the Town Council should have a one on one discussion with each of the Charter Officers and then have a group meeting at the end of the year to discuss any criticisms privately and then at the Town Council meeting discuss the positives of the Charter Officer's job performance. Mayor Breitkreuz asked Town Attorney Poliakoff "Is the public Town Council Meeting even necessary?" to which Town Attorney Poliakoff replied, "the public forum is to consider salary increases or bonuses that can be summarized at a very high level". Town Administrator Muñiz addressed the Mayor and Town Council and provided them a copy of an informal salary and benefit survey that Town Clerk Ruesga had compiled. Council Member Kuczenski stated he was surprised that the Town's salaries were lower than other municipalities in the County. Further discussion ensued.

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

**MOTION: TO APPROVE A SALARY INCREASE OF 10% FOR THE TOWN ADMINISTRATOR AND TOWN FINANCIAL ADMINISTRATOR AND A 13% INCREASE FOR THE TOWN CLERK RETROACTIVE TO JANUARY 1, 2025 WITH NO ADDITIONAL INCREASE TO THE TOWN'S CONTRIBUTION TOWARDS THE CHARTER OFFICER'S RETIREMENT ACCOUNTS.**

Town Administrator Muñiz addressed an item in his and Town Financial Director Lopez's contract regarding the cash out and roll-over portion of unused PTO (paid time off) days. He requested the Town Council consider amending their contracts to allow the ability to roll over up to 5 days from the previous year to the next.

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

**MOTION: TO APPROVE AN AMENDMENT TO THE CHARTER OFFICER'S CONTRACTS ALLOWING THE ROLLOVER OF UP TO 5 (FIVE) UNUSED PTO DAYS FROM THE CURRENT YEAR TO THE NEXT YEAR. THE ROLLOVER MUST BE USED WITH THE NEXT YEAR AND THE EVALUATION FOR CHARTER OFFICERS MUST BE COMPLETED BY JANUARY 31<sup>ST</sup> OF EACH YEAR.**

#### **4. Pending Legal Matters**

Town Attorney Poliakoff spoke on several pending legal matters and requested to increase Government Law Group's hourly rate for federal litigation cases from \$175.00 per hour to \$275.00 per hour. Town Council authorized the rate increase.

#### **5. Adjournment**

Meeting was adjourned at 8:39 p.m.

*Respectfully submitted:*

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*Debra M. Ruesga, CMC, Town Clerk*

*Adopted by the Town Council on this 27<sup>TH</sup> day of March, 2025.*

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*Steve Breitkreuz, Mayor*

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

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