Plantation City Council Meeting Agenda | **Notice of City Council Meeting** | **Wednesday, March 8, 2017 ~ 7:30 PM**

City of Plantation
City Council Chambers

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING FOR WHICH THIS AGENDA CONSTITUTES NOTICE, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS CONDUCTED AT SUCH MEETING AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

THE CITY OF PLANTATION WILL PROVIDE REASONABLE ACCOMODATIONS FOR DISABLED INDIVIDUALS REQUESTING SPECIAL ASSISTANCE IN ORDER TO ATTEND OR PARTICIPATE IN THIS MEETING; PROVIDED, HOWEVER, THAT A REQUEST FOR SUCH ASSISTANCE MUST BE MADE TO THE OFFICE OF THE CITY CLERK (954) 797-2237 AT LEAST THREE (3) CALENDAR DAYS PRIOR TO THE SCHEDULED MEETING.

1 **Roll Call**

2 **Opening Remarks/Invocation/ Pledge of Allegiance - Councilmember Hyatt**

3 **Approval of Minutes of Meeting held February 8, 2017**

Items Submitted By The Mayor

Consent Agenda

4 Settlement of Workers' Compensation Claim

Summary:

This sensitive case involves the final settlement of a former City employee and his workers' compensation claim. Because of HIPPA laws the employee's name and specific medical information are withheld.

5 Request for authorization to issue a purchase order to Plantation Ford in the amount of $246,334.98 for the supply and delivery of (2) 2017 Ford F-550 Crane Trucks

Summary:

6 Request for authorization to issue a purchase order to Plantation Ford in the amount of $23,989.88 for the Supply and Delivery of (1) 2017 Ford Escape.

Summary:

7 Request for approval and authorization to issue a purchase order to Techgroupone, Inc. in an amount not to exceed $27,848.00 for 'Fire Station No. 3 Floor Paint Project' WB No. 054-16.

Summary:

8 Lake Okeechobee Regional Compact

Summary:

Resolution of the City of Plantation authorizing and approving the participation by the City in the Lake Okeechobee Regional Compact; said agreement being a joint effort by officials in a nineteen county area encompassing the northern Everglades and the Lake Okeechobee watershed to work together across the jurisdictional boundaries to create, support and advance a comprehensive plan addressing environmental and economic challenges associated with discharges from Lake Okeechobee, and to develop a joint strategic plan to successfully meet those challenges; and providing an effective date.

9 Resolution opposing HB 17

Summary:

Resolution of the City of Plantation, Florida urging all members of the Florida Legislature to oppose HB 17 and SB 1158, which preempts local business regulations, prohibits local government from imposing or adopting any new regulations on businesses unless expressly authorized by the State Legislature; directing City Administration to transmit a certified copy of this resolution to the Broward League of Cities, The Broward County Board of County Commissioners, and any other interested parties.

10 Extension of C&D Non-Exclusive Franchise Agreement with Waste Management Inc. of Florida

Summary:

Resolution of the City of Plantation relating to environmental control; approving an extension of the non-exclusive franchise with Waste Management Inc. of Florida, for the collection and disposal of construction and demolition debris; authorizing the Mayor or Chief Administrative Officer to finalize the amendment and execute same; providing findings; providing a savings clause; and providing an effective date therefor.

11 Non-exclusive Construction &Debris Franchise Agreement with Bicon, Inc. dba S&S National Waste

Summary:

Resolution of the City of Plantation relating to environmental control, approving an agreement with Bicon, Inc. dba S & S National Waste, for the collection and disposal of construction and demolition debris; authorizing the Mayor or Chief Administrative Officer to execute same; and providing an effective date therefor.

12 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation's Gateway Development District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation's Gateway Development District.

13 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation's Midtown Development District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation's Midtown Development District.

14 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation.

15 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation's Community Redevelopment District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation's Community Redevelopment District.

Administrative Items

16 Pet Shops Code Enforcement Update

Summary:

Request to provide direction to the City Attorney regarding the City's Enforcement of Code Enforcement Case # CE 16-01451 (Pet shop), and its enforcement of violations of Ordinance # 2536 regarding "Puppy Mills."

Legislative Items - None

QUASI-JUDICIAL PROCEEDINGS

THE CITY CLERK WILL SWEAR IN ALL WITNESSES BEFORE SPEAKING. PLEASE STATE YOUR NAME AND WHETHER YOU HAVE BEEN ADMINISTERED AN OATH. ANY SPEAKER MAY BE CROSS-EXAMINED. IF YOU REFUSE TO BE CROSS-EXAMINED, YOUR TESTIMONY MAY NOT BE CONSIDERED. CROSS-EXAMINATION SHALL BE CONDUCTED IN A COURTEOUS MANNER. THE MATERIAL IN THE CITY CLERK'S AGENDA PACKET WILL BE CONSIDERED AS

PART OF THE RECORD. THE APPLICANT WILL MAKE THE FIRST PRESENTATION, FOLLOWED BY PRESENTATIONS FROM ANY INTERESTED PERSON. THE ELECTED OFFICIALS MAY SET REASONABLE TIME LIMITS FOR SPEAKERS. THE HEARING WILL THEN BE CLOSED AND THE MATTER DECIDED. THE ELECTED OFFICALS MAY DIRECT THE CITY ATTORNEY TO PREPARE A RESOLUTION REFLECTING THEIR DELIBERATIONS WHICH WILL BE CONSIDERED AT A FUTURE MEETING.

QUASI-JUDICIAL CONSENT AGENDA

ITEMS INCLUDED UNDER THE CONSENT AGENDA ARE SELF EXPLANATORY AND ARE NOT EXPECTED TO REQUIRE REVIEW OR DISCUSSION. ITEMS WILL BE ENACTED BY ONE MOTION. IF DISCUSSION IS DESIRED, THAT ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

Quasi-Judicial Consent Agenda
- None

Quasi-Judicial Items - None

Comments by Council Members

Public Requests of the Council Concerning Municipal Affairs

Plantation City Council Meeting Agenda

Notice of City Council Meeting

Wednesday, March 8, 2017 ~ 7:30 PM

City of Plantation
City Council Chambers

Subject:

Settlement of Workers' Compensation Claim

Summary:

This sensitive case involves the final settlement of a former City employee and his workers' compensation claim. Because of HIPPA laws the employee's name and specific medical information are withheld.

Prepared By:

Pamela Ponce de Leon

ATTACHMENTS:

Description	Upload Date	Type
Cover memo	3/2/2017	Cover Memo

CITY OF PLANTATION
INTEROFFICE MEMORANDUM

TO: Mayor & City Council Members

FROM: John A. McCarthy, Risk Manager

RE: Settlement of Workers' Compensation Claim

DATE: February 28, 2017

This sensitive case involves the final settlement of a former City employee, and his Workers' Compensation claim. Because of HIPPA laws the employees name and specific medical information are withheld.

On the date of 2/28/13 the employee injured his left shoulder and knee back while performing his duties as a mechanic with the City's Public Works Department. Because of these injuries, and other medical issues not related to his workers comp case the employee was no longer able to perform his full time duties as a mechanic. With that said, because of the potential future medical exposure and other related expenses, Risk Management and our Workers' Compensation Attorney, David Schweiger through Bruce Johnson's office, feel that the proper direction in this case would be for the City at this time to tender the remaining portion of it's deductible of $90,000 under the City's Workers' Compensation Insurance with the Florida League of Cities. This case would then be settled all-inclusive with Florida League of Cities excess insurance. The City would have no further obligation.

This settlement would include all present and any future medical claims that arise and his attorney fees. A full release would be signed by the employee and his legal counsel. In view of the City's exposure for past, present and future indemnity benefits, as well as future medical benefits, I recommend that City Council approve this settlement request.

Should you have any questions, please feel free to contact me at 954-797-2224.

Plantation City Council Meeting Agenda | **Notice of City Council Meeting** | **Wednesday, March 8, 2017 ~ 7:30 PM**

City of Plantation
City Council Chambers

Subject:

Request for authorization to issue a purchase order to Plantation Ford in the amount of $246,334.98 for the supply and delivery of (2) 2017 Ford F-550 Crane Trucks

Item Description:

The (2) F-550 crane trucks are needed to perform various duties for the Utilities Department that requires a crane to lift equipment and material. One (1) truck will replace an older truck that was removed from service earlier this year, it was an unsafe unit to drive and will be auctioned. The second truck will be put into the Utilities Plant Maintenance Fleet to facilitate various treatment plant and lift station work. This truck will replace an older flatbed truck which will be re-purposed as a pool/transfer fuel truck for all field services on an as needed basis.

The Procurement Section solicited bids in response to ITB No. 004-17 for the Supply and Delivery of (2) 2017 Ford F-550 Crane Trucks pursuant to Sections 2-226(c) and 2-220(e) of the City Code. The solicitation incorporated the City's local business preference requirements pursuant to Section 2-227 of the Code. On February 21, 2017 two (2) sealed bid proposals were opened. A copy of the (2) bid submittals are attached for your review.

The numerical results are as follows:

1. Plantation Ford $246,334.98
2. Gator Ford Truck Sales No Bid Form Submitted (Non-Responsive)

Procurement staff performed an evaluation of the bid proposals to determine submittal responsiveness. After careful consideration of all information provided by each bidder, Procurement Division staff concluded Plantation Ford has submitted the lowest responsive bid.

Utilities Department staff performed an evaluation of the lowest, responsive bid to determine if the bid submittal was responsible (met all the required specifications required in the bid documents). After careful review and consideration of all information provided, Utilities Department staff has concluded that Plantation Ford bid submitted the lowest, responsible bid proposal.

Based upon the foregoing bid evaluation, Utilities and Procurement staff recommends approval award a purchase order to Plantation Ford, for the Supply and Delivery of (2) 2017 Ford F-550 Crane Trucks in the amount of $246,334.98.

Funding:

440-0000-166-9001

The Utilities Department budgeted $270,000.00 in FY 16/17 for the purchase of these vehilcles

Amount:

$246,334.98

Finance Director/Budget Manager Recommendation:

FY2017 Utilities budgeted $270,000 for the purchase of one (1) F-550 crane truck ($150,000); and one (1) crane truck for plant maintenance ($120,000).

Prepared By:

Charles Spencer

ATTACHMENTS:

Description	Upload Date	Type
Plantation Ford Bid	2/28/2017	Backup Material
Gator Ford Truck Bid	2/28/2017	Backup Material
Original Bid Documents	2/28/2017	Backup Material

Bid Form
CITY OF PLANTATION

Company's Name: PLANTATION FORD

Address: 707 N. 441 PLANTATION FL 33317

Email: MKIRWAN@PLANTATIONFORD.COM

Print Name: MICHAEL KIRWAN

Phone No.: 954-797-3773

Fax No.: 954-797-3780

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: [Supply and Delivery of (2) 2017 Ford F-550 Crane Trucks
ITB No. [004-17]
City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

A. Bidder has examined copies of all the Contract Documents and of the following Addenda: (if any addenda have been issued)

DATE: 02/17/2017

ADDENDA NUMBER:

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid amount.

Qty.	Description	Unit Price	Extended Price
2	2017 FG5 660A Ford F-550 2WD Reg Cab Chassis 169" wheel base	$123,167.49	$246,334.98
		Bid Base Total:	$246,334.98
In Words:	Two Hundred Forty Six Thousand Three Hundred Thirty Four Dollars, 98/100		

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in

writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to returned as provided herein.

SUBMITTED ON: 20 02\17\2017

SIGNATURE OF BIDDER: Michael Rinaldi

TITLE (if any): FLEET SALES MGR.

ADDRESS: PLANTATION FORD
707 N. ST. ROAD 7
PLANTATION FL. 33317

Incorporated under the laws of the State of Florida.

[46]9001-14001

CNGP530 VEHICLE ORDER CONFIRMATION 02/16/17 10:19:40

==> Dealer: F24041

2017 F-SERIES SD Page: 1 of 2

Order No: 9999 Priority: D2 Ord FIN: QA720 Order Type: 5B Price Level: 755

Ord PEP: 660A Cust/Flt Name: CITY OF PLAN PO Number:

		RETAIL	DLR INV
F5G	F550 4X2 CHAS/C	$38840	$36703.00
	169" WHEELBASE		
Z1	OXFORD WHITE		
A	VNYL 40/20/40		
S	MEDIUM EARTH GR		
660A	PREF EQUIP PKG		
	.XL TRIM		
572	.AIR CONDITIONER	NC	NC
	.AM/FM STER/CLK		
99T	6.7L V8 DIESEL	8685	7991.00
44W	6-SPEED AUTO	NC	NC
TFB	.225 BSW AS 19.5		
X8L	4.88 LTD SLIP	360	332.00
68M	PAYLD PLUS UPGR	1155	1063.00
90L	PWR EQUIP GROUP	915	841.00
52B	BRAKE CONTROLLR	$270	$249.00
61J	JACK	55	51.00
62R	TRANS PTO PROV	280	257.00
63B	CLN IDLE DECAL	NC	NC
65Z	AFT AXLE TANK	NC	NC
794	PRICE CONCESSN		
	REMARKS TRAILER		
872	RR CAM & PREP K	415	381.00
	SP DLR ACCT ADJ		(2062.00)
	SP FLT ACCT CR		(1417.00)
	FUEL CHARGE		23.90
B4A	NET INV FLT OPT	NC	7.00
	DEST AND DELIV	1295	1295.00

		RETAIL	DLR INV
	TELE TT MIR-PWR		
	JOB #2 BUILD		
17F	XL DECOR PKG	220	203.00
18B	PLAT RUNNING BD	320	295.00
	LESS TPMS		
	19500# GVWR PKG		
425	50 STATE EMISS	NC	NC
TOTAL BASE AND OPTIONS		52810	46212.90
TOTAL		52810	46212.90

THIS IS NOT AN INVOICE

TOTAL PRICE EXCLUDES COMP PRICE ALLOW

* MORE ORDER INFO NEXT PAGE *

F8=Next

TOTAL $52810 $46212.90

THIS IS NOT AN INVOICE

TOTAL PRICE EXCLUDES COMP PRICE ALLOW

DEALER ADD ON'S
BODY QUOTE PER SPEC'S
ON IMT BODY BY OT
EQUIPMENT
3RD KEY
WINDOW TINT
FORD F550 PER SPECS

TOTAL PER UNIT
123,167.49

TOTAL BASE AND OPTIONS 52810 46212.90

F1=Help F2=Return to Order F3/F12=Veh Ord Menu F7=Prev

F4=Submit F5=Add to Library F9=View Trailers

S099 - PRESS F4 TO SUBMIT QC04989

EQUIPMENT QUOTE

QUOTE NUMBER: PLAN094975
Date Created: 2/2/2017
Updated: 2/2/2017

PREPARED FOR:	YOUR QT CONTACT:
Mike Kirwan (954) 584-2400 mkirwan@plantationford.com Plantation Ford 707 N State Rd 7 Plantation, Florida 33317	Chris Ross IMT Equipment Specialist (813) 394-9932 (cell) (330) 724-3386 (fax) cross@qtequipment.com

DOMI

Thanks for the opportunity to earn your business!

EQUIPMENT	DESCRIPTION
Chassis	F550
Crane Body	DOMINATOR 1: IMT Series 3 Crane Body. Heavy duty galvannealed steel construction with standard right rear crane mount. 21" workbench bumper with through compartment, 1/4" plate work surface and recess for pintle hitch and hitch receiver tube. Electrical system is fully integrated and sealed incorporating an automotive style harness system with power and function distribution box. Body Primed and Painted. Standard Paint unless otherwise stated is Sherwin Williams Genesis. Inside of compartments are painted with IMT compartment coating and understructure is undercoated. Body to have black spray in bed liner covering top of sidepacks, loadspace, and top of workbench bumper. Designed to accept an IMT crane with a maximum lift of 7500 or less. - CONFIGURATION: 11' Body with 44" high compartments with the right compartment raised to 60". - INCLUDED: - Body Installation Kit for 19,500 GVW Chassis - 10" Fold Down Tailgate with single hand latch - Light Kit. LED High Intensity Compartment Lights and (2) LED work lights - Install electrical harness - ICC Safety Kit - Oil Reservoir - Electronic Speed Control
Telescopic Crane	IMT Model 7500 Series 3 Telescopic mechanic field service crane. 5 Sided Penta Boom design. Double acting cylinders with integral holding and/or counterbalance valves. Four section remote control valve. Fully proportional radio remote control (all 4 functions) unless otherwise stated. Planetary Winch boom mounted 60 ft/min. Flip sheave boom tip. Return

	filters, snatch block, anti-two-block device. Hydraulic overload shutdown system, decals and mounting kit. Crane is factory painted white with Axalta Imron Elite unless otherwise stated. Max Lift: 7500 lbs. Max Reach: 21' Rotation: 400 Degrees Rating: 47,000 ft/pound INCLUDES: - Cradle Style Boom Support with Limit Switch - Single Proportional Radio Remote - LED Overload Indicator Lights - (1) Short and (1) Long Radio Elimination Cable - Additional Chassis Leaf Spring Kit
Compressor	Boss Air BA435HA Reciprocating Compressor Setup: - Includes hydraulic motor - Control valve - Integrated hydraulic oil coolers - 20-23 Gallon receiver tank - Hose reel kit - 1/2" X 50' w/guide - High Pressure filters - Regulator Valve - 1/2" moisture separator/regulator/oiler - 35 CFM @ 100 psi. Weight 200 lb. - All Air Lines Crimped
PTO / Pump	Hot shift PTO with single section hydraulic pump and selector valve kit.
Shelving Package	11' Standard Shelving Package, Toolbox and Bolt Bin: (1) Drawers painted 26W 2-5/1-7/5-3 41H (3) Shelves in Vertical Compartments (1) Shelf in Horizontal Compartments (1) Tank Bracket - 2 Bottle RV1 (1) D(II)-divider kit-Dom 18.5D x56H (1) 16-Drawer Bolt Bin
Outriggers	Rear Power Out Power Down Outriggers for IMT Dominator 1 Series 3 Body. Left and Right front pullout outriggers.
Warranty	Standard 1 Year Warranty
Paint	Sherwin Williams Genesis Paint. Color Category: White. Paint Code:
Misc.	Bolt bin located in RV2 51721155 Generator KIT-HYD 6.0 KW

Accessories

Quantity	Accessory - Part No	Accessory - Description

EQUIPMENT QUOTE

QUOTE NUMBER: PLAN094975
Date Created: 2/2/2017
Updated: 2/2/2017

Quantity	Accessory - Part No	Accessory - Description
1	8892200	Four Corner external mount strobes. Can be mounted on body or chassis in any location. Comes in Amber.

EQUIPMENT QUOTE

QUOTE NUMBER: PLAN094975
Date Created: 2/2/2017
Updated: 2/2/2017

Your Price: $76,990.68

Your Price does not include any taxes that may apply.
Monthly Rental is 6 Month Minimum with approved credit. See Rental Agreement for details.
This quote is good for 30 days. Any changes in equipment, pricing or terms must be in writing and accepted by both parties. Verbal agreements or changes can not be honored.
Delivery is FOB Lakeland, Florida unless otherwise stated.
Terms are COD 10% Down Payment Required.

CUSTOMER SIGNATURE: _____ DATE: _____

Our Not So Fine Print:

Warren Buffett says it best: *"Price is what you pay, value is what you get."* We are committed to providing you with the most profitable service equipment to own. **With your acceptance of this quote, QT Equipment legally binds itself to deliver to you:**

- **Clear communication of delivery dates.** Your equipment will never be delayed by factors within our control.
- **Factory support from IMT for the life of your equipment.** IMT is part of the Oshkosh Corporation, a $5+ Billion, financially sound, global manufacturer of severe duty trucks and equipment.
- **Equipment that is fully tested by our most experienced service technicians** to perform without defect at published maximum capacity before delivery.
- **Factory standard wiring** that exactly matches wiring diagrams found in manuals.
- **Critical parts available to ship same day.**
- **In house technical support** available 7AM – 5PM Eastern every regular work day.

Although I have 100% confidence in every one of our salesmen, **if you have a concern that you believe I should address, please contact me.** My cell phone is 330-608-8980 and email is danroot@qtequipment.com.

Thank you for the opportunity to earn your business.

Dan Root
President

EXPORT CONDITONS: All quotations are contingent upon compliance with all of the export laws and regulations of the United States. If any such law or regulation cannot be complied with, or if this equipment is prohibited from being exported at any time by the United States Government, this quotation and/or subsequent order(s) received or accepted become null and void.

Florida Department of State

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
HOOLEY FAMILY MANAGEMENT, INC.

Filing Information

Document Number	H14856
FEI/EIN Number	59-2441916
Date Filed	08/01/1984
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	04/05/2005
Event Effective Date	NONE

Principal Address

707 NORTH ST RD 7
PLANTATION, FL 33317

Changed: 04/16/1996

Mailing Address

707 NORTH ST RD 7
PLANTATION, FL 33317

Changed: 04/16/1996

Registered Agent Name & Address

HOOLEY, MICHAEL EJR
707 N STATE RD 7
PLANTATION, FL 33317

Name Changed: 03/10/2005

Address Changed: 04/28/2004

Officer/Director Detail

Name & Address

Title VPT

HOOLEY, PATRICIA A
707 N. STATE ROAD 7
PLANTATION, FL 33317

Title PS

HOOLEY, MICHAEL EJR
707 N. STATE ROAD 7
PLANTATION, FL 33317

Title AS

HOOLEY, PATRICIA A
707 N. STATE ROAD 7
PLANTATION, FL 33317

Annual Reports

Report Year	Filed Date
2015	02/13/2015
2016	03/14/2016
2017	01/09/2017

Document Images

01/09/2017 -- ANNUAL REPORT	View image in PDF format
03/14/2016 -- ANNUAL REPORT	View image in PDF format
02/13/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
03/13/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
03/24/2011 -- ANNUAL REPORT	View image in PDF format
03/27/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
04/25/2008 -- ANNUAL REPORT	View image in PDF format
04/24/2007 -- ANNUAL REPORT	View image in PDF format
08/04/2006 -- ANNUAL REPORT	View image in PDF format
04/26/2006 -- ANNUAL REPORT	View image in PDF format
04/05/2005 -- Amendment	View image in PDF format
03/10/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
03/31/2003 -- ANNUAL REPORT	View image in PDF format
02/04/2002 -- ANNUAL REPORT	View image in PDF format
02/05/2001 -- ANNUAL REPORT	View image in PDF format
01/18/2000 -- ANNUAL REPORT	View image in PDF format
04/14/1999 -- ANNUAL REPORT	View image in PDF format
03/26/1998 -- ANNUAL REPORT	View image in PDF format
04/07/1997 -- ANNUAL REPORT	View image in PDF format
01/29/1997 -- AMENDMENT	View image in PDF format
04/16/1996 -- ANNUAL REPORT	View image in PDF format
01/26/1995 -- ANNUAL REPORT	View image in PDF format

Previous on List Next on List Return to List
Filing History
Fictitious Name Search
Submit

Fictitious Name Detail

Fictitious Name

PLANTATION FORD

Filing Information

Registration Number	G00060900204
Status	ACTIVE
Filed Date	03/01/2000
Expiration Date	12/31/2020
Current Owners	2
County	BROWARD
Total Pages	4
Events Filed	3
FEI/EIN Number	59-2441916

Mailing Address

707 NORTH STATE ROAD 7
PLANTATION, FL 33317

Owner Information

HOOLEY FAMILY MANAGEMENT, INC.
707 N STATE RD 7
PLANTATION, FL 33317
FEI/EIN Number: 59-2441916
Document Number: H14856

HOOLEY, MICHAEL E.
707 NORTH STATE RD. 7
PLANTATION, FL 33317
FEI/EIN Number: NONE
Document Number: NONE

Document Images

03/01/2000 -- REGISTRATION	View image in PDF format
12/07/2015 -- Fictitious Name Renewal Filing	View image in PDF format
11/27/2010 -- Fictitious Name Renewal Filing	View image in PDF format
01/31/2005 -- RENEWAL	View image in PDF format

Previous on List Next on List Return to List
Filing History
Fictitious Name Search
Submit

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

DEALER ~~Contractor~~: PLANTATION FORD

By (sign): Michael Kirwan FLEET SALES MGR.

Print Name: MICHAEL KIRWAN

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20___.

Notary Public, State of _____

Sign: _____
Print: _____
My Commission Expires: _____

[29]9001-14001

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

Preference must be given to CONTRACTORS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Michael Kirwan
Signature

MICHAEL KIRWAN
Printed Name

PLANTATION FORD
Company Name

02/1/2017
Date

[27]9001-14001

CITY OF PLANTATION

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for [ ].

2. This sworn statement is submitted by [ ] (entity submitting sworn statement), whose business address is[ ] and its Federal Employer Identification Number (FEIN) is [ ]. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: [ ]).

3. My name is [ ] (please print name of individual signing), and my relationship to the entity named above is [ ].

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a) A predecessor or successor of a person convicted of a public entity crime; or
   b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

[ ] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

[ ] There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

[ ] The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

[ ] The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[ ] (Signature) Michael Zinman

[ ] (Date) 02/21/2017

STATE OF FLORIDA

COUNTY OF BROWARD COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Michael Kaven, who, after first being sworn by me, affixed his/her signature in the space provided above on this 21 day of Feb, 2017.

(Notary Public)

My Commission Expires: (seal)

[28]9001-14001

JOSEPH WILLIAM WHITE III
MY COMMISSION #FF084799
EXPIRES March 1, 2018
(407) 398-0153 FloridaNotaryService.com

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
Michael Kirwan	

Witnesses:

Alex R OSCAVICH.
Typed name:

Typed name:

Bidder PLANTATION FORD
By: Michael Kirwan
Name: MICHAEL KIRWAN
Title: FLEET SALES MGR.

STATE OF) Fl
COUNTY OF) Brwd

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Michael - Kuhn, known to be the persons described in or who has produced Per Know as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of Feb, 2017.

Notary Public, State of Fl

Sign: [signature]
Print: Joseph Willa White III
My Commission Expires:

JOSEPH WILLIAM WHITE III
MY COMMISSION #FF084799
EXPIRES March 1, 2018
FloridaNotaryService.com
(407) 398-0153

[30]9001-14001

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

Name: Alex Gscanich

Name: Sheila J. Parke

By: Michael Kirwan

Name: MICHAEL KIRWAN

Title: FLEET SALES MGR.

NA

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror herto has executed this Proposal Form this _____ day of _____, 20__.

_____
Printed Name of Firm

By: _____
Signature of Owner

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Offeror herto has executed this Proposal Form this 17 day of FEBUARY. 2017.

DBA PLANTATION FORD

HOOLEY FAMILY MANAGEMENT, INC.
Printed Name of Corporation

FLORIDA
Printed State of Incorporation

By: _____
Signature of President or other authorized officer

MICHAEL E. HOOLEY JR
Printed Name of President or other authorized officer

707 N. 441
Address of Corporation

PLANTATION FL. 33317
City/State/Zip

954-584-2400
Business Phone Number

HOOLEY FAMILY MANAGEMENT INC

(CORPORATE SEAL)

ATTEST

By _____
Secretary

State of FL
County of Broward

The foregoing instrument was acknowledged before me this 17 day of FEBUARY 2017, by Michael E Hooley SV (Name), owner (Title) of Plantation Ford (Name of Company) on behalf of the corporation, who is personally known to me or who has produced Pers Known as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

Joseph White III
(Name of Notary Public: Print, Stamp, or type as Commissioned)

JOSEPH WILLIAM WHITE III
MY COMMISSION #FF084799
EXPIRES March 1, 2018
(407) 398-0153 FloridaNotaryService.com

Revised 9/2014

STATE OF) FL
COUNTY OF) Grnd

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Michael Kraus, known to be the persons described in or who has produced Per known as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of Feb, 2017.

Notary Public, State of _____

Sign: [signature]
Print: Joseph William White
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
JOSEPH WILLIAM WHITE III
MY COMMISSION #FF084799
EXPIRES March 1, 2018
(407) 398-0153 FloridaNotaryService.com

[64]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: 02\17\2017

Signed: Michael Kirwan

Printed Name of Signor: MICHAEL KIRWAN

Title of Signor: FLEET SALE'S MGR.

Name of Firm: PLANTATION FORD

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in section 2-220(b) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), 2-220(e) (sealed bids in response to an invitation to bid), and 2-220(f) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars ($3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

(c)

Disclosure. The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars ($3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments.

(d)

Exceptions. The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:

(1)

Goods or services provided under a cooperative purchasing agreement or interlocal agreement;

(2)

Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;

(3)

Purchases made or contracts let under emergency or noncompetitive situations;

(4)

Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in section 2-226(b) (which is currently three thousand five hundred sixty-nine dollars ($3,569.00)) and as may be increased or decreased by authorized adjustments;

(5)

Purchases or contracts procured utilizing procurement processes set forth in section 2-220(b) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,

(6)

Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.

(e)

The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.

(f)

The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

(g)

The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: GATOR FOOD TRUCK

By (sign): Don Fisch COMMERCIAL ACCOUNT MGR

Print Name: Don Fisch

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Don Fisch, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of February, 20 17

Notary Public, State of Florida

Sign: Patricia S Fraiser

Print: Patricia S Fraiser

My Commission Expires: 6/26/17

Patricia S Fraiser
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF031281
Expires 6/26/2017

[29]9001-14001

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

Preference must be given to CONTRACTORS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Commercial Account Mgr — Don Fisch

Signature — Printed Name

Gator Ford Truck — 20 Feb 17

Company Name — Date

[27]9001-14001

IMT Dominator I Series 3

Body Construction:
11' Heavy duty galvannealed steel crane body with master lock system and right rear crane mount.
21" Workbench bumper with 14"through compartment. Recessed for pintle hook, "D" rings, and trailer light receptacle.
6 recessed cargo tie downs and 2 rear mounted grab handles.

Tailgate:
10" Fold down tailgate with single latch.

Door:
14 Gauge galvannealed steal
3 Point locking rotary T-handle style latch
Stainless Steel Hinges

Light Kit Designation:
(9) LED Compartment Lights
(4) LED Work Lights-2 Front/2 Rear

Headache Rack
ICC Safety Kit & Backup Alarm

Air Compressor:
Boss BA435 (35CFM @ 100 PSI)
1/2" Moisture Seperator / Regulator / Oiler
Hose Reel Kit - 1/2" x 50' with Guide
Air Tank Mounted Under Body, Painted Black

Generator:
Getec HM-620 6,200 Continuous

Compartments:
Left Hand Side [Driver Side / Street Side]
LV1 Compartment:
26"W x 41"H With Rollout Drawers (2)5", (1)7", (5)3"

LV2 Compartment:
13"W x 41"H With Rollout Drawers (2)5", (1)7", (5)3"
LH-H Compartment:
Slide Out Tray w/ 46.5" Adjustable Shelf

LV-R Compartment:
(3)19" x 25.5" Adjustable Shelves

Right Hand Side [Passenger Side / Curb Side]
RV1 Compartment: Raised to 60"
Oxy/Acet tank brackets mounted in vented compartment.
(3)19" x 11.5" Adjustable Shelves

RV2 Compartment: Raised to 60"
(3)19" x 17.5" Adjustable Shelves

RH-H Compartment:
Slide Out Tray w/ 46.5" Adjustable Shelf

RV-R Compartment:
Crane base, crane controls, filters, gauges, air hose reel

7500 Telescopic Service Crane:
7,500 lbs Rating
400 Degree Rotation
Double Acting Cylinders with Integral Holding and/or Counterbalance valves
Four Section Remote Control Valve
Fully Proportional Radio Remote Control with Radio Elimination Cable
Boom Mounted 60 ft/min Planetary Winch
21' Boom Length
Adjustable Boom Support
Crane Hook and Snatch Block
Anti-two-block Device
Hydraulic Overload Shutdown System

Stabilizer Construction:
Rear Power Out and Down.
Front Pull Out / Drop Down

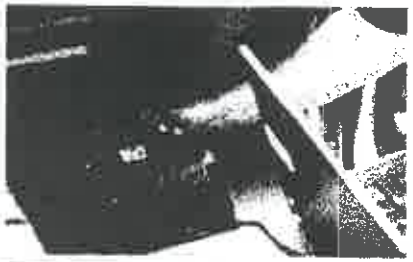
Hydraulic System:
30 Gallon Oil Reservoir

Body Options instead of RF 1st and 2nd Raised:
LF 1st and 2nd Raised to 60"
RF & LF 1st and 2nd Raised to 60"
All Raised Except Crane Compt:

Installed at IMT, Garner Iowa, on Customer supplied chassis
FOB

7906 Baseline Court Tampa, Florida 33637 (813)988-7015 john@ersflorida.com

CONTROL YOUR UPFIT WITH SMART LOGIC.



WHAT YOU GET.

The .exe program to modify and input your code for programming and delivering a smart upfit to your customer. Plus, unlike aftermarket upfitter modules currently on the market, the Upfitter Interface Module (UIM)[1] is warranted by Ford[2] and will not interrupt the Computer Area Network (CAN) data. In a 2017 Super Duty® equipped with the new UIM, the UIM and blunt cut harness consist of:

- Downloadable software to configure the UIM
- 10 configurable inputs:
  Inputs 1 through 9 offer
  – Mechanical-Latching (toggle-switch) or Momentary: software-toggle (push-on, push-off)
  – Active High or Active Low
  Input 10 offers
  – (9) Mechanical-Latching (toggle-switch) or Momentary: software-toggle (push-on, push-off)
  – (1) Active Low (fixed)
- 7 low-side driver output pins
- 8 high-side driver output pins
- Various CAN signals (descriptive names in configuration software)
- 3' long wires with UIM connectors

NOTE: You must use external relays to drive/control any equipment. The UIM module cannot provide high-current output control.

WHAT YOU DO.

Step 1: Locate the UIM under the glove box above the hush panel. It comes with 3' harness connections for both input and output connectivity.

Step 2: Connect your laptop via the USB port and program the UIM with your logic control configuration.

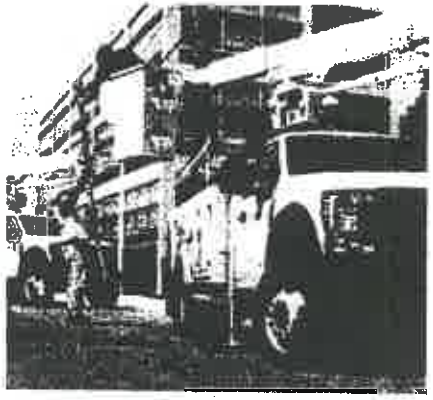
HOW YOU'LL BENEFIT.

The UIM gives you the ability to deliver a finished upfit, complete with "smart controls," that will better satisfy the needs of your customer. Plus, by having certain parameters programmed to automatically react to the vehicle's CAN data, it helps to reduce the chance of user error that could damage the upfit. See the examples at right.

For more info: **fleet.ford.com/partsandservice/upfitter-interface**

[1]Available feature. Fleet only on Pickups. [2]Covered by New Vehicle Limited Warranty. Please ask your Ford Dealer for a copy of this limited warranty. Body manufacturers are responsible for compliance certification of the completed vehicle. The Ford New Vehicle Limited Warranty and any government certification made by Ford shall cover only the vehicle as manufactured by Ford and shall not extend to any addition (hardware or software), modification or change of, or to, the vehicle by the Ford Authorized Pool Account.

©2016 Ford Motor Company • 17FSDUIMHC • Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. • See the Order Guide for availability and restrictions. Vehicles may be shown with optional equipment. • Information is provided on an "as is" basis and could include technical, typographical or other errors. Features may be offered only in combination with other options or subject to additional ordering requirements/limitations. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness of the information, materials, content, availability, and products.



FOR EXAMPLE:

LOW-COMPLEXITY SOLUTION
Having a salt spreader stop whenever the driver leaves the vehicle. With the smart logic control of the UIM, the spreader can be programmed to disengage if the following parameters are met: vehicle enters either Park or Neutral, the driver door is open AND the safety belt is unbuckled. Instead of the driver having to remember to flip the spreader switch to Off, it will automatically disengage if these conditions are met.

MEDIUM-COMPLEXITY SOLUTION
Varying a salt spreader speed based on vehicle speed. By programming the module to different conditions – say "Salt spreader Speed 1 below 3 mph" and "Salt spreader Speed 2 between 4 and 10 mph," the module automatically outputs that data to the spreader based on CAN data from the vehicle – telling it to be at Speed 1 or Speed 2 based on vehicle speed. No input is needed from the driver.

HIGH-COMPLEXITY SOLUTION
Preventing the operation of a mechanical device when certain vehicle conditions are not in range. Say you have a front-mounted auger – you can program the module to monitor these critical parameters: vehicle in Park or Neutral, engine status, and operator safety engaged. The auger will only operate while all parameters are in a normal mode. If the UIM detects an out-of-range condition, the auger will switch to Off automatically.

2017 FORD F-550 Crane Truck

(Utilities Department)

Vehicle shall be lasted production model and never used as demonstrator. It shall be equipped with all standard equipment and include the following.

2017 F5G 660A Ford F-550 2WD REG CAB Chassis 169" wheel base

Exterior Oxford White / Interior Gray Vinyl

- **6.7L Diesel engine with 6-speed automatic transmission with 4.10 axle ratio**
- **PTO Provision**
- **Rear back up camera**
- **Power door locks and windows, Power side mirrors with manual telescoping feature**
- **Dark tinted windows**
- **All weather floor mats**
- **Remote keyless entry with 3 keys & Fobs**
- **Black Platform cab steps/running boards**
- **Electric Trailer brake controller**
- **Whelen hide away strobes in the 4 corners and 2 rear externally mounted amber/white strobe modules**
- **2017 Ford F-550 Crane Truck shall have a 19,500 GVW chassis rating**

The specifications identified in the bid documents represent the City's quality of standards as it relates to the vehicle/equipment in question. The City will accept an equivalent crane, body and compressor to the one identified in the bid specifications for the 2017 Ford F-550 Crane Truck.

When bidding on an "or equal" Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains. All deviations from the

Extension Boom Assembly

The extension boom assembly shall consist of two telescoping extensions that extend no more than 114" (289.56 cm). They shall be powered by a single, double-rod cylinder. The first (or larger) extension boom shall travel no more than 60" (152.4 cm) and the second shall travel no more than 54" (137.16 cm). Manual extension shall not be permitted. The second extension shall have a flip-sheave style boom tip that can rotate up to reduce the boom tip height 8" (20.32 cm). On the boom tip, there shall be a device commonly known as an anti-two-block for a "two-blocking damage preventive feature" to prevent damage to the boom tip, wire rope or snatch block. This device shall deactivate the winch up function, the boom down function and the extension boom out function should the snatch block (double line) or down haul weight (single line) get close to the boom tip.

Cylinder Characteristics

The crane shall have the following cylinder characteristics in order for the crane to function as specified previously:

Lower Boom Cylinder

A single lower boom cylinder shall actuate the lower boom. This cylinder shall have, at a minimum, a 4.25" (10.8 cm) bore, a 2.25" (5.72 cm) diameter rod, and a 25.06" (63.65 cm) stroke. The cylinder assembly shall also include a counterbalance valve to prevent boom lowering should a hose break. Additionally, it shall include a pressure transducer as part of an electronic load limiting system (ELLS) with a 4.25:1 burst and 2.1:1 column safety factor.

Extension Cylinder

A single, double-rod extension cylinder shall actuate both extension booms and be located inside of the extension booms. This cylinder shall have, at a minimum, a 2.0" (5.08 cm) bore and 1.5" (3.81 cm) diameter rods. The stroke of the first extension shall be no greater than 60" (152.4 cm) and the stroke of the second extension shall be no greater than 54" (137.16 cm). This cylinder assembly shall also include a counter balance valve to prevent boom lowering should a hose break or other hydraulic failure.

Cylinder Holding Valves

The holding sides of all cylinders shall be equipped with integral mounted counterbalance valves to prevent sudden cylinder collapse in case of hose break or other hydraulic failure.

Cylinder Porting

All cylinder ports on the lower boom and extension cylinders shall facilitate O-ring type fittings. National pipe thread ports or fittings will not be acceptable.

Crane Control System

The crane controls system shall be a radio remote system comprised of a radio transmitter and receiver. The transmitter shall be a "pistol grip" style that contains two mini-joysticks for crane functions, toggle switches for engine remote start/stop, engine speed control and compressor on/off, LED lights for transmitter and receiver communication, LED light for error code indication, LED light for transmitter battery life and LED lights for crane capacity consumption indication. The transmitter will be powered by 4 AA alkaline batteries.

Crane Rotation System

The crane shall rotate by means of a rotation bearing driven by an external worm gear and hydraulic motor. The worm drive shall be self-locking, which precludes the use of a counterbalance valve.

CONSTRUCTION MATERIALS

Pinned Connection

A pinned connection is considered to be any hinge point on the crane, i.e., the lower boom to mast connection or the lower cylinder to lower boom connection. All pins shall be chrome-plated for corrosion resistance.

Pin Retention

All hinged pins shall be positively locked into the booms to prevent inadvertent pin rotation.

Base Assembly

The base shall be made from a single casting. The casting shall be manufactured from ductile iron certified to 45,000 psi (3102.6 bar) minimum yield strength. It shall mount a rotation bearing driven by an external worm gear and hydraulic motor. Total reduction shall not be less than 85:1. For safety reasons, maximum rotation speed shall not exceed 2.25 revolutions per minute.

Mast Assembly

(25.91 m of 0.95 cm) diameter, 6 x 25 FW PRF LRL IWRC XIPS wire rope. The winch drum, wire rope assembly and all sheaves over which the wire rope passes shall be designed to ANSI B30.5 standard. The wire rope shall have a swaged end.

Structural Performance Standards

All structural elements of the crane shall be tested to SAE J1063 standard and certified to have passed.

Snatch Block

For maximum lift capacity, the boom and wire rope shall be designed to allow double line operation including the use of a snatch block. The sheave in the snatch block shall comply with ANSI B30.5 standard. To encourage switching between single and double line operation, the change-over shall be affected in one minute.

MINIMUM SPECIFICATIONS FOR RECIPROCATING AIR COMPRESSOR

Quantity of one (1) hydraulic drive above deck reciprocating air

Compressor to include the following as standard equipment:

- Single stage, air cooled, 4-cylinder, and pressure lubricated reciprocating air compressor. Fully assembled in the U.S.
- Aluminum compressor assembly for lighter weight and higher thermal efficiency. No cast iron compressor assembly acceptable.
- Capacity 35 CFM @ 100 PSI (150 PSI maximum) @ 1,400 input RPM.
- Direct coupled, gear-type hydraulic motor to compressor input shaft. No belt drive allowed.
- Hydraulic requirements are 10 GPM @ 1,850 PSI (2,400 PSI maximum).
- Compressor dry weight not to exceed 200 lbs.
- Dimensions: 26 ½"L x 19 ⅜"H x 19 ¾"W

The second vertical compartments shall have a single door. Adjustable shelving brackets are provided. The compartments shall be 44" H x 18-3/8" W x 22" D (111.8 cm H x 46.8 cm W x 55.9 cm D); 60" H (152.4 cm) with raised compartment options, nominal. The door opening shall be a nominal 38-3/4" H x 16-3/4" W (98.4 cm H x 42.5 cm W); 54-3/4" H (139.1 cm) with raised compartment options.

Horizontal Compartments

The horizontal compartment over the rear wheels shall have overlapping, double doors. Adjustable shelving brackets are provided. The compartments shall be 23-7/8" H x 50-3/8" W x 22" D (60.7 cm H x 127.9 cm W x 55.9 cm D); 39-7/8" H (101.3 cm H) with raised compartment options, nominal. The door opening shall be a nominal 21-1/2" H x 44-7/8" W (54.6 cm H x 114.0 cm W); 37-1/2" H (95.3 cm H) with raised compartment options.

Left Rear Vertical Compartment

The left rear vertical compartment shall have a single door. Adjustable shelving brackets are provided. The compartments shall be 44" H x 27" W x 22" D (111.8 cm H x 68.6 cm W x 55.9 cm D); 60" H (152.4 cm H) with raised compartment options, nominal. The door opening shall be a nominal 38-3/4" H x 18-3/8" W (98.4 cm H x 46.7 cm W); 54-3/4" H (139.1 cm H) with raised compartment options.

Right Rear Reinforced Crane Compartment

The right rear compartment shall be constructed from one piece 3/16" (4.8 mm) steel sides and a 1/2" (12.7 mm) steel top with reinforcing vertical plates welded perpendicular to the top plate. This compartment shall be structurally connected to the torsion box sub-frame and the stabilizer housing support members. The compartment shall incorporate a drip pan that routes any water that may enter through the crane mounting area, out of the compartment. This compartment shall have a single, forward swinging door, which shall incorporate crane cable control cable storage. The compartment shall be 44" H x 27" W x 22" D (111.8 cm H x 68.6 cm W x 55.9 cm D); 52" H (132.1 cm H) with raised compartment options, nominal. The door opening shall be a nominal 38-3/4" H x 18-3/8" W (98.4 cm H x 46.7 cm W); 46-3/4" H (118.7 cm H) with raised compartment options.

Finish Paint and Preparation

The body assembly shall be washed with a hot alkaline cleaner, phosphate coated and rinsed with a seal coat to prevent flash rusting. The body shall be baked dry, undercoated with a rubberized polyurethane undercoating and prime painted. The unit may be top coated with DuPont® Imron Elite paint to a total finish thickness of 2-3/4 to 3-1/2 □, then baked dry.

Other Features

- Electrical, 12VDC Multiplex System
- All 12VDC in-line wiring connections will utilize sealed, hinge lock connectors. Main power will be circuit protected at the source and will be activated via the multiplex system. Main power and ground cabling will be white GXL type wire and function labeled. All electrical function wiring that exit the Electrical Control Station will have their functions ink-jet printed onto white GXL type wire in three inch intervals. All 12VDC wire harnesses shall be over-braided with high temperature resistant vinyl coated nylon yarn. The harness will be black with yellow striping with a weave tightness of 12 picks / inch. All body lights shall be flush mounted and or recessed for protection.
- Electrical Control System – each 12VDC system shall be individually controlled by the switch panel processor. Activation will occur when the processor receives information an event has been initiated and that all interlock conditions have been met. It will then turn on the appropriate output on the power distribution module. All circuits are fuse protected as well as field effect transistor (FET) protected. The FET output will turn off when an over current situation occurs.
- The body shall include a body mounting kit.
- The body shall include USA DOT approved LED lights and reflectors with back-up alarm.
- The body assembly shall include molded rubber fender extensions fastened to the body with blind rivets.

The weight of the crane shall not exceed 1765 lb. (800.6 kg).

Crane Centers of Gravity

The horizontal and vertical centers of gravity in the stored position shall be given.

Vertical Center of Gravity

The vertical center of gravity of the crane in the stored position above the bottom of the crane base shall be no greater than 19.6" (49.78 cm) from the crane-mounting surface.

Horizontal Center of Gravity

The horizontal center of gravity, parallel to the long axis of the crane when the crane is in the stored position, from centerline of rotation, shall not be greater than 42.0" (106.68 cm).

Mounting Space Required

The mounting space required shall not exceed 20" x 21" (50.8 cm x 53.34 cm). The mounting hole pattern shall be the industry convention of a four-bolt pattern of 14.75" x 14.75" (37.47 cm x 37.47 cm) centers.

Optimum Pump Capacity

To ensure optimum crane performance, the hydraulic pump shall have an output of not less than 10-12 gpm (37.6 L/min – 45.4 L/min) and be capable of 3000 psi (206.8 bar) system pressure.

Crane Rotation

The crane shall be capable of rotating no less than 400° (6.98 rad) swing arc.

Lower Boom Elevation

The lower boom shall be capable of swinging through an arc of 10° (0.18 rad) below horizontal and 80° (1.4 rad) above horizontal. This articulation shall be made possible by a single 4.25" (10.8 cm) bore lift cylinder.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Gator Ford Truck Sales

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
11780 Tampa Gateway Blvd

Requester's name and address (optional)

City, state, and ZIP code
Seffner, Fl. 33584

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Employer identification number
5 9 - 3 0 2 6 1 6 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — Signature of U.S. person ▶ M Searcy, Controller — Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation

GATOR FORD TRUCK SALES, INC.

Filing Information

Document Number	P30913
FEI/EIN Number	59-3026161
Date Filed	09/11/1990
State	DE
Status	ACTIVE

Principal Address

11780 TAMPA GATEWAY BLVD.
SEFFNER, FL 33584-3038

Changed: 02/22/2008

Mailing Address

11780 TAMPA GATEWAY BLVD.
SEFFNER, FL 33584-3038

Changed: 02/22/2008

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 04/14/1992

Address Changed: 04/14/1992

Officer/Director Detail

Name & Address

Title P

KILCOYNE, DAVID F
11780 TAMPA GATEWAY BLVD.
SEFFNER, FL 33584-3038

Annual Reports

Report Year	Filed Date

2013	04/12/2013
2014	03/27/2014
2015	01/29/2015

Document Images

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State of Florida, Department of State

CITY OF PLANTATION

Invitation to Bid

COVER SHEET FOR BID

Project Title: Supply and Delivery of (2) 2017 Ford F-550 Crane Trucks; ITB NO. 004-17

Mandatory Pre-Bid Meeting	Yes [ ]	No [X]
If yes, Date: N/A Location: N/A	Time: N/A	
Bid Bond Required	Yes [ ]	No [X]
Performance Bond Required	Yes [ ]	No [X]
Liquidated Damages	Yes [ ]	No [X]
Department:	Procurement	
Contact person (contract issues):	Charles Spencer	
Address:	400 NW 73 Avenue, Plantation, FL 33317	
Telephone:	954 [797-2647]	
Department:	Procurement	
Contact Person (technical issues):	Charles Spencer	
Address	400 NW 73rd Ave, Plantation	
Telephone:	954 [797-2647]	
Today's date:	January 25, 2017	
Opening date:	February 21, 2017	
Opening time:	11AM	

[59]9001-14001

NOTICE TO BIDDERS
Invitation to Bid #004-17

CITY OF PLANTATION
PLANTATION, FLORIDA

The City of Plantation, Florida is soliciting bids for *Supply and Delivery of (2) 2017 Ford F-550 Crane Trucks*. The project will generally consist of, but is not limited to, the following:

Supply and Deliver of (2) 2017 Ford F-550 Crane Trucks as described in the bid documents

Proposals will be accepted until 11:00 am. on Tuesday, *February 21, 2017* , at City Hall, Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, at which time Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Bidder to insure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

Detailed specifications containing Instructions and Bid Forms may be obtained from Charles Spencer in the Procurement Division, 400 NW 73 Avenue, Plantation or through the Plantation website of www.Plantation.org. The bid may also be obtained from the web link http://ftp.plantation.org or www.Demandstar.com website. All questions may be addressed in writing to the [*Procurement Administrator, Charles Spencer*], 400 NW 73rd Avenue, Plantation Florida 33317. [*Charles Spencer*] can be reached at [*954-797-2647*], Monday through Friday, 8AM to 4PM, Email: [*espencer@plantation.org*].

[X] Proposals must be sealed and the INVITATION TO BID number and proposal title must be plainly marked on the outside of the envelope. *(check if necessary)*

[ ] Proposal Security: All Proposals shall include a surety bond in the form set forth in paragraph 6.4 **(and on the Bid Bond Form provided)** of the Instructions to Respondents. The Penal Sum of the surety bond shall be **(5%)** of the total proposal. *(check if necessary)*

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

Instructions to Bidders
Invitation to Bid # 004-17

1. Defined Terms:

Terms used in these Instructions to Bidders have the meanings assigned to them in the GENERAL CONDITIONS. The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Bidder: One who submits a Bid directly to OWNER, as distinct from a sub-Bidder, who submits a bid to a Bidder.

1.2 Successful Bidder: When the City utilizes an INVITATION TO BID, the award shall be made to the responsible bidder who submitted the lowest bid, taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID.

1.3 Contractor: The Bidder with whom OWNER enters into a Contract for the Work.

2. Copies of Bidding Documents:

2.1 Complete sets of the Bid Documents for the fee stated in the "Notice to Bidders" may be obtained from the City of Plantation – Procurement Division, or www.Demandstar.com.

2.2 Complete sets of Bid Documents shall be used in preparing Bids, neither OWNER nor the CITY REP that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

2.3 OWNER and CITY REP in making copies of Bid Documents available the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders:

No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to OWNER, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said OWNER, or who is deemed irresponsible or unreliable by OWNER. The City shall have no liability to any successful Bidder unless and until the City executes a contract with such successful Bidder.

OWNER shall also have the right, unless prohibited by law, to meet with one or more Bidder after bids are opened to ensure that all OWNER's expectations with respect to performance can be met and that the requirements and scope of the Contract Work are clearly understood.

4. Examination of Bid Documents and Site:

4.1 Before submitting a Bid, each Bidder(s) must (a) examine the Bid Documents thoroughly; (b) visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) familiarize themselves with Federal, State, and local laws, ordinances, Florida Building Code or other applicable construction codes, rules and regulations affecting the performance, cost, progress, or furnishing of the Work; (d) study and carefully correlate their observations with the requirements of Contract Documents, and (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Bidders should also note any references made to the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance, cost, progress or furnishing of the Work which have been relied upon by CITY REP in preparing the Drawings and Specifications, if any. OWNER will make copies of such surveys and reports, which are not bound into these documents, available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bid Documents.

4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article 4 and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

4.4 Any information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and CITY REP by owners of such Underground Facilities or others, and neither OWNER nor CITY REP assumes responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in SUPPLEMENTARY CONDITIONS.

4.5 SUPPLEMENTARY CONDITIONS, if any, may identify for limited reliance by the contractor certain specified technical data. These (as well as other documents) should be reviewed.

4.6 Before submitting a Bid, each Bidder will, at its own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine their Bid price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.

4.7 On request in advance, OWNER will provide each Bidder access to the site to conduct explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.8 The lands upon which the Work is to be performed, and the right-of-ways and easements for access thereto and other lands designated for use in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or construction operations are to be provided by the CONTRACTOR.

5. Interpretations and Addenda:

All questions about the meaning or intent of the Bid Documents shall be submitted to CITY REP in writing, with a copy to OWNER. Interpretations or clarifications considered necessary by CITY REP in response to such questions will be issued by Addenda mailed or delivered to all parties and recorded by OWNER'S Purchasing Department as having received the Bid Document. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the option of the OWNER. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

6. Bid Security:

6.1 A bid bond [ ] is [X] is not required for this bid. The amount and type of Bid Security is stated in the "Notice to Bidders" where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States

Treasury Department. The form of the bid security is set forth in paragraph 6.4

6.2 The Bid Security of the Successful Bidder will be retained until such successful Bidder and the OWNER have executed the Agreement and furnished the required insurance and Contract security [for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the later of a Notice of Award or demand to execute contract, unless such deadline is extended by the OWNER, the Bid Security of that Bidder will be forfeited.

6.3 The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until earlier of the seventh calendar day after the executed Agreement is delivered by OWNER to CONTRACTOR and the required Contract Security and insurance is furnished, or the ninety-first (91st) day after the Bid opening. Bid Security of other Bidders will be returned within twenty-one (21) calendar days of the Bid opening.

6.4 The Bid Bond or security shall contain the following language:
"Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension."

7. Contract Time:

The number of calendar days within which the Work is to be completed is specified in Article 3 of the Agreement. [*N/A*]

8. Subcontractors, Suppliers and Others:

8.1 OWNER requires the identity of major Subcontractors working on the project and Suppliers of unique material or products to be submitted to OWNER in advance of the Notice of Award the apparent Successful

Bidder. Any other Bidder requested by City in writing will, within seven (7) calendar days, submit to OWNER a list of all Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for portions of this Project. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualifications for each identified Subcontractor, Supplier, person and organization.

8.2 If OWNER or CITY REP after due investigation has reasonable objection any proposed Subcontractor, Supplier or other person or organization, may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder whose bid is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID or the code if none are provided in the INVITATION TO BID that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The Bidder declining to make requested substitutions would not constitute grounds for sacrificing the Bid Security of any Bidder.

8.3 No Bidder shall be required to employ any Subcontractor, other person or organization against whom Bidder has reasonable objection.

9. Bid Form:

9.1 The Bid Form is included with the Bid Documents; additional copies may be obtained from the Purchasing Division at the reproduction cost of $.25 per page.

9.2 All blanks on the Bid Forms must be completed in ink or by typewriter and submitted in triplicate. The bid price of each item on the form must be stated in words and numerals: in case of conflict, words will take precedence. Whiteout of prices or words and numerals on Bid Form is not permitted.

9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign). The corporate seal must be affixed and attested by the secretary or an assistant secretary or notarized by a licensed Notary together with a corporate Resolution authorizing the submittal of the bid. The corporate address and state of incorporation must be shown below the signature.

9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

9.5 All names must be typed or printed below the signature. The signer shall date all signatures.

9.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

9.7 The address and telephone number for communications regarding the Bid must be shown.

10. SUBMISSION OF BIDS:

10.1 Bids shall be submitted before the time and at the place indicated in the Notice to Bidders and shall be submitted in a sealed package. The package shall be marked on the exterior with the Project title and, if applicable, the designated portion of the Project for which the Bid is submitted and with the name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID PACKAGE ENCLOSED" on the face thereof. Only bids stamped "RECEIVED" by the City Clerk's Office by the time and date stated in the Notice to Bidders shall be considered.

10.2 Bidders shall submit one separate unbound copy of the Bid Form, Bid Bond, Drug-Free Workplace Form, Public Record Compliance Certificate, Questionnaire, Non Collusive Affidavit, Public Entity Crimes Form and any other form herein with each copy of the Bid Documents purchased by the prospective Bidders.

10.3 More than one Bid received for the same work from an individual, firm or partnership, a Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidders is interested. If there are reasonable grounds for believing that collusion exists among the Bidder, the Bids of participants in such collusion will not be considered.

11. Modification and Withdrawal of Bids:

11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

11.2 If within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Bid Documents.

12. Opening of Bids:

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

13. Bids to Remain Subject to Acceptance:

13.1 All bids MAY remain subject to acceptance for sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return any Bid security prior to that date.

13.2 Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between OWNER, the Successful Bidder, and the surety, if any, for the Successful Bidder.

14. Award of Contract:

14.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities, incompleteness, or irregularities not involving price, time or material changes in the Work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, incomplete, irregular, or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.2 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

14.3 The OWNER shall not be obligated to any Bidder to enter into a contract with the Bidder despite the OWNER governing body prospectively awarding the contract to a successful Bidder. The OWNER shall be obligated to any Bidder for the project if and only if the OWNER enters into a contract for the project with the Bidder, and further, no action will lie against the OWNER to compel OWNER to execute any such contract, or to recover from the OWNER any damages, costs, lost profits, expenses, etc., that Bidder may incur if the OWNER chooses not to sign such contract. By bidding on this project, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the OWNER signs the contract, and that no action shall lie to require OWNER to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the OWNER not signing such contract.

14.4 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award.

14.5 Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in Article 19 of this Document.

15. Contract Security:

When the Successful Bidder delivers the executed Agreement to OWNER, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of $200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

16. Signing of Agreement:

When OWNER gives a Notice of Award to the Successful Bidder, the OWNER will follow-up by forwarding at least three (3) unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, unless extended by OWNER, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

17. Taxes:

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

18. Insurance Requirements:

All Bond and Insurance requirements are described in the GENERAL CONDITIONS and detailed in Tab 4 of this solicitation.

19. Liquidated Damages:

OWNER and CONTRACTOR recognize that time is of the essence as to Completion and that OWNER will suffer financial and other losses, if the Work is not completed within the time specified, plus extensions therefor allowed. OWNER and CONTRACTOR recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER ___N/A____ per day (or $500 per day if not filled in) for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and ___N/A____ per day (or $250 per day if not filled in) for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

20. Indemnity:

The Contract documents certain indemnification provisions, which are found in Paragraph 5.31 of the General Conditions, which indemnities are hereby incorporated by reference as if fully set forth herein.

21. Schedule of Values:

The proposed schedule of values shall be submitted with the proposal so that the City may review it in connection with a determination on whether the proposal is balanced. The City may adjust the schedule of values with Supplementary Conditions to the Contract.

22. Text of Proposed Contract Documents:

The Bidders shall review the text of the Contract Documents referred to or referenced herein. In the event Bidders have any objection to the terms of such documents, the objections shall be disclosed at the time the bid is submitted.

23. Fees Waiver Disclosure:

The OWNER shall not require the CONTRACTOR to pay any of the OWNER's permit fees, license fees, impact fees, or inspection fees or any of the other usual OWNER permits and fees that may be associated with a construction project. These fees will be waived or paid by the OWNER, if payment cannot be waived. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work except City of Plantation permits and fees which shall be waived (except for so much of said City of Plantation fees as the OWNER is required to remit to other governmental agencies).

END OF DOCUMENT

[136]9001-14001

EVALUATION CRITERIA ITB

In evaluating Bids, OWNER will consider the following criteria of the Respondents;

a. The ability, capacity and skill of the respondent to perform under terms of the bid documents;

b. Whether the bidder can perform the contract or provide the materials or services promptly, or within the time specified, without delay or interference;

c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

d. The quality of performance of previous contracts and the providing of materials or services, or both;

e. The previous and existing compliance by the bidder with the laws and ordinances relating to the contract, or providing of materials or services, or both;

f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services, or both;

g. The quality, availability and adaptability of supplies, equipment, or contractual services to the particular use required;

h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;

i. The number and scope of conditions attached to the bid; and

j. Prior litigation experience.

as may be requested in the Bid form or prior to the Notice of Award. OWNER will also consider any applicable ordinance or statutory criteria applicable to the Project.

SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS

2017 FORD F-550 Crane Truck

(Utilities Department)

Vehicle shall be lasted production model and never used as demonstrator. It shall be equipped with all standard equipment and include the following.

2017 F5G 660A Ford F-550 2WD REG CAB Chassis 169" wheel base

Exterior Oxford White / Interior Gray Vinyl

- 6.7L Diesel engine with 6-speed automatic transmission with 4.10 axle ratio
- PTO Provision
- Rear back up camera
- Power door locks and windows, Power side mirrors with manual telescoping feature
- Dark tinted windows
- All weather floor mats
- Remote keyless entry with 3 keys & Fobs
- Black Platform cab steps/running boards
- Electric Trailer brake controller
- Whelen hide away strobes in the 4 corners and 2 rear externally mounted amber/white strobe modules
- 2017 Ford F-550 Crane Truck shall have a 19,500 GVW chassis rating

The specifications identified in the bid documents represent the City's quality of standards as it relates to the vehicle/equipment in question. The City will accept an equivalent crane, body and compressor to the one identified in the bid specifications for the 2017 Ford F-550 Crane Truck.

When bidding on an "or equal" Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific items(s) to which it pertains. All deviations from the

specifications must be noted in detail by the bidder. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

BODY

11' (3.4 m), heavy duty galvanized steel crane body with standard right rear crane mount, 21" (53.3 cm) workbench bumper with through compartment and a receiver tubefor hitch insert and pintle hitch mounting plate, 10" (25.4 cm) fold down tailgate with latch hardware, body installation kit, prime paint and undercoated. The body shall be designed to accept up to and including a 52,000 ft-lb (7.3 tm) rated crane on an 84" (213.4 cm) CA chassis with a 15,000 lb (6803.9 kg) minimum GVW rating.

The standard body shall have nominal dimensions of 131" L x 96" W x 44" H (332.7 cm L x 243.8 cm W x 111.8 cm H) with 22" (55.9 cm) deep compartments. The body weight shall have a nominal weight of 3103 lb (1407.5 kg). The body shall have a nominal storage capacity of 120.5 cu ft (3.4 m^3).

The right front raised body shall have nominal dimensions of 131" L x 96" W x 44" H(332.7 cm L x 243.8 cm W x 111.8 cm H) with 22" (55.9 cm) deep compartments; the right front compartment shall have a nominal height of 60" (152.4 cm). The body shall have a nominal weight of 2806 lb. (1457 kg). The body shall have a nominal storage capacity of 131.3 cu ft. (3.7 m3).

The left front raised body shall have nominal dimensions of 131" L x 96" W x 44" H (332.7 cm L x 243.8 cm W x 111.8 cm H) with 22" (55.9 cm) deep compartments; the left front compartment shall have a nominal height of 60" (152.4 cm). The body shall have a nominal weight of 3212 lb. (1457 kg). The body shall have a nominal storage capacity of 131.3 cu ft. (3.7 m3).

The right front and left front raised body shall have nominal dimensions of 131" L x 96" W x 44" H (332.7 cm L x 243.8 cm W x 111.8 cm H) with 22" (55.9 cm) deep compartments; the right front and left front compartments shall have a nominal height of 60" (152.4 cm). The body shall have a nominal weight of 3317 lb. (1504.6 kg). The body shall have a nominal storage capacity of 142.2 cu ft. (4.0 m3).

The all raised body shall have nominal dimensions of 131" L x 96" W x 60" H (332.7 cm L x 243.8 cm W x 152.4 cm H) with 22" (55.9 cm) deep compartments; the right rear crane box compartment shall have a nominal height of 52" (132.1cm). The body shall have a nominal weight of 3495 lb. (1585.3 kg). The body shall have a nominal storage capacity of 166.1 cu ft. (4.7 m3).

Understructure

The understructure shall be constructed to form a torsion box consisting of 12 gauge (2.7 mm) galvannealed steel inverted A-frame longsills and torsion plate. The load equalizing longitudinal members shall be 8" (20.3 cm) x 12 gauge galvannealed (2.7 mm) steel with a 10 gauge (3.4 mm) galvannealed lower torsion plate. The rear tubing crossmembers shall be 8" x 3" x 3/16" (20.3 cm x 7.6 cm x 4.8 mm) wall designed to attach to the reinforced crane compartment and utilize the torsion box design for unitized load distribution to prevent distortion of the truck chassis frame. The rear stabilizer housing shall be constructed of 6" x 4" x 3/8" (15.2 cm x 10.2 cm x 9.5 mm) wall tube and shall be an

integral part of the torsion box construction and shall be attached with 1/4" (6.4 mm) gussets longitudinally.

Cargo Deck

The cargo deck shall be constructed of 1/8" (3.2 mm) thick tread plate and shall be welded solid to the compartments. The cargo space between the compartments shall be 50" (127 cm) wide and there shall be no wheel wells protruding into the cargo deck area. There shall be six evenly spaced, 6000 lb (2721.5 kg) working load capacity from 90° vertical to 45°, flush mounted tie down rings incorporated into the cargo bed area.

Doors

The doors on the body shall be constructed of 14 gauge (1.9 mm), seamless, full perimeter hem reinforced, galvannealed steel. Each door will utilize stainless steel hinges, T-handled powder coated cast steel latches with common keys, and automotive extruded bulb type weather stripping for sealing the doors. All doors shall be equipped with a gas shock style positive stop retainers.

Compartments

All compartments, except the crane box structure, shall be constructed of galvannealed steel. The compartment side packs shall be constructed of a combination of 12 and 14 gauge (2.7 and 1.9 mm) galvannealed steel with 10 gauge (3.4 mm) galvannealed smooth steel tops and 1/8" (3.2 mm) thick tread plate backs. Each side pack shall incorporate an integral outside rain eave. All compartments shall be made weather resistant by caulking all seams with a polyurethane sealant. There shall be two grab handles provided at the rear of the body to assist in accessing the load bed.

Front Vertical Compartments

The right and left front vertical compartments shall have a single door. Adjustable shelving brackets are provided. The front right compartment shall be vented for oxygen-acetylene bottle storage. The right front compartment shall be 44" H x 34-15/16" W x 22" D (111.8 cm H x 88.7 cm W x 55.9 cm D); 60" H (152.4 cm) with raised compartment options, nominal. The door opening shall be a nominal 38-3/4" H x 29-3/4" W (98.4 cm H x 75.6 cm W); 54-3/4" H (139.1 cm) with raised compartment options. The left front compartment shall be 44" H x 34-15/16" W x 22" D (111.8 cm H x 88.7 cm W x 55.9 cm D); 60" H (152.4 cm) with raised compartment options, nominal. The door opening shall be a nominal 38-3/4" H x 31-1/4" W (98.4 cm H x 79.4 cm W); 54-3/4" H (139.1 cm) with raised compartment options.

Second Vertical Compartments

The second vertical compartments shall have a single door. Adjustable shelving brackets are provided. The compartments shall be 44" H x 18-3/8" W x 22" D (111.8 cm H x 46.8 cm W x 55.9 cm D); 60" H (152.4 cm) with raised compartment options, nominal. The door opening shall be a nominal 38-3/4" H x 16-3/4" W (98.4 cm H x 42.5 cm W); 54-3/4" H (139.1 cm) with raised compartment options.

Horizontal Compartments

The horizontal compartment over the rear wheels shall have overlapping, double doors. Adjustable shelving brackets are provided. The compartments shall be 23-7/8" H x 50-3/8" W x 22" D (60.7 cm H x 127.9 cm W x 55.9 cm D); 39-7/8" H (101.3 cm H) with raised compartment options, nominal. The door opening shall be a nominal 21-1/2" H x 44-7/8" W (54.6 cm H x 114.0 cm W); 37-1/2" H (95.3 cm H) with raised compartment options.

Left Rear Vertical Compartment

The left rear vertical compartment shall have a single door. Adjustable shelving brackets are provided. The compartments shall be 44" H x 27" W x 22" D (111.8 cm H x 68.6 cm W x 55.9 cm D); 60" H (152.4 cm H) with raised compartment options, nominal. The door opening shall be a nominal 38-3/4" H x 18-3/8" W (98.4 cm H x 46.7 cm W); 54-3/4" H (139.1 cm H) with raised compartment options.

Right Rear Reinforced Crane Compartment

The right rear compartment shall be constructed from one piece 3/16" (4.8 mm) steel sides and a 1/2" (12.7 mm) steel top with reinforcing vertical plates welded perpendicular to the top plate. This compartment shall be structurally connected to the torsion box sub-frame and the stabilizer housing support members. The compartment shall incorporate a drip pan that routes any water that may enter through the crane mounting area, out of the compartment. This compartment shall have a single, forward swinging door, which shall incorporate crane cable control cable storage. The compartment shall be 44" H x 27" W x 22" D (111.8 cm H x 68.6 cm W x 55.9 cm D); 52" H (132.1 cm H) with raised compartment options, nominal. The door opening shall be a nominal 38-3/4" H x 18-3/8" W (98.4 cm H x 46.7 cm W); 46-3/4" H (118.7 cm H) with raised compartment options.

Finish Paint and Preparation

The body assembly shall be washed with a hot alkaline cleaner, phosphate coated and rinsed with a seal coat to prevent flash rusting. The body shall be baked dry, undercoated with a rubberized polyurethane undercoating and prime painted. The unit may be top coated with DuPont® Imron Elite paint to a total finish thickness of 2-3/4 to 3-1/2 ⍰, then baked dry.

Other Features

- Electrical, 12VDC Multiplex System

- All 12VDC in-line wiring connections will utilize sealed, hinge lock connectors. Main power will be circuit protected at the source and will be activated via the multiplex system. Main power and ground cabling will be white GXL type wire and function labeled. All electrical function wiring that exit the Electrical Control Station will have their functions ink-jet printed onto white GXL type wire in three inch intervals. All 12VDC wire harnesses shall be over-braided with high temperature resistant vinyl coated nylon yarn. The harness will be black with yellow striping with a weave tightness of 12 picks / inch. All body lights shall be flush mounted and or recessed for protection.

- Electrical Control System – each 12VDC system shall be individually controlled by the switch panel processor. Activation will occur when the processor receives information an event has been initiated and that all interlock conditions have been met. It will then turn on the appropriate output on the power distribution module. All circuits are fuse protected as well as field effect transistor (FET) protected. The FET output will turn off when an over current situation occurs.

- The body shall include a body mounting kit.

- The body shall include USA DOT approved LED lights and reflectors with back-up alarm.

- The body assembly shall include molded rubber fender extensions fastened to the body with blind rivets.

TELESCOPING CRANE

The crane shall be a telescoping crane that mounts to a mechanics body.

Major Components

The telescoping crane shall consist of the following major components

Base

The base shall house the crane rotation assembly and consist of a casting, a rotation bearing driven by a worm gear and a hydraulic motor. The casting shall have provisions to bolt directly to the mechanics body.

Mast

The crane mast shall consist of two vertical uprights with no cross bracing that would hinder servicing. The lower end shall attach to the rotation bearing and support the base end of the lower cylinder. The upper end shall support the base end of the lower boom. The control valves shall attach to the rear section of the mast.

Lower Boom

The lower boom shall be hinged to the mast and shall encompass the extension boom assembly. It shall also mount the rod end of the lower cylinder without the use of linkage.

Extension Boom Assembly

The extension boom assembly shall consist of two telescoping booms that shall telescope hydraulically.

Crane Foot-Pound Capacity

The crane shall have a capacity of 47,000 ft-lb (6.6 tm) which shall be equivalent to lifting 3945 lb (1789.4 kg) at 11'-11" (3.39 m) from the centerline of rotation with the extensions fully retracted and the lower boom horizontal.

Crane Capacities at Various Radii

The crane shall have, at a minimum, the following lifting capacities at the respective radii from the centerline of rotation with the lower boom horizontal:

Position	Reach	Capacity	ft-lb Rating
Lower boom horizontal	11'-11" (3.39 m)	3945 lb (1789.4 kg)	47,000 ft-lb(6.6 tm)
Lower boom horizontal	16'-11" (4.91 m)	2615 lb(1186.1 kg)	44,200 ft-lb(6.2 tm)
Lower boom horizontal	21'-5" (6.42 m)	2045 lb(927.6 kg)	43,800 ft-lb(6.1 tm)

Horizontal Reach

The crane horizontal reach from centerline of rotation shall not be less than 21'-5" (6.42 m).

Lifting Height

From the surface the crane attaches to, the crane shall be able to reach a vertical elevation of 23'-10" (7.04 m).

Storage Height

In the stored position, the vertical height of the crane shall not exceed 40.6" (103.12 cm) from the crane-mounting surface.

Crane Weight

The weight of the crane shall not exceed 1765 lb. (800.6 kg).

Crane Centers of Gravity

The horizontal and vertical centers of gravity in the stored position shall be given.

Vertical Center of Gravity

The vertical center of gravity of the crane in the stored position above the bottom of the crane base shall be no greater than 19.6" (49.78 cm) from the crane-mounting surface.

Horizontal Center of Gravity

The horizontal center of gravity, parallel to the long axis of the crane when the crane is in the stored position, from centerline of rotation, shall not be greater than 42.0" (106.68 cm).

Mounting Space Required

The mounting space required shall not exceed 20" x 21" (50.8 cm x 53.34 cm). The mounting hole pattern shall be the industry convention of a four-bolt pattern of 14.75" x 14.75" (37.47 cm x 37.47 cm) centers.

Optimum Pump Capacity

To ensure optimum crane performance, the hydraulic pump shall have an output of not less than 10-12 gpm (37.6 L/min – 45.4 L/min) and be capable of 3000 psi (206.8 bar) system pressure.

Crane Rotation

The crane shall be capable of rotating no less than 400° (6.98 rad) swing arc.

Lower Boom Elevation

The lower boom shall be capable of swinging through an arc of 10° (0.18 rad) below horizontal and 80° (1.4 rad) above horizontal. This articulation shall be made possible by a single 4.25" (10.8 cm) bore lift cylinder.

Extension Boom Assembly

The extension boom assembly shall consist of two telescoping extensions that extend no more than 114" (289.56 cm). They shall be powered by a single, double-rod cylinder. The first (or larger) extension boom shall travel no more than 60" (152.4 cm) and the second shall travel no more than 54" (137.16 cm). Manual extension shall not be permitted. The second extension shall have a flip-sheave style boom tip that can rotate up to reduce the boom tip height 8" (20.32 cm). On the boom tip, there shall be a device commonly known as an anti-two-block for a "two-blocking damage preventive feature" to prevent damage to the boom tip, wire rope or snatch block. This device shall deactivate the winch up function, the boom down function and the extension boom out function should the snatch block (double line) or down haul weight (single line) get close to the boom tip.

Cylinder Characteristics

The crane shall have the following cylinder characteristics in order for the crane to function as specified previously:

Lower Boom Cylinder

A single lower boom cylinder shall actuate the lower boom. This cylinder shall have, at a minimum, a 4.25" (10.8 cm) bore, a 2.25" (5.72 cm) diameter rod, and a 25.06" (63.65 cm) stroke. The cylinder assembly shall also include a counterbalance valve to prevent boom lowering should a hose break. Additionally, it shall include a pressure transducer as part of an electronic load limiting system (ELLS) with a 4.25:1 burst and 2.1:1 column safety factor.

Extension Cylinder

A single, double-rod extension cylinder shall actuate both extension booms and be located inside of the extension booms. This cylinder shall have, at a minimum, a 2.0" (5.08 cm) bore and 1.5" (3.81 cm) diameter rods. The stroke of the first extension shall be no greater than 60" (152.4 cm) and the stroke of the second extension shall be no greater than 54" (137.16 cm). This cylinder assembly shall also include a counter balance valve to prevent boom lowering should a hose break or other hydraulic failure.

Cylinder Holding Valves

The holding sides of all cylinders shall be equipped with integral mounted counterbalance valves to prevent sudden cylinder collapse in case of hose break or other hydraulic failure.

Cylinders with Counterbalance Valves

The lower and extension cylinders shall have counterbalance valves integrally mounted. Both cylinders shall have the counterbalance valve on the extend side only.

Function of the Counterbalance Valve

The counterbalance valve shall serve several functions. First, it is a holding valve. Second, it shall be so constructed that it will control the lowering function and allow that motion to be feathered while under load. Third, if a hose breaks, the only oil loss shall be that in the hose. Finally, if the crane is loaded in excess of its capacity, the counterbalance valve will open and allow the load to slowly lower to the ground.

Hydraulic System

The hydraulic system shall be an open center, full-pressure system, which requires

10-12 gpm (37.6 L/min – 45.4 L/min) optimum oil flow at 3000 psi (206.8 bar).

Valve Bank and Controls

The hydraulic system shall include a 4-section stack type, fully proportional control valve of the "off-on" type activated by a "pistol grip" style radio remote control. The valve bank shall be rated at a minimum of 6000 psi (413.7 bar) system pressure.

Valve Bank Porting

All ports on the valve bank shall facilitate SAE J514 O-ring type fittings.

Hydraulic Hose Construction

All pressure hoses shall meet SAE517d and are to be of SAE100R2 construction or its equivalent.

Hydraulic Hose Assemblies

Each hose assembly shall have a fitting at each end and have a minimum ISO solid contamination code of 17/14.

Cylinder Porting

All cylinder ports on the lower boom and extension cylinders shall facilitate O-ring type fittings. National pipe thread ports or fittings will not be acceptable.

Crane Control System

The crane controls system shall be a radio remote system comprised of a radio transmitter and receiver. The transmitter shall be a "pistol grip" style that contains two mini-joysticks for crane functions, toggle switches for engine remote start/stop, engine speed control and compressor on/off, LED lights for transmitter and receiver communication, LED light for error code indication, LED light for transmitter battery life and LED lights for crane capacity consumption indication. The transmitter will be powered by 4 AA alkaline batteries.

Crane Rotation System

The crane shall rotate by means of a rotation bearing driven by an external worm gear and hydraulic motor. The worm drive shall be self-locking, which precludes the use of a counterbalance valve.

CONSTRUCTION MATERIALS

Pinned Connection

A pinned connection is considered to be any hinge point on the crane, i.e., the lower boom to mast connection or the lower cylinder to lower boom connection. All pins shall be chrome-plated for corrosion resistance.

Pin Retention

All hinged pins shall be positively locked into the booms to prevent inadvertent pin rotation.

Base Assembly

The base shall be made from a single casting. The casting shall be manufactured from ductile iron certified to 45,000 psi (3102.6 bar) minimum yield strength. It shall mount a rotation bearing driven by an external worm gear and hydraulic motor. Total reduction shall not be less than 85:1. For safety reasons, maximum rotation speed shall not exceed 2.25 revolutions per minute.

Mast Assembly

The mast shall be made of 1.0" (2.54 cm) thick plates with no reinforcing welded between them and shall be certified to 50-70 KSI (3447.4 – 4826.3 bar) yield strength. To reduce weight and facilitate service, the mast plates shall have excess material removed from the center areas.

Lower Boom

The lower boom structure shall be a two-piece welded boom, manufactured from material with yield strength of at least 80,000 psi (5515.8 bar) with a minimum overall dimension of 8.84" h x 6.0" w (22.45 cm h x 15.24 cm w). The shape shall be pentagonal with the top of the boom being flat and the bottom being V-shaped. The top "rectangular" section shall have a minimum material thickness of 0.25" (0.64 cm) and the bottom "V" section shall have a minimum material thickness of 0.25" (0.64 cm). The boom shall be welded along the neutral axis of the tube.

Extension Boom Assembly

The extension boom structures shall be two-piece welded booms, manufactured from material with yield strength of at least 80,000 psi (5515.8 bar). The shape shall be pentagonal with the top of the boom being flat and the bottom being V-shaped. The top "rectangular" section shall have a minimum material thickness of 0.25" (0.64 cm) and the bottom "V" section shall have a minimum material thickness of 0.25" (0.64 cm). The booms shall be welded along the neutral axis of the tubes. The first extension will have a minimum overall dimension of 7.91" h x 5" w (20.09 cm h x 12.7 cm w) and the second extension will have a minimum overall dimension of 6.75" h x 4" w (17.15 cm h x 10.16 cm w). For ease of hydraulic extension, wear pads shall be utilized.

Paint

All painted components are to be sand blasted, primed and painted prior to assembly. Total layer of primer and paint to be minimum 110 □. The paint shall be a DuPont Imron Elite® and it shall be cured by baking.

Winch Assembly and Wire Rope Assembly

The winch assembly shall be of the planetary drive design and shall be mounted to the mast end of the lower boom. Single line speeds shall be no less than 60 ft/min (18.3 m/min) and the maximum line pull shall be no less than 3800 lb (1723.7 kg). The winch shall be equipped with a minimum of 85' of 3/8"

(25.91 m of 0.95 cm) diameter, 6 x 25 FW PRF LRL IWRC XIPS wire rope. The winch drum, wire rope assembly and all sheaves over which the wire rope passes shall be designed to ANSI B30.5 standard. The wire rope shall have a swaged end.

Structural Performance Standards

All structural elements of the crane shall be tested to SAE J1063 standard and certified to have passed.

Snatch Block

For maximum lift capacity, the boom and wire rope shall be designed to allow double line operation including the use of a snatch block. The sheave in the snatch block shall comply with ANSI B30.5 standard. To encourage switching between single and double line operation, the change-over shall be affected in one minute.

MINIMUM SPECIFICATIONS FOR RECIPROCATING AIR COMPRESSOR

Quantity of one (1) hydraulic drive above deck reciprocating air

Compressor to include the following as standard equipment:

- Single stage, air cooled, 4-cylinder, and pressure lubricated reciprocating air compressor. Fully assembled in the U.S.
- Aluminum compressor assembly for lighter weight and higher thermal efficiency. No cast iron compressor assembly acceptable.
- Capacity 35 CFM @ 100 PSI (150 PSI maximum) @ 1,400 input RPM.
- Direct coupled, gear-type hydraulic motor to compressor input shaft. No belt drive allowed.
- Hydraulic requirements are 10 GPM @ 1,850 PSI (2,400 PSI maximum).
- Compressor dry weight not to exceed 200 lbs.
- Dimensions: 26 ½"L x 19 ⅛"H x 19 ¾"W

• Integrated hydraulic system cooler to handle air compressor GPM flow.

• 12VDC electric 14" fan assembly integrated into package for compressor head cooling and single pass hydraulic system cooler.

• Compressor to be pressure lubricated via oil pump. Splash lubrication not acceptable.

• Enclosure to be durable, light weight, powder-coat painted and rust resistant aluminum. Galvanneal sheet metal not acceptable.

• Routine maintenance items accessible without removal of canopy.

• Integrated solenoid and relief valve incorporated into the compressor package.

• Two year warranty for the piston compressor assembly and 12-months on remaining components.

MECHANICS TRUCK DRAWER SETS

- Powder coat white
- One-hand, two-point latches
- 250 lb. individual slides
- Hemmed drawer edges
- 3" floor riser
- Solid side and back panels
- Telescoping top shelf • Extends to 12" on each side
- Removable drawers
- Dividers and rubber mats, 6 dividers per drawer
- Individual drawer locks
- Drawer heights 3", 5", or 7"

One (1) Hydraulic Generator 6KW mounted on truck with power outlets and controls in passenger side rear crane box.

Vehicle shall come with temporary tag

Shipping Terms shall be FOB (Plantation)

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: _____

By (sign):_____

Print Name: _____

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20___.

Notary Public, State of _____

Sign:_____
Print:_____
My Commission Expires:_____

[29]9001-14001

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

Preference must be given to CONTRACTORS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

_____ _____

Signature Printed Name

_____ _____

Company Name Date

[27]9001-14001

CITY OF PLANTATION

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for [ ].

2. This sworn statement is submitted by [ ] (entity submitting sworn statement), whose business address is[ ] and its Federal Employer Identification Number (FEIN) is [ ]. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: [ ]).

3. My name is [ ] (please print name of individual signing), and my relationship to the entity named above is [ ].

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a) A predecessor or successor of a person convicted of a public entity crime; or
   b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

"person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

[ ] Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

[ ] The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

[ ] There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

[ ] The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

[ ] The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[ ]
(Signature)

[ ]
(Date)

STATE OF FLORIDA

COUNTY OF BROWARD COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20___.

_____
(Notary Public)

My Commission Expires: _____ (seal)

[28]9001-14001

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

_____
Typed name:

_____
Typed name:

Bidder

By:

Name:

Title:

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____ - _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20___.

Notary Public, State of _____

Sign: _____
Print: _____
My Commission Expires: _____

[30]9001-14001

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror herto has executed this Proposal Form this _____ day of _____, 20__.

_____
Printed Name of Partnership

By: _____
Signature of General or Managing Partner

_____
Printed Name of Partner

Witness

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

_____
State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name), _____(Title) of _____(Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Offeror herto has executed this Proposal Form this _____ day of _____, 20__.

_____
Printed Name of Corporation

_____
Printed State of Incorporation

By: _____
Signature of President or other authorized officer

_____
Printed Name of President or other authorized officer

(CORPORATE SEAL)

ATTEST

_____
Address of Corporation

By_____ _____
Secretary City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name), _____(Title) of _____(Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror herto has executed this Proposal Form this _____ day of _____, 20__.

_____
Printed Name of Firm

By: _____
Signature of Owner

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS AN INDIVUAL

IN WITNESS WHEREOF, the Offeror herto has executed this Proposal Form this _____ day of _____, 20__.

By: _____
Signature of Individual

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

[48]9001-14001

Revised 9/2014

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

By:_____

_____

Name:_____

Name:_____

Title:_____

_____

Name:_____

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of_____, 20___.

Notary Public, State of _____

Sign:_____
Print:_____
My Commission Expires:_____

[64]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: _____

Signed: _____

Printed Name of Signor: _____

Title of Signor: _____

Name of Firm: _____

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in section 2-220(b) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), 2-220(e) (sealed bids in response to an invitation to bid), and 2-220(f) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars ($3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

(c)

Disclosure. The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars ($3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments.

(d)

Exceptions. The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:

(1)

Goods or services provided under a cooperative purchasing agreement or interlocal agreement;

(2)

Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;

(3)

Purchases made or contracts let under emergency or noncompetitive situations;

(4)

Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in section 2-226(b) (which is currently three thousand five hundred sixty-nine dollars ($3,569.00)) and as may be increased or decreased by authorized adjustments;

(5)

Purchases or contracts procured utilizing procurement processes set forth in section 2-220(b) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,

(6)

Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.

(e)

The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.

(f)

The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

(g)

The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

Bid Form
CITY OF PLANTATION

Company's Name: _____

Address: _____

Email: _____

Print Name: _____

Phone No.: _____

Fax No.: _____

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents for the Project entitled:

PROJECT NAME: [Supply and Delivery of (2) 2017 Ford F-550 Crane Trucks
ITB No. 004-17
City of Plantation

TO: City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

The Undersigned Bidder proposes and agrees if this bid is accepted, to enter an agreement with the OWNER to complete all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealing with the disposition of Bid Security. This bid will remain open for thirty days after the day of Bid Opening. Bidder will sign the agreement and submit the contract security and other documents required by the Contract Documents within 15 days after the date of Owner's Notice to Award.

In submitting this bid, Bidder represents as more fully set forth in the Agreement, that:

A. Bidder has examined copies of all the Contract Documents and of the following Addenda: (if any addenda have been issued)

DATE:	ADDENDA NUMBER:

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instruction to Bidder.

B. Bidder has examined the site and locality where the work is to be performed, the legal requirements Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

C. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreements or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid amount.

Qty.	Description	Unit Price	Extended Price
2	2017 FG5 660A Ford F-550 2WD Reg Cab Chassis 169" wheel base	$	$
		Bid Base Total:	$
In Words:			

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in

writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to returned as provided herein.

SUBMITTED ON , 20

SIGNATURE OF BIDDER: _____

TITLE (if any):

ADDRESS:

Incorporated under the laws of the State of Florida.

[46]9001-14001

Plantation City Council Meeting Agenda

Notice of City Council Meeting

Wednesday, March 8, 2017 ~ 7:30 PM

City of Plantation
City Council Chambers

Subject:

Request for authorization to issue a purchase order to Plantation Ford in the amount of $23,989.88 for the Supply and Delivery of (1) 2017 Ford Escape.

Item Description:

One (1) 2017 Ford Escape is needed for the Utilities Department to replace an eleven (11) year old truck that is wearing down, and is lacking sufficient head room. This vehicle will be used by the Regulatory Program Specialist.

An Invitation to Bid (ITB No. 041-16) was publicly advertised in the Sun Sentinel for two (2) consecutive days and posted to the City and Demand Star website pursuant to Section 2-226(c) for the Supply and Delivery of various 2017 Ford Vehicles for multiple departments. This bid was awarded to Plantation Ford and approved by City Council on January 10, 2017 consent agenda item No. 11.

The Utilities Department has indicated a need to procure the above mentioned vehicle for their department, and Plantation Ford has agreed to keep the pricing the same as provided in the original bid (ITB No. 041-16).

Based on the information provided herein a recommendation is made to the City Council to award a purchase order to Plantation Ford in the amount of $23,989.00 for the procurement of (1) 2017 Ford Escape based on the pricing set forth in the original bid (ITB No. 041-16).

Funding:

440-0000-166-9001

Amount:

$23,989.88

Finance Director/Budget Manager Recommendation:

As per Director's email, the current truck is unit #00177. This truck is 11 years old with a great deal of stop and go wear and tear. This vehicle is schedule for replacement in FY2018; however, the purchase needs to move up to FY2017.
The monies to cover the purchase of this unbudgeted vehcile ($23,989.88) comes from the savings of $23,665 on the purchase of the two cranes.
The balance of $350 comes from the savings of $1,010 on the purchase of the Ford Escape for the laboratory (budgeted $25,000 - purchase amount $23,989.88)

Prepared By:

Charles Spencer

ATTACHMENTS:

Description	Upload Date	Type
Original Approved Council Memo with Award Letter	2/28/2017	Backup Material
Original Approved Council Memo with Award Letter	2/28/2017	Backup Material

Plantation City Council Meeting Agenda | **Notice of City Council Meeting** | **Tuesday, January 10, 2017 ~ 6:00 PM**

COUNCIL APPROVED
DATE: 1/10/2017
Council Agenda Item #11

Plantation

City of Plantation
City Council Chambers

Subject:

Request for authorization to issue a purchase order to Plantation Ford in the amount of $834,450.26 for the supply and delivery of various 2017 Ford Vehicles

Item Description:

Police Department:
The Police Department is requesting the approval of fourteen (14) vehicles for FY 2016/17. The (14) vehicles requested are to replace aging, unreliable police vehicles that have become too costly to repair.

10- 2017 Unmarked Ford Taurus (P2d) CID unit...$21,801.14/ea = $218,011.40
2- 2017 Unmarked Ford Explorers SCU unit...$28,957.14/ea = $57,914.28
1- 2017 Ford Transit Van (S6E) ID unit...$21,224.14
1- 2017 Ford Expedition (Admin)...$29,716.28

Total cost for the above listed vehicles is $326,866.10.

Total amount allocated in FY 16/17 for the mentioned vehicles $318,500.00

Public Works:
Purchase of a 2017 Ford F-250 Crew Cab, to replace a 1999 Chevy Crew Cab with over 110,000 miles.

1- 2017 Ford F-250 Crew Cab...$29,967.56

Total amount allocated in FY 16/17 for the mentioned vehicle $30,000.00

Road and Traffic:
Purchase of a 2017 Ford F-250 Crew Cab, to replace a Chevy 5700 with over 120,000 miles.

1- 2017 Ford F-250 Crew Cab...$29,967.56

Total amount allocated in FY 16/17 for the mentioned vehicle $35,000.00

Utilities Department:
The following trucks will be added to existing fleet. Trucks are needed for new employees and to cover other functions within the Utilities Department

1- 2017 F-350 8' Utility Body Truck with gas bottle compartment...$34,228.42
1- 2017 F-350 8' Utility Body Truck Standard Body...$33,160.42

The following trucks are replacement units. Current vehicles have served their useful life and no longer dependable, causing extensive repair and maintenance costs. Current units will be sent to auction.

1- 2017 F-150 Super Cab 1/2 Rear Door...$27,919.28
1- 2017 Ford Escape...$23,989.88
1- 2017 Ford Explorer...$31,339.14
1- 2017 F-350 8' Utility Body Truck Standard Body...$33,160.42
1- 2017 F-150 Super Crew Full Size 4 Door...$34,435.28

The total cost all Utilities Department vehicles is $218,232.84

The amount allocated in FY 16/17 for the mentioned vehicles is $249,000.00

Fire Department
The below mentioned vehicles will replace three (3) 2006 Ford Expeditions with over 100,000 miles.

3- 2017 Ford Explorers (Ruby Red)...$29,345.14/ea = $88,035.42

The amount allocated in FY 16/17 for the mentioned vehicles is $88,386.42

Parks and Recreation Department
The department is in need of a small bucket truck to perform regular maintenance of Park's buildings, trees, lighting and special event functions.

1- 2017 Bucket Truck...$91,956.50

The amount allocated in FY 16/17 for the mentioned vehicle is $85,000.00

Building Department
Vehicles are needed to replace old vehicles in the department.

1- 2017 Ford Fusion S... $18,085.14
1- 2017 Ford Explorer... $31,339.14

The total cost for the above mentioned vehicles is $49,424.28

The amount allocated in FY 16/17 for the mentioned vehicles is $50,000.00

Procurement Section solicited bids in response to an Invitation to Bid No. 041-16 for the Supply and Delivery of 2017 Ford Vehicles

pursuant to Sections 2-226(c) and 2-220(e) of the City Code. The solicitation incorporated the City's local business preference requirements pursuant to Section 2-227 of the Code. On December 6, 2016 one (1) sealed bid proposal was opened. A copy of the (1) bid submittal is attached for your review.

Procurement staff performed an evaluation of the bid proposals to determine submittal responsiveness. After careful consideration of all information provided by the bidder, Procurement Division staff concluded Plantation Ford has submitted the most responsive bid.

Staff from each department performed an evaluation of the bid submittal to determine if the bid submittal was responsible (met all specifications, included in the bid documents). After careful review and consideration of all information provided, each department concluded that Plantation Ford bid met all the required specifications for each vehicle except for the (2) 2017 FG5 660A Ford F-550 2WD Reg Cab Chassis 169" wheel base; this vehicle will rebid at at a later time.

Based upon the foregoing bid evaluation, Public Works, Utilities, Fire, Police, Parks and Recreation, Building and Procurement staff recommends approval to award a purchase order to Plantation Ford, for the Supply and Delivery of 2017 Ford Vehicles in the amount of $834,450.26.

Funding:

Police Department: 001-3900-521-6401
Public Works: 5500-539-6401
Road and Traffic: 1300-541-6401
Utilities: 440-0000-166-9001
Fire: 001-4300-522-6401
Building: 001-4700-524-6401

Amount:

$834,450.82

Finance Director/Budget Manager Recommendation:

Finance Director/Budget Manager Recommendation:

Police Department: overage of $8,366.10 will be covered by the savings on the purchase of the 6 marked cars and accessories in the amount of $33,989
Public Works Department: budget amount $30,000
Road and Traffic Fund:budget amount of $35,000
Utilities Fund: budgeted amount $249,000. Remaining budgeted vehicles to be purchased: F-550 crane truck budgeted $150,000; Crane truck budgeted $120,000
Fire Department: budget amount $88,390
Parks & Rec Department: overage of $6,960 will be covered by the savings on the purchase of the following: Maintenance utility cart ($2,782), Mower ($2,681), Reel Mower ($4,000)

Prepared By:

Charles Spencer

ATTACHMENTS:

Description	Upload Date	Type
Plantation Ford Bid	12/22/2016	Backup Material
Original Bid Documents with Addendums	12/22/2016	Backup Material
Tabulation Sheet	12/23/2016	Backup Material

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

Plantation
the grass is greener

CITY COUNCIL
Ron Jacobs, President
Peter S. Tingom, President Pro Tem
Dr. Robert A. Levy
Lynn Stoner
Chris Zimmerman, AIA

January 12, 2017

Plantation Ford
Attn: Michael Kirwan
707 North 441
Plantation, Fl. 33317

Email: MKirwan@PlantationFord.com

RE: ITB No. 041-16; Supply and Delivery of 2017 Ford Vehicles

Dear Mr. Kirwan:

This letter is to inform you that the City of Plantation, City Council awarded the above referenced bid at their January 10, 2017 meeting Consent Agenda Item No. 11, to Plantation Ford.

A representative from the Public Works Department will be contacting you directly to issue your company a purchase order.

Pricing Information:

ITEM DESCRIPTION	QTY	UNIT PRICE	Extended Price
2017 Ford Escape (Utilities Department)	1	$23,989.88	$23,989.88
2017 Ford F-150 Super Crew Full Size 4 Door (Utilities Department)	1	$34,435.28	$34,435.28
2017 Ford Explorer (Utilities Department)	1	$31,339.14	$31,339.14
2017 F-150 Super Cab 1/2 Rear Door (Utilities Department)	1	$27,919.28	$27,919.28
2017 F-350 8ft Utility Body Truck with gas Bottle Compartment (Utilities Department)	1	$34,228.42	$34,228.42
2017 Ford F-350 8ft Utility Body Truck Standard Body (Utilities Department)	2	$33,160.42	$66,320.84
2017 Ford Explorer (Building Department)	1	$31,339.14	$31,339.14
2017 Ford Fusion S (Building Department)	1	$18,085.14	$18,085.14
2017 Bucket Truck (Parks & Rec Department)	1	$91,956.50	$91,956.50
2017 Ford F-250 Crew Cab (Public Works)	2	$29,967.56	$59,935.12
2017 Ford Taurus - Shadow Black (P2D)- (Police Department)	5	$21,801.14	$109,005.70
2017 Ford Taurus - Blue Jeans (P@D)- (Police Department)	1	$21,801.14	$21,801.14
2017 Ford Taurus - Magnetic (P2D)- (Police Department)	4	$21,801.14	$87,204.56
2017 Ford Transit (S6E) - (Police Department)	1	$21,224.14	$21,224.14
2017 Ford Explorer - Shadow Black (Police Department)	1	$28,957.14	$28,957.14
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2017 Ford Expedition SSV (U1F/102A) - (Police Department)	1	$29,716.28	$29,716.28
2017 Ford Explorers - Ruby Red (Fire Department)	3	$29,345.14	$88,035.42
	TOTAL	**$560,024.02**	**$834,450.26**

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Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

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Ron Jacobs, President
Peter S. Tingom, President Pro Tem
Dr. Robert A. Levy
Lynn Stoner
Chris Zimmerman, AIA

All equipment shall comply with the "Scope of Services" identified in ITB No. 041-16.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Charles Spencer, FCCN, FCCM
Procurement Administrator

Plantation City Council Meeting Agenda | **Notice of City Council Meeting** | **Tuesday, January 10, 2017 ~ 6:00 PM**

COUNCIL APPROVED
DATE: 1/10/2017
Council Agenda Item #11

Plantation

City of Plantation
City Council Chambers

Subject:

Request for authorization to issue a purchase order to Plantation Ford in the amount of $834,450.26 for the supply and delivery of various 2017 Ford Vehicles

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Procurement Section solicited bids in response to an Invitation to Bid No. 041-16 for the Supply and Delivery of 2017 Ford Vehicles

pursuant to Sections 2-226(c) and 2-220(e) of the City Code. The solicitation incorporated the City's local business preference requirements pursuant to Section 2-227 of the Code. On December 6, 2016 one (1) sealed bid proposal was opened. A copy of the (1) bid submittal is attached for your review.

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Based upon the foregoing bid evaluation, Public Works, Utilities, Fire, Police, Parks and Recreation, Building and Procurement staff recommends approval to award a purchase order to Plantation Ford, for the Supply and Delivery of 2017 Ford Vehicles in the amount of $834,450.26.

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Prepared By:

Charles Spencer

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FINANCIAL SERVICES
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Chris Zimmerman, AIA

January 12, 2017

Plantation Ford
Attn: Michael Kirwan
707 North 441
Plantation, Fl. 33317

Email: MKirwan@PlantationFord.com

RE: ITB No. 041-16; Supply and Delivery of 2017 Ford Vehicles

Dear Mr. Kirwan:

This letter is to inform you that the City of Plantation, City Council awarded the above referenced bid at their January 10, 2017 meeting Consent Agenda Item No. 11, to Plantation Ford.

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	TOTAL	**$560,024.02**	**$834,450.26**

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All equipment shall comply with the "Scope of Services" identified in ITB No. 041-16.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Charles Spencer, FCCN, FCCM
Procurement Administrator

Plantation City Council Meeting Agenda | **Notice of City Council Meeting** | **Wednesday, March 8, 2017 ~ 7:30 PM**

Plantation
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City of Plantation
City Council Chambers

Subject:

Request for approval and authorization to issue a purchase order to Techgroupone, Inc. in an amount not to exceed $27,848.00 for 'Fire Station No. 3 Floor Paint Project' WB No. 054-16.

Item Description:

The floor coating at Fire Station No. 3 is extremely worn and needs to be replaced to correct a slippage safety problem.

Pursuant to the City Code section 2-226(b) the Procurement Division secured informal competitive bids for the above mentioned project. On February 7, 2017 three (3) informal competitive bids were received. Copies of the three (3) bids are attached for your review.

The numerical results are as follows:

1. Techgroupone, Inc.	$27,848.00
2. P2M General Contracting Service	$31,142.00
3. OVS Construction Inc.	$36,068.00

Procurement Division staff performed an evaluation of all bids recieved to determine submittal responsiveness. After careful review of all information provided by the bidders, Procurement Divison staff has concluded Techonegroup, Inc has submitted the lowest, responsive bid.

Fire Department staff performed an evaluation of the lowest, responsive bid to determine if the bid was responsible. After careful consideration of all information provided, Fire Department staff concluded Techgroupone, Inc. sublmitted the lowest, responsible bid.

Based on the foregoing evaluation, Fire and Procurement staff recommends approval to award a purchase order to Techgroupone, Inc. for 'Fire Station No. 3 Floor Painting Project' in an amount not to exceed $27,848.00

Funding:

001-4300-522-6302

Amount:

$27,848.00

Finance Director/Budget Manager Recommendation:

Fire Department rollover $40,000 from FY2016 for this project.

Prepared By:

Charles Spencer

ATTACHMENTS:

Description	Upload Date	Type
Techgroupone, Inc Bid Submittal	2/17/2017	Backup Material
P2M General Contracting Bid Submittal	2/17/2017	Backup Material
Original Bid Documents with addendums	2/17/2017	Backup Material
OVS Bid Submittal	2/17/2017	Backup Material

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
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Peter S. Tingom, President
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Jerry Fadgen
Mark Hyatt
Ron Jacobs

City of Plantation
Procurement Division
WRITTEN BID LETTER
(Informal Competitive Bid)

We propose to furnish all labor, materials, equipment, incidentals, and permits for City of Plantation Fire Station # 3 Floor Painting Project, as indicated in the attached specifications for the unit prices indicated on the attached Written Bid (WB) form for which the prices have been set. The price or prices offered herein shall apply for the time stated in the WB No. 054-16

We further agree to strictly abide by all the terms and conditions contained in the WB. Any exceptions to the requirements of the WB, the terms and condition of the proposed agreement shall be noted in writing, with detailed explanation, and included with this Bid. The Respondent acknowledges that taking exception may subject this Written Bid to be rejected.

It is understood and agreed that this Written Bid constitutes an offer, which when accepted in writing by the City of Plantation and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Plantation.

It is understood and agreed that we have read and understood the scope of work presented in the technical specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

The prices offered herein shall be valid for a period of sixty (60) days from Written Bid Due Date.

WRITTEN BID SIGNATURES AND CERTIFICATIONS
(Bidder- Sign and return with Bid)

I certify that, if awarded a contract, the Respondent will furnish all labor, materials, equipment, incidentals, and permits for the City of Plantation Fire Station # 3 Floor Painting Project, as indicated in the specifications and plans for the unit prices indicated on the attached WB, the Written Bid and the terms of the final contract between the Respondent and City of Plantation.

1. I certify on behalf of the Respondent that this Written Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, or services and is in all respects fair and without collusion or fraud. I understand that collusive quoting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Written Bid and certify that I am authorized to sign this Written Bid for the Respondent.

2. I certify that this Written Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. I understand collusive quoting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this WB and certify that I am authorized to sign this Written Bid for the Respondent.

Authorized Signature: _____ Date: 2/6/2017

Print/Type Name: Juan C. Maggi

Print/Type Company Name: Techgroupone, Inc.

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

Plantation
the grass is greener

CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

DATE: December 28, 2016

Written Bid No.: WB No. 054-16

WRITTEN BID
(Informal Competitive Bid)

ALL INTERESTED PARTIES:

The City of Plantation, Florida, hereinafter referred to as CITY, will receive Bids hand delivered to City Hall, 400 NW 73 Avenue, Plantation, Florida 33317, Emailed: ESpencer@Plantation.org, via Fax: (954) 797-2649, or Demand Star for:

The Procurement Division is currently advertising to get responsible bids for "Fire Station # 3 Floor Painting Project" for the City of Plantation.

City of Plantation
Fire Station No. 3 Floor Painting Project

Written Bids must be received by methods mention above, no later than **February 7th, 2017** local time on 11:00am. Any written bids received after 11:00am local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a written bid is received will be resolved against the Bidder.

All questions should be submitted by email to espencer@plantation.org and all responses will be answered in addendum format and will be posted on the Demand Star website only. It is the responsibility of the Bidder to check the Demand Star website for any changes and/or addendums to the Written Bid document.

The CITY reserves the right to reject any or all written bids, to re-advertise for written bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Charles Spencer Jr.
Procurement Administrator

Contractor's Response Section

Description	Unit Cost	Extended Cost
PAINTING OF BAY FLOOR ESTIMATED 61' X 62' 3782 Sq. Ft	[redacted]	[redacted]
PAINTING OF BAY FLOOR MEASURED AREA 3,600.00 SQF	$ 5.40 / Sq. Ft	$ 19,440.00
PAINTING OF LAUNDRY ROOM FLOOR FLOOR10' X 8' 80 Sq. Ft	[redacted]	[redacted]
PAINTING OF LAUNDRY ROOM FLOOR MEASURED AREA 80.00 SQF	$ 5.40 / Sq. Ft	$ 432.00
PAINTING OF HALLWAY FLOOR 10' X 6' 60 Sq. Ft	[redacted]	[redacted]
PAINTING OF HALLWAY FLOOR MEASURED AREA 60.00 SQF	$ 5.40 / Sq. Ft	$ 324.00
PAINTING OF BUNKER GEAR STORAGE ROOM FLOOR 25' X 9' 225 Sq. Ft	[redacted]	[redacted]
PAINTING OF BUNKER GEAR STORAGE ROOM FLOOR MEASURED AREA 220.00 SQF	$ 5.40 / Sq. Ft	$ 1,188.00
PAINTING OF OFFICE FLOOR 22' X 9' 198 Sq. Ft	[redacted]	[redacted]
PAINTING OF OFFICE FLOOR MEASURED AREA 160.00 SQF	$ 5.40 / Sq. Ft	$ 864.00
5'x5'City of Plantation Fire Department logo	$ 3,400.00	$ 3,400.00
Unit number's in black 20" letters and numbers (E-62, L-62, R-62)	$ 2,200.00	$ 2,200.00
TOTAL	$	$ 27,848.00

Work Location is an active Fire Station work will have to be completed and vehicles allowed back into bay area no more than 7 calendar days after work has started.

Please Affix Signature where indicated
(Failure to do so shall result in rejection of your quote)

By signature on this document, respondent acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the City's quote solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the City in official amendments prior to this date of submittal.

FIRM NAME: Techgroupone, Inc. DATE: 2/6/2017

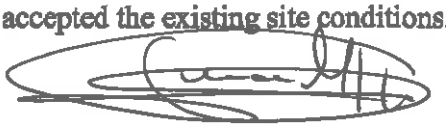
SIGNITURE: NAME & TITLE: Juan C. Maggi / President

TELEPHONE NO: (305) 517-3040 FAX NO: (954) 642-9814

EMAIL: contractor@techgroupone.com

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at Fire Station3 and hereby have accepted the existing site conditions.
12101 West Broward Boulevard,
Plantation FLA 33325



Juan C. Maggi	Techgroupone, Inc.	2/6/2017
Authorized Representative	Company	Date

Failure to attest to the above may be grounds for rejection of proposal.

[50]9001-14001

Revised 9/2014

February 07, 2017

City of Plantation
The procurement Division
City Hall
400 NW 73 Avenue
Plantation, FL 33317

REF: BID No. WB No. 054-16, Fire Station #3 Floor Painting Project

The proposal submitted by Techgroupone, Inc. is based on a complete procedure for removing existing painting and a system which is a built-up multi layer floor as follow:

- Removal of old coating: To truly open the pores of the concrete and allow for absorption, the concrete will be ground with a diamond blade grinder.
- Repair, patch, fill and seal joints, cracks, holes prior to coating with high quality products.
- New coated: Built-up multi layer floor system, colored and topcoated for protection, high performance vehicular/pedestrian traffic flooring system for concrete slabs-on-grade or for substrates with no waterproofing requirements.
- Painting Logo and letters: Outdoor heavy duty acrylic floor paint with topcoated for protection.

This System has been used in numerous Car Dealers, Auto Repair & Service Centers, Commercial and Industrial applications with excellent and durable results.

Sincerely,

Juan C. Maggi
President

TechGroupOne 304 Indian Trace #641 / Weston / FL 33326 • Ph: [305] 517-3040 / fax: [954] 642-9814
E-mail: contractor@techgroupone.com • www.techgroupone.com

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: Techgroupone, Inc.

By (sign): [signature]

Print Name: Juan C. Maggi

STATE OF Florida)
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Juan Carlos Maggi, known to be the persons described in or who has produced Florida Driver License as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 06 day of February, 2017.

SABRINA LABROSSE
MY COMMISSION # FF 185735
EXPIRES: December 28, 2018
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida

Sign: Sabrina Labrosse
Print: Sabrina Labrosse
My Commission Expires: 12/28/2018

[29]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: 2/6/2017

Signed: _____

Printed Name of Signor: Juan C. Maggi

Title of Signor: President

Name of Firm: Techgroupone, Inc.

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

Name:

Name:

By:

Name: Juan C. Maggi

Title: President

STATE OF Florida)
COUNTY OF Broward)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Juan Carlos Maggi, known to be the persons described in or who has produced Florida Driver License as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of February, 20 17

SABRINA LABROSSE
MY COMMISSION # FF 185735
EXPIRES: December 28, 2018
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida
Sign: Sabrina Labrosse
Print: Sabrina Labrosse
My Commission Expires: 12/28/2018

[64]9001-14001

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

Plantation
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CITY COUNCIL
Peter S. Tingom, President
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Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 1

WB No. 054-16

Fire Station No. 3 Floor Painting Project

City of Plantation

DATE OF ADDENDUM: January 11, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for WB No. 054-16.

General Questions

Question: How do you want the 5' x 5' City of Plantation Fire Department Logo and Unit numbers installed on the floor and Painted on or shelf adhesive sticker?

Response: The 5' x 5' City of Plantation Fire Department Logo and Unit numbers are to be painted on the floor in the locations designated by a City of Plantation Fire Department Representative.

Question: How will the Unit numbers be visible when the color requested for the flooring is black and the numbers are being requested in black? Do you want them outlined in with a visible outline?

Response: The color of the unit numbers are to be painted on the floor in white vice black paint in locations designated by a City of Plantation Fire Department Representative.

Question: Is there a Bid Bond?

Response: No

Question: Do you have an estimated budget for this project?

Response: Yes, $40,000.00

Bids must be submitted on or before February 7, 2017, 11:00 A.M. Bids may be hand delivered to City Hall, 400 NW 73 Avenue, Plantation, Florida 33317; Email: ESpencer@Plantation.org, via Fax: (954) 797-2649; or Demand Star.

All other terms, conditions and specifications remain unchanged for WB No.054-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: Techgroupone Inc

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otinlano
Director

Plantation
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CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 2

WB No. 054-16

Fire Station No. 3 Floor Painting Project

City of Plantation

DATE OF ADDENDUM: January 23, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for WB No. 054-16.

General Questions

Question: Is there a dead line for questions?

Response: The deadline for questions is usually set at 10 days to the closing date of the bid.
We will entertain questions after that time frame if there are still requirements of the bid that are still unclear.

Question: In case lead is found in paint, Abatement cost is included as allowances?

Response: If lead is found in the paint/flooring the City will open a new bid (depending on the total cost of the work) to remove all lead hazards. If required ONLY Florida-certified lead abatement contractors will be contracted to do the work. This work should not be required the structure was built after 1978.

Question: Are the existing yellow lines to be removed entirely?

Response: The currently yellow lines are to be either removed entirely or sanded down to the point where they will not affect the finish of the new product being laid

Question: Are there products specs you will provide?

Response: Painting and finishing products for use in the work shall be the standard best or top brands produced for each particular kind of material required herein. The products shall also comply with the applicable federal specifications and shall be equal to the product of one of the following manufacturers:
Amsterdam, Mercuty, Benjamin Moore, Pittsburgh, Dutch Boy, Pratt and Lambert, Glidden, Behr, or Sherwin Williams products used in the work described herein shall be covered by manufacturer's standard warranty. The workmanship shall be covered for a period of at least one year from date of completion/acceptance. Should any defects become apparent during these time periods, the Contractor shall repair the defective area/item(s) at no cost to the City.

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

Plantation
the grass is greener

CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
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Ron Jacobs

Bids must be submitted on or before February 7, 2017, 11:00 A.M. Bids may be hand delivered to City Hall, 400 NW 73 Avenue, Plantation, Florida 33317; Email: ESpencer@Plantation.org, via Fax: (954) 797-2649; or Demand Star.

All other terms, conditions and specifications remain unchanged for WB No.054-16.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

COMPANY NAME: Techgroupone Inc

Spencer, Ezzard "Charles"

From: Adriana Espinoza <contractor@techgroupone.com>
Sent: Thursday, February 16, 2017 10:03 AM
To: Spencer, Ezzard "Charles"
Cc: contractor@techgroupone.com
Subject: RE: WB NO. 054-16; City of Plantation- Fire Station No. 3 Floor Painting Project
Attachments: TrafficTuff-GSCSI.PDF

Good Afternoon Mr. Spencer:
Here are the answers to the questions you had about our submittal.

Q: Can you please provide me with product information on the "Built up multi-layer floor system"?

A: The system we are proposing to use is the Neogard TrafficTuff. As we indicated before this is a multi-layer system; this means that instead of regular paint this is a system that consist on 3 layers: a Base cote, la middle epoxy layer with an aggregate and a seal coat. The combinations of all these products create a high performance vehicular/pedestrian traffic flooring system that has a 5-year manufacturer warranty.

Q: What does substrates with no waterproofing requirements mean? Please explain in detail.

A: When we say that this system is for "substrates with no waterproofing requirements" we are saying that this system can be applied in substrates like concrete that don't need waterproofing.

For your reference we are attaching the specification data sheet so you can have a better idea of how this system work and all its performance requirements.
"Also if you like we can drop at your office a sample of the finished product so you can see how it looks".

Please let us know if you have any further questions.

Sincerely,

Juan Maggi
(954) 646-6997

TechGroupone

contractor@techgroupone.com

From: Spencer, Ezzard "Charles" [mailto:ESpencer@plantation.org]
Sent: Tuesday, February 14, 2017 2:33 PM
To: 'Adriana Espinoza'
Subject: WB NO. 054-16; City of Plantation- Fire Station No. 3 Floor Painting Project
Importance: High

Good Afternoon:

The City of Plantation is currently reviewing the bids and have a couple of questions relating to your submittal.

- Can you please provide me with product information on the "Built up mulita-layer floor system"?
- What does substrates with no waterproofing requirements mean? Please explain in detail.

You may reply directly to this email. If you should have any questions, please do not hesitate to contact me.

Thank you,

Charles Spencer Jr. FCCN, FCCM
Procurement Administrator
Ph. (954) 797-2647
Fax: (954) 797-2649

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send your electronic mail to this entity. Instead, contact this office by phone or in writing.

Guide Specification

Note to Specifier: This document has been prepared by NEOGARD® in printed and electronic media, as an aid to specifiers in preparing written construction documents for TrafficTuff flooring. For further information regarding specific project applications, contact your local NEOGARD® representative.

PART 1 GENERAL

1.1 SUMMARY

A. Provide labor, materials, equipment and supervision necessary to install a vehicular/pedestrian traffic flooring system as outlined in this specification.

B. The manufacturer's application instructions for each product used are considered part of this specification and should be followed at all times.

C. Related Sections:
1. Section 03 30 00: Cast-in-Place Concrete
2. Section 07 92 00: Joint Sealants
3. Section 07 95 00: Expansion Control

1.2 SYSTEM DESCRIPTION

A. TrafficTuff shall be a complete system of compatible materials supplied by NEOGARD® to create a high performance vehicular/pedestrian traffic flooring system for concrete slabs-on-grade or for substrates with no waterproofing requirements.

B. TrafficTuff shall be designated for application on the specific type of substrate indicated on the drawings.

1.3 SUBMITTALS

A. Product Data: Submit NEOGARD® product literature and installation instructions.

B. Project Reference List: Submit list of projects as required by this specification.

C. Samples: Submit samples of specified vehicular/ pedestrian traffic flooring system. Samples shall be construed as examples of finish only.

D. Applicator Approval: Submit letter from manufacturer stating applicator is approved to install the TrafficTuff system.

E. Warranty: Submit copy of manufacturer's standard warranty to cover a period of one year.

1.4 QUALITY ASSURANCE

A. Supplier Qualifications: TrafficTuff, as supplied by NEOGARD®, is approved for use on this project.

B. Applicator Qualifications: Applicator shall be approved to install specified system.

1.5 DELIVERY, STORAGE AND HANDLING

A. Delivery: Materials shall be delivered in original sealed containers, clearly marked with supplier's name, brand name and type of material.

B. Storage and Handling: Recommended material storage temperature is 75°F (23°C). Handle products to avoid damage to container. Do not store for long periods in direct sunlight.

1.6 PROJECT CONDITIONS

A. Environmental Conditions:
1. Do not proceed with application of materials when substrate temperature is less than 50°F (10°C). It is recommended to maintain a minimum concrete temperature of 50°F (10°C) for a minimum of 48 hours before, during and after installation, or until cured.
2. Concrete must be free of hydrostatic, capillary or moisture vapor pressure. Substrates in contact with ground must have a properly installed, effective vapor barrier to help prevent potential problems resulting from hydrostatic, capillary or moisture vapor pressure. Moisture content of concrete not to exceed 3 pounds per 1,000 square feet per 24 hours when tested by the referee or quantitative calcium chloride test method.
3. Do not apply materials unless surface to receive coating is clean and dry.

1.7 WARRANTY

A. Upon request, NEOGARD® shall offer a manufacturer's standard warranty upon receipt of a properly executed warranty request form.

PART 2 PRODUCTS

2.1 MANUFACTURER

A. NEOGARD® a Division of Hempel (USA), Inc., 2728 Empire Central, Dallas, TX 75235, (800) 321-6588, Fax (214) 357-7532, www.neogard.com.

2.2 MATERIALS

A. TrafficTuff:
1. Epoxy: 70714/70715-09 clear.
2. Epoxy Seal Coat: 70714-XX/70715-09 pigmented.
3. Crack Filler: 70718/70719 flexible epoxy or other flexible epoxy approved by NEOGARD® .
4. Sealant: 70991 or other polyurethane sealant approved by NEOGARD®.
5. Fillers: PI934 fumed silica and 7992 blended
6. aggregates.
7. Exterior Optional Coat: 70805/7952 pigmented chemical resistant urethane (CRU) or Acrylithane HS2/99951.

2.3 MATERIAL PERFORMANCE CRITERIA

A. Typical performance requirements for the vehicular/ pedestrian traffic flooring used on this project are:

PERFORMANCE REQUIREMENTS OF CURED FILM		
PHYSICAL PROPERTIES	**TEST METHOD**	**RESULTS**
Compressive Strength	ASTM D695	15,000 psi
Tensile Strength	ASTM D638	2,000 psi
Elongation	ASTM D638	40%
Flexural Strength	ASTM D790	1,900 psi
Flexural Modulus	ASTM D790	62,000 psi
Shore D Hardness	ASTM D2240	77
Adhesion	ASTM D4541	400 psi
Water Resistance	ASTM D570	0.17%
MVT @ 10 mils	ASTM E96	0.18 Perm
Impact Flexibility	ASTM D6905-03	Pass @ 120 in/lb
Taber Abrasion, 1,000 cycles CS-17	ASTM D4060	61 mg

The above tested results are typical values. Individual lots may vary up to 10% from the typical value. Further technical information can be found at www.neogard.com.

2.4 ACCESSORIES

A. Miscellaneous materials such as cleaning agents, fabric reinforcement, drains, etc. shall be a composite part of the coating system and shall be compatible with the specified TrafficTuff system.

2.5 MIXING

A. Comply with manufacturer's instructions for mixing procedures.

B. Carefully measure and mix the components together.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that the work done under other sections meets the following requirements:
   1. That the concrete substrate surface is free of ridges and sharp projections, sound and dry.
   2. That the concrete was cured for a minimum of 28 days (minimum of 3,500 psi compressive strength). The use of concrete curing agents, if any, shall be of a sodium silicate base only; others require written approval by NEOGARD®.
   3. That damaged areas of the concrete substrate be restored to match adjacent areas. Use 70714/70715-09 epoxy and oven-dry silica aggregate approved by NEOGARD® for filling and leveling at a ratio of one part epoxy mixed with four parts aggregate by volume.

3.2 PREPARATION

A. Protection:
   1. Protect adjacent surfaces from damage resulting from work of this trade. If necessary, mask and/or cover adjacent surfaces, fixtures, equipment, etc. by suitable means.
   2. Provide a suitable work station to mix the coating materials.

B. Surface Preparation:
   1. Cleaning: Surfaces contaminated with oil or grease shall be vigorously scrubbed with a power broom and a strong, non-sudsing detergent. Thoroughly wash, clean and dry. Areas where oil or other contaminants penetrate deep into the concrete may require removal by mechanical methods.
   2. Steel shotblast the surface to remove surface contaminants. Proper care and procedure should be taken to leave the concrete surface as unopened as possible. An improper steel shotblast can cause "pinholes" in concrete surfaces, which can result in blister problems during the application of the superior chemical resistant flooring system. Note: Shotblasting does not remove deep penetrating oils, grease, tar or asphalt stains. Proper cleaning procedures should be followed to insure proper bonding of epoxy flooring.
   3. Non-moving Cracks: After shotblasting, fill all non-moving cracks with 70714/70715-09 epoxy mixed with PI934 fumed silica to form a paste. The mix ratio is one part 70714/70715-09 epoxy to 2 (up to 3) parts PI934 fumed silica by volume.
   4. Moving Cracks or Control Joints: Route all large cracks, remove dust and debris, and fill flush with 70718/70719 flexible epoxy.
   5. Moving Control Joints: Seal secondary control joints with 70991 sealant. Re-incorporate expansion joints and control joints into flooring system if conditions require. Consult NEOGARD® for details on moving cracks, expansion joint details and moving control joints.
   6. Surface Condition: Concrete must be free of hydrostatic, capillary or moisture vapor pressure. Substrates in contact with ground must have a properly installed, effective vapor barrier to help prevent potential problems resulting from hydrostatic, capillary or moisture vapor pressure. Moisture content of concrete not to exceed 3 pounds per 1,000 square feet per 24 hours when tested by the referee or quantitative calcium chloride test method.
   7. Do not apply materials unless surface to receive coating is clean and dry.

3.3 APPLICATION

A. Base Coat: Mix 70714/70715-09 clear at a ratio of 2:1 by volume. Apply at a rate of 100 sf/gal (16 mils wft) to prepared substrate with a notched squeegee, notched trowel or short nap (3/8") phenolic core roller. Back roll with a short-napped phenolic core roller.

B. Aggregate: Broadcast 7992 blended aggregate into wet epoxy base coat until refusal at a rate of approximately 15 lbs/100sf. Maintain a one to two foot wet edge without any aggregate to allow for a smooth transition to the

next pass of neat epoxy. Allow to cure 8–9 hours @ 75°F (23°C). Remove excess aggregate.

C. Seal Coat: Mix 70714-XX/70715-09 pigmented at a ratio of 2:1 for 3 minutes. Apply seal coat of 70714-XX/70715-09 pigmented at a rate of 130 sf/gal (12 mils wft) and allow to cure 8–9 hours @ 75°F (23°C) or until tack free. For color options, refer to the NEOGARD® Color Chart.

D. Exterior Optional Coat: Apply coat of pigmented CRU 70805/7952 or Acrylithane HS2/99951 at a rate of 200sf/gal (8 mils wft) and allow to cure, 24 hours @ 75°F (23°C) before allowing foot traffic or 48 hours @ 75°F (23°C) for heavy traffic.

3.4 CLEANING

A. Remove debris resulting from completion of coating operation from the project site.

3.5 PROTECTION

A. After completion of application, do not allow heavy traffic on coated surfaces for a period of at least 48 hours @ 75°F (23°C), or until completely cured 7 days @ 75°F (23°C).

END OF SECTION

Manufacturer warrants that the physical properties of the product reported above will meet the standards and deviations of the associated ASTM test method. **MANUFACTURER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** Buyer must make its own determination of the suitability of any product for its use, whether such product is used alone or in combination with other materials. **To the extent this or any of Manufacturer's products is proven to be defective, Buyer's sole remedy shall be limited to the replacement of such defective product, exclusive of any costs of labor. MANUFACTURER SHALL NOT BE LIABLE OR OBLIGATED FOR ANY LOSS OR CONSEQUENTIAL OR OTHER DAMAGE INCURRED DIRECTLY OR INDIRECTLY BY BUYER OR ANY OTHER PERSON OR ENTITY THAT ARISES IN ANY WAY IN RELATION TO THIS OR ANY OF MANUFACTURER'S OTHER PRODUCTS.** Nothing contained herein shall be construed to constitute inducement or recommendation to practice any invention covered by any patent without authority of the owner of the patent. No Applicator is or should be viewed as an employee or agent of Manufacturer. TrafficTuff-GSCSI ksk 07132016.indd

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

Plantation
the grass is greener

CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

City of Plantation
Procurement Division
WRITTEN BID LETTER
(Informal Competitive Bid)

We propose to furnish all labor, materials, equipment, incidentals, and permits for City of Plantation Fire Station # 3 Floor Painting Project, as indicated in the attached specifications for the unit prices indicated on the attached Written Bid (WB) form for which the prices have been set. The price or prices offered herein shall apply for the time stated in the WB No. 054-16

We further agree to strictly abide by all the terms and conditions contained in the WB. Any exceptions to the requirements of the WB, the terms and condition of the proposed agreement shall be noted in writing, with detailed explanation, and included with this Bid. The Respondent acknowledges that taking exception may subject this Written Bid to be rejected.

It is understood and agreed that this Written Bid constitutes an offer, which when accepted in writing by the City of Plantation and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Plantation.

It is understood and agreed that we have read and understood the scope of work presented in the technical specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

The prices offered herein shall be valid for a period of sixty (60) days from Written Bid Due Date.

WRITTEN BID SIGNATURES AND CERTIFICATIONS
(Bidder- Sign and return with Bid)

I certify that, if awarded a contract, the Respondent will furnish all labor, materials, equipment, incidentals, and permits for the City of Plantation Fire Station # 3 Floor Painting Project, as indicated in the specifications and plans for the unit prices indicated on the attached WB, the Written Bid and the terms of the final contract between the Respondent and City of Plantation.

1. I certify on behalf of the Respondent that this Written Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, or services and is in all respects fair and without collusion or fraud. I understand that collusive quoting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Written Bid and certify that I am authorized to sign this Written Bid for the Respondent.

2. I certify that this Written Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. I understand collusive quoting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this WB and certify that I am authorized to sign this Written Bid for the Respondent.

Authorized Signature: _____ Date: 1/25/17

Print/Type Name: ALOK BARKEN

Print/Type Company Name: P&M GENERAL CONTRACTOR SERVICES INC

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

Plantation
the grass is greener

CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

DATE: December 28, 2016

Written Bid No.: WB No. 054-16

WRITTEN BID
(Informal Competitive Bid)

ALL INTERESTED PARTIES:

The City of Plantation, Florida, hereinafter referred to as CITY, will receive Bids hand delivered to City Hall, 400 NW 73 Avenue, Plantation, Florida 33317, Emailed: ESpencer@Plantation.org, via Fax: (954) 797-2649, or Demand Star for:

The Procurement Division is currently advertising to get responsible bids for "Fire Station # 3 Floor Painting Project" for the City of Plantation.

City of Plantation
Fire Station No. 3 Floor Painting Project

Written Bids must be received by methods mention above, no later than February 7th, 2017 local time on 11:00am. Any written bids received after 11:00am local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a written bid is received will be resolved against the Bidder.

All questions should be submitted by email to espencer@plantation.org and all responses will be answered in addendum format and will be posted on the Demand Star website only. It is the responsibility of the Bidder to check the Demand Star website for any changes and/or addendums to the Written Bid document.

The CITY reserves the right to reject any or all written bids, to re-advertise for written bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Charles Spencer Jr.
Procurement Administrator

Technical Specifications
Scope of Services

Vendor/Contractor shall provide the following:

Contractor will provide all the necessary manpower, tools, materials and equipment required to complete execution of all painting work specified herein, as described in the scope of services. Work is to be completed in an active Fire Station, work will be completed and vehicles allowed back into the Bay areas no more than 7 calendar days after work has started.

Work Included:

The Contractor shall conduct the operation of this contract in a cooperative manner with the City of Plantation and shall interfere as little as possible with the normal operation and function of the operation of the Fire Station.

____A. The complete painting of the Bay floor and attached rooms.
Work area Includes See below:

1. BAY: 61' X 62' 3782 Sq. Ft
2. Laundry Room: 10' X 8' 80 Sq. Ft
3. Hallway: 10' X 6' 60 Sq. Ft
4. Bunker Gear Storage: 25' X 9' 225 Sq. Ft
5. Office: 22' X 9' 198 Sq. Ft

****All measurements are approximates: Total estimated area 4500 Sq. Feet****

____B. The complete installation of a 5'x5'City of Plantation Fire Department logo on the bay floor in a location to be determined by a City of Plantation Representative (see attached).

____C. The bay floor and attached rooms will be painted with gray polyurethane or approved equivalent.

____D. The area where apparatus park (3 bays) will be black polyurethane separated from the gray by 6" yellow polyurethane lines.

____E. The Contractor will paint unit numbers in black 20" letters and numbers (E-62, L-62, R-62) in the front of each apparatus (Fire Truck/Unit). (Distance from bay doors to be determined by City of Plantation Fire Department before job starts).

Preparation of Surfaces:

A. General

1. Before any disturbance of painted surfaces is undertaken a determination must be made as to the existence of Lead Based Paint.

2. All surfaces specified to be painted shall be pressure cleaned prior to any painting of the floor surface is undertaken.

3. All surfaces specified to be painted shall be dry and cleaned free of all dirt, grit, grease, mold, mildew, foreign substances and all loose, peeling, blistering, chalking or scaling paint.

B. Repair Work

1. The work of this contract shall include the complete patching of damaged or deteriorated floor areas.

2. Cracks, holes, bulges, or gouges in the floor surface shall be properly repaired and sanded smooth. Loose, peeling, blistering, chalking and scaling paint shall be removed to the refusal point by scraping/sanding.

3. All repaired areas shall be scraped/sanded, planed, and spot-primed prior to painting.

4. The Contractor shall determine whether holes in the floor surface are to be patched or if it will be required to repair by the pouring of new concrete.

5. Expansion joints will be filled.

6. All patching and repair work shall be sealed. Patching material meet ASTM Specifications and the local building code. Mixing, application and installation shall be in accordance with manufacturer's instructions.

7. Moisture content testing must be completed and mitigation completed if necessary.

8. Anti-Skid Aggregate will be added.

Lead Safe Work Practices:

All coatings, preparation and painting must conform to all applicable federal, state and local regulations for Lead Based Paint (LBP) including those listed below. In the absence of an existing LBP report indicating no lead in surfaces scheduled to be painted, bidders must either include certification from an EPA risk assessor that the surfaces to be painted are lead free or that they are EPA Renovation, Repair and Painting (RRP) certified.

1. Under the EPA RRP rule, (April 22, 2010), contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination.

City's Responsibility:

- Provide clear, free and safe access to the area to be worked on.
- Maintaining power to vital or necessary building equipment and processes.
- Provide a staging/work area for the set up.

- Provide one (1) City of Plantation personnel for the coordination of schedules, staging/moving of equipment and for safety.

- Provide all temporary power necessary for processes and operations.

Reference Codes and Standards, Regulatory Requirements

All inspections and tests shall be in accordance with the following codes and standards.

- American Society for Testing and Materials-ASTM

- National Fire Protection Assoc.-NFPA (Latest Edition)
  (i) 70: National Electrical Code- NEC

Safety:

The Contractor shall be responsible for the safe conduct of his/her personnel at all times during the execution of the work detailed herein. The Contractor shall provide all necessary tools and personal protective equipment. Should an unsafe condition or procedure be identified during this work, the activity shall be immediately suspended until such time as a safe method can be implemented.

Products:

All products are to be delivered to the site with the manufacturer's label affixed to the original unopened container.

Painting and finishing products for use in the work shall be the standard best or top brands produced for each particular kind of material required herein. The products shall also comply with the applicable federal specifications and shall be equal to the product of one of the following manufacturers:
Amsterdam Mercury Benjamin Moore Pittsburgh Dutch Boy Pratt and Lambert Glidden Behr Sherwin Williams

Warranty:

The products used in the work described herein shall be covered by manufacturer's standard warranty. The workmanship shall be covered for a period of at least one year from date of completion/acceptance. Should any defects become apparent during these time periods, the Contractor shall repair the defective area/item(s) at no cost to the City. All warranty repairs shall be completed within 30 calendar days… The warranty statement shall be for all work mentioned herein and any work perform due to the results of the inspections.

General Workmanship:

A. All work shall be done in a neat and clean manner by experienced, capable personnel.

B. Each coat of paint shall be evenly worked out and allowed to dry according to the manufacturer's recommendations before subsequent coats are applied. Each coat of primer and paint shall be a different tint from that of the preceding coat.

C. Finish coat or coats of paint shall be of the exact shade or shades, texture and consistency as approved by the City of Plantation. The Contractor shall not change the color of any paint that has already been approved by the City of Plantation unless authorized to do so in writing.

D. The finished work shall be free from runs, sags, holidays, defective brushing or stippling, and clogging of lines and angles of the trim.

E. It shall be distinctly understood that the number of coats of material recommended by the manufacturer specifies a minimum. Even with a material of specified quality, mere applications of the stated number of coats will not assure acceptance, unless a sample of the quality of the workmanship and the hiding qualities of the work is approved by the City of Plantation.

F. The thinning of good material for additional coverage, the use of poor materials and the adulteration with inferior substitute materials is not be permitted. A full-bodied finish of the paint surface is required under this contract regardless of the number of coats necessary to accomplish the result.

G. All surfaces shall be left clean at completion of the work.

H. Drop cloths shall be kept clean at all times.

I. No painting shall be undertaken if air or surface temperature is below 50 degrees Fahrenheit or immediately following rain or until frost, dew or condensation has evaporated.

Protection A:

A. The Contractor shall protect floors and other finished surfaces from damage during the execution of the work.

B. The Contractor shall be responsible for any damage to other work. Any materials which, in the opinion of the City of Plantation, have become damaged to such an extent that they cannot be restored to their original condition shall be replaced at the Contractor's expense.

C. Work not to be finished under this contract shall be protected against spatter, stain or soiling, and each type of finished surface shall be protected against defacement by other subsequent finishes. Such protected items are to include all permanent labels on doors and windows, receptacle and switch plates, vinyl and rubber base moldings.

Touching Up:

A. At the completion of the work specified, all painted work shall be touched up and restored where damaged, defaced or defective, and the entire work left free from

blemishes. Punch lists issued by the City of Plantation for correction of defective work must be completed within three working days from date of issue.

Cleaning:

A. The Contractor shall clean all paint spots, oil and stains from floors, woodwork, glass, hardware, tile, metal work, and all similar items and leave the floors broom clean upon completion.

Inspection and Acceptance

All work shall be inspected and approved by a City of Plantation representative in order to receive acceptance. Should any discrepancy be identified during the inspection process, the Contractor shall correct the defect prior to receiving any compensation for the work. No additional compensation will be granted for a delay completing the inspection process or the correction of any discrepancies.

Location:

All work listed will be completed at the below address:

Fire Station # 3
12101 West Broward Boulevard
Plantation, Florida 33325

It is highly recommended that bidders perform a site visit in order to obtain accurate measurements. If a bidder should need to perform a Site Visit to properly provide a quotation for the work, please contact Charles Spencer, Phone: (954) 452-2647 or Email: Espencer@Plantation.org to schedule an appointment.

Contractor's Response Section

Description	Unit Cost	Extended Cost
PAINTING OF BAY FLOOR ESTIMATED 61' X 62' 3782 Sq. Ft	[redacted]	[redacted]
PAINTING OF BAY FLOOR MEASURED AREA 3813	$ 6.25	$ 23,831.25
PAINTING OF LAUNDRY ROOM FLOOR FLOOR10' X 8' 80 Sq. Ft	[redacted]	[redacted]
PAINTING OF LAUNDRY ROOM FLOOR MEASURED AREA 80	$ 7.00	$ 560.00
PAINTING OF HALLWAY FLOOR 10' X 6' 60 Sq. Ft	[redacted]	[redacted]
PAINTING OF HALLWAY FLOOR MEASURED AREA 60	$ 7.00	$ 420.00
PAINTING OF BUNKER GEAR STORAGE ROOM FLOOR 25' X 9' 225 Sq. Ft	[redacted]	[redacted]
PAINTING OF BUNKER GEAR STORAGE ROOM FLOOR MEASURED AREA 232	$ 7.00	$ 1624.00
PAINTING OF OFFICE FLOOR 22' X 9' 198 Sq. Ft	[redacted]	[redacted]
PAINTING OF OFFICE FLOOR MEASURED AREA 201	$ 7.00	$ 1407.00
5'x5'City of Plantation Fire Department logo	$ 100.00	$ 2500.00
Unit number's in black 20" letters and numbers (E-62, L-62, R-62)	$ 800	$ 800.00
TOTAL	$	$ 31,142.00

Work Location is an active Fire Station work will have to be completed and vehicles allowed back into bay area no more than 7 calendar days after work has started.

Please Affix Signature where indicated
(Failure to do so shall result in rejection of your quote)

By signature on this document, respondent acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the City's quote solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the City in official amendments prior to this date of submittal.

FIRM NAME: P2M General Contractor Inc DATE: 1/25/2017

SIGNITURE: _____ NAME & TITLE: Alex Fabian (Pres.)

TELEPHONE NO: 407-271-3083 FAX NO: 954-924-4419

EMAIL: fabio.p2m@gmail.com

PLANTATION
TRAINING
FIRE
RESCUE
PREVENTION
FIRE DEPARTMENT
EST. 1957

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at _____ and hereby have accepted the existing site conditions.

Authorized Representative	Company	Date
	PZM	2/2/2017

Failure to attest to the above may be grounds for rejection of proposal.

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, ssiattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: Dan General Contractor Services, Inc

By (sign): _____

Print Name: Alex Barlow

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Alex Barlow, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of February, 2017.

Jeffrey S. Schiller
COMMISSION #FF196911
EXPIRES: March 5, 2019
WWW.AARONNOTARY.COM

Notary Public, State of Florida

Sign: _____

Print: Jeffrey Schiller

My Commission Expires: 3/5/2019

[29]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: 2/2/2017

Signed: _____

Printed Name of Signor: Alex Ramos

Title of Signor: President

Name of Firm: Prime General Contractor Services, Inc.

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in section 2-220(b) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), 2-220(e) (sealed bids in response to an invitation to bid), and 2-220(f) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars ($3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

(c)

Disclosure. The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars ($3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments.

(d)

Exceptions. The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:

(1)

Goods or services provided under a cooperative purchasing agreement or interlocal agreement;

(2)

Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;

(3)

Purchases made or contracts let under emergency or noncompetitive situations;

(4)

Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in section 2-226(b) (which is currently three thousand five hundred sixty-nine dollars ($3,569.00)) and as may be increased or decreased by authorized adjustments;

(5)

Purchases or contracts procured utilizing procurement processes set forth in section 2-220(b) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,

(6)

Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.

(e)

The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.

(f)

The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

(g)

The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared ALEX BARON, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of February, 2017

Jeffrey S. Schiller
COMMISSION #FF196911
EXPIRES: March 5, 2019
WWW.AARONNOTARY.COM

Notary Public, State of Florida

Sign: _____
Print: Alex Baron
My Commission Expires: 3/5/2019

[64]9001-14001

PLANTATION
TRAINING
FIRE
RESCUE
PREVENTION
FIRE DEPARTMENT
EST. 1957

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

Plantation
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Ron Jacobs

ADDENDUM No. 1

WB No. 054-16

Fire Station No. 3 Floor Painting Project

City of Plantation

DATE OF ADDENDUM: January 11, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for WB No. 054-16.

General Questions

Question: How do you want the 5' x 5' City of Plantation Fire Department Logo and Unit numbers installed on the floor and Painted on or shelf adhesive sticker?

Response: The 5' x 5' City of Plantation Fire Department Logo and Unit numbers are to be painted on the floor in the locations designated by a City of Plantation Fire Department Representative.

Question: How will the Unit numbers be visible when the color requested for the flooring is black and the numbers are being requested in black? Do you want them outlined in with a visible outline?

Response: The color of the unit numbers are to be painted on the floor in white vice black paint in locations designated by a City of Plantation Fire Department Representative.

Question: Is there a Bid Bond?

Response: No

Question: Do you have an estimated budget for this project?

Response: Yes, $40,000.00

Bids must be submitted on or before February 7, 2017, 11:00 A.M. Bids may be hand delivered to City Hall, 400 NW 73 Avenue, Plantation, Florida 33317; Email: ESpencer@Plantation.org, via Fax: (954) 797-2649; or Demand Star.

All other terms, conditions and specifications remain unchanged for WB No.054-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: PZM General Contractor Services, Inc.

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

Plantation
the grass is greener

CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 2

WB No. 054-16

Fire Station No. 3 Floor Painting Project

City of Plantation

DATE OF ADDENDUM: January 23, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for WB No. 054-16.

General Questions

Question: Is there a dead line for questions?

Response: The deadline for questions is usually set at 10 days to the closing date of the bid.
We will entertain questions after that time frame if there are still requirements of the bid that are still unclear.

Question: In case lead is found in paint, Abatement cost is included as allowances?

Response: If lead is found in the paint/flooring the City will open a new bid (depending on the total cost of the work) to remove all lead hazards. If required ONLY Florida-certified lead abatement contractors will be contracted to do the work. This work should not be required the structure was built after 1978.

Question: Are the existing yellow lines to be removed entirely?

Response: The currently yellow lines are to be either removed entirely or sanded down to the point where they will not affect the finish of the new product being laid

Question: Are there products specs you will provide?

Response: Painting and finishing products for use in the work shall be the standard best or top brands produced for each particular kind of material required herein. The products shall also comply with the applicable federal specifications and shall be equal to the product of one of the following manufacturers:
Amsterdam, Mercury, Benjamin Moore, Pittsburgh, Dutch Boy, Pratt and Lambert, Glidden, Behr, or Sherwin Williams products used in the work described herein shall be covered by manufacturer's standard warranty. The workmanship shall be covered for a period of at least one year from date of completion/acceptance. Should any defects become apparent during these time periods, the Contractor shall repair the defective area/item(s) at no cost to the City.

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

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Bids must be submitted on or before February 7, 2017, 11:00 A.M. Bids may be hand delivered to City Hall, 400 NW 73 Avenue, Plantation, Florida 33317; Email: ESpencer@Plantation.org, via Fax: (954) 797-2649; or Demand Star.

All other terms, conditions and specifications remain unchanged for WB No.054-16.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

COMPANY NAME: Prime General Contractor Services, Inc.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA:
Business Name: P2M GENERAL CONTRACTOR SERVICES INC

Receipt #: 180-245547
Business Type: GENERAL CONTRACTOR

Owner Name: JEFFREY STEPHEN SCHILLER (QUAL)
Business Location: 13881 SW 39 ST DAVIE
Business Phone: 407 271-3083

Business Opened: 10/01/2011
State/County/Cert/Reg: CGC061700
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

P2M GENERAL CONTRACTOR SERVICES IN
13881 SW 39 ST
DAVIE, FL 33330

Receipt #30B-15-00009579
Paid 09/14/2016 27.00

2016 - 2017

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
J & J Insurance Associates
7037-B Taft St.
Hollywood, FL 33024
Phone (954) 893-5558 Fax (954) 893-1174

CONTACT NAME: BRAD BRACCIO
PHONE (A/C, No, Ext): (954) 893-5558 FAX (A/C, No): (954) 893-1174
E-MAIL ADDRESS: jj_ins1@bellsouth.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lloyd's of London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
P2M GENERAL CONTRACTOR
13881 SW 39 STREET
DAVIE FL 33330

REVISION NUMBER:

COVERAGES CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER			AMT008351	09/21/2016	09/21/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 100,000.00 $ EXCLUDED $ 1,000,000.00 $ 2,000,000.00 $ 1,000,000.00
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GENERAL CONTRACTOR

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

BRAD BRACCIO

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P2MGE-1 OP ID: HP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INNOVATIVE INSURANCE CONSULTANTS, INC. 5461 UNIVERSITY DRIVE, #103 CORAL SPRINGS, FL 33067 BARRY S. GOLDSTEIN	CONTACT NAME: BARRY S. GOLDSTEIN PHONE (A/C, No, Ext): 954-340-9551 FAX (A/C, No): 954-340-9456 E-MAIL ADDRESS: BARRY@INNOVATIVE-INSURANCE-COM
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AMERICAN BUILDERS INS. CO. — 11240 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED P2M GENERAL CONTRACTOR SERVICES INC 13881 SW 39TH ST. DAVIE, FL 33330	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV0194476-02 BLANKET WAIVER INCL.	05/01/2016	05/01/2017	X PER STATUTE X OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

PLANT-1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Barry S. Goldstein

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

SCHILLER, JEFFREY STEPHEN
P2M GENERAL CONTRACTOR SERVICES, INC
13881 SW 39TH STREET
DAVIE FL 33330

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESSAND
PROFESSIONAL RE-·-c,ULATION
CGC061700 ISSUED: 08/23/2016

CERTIFIED GENERAL CONTRACTOR
SCHILLER, JEFFREY STEPHEN
P2M GENERAL CONTRACTOR SERVICES I

ISCE[HIFIED under the royisjons of Ch.489 FS.
Expiration daie.: ·AUG31, 2018 L1608230003021

DETACH HERE

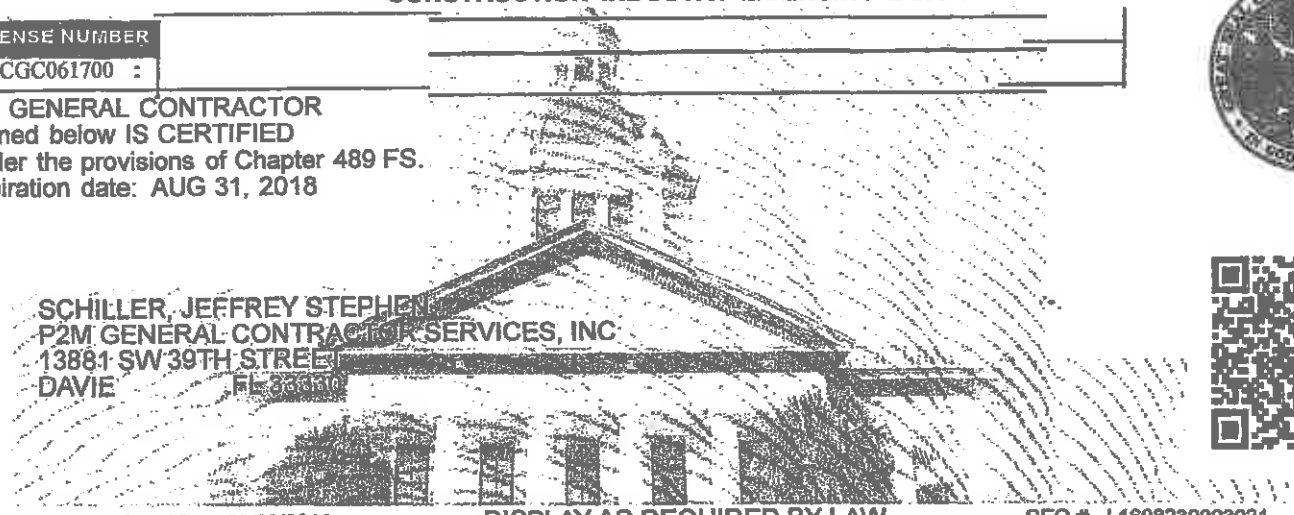
RICK SCOTI, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSI[;.IESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
.CGC061700 :

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

SCHILLER, JEFFREY STEPHEN
P2M GENERAL CONTRACTOR SERVICES, INC
13881 SW 39TH STREET
DAVIE FL 33330



ISSUED: 08/23/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608230003021

P2M General Construction Services Inc.

18331 SW 39th, Street

Davie Florida 33330

Phone 407 271 3083

Marina Medical
955 Shotgun Road
Sunrise, Florida 33330
Phone 954 924 4418
E Mail laura@marinamedical.com

Contact Manager Miss. Laura Hucklack

This contract was awarded in 2/14/11 the scope of work consisted of a total interior remodeling which involves framing with 24 and 16 gauge metal ,plumbing, ADA bathrooms and partitions, all millwork acoustic ceiling, 50 tons of HVAC installation, placement of 1200 sheet dry wall, epoxy flooring and painting. Total costs associated with this project including change order $165,000.00. This project was completed on time and on original costs.

NUI Academy Multipurpose Hall
10600 SW 59th. Street
Davie, Florida 33328
Phone 954 924 4418
E-mail allanbaksh@aol.com

Contact president Mr. Allan Baksh

This project consisted of interiors build out of said premises the scope of work involved electrical, framing and drywall with level 5 finish, interior ceiling both hard and acoustical, plumbing and interior painting. (2013)

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33036.
Phone 954 214 8530
E-Mail sbuckland@ppines.com

Contact Project manager Mr. Steve Buckland

This contract was awarded in 7/8/14 it consisted of remodeling a 25000 square foot building, we were Responsible for the framing and placement of 800 sheet of drywall, 25,000 square foot of acoustic Ceiling and the installation of one hundred and forty one doors both interior and exterior after rebuilding eighty door opening with header and columns. Our cost for this project was $224,460.00 (2013)

Jacaranda Group Inc.
13114 glen St. Mary
Florida, 32040
Phone 904 599 2653
E-Mail acambell@jacarandacons.com

Contact owner Mr. Austin Campbell

We worked with this company remodeling twelve two story building for the city of Jacksonville Housing Authority in 2009, and another ten building in 2010 for the Orlando Housing Authority. Our scope of work was to demolish the interior of all apartments and re frame, sheetrock, texture all walls, install new plywood cabinet and vanity, tiling all bathrooms and painting interior of all apartments. WE were also awarded the painting of the exterior of both property. Our costs associated with this project was for the sum of $ 765,780.00 (2013-2014)

Intramed Inc.
11SW 12th Ave
Dania Beach
Florida, 33004
Phone 954 214 7892

Contact owner Mr. Larry Pizak

This contract was awarded in June 2014 and consisted of remodeling the interior and exterior of a 4000 sq.ft. building to house a pharmacy. The work consisted of framing, placement dry wall, new electrical, acoustic ceiling, HVAC installation, exterior remediation and waterproofing, and shop front doors and windows, floor tiling and painting. The cost for this project was $186.000.00 (2014)

Sunrise Intercostal Plastic Surgery center
901 NE 29th. Ave
Fort Lauderdale
Florida

Phone 954 444 3129
E-Mail theresa@palmplasticsurgery.com

Contact owner Miss. Theresa lee

This project was awarded in 7/4/14 at a cost of $324,000.00. The scope of work involve total interior renovation, demolishing the entire interior and rebuilding as per new drawings. This work involves renovating two floors consisting of new office, reception area, recovery rooms, surgical rooms, ADA restroom, new electrical wiring and panels to accommodate new equipment, interior painting and tiling. (2015)

TDC Visitor Center Walton County
Central purchasing
176 Montgomery Circle
De funiak Springs
Florida 32435
Phone 850 267 1216
E-Mail josh@visitsouthwalton.com

Contract Project manager Mr. Josh Irvine

Painting the entire visitor center, this project was all painted manually the total cost for the said Project was $48.500.00 this project was completed on time and budget. (2015)

Fire Station #94
4555 Sol Press Boulevard
Coconut Creek, Florida
Phone 954 448 9154
E-Mail litalico@coconutcreek.net

Contact Project manager Mr. Lou Italico

This project consisted remodeling the interior and painting of the fire station for the sum of $226500.00 (2015)

Key West Fire Station and Police Station
633 Palm Avenue
Key West
Florida 33040
Phone 305 747 0163
E-Mail madavila@cityofkeywest-fl.gov

Contact Project manager Mr. Marcus Davila

This project consists of painting the interior and exterior of a fully functioning police station, as well as the exterior of the Fire station. ($60,000.00) This project is now in a punch out stage.(2015)

NUI Academy
10600 S.W. 59th street
Davie Florida 33330
Phone 754 610 4983
E-mail brogulmahamad@gmail.com

Contact Project manager Mr. Gul Mahamad

The project consist of building from ground up 12,000 square ft. private school, at a total costs of Seven hundred and forty two thousand dollars. This project is now out of the ground and should be completed in the next five month.(2016)

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Marina Medical Instruments, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
955 Shotgun Road

Requester's name and address (optional)

City, state, and ZIP code
Sunrise, FL 33326

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
65 0823108

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] JEFF SCHILLER Date ▶ 5/4/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

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CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

DATE: December 28, 2016

Written Bid No.: WB No. 054-16

WRTTEN BID
(Informal Competitive Bid)

ALL INTERESTED PARTIES:

The City of Plantation, Florida, hereinafter referred to as CITY, will receive Bids hand delivered to City Hall, 400 NW 73 Avenue, Plantation, Florida 33317, Emailed: ESpencer@Plantation.org, via Fax: (954) 797-2649, or Demand Star for:

The Procurement Division is currently advertising to get responsible bids for "Fire Station # 3 Floor Painting Project" for the City of Plantation.

City of Plantation
Fire Station No. 3 Floor Painting Project

Written Bids must be received by methods mention above, no later than **February 7th, 2017** local time on 11:00am. Any written bids received after 11:00am local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a written bid is received will be resolved against the Bidder.

All questions should be submitted by email to espencer@plantation.org and all responses will be answered in addendum format and will be posted on the Demand Star website only. It is the responsibility of the Bidder to check the Demand Star website for any changes and/or addendums to the Written Bid document.

The CITY reserves the right to reject any or all written bids, to re-advertise for written bids or take any other such actions that may be deemed to be in the best interests of the CITY.

Charles Spencer Jr.
Procurement Administrator

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

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CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

City of Plantation
Procurement Division
WRITTEN BID LETTER
(Informal Competitive Bid)

We propose to furnish all labor, materials, equipment, incidentals, and permits for City of Plantation Fire Station # 3 Floor Painting Project, as indicated in the attached specifications for the unit prices indicated on the attached Written Bid (WB) form for which the prices have been set. The price or prices offered herein shall apply for the time stated in the WB No. 054-16

We further agree to strictly abide by all the terms and conditions contained in the WB. Any exceptions to the requirements of the WB, the terms and condition of the proposed agreement shall be noted in writing, with detailed explanation, and included with this Bid. The Respondent acknowledges that taking exception may subject this Written Bid to be rejected.

It is understood and agreed that this Written Bid constitutes an offer, which when accepted in writing by the City of Plantation and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Plantation.

It is understood and agreed that we have read and understood the scope of work presented in the technical specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

The prices offered herein shall be valid for a period of sixty (60) days from Written Bid Due Date.

WRITTEN BID SIGNATURES AND CERTIFICATIONS
(Bidder- Sign and return with Bid)

I certify that, if awarded a contract, the Respondent will furnish all labor, materials, equipment, incidentals, and permits for the City of Plantation Fire Station # 3 Floor Painting Project, as indicated in the specifications and plans for the unit prices indicated on the attached WB, the Written Bid and the terms of the final contract between the Respondent and City of Plantation.

1. I certify on behalf of the Respondent that this Written Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, or services and is in all respects fair and without collusion or fraud. I understand that collusive quoting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Written Bid and certify that I am authorized to sign this Written Bid for the Respondent.

2. I certify that this Written Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. I understand collusive quoting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this WB and certify that I am authorized to sign this Written Bid for the Respondent.

Authorized Signature: _____ Date: _____

Print/Type Name: _____

Print/Type Company Name: _____

Technical Specifications
Scope of Services

Vendor/Contractor shall provide the following:

Contractor will provide all the necessary manpower, tools, materials and equipment required to complete execution of all painting work specified herein, as described in the scope of services. Work is to be completed in an active Fire Station, work will be completed and vehicles allowed back into the Bay areas no more than 7 calendar days after work has started.

Work Included:

The Contractor shall conduct the operation of this contract in a cooperative manner with the City of Plantation and shall interfere as little as possible with the normal operation and function of the operation of the Fire Station.

____A. The complete painting of the Bay floor and attached rooms.
Work area Includes See below:

1. BAY: 61' X 62' 3782 Sq. Ft
2. Laundry Room: 10' X 8' 80 Sq. Ft
3. Hallway: 10' X 6' 60 Sq. Ft
4. Bunker Gear Storage: 25' X 9' 225 Sq. Ft
5. Office: 22' X 9' 198 Sq. Ft

****All measurements are approximates: Total estimated area 4500 Sq. Feet****

____B. The complete installation of a 5'x5'City of Plantation Fire Department logo on the bay floor in a location to be determined by a City of Plantation Representative (see attached).

____C. The bay floor and attached rooms will be painted with gray polyurethane or approved equivalent.

____D. The area where apparatus park (3 bays) will be black polyurethane separated from the gray by 6" yellow polyurethane lines.

____E. The Contractor will paint unit numbers in black 20" letters and numbers (E-62, L-62, R-62) in the front of each apparatus (Fire Truck/Unit). (Distance from bay doors to be determined by City of Plantation Fire Department before job starts).

Preparation of Surfaces:

A. General

1. Before any disturbance of painted surfaces is undertaken a determination must be made as to the existence of Lead Based Paint.

2. All surfaces specified to be painted shall be pressure cleaned prior to any painting of the floor surface is undertaken.

3. All surfaces specified to be painted shall be dry and cleaned free of all dirt, grit, grease, mold, mildew, foreign substances and all loose, peeling, blistering, chalking or scaling paint.

B. Repair Work

1. The work of this contract shall include the complete patching of damaged or deteriorated floor areas.

2. Cracks, holes, bulges, or gouges in the floor surface shall be properly repaired and sanded smooth. Loose, peeling, blistering, chalking and scaling paint shall be removed to the refusal point by scraping/sanding.

3. All repaired areas shall be scraped/sanded, planed, and spot-primed prior to painting.

4. The Contractor shall determine whether holes in the floor surface are to be patched or if it will be required to repair by the pouring of new concrete.

5. Expansion joints will be filled.

6. All patching and repair work shall be sealed. Patching material meet ASTM Specifications and the local building code. Mixing, application and installation shall be in accordance with manufacturer's instructions.

7. Moisture content testing must be completed and mitigation completed if necessary.

8. Anti-Skid Aggregate will be added.

Lead Safe Work Practices:

All coatings, preparation and painting must conform to all applicable federal, state and local regulations for Lead Based Paint (LBP) including those listed below. In the absence of an existing LBP report indicating no lead in surfaces scheduled to be painted, bidders must either include certification from an EPA risk assessor that the surfaces to be painted are lead free or that they are EPA Renovation, Repair and Painting (RRP) certified.

1. Under the EPA RRP rule, (April 22, 2010), contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination.

City's Responsibility:

- Provide clear, free and safe access to the area to be worked on.
- Maintaining power to vital or necessary building equipment and processes.
- Provide a staging/work area for the set up.

- Provide one (1) City of Plantation personnel for the coordination of schedules, staging/moving of equipment and for safety.

- Provide all temporary power necessary for processes and operations.

Reference Codes and Standards, Regulatory Requirements

All inspections and tests shall be in accordance with the following codes and standards.

- American Society for Testing and Materials-ASTM

- National Fire Protection Assoc.-NFPA (Latest Edition)
  (i) 70: National Electrical Code- NEC

Safety:

The Contractor shall be responsible for the safe conduct of his/her personnel at all times during the execution of the work detailed herein. The Contractor shall provide all necessary tools and personal protective equipment. Should an unsafe condition or procedure be identified during this work, the activity shall be immediately suspended until such time as a safe method can be implemented.

Products:

All products are to be delivered to the site with the manufacturer's label affixed to the original unopened container.

Painting and finishing products for use in the work shall be the standard best or top brands produced for each particular kind of material required herein. The products shall also comply with the applicable federal specifications and shall be equal to the product of one of the following manufacturers:
Amsterdam Mercury Benjamin Moore Pittsburgh Dutch Boy Pratt and Lambert Glidden Behr Sherwin Williams

Warranty:

The products used in the work described herein shall be covered by manufacturer's standard warranty. The workmanship shall be covered for a period of at least one year from date of completion/acceptance. Should any defects become apparent during these time periods, the Contractor shall repair the defective area/item(s) at no cost to the City. All warranty repairs shall be completed within 30 calendar days… The warranty statement shall be for all work mentioned herein and any work perform due to the results of the inspections.

General Workmanship:

A. All work shall be done in a neat and clean manner by experienced, capable personnel.

B. Each coat of paint shall be evenly worked out and allowed to dry according to the manufacturer's recommendations before subsequent coats are applied. Each coat of primer and paint shall be a different tint from that of the preceding coat.

C. Finish coat or coats of paint shall be of the exact shade or shades, texture and consistency as approved by the City of Plantation. The Contractor shall not change the color of any paint that has already been approved by the City of Plantation unless authorized to do so in writing.

D. The finished work shall be free from runs, sags, holidays, defective brushing or stippling, and clogging of lines and angles of the trim.

E. It shall be distinctly understood that the number of coats of material recommended by the manufacturer specifies a minimum. Even with a material of specified quality, mere applications of the stated number of coats will not assure acceptance, unless a sample of the quality of the workmanship and the hiding qualities of the work is approved by the City of Plantation.

F. The thinning of good material for additional coverage, the use of poor materials and the adulteration with inferior substitute materials is not be permitted. A full-bodied finish of the paint surface is required under this contract regardless of the number of coats necessary to accomplish the result.

G. All surfaces shall be left clean at completion of the work.

H. Drop cloths shall be kept clean at all times.

I. No painting shall be undertaken if air or surface temperature is below 50 degrees Fahrenheit or immediately following rain or until frost, dew or condensation has evaporated.

Protection A:

A. The Contractor shall protect floors and other finished surfaces from damage during the execution of the work.

B. The Contractor shall be responsible for any damage to other work. Any materials which, in the opinion of the City of Plantation, have become damaged to such an extent that they cannot be restored to their original condition shall be replaced at the Contractor's expense.

C. Work not to be finished under this contract shall be protected against spatter, stain or soiling, and each type of finished surface shall be protected against defacement by other subsequent finishes. Such protected items are to include all permanent labels on doors and windows, receptacle and switch plates, vinyl and rubber base moldings.

Touching Up:

A. At the completion of the work specified, all painted work shall be touched up and restored where damaged, defaced or defective, and the entire work left free from

blemishes. Punch lists issued by the City of Plantation for correction of defective work must be completed within three working days from date of issue.

Cleaning:

A. The Contractor shall clean all paint spots, oil and stains from floors, woodwork, glass, hardware, tile, metal work, and all similar items and leave the floors broom clean upon completion.

Inspection and Acceptance

All work shall be inspected and approved by a City of Plantation representative in order to receive acceptance. Should any discrepancy be identified during the inspection process, the Contractor shall correct the defect prior to receiving any compensation for the work. No additional compensation will be granted for a delay completing the inspection process or the correction of any discrepancies.

Location:

All work listed will be completed at the below address:

Fire Station # 3
12101 West Broward Boulevard
Plantation, Florida 33325

It is highly recommended that bidders perform a site visit in order to obtain accurate measurements. If a bidder should need to perform a Site Visit to properly provide a quotation for the work, please contact Charles Spencer, Phone: (954) 452-2647 or Email: Espencer@Plantation.org to schedule an appointment.

Contractor's Response Section

Description	Unit Cost	Extended Cost
PAINTING OF BAY FLOOR ESTIMATED 61' X 62' 3782 Sq. Ft	[redacted]	[redacted]
PAINTING OF BAY FLOOR MEASURED AREA_____	$	$
PAINTING OF LAUNDRY ROOM FLOOR FLOOR10' X 8' 80 Sq. Ft	[redacted]	[redacted]
PAINTING OF LAUNDRY ROOM FLOOR MEASURED AREA_____	$	$
PAINTING OF HALLWAY FLOOR 10' X 6' 60 Sq. Ft	[redacted]	[redacted]
PAINTING OF HALLWAY FLOOR MEASURED AREA_____	$	$
PAINTING OF BUNKER GEAR STORAGE ROOM FLOOR 25' X 9' 225 Sq. Ft	[redacted]	[redacted]
PAINTING OF BUNKER GEAR STORAGE ROOM FLOOR MEASURED AREA_____	$	$
PAINTING OF OFFICE FLOOR 22' X 9' 198 Sq. Ft	[redacted]	[redacted]
PAINTING OF OFFICE FLOOR MEASURED AREA_____	$	$
5'x5'City of Plantation Fire Department logo	$	$
Unit number's in black 20" letters and numbers (E-62, L-62, R-62)	$	$
TOTAL	$	$

Work Location is an active Fire Station work will have to be completed and vehicles allowed back into bay area no more than 7 calendar days after work has started.

Please Affix Signature where indicated
(Failure to do so shall result in rejection of your quote)

By signature on this document, respondent acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the City's quote solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the City in official amendments prior to this date of submittal.

FIRM NAME: _____ DATE: _____

SIGNITURE: _____ NAME & TITLE: _____

TELEPHONE NO: _____ FAX NO: _____

EMAIL: _____

PLANTATION
TRAINING
FIRE
RESCUE
PREVENTION
FIRE DEPARTMENT
EST. 1957

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at _____ and hereby have accepted the existing site conditions.

_____	_____	___
Authorized Representative	Company	Date

Failure to attest to the above may be grounds for rejection of proposal.

[50]9001-14001

Revised 9/2014

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: _____

By (sign):_____

Print Name: _____

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20___.

Notary Public, State of _____

Sign:_____
Print:_____
My Commission Expires:_____

[29]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: _____

Signed: _____

Printed Name of Signor: _____

Title of Signor: _____

Name of Firm: _____

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in section 2-220(b) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), 2-220(e) (sealed bids in response to an invitation to bid), and 2-220(f) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars ($3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

(c)

Disclosure. The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars ($3,569.00), as referenced and indexed in section 2-226(b) and as may be increased or decreased by authorized adjustments.

(d)

Exceptions. The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:

(1)

Goods or services provided under a cooperative purchasing agreement or interlocal agreement;

(2)

Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;

(3)

Purchases made or contracts let under emergency or noncompetitive situations;

(4)

Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in section 2-226(b) (which is currently three thousand five hundred sixty-nine dollars ($3,569.00)) and as may be increased or decreased by authorized adjustments;

(5)

Purchases or contracts procured utilizing procurement processes set forth in section 2-220(b) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,

(6)

Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.

(e)

The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.

(f)

The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

(g)

The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

By:_____

_____

Name:_____

Name:_____

Title:_____

_____

Name:_____

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____-_____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20___.

Notary Public, State of _____

Sign:_____
Print:_____
My Commission Expires:_____

[64]9001-14001

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

Plantation
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CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 2

WB No. 054-16

Fire Station No. 3 Floor Painting Project

City of Plantation

DATE OF ADDENDUM: January 23, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for WB No. 054-16.

General Questions

Question: Is there a dead line for questions?

Response: The deadline for questions is usually set at 10 days to the closing date of the bid.
We will entertain questions after that time frame if there are still requirements of the bid that are still unclear.

Question: In case lead is found in paint, Abatement cost is included as allowances?

Response: If lead is found in the paint/flooring the City will open a new bid (depending on the total cost of the work) to remove all lead hazards. If required ONLY Florida-certified lead abatement contractors will be contracted to do the work. This work should not be required the structure was built after 1978.

Question: Are the existing yellow lines to be removed entirely?

Response: The currently yellow lines are to be either removed entirely or sanded down to the point where they will not affect the finish of the new product being laid

Question: Are there products specs you will provide?

Response: Painting and finishing products for use in the work shall be the standard best or top brands produced for each particular kind of material required herein. The products shall also comply with the applicable federal specifications and shall be equal to the product of one of the following manufacturers:
Amsterdam, Mercury, Benjamin Moore, Pittsburgh, Dutch Boy, Pratt and Lambert, Glidden, Behr, or Sherwin Williams products used in the work described herein shall be covered by manufacturer's standard warranty. The workmanship shall be covered for a period of at least one year from date of completion/acceptance. Should any defects become apparent during these time periods, the Contractor shall repair the defective area/item(s) at no cost to the City.

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

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CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

Bids **must** be submitted on or before February 7, 2017, 11:00 A.M. Bids may be hand delivered to City Hall, 400 NW 73 Avenue, Plantation, Florida 33317; Email: ESpencer@Plantation.org, via Fax: (954) 797-2649; or Demand Star.

All other terms, conditions and specifications remain unchanged for WB No.054-16.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

COMPANY NAME: _____

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

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CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 1

WB No. 054-16

Fire Station No. 3 Floor Painting Project

City of Plantation

DATE OF ADDENDUM: January 11, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for WB No. 054-16.

General Questions

Question: How do you want the 5' x 5' City of Plantation Fire Department Logo and Unit numbers installed on the floor and Painted on or shelf adhesive sticker?

Response: The 5' x 5' City of Plantation Fire Department Logo and Unit numbers are to be painted on the floor in the locations designated by a City of Plantation Fire Department Representative.

Question: How will the Unit numbers be visible when the color requested for the flooring is black and the numbers are being requested in black? Do you want them outlined in with a visible outline?

Response: The color of the unit numbers are to be painted on the floor in white vice black paint in locations designated by a City of Plantation Fire Department Representative.

Question: Is there a Bid Bond?

Response: No

Question: Do you have an estimated budget for this project?

Response: Yes, $40,000.00

Bids **must** be submitted on or before February 7, 2017, 11:00 A.M. Bids may be hand delivered to City Hall, 400 NW 73 Avenue, Plantation, Florida 33317; Email: ESpencer@Plantation.org, via Fax: (954) 797-2649; or Demand Star.

All other terms, conditions and specifications remain unchanged for WB No.054-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: _____

OVS CONSTRUCTION

Proposal Presented to:

City of Plantation
Procurement Administrator
Charles Spencer Jr.
City Hall
400 NW 73rd Ave
Plantation, FL 33317

Fire Station No. 3 Floor Painting Project
Time & Date of Opening:
February 7th, 2017
At 11:00am

Plantation
the grass is greener

18764 NW 89th CT, Miami Lakes, FL 33018 | (786) 419-8660 |
ovargas@ovsconstruciton.com

OVS CONSTRUCTION

February 7th, 2017

Mr. Charles Spencer
Procurement Administrator
City Hall
400 NW 73rd Ave
Plantation, FL 33317

Re: City of Plantation Fire Station No. 3 Floor Painting Project

Dear Mr. Spencer:

First and foremost, thank you for allowing us the opportunity to participate in this bid. We understand the importance in providing quality-painting services to City of Plantation Fire Stations. OVS Construction, Inc. has a proactive approach as it pertains to safety, attention to details, quality assurance, and superb customer service. We are confident in our ability to exceed the needs described in the painting scope of work, and we are prepared to respond to all of your requirements. We look forward to not only meeting, but also exceeding your expectations.

Below is a list of references that we have provided a significant amount of Painting Services in the past few years:

1. Marquesa Condominiums
   Contact: Stephanie Kircher
   407-341-3336
   skircher@zrsmanagement.com
2. Lakes at Pembroke
   Contact: Patti Jourdin
   561-239-7163
   pjd@zrsmanagement.com
3. The Villages at Merrick Park
   Contact: Carrie Kessler
   786-348-3083
   clk@zrsmanagement.com

Sincerely yours,

Omar Vargas

OVS Construction, Inc.
President

18764 NW 89th CT, Miami Lakes, FL 33018 | (786) 419-8660 |
ovargas@ovsconstruciton.com

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

Plantation
the grass is greener

CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

City of Plantation
Procurement Division
WRITTEN BID LETTER
(Informal Competitive Bid)

We propose to furnish all labor, materials, equipment, incidentals, and permits for City of Plantation Fire Station # 3 Floor Painting Project, as indicated in the attached specifications for the unit prices indicated on the attached Written Bid (WB) form for which the prices have been set. The price or prices offered herein shall apply for the time stated in the WB No. 054-16

We further agree to strictly abide by all the terms and conditions contained in the WB. Any exceptions to the requirements of the WB, the terms and condition of the proposed agreement shall be noted in writing, with detailed explanation, and included with this Bid. The Respondent acknowledges that taking exception may subject this Written Bid to be rejected.

It is understood and agreed that this Written Bid constitutes an offer, which when accepted in writing by the City of Plantation and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Plantation.

It is understood and agreed that we have read and understood the scope of work presented in the technical specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

The prices offered herein shall be valid for a period of sixty (60) days from Written Bid Due Date.

WRITTEN BID SIGNATURES AND CERTIFICATIONS
(Bidder- Sign and return with Bid)

I certify that, if awarded a contract, the Respondent will furnish all labor, materials, equipment, incidentals, and permits for the City of Plantation Fire Station # 3 Floor Painting Project, as indicated in the specifications and plans for the unit prices indicated on the attached WB, the Written Bid and the terms of the final contract between the Respondent and City of Plantation.

1. I certify on behalf of the Respondent that this Written Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, or services and is in all respects fair and without collusion or fraud. I understand that collusive quoting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Written Bid and certify that I am authorized to sign this Written Bid for the Respondent.

2. I certify that this Written Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. I understand collusive quoting is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this WB and certify that I am authorized to sign this Written Bid for the Respondent.

Authorized Signature: Omar Vargas Date: 02/7/17

Print/Type Name: Omar A. Vargas

Print/Type Company Name: OVS Construction, Inc.

Contractor's Response Section

Description	Unit Cost	Extended Cost
PAINTING OF BAY FLOOR ESTIMATED 61' X 62' 3782 Sq. Ft	[redacted]	[redacted]
PAINTING OF BAY FLOOR MEASURED AREA 60X60 = 3600	$ 8	$ 28,800
PAINTING OF LAUNDRY ROOM FLOOR FLOOR10' X 8' 80 Sq. Ft	[redacted]	[redacted]
PAINTING OF LAUNDRY ROOM FLOOR MEASURED AREA 10X8=80	$ 8	$ 640
PAINTING OF HALLWAY FLOOR 10' X 6' 60 Sq. Ft	[redacted]	[redacted]
PAINTING OF HALLWAY FLOOR MEASURED AREA 11X7=77	$ 8	$ 616
PAINTING OF BUNKER GEAR STORAGE ROOM FLOOR 25' X 9' 225 Sq. Ft	[redacted]	[redacted]
PAINTING OF BUNKER GEAR STORAGE ROOM FLOOR MEASURED AREA 27X11= 297	$ 8	$ 2,376
PAINTING OF OFFICE FLOOR 22' X 9' 198 Sq. Ft	[redacted]	[redacted]
PAINTING OF OFFICE FLOOR MEASURED AREA 16X12=192	$ 8	$ 1,536
5'x5'City of Plantation Fire Department logo	$ 1,200	$ 1200
Unit number's in black 20" letters and numbers (E-62, L-62, R-62)	$ 300	$ 900
TOTAL	$	$ 36,068

Work Location is an active Fire Station work will have to be completed and vehicles allowed back into bay area no more than 7 calendar days after work has started.

Please Affix Signature where indicated
(Failure to do so shall result in rejection of your quote)

By signature on this document, respondent acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the City's quote solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the City in official amendments prior to this date of submittal.

FIRM NAME: OVS Construction, Inc. DATE: 02-07-17

SIGNITURE: Omar Vargas NAME & TITLE: Omar A. Vargas

TELEPHONE NO: 786-419-8660 FAX NO:

EMAIL: ovargas@ovsconstruction.com

SITE VISIT VERIFICATION AND ACCEPTANCE

I have visited the proposed construction site located at 12101 West Broward Blvd. Plantation, FL 33325 and hereby have accepted the existing site conditions.

Omar Vargas
Authorized Representative

OVS Construction, Inc.
Company

January 5th, 2017
Date

Failure to attest to the above may be grounds for rejection of proposal.

[50]9001-14001

Revised 9/2014

COMPLIANCE UNDER SECTION 119.0701

FLORIDA STATUTES, ON PUBLIC RECORDS

TO BE RETURNED WITH BID

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: OVS Construction, Inc.

By (sign): Omar Vargas

Print Name: Omar A. Vargas

STATE OF Florida)
COUNTY OF Miami Dade)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared OMAR A. VARGAS, known to be the persons described in or who has produced DRIVER'S LICENSE as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

7TH **WITNESS** my hand and official seal in the County and State last aforesaid this day of FEBRUARY, 2017.

Notary Public, State of FLORIDA

Sign: Cynthia Machado

Print: CYNTHIA MACHADO

My Commission Expires: 07-10-18

[29]9001-14001

Cynthia Machado
COMMISSION # FF140847
EXPIRES: July 10, 2018
WWW.AARONNOTARY.COM

TO BE RETURNED WITH BID

Cooperation with the Broward County Office of Inspector General

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

Cynthia Machado
Name: CYNTHIA MACHADO

Name: FRANCISCO CAMARCHE

By: Omar Vargas
Name: Omar A. Vargas
Title: President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared OMAR A. VARGAS, known to be the persons described in or who has produced DRIVER'S LICENSE as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of FEBRUARY, 2017.

Notary Public, State of FLORIDA

Sign: Cynthia Machado

Print: CYNTHIA MACHADO

My Commission Expires: 07-10-2018

Cynthia Machado
COMMISSION # FF140847
EXPIRES: July 10, 2018
WWW.AARONNOTARY.COM

[64]9001-14001

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otinlano
Director

Plantation
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CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 1

WB No. 054-16

Fire Station No. 3 Floor Painting Project

City of Plantation

DATE OF ADDENDUM: January 11, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for WB No. 054-16.

General Questions

Question: How do you want the 5' x 5' City of Plantation Fire Department Logo and Unit numbers installed on the floor and Painted on or shelf adhesive sticker?

Response: The 5' x 5' City of Plantation Fire Department Logo and Unit numbers are to be painted on the floor in the locations designated by a City of Plantation Fire Department Representative.

Question: How will the Unit numbers be visible when the color requested for the flooring is black and the numbers are being requested in black? Do you want them outlined in with a visible outline?

Response: The color of the unit numbers are to be painted on the floor in white vice black paint in locations designated by a City of Plantation Fire Department Representative.

Question: Is there a Bid Bond?

Response: No

Question: Do you have an estimated budget for this project?

Response: Yes, $40,000.00

Bids must be submitted on or before February 7, 2017, 11:00 A.M. Bids may be hand delivered to City Hall, 400 NW 73 Avenue, Plantation, Florida 33317; Email: ESpencer@Plantation.org, via Fax: (954) 797-2649; or Demand Star.

All other terms, conditions and specifications remain unchanged for WB No.054-16.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your bid.

COMPANY NAME: OVS Construction, Inc.

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

Plantation
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CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

ADDENDUM No. 2

WB No. 054-16

Fire Station No. 3 Floor Painting Project

City of Plantation

DATE OF ADDENDUM: January 23, 2016

TO ALL PROSPECTIVE BIDDERS:

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for WB No. 054-16.

General Questions

Question: Is there a dead line for questions?

Response: The deadline for questions is usually set at 10 days to the closing date of the bid.
We will entertain questions after that time frame if there are still requirements of the bid that are still unclear.

Question: In case lead is found in paint, Abatement cost is included as allowances?

Response: If lead is found in the paint/flooring the City will open a new bid (depending on the total cost of the work) to remove all lead hazards. If required ONLY Florida-certified lead abatement contractors will be contracted to do the work. This work should not be required the structure was built after 1978.

Question: Are the existing yellow lines to be removed entirely?

Response: The currently yellow lines are to be either removed entirely or sanded down to the point where they will not affect the finish of the new product being laid

Question: Are there products specs you will provide?

Response: Painting and finishing products for use in the work shall be the standard best or top brands produced for each particular kind of material required herein. The products shall also comply with the applicable federal specifications and shall be equal to the product of one of the following manufacturers:
Amsterdam, Mercury, Benjamin Moore, Pittsburgh, Dutch Boy, Pratt and Lambert, Glidden, Behr, or Sherwin Williams products used in the work described herein shall be covered by manufacturer's standard warranty. The workmanship shall be covered for a period of at least one year from date of completion/acceptance. Should any defects become apparent during these time periods, the Contractor shall repair the defective area/item(s) at no cost to the City.

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES
Anna C. Otiniano
Director

Plantation
the grass is greener

CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

Bids must be submitted on or before February 7, 2017, 11:00 A.M. Bids may be hand delivered to City Hall, 400 NW 73 Avenue, Plantation, Florida 33317; Email: ESpencer@Plantation.org, via Fax: (954) 797-2649; or Demand Star.

All other terms, conditions and specifications remain unchanged for WB No.054-16.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your bid.

COMPANY NAME: OVS Construction, Inc.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

VARGAS, OMAR ANTONIO
OVS CONSTRUCTION INC.
18764 NW 89TH COURT
MIAMI LAKES FL 33018

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1523224 ISSUED: 08/21/2016

CERTIFIED GENERAL CONTRACTOR
VARGAS, OMAR ANTONIO
OVS CONSTRUCTION INC.

IS CERTIFIED under the provisions of Ch 489 FS.
Expiration date : AUG 31, 2018 L1608210003573

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC1523224

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

VARGAS, OMAR ANTONIO
OVS CONSTRUCTION INC
18764 NW 89TH COURT
MIAMI LAKES FL 33018

ISSUED: 08/21/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608210003573

State of Florida

Minority Business Certification

OVS Construction, Inc.

Is certified under the provisions of
287 and 295 187. Florida Statutes. for a period from:

09/16/2016 to 09/16/2018

office of supplier

Plantation City Council Meeting Agenda

Notice of City Council Meeting

Wednesday, March 8, 2017 ~ 7:30 PM

City of Plantation
City Council Chambers

Subject:

Lake Okeechobee Regional Compact

Summary:

Resolution of the City of Plantation authorizing and approving the participation by the City in the Lake Okeechobee Regional Compact; said agreement being a joint effort by officials in a nineteen county area encompassing the northern Everglades and the Lake Okeechobee watershed to work together across the jurisdictional boundaries to create, support and advance a comprehensive plan addressing environmental and economic challenges associated with discharges from Lake Okeechobee, and to develop a joint strategic plan to successfully meet those challenges; and providing an effective date.

Item Description:

Request for approval of a resolution of the City of Plantation authorizing and approving the participation by the City in the Lake Okeechobee Regional Compact.

Funding:

n/a

Amount:

n/a

Prepared By:

Susan DiLaura

ATTACHMENTS:

Description	Upload Date	Type
Cover memo & Resolution	2/23/2017	Cover Memo

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

Plantation
the grass is greener

CITY COUNCIL
Peter S. Tingom, *President*
Lynn Stoner,
President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

MEMORANDUM

TO: Members of City Council

FROM: Diane Veltri Bendekovic, Mayor DVB

DATE: February 23, 2017

SUBJECT: Item for Consent Agenda – March 8, 2017 Council Meeting

TITLE
Request for approval of a resolution of the City of Plantation authorizing and approving the participation by the City in the Lake Okeechobee Regional Compact.

SUMMARY BACKGROUND
Since the start of construction of the Herbert Hoover Dike in 1932, the flood control and water delivery system that serves Florida's urban and agricultural interests has substantially impacted the natural ecosystem and threatened essential wildlife habitats not only immediately surrounding Lake Okeechobee, but the entire Central and Southern Florida region. It significantly altered the landscape of the Kissimmee, Lake Okeechobee, St. Lucie, and Caloosahatchee watersheds, and forever changed the way water is managed throughout Central and South Florida.

Restoration of the Lake Okeechobee Watershed, the Everglades ecosystem, and coastal estuaries is vital to Florida's future by protecting Florida's environment, economy, and water supplies.

To date, 164 municipalities and 19 counties in the Northern Everglades and Lake Okeechobee Watershed District have signed the Lake Okeechobee Regional Compact, which is resolved to improving regional water conditions and mitigating future impacts to water quality through abiding local initiatives and indelible collaborative planning.

REQUESTED ACTION
Approval

City of Plantation
400 NW 73rd Avenue ◆ Plantation, Florida 33317
Telephone: 954-797-2221 ◆ Fax: 954-797-2223
Mayor@Plantation.org

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANTATION AUTHORIZING AND APPROVING THE PARTICIPATION BY THE CITY IN THE LAKE OKEECHOBEE REGIONAL COMPACT; SAID AGREEMENT BEING A JOINT EFFORT BY OFFICIALS IN A NINETEEN COUNTY AREA ENCOMPASSING THE NORTHERN EVERGLADES AND THE LAKE OKEECHOBEE WATERSHED TO WORK TOGETHER ACROSS JURISDICTIONAL BOUNDARIES TO CREATE, SUPPORT, AND ADVANCE A COMPREHENSIVE PLAN ADDRESSING ENVIRONMENTAL AND ECONOMIC CHALLENGES ASSOCIATED WITH DISCHARGES FROM LAKE OKEECHOBEE, AND TO DEVELOP A JOINT STRATEGIC PLAN TO SUCCESSFULLY MEET THOSE CHALLENGES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, each of the 164 municipalities and 19 counties located within the Comprehensive Everglades Restoration Program study area in Central, Southwest and South Florida have substantial water quality challenges that critically impact the sustainability, economic vitality, and growth of each of their communities (hereinafter the "Lake Okeechobee Regional Community"); and

WHEREAS, since the start of construction of the Herbert Hoover Dike in 1932, the flood control and water delivery system that serves Florida's urban and agricultural interests has substantially impacted the natural ecosystem and threatened essential wildlife habitats; and

WHEREAS, the Central and Southern Florida Project significantly altered the landscape of the Kissimmee, Lake Okeechobee, St. Lucie, and Caloosahatchee watersheds, and forever changed the way water is managed throughout Central and South Florida; and

WHEREAS, the Lake Okeechobee Watershed, the Florida Everglades and its coastal estuaries are an internationally unique ecosystem, a national treasure, and a critical component of Florida's economy; and

WHEREAS, restoration of the Lake Okeechobee Watershed, the Everglades ecosystem, and coastal estuaries are vital to Florida's future by protecting Florida's environment, economy, and water supplies; and

WHEREAS, each of the affected governments face both unique and analogous water challenges requiring regional cooperation as a consequence of environmental, ecological, and economic interdependence; and

WHEREAS, the 164 cities and 19 counties located within the Comprehensive Everglades Restoration Program study area play a major role in protecting local water quality and reducing stormwater runoff; and

WHEREAS, only together can the Lake Okeechobee Regional Community effectively address the myriad of longstanding water issues shared by their local governments; and

WHEREAS, the Lake Okeechobee Regional Community is wholly resolved to improving regional water conditions and mitigating future impacts to water quality through abiding local initiatives and indelible collaborative planning;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA:

SECTION 1. That each local government shall work in close collaboration with other parties to this compact to develop a strategic plan utilizing the best available science, emphasizing regional sustainability and vitality, remaining sensitive to the limitations of local resources, and acknowledging the diverse economic, ecological and environmental challenges each community faces.

SECTION 2. That each local government shall work in close collaboration with other parties to this compact to develop a joint policy position urging the United States Congress and the Florida Legislature to take special actions, including passing legislation that recognizes the unique vulnerabilities of Lake Okeechobee and the surrounding Everglades and estuarine systems, and to further a joint policy position that includes specific recommendations regarding the allocation of federal and/or state funding.

SECTION 3. That each local government shall work in close collaboration with other parties to this compact in developing joint position statements on proposed State legislation including, but not limited to: land management, stormwater runoff, septic to sewer programs, and allocation of state and federal resources.

SECTION 4. That each local government shall work in close collaboration with other parties to this compact in drafting conceptual state and federal legislation for

maintaining infrastructure, mitigating runoff from urban and agricultural lands, and improving water quality of and water flows through Lake Okeechobee, Everglades and coastal estuaries.

SECTION 5. That each local government shall commit appropriate staff resources and expertise within budget constraints as part of a Regional Planning Team with other parties to this compact. Staff resources shall be dedicated towards developing and implementing a Regional Action Plan, understanding therefore no local government will work ex parte or contra to the mutually adopted resolution of all parties to this compact. This does not limit local governments to advocating for projects or policies that are only mutually agreed upon by all parties.

SECTION 6. The adopted Regional Action Plan shall, at a minimum, include the following components:

(a) A list of those local and regional projects and programs all parties to this compact mutually agree are critical to Everglades restoration, protection and improvement of local water supplies and water quality, enhancement of natural area and the economic vitality of our communities.

(b) Local Projects/Programs: Septic maintenance and septic to central sewer programs; local fertilizer ordinances and fertilizer education programs; stormwater best management practices (BMP's); agricultural BMP's; golf course BMP's.

(c) Current Regional Projects: The Comprehensive Everglades Restoration Plan (CERP) and the projects identified on Integrated Delivery Schedule (IDS) including, but not limited to, Rehabilitation of the Herbert Hoover Dike; Central Everglades Planning Project (CEPP); C-43 West Basin Reservoir; C-44 Reservoir; Tamiami Trail Bridging Project; Lake Okeechobee Watershed Planning Project; and the Kissimmee River Restoration Project.

SECTION 7. That each local government shall commit to participating in an annual regional summit, including the opportunity to host a congress with other parties to this compact in furtherance of the resolutions stated herein and for so long as the parties to this compact are resolved to its purpose.

SECTION 8. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council this _____ day of _____, 2017.

SIGNED by the Mayor this _____ day of _____, 2017.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED DATE

REQUESTED BY:_____

DEPT. OK:_____

ADMIN. OK:_____

ATTY. OK:_____
AS TO FORM ONLY

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2017.

_____
Susan Slattery, City Clerk

Plantation City Council Meeting Agenda

Notice of City Council Meeting

Wednesday, March 8, 2017 ~ 7:30 PM

City of Plantation
City Council Chambers

Subject:

Resolution opposing HB 17

Summary:

Resolution of the City of Plantation, Florida urging all members of the Florida Legislature to oppose HB 17 and SB 1158, which preempts local business regulations, prohibits local government from imposing or adopting any new regulations on businesses unless expressly authorized by the State Legislature; directing City Administration to transmit a certified copy of this resolution to the Broward League of Cities, The Broward County Board of County Commissioners, and any other interested parties.

Prepared By:

Susan Slattery

ATTACHMENTS:

Description	Upload Date	Type
Memo	3/2/2017	Cover Memo
Resolution	3/2/2017	Resolution Letter

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

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CITY COUNCIL
Peter S. Tingom, *President*
Lynn Stoner,
President Pro Tem
Jerry Fadgen
Mark Hyatt
Ron Jacobs

MEMORANDUM

TO: Members of City Council

FROM: Diane Veltri Bendekovic, Mayor DOB

DATE: February 28, 2017

SUBJECT: Item for Consent Agenda – March 8, 2017 Council Meeting

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TITLE
Request for approval of a resolution of the City of Plantation urging all members of the Florida Legislature to oppose HB 17.

SUMMARY BACKGROUND
Cities are voluntarily created and chartered by their citizens as the embodiment of local self-determination, with broad "home rule" powers given to the local government.

HB 17: Local Regulation Preemption eliminates municipal home rule powers as applied to businesses, professions and occupations, leaving local communities without effective means to address the health, safety, welfare and property rights concerns of our residents and businesses, in a manner best suited to their needs.

It was filed in the Florida house on January 31, 2017, was referred by the Careers and Competition Subcommittee and the Commerce Committee. It was approved the Careers and Competition Subcommittee on February 22, 2017 (9 Yeas; 6 Nays).

HB 17 contradicts the will of the people of Florida, who, in 1968, expressed an unequivocal desire for broad Home Rule powers in their state constitution. It will undermine local government's ability to act on problems and opportunities in a timely manner. It will also inhibit state legislators' ability to attend to pressing statewide needs in lieu of arbitrating local problems and issues.

REQUESTED ACTION
Approval

City of Plantation
400 NW 73rd Avenue ◆ Plantation, Florida 33317
Telephone: 954-797-2221 ◆ Fax: 954-797-2223
Mayor@Plantation.org

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANTATION, FLORIDA URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE HB 17 AND SB 1158, WHICH PREEMPTS LOCAL BUSINESS REGULATIONS, PROHIBITS LOCAL GOVERNMENT FROM IMPOSING OR ADOPTING ANY NEW REGULATIONS ON BUSINESSES UNLESS EXPRESSLY AUTHORIZED BY THE STATE LEGISLATURE; DIRECTING CITY ADMINISTRATION TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE BROWARD LEAGUE OF CITIES, THE FLORIDA LEAGUE OF CITIES, THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, AND ANY OTHER INTERESTED PARTIES.

WHEREAS, Cities are voluntarily created and chartered by their citizens as the embodiment of local self-determination; and

WHEREAS, In 1968, Florida voters amended the state constitution to confer broad "Home Rule" powers to municipal government, under Article VIII, Section 2(b); and

WHEREAS, municipalities have the power to act for any valid municipal purpose except as prohibited by law; and

WHEREAS, municipality's ability to timely act on local problems and opportunities will be limited by HB 17 and SB 1158 to a state Legislature that holds session only once a year, and whose ability to address local problems will be contingent on the relative effectiveness of its representative in the state Legislature; and

WHEREAS, HB 17 and SB 1158 contradicts the will of the people of Florida, who expressed an unequivocal desire for broad Home Rule powers in their state constitution; and

WHEREAS, HB 17 and SB 1158 undercut the intent of municipal citizens, who voted to incorporate their communities and exercise the broad Home Rule powers granted by the Florida Constitution to govern themselves and, thereby, effectively address the unique concerns of their communities; and

WHEREAS, HB 17 and SB 1158 could impair municipal charter provisions specifically adopted and approved by local voters to define their preferred form of self-government and safeguard issues of perennial importance to their communities; and

WHEREAS, state legislators may find themselves spending increasing amounts of time arbitrating over local problems and legislating on local issues, and less time attending to pressing statewide needs; and

WHEREAS, the City Council believes the opposition of HB 17 and SB 1158 would be in the best interests of the residents and businesses of the City of Plantation and the State of Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The City Council of the City of Plantation urges all members of the Florida Legislature to oppose the adoption of HB17 and SB 1158.

Section 3 The City Council further directs City Administration to transmit a certified copy of this Resolution to the Broward League of Cities, the Florida League of Cities, the Broward County Board of County Commissioners, and any other interested parties.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 4. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of contempt jurisdiction, then said holding shall in no way affect the validity of the reaming portions of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council this _____ day of _____, 2017.

SIGNED by the Mayor this _____ day of _____, 2017.

_____

MAYOR

APPROVED DATE

REQUESTED BY:_____

DEPT. OK:_____

ADMIN. OK:_____

ATTY. OK:_____

AS TO FORM ONLY

ATTEST:

_____

CITY CLERK

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2017.

_____

Susan Slattery, City Clerk

Plantation City Council Meeting Agenda

Notice of City Council Meeting

Wednesday, March 8, 2017 ~ 7:30 PM

City of Plantation
City Council Chambers

Subject:

Extension of C&D Non-Exclusive Franchise Agreement with Waste Management Inc. of Florida

Summary:

Resolution of the City of Plantation relating to environmental control; approving an extension of the non-exclusive franchise with Waste Management Inc. of Florida, for the collection and disposal of construction and demolition debris; authorizing the Mayor or Chief Administrative Officer to finalize the amendment and execute same; providing findings; providing a savings clause; and providing an effective date therefor.

Prepared By:

Dawn Mehler

ATTACHMENTS:

Description	Upload Date	Type
Memo	3/2/2017	Cover Memo
Resolution	3/2/2017	Resolution Letter
Amendment to Franchise Agreement for C&D Collection	3/2/2017	Backup Material

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

ADMINISTRATION
Horace McHugh
Chief Administration Officer

Dawn Mehler
Administrative Analyst

Plantation
the grass is greener®

CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Ron Jacobs
Jerry Fadgen
Mark Hyatt

MEMORANDUM

To: Mayor and Members of the City Council

From: Dawn Mehler, Administrative Analyst

Through: Horace McHugh, Chief Administration Officer

Date: March 1, 2017

Re: Extending the Term of C&D Collection Non-Exclusive Franchise Agreement

---

The City has a Non-Exclusive Franchise Agreement for the collection of Construction & Demolition Debris ("C&D") with Waste Management Inc. of Florida. This Agreement expired on September 30, 2016.

Therefore, pursuant to the City of Plantation Ordinance Section 10-7-6, Administration recommends the extension of the Construction & Debris Non-Exclusive Franchise Agreement to September 30, 2018.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANTATION RELATING TO ENVIRONNENTAL CONTROL, APPROVING AN EXTENSION OF THE NON-EXCLUSIVE FRANCHISE WITH WASTE MANAGEMENT INC. OF FLORIDA, FOR THE COLLECTION AND DISPOSAL OF CONTRUCTION AND DEMOLITION DEBRIS; AUTHOIZING THE MAYOR OR CHIEF ADMINISTRATIVE OFFICER TO FINALIZE THE AMENDMENT AND EXEUTE SAME; PROVIDING FINDINGS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the City of Plantation Ordinance Section 10-7-6 (a) stipulates any firm performing construction and demolition ("C&D") collection must receive a franchise; and,

WHEREAS, Chapter 2 of the Code requires franchisees to be granted only after being competitively procured; and,

WHEREAS, the City of Plantation Ordinance Section 10-7-6 allows a renewal of a qualified provider under same conditions provided in the procurement; and,

WHEREAS, the procurement documentation provides for a maximum of four (4) providers. The City of Plantation Ordinance Section 10-7-6, allows for a renewal of a qualified provider by resolution; and,

WHEREAS, Waste Management, Inc. of Florida participated in the procurement process and was awarded a non-exclusive franchise for C&D.

WHEREAS, it is necessary to extend Waste Management, Inc. of Florida's non-exclusive C&D contract as it expired on September 30, 2016; and,

WHEREAS, the City hereby grants a non-exclusive contract for C&D collection services to Waste Management, Inc. of Florida for a period from September 30, 2016 to September 30, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PLANTATION, FLORIDA THAT:

SECTION 1. The foregoing findings are approved.

SECTION 2. The proposed Amendment between the City and Waste Management Inc. of Florida is attached hereto as Exhibit "A". The proposed Amendment is hereby approved and the Mayor or Chief Administrative Officer is authorized to execute the same. The City Administration may make minor changes to the language in the draft herein approved as may be needed and agreed to by Waste Management Inc. of Florida.

SECTION 3. Should any section, paragraph, sentence, clause, phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a who or any portion or part thereof, other than the part so declared to be invalid.

SECTION 4. This Resolution shall take effect immediately upon passage by the City Council and signature of the Mayor.

PASSED AND ADOPTED by the City Council this _____ day of _____, 2017.

SIGNED by the Mayor this _____ day of _____, 2017.

_____

MAYOR

ATTEST:

_____

CITY CLERK

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2017.

_____

Susan Slattery, City Clerk

AMENDMENT TO FRANCHISE AGREEMENT

FOR CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION

This Amendment to Franchise Agreement for Construction and Demolition Debris Collection ("Agreement") is made and entered into this ___ day of _____, 2017, between City of Plantation, a municipal corporation organized under the laws of the State of Florida, (hereinafter referred to as the "City") and Waste Management Inc. of Florida, a Florida Profit Corporation authorized to do business in Florida (hereinafter referred to as the "Contractor").

Section A.

Section 4.0 of the Franchise Agreement is revised to read as follows:

"Article IV: Term

4.0 Subject to the termination privileges set forth in Article X hereof, the franchise, license or permit herein granted shall be and remain in full force and effect shall remain in effect from ~~April 1, 2009 and ending on September 30, 2016~~ September 30, 2016 and ending on September 30, 2018.

Section B.

In all other respects, the Franchise Agreement shall remain in force and effect. This Amendment to Franchise Agreement for Construction and Demolition Debris Collection is authorized by City Ordinance No. 2482.

[SIGNATURE PAGES BELOW]

IN WITNESS WHEREOF, the City and Contractor set their hands and seal this ___ day of _____, 2013.

CITY OF PLANTATION
A Florida Municipal Corporation

Attest: _____
Susan Slattery, City Clerk

By: _____
Diane Veltri Bendekovic, Mayor
Plantation City Hall
400 NW 73 Avenue
Plantation, FL 33317

Approved as to Form:

By: _____
Donald J. Lunny, Jr.
City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____, 2017 by DIANE VELTRI BENDEKOVIC, who is personally know to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this ____ day of _____, 2017.

_____
Printed Name of Notary

My commission expires:

My commission number is: (notary seal)

Waste Management Inc. of Florida, a Florida Profit Corporation

By _____
Timothy Hawkins, President

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Timothy Hawkins as President of Waste Management Inc. of Florida, a Florida Profit Corporation, personally known to me to be the person described above OR who produced _____ (type of identification) and who acknowledged before me that they executed the same on behalf of Waste Management Inc. of Florida, a Florida Profit Corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 14 day of February, 2017.

My commission expires: 8/02/20

My commission number is: GG017816

Coleen T. Houlihan
Printed Name of Notary

(notary seal)

COLEEN T. HOULIHAN
MY COMMISSION # GG017816
EXPIRES August 02, 2020

Plantation City Council Meeting Agenda

Notice of City Council Meeting

Wednesday, March 8, 2017 ~ 7:30 PM

City of Plantation
City Council Chambers

Subject:

Non-exclusive Construction &Debris Franchise Agreement with Bicon, Inc. dba S&S National Waste

Summary:

Resolution of the City of Plantation relating to environmental control, approving an agreement with Bicon, Inc. dba S & S National Waste, for the collection and disposal of construction and demolition debris; authorizing the Mayor or Chief Administrative Officer to execute same; and providing an effective date therefor.

Prepared By:

Dawn Mehler

ATTACHMENTS:

Description	Upload Date	Type
Memo	3/2/2017	Cover Memo
Resolution	3/2/2017	Resolution Letter
Franchise Agreement	3/2/2017	Backup Material

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

ADMINISTRATION
Horace McHugh
Chief Administration Officer

Dawn Mehler
Administrative Analyst

Plantation
the grass is greener®

CITY COUNCIL
Peter S. Tingom, President
Lynn Stoner, President Pro Tem
Ron Jacobs
Jerry Fadgen
Mark Hyatt

MEMORANDUM

To: Mayor and Members of the City Council

From: Dawn Mehler, Administrative Analyst

Through: Horace McHugh, Chief Administration Officer

Date: March 1, 2017

Re: Construction & Demolition Debris Collection Non-Exclusive Franchise Agreement

---

Pursuant to Ordinance 10-7-6, any firm performing construction and demolition debris collection ("C&D") must receive a franchise and allows a qualified replacement provider under the same conditions provided in the previous procurement. Bicon, Inc. dba S&S National Waste has made a request for a C&D Franchise and agrees to abide by the terms and conditions of the related Ordinance 2545 and prior procurement.

Therefore, Administration recommends a C&D Non-Exclusive Franchise Agreement to Bicon, Inc. dba S&S National Waste.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANTATION RELATING TO ENVIRONNENTAL CONTROL, APPROVING AN AGREEMENT WITH BICON, INC. dba S&S NATIONAL WASTE, FOR THE COLLECTION AND DISPOSAL OF CONTRUCTION AND DEMOLITION DEBRIS; AUTHORIZING THE MAYOR OR CHIEF ADMINISTRATIVE OFFICER TO EXEUTE SAME; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the City of Plantation Ordinance Section 10-7-6 (a) stipulates any firm performing construction and demolition ("C&D") collection must receive a franchise; and,

WHEREAS, Chapter 2 of the Code requires franchisees to be granted only after being competitively procured; and,

WHEREAS, the City of Plantation Ordinance Section 10-7-6 allows a qualified replacement provider under same conditions provided in the procurement; and,

WHEREAS, the procurement documentation provides for a maximum of four (4) providers. The City of Plantation Ordinance Section 10-7-6, allows for qualified replacement of franchisees determined to surrender or not renew a franchise by resolution; and,

WHEREAS, Bicon, Inc. dba S&S National Waste has made a request for a C&D Franchise and agrees to abide by the terms and conditions of the related Ordinance 2545 and prior procurement; and,

WHEREAS, the City hereby grants a non-exclusive contract for C&D collection services to Bicon, Inc. dba S&S National Waste for a period from April 1, 2017 to April 1, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PLANTATION, FLORIDA THAT:

SECTION 1. The foregoing findings are approved.

SECTION 2. The proposed Non-Exclusive Franchise Agreement between the City and Bicon, Inc. dba S&S National Waste is attached hereto as Exhibit "A". The proposed Agreement is hereby approved and the Mayor or Chief Administrative Officer is authorized to execute the same. The City Administration may make minor changes to the language in the draft herein approved as may be needed and agreed to by Bicon, Inc. dba S&S National Waste.

SECTION 3. Should any section, paragraph, sentence, clause, phrase or other part of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a who or any portion or part thereof, other than the part so declared to be invalid.

SECTION 4. This Resolution shall take effect immediately upon passage by the City Council and signature of the Mayor.

PASSED AND ADOPTED by the City Council this _____ day of _____, 2017.

SIGNED by the Mayor this _____ day of _____, 2017.

_____

MAYOR

ATTEST:

_____

CITY CLERK

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2017.

_____

Susan Slattery, City Clerk

FRANCHISE AGREEMENT
FOR CONSTRUCTION AND DEMOLITION DEBRIS COLLECTION

This Franchise Agreement For Construction and Demolition Debris Collection ("Agreement") is made and entered into this 1st day of February 2017, between City of Plantation, a municipal corporation organized under the laws of the State of Florida, (hereinafter referred to as the "City") and Bicon, Inc. dba S&S National Waste, authorized to do business in Florida (hereinafter referred to as the "Contractor").

WHEREAS, Contractor wishes to collect and transport construction and demolition debris in the City of Plantation; and

WHEREAS, Contractor has been awarded a limited Franchise to collect and transport construction and demolition debris within Plantation; and

WHEREAS, the City wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest; and

WHEREAS, the City Council of Plantation has determined it to be in the best interests of the City of Plantation to establish the franchise to provide for construction and demolition debris collection within Plantation; and

WHEREAS, the Florida Statutes and City Ordinances authorize the City to grant limited Franchises; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Chapter 10, City of Plantation Code, unless otherwise indicated herein.

ARTICLE II: CONTRACTOR' S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that he has read the provisions of Chapter 10, City of Plantation Code, RFQ #128-09 for Construction and Demolition Debris Removal Services for the City of Plantation, and this Agreement. Contractor agrees to comply at all times with the applicable provisions of Chapter 10, as well as all Federal, State and City rules and regulations and this Agreement.

ARTICLE III: FRANCHISE

3.0 Pursuant to the authority of Florida Statutes, the City Charter, and the City of Plantation Code, the City hereby grants a limited franchise to Contractor for the collection of construction and demolition debris in the incorporated areas of City of Plantation, subject to the terms and conditions of this Agreement and all applicable laws. The Contractor agrees to provide services to newly annexed areas within 24 hours after official written notification by the City acting through the City Clerk's office, unless otherwise notified. This franchise only authorizes the Contractor to collect construction and demolition debris in roll-off containers located at construction and demolition sites. This franchise does not grant the Contractor the right to provide commercial collection service or any residential service.

3.1 The Contractor shall be one of 4 contractors that shall comprise the City Authorized Construction and Demolition Debris Collection Franchise. The contractors shall be authorized to service customers city-wide. The City has no dispatch responsibilities and shall not have any responsibilities to broker deals between contractors or customers.

ARTICLE IV: TERM

4.0 Subject to the termination privileges set forth in Article X hereof, the franchise, license or permit herein granted shall be and remain in full force and effect shall remain in effect beginning from April 1, 2017 and ending on April 1, 2019.

ARTICLE V: CONTRACTOR' S OPERATIONS

5.1 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the City of Plantation Code and any other applicable Local, State, or Federal laws.

5.2 The Contractor shall maintain an office in Broward, Palm Beach, or Dade County with a Broward County or toll-free telephone number. Office hours of 8:00 A.M. to 5:00 P.M. shall be maintained Monday through Friday, except for established holidays. Business telephones shall be manned during office hours such that customers can request information or register complaints. A current local business tax receipt from a county or municipality in the Tri-county area shall be used to demonstrate compliance with this Section.

5.3 The Contractor agrees to conduct operations under this Agreement in a courteous, orderly, ethical and businesslike manner.

5.4 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.5 Contractor may collect and transport construction and demolition debris between 7:00 AM and 8:00 PM, Monday through Saturday. Contractor should be available to customers during those times. Contractor shall not collect or transport construction and demolition debris at other times, unless the Contractor has received the prior written approval of the Director of the City of Plantation Public Works Department.

5.6 When collecting or transporting construction and demolition debris, Contractor's employees shall wear a company shirt or uniform, which shall have the Contractor's logo in a conspicuous place.

5.7 Contractor agrees to review annually each of their driver's licenses to ensure that all of the drivers have a valid Florida driver's license, that all drivers have not been arrested for serious misdemeanors or felonies, and that all drivers are insured. Drivers shall remain alert, neat, clean, and courteous while operating vehicles during performance of franchised activities. Contractor agrees to be responsible for all drivers, and shall have a drug-free workplace policy that is enforced. The Contractor shall immediately suspend any driver from performing services under this Agreement upon there being probable cause that a driver fails to maintain the qualifications or standards set forth herein. The City reserves the right to conduct background investigations on all driver's and Contractor's personnel.

5.8 All of the trucks used by the Contractor for the collection of construction and demolition debris shall be marked with the name and phone number of the Contractor in letters that are plainly visible and at least four inches high. Each commercial container used by the Contractor for the collection of construction and demolition debris shall be labeled by the Contractor on each side in the same manner.

5.9 Contractor agrees to have no markings on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between contractor and the City of Plantation.

5.10 The Contractor's commercial containers shall be securely covered when transporting construction and demolition debris in the City ofPlantation.

5.11 All of the vehicles used by the Contractor for transporting construction and demolition debris in City of Plantation shall be clean and maintained and used in accordance with manufacturer's specifications and requirements.

5.11 The City reserves the right to inspect the vehicles used by the Contractor for compliance with this Agreement.

5.12 Contractor shall provide the City a list of the type, description, and estimated number of all equipment to be used by the Contractor for providing services.

5.13 The Contractor shall immediately pick up and properly process or dispose of any solid waste, recovered material, or other material that is spilled by the Contractor.

5.14 Any container holding more than ten (10) percent (%) amount of solid waste will be regulated as though the container were filled with solid waste.

5.15 The Contractor will remove all containers in the City within forty-eight (48) hours notice from the City Building Official in the event of a pending tropical event.

ARTICLE VI: DISPOSAL SITES

6.0 All construction and demolition debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted solid waste management facility. Contractor shall provide the City with a list of the licensed and permitted solid waste management facility used by the Contractor.

ARTICLE VII: FRANCHISE FEES

7.1 The Contractor shall pay a franchise fee to the City for the privilege of using the public streets, roads, alleys and other thoroughfares of the City for the collection and transportation of construction and demolition debris that originates in the City. The franchise fee also may be used to pay the cost of implementing, administering and enforcing the City's regulations for the safe handling of construction and demolition debris generated in the City ofPlantation.

7.2 The franchise fee shall be the greater of a $ 7,500.00 paid annually to the City or ten percent (10%) of the total gross revenues collected by the Contractor for the services provided pursuant to this Agreement, including the collection, transportation, processing and disposing of construction and demolition debris originating in the incorporated areas of City of Plantation.

7.3 Franchise fees shall be paid to the City at least once each quarter. If paid quarterly, franchise fees shall be delivered to the City no later than January 15, April 15, July 15, and October 15 of each year. Each quarterly payment shall be based on the gross revenues earned by the Contractor for the services provided pursuant to this Agreement for the preceding calendar quarter.

7.4 At least once each year, the Contractor shall provide the City with an audited financial statement to demonstrate that the Contractor has fully paid the applicable franchise fee. The financial statement shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. Unless the City instructs the Contractor otherwise, the Contractor shall deliver the audited financial statement to the City within 45 days after the anniversary of the effective date of this

Agreement. The City may waive for Franchisee the audited financial statement upon good cause.

7.5 Each month the Contractor shall deliver to the City a true and correct report identifying the gross revenues collected by the Contractor during the previous month for the services provided by the Contractor pursuant to this Agreement. The first monthly report shall be submitted within fifteen (15) days after the end of the first month following the effective date of this Agreement. Each monthly report thereafter shall be submitted on the 15th day of the following month.

7.6 Each quarterly payment of the franchise fee shall be accompanied by a true and accurate report demonstrating that the franchise fee has been paid in full for the preceding calendar quarter.

7.7 The Contractor shall allow the City to inspect and examine the Contractor's financial books and records to confirm the Contractor's financial books are in compliance with this Agreement. The Contractor shall allow the inspections at any time following a reasonable notice, which shall not be construed to exceed seven (7) days. Additionally, the City may communicate directly with customers of the Contractor for the purpose of confirming the Contractor's compliance with this Agreement.

7.8 If the Contractor fails to pay the full amount of the franchise fee in a timely manner, the City may suspend the franchise until payment is made or may revoke the franchise. The Contractor shall pay any and all of the City's expenses for the collection of the franchise fees, including but not limited to court costs and reasonable attorneys' fees. Interest shall accrue on any unpaid franchise fee at the maximum rate allowed by law.

ARTICLE VIII: INSURANCE

8.1 The Contractor shall not begin collecting construction and demolition debris under this Agreement until appropriate certificates of insurance are provided to the City to demonstrate compliance with the requirements of this Agreement. The Contractor must maintain the insurance in full force and effect at all times throughout the term of this Agreement. The City shall be named as an additional insured on all of the insurance policies, except for workers' compensation.

8.2 The Contractor shall provide workers' compensation and employer's liability insurance of not less than $500,000 for each person/accident and each person/disease, or the minimum amount required under Florida law, whichever is greater.

8.3 The Contractor shall provide commercial general liability insurance in the amount of $1,000,000 per occurrence, and shall include coverage for bodily injury, death, property damage and other liabilities arising from or related to Contractor's premises, operations, independent contractors, and contracts. The contractual coverage must specify that it covers the hold harmless provisions of this Agreement.

8.4 The Contractor shall provide vehicle liability insurance with minimum combined single limits of $1,000,000 for all owned, hired, and non-owned vehicles.

8.5 The Contractor shall provide umbrella liability insurance with a limit of not less than $2,000,000. The umbrella coverage shall be form-following and shall mirror the underlying coverage.

8.6 All of the companies providing insurance must be authorized to do business in the State of Florida. All of the insurance companies providing coverage must be rated A-, IX or higher in the most recent edition of Best's Key Rating Guide.

8.7 No change or cancellation of any insurance required under this Agreement may be made unless thirty (30) days prior written notice is provided to the City. Each insurance certificate must name the City as an additional insured and shall be supplemented by a Notice to Others endorsement that will afford the City with written notice in the event of cancellation or material change (except Workers' Compensation).

ARTICLE IX: INDEMNIFICATION

9.1 Contractor agrees to indemnify and hold harmless the City, its employees, and their elected and appointive officers from liabilities, damages, losses, and costs, including, but not limited to, attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and all persons employed or utilized by the Contractor in the performance of this Agreement.

9.2 Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the City that such amount is due, be made by Contractor prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Contractor shall promptly reimburse the City for same, together with interest thereon at the rate of 12% per annum simple interest from the date of receipt by Contractor of written notice from the City that such payment is due.

9.3 Contractor agrees, at Contractor's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor.

9.4 Additionally, if Contractor, after receipt of written notice from the City fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorneys' fees or costs incurred by the City in securing any such payment from Contractor.

9.5 This Section will survive termination of the Franchise, and will survive the Franchise's expiration.

ARTICLE X: TERMINATION BY CITY

10.0 If there is a material breach of any term of this Agreement by the Contractor, the City shall notify the Contractor in writing of the breach and provide the Contractor with a reasonable opportunity to correct the breach. If the breach is not corrected in a timely manner, the City may terminate the Contract at any time at the City's discretion. Among other things, a material breach of this Agreement shall be deemed to have occurred if: (a) the Contractor fails to pay franchise fees at the times and in the amounts required by this Agreement; (b) the Contractor fails at any time to file complete, accurate, and timely reports, as required by this Agreement; (c) the Contractor disposes of construction and demolition debris at a site other than a properly permitted and authorized solid waste management facility; (d) the Contractor collects or transports construction and demolition debris in a manner that is not authorized under this Agreement; (e) the Contractor fails to continuously maintain the types and amounts of insurance required under this Agreement; (f) the Contractor declares bankruptcy; (g) the Contractor or its subsidiaries is placed on the "Convicted Vendors" list as set forth in Section 287.133, F.S.; (h) the Contractor has a lien or levy placed upon any property used by Contractor in its implementation or operation of the franchise, which is not discharged of record within thirty (30) days; (i) the Contractor has any assets seized by creditors or by judicial process or (j) the Contractor fails to comply with any applicable provisions of Federal, State and County laws or this Agreement. If City's termination for the causes set forth herein is determined inappropriate, unjustified, invalid, or ineffective by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience, and the Contractor shall be compensated solely in accordance with the ensuing section 10.1 below.

10.1 City may also terminate this agreement for convenience, provided the City gives Contractor at least sixty (60) calendar days advanced written notice. At the time notice is given, the Contractor shall no longer be required to pay that portion of the franchise fee that is allocable to for the ensuing sixty (60) day period, and shall no longer be required to perform its obligations pursuant to this Agreement, with the exception of provisions that survive termination. The City shall refund

the allocable portion of the franchise fee to be repaid if same has been paid by the Contractor prior to termination, and such franchise fee adjustment shall be the sole liability of the City to the Contractor in the event of termination for convenience. Contractor shall not be entitled to claim any damages, including lost profits, or any other economic losses that may be sustained because of the City's termination for convenience.

10.2 This Contract may also be terminated by mutual written agreement at any time and under any terms.

10.3 In the event the City breaches this Franchise Agreement, or in the event the Franchise Agreement is terminated, the parties agree, in the absence of a specific provision elsewhere providing for less liability, that the City's maximum liability to Contractor shall not exceed Fifty Thousand Dollars ($50,000), inclusive of an award of attorney's fees and costs. This section will survive termination of this Agreement.

ARTICLE XI: MISCELLANEOUS PROVISIONS

11.1 Representatives of the Parties

For the purposes of this Agreement, the authorized representative of the City shall be the Director of City of Plantation Public Works Department or the Director's designee. The authorized representative of the Contractor for purposes of this Agreement shall be Mary (Beth) Martin. Either party may change its representative upon five (5) days prior Notice to the other party.

11.2 Notices

Whenever this Agreement calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day that is not a legal holiday.

Notice shall be directed to the parties as follows:

If to the City:
Edward Consaul, Director
City of Plantation Public Works Department
750 NW 91st Avenue
Plantation, Florida 33324

With a copy to:
Donald J. Lunny, Jr.
City Attorney
Sun-Sentinel Building
19th Floor
200 East Las Olas Blvd.
Fort Lauderdale, Florida 33301

If the Contractor:
Janna Wheeler
CEO
Bicon, Inc. dba S&S National Waste
1060 Skees Road
West Palm Beach, FL 33411

11.8 Assignment

The Contractor shall not assign or transfer the Franchise or its rights or interest therein without the City's prior written approval. The Contractor shall likewise not subcontract for any portion of the franchised activities without written approval. The obligations undertaken by Contractor pursuant to this Agreement will not be subcontracted, delegated, or assigned to any other person or firm unless City first consents in writing. No assignment, subcontract, transfer,or delegation will relieve the Contractor of its liability or obligations with respect to this Agreement. As a condition precedent to receiving the City's consent, the Contractor or the potential transferee must demonstrate that the transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and the City of Plantation Code. At its sole option, the City may assign this Agreement at any time without the consent of the Contractor.

11.9 Representations of the Contractor

The Contractor represents that (a) it is a corporation duly organized under the laws of the State of Florida or a person or an entity qualified to do business in the State of Florida, (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida, (c) it has the required power and authority to perform this Agreement, (d) that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms of the Agreement, and that no further approval, permit, license, certification, or action by a governmental authority is required to execute and perform this Agreement, except such as may be routinely required and obtained in the ordinary course of business.

11.10 Transfer of Business Interest, Personnel

(i) Should the Contractor sell, relinquish, convey, transfer or end by defeasance any interest in the Contractor's company, corporation, firm, partnership or association providing services under this Agreement, then the City will have two (2) options:

(a) To remove the Contractor from the franchise;

(b) To subject any new ownership, partnership, corporation, individuals, or any other entities obtaining partial or controlling interest in Contractor's company to the same scrutiny, evaluation, terms, conditions, covenants, rules, regulation, laws, understandings, and agreements as provided in this Agreement.

(ii) Contractor key personnel essential to the continuity and successful performance of this Agreement will be identified and shall be required to be available for the duration of the Agreement unless substitutions are approved in writing by the City. Any substitutions made without City approval will be grounds for City termination of the Contract. The City may arbitrarily refuse to approve a substitution.

11.11 Headings

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

11.12 Severability

If any term, condition, covenant or obligation of this Agreement is declared illegal, void or unenforceable, the remaining terms will not be affected but will remain in full force and effect, and this Agreement shall be construed as if such illegal, void or unenforceable provision had never been contained herein. If severance from this Agreement of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Agreement, either party may apply to a court of competent jurisdiction to reform or reconstitute the Agreement so as to recapture the original intent of said particular provision(s). All other provisions of the Agreement shall remain in effect at all times during which negotiations or a judicial action remains pending.

11.13 Survivability

Any term, condition, covenant, or obligation which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

11.14 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder, or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

11.15 Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of the City.

11.16 City Liability for Customer Charges

Nothing in this Agreement shall be construed as creating any liability on the part of of the City for any fees or charges due to Contractor from customers if the Contractor is unable to collect same from its customer. The City shall not be held liable for any costs associated with the Contractor's customer activities, including but not limited to lost profits, direct, indirect, consequential, impact or other costs, expenses or damages.

11.17 Independent Contractor

When performing the activities required by this Agreement, the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of the City. The Contractor shall be solely responsible for the means, methods and procedures used by the Contractor to perform under this agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the City. The Contractor shall have no authority to bind the City to any agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the City.

11.18 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

11.19 Fair Dealing

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no City Councilperson, City Officer, or City employee, directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the Contractor, nor will any such person directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this Agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract and the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for

the Contractor, any fee, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this contract. Further, the Contractor declares and warrants that the Contractor is not subject to the restrictions in Section 287.017, Florida Statutes, for a public entity crime.

11.20 Sovereign Immunity

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law or statutory sovereign immunity under Section 768.28, Florida Statutes.

11.21 Amendment

Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed by both parties with the same formalities as this Agreement.

11.22 Interpretations

The Mayor or his or her designee shall make interpretations of this Agreement on behalf of the City.

11.23 Request for Qualifications.

The City of Plantation Request for Qualifications for Construction and Debris Removal Services, RFQ #128-09 dated December 16, 2008 is hereby incorporated by reference herein and attached hereto as Exhibit "A". Should any section, paragraph, sentence, clause, phrase, or other part of this Agreement conflict with any other section, paragraph, sentence, clause, phrase, or other part of the City of Plantation Request for Qualifications for Construction and Debris Removal Services, RFQ #128-09, or any other City Ordinance, the requirement that is the most restrictive with respect to the Franchisee shall control, unless otherwise expressly stated.

11.24 Terms Generally

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include" and "including" as used herein shall be deemed to be followed by the following phrase "without limitation." The words "agree," "agreement," "consent," "establish," "impose" as used herein shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or delayed" except as specifically noted. Words or phrases which are defined herein by reference to a statute, rule or regulation shall have the meaning ascribed to such word or phrases as of the Effective Date, without regard to subsequent changes in such statutes, rules or regulations.

11.25 Miscellaneous

(i) In the event Contractor executes a Franchise Agreement with another city in Broward County, for the same services as the Contractor performs under this Franchise Agreement, on terms more favorable to such other City than the terms of this Franchise Agreement, the Contractor shall notify the City of this fact, and shall offer to the City the same terms and conditions which it offered to the other city for the remainder of the Franchise.

(ii) Each party hereto has had an opportunity to consult with and receive advice of legal counsel of their own selection prior to executing this Franchise Agreement, and this Franchise Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Franchise Agreement to be drafted.

(iii) The City may use the revenue derived here from for any lawful purpose.

(iv) The City may conduct a periodic performance review of the Agreement.

11.26 Discrimination Prohibited

(i) Contractor shall not illegally discriminate in its rates, charges, or availability of service, or grant illegal preferences or advantages to any customers or potential customers or group of customers prejudicing any other group. Contractor may not discriminate in providing service or services to customers or users on the basis of age, race, creed, religion, color, sex, handicap, national origin, marital status or political affiliation.

(ii) Contractor shall not discriminate against any person in employment or compensation or in terms and conditions of employment or discharge from employment because of age, race, creed, religion, color, sex, disability, national origin, marital status, or political affiliation. Contractor must comply with all federal, state, and local regulations governing employment discrimination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates noted below.

CITY OF PLANTATION, FLORIDA

By:_____
Diane Veltri Bendekovic, Mayor

As to legal form:

By:_____
Donald J. Lunny, City Attorney

As to content:

By:_____
Edward Consaul
Director, Public Works Department

WITNESS:

_____
Signature

_____
Typed name of witness

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this_____of_____, 2017 by_____, Mayor and_____, City Clerk of the City of Plantation, Florida, who is (are) personally known to me or who has produced _____(type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this_____day of_____, 2017

_____
Printed Name of Notary

My commission expires:

My commission number is: (Notary seal)

CONTRACTOR:

By: Janna Wheeler

Bicon, Inc.

d/b/a S&S National Waste

Date: 1-31-17

By: _____
Chief Executive Officer

WITNESS:

Keishla Rivera
Signature

Keishla Rivera
Typed name of witness

Erika Hoermachea
Signature

ERIKA HOERMACHEA
Typed name of witness

STATE OF FLORIDA
COUNTY OF BROWARD

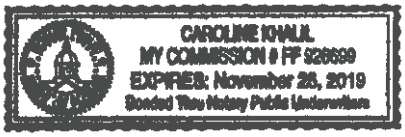
The foregoing Agreement was acknowledged before me this 31st of Jan, 2017 by Jenna Wheeler, Contractor and who is (are) personally known to me or who has produced _____(type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this 31st day of Jan, 2017.

Caroline Khalil
Printed Name of Notary

My commission expires:
11.26.2019
My commission number is:
FF926699

(Notary seal)



Plantation City Council Meeting Agenda | **Notice of City Council Meeting** | **Wednesday, March 8, 2017 ~ 7:30 PM**

City of Plantation
City Council Chambers

Subject:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation's Gateway Development District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation's Gateway Development District.

ATTACHMENTS:

Description	Upload Date	Type
Bill List - Gateway - cover & week 1	3/2/2017	Cover Memo
Bill List - Gateway - week 2	3/2/2017	Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD February 16, 2017 THROUGH March 01, 2017
THE PLANTATION GATEWAY DEVELOPMENT DISTRICT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLANTATION GATEWAY DEVELOPMENT DISTRICT, that:

The expenditures reflected on the attached weekly Expenditure Reports from the Plantation Gateway Development District's funds are herewith approved and ratified. The planned and actual appropriations and expenditures shown in said reports are hereby authorized, ratified, and approved and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditure and appropriations for the fund as listed in the attached reports. A copy of the said weekly reports will be filed with the City Clerk of the City of Plantation with a copy of the Resolution attached thereto.

APPROVED AND ADOPTED BY THE CITY COUNCIL SITTING AS THE BOARD OF DIRECTORS OF THE PLANTATION GATEWAY DEVELOPMENT DISTRICT THIS Wednesday, March 8, 2017.

_____
Chairperson

ATTEST:

_____
City Clerk

Approval:

_____ _____
Finance Date

_____ _____
Administration Date

Plantation Gateway Development District

Computer Check Register

Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Checks Voided	Amount	Check Date
143798	BANK OF AMERICA		25.00	02/17/2017
			25.00	

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

Plantation Gateway Development District
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
BANK OF AMERICA						
	02/17/2017	143798	Computer			
				50.00	112-0000	Special district fees
				50.00		
	02/17/2017	DEO SPEC DIST-112	Credit			
				-25.00	112-0000	Special district fees
				-25.00		
			Sum of Computer Checks	**25.00**		
			Sum of Manual Checks			
			Total	**25.00**		

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

Plantation Gateway Development District
Check & Payment Register Fund Summary
Check Dates 2/16/2017 to 2/22/2017

Fund	Fund Name	Computer Checks	Manual Checks	Credits	Total
112	Plantation Gateway Dev Dist	50.00		-25.00	25.00
		50.00		**-25.00**	**25.00**

Plantation Gateway Development District

Computer Check Register

Check Dates 2/23/2017 to 3/1/2017

Check	Vendor	Checks Voided	Amount	Check Date
144566	FLORIDA POWER & LIGHT COMPANY		337.47	03/01/2017
144512	PLANTATION UTILITIES		1,824.44	03/01/2017
			2,161.91	

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

Plantation Gateway Development District
Check & Credit Register Detail
Check Dates 2/23/2017 to 3/1/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
FLORIDA POWER & LIGHT COMPANY						
	03/01/2017	144566	Computer			
				337.47	112-0000	Electricity
				337.47		
PLANTATION UTILITIES						
	03/01/2017	144512	Computer			
				1,824.44	112-0000	Water/wastewater
				1,824.44		
			Sum of Computer Checks	**2,161.91**		
			Sum of Manual Checks			
			Total	**2,161.91**		

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

Plantation Gateway Development District
Check & Payment Register Fund Summary
Check Dates 2/23/2017 to 3/1/2017

Fund	Fund Name	Computer Checks	Manual Checks	Credits	Total
112	Plantation Gateway Dev Dist	2,161.91			2,161.91
		2,161.91			**2,161.91**

Plantation City Council Meeting Agenda

Notice of City Council Meeting

Wednesday, March 8, 2017 ~ 7:30 PM

City of Plantation
City Council Chambers

Subject:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation's Midtown Development District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation's Midtown Development District.

ATTACHMENTS:

Description	Upload Date	Type
Bill List - Midtown - cover & week 1	3/2/2017	Cover Memo
Bill List - Midtown - week 2	3/2/2017	Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD February 16, 2017 THROUGH March 01, 2017
THE PLANTATION MIDTOWN DEVELOPMENT DISTRICT

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PLANTATION MIDTOWN DEVELOPMENT DISTRICT, that:

The expenditures reflected on the attached weekly Expenditure Reports from the Plantation Midtown Development District's funds are herewith approved and ratified. The planned and actual appropriations and expenditures shown in said reports are hereby authorized, ratified, and approved and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditure and appropriations for the fund as listed in the attached report. A copy of the said weekly reports will be filed with the City Clerk of the City of Plantation with a copy of the Resolution attached thereto.

APPROVED AND ADOPTED BY THE CITY COUNCIL SITTING AS THE BOARD OF DIRECTORS OF THE PLANTATION MIDTOWN DEVELOPMENT DISTRICT THIS Wednesday, March 8, 2017.

_____
Chairperson

ATTEST:

_____
City Clerk

Approval:

_____ _____
Finance Date

_____ _____
Administration Date

Plantation Midtown Development District

Computer Check Register

Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Checks Voided	Amount	Check Date
143796	BANK OF AMERICA		25.00	02/17/2017
			25.00	

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

Plantation Midtown Development District
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
BANK OF AMERICA						
	02/17/2017	143796	Computer			
				50.00	109-0000	Special District fee
				50.00		
	02/17/2017	DEO SPEC DIST- 109	Credit			
				-25.00	109-0000	Special District fee
				-25.00		
		Sum of Computer Checks		**25.00**		
		Sum of Manual Checks				
		Total		**25.00**		

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

Plantation Midtown Development District
Check & Payment Register Fund Summary
Check Dates 2/16/2017 to 2/22/2017

Fund	Fund Name	Computer Checks	Manual Checks	Credits	Total
109	Plantation Midtown Dev Dist	50.00		-25.00	25.00
		50.00		**-25.00**	**25.00**

Plantation Midtown Development District

Computer Check Register

Check Dates 2/23/2017 to 3/1/2017

Check	Vendor	Checks Voided	Amount	Check Date
144565	FLORIDA POWER & LIGHT COMPANY		1,434.53	03/01/2017
			1,434.53	

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

Plantation Midtown Development District
Check & Credit Register Detail
Check Dates 2/23/2017 to 3/1/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
FLORIDA POWER & LIGHT COMPANY						
	03/01/2017	144565	Computer			
				1,434.53	109-0000	Electricity
				1,434.53		
			Sum of Computer Checks	**1,434.53**		
			Sum of Manual Checks			
			Total	**1,434.53**		

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

Plantation Midtown Development District
Check & Payment Register Fund Summary
Check Dates 2/23/2017 to 3/1/2017

Fund	Fund Name	Computer Checks	Manual Checks	Credits	Total
109	Plantation Midtown Dev Dist	1,434.53			1,434.53
		1,434.53			**1,434.53**

Plantation City Council Meeting Agenda

Notice of City Council Meeting

Wednesday, March 8, 2017 ~ 7:30 PM

City of Plantation
City Council Chambers

Subject:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation.

ATTACHMENTS:

Description	Upload Date	Type
Bill List - General - cover & week 1	3/2/2017	Cover Memo
Bill List - General - week 2	3/2/2017	Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD February 16, 2017 THROUGH March 01, 2017

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, that:

The expenditures reflected on the attached weekly Expenditure Reports from all City funds are herewith approved and ratified. The planned and actual appropriations and expenditures shown in said reports are hereby authorized, ratified, and approved and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditures and appropriations for the fund as listed in the attached reports. A copy of the said weekly reports will be filed with the City Clerk of the City of Plantation with a copy of the Resolution attached thereto.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA, THIS Wednesday, March 8, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

Approval:

_____ _____
Finance Date

_____ _____
Administration Date

City of Plantation

Computer Check Register

Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Amount	Check Date
143860	10-S TENNIS SUPPLY	3,439.90	02/22/2017
143867	4IMPRINT INC	908.79	02/22/2017
143800	A & B PIPE AND SUPPLY INC	439.00	02/22/2017
143801	ACTION GATOR TIRE	621.62	02/22/2017
143802	ACUSHNET CO TITLEIST & FOOTJOY	3,482.84	02/22/2017
143720	Adam Weinstein	2,363.00	02/17/2017
143803	AERO HARDWARE & SUPPLY CO	404.40	02/22/2017
143729	Alejandro Castillo	1,827.00	02/17/2017
143792	Alejandro Rivera	679.00	02/17/2017
143640	Alex Poitevien	2,344.00	02/17/2017
143751	Alex Pridgeon	1,516.00	02/17/2017
143775	Alexander Cedeno	1,078.00	02/17/2017
143582	Garnishment	58.61	02/16/2017
143604	Alexander Nualart	399.00	02/17/2017
143786	Ali Hijazi	1,267.00	02/17/2017
143804	ALLIED UNIVERSAL CORPORATION	2,627.81	02/22/2017
143805	ALLSTATE RESOURCE MANAGEMENT INC	5,664.00	02/22/2017
143806	ALSCO INC	87.69	02/22/2017
143807	ALTHA DESUE	58.75	02/22/2017
143702	Alyssa Curbelo	1,004.00	02/17/2017
143808	AMERICAN NATIONAL RED CROSS	27.00	02/22/2017
143809	AMERICAN PLUMBING INC	162.94	02/22/2017
143810	AMERIGAS PROPANE LP	356.21	02/22/2017
143799	AMPROS TROPHY KINGS OF FLORIDA INC	196.00	02/22/2017
143811	ANDIROSY DISTRIBUTION CORP	158.89	02/22/2017
143764	Andres Ortiz	1,617.00	02/17/2017
143789	Andrew Terwilliger	1,071.00	02/17/2017
143577	Garnishment	296.77	02/16/2017
143579	Garnishment	369.23	02/16/2017
143740	Anthony Carbonell	973.00	02/17/2017
143771	Anthony Guerra	182.00	02/17/2017
143722	Anthony Makins	315.00	02/17/2017
143612	Anthony Presutti	147.00	02/17/2017
143678	Antonio Ramirez	1,218.00	02/17/2017
143812	ARMY NAVY OUTDOORS	1,154.98	02/22/2017
143620	Ashley Gravallese	21.00	02/17/2017
143661	Ashley Zalewski	476.00	02/17/2017

City of Plantation

Computer Check Register

Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Amount	Check Date
143728	Aston Bright	1,605.00	02/17/2017
143814	AT& T SOUTHEAST-GEORGIA	101.01	02/22/2017
143985	AT& T SOUTHEAST-GEORGIA	301.24	02/22/2017
143815	ATT TELECONFERENCE SERVICES	14.49	02/22/2017
143795	BANK OF AMERICA	38,986.83	02/17/2017
143657	Barry Boulton	3,546.00	02/17/2017
143591	Barry Stearns	1,597.00	02/17/2017
143766	Benel Prospere	815.00	02/17/2017
143816	BENNETT AUTO SUPPLY INC	822.53	02/22/2017
143818	BIRDIEBOX LLC	2,010.00	02/22/2017
143779	Blayke Navon	441.00	02/17/2017
143819	BLUE TARP FINANCIAL INC	17.96	02/22/2017
143822	BOARD OF COUNTY COMMISSIONERS	70.00	02/22/2017
143821	BOUND TREE MEDICAL LLC	1,109.49	02/22/2017
143659	Brandi Klink	7.00	02/17/2017
143595	Brenda Simpkiss	1,235.00	02/17/2017
143724	Brendan Joyce	687.00	02/17/2017
143644	Brian Glaros	548.00	02/17/2017
143734	Brian Schaefer	499.00	02/17/2017
143641	Brian Sullivan	627.00	02/17/2017
143825	BROWARD CO BOARD OF COUNTY COMMISSIONERS	325.00	02/22/2017
143574	BROWARD CO POLICE BENEVOLENT ASSOCIATION	232.10	02/16/2017
143826	BROWARD CO WATER & WASTEWATER SERVICES	1,204.41	02/22/2017
143824	BROWARD COLLEGE	170.00	02/22/2017
143827	BROWARD COUNTY BOARD OF COUNTY COMMISSIONI	24.00	02/22/2017
143823	BROWARD NELSON FOUNTAIN SERVICE	106.66	02/22/2017
143828	BRYANT MILLER OLIVE PA	6,312.20	02/22/2017
143829	BURKHARD'S TRACTOR & EQUIPMENT INC	1,024.54	02/22/2017
143850	C6 TACTICAL CORP	1,014.00	02/22/2017
143830	CALLAWAY GOLF SALES COMPANY	2,297.19	02/22/2017
143831	CALVARY CHAPEL PLANTATION	500.00	02/22/2017
143922	CARBON'S GOLDEN MALTED	90.00	02/22/2017
000322	CARIBE UTILITIES OF FLORIDA INC	34,903.00	02/22/2017
143618	Caridad Blanchard	2,078.00	02/17/2017
143780	Carleto Reid	448.00	02/17/2017
143723	Carlos Gonzalez	1,591.00	02/17/2017
143833	CENGAGE LEARNING INC	482.75	02/22/2017
143834	CENTER POINT LARGE PRINT	88.68	02/22/2017

City of Plantation

Computer Check Register

Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Amount	Check Date
143749	Cesar Rivera	812.00	02/17/2017
143835	CHARD SNYDER	335.75	02/22/2017
143652	Charles Bacon	2,379.00	02/17/2017
143592	Charles Simpkiss	1,656.00	02/17/2017
143836	CHENEY BROTHERS INC	4,262.93	02/22/2017
143629	Christine Martins	1,122.00	02/17/2017
143693	Christopher Kura	140.00	02/17/2017
143601	Christopher Regner	457.00	02/17/2017
143715	Christopher Rossa	597.00	02/17/2017
143593	Christopher Sorrentino	1,593.00	02/17/2017
143642	Christopher Wallett	759.00	02/17/2017
143892	CINDY JONES	1,052.88	02/22/2017
143837	CINTAS CORPORATION NO 017	1,793.00	02/22/2017
143838	CITY FIRE INC	1,845.50	02/22/2017
143839	CLERK OF COURTS	10.00	02/22/2017
143840	COAST PUMP WATER TECHNOLOGIES	459.55	02/22/2017
143862	COCA-COLA REFRESHMENTS USA INC	438.80	02/22/2017
143841	COLORADO BANKERS LIFE INSURANCE CO	60.00	02/22/2017
143842	COLUMNA INC	71.00	02/22/2017
143843	COMCAST	18.64	02/22/2017
143844	COMCAST	84.90	02/22/2017
143845	COMCAST	194.93	02/22/2017
143986	COMCAST	136.93	02/22/2017
143846	COMMERCIAL ENERGY SPECIALISTS	1,622.60	02/22/2017
143847	COMMONWEALTH AMMUNITION	8,064.00	02/22/2017
143848	COMPBENEFITS COMPANY	7,477.18	02/22/2017
143849	CONDO ELECTRIC MOTOR REPAIR CORP	11,827.05	02/22/2017
143576	CONNIE EARLE	180.00	02/16/2017
143677	Cosme Perez	1,455.00	02/17/2017
143719	Craig Sinclair	7.00	02/17/2017
000323	CRAVEN THOMPSON & ASSOCIATES INC	3,776.80	02/22/2017
143645	Daniel Ferrer	1,350.00	02/17/2017
143692	Daniel Korn	512.00	02/17/2017
143646	Daniel Stearns	1,147.00	02/17/2017
143770	Danielle Bernard	750.00	02/17/2017
143698	David Ahringer	1,262.00	02/17/2017
143738	David Carmody	659.00	02/17/2017
143742	David Encinas	910.00	02/17/2017

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Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Amount	Check Date
143586	David Fearnley	750.00	02/17/2017
143730	David Gaskell	1,416.00	02/17/2017
143714	David Marino	1,169.00	02/17/2017
143590	David Radzivill	1,185.00	02/17/2017
143791	Dayri Mora Penate	812.00	02/17/2017
143621	Dean Bullock	1,889.00	02/17/2017
143851	DEBBIE MCKEEVER - PETTY CASH	32.10	02/22/2017
143768	Deborah Tine-Rivera	1,367.00	02/17/2017
143852	DELL MARKETING LP	5,643.47	02/22/2017
143853	DEPT OF BUSINESS & PROFESSIONAL REGULATIONS	1,970.00	02/22/2017
143769	Deron Hyatt	336.00	02/17/2017
143673	Desiree Colon	617.00	02/17/2017
143913	DESMOND MCINTOSH	500.00	02/22/2017
143745	Deyris Lanzas	721.00	02/17/2017
143584	Garnishment	154.62	02/16/2017
143855	DIVE RESCUE INTERNATIONAL INC	16,091.35	02/22/2017
143832	DOLORES M CAMPBELL	1,399.84	02/22/2017
143854	DPI OF PLANTATION	6,008.00	02/22/2017
143856	DUNBAR ARMORED INC	2,031.00	02/22/2017
143857	EDCO AWARDS & SPECIALTIES	83.48	02/22/2017
143776	Edward Cedeno	1,085.00	02/17/2017
143599	Edward Contreras	1,677.00	02/17/2017
143685	Edward Marlowe	1,251.00	02/17/2017
143679	Edward Rottloff	1,995.00	02/17/2017
143858	ELECTRICAL CONTRACTING SERVICE INC	14,004.00	02/22/2017
143668	Elson Soto Jr	557.00	02/17/2017
143716	Eric Rudicil	30.00	02/17/2017
143859	ERIN ELECTRICAL ENTERPRISES INC	1,494.08	02/22/2017
143684	Errol Chin	1,618.00	02/17/2017
143627	Evan Katz	2,391.00	02/17/2017
143633	Evelyn Gabor	63.00	02/17/2017
143606	Ezra Lubow	14.00	02/17/2017
143861	FASTENAL COMPANY	70.83	02/22/2017
143879	FLORENCE HENLEY	500.00	02/22/2017
143863	FLORIDA DETROIT DIESEL - ALLISON	809.91	02/22/2017
143864	FLORIDA MUNICIPAL INSURANCE TRUST FUND	50,683.00	02/22/2017
143866	FORT BEND SERVICES INC	12,342.40	02/22/2017
143721	Frank Zingale	1,556.00	02/17/2017

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Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Amount	Check Date
143670	Freddie Gamboa	660.00	02/17/2017
143873	G PROULX LLC	755.00	02/22/2017
143754	Gabriel Bonneau	1,134.00	02/17/2017
143868	GALLS LLC	289.90	02/22/2017
143752	Gamal Stewart	1,127.00	02/17/2017
143785	George Gammon	294.00	02/17/2017
143732	Gilberto Morales	1,509.00	02/17/2017
143870	GL DISTRIBUTORS INC	2,369.75	02/22/2017
143871	GLOBAL GOLF SALES INC	258.93	02/22/2017
143872	Golf Scorecards, Inc.	1,855.00	02/22/2017
143869	GORDON FOOD SERVICE	1,986.25	02/22/2017
143874	GPSI LEASING II - ACCORD LL	2,850.00	02/22/2017
143876	GRAINGER	676.56	02/22/2017
143877	GREEN THUMB LAWN & GARDEN LLC	103.10	02/22/2017
143697	Greg Duran	14.00	02/17/2017
143938	GUIDANT MANAGEMENT GROUP LLC	507.20	02/22/2017
143651	Guillermo Duenas	1,194.00	02/17/2017
143880	H & H LIQUID SLUDGE DISPOSAL INC	32,979.36	02/22/2017
143878	HD SUPPLY WATERWORKS LTD	1,337.70	02/22/2017
143813	HEALTH PROMOTIONS NOW	1,100.18	02/22/2017
143718	Heather Short	2,471.00	02/17/2017
143966	HECTOR TURF	1,992.47	02/22/2017
143628	Henry Bernard	2,613.00	02/17/2017
143626	Herbert Bond	1,005.00	02/17/2017
143607	Herbert Northwalton	1,372.00	02/17/2017
143881	HOME DEPOT CREDIT SERVICES	1,724.14	02/22/2017
143912	HORACE MCHUGH	392.14	02/22/2017
143882	HOWARD FERTILIZER & CHEMICAL CO INC	3,907.79	02/22/2017
143883	HUDSON PUMP & EQUIPMENT	4,289.80	02/22/2017
143712	Ina Esquivel-Konieczny	832.00	02/17/2017
143884	INGRAM LIBRARY SERVICES	1,299.61	02/22/2017
143885	INSIGHT PUBLIC SECTOR INC	105.88	02/22/2017
143886	INSTRUMENT SPECIALTIES INC	228.00	02/22/2017
143887	INTERSTATE SCREW CORP	383.88	02/22/2017
143701	Jack-Luis Charles	1,221.00	02/17/2017
143578	Garnishment	304.99	02/16/2017
143699	Jaime Bianchi	287.00	02/17/2017
143608	James Wade	1,581.00	02/17/2017

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Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Amount	Check Date
143598	James Wallett	457.00	02/17/2017
143619	Jared Baker	902.00	02/17/2017
143772	Jason Bryant	665.00	02/17/2017
143671	Javier Colon	1,541.00	02/17/2017
143660	Javier Suarez	646.00	02/17/2017
143681	Jay Jenkins	694.00	02/17/2017
143600	Jeffrey Ahringer	2,729.00	02/17/2017
143888	JEFFREY ALLEN INC	315.11	02/22/2017
143747	Jeffrey Mize	710.00	02/17/2017
143695	Jeffrey Perez	1,212.00	02/17/2017
143648	Jeffrey Pine	316.00	02/17/2017
143614	Jeffrey Weinstein	2,907.00	02/17/2017
143669	Jennifer Canal	786.00	02/17/2017
143773	Jennifer Testa	2,215.00	02/17/2017
143731	Jeno Milfort	637.00	02/17/2017
143596	Jesse Bogle	1,825.00	02/17/2017
143667	Jesse Penate	1,429.00	02/17/2017
143638	Jim Clark	1,543.00	02/17/2017
143793	Joe Namm	2,190.00	02/17/2017
143589	John Preston	1,106.00	02/17/2017
143891	JOHNSON CONTROLS GWS LLC	35,279.00	02/22/2017
143889	JOHNSON, ANSELMO, MURDOCH, BURKE,	19,311.06	02/22/2017
143890	JOHNSTONE SUPPLY	141.35	02/22/2017
143609	Jon Hatch	35.00	02/17/2017
143710	Jonathan Cole	672.00	02/17/2017
143746	Jonathan Lee	973.00	02/17/2017
143664	Jonathon Hershey	567.00	02/17/2017
143587	Joseph Gannon	1,207.00	02/17/2017
143615	Joseph Gennaro	2,088.00	02/17/2017
143605	Joseph Trybalski	7.00	02/17/2017
143654	Joshua Kennedy	49.00	02/17/2017
143727	Joshua OBrien	690.00	02/17/2017
143743	Joshwa Huff	2,531.00	02/17/2017
143758	Julian Rodriguez	519.00	02/17/2017
143781	Juliet Romer	196.00	02/17/2017
143744	Justin King	1,668.00	02/17/2017
143760	Justin Pineda	2,050.00	02/17/2017
143688	Kaitlin Murphins	1,437.00	02/17/2017

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Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Amount	Check Date
143893	KAMAN INDUSTRIAL TECHNOLOGIES CORP.	566.80	02/22/2017
143894	KCM MACHINE SHOP OF BROWARD COUNTY	188.13	02/22/2017
143895	KELLER HEARTT OIL COMPANY	1,398.48	02/22/2017
143761	Kelly LaCourse	805.00	02/17/2017
143672	Kevin Marley	147.00	02/17/2017
143696	Kimberly White	908.00	02/17/2017
143896	KONICA MINOLTA BUSINESS SOLUTIONS	1,873.39	02/22/2017
143897	KVM SERVICES INC	307.50	02/22/2017
143906	L & L DISTRIBUTORS INC	617.36	02/22/2017
143898	LANDSCAPE INSPECTORS ASSOCIATION OF FLORIDA	225.00	02/22/2017
143899	LARRY KLINE WHOLESALE MEATS & PROVISIONS INC	321.69	02/22/2017
143820	LAWRENCE J BOHANNON P.A. AND	10,000.00	02/22/2017
143901	LEGACY TURF GROUP LLC	1,219.60	02/22/2017
143902	LEHIGH OUTFITTERS LLC	86.69	02/22/2017
143624	Leslie Ethridge	7.00	02/17/2017
143903	LEXIS NEXIS A DIVISION OF RELX INC	100.00	02/22/2017
143904	LEXIS NEXIS RISK SOLUTIONS	280.75	02/22/2017
143905	LINE-TEC INC	570.00	02/22/2017
143778	Logan Silberberg	1,239.00	02/17/2017
143907	LOU BACHRODT FREIGHTLINER	1,807.26	02/22/2017
143741	Luis DeNicolo	759.00	02/17/2017
143916	M & H AUTOMOTIVE INC	731.74	02/22/2017
143788	Mallory Knabb	231.00	02/17/2017
143767	Manuel Rodriguez	483.00	02/17/2017
143909	MARATHON HEALTH LLC	57,918.00	02/22/2017
143735	Marckenley Garcon	524.00	02/17/2017
143753	Maria Angulo	1,645.00	02/17/2017
143759	Maria-Jose Zarate	1,870.00	02/17/2017
143787	Marissa Knabb	560.00	02/17/2017
143617	Mark Dewalt	7.00	02/17/2017
143726	Mark Lyon	1,789.00	02/17/2017
143594	Mark Watters	1,571.00	02/17/2017
143707	Marlon Campos	1,250.00	02/17/2017
143900	MARRERO & WYDLER	5,364.74	02/22/2017
143733	Marshall Newell	1,318.00	02/17/2017
143875	MARTIN GRADY	1,200.04	02/22/2017
143911	MASSEY YARDLEY DODGE CHRYSLER JEEP RAM	414.21	02/22/2017
143755	Max Gauthier	1,164.00	02/17/2017

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Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Amount	Check Date
143687	Maxis Jean-Mary	2,412.00	02/17/2017
143914	MD NOW MEDICAL CENTERS INC	603.00	02/22/2017
143655	Melissa Cicione	14.00	02/17/2017
143750	Melissa Hurt	1,599.00	02/17/2017
143765	Melissa Payne	1,423.00	02/17/2017
143915	MELROSE SUPPLY & SALES CORP	450.72	02/22/2017
143676	Michael Austin	1,344.00	02/17/2017
143691	Michael Brown	1,528.00	02/17/2017
143588	Michael Donovan	1,149.00	02/17/2017
143711	Michael Duenas	1,141.00	02/17/2017
143783	Michael Dusch	665.00	02/17/2017
143704	Michael Kassner	1,792.00	02/17/2017
143663	Michael Madraymootoo	1,087.00	02/17/2017
143602	Michael Roth	119.00	02/17/2017
143634	Michael Sandoval	653.00	02/17/2017
143597	Michael Taussig	1,822.00	02/17/2017
143725	Michael Tomaselli	448.00	02/17/2017
143917	MICROMARKETING LLC	47.27	02/22/2017
143918	MIDWEST MEDICAL SUPPLY CO LLC	221.59	02/22/2017
143581	Garnishment	320.76	02/16/2017
143919	MOTOROLA SOLUTIONS INC	1,950.54	02/22/2017
143920	MSC INDUSTRIAL SUPPLY CO INC	173.94	02/22/2017
143639	Murat Saglam	455.00	02/17/2017
143921	NATALIE'S TOUCH ENVIRONMENTAL SERVICES INC	1,497.58	02/22/2017
143923	NEXAIR LLC	334.72	02/22/2017
143703	Nicholas Garofalo	1,799.00	02/17/2017
143689	Nicholas Palino	1,429.00	02/17/2017
143784	Noah Ffrench	784.00	02/17/2017
143924	NORTRAX INC	32.19	02/22/2017
143925	NU-TURF LAWN & GARDEN	37.50	02/22/2017
143926	ODILO USA LLC	409.08	02/22/2017
143927	OVER THE TOP INC	292.88	02/22/2017
143928	PACE ANALYTICAL SERVICES INC	859.00	02/22/2017
143929	PALADIN ELECTRONIC SERVICES INC	6,000.00	02/22/2017
143908	PATRICA M MACGOVERN	270.00	02/22/2017
143706	Patrick Toole	1,630.00	02/17/2017
143930	PATS PUMP & BLOWER LLC	14,685.00	02/22/2017
143757	Paul Miller	1,051.00	02/17/2017

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Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Amount	Check Date
143643	Pierre Skinner	315.00	02/17/2017
143931	PINK PUSSYCAT FLOWER SHOP INC	276.00	02/22/2017
143932	PINNACLE DATA SYSTEMS LLC	13,329.50	02/22/2017
143933	PLANTATION FORD	17.11	02/22/2017
143934	PLANTATION VOLUNTEER FIRE ASSOCIATION	16,500.00	02/22/2017
143583	Garnishment	228.55	02/16/2017
143935	PRAXIS CONSULTING INC A/S/O	7,969.54	02/22/2017
143936	PRIDE ENTERPRISES	5,917.93	02/22/2017
143937	PRIME TURF INC	3,250.00	02/22/2017
143940	PUBLIC RESOURCES MANAGEMENT GROUP INC	243.10	02/22/2017
143939	PUBLIX SUPERMARKETS INC	100.01	02/22/2017
143987	PUBLIX SUPERMARKETS INC	11,640.00	02/22/2017
143941	PUMP STATION MAINTENANCE SERVICES LLC	48,791.32	02/22/2017
143942	PURPLE YOGINI	50.00	02/22/2017
143947	R. L. SCHREIBER INC	80.79	02/22/2017
143777	Rachael Diaz	413.00	02/17/2017
143573	Garnishment	480.00	02/16/2017
143739	Ray Castro	406.00	02/17/2017
143635	Raymond Slavin	623.00	02/17/2017
143943	RECHTIEN INTERNATIONAL TRUCKS INC	750.56	02/22/2017
143944	Regal CineMedia Corp	18,208.00	02/22/2017
143790	Reginald Mashack	700.00	02/17/2017
143782	Renan Toro-Matos	623.00	02/17/2017
143945	RESIDEX LLC	1,520.00	02/22/2017
143946	REV RTC INC dba HALL-MARK RTC	745.54	02/22/2017
143662	Richard Zalewski	2,434.00	02/17/2017
143675	Richard Zalewski II	551.00	02/17/2017
143613	Rita Lasser	125.00	02/17/2017
143680	Robert Green	1,569.00	02/17/2017
143625	Robert Palino	1,008.00	02/17/2017
143794	Robert Villalon	2,190.00	02/17/2017
143683	Robin Russell	1,275.00	02/17/2017
143653	Rogelio Gallo	14.00	02/17/2017
143709	Roger Calzadilla	175.00	02/17/2017
143650	Roger James	968.00	02/17/2017
143656	Ron Deri	842.00	02/17/2017
143682	Ron Kessler	926.00	02/17/2017
143705	Ronald Osorio	126.00	02/17/2017

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Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Amount	Check Date
143948	ROYAL PERFORMANCE GROUP	11,897.50	02/22/2017
143694	Ryan Mathwich	858.00	02/17/2017
143951	S&D COFFEE INC	169.16	02/22/2017
143949	SAFETY-KLEEN SYSTEMS INC	984.96	02/22/2017
143708	Samuel Willson	2,171.00	02/17/2017
143762	Sandra Louis	378.00	02/17/2017
143632	Sandra Wallett	7.00	02/17/2017
143950	SAWGRASS FORD INC	412.92	02/22/2017
143611	Scott Reed	7.00	02/17/2017
143647	Sebastian Gonzalez	385.00	02/17/2017
143952	SEVEN C'S LINEN SERVICE	645.20	02/22/2017
143575	Garnishment	369.23	02/16/2017
143717	Shauna Russell	714.00	02/17/2017
143713	Shawn Kidwell	1,232.00	02/17/2017
143953	SHD LEGAL GROUP PA	71.00	02/22/2017
143954	SHERWIN WILLIAMS COMPANY	748.10	02/22/2017
143736	Shiller Joseph	7.00	02/17/2017
143955	SIMONIZ CAR WASH	39.99	02/22/2017
143956	SITEONE LANDSCAPE SUPPLY LLC	5,202.56	02/22/2017
143957	SMITH EQUIPMENT & SUPPLY COMPANY	557.75	02/22/2017
143958	SOUTHEASTERN PUMP	1,499.00	02/22/2017
143959	STAPLES ADVANTAGE	661.41	02/22/2017
143865	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATI(	3.82	02/22/2017
143665	Stephen Balogh	1,234.00	02/17/2017
143616	Stephen Blanchard	2,887.00	02/17/2017
143700	Stephen Bunting	2,944.00	02/17/2017
143636	Steven Cicione Sr	520.00	02/17/2017
143637	Steven Merritt	2,038.00	02/17/2017
143674	Steven Wade	2,384.00	02/17/2017
143690	Stevenson Jean-Louis	1,535.00	02/17/2017
143962	SUNSCAPE LANDSCAPE NURSERY INC	8,885.00	02/22/2017
143960	SUN-SENTINEL COMPANY LLC	382.00	02/22/2017
143961	SUNSHINE STATE ONE CALL OF FLORIDA INC	372.04	02/22/2017
143963	SUPPLYWORKS	2,531.34	02/22/2017
143631	Tanya Mistretta	91.00	02/17/2017
143964	TAPCO	218.33	02/22/2017
143774	Taylor Beavers	665.00	02/17/2017
143965	TEN-8 FIRE EQUIPMENT INC	5,891.19	02/22/2017

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Computer Check Register

Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Amount	Check Date
143622	Teresa Echevarria	35.00	02/17/2017
143910	THE MARLIN COMPANY	730.00	02/22/2017
143817	THE ORIGINAL AIR DOCTOR	60.00	02/22/2017
143967	TIRESOLES OF BROWARD INC	336.50	02/22/2017
143603	Todd Simpkin	534.00	02/17/2017
143666	Tommy Demopoulos	2,526.00	02/17/2017
143968	TORO NSN	208.00	02/22/2017
143969	TOSHIBA BUSINESS SOLUTIONS USA INC	63.96	02/22/2017
143970	TRULY NOLEN OF AMERICA INC	118.00	02/22/2017
143971	TRUSTMARK VOLUNTARY BENEFITS SOLUTIONS INC	13,828.62	02/22/2017
143972	TT&S INC	525.00	02/22/2017
143756	Tyler Johnson	945.00	02/17/2017
143748	Tyler Rice	1,043.00	02/17/2017
143585	Garnishment	144.80	02/16/2017
143973	UNITED HEALTHCARE INSURANCE CO	36,823.08	02/22/2017
143974	UNITED PARCEL SERVICE INC	38.10	02/22/2017
143975	UPSTART PRODUCTS INC	1,775.00	02/22/2017
143976	US HEALTHWORKS MEDICAL GROUP OF FL INC	184.00	02/22/2017
143763	Vanessa Moodley	1,157.00	02/17/2017
143977	VERIZON WIRELESS	187.38	02/22/2017
143978	VERIZON WIRELESS	252.49	02/22/2017
143979	VERIZON WIRELESS	1,630.58	02/22/2017
143980	VERIZON WIRELESS	354.00	02/22/2017
143981	VERIZON WIRELESS	265.73	02/22/2017
143610	Victor Delarosa	28.00	02/17/2017
143580	Garnishment	344.82	02/16/2017
143658	Vigny Corneille	679.00	02/17/2017
143649	Vincent Cicione	2,068.00	02/17/2017
143737	Walt MacDonald	457.00	02/17/2017
143630	Walter Volz	14.00	02/17/2017
143686	Warren Hunt	545.00	02/17/2017
143982	WEEKLEY ASPHALT PAVING INC	888.05	02/22/2017
143983	WELLS FARGO FINANCIAL LEASING INC	198.00	02/22/2017
143623	William Lee	1,656.00	02/17/2017
143984	WURTH USA INC	290.65	02/22/2017

	949,710.54

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation

Manual Check Register

Posted Dates 2/16/2017 to 2/22/2017

Payment	Vendor	Amount	Posting Date
W00000000000213045	AIG Retirement	50,753.31	02/16/2017
W00000000000213259	FLORIDA SDU	4,928.50	02/17/2017
W00000000000213046	FRATERNAL ORDER OF POLICE LODGE 31	3,447.15	02/16/2017
W00000000000213257	General Employees Pension Fund	72,159.62	02/16/2017
W00000000000213258	GUIDANT MANAGEMENT GROUP LLC	58,861.26	02/16/2017
W00000000000213047	Police Pension Fund	33,489.90	02/16/2017
W00000000000213044	UNITED HEALTHCARE	177,343.62	02/16/2017
00000000000213260	WHH SOLUTIONS LLC	7,500.00	02/15/2017
		408,483.36	

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
10-S TENNIS SUPPLY						
	02/22/2017	143860	Computer			
				3,439.90	001-7531	R/M-Grounds
				3,439.90		
4IMPRINT INC						
	02/22/2017	143867	Computer			
				908.79	001-2700	Wellness program
				908.79		
A & B PIPE AND SUPPLY INC						
	02/22/2017	143800	Computer			
				439.00	440-0100	R/M-Meters
				439.00		
ACTION GATOR TIRE						
	02/22/2017	143801	Computer			
				330.81	440-0100	R/M Tires
				290.81	440-0200	R/M Tires
				621.62		
ACUSHNET CO TITLEIST & FOOTJOY						
	02/22/2017	143802	Computer			
				3,482.84	449-0000	Inventory-Pro Shop Merchandise
				3,482.84		
Adam Weinstein						
	02/17/2017	143720	Computer			
				2,363.00	001-4300	Transportation costs
				2,363.00		
AERO HARDWARE & SUPPLY CO						
	02/22/2017	143803	Computer			
				202.20	440-0100	R/M-Equipment
				202.20	440-0200	R/M-Equipment

City of Plantation
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				404.40		
Alejandro Castillo						
	02/17/2017	143729	Computer			
				1,827.00	001-4300	Transportation costs
				1,827.00		
Alejandro Rivera						
	02/17/2017	143792	Computer			
				679.00	001-4300	Transportation costs
				679.00		
Alex Poitevien						
	02/17/2017	143640	Computer			
				2,344.00	001-4300	Transportation costs
				2,344.00		
Alex Pridgeon						
	02/17/2017	143751	Computer			
				1,516.00	001-4300	Transportation costs
				1,516.00		
Alexander Cedeno						
	02/17/2017	143775	Computer			
				1,078.00	001-4300	Transportation costs
				1,078.00		
Garnishment						
	02/16/2017	143582	Computer			
				58.61	880-0000	Accrued Emp Garnishment
				58.61		
	02/17/2017	143604	Computer			
				399.00	001-4300	Transportation costs
				399.00		

City of Plantation
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
Ali Hijazi						
	02/17/2017	143786	Computer			
				1,267.00	001-4300	Transportation costs
				1,267.00		
ALLIED UNIVERSAL CORPORATION						
	02/22/2017	143804	Computer			
				2,627.81	440-0100	Supplies-Chemicals
				2,627.81		
ALLSTATE RESOURCE MANAGEMENT INC						
	02/22/2017	143805	Computer			
				5,664.00	449-4924	R/M-Maintenance contract
				5,664.00		
ALSCO INC						
	02/22/2017	143806	Computer			
				87.69	449-4920	R/M-Maintenance contract
				87.69		
ALTHA DESUE						
	02/22/2017	143807	Computer			
				58.75	001-0000	Refunds-Accela System
				58.75		
Alyssa Curbelo						
	02/17/2017	143702	Computer			
				1,004.00	001-4300	Transportation costs
				1,004.00		
AMERICAN NATIONAL RED CROSS						
	02/22/2017	143808	Computer			
				27.00	001-7532	Memberships/Schools
				27.00		
AMERICAN PLUMBING INC						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	02/22/2017	143809	Computer			
				30.51	001-4300	R/M-Structures
				132.43	001-7500	R/M-Structures
				162.94		
AMERIGAS PROPANE LP						
	02/22/2017	143810	Computer			
				356.21	449-4922	Supplies-Fuel
				356.21		
AMPROS TROPHY KINGS OF FLORIDA INC						
	02/22/2017	143799	Computer			
				196.00	001-0000	Suspense
				196.00		
ANDIROSY DISTRIBUTION CORP						
	02/22/2017	143811	Computer			
				158.89	449-0000	Inventory-Groceries
				158.89		
Andres Ortiz						
	02/17/2017	143764	Computer			
				1,617.00	001-4300	Transportation costs
				1,617.00		
Andrew Terwilliger						
	02/17/2017	143789	Computer			
				1,071.00	001-4300	Transportation costs
				1,071.00		
Garnishment						
	02/16/2017	143577	Computer			
				296.77	880-0000	Accrued Emp Garnishment
				296.77		
Garnishment						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	02/16/2017	143579	Computer			
				369.23	880-0000	Accrued Emp Garnishment
				369.23		
Anthony Carbonell						
	02/17/2017	143740	Computer			
				973.00	001-4300	Transportation costs
				973.00		
Anthony Guerra						
	02/17/2017	143771	Computer			
				182.00	001-4300	Transportation costs
				182.00		
Anthony Makins						
	02/17/2017	143722	Computer			
				315.00	001-4300	Transportation costs
				315.00		
Anthony Presutti						
	02/17/2017	143612	Computer			
				147.00	001-4300	Transportation costs
				147.00		
Antonio Ramirez						
	02/17/2017	143678	Computer			
				1,218.00	001-4300	Transportation costs
				1,218.00		
ARMY NAVY OUTDOORS						
	02/22/2017	143812	Computer			
				500.00	001-4300	Supplies-Uniforms/Protective gear
				500.00	001-4400	Supplies-Uniforms/Protective gear
				84.99	001-7500	Supplies-Uniforms/Protective gear
				34.99	440-0100	Supplies-Uniforms/Protective gear
				35.00	440-0200	Supplies-Uniforms/Protective gear

City of Plantation
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				1,154.98		
Ashley Gravallese						
	02/17/2017	143620	Computer			
				21.00	001-4300	Transportation costs
				21.00		
Ashley Zalewski						
	02/17/2017	143661	Computer			
				476.00	001-4300	Transportation costs
				476.00		
Aston Bright						
	02/17/2017	143728	Computer			
				1,605.00	001-4300	Transportation costs
				1,605.00		
AT& T SOUTHEAST-GEORGIA						
	02/22/2017	143814	Computer			
				101.01	440-0200	Communications
				101.01		
	02/22/2017	143985	Computer			
				301.24	440-0100	Communications
				301.24		
ATT TELECONFERENCE SERVICES						
	02/22/2017	143815	Computer			
				14.49	001-1100	Communications
				14.49		
BANK OF AMERICA						
	02/17/2017	143795	Computer			
				25.92	001-1100	Food and shelter
				100.65	001-1500	Memberships/Schools
				230.00	001-1903	Memberships/Schools

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				550.00	001-1903	Outside service fees
				1.35	001-1903	Postage/shipping charges
				24.00	001-2300	Employment testing services
				19.98	001-2300	R/M-Maintenance contract-computers
				8.20	001-3505	Postage/shipping charges
				2,514.00	001-3900	Food and shelter
				660.00	001-3900	Memberships/Schools
				2,015.00	001-3900	Personnel Training-2nd dollar
				1,283.00	001-3900	Personnel Training-Non 2nd dollar
				74.30	001-3900	Postage/shipping charges
				45.40	001-3900	Printing and binding
				650.00	001-3900	R/M-Vehicles
				430.39	001-3900	Supplies/Materials-Expendable
				672.05	001-3900	Supplies-Office
				52.20	001-3900	Supplies-Uniforms/Protective gear
				853.82	001-3900	Tools/Under threshold furn/equip
				490.90	001-3900	Transportation costs
				240.00	001-4300	Employment testing services
				1,530.00	001-4300	Food and shelter
				2,184.30	001-4300	General Collection Books
				1,740.00	001-4300	Memberships/Schools
				20.00	001-4300	Supplies/Materials-Expendable
				395.82	001-4300	Supplies-Office
				8,551.60	001-4300	Tools/Under threshold furn/equip
				25.00	001-4300	Transportation costs
				364.00	001-4400	Food and shelter
				116.00	001-4400	Supplies-Medical
				550.00	001-4700	Memberships/Schools
				62.30	001-4700	Postage/shipping charges
				1,176.00	001-5500	Capital Outlay: Machinery and Equipment
				48.00	001-5500	Employment testing services
				4.37	001-5500	Supplies-Office
				33.55	001-5500	Supplies-Uniforms/Protective gear

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				1,208.35	001-5500	Tools/Under threshold furn/equip
				25.00	001-6712	Supplies/Materials-Expendable
				289.05	001-7100	Communications
				24.00	001-7100	Employment testing services
				950.56	001-7100	Publications/Subscriptions
				36.74	001-7100	Tools/Under threshold furn/equip
				105.75	001-7300	Communications
				95.00	001-7500	Advertising
				72.00	001-7500	Employment testing services
				964.00	001-7500	Memberships/Schools
				227.36	001-7500	R/M-Equipment
				432.72	001-7500	R/M-Grounds
				3,269.96	001-7500	Special events
				254.19	001-7500	Supplies/Materials-Expendable
				99.95	001-7500	Supplies-Athletic programs
				125.97	001-7500	Supplies-Janitorial
				12.00	001-7500	Supplies-Office
				72.00	001-7531	Employment testing services
				124.00	001-7532	Employment testing services
				30.00	001-7532	R/M-Equipment
				411.56	001-7532	Supplies/Materials-Expendable
				132.37	001-7532	Tools/Under threshold furn/equip
				24.00	001-7533	Employment testing services
				171.00	108-0000	Publications/Subscriptions
				150.00	108-0000	Special events
				18.02	113-1300	R/M-Walkways
				24.00	440-0100	Employment testing services
				100.00	440-0100	Memberships/Schools
				85.00	440-0100	Permits/Application fees
				47.70	440-0100	Postage/shipping charges
				402.00	440-0100	R/M-Equipment
				34.60	440-0100	Supplies/Materials-Expendable
				525.06	440-0100	Tools/Under threshold furn/equip

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				24.00	440-0200	Employment testing services
				47.70	440-0200	Postage/shipping charges
				21.45	440-0200	R/M-Equipment
				101.08	440-0200	R/M-Lift station-materials
				242.26	440-0200	R/M-Structures
				34.60	440-0200	Supplies/Materials-Expendable
				525.04	440-0200	Tools/Under threshold furn/equip
				99.00	449-4920	Advertising
				95.00	449-4920	Communications
				24.00	449-4922	Outside service fees
				25.79	449-4922	Supplies-Janitorial
				48.00	449-4924	Outside service fees
				39,573.93		
	02/17/2017	AMAZON011817	Credit			
				-1.44	001-2300	Tools/Under threshold furn/equip
				-1.44		
	02/17/2017	BROWCOLLEGE3/MANU	Credit			
				-499.00	001-7500	Memberships/Schools
				-499.00		
	02/17/2017	BROWCOLLEGE4/MANU	Credit			
				-499.00	001-7500	Memberships/Schools
				-499.00		
	02/17/2017	CREDIT DUE	Credit			
				-120.84	001-4300	Transportation costs
				-120.84		
	02/17/2017	HAMPTON REFUND	Credit			
				-621.60	001-3900	Food and shelter
				-621.60		
	02/17/2017	NBF	Credit			
				-458.00	001-4300	Tools/Under threshold furn/equip

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				-458.00		
	02/17/2017	WATERSAFE24/HARTM	Credit			
				-3.82	001-7532	Supplies/Materials-Expendable
				-3.82		
Barry Boulton						
	02/17/2017	143657	Computer			
				3,546.00	001-4300	Transportation costs
				3,546.00		
Barry Stearns						
	02/17/2017	143591	Computer			
				1,597.00	001-4300	Transportation costs
				1,597.00		
Benel Prospere						
	02/17/2017	143766	Computer			
				815.00	001-4300	Transportation costs
				815.00		
BENNETT AUTO SUPPLY INC						
	02/21/2017	10CN027093	Credit			
				-40.00	001-5900	R/M-Vehicles
				-40.00		
	02/21/2017	10CN027094	Credit			
				-24.66	113-1300	R/M-Vehicles
				-24.66		
	02/21/2017	10CN027095	Credit			
				-24.00	001-3900	R/M-Vehicles
				-24.00		
	02/22/2017	143816	Computer			
				580.87	001-0000	Inventory-Garage
				142.17	001-3900	R/M-Vehicles

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				163.49	001-5900	R/M-Vehicles
				886.53		
BIRDIEBOX LLC						
	02/22/2017	143818	Computer			
				2,010.00	449-0000	Inventory-Pro Shop Merchandise
				2,010.00		
Blayke Navon						
	02/17/2017	143779	Computer			
				441.00	001-4300	Transportation costs
				441.00		
BLUE TARP FINANCIAL INC						
	02/22/2017	143819	Computer			
				17.96	440-0200	R/M-Equipment
				17.96		
BOARD OF COUNTY COMMISSIONERS						
	02/22/2017	143822	Computer			
				70.00	001-1903	Advertising
				70.00		
BOUND TREE MEDICAL LLC						
	02/22/2017	143821	Computer			
				1,109.49	001-4400	Supplies-Medical
				1,109.49		
Brandi Klink						
	02/17/2017	143659	Computer			
				7.00	001-4300	Transportation costs
				7.00		
Brenda Simpkiss						
	02/17/2017	143595	Computer			
				1,235.00	001-4300	Transportation costs

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				1,235.00		
Brendan Joyce						
	02/17/2017	143724	Computer			
				687.00	001-4300	Transportation costs
				687.00		
Brian Glaros						
	02/17/2017	143644	Computer			
				548.00	001-4300	Transportation costs
				548.00		
Brian Schaefer						
	02/17/2017	143734	Computer			
				499.00	001-4300	Transportation costs
				499.00		
Brian Sullivan						
	02/17/2017	143641	Computer			
				627.00	001-4300	Transportation costs
				627.00		
BROWARD CO BOARD OF COUNTY COMMISSIONER						
	02/22/2017	143825	Computer			
				325.00	001-3900	Memberships/Schools
				325.00		
BROWARD CO POLICE BENEVOLENT ASSOCIATION						
	02/16/2017	143574	Computer			
				232.10	880-0000	Accrued PBA Dues Pay
				232.10		
BROWARD CO WATER & WASTEWATER SERVICES						
	02/22/2017	143826	Computer			
				1,204.41	440-0200	Waste disposal

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				1,204.41		
BROWARD COLLEGE						
	02/22/2017	143824	Computer			
				170.00	001-3900	Personnel Training-Non 2nd dollar
				170.00		
BROWARD COUNTY BOARD OF COUNTY COMMISSI						
	02/22/2017	143827	Computer			
				24.00	440-0200	Waste disposal
				24.00		
BROWARD NELSON FOUNTAIN SERVICE						
	02/22/2017	143823	Computer			
				106.66	001-7532	Supplies-Chemicals
				106.66		
BRYANT MILLER OLIVE PA						
	02/22/2017	143828	Computer			
				6,312.20	001-2700	Consultants-Labor
				6,312.20		
BURKHARD'S TRACTOR & EQUIPMENT INC						
	02/22/2017	143829	Computer			
				47.69	001-5500	R/M-Equipment
				15.90	001-5900	R/M-Equipment
				960.95	001-7500	R/M-Equipment
				1,024.54		
C6 TACTICAL CORP						
	02/22/2017	143850	Computer			
				1,014.00	001-3900	Supplies-Uniforms/Protective gear
				1,014.00		
CALLAWAY GOLF SALES COMPANY						
	02/22/2017	143830	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				2,297.19	449-0000	Inventory-Pro Shop Merchandise
				2,297.19		
CALVARY CHAPEL PLANTATION						
	02/22/2017	143831	Computer			
				500.00	001-0000	Refunds-Rec Trac System
				500.00		
CARBON'S GOLDEN MALTED						
	02/22/2017	143922	Computer			
				90.00	449-0000	Inventory-Groceries
				90.00		
CARIBE UTILITIES OF FLORIDA INC						
	02/22/2017	000322	Computer			
				34,903.00	405-0000	CIP - Pltn Gardens/Historical Area Wtr Main
				34,903.00		
Caridad Blanchard						
	02/17/2017	143618	Computer			
				2,078.00	001-4300	Transportation costs
				2,078.00		
Carleto Reid						
	02/17/2017	143780	Computer			
				448.00	001-4300	Transportation costs
				448.00		
Carlos Gonzalez						
	02/17/2017	143723	Computer			
				1,591.00	001-4300	Transportation costs
				1,591.00		
CENGAGE LEARNING INC						
	02/22/2017	143833	Computer			
				482.75	108-0000	Capital Outlay: Books-general collections

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				482.75		
CENTER POINT LARGE PRINT						
	02/22/2017	143834	Computer			
				88.68	108-0000	Capital Outlay: Books-general collections
				88.68		
Cesar Rivera						
	02/17/2017	143749	Computer			
				812.00	001-4300	Transportation costs
				812.00		
CHARD SNYDER						
	02/22/2017	143835	Computer			
				335.75	001-5300	Allocation Acct-Medical Administrative Costs
				335.75		
Charles Bacon						
	02/17/2017	143652	Computer			
				2,379.00	001-4300	Transportation costs
				2,379.00		
Charles Simpkiss						
	02/17/2017	143592	Computer			
				1,656.00	001-4300	Transportation costs
				1,656.00		
CHENEY BROTHERS INC						
	02/22/2017	143836	Computer			
				3,675.55	449-0000	Inventory-Groceries
				161.91	449-4922	Supplies/Materials-Expendable
				126.51	449-4922	Supplies-Fuel
				67.84	449-4922	Supplies-Janitorial
				231.12	449-4923	Supplies/Materials-Expendable
				4,262.93		

City of Plantation
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
Christine Martins						
	02/17/2017	143629	Computer			
				1,122.00	001-4300	Transportation costs
				1,122.00		
Christopher Kura						
	02/17/2017	143693	Computer			
				140.00	001-4300	Transportation costs
				140.00		
Christopher Regner						
	02/17/2017	143601	Computer			
				457.00	001-4300	Transportation costs
				457.00		
Christopher Rossa						
	02/17/2017	143715	Computer			
				597.00	001-4300	Transportation costs
				597.00		
Christopher Sorrentino						
	02/17/2017	143593	Computer			
				1,593.00	001-4300	Transportation costs
				1,593.00		
Christopher Wallett						
	02/17/2017	143642	Computer			
				759.00	001-4300	Transportation costs
				759.00		
CINDY JONES						
	02/22/2017	143892	Computer			
				1,052.88	001-7532	Outside instructors
				1,052.88		
CINTAS CORPORATION NO 017						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	02/22/2017	143837	Computer			
				7.13	001-5500	Supplies/Materials-Expendable
				364.84	001-5500	Supplies-Uniforms/Protective gear
				7.13	001-5900	Supplies/Materials-Expendable
				118.62	001-5900	Supplies-Uniforms/Protective gear
				7.13	001-6711	Supplies/Materials-Expendable
				77.86	001-6711	Supplies-Uniforms/Protective gear
				49.63	001-6712	Supplies-Uniforms/Protective gear
				550.27	001-7500	Supplies-Uniforms/Protective gear
				7.13	113-1300	Supplies/Materials-Expendable
				43.86	113-1300	Supplies-Uniforms/Protective gear
				276.49	440-0100	Supplies-Uniforms/Protective gear
				166.41	440-0200	Supplies-Uniforms/Protective gear
				80.85	449-4924	Rentals
				7.13	460-5200	Supplies/Materials-Expendable
				28.52	460-5200	Supplies-Uniforms/Protective gear
				1,793.00		
CITY FIRE INC						
	02/22/2017	143838	Computer			
				453.00	001-4300	R/M-Maintenance contract
				527.00	001-7100	R/M-Maintenance contract
				363.50	001-7500	R/M-Maintenance contract
				502.00	449-4920	R/M-Maintenance contract
				1,845.50		
CLERK OF COURTS						
	02/22/2017	143839	Computer			
				10.00	001-3900	Consultative services
				10.00		
COAST PUMP WATER TECHNOLOGIES						
	02/22/2017	143840	Computer			
				459.55	001-7500	R/M-Grounds

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				459.55		
COCA-COLA REFRESHMENTS USA INC						
	02/22/2017	143862	Computer			
				438.80	449-0000	Inventory-Groceries
				438.80		
COLORADO BANKERS LIFE INSURANCE CO						
	02/22/2017	143841	Computer			
				60.00	880-0000	Accrued Life(Critical Illness)
				60.00		
COLUMNA INC						
	02/22/2017	143842	Computer			
				71.00	001-0000	Refunds-Accela System
				71.00		
COMCAST						
	02/22/2017	143843	Computer			
				18.64	449-4922	Outside service fees
				18.64		
	02/22/2017	143844	Computer			
				84.90	001-2300	Communications
				84.90		
	02/22/2017	143845	Computer			
				194.93	001-7500	Communications
				194.93		
	02/22/2017	143986	Computer			
				136.93	001-7500	Communications
				136.93		
COMMERCIAL ENERGY SPECIALISTS						
	02/22/2017	143846	Computer			
				1,622.60	001-7532	Supplies-Chemicals

City of Plantation
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				1,622.60		
COMMONWEALTH AMMUNITION						
	02/22/2017	143847	Computer			
				8,064.00	001-3900	Supplies/Materials-Expendable
				8,064.00		
COMPBENEFITS COMPANY						
	02/22/2017	143848	Computer			
				6,840.86	001-5300	Allocation Acct-Dental HMO fees
				636.32	880-0000	Accrued Vision Care Payable
				7,477.18		
CONDO ELECTRIC MOTOR REPAIR CORP						
	02/22/2017	143849	Computer			
				11,827.05	440-0100	R/M-Equipment
				11,827.05		
CONNIE EARLE						
	02/16/2017	143576	Computer			
				180.00	115-6600	Public services
				180.00		
Cosme Perez						
	02/17/2017	143677	Computer			
				1,455.00	001-4300	Transportation costs
				1,455.00		
Craig Sinclair						
	02/17/2017	143719	Computer			
				7.00	001-4300	Transportation costs
				7.00		
CRAVEN THOMPSON & ASSOCIATES INC						
	02/22/2017	000323	Computer			
				3,776.80	405-0000	CIP - Pltn Gardens/Historical Area Wtr Main

City of Plantation
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				3,776.80		
Daniel Ferrer						
	02/17/2017	143645	Computer			
				1,350.00	001-4300	Transportation costs
				1,350.00		
Daniel Korn						
	02/17/2017	143692	Computer			
				512.00	001-4300	Transportation costs
				512.00		
Daniel Stearns						
	02/17/2017	143646	Computer			
				1,147.00	001-4300	Transportation costs
				1,147.00		
Danielle Bernard						
	02/17/2017	143770	Computer			
				750.00	001-4300	Transportation costs
				750.00		
David Ahringer						
	02/17/2017	143698	Computer			
				1,262.00	001-4300	Transportation costs
				1,262.00		
David Carmody						
	02/17/2017	143738	Computer			
				659.00	001-4300	Transportation costs
				659.00		
David Encinas						
	02/17/2017	143742	Computer			
				910.00	001-4300	Transportation costs

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				910.00		
David Fearnley						
	02/17/2017	143586	Computer			
				750.00	001-4300	Transportation costs
				750.00		
David Gaskell						
	02/17/2017	143730	Computer			
				1,416.00	001-4300	Transportation costs
				1,416.00		
David Marino						
	02/17/2017	143714	Computer			
				1,169.00	001-4300	Transportation costs
				1,169.00		
David Radzivill						
	02/17/2017	143590	Computer			
				1,185.00	001-4300	Transportation costs
				1,185.00		
Dayri Mora Penate						
	02/17/2017	143791	Computer			
				812.00	001-4300	Transportation costs
				812.00		
Dean Bullock						
	02/17/2017	143621	Computer			
				1,889.00	001-4300	Transportation costs
				1,889.00		
DEBBIE MCKEEVER - PETTY CASH						
	02/22/2017	143851	Computer			
				14.98	440-0100	Transportation costs
				17.12	440-0200	Transportation costs

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				32.10		
Deborah Tine-Rivera						
	02/17/2017	143768	Computer			
				1,367.00	001-4300	Transportation costs
				1,367.00		
DELL MARKETING LP						
	02/22/2017	143852	Computer			
				6,257.74	001-2300	Capital Outlay: Machinery and Equipment
				148.14	001-2300	Supplies/Materials-Expendable
				65.83	001-2300	Tools/Under threshold furn/equip
				1,012.49	001-3900	Capital Outlay: Machinery and Equipment
				230.99	001-4300	Tools/Under threshold furn/equip
				7,715.19		
	02/21/2017	60101745959	Credit			
				-2,071.72	001-3900	Tools/Under threshold furn/equip
				-2,071.72		
	02/21/2017	60103701188	Credit			
				-3,694.32	001-2300	Capital Outlay: Machinery and Equipment
				-3,694.32		
DEPT OF BUSINESS & PROFESSIONAL REGULATION						
	02/22/2017	143853	Computer			
				1,970.00	449-4922	Permits/Application fees
				1,970.00		
Deron Hyatt						
	02/17/2017	143769	Computer			
				336.00	001-4300	Transportation costs
				336.00		
Desiree Colon						
	02/17/2017	143673	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				617.00	001-4300	Transportation costs
				617.00		
DESMOND MCINTOSH						
	02/22/2017	143913	Computer			
				500.00	001-0000	Refunds-Rec Trac System
				500.00		
Deyris Lanzas						
	02/17/2017	143745	Computer			
				721.00	001-4300	Transportation costs
				721.00		
Garnishment						
	02/16/2017	143584	Computer			
				154.62	880-0000	Accrued Emp Garnishment
				154.62		
DIVE RESCUE INTERNATIONAL INC						
	02/22/2017	143855	Computer			
				16,091.35	001-4300	Capital Outlay: Machinery and Equipment
				16,091.35		
DOLORES M CAMPBELL						
	02/22/2017	143832	Computer			
				1,399.84	001-7532	Outside instructors
				1,399.84		
DPI OF PLANTATION						
	02/22/2017	143854	Computer			
				6,008.00	001-5300	Allocation Acct-Medical Administrative Costs
				6,008.00		
DUNBAR ARMORED INC						
	02/22/2017	143856	Computer			
				2,031.00	001-1903	Outside service fees

City of Plantation
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				2,031.00		
EDCO AWARDS & SPECIALTIES						
	02/22/2017	143857	Computer			
				83.48	001-4300	Fire department promotions
				83.48		
Edward Cedeno						
	02/17/2017	143776	Computer			
				1,085.00	001-4300	Transportation costs
				1,085.00		
Edward Contreras						
	02/17/2017	143599	Computer			
				1,677.00	001-4300	Transportation costs
				1,677.00		
Edward Marlowe						
	02/17/2017	143685	Computer			
				1,251.00	001-4300	Transportation costs
				1,251.00		
Edward Rottloff						
	02/17/2017	143679	Computer			
				1,995.00	001-4300	Transportation costs
				1,995.00		
ELECTRICAL CONTRACTING SERVICE INC						
	02/22/2017	143858	Computer			
				14,004.00	001-7500	R/M-Equipment
				14,004.00		
Elson Soto Jr						
	02/17/2017	143668	Computer			
				557.00	001-4300	Transportation costs

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				557.00		
Eric Rudicil						
	02/17/2017	143716	Computer			
				30.00	001-4300	Transportation costs
				30.00		
ERIN ELECTRICAL ENTERPRISES INC						
	02/22/2017	143859	Computer			
				472.50	440-0100	R/M-Wells
				555.18	440-0200	R/M-Equipment
				466.40	440-0200	R/M-Lift station-materials
				1,494.08		
Errol Chin						
	02/17/2017	143684	Computer			
				1,618.00	001-4300	Transportation costs
				1,618.00		
Evan Katz						
	02/17/2017	143627	Computer			
				2,391.00	001-4300	Transportation costs
				2,391.00		
Evelyn Gabor						
	02/17/2017	143633	Computer			
				63.00	001-4300	Transportation costs
				63.00		
Ezra Lubow						
	02/17/2017	143606	Computer			
				14.00	001-4300	Transportation costs
				14.00		
FASTENAL COMPANY						
	02/22/2017	143861	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				70.83	001-4300	R/M-Vehicles
				70.83		
FLORENCE HENLEY						
	02/22/2017	143879	Computer			
				500.00	001-0000	Refunds-Rec Trac System
				500.00		
FLORIDA DETROIT DIESEL - ALLISON						
	02/22/2017	143863	Computer			
				809.91	001-4300	R/M-Vehicles
				809.91		
FLORIDA MUNICIPAL INSURANCE TRUST FUND						
	02/22/2017	143864	Computer			
				50,683.00	001-5400	Liability/casualty insurance premiums
				50,683.00		
FORT BEND SERVICES INC						
	02/22/2017	143866	Computer			
				12,342.40	440-0200	Supplies-Chemicals
				12,342.40		
Frank Zingale						
	02/17/2017	143721	Computer			
				1,556.00	001-4300	Transportation costs
				1,556.00		
Freddie Gamboa						
	02/17/2017	143670	Computer			
				660.00	001-4300	Transportation costs
				660.00		
G PROULX LLC						
	02/22/2017	143873	Computer			
				20.00	001-6712	R/M-Structures

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				735.00	113-1300	R/M-Walkways
				755.00		
Gabriel Bonneau						
	02/17/2017	143754	Computer			
				1,134.00	001-4300	Transportation costs
				1,134.00		
GALLS LLC						
	02/22/2017	143868	Computer			
				289.90	001-3900	Supplies-Uniforms/Protective gear
				289.90		
Gamal Stewart						
	02/17/2017	143752	Computer			
				1,127.00	001-4300	Transportation costs
				1,127.00		
George Gammon						
	02/17/2017	143785	Computer			
				294.00	001-4300	Transportation costs
				294.00		
Gilberto Morales						
	02/17/2017	143732	Computer			
				1,509.00	001-4300	Transportation costs
				1,509.00		
GL DISTRIBUTORS INC						
	02/22/2017	143870	Computer			
				2,369.75	001-3900	Supplies-Uniforms/Protective gear
				2,369.75		
GLOBAL GOLF SALES INC						
	02/22/2017	143871	Computer			
				258.93	449-4923	Supplies/Materials-Expendable

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				258.93		
Golf Scorecards, Inc.						
	02/22/2017	143872	Computer			
				1,855.00	449-4923	Supplies/Materials-Expendable
				1,855.00		
GORDON FOOD SERVICE						
	02/22/2017	143869	Computer			
				1,899.85	449-0000	Inventory-Groceries
				72.77	449-4922	Supplies/Materials-Expendable
				13.63	449-4922	Supplies-Janitorial
				1,986.25		
GPSI LEASING II - ACCORD LL						
	02/22/2017	143874	Computer			
				2,850.00	449-4923	Rentals
				2,850.00		
GRAINGER						
	02/22/2017	143876	Computer			
				158.88	001-7532	R/M-Pools
				193.93	440-0200	R/M-Equipment
				323.75	440-0200	Supplies/Materials-Expendable
				676.56		
GREEN THUMB LAWN & GARDEN LLC						
	02/22/2017	143877	Computer			
				55.37	001-5500	R/M-Equipment
				47.73	001-7500	R/M-Equipment
				103.10		
Greg Duran						
	02/17/2017	143697	Computer			
				14.00	001-4300	Transportation costs

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				14.00		
GUIDANT MANAGEMENT GROUP LLC						
	02/22/2017	143938	Computer			
				57.80	449-4920	Outside service fees
				160.50	449-4922	Outside service fees
				32.10	449-4923	Outside service fees
				256.80	449-4924	Outside service fees
				507.20		
Guillermo Duenas						
	02/17/2017	143651	Computer			
				1,194.00	001-4300	Transportation costs
				1,194.00		
H & H LIQUID SLUDGE DISPOSAL INC						
	02/22/2017	143880	Computer			
				32,979.36	440-0200	Waste disposal
				32,979.36		
HD SUPPLY WATERWORKS LTD						
	02/22/2017	143878	Computer			
				1,337.70	440-0000	Inventory-Materials & Supplies
				1,337.70		
HEALTH PROMOTIONS NOW						
	02/22/2017	143813	Computer			
				1,100.18	001-2700	Wellness program
				1,100.18		
Heather Short						
	02/17/2017	143718	Computer			
				2,471.00	001-4300	Transportation costs
				2,471.00		
HECTOR TURF						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	02/22/2017	143966	Computer			
				38.56	001-7500	R/M-Equipment
				872.40	449-4924	R/M-Grounds
				1,081.51	449-4924	R/M-Vehicles
				1,992.47		
Henry Bernard						
	02/17/2017	143628	Computer			
				2,613.00	001-4300	Transportation costs
				2,613.00		
Herbert Bond						
	02/17/2017	143626	Computer			
				1,005.00	001-4300	Transportation costs
				1,005.00		
Herbert Northwalton						
	02/17/2017	143607	Computer			
				1,372.00	001-4300	Transportation costs
				1,372.00		
HOME DEPOT CREDIT SERVICES						
	02/22/2017	143881	Computer			
				17.91	001-3900	R/M-Structures
				214.89	001-4300	R/M-Structures
				76.77	001-5500	R/M-Grounds
				43.84	001-5500	Supplies/Materials-Expendable
				55.42	001-6711	Tools/Under threshold furn/equip
				259.73	001-6712	R/M-Structures
				35.71	001-6712	Supplies/Materials-Expendable
				36.84	001-7500	R/M-Equipment
				11.61	001-7500	R/M-Grounds
				189.76	001-7500	R/M-Structures
				57.39	001-7500	Supplies/Materials-Expendable
				42.29	001-7500	Supplies-Janitorial

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				495.36	001-7500	Tools/Under threshold furn/equip
				16.46	001-7531	R/M-Grounds
				43.44	449-4924	R/M-Equipment
				51.92	449-4924	R/M-Grounds
				74.80	449-4924	Supplies/Materials-Expendable
				1,724.14		
HORACE MCHUGH						
	02/22/2017	143912	Computer			
				68.00	001-1100	Food and shelter
				324.14	001-1100	Transportation costs
				392.14		
HOWARD FERTILIZER & CHEMICAL CO INC						
	02/22/2017	143882	Computer			
				3,907.79	449-4924	Supplies-Chemicals
				3,907.79		
HUDSON PUMP & EQUIPMENT						
	02/22/2017	143883	Computer			
				4,289.80	440-0200	R/M-Lift station-materials
				4,289.80		
Ina Esquivel-Konieczny						
	02/17/2017	143712	Computer			
				832.00	001-4300	Transportation costs
				832.00		
INGRAM LIBRARY SERVICES						
	02/22/2017	143884	Computer			
				62.68	108-0000	Capital Outlay: Audio aids
				1,236.93	108-0000	Capital Outlay: Books-general collections
				1,299.61		
INSIGHT PUBLIC SECTOR INC						
	02/22/2017	143885	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				105.88	001-2300	Supplies/Materials-Expendable
				105.88		
INSTRUMENT SPECIALTIES INC						
	02/22/2017	143886	Computer			
				228.00	440-0100	R/M-Mains
				228.00		
INTERSTATE SCREW CORP						
	02/22/2017	143887	Computer			
				191.94	440-0100	R/M-Equipment
				191.94	440-0200	R/M-Equipment
				383.88		
Jack-Luis Charles						
	02/17/2017	143701	Computer			
				1,221.00	001-4300	Transportation costs
				1,221.00		
Garnishment						
	02/16/2017	143578	Computer			
				304.99	880-0000	Accrued Emp Garnishment
				304.99		
Jaime Bianchi						
	02/17/2017	143699	Computer			
				287.00	001-4300	Transportation costs
				287.00		
James Wade						
	02/17/2017	143608	Computer			
				1,581.00	001-4300	Transportation costs
				1,581.00		
James Wallett						
	02/17/2017	143598	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				457.00	001-4300	Transportation costs
				457.00		
Jared Baker						
	02/17/2017	143619	Computer			
				902.00	001-4300	Transportation costs
				902.00		
Jason Bryant						
	02/17/2017	143772	Computer			
				665.00	001-4300	Transportation costs
				665.00		
Javier Colon						
	02/17/2017	143671	Computer			
				1,541.00	001-4300	Transportation costs
				1,541.00		
Javier Suarez						
	02/17/2017	143660	Computer			
				646.00	001-4300	Transportation costs
				646.00		
Jay Jenkins						
	02/17/2017	143681	Computer			
				694.00	001-4300	Transportation costs
				694.00		
Jeffrey Ahringer						
	02/17/2017	143600	Computer			
				2,729.00	001-4300	Transportation costs
				2,729.00		
JEFFREY ALLEN INC						
	02/22/2017	143888	Computer			
				315.11	449-4923	R/M-Equipment

City of Plantation
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				315.11		
Jeffrey Mize						
	02/17/2017	143747	Computer			
				710.00	001-4300	Transportation costs
				710.00		
Jeffrey Perez						
	02/17/2017	143695	Computer			
				1,212.00	001-4300	Transportation costs
				1,212.00		
Jeffrey Pine						
	02/17/2017	143648	Computer			
				316.00	001-4300	Transportation costs
				316.00		
Jeffrey Weinstein						
	02/17/2017	143614	Computer			
				2,907.00	001-4300	Transportation costs
				2,907.00		
Jennifer Canal						
	02/17/2017	143669	Computer			
				786.00	001-4300	Transportation costs
				786.00		
Jennifer Testa						
	02/17/2017	143773	Computer			
				2,215.00	001-4300	Transportation costs
				2,215.00		
Jeno Milfort						
	02/17/2017	143731	Computer			
				637.00	001-4300	Transportation costs

City of Plantation
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				637.00		
Jesse Bogle						
	02/17/2017	143596	Computer			
				1,825.00	001-4300	Transportation costs
				1,825.00		
Jesse Penate						
	02/17/2017	143667	Computer			
				1,429.00	001-4300	Transportation costs
				1,429.00		
Jim Clark						
	02/17/2017	143638	Computer			
				1,543.00	001-4300	Transportation costs
				1,543.00		
Joe Namm						
	02/17/2017	143793	Computer			
				2,190.00	001-4300	Transportation costs
				2,190.00		
John Preston						
	02/17/2017	143589	Computer			
				1,106.00	001-4300	Transportation costs
				1,106.00		
JOHNSON CONTROLS GWS LLC						
	02/22/2017	143891	Computer			
				35,279.00	440-0100	R/M-Maintenance contract
				35,279.00		
JOHNSON, ANSELMO, MURDOCH, BURKE,						
	02/22/2017	143889	Computer			
				19,311.06	001-5400	Outside fees-Insuranc

City of Plantation
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				19,311.06		
JOHNSTONE SUPPLY						
	02/22/2017	143890	Computer			
				100.30	001-3900	R/M-Structures
				41.05	001-6712	R/M-Structures
				141.35		
Jon Hatch						
	02/17/2017	143609	Computer			
				35.00	001-4300	Transportation costs
				35.00		
Jonathan Cole						
	02/17/2017	143710	Computer			
				672.00	001-4300	Transportation costs
				672.00		
Jonathan Lee						
	02/17/2017	143746	Computer			
				973.00	001-4300	Transportation costs
				973.00		
Jonathon Hershey						
	02/17/2017	143664	Computer			
				567.00	001-4300	Transportation costs
				567.00		
Joseph Gannon						
	02/17/2017	143587	Computer			
				1,207.00	001-4300	Transportation costs
				1,207.00		
Joseph Gennaro						
	02/17/2017	143615	Computer			
				2,088.00	001-4300	Transportation costs

City of Plantation
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				2,088.00		
Joseph Trybalski						
	02/17/2017	143605	Computer			
				7.00	001-4300	Transportation costs
				7.00		
Joshua Kennedy						
	02/17/2017	143654	Computer			
				49.00	001-4300	Transportation costs
				49.00		
Joshua OBrien						
	02/17/2017	143727	Computer			
				690.00	001-4300	Transportation costs
				690.00		
Joshwa Huff						
	02/17/2017	143743	Computer			
				2,531.00	001-4300	Transportation costs
				2,531.00		
Julian Rodriguez						
	02/17/2017	143758	Computer			
				519.00	001-4300	Transportation costs
				519.00		
Juliet Romer						
	02/17/2017	143781	Computer			
				196.00	001-4300	Transportation costs
				196.00		
Justin King						
	02/17/2017	143744	Computer			
				1,668.00	001-4300	Transportation costs

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				1,668.00		
Justin Pineda						
	02/17/2017	143760	Computer			
				2,050.00	001-4300	Transportation costs
				2,050.00		
Kaitlin Murphins						
	02/17/2017	143688	Computer			
				1,437.00	001-4300	Transportation costs
				1,437.00		
KAMAN INDUSTRIAL TECHNOLOGIES CORP.						
	02/22/2017	143893	Computer			
				36.28	440-0100	R/M-Equipment
				530.52	440-0200	R/M-Equipment
				566.80		
KCM MACHINE SHOP OF BROWARD COUNTY						
	02/22/2017	143894	Computer			
				94.06	440-0100	R/M-Equipment
				94.07	440-0200	R/M-Equipment
				188.13		
KELLER HEARTT OIL COMPANY						
	02/22/2017	143895	Computer			
				1,398.48	440-0200	R/M-Lift station-materials
				1,398.48		
Kelly LaCourse						
	02/17/2017	143761	Computer			
				805.00	001-4300	Transportation costs
				805.00		
Kevin Marley						
	02/17/2017	143672	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				147.00	001-4300	Transportation costs
				147.00		
Kimberly White						
	02/17/2017	143696	Computer			
				908.00	001-4300	Transportation costs
				908.00		
KONICA MINOLTA BUSINESS SOLUTIONS						
	02/22/2017	143896	Computer			
				303.79	001-1500	R/M-Maintenance contract
				895.43	001-2700	R/M-Maintenance contract
				363.18	001-4300	R/M-Maintenance contract
				155.50	440-0100	R/M-Maintenance contract
				155.49	440-0200	R/M-Maintenance contract
				1,873.39		
KVM SERVICES INC						
	02/22/2017	143897	Computer			
				307.50	449-4922	R/M-Equipment
				307.50		
L & L DISTRIBUTORS INC						
	02/22/2017	143906	Computer			
				149.50	001-0000	Inventory-Garage
				467.86	001-4300	R/M-Vehicles
				617.36		
LANDSCAPE INSPECTORS ASSOCIATION OF FLORI						
	02/22/2017	143898	Computer			
				225.00	001-5900	R/M Tree Beautification
				225.00		
LARRY KLINE WHOLESALE MEATS & PROVISIONS I						
	02/22/2017	143899	Computer			
				321.69	449-0000	Inventory-Groceries

City of Plantation
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				321.69		
LAWRENCE J BOHANNON P.A. AND						
	02/22/2017	143820	Computer			
				10,000.00	001-5400	Outside fees-Insuranc
				10,000.00		
LEGACY TURF GROUP LLC						
	02/22/2017	143901	Computer			
				1,219.60	449-4924	Supplies-Chemicals
				1,219.60		
LEHIGH OUTFITTERS LLC						
	02/22/2017	143902	Computer			
				86.69	001-5500	Supplies-Uniforms/Protective gear
				86.69		
Leslie Ethridge						
	02/17/2017	143624	Computer			
				7.00	001-4300	Transportation costs
				7.00		
LEXIS NEXIS A DIVISION OF RELX INC						
	02/22/2017	143903	Computer			
				100.00	001-3900	R/M-Maintenance contract
				100.00		
LEXIS NEXIS RISK SOLUTIONS						
	02/22/2017	143904	Computer			
				280.75	001-3900	R/M-Maintenance contract
				280.75		
LINE-TEC INC						
	02/22/2017	143905	Computer			
				570.00	440-0100	R/M-Mains

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				570.00		
Logan Silberberg						
	02/17/2017	143778	Computer			
				1,239.00	001-4300	Transportation costs
				1,239.00		
LOU BACHRODT FREIGHTLINER						
	02/22/2017	143907	Computer			
				415.63	001-4300	R/M-Vehicles
				1,391.63	001-4400	R/M-Vehicles
				1,807.26		
Luis DeNicolo						
	02/17/2017	143741	Computer			
				759.00	001-4300	Transportation costs
				759.00		
M & H AUTOMOTIVE INC						
	02/22/2017	143916	Computer			
				465.69	001-0000	Inventory-Garage
				114.20	001-3900	R/M-Vehicles
				26.07	001-4300	R/M-Vehicles
				75.50	001-4300	Supplies/Materials-Expendable
				19.97	001-4300	Tools/Under threshold furn/equip
				8.99	001-5500	R/M-Vehicles
				21.32	440-0100	R/M-Vehicles
				731.74		
Mallory Knabb						
	02/17/2017	143788	Computer			
				231.00	001-4300	Transportation costs
				231.00		
Manuel Rodriguez						
	02/17/2017	143767	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				483.00	001-4300	Transportation costs
				483.00		
MARATHON HEALTH LLC						
	02/22/2017	143909	Computer			
				57,918.00	001-5300	Allocation Acct-Medical Administrative Costs
				57,918.00		
Marckenley Garcon						
	02/17/2017	143735	Computer			
				524.00	001-4300	Transportation costs
				524.00		
Maria Angulo						
	02/17/2017	143753	Computer			
				1,645.00	001-4300	Transportation costs
				1,645.00		
Maria-Jose Zarate						
	02/17/2017	143759	Computer			
				1,870.00	001-4300	Transportation costs
				1,870.00		
Marissa Knabb						
	02/17/2017	143787	Computer			
				560.00	001-4300	Transportation costs
				560.00		
Mark Dewalt						
	02/17/2017	143617	Computer			
				7.00	001-4300	Transportation costs
				7.00		
Mark Lyon						
	02/17/2017	143726	Computer			
				1,789.00	001-4300	Transportation costs

City of Plantation
Check & Credit Register Detail
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Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				1,789.00		
Mark Watters						
	02/17/2017	143594	Computer			
				1,571.00	001-4300	Transportation costs
				1,571.00		
Marlon Campos						
	02/17/2017	143707	Computer			
				1,250.00	001-4300	Transportation costs
				1,250.00		
MARRERO & WYDLER						
	02/22/2017	143900	Computer			
				5,364.74	001-5400	Outside fees-Insuranc
				5,364.74		
Marshall Newell						
	02/17/2017	143733	Computer			
				1,318.00	001-4300	Transportation costs
				1,318.00		
MARTIN GRADY						
	02/22/2017	143875	Computer			
				1,200.04	001-7532	Outside instructors
				1,200.04		
MASSEY YARDLEY DODGE CHRYSLER JEEP RAM						
	02/22/2017	143911	Computer			
				414.21	001-3900	R/M-Vehicles
				414.21		
Max Gauthier						
	02/17/2017	143755	Computer			
				1,164.00	001-4300	Transportation costs

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				1,164.00		
Maxis Jean-Mary						
	02/17/2017	143687	Computer			
				2,412.00	001-4300	Transportation costs
				2,412.00		
MD NOW MEDICAL CENTERS INC						
	02/22/2017	143914	Computer			
				571.00	001-3900	Employment testing services
				16.00	440-0100	Employment testing services
				16.00	440-0200	Employment testing services
				603.00		
Melissa Cicione						
	02/17/2017	143655	Computer			
				14.00	001-4300	Transportation costs
				14.00		
Melissa Hurt						
	02/17/2017	143750	Computer			
				1,599.00	001-4300	Transportation costs
				1,599.00		
Melissa Payne						
	02/17/2017	143765	Computer			
				1,423.00	001-4300	Transportation costs
				1,423.00		
MELROSE SUPPLY & SALES CORP						
	02/22/2017	143915	Computer			
				450.72	001-7500	R/M-Grounds
				450.72		
Michael Austin						
	02/17/2017	143676	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				1,344.00	001-4300	Transportation costs
				1,344.00		
Michael Brown						
	02/17/2017	143691	Computer			
				1,528.00	001-4300	Transportation costs
				1,528.00		
Michael Donovan						
	02/17/2017	143588	Computer			
				1,149.00	001-4300	Transportation costs
				1,149.00		
Michael Duenas						
	02/17/2017	143711	Computer			
				1,141.00	001-4300	Transportation costs
				1,141.00		
Michael Dusch						
	02/17/2017	143783	Computer			
				665.00	001-4300	Transportation costs
				665.00		
Michael Kassner						
	02/17/2017	143704	Computer			
				1,792.00	001-4300	Transportation costs
				1,792.00		
Michael Madraymootoo						
	02/17/2017	143663	Computer			
				1,087.00	001-4300	Transportation costs
				1,087.00		
Michael Roth						
	02/17/2017	143602	Computer			
				119.00	001-4300	Transportation costs

City of Plantation
Check & Credit Register Detail
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Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				119.00		
Michael Sandoval						
	02/17/2017	143634	Computer			
				653.00	001-4300	Transportation costs
				653.00		
Michael Taussig						
	02/17/2017	143597	Computer			
				1,822.00	001-4300	Transportation costs
				1,822.00		
Michael Tomaselli						
	02/17/2017	143725	Computer			
				448.00	001-4300	Transportation costs
				448.00		
MICROMARKETING LLC						
	02/22/2017	143917	Computer			
				47.27	108-0000	Capital Outlay: Visual aids
				47.27		
MIDWEST MEDICAL SUPPLY CO LLC						
	02/22/2017	143918	Computer			
				221.59	001-4400	Supplies-Medical
				221.59		
Garnishment						
	02/16/2017	143581	Computer			
				320.76	880-0000	Accrued Emp Garnishment
				320.76		
MOTOROLA SOLUTIONS INC						
	02/22/2017	143919	Computer			
				1,950.54	001-4300	R/M-Maintenance contract

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				1,950.54		
MSC INDUSTRIAL SUPPLY CO INC						
	02/22/2017	143920	Computer			
				86.97	440-0100	R/M-Vehicles
				86.97	440-0200	R/M-Vehicles
				173.94		
Murat Saglam						
	02/17/2017	143639	Computer			
				455.00	001-4300	Transportation costs
				455.00		
NATALIE'S TOUCH ENVIRONMENTAL SERVICES INC						
	02/22/2017	143921	Computer			
				1,497.58	001-7500	R/M-Maintenance contract
				1,497.58		
NEXAIR LLC						
	02/22/2017	143923	Computer			
				334.72	001-4300	Supplies/Materials-Expendable
				334.72		
Nicholas Garofalo						
	02/17/2017	143703	Computer			
				1,799.00	001-4300	Transportation costs
				1,799.00		
Nicholas Palino						
	02/17/2017	143689	Computer			
				1,429.00	001-4300	Transportation costs
				1,429.00		
Noah Ffrench						
	02/17/2017	143784	Computer			
				784.00	001-4300	Transportation costs

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				784.00		
NORTRAX INC						
	02/22/2017	143924	Computer			
				32.19	113-1300	R/M-Equipment
				32.19		
NU-TURF LAWN & GARDEN						
	02/22/2017	143925	Computer			
				37.50	440-0100	R/M-Grounds
				37.50		
ODILO USA LLC						
	02/22/2017	143926	Computer			
				409.08	108-0000	Publications/Subscriptions
				409.08		
OVER THE TOP INC						
	02/22/2017	143927	Computer			
				292.88	449-4922	Rentals
				292.88		
PACE ANALYTICAL SERVICES INC						
	02/22/2017	143928	Computer			
				859.00	440-0100	Chemical analysis
				859.00		
PALADIN ELECTRONIC SERVICES INC						
	02/22/2017	143929	Computer			
				6,000.00	001-4300	R/M-Structures
				6,000.00		
PATRICA M MACGOVERN						
	02/22/2017	143908	Computer			
				270.00	115-6600	Public services

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				270.00		
Patrick Toole						
	02/17/2017	143706	Computer			
				1,630.00	001-4300	Transportation costs
				1,630.00		
PATS PUMP & BLOWER LLC						
	02/22/2017	143930	Computer			
				7,342.50	440-0100	R/M-Vehicles
				7,342.50	440-0200	R/M-Vehicles
				14,685.00		
Paul Miller						
	02/17/2017	143757	Computer			
				1,051.00	001-4300	Transportation costs
				1,051.00		
Pierre Skinner						
	02/17/2017	143643	Computer			
				315.00	001-4300	Transportation costs
				315.00		
PINK PUSSYCAT FLOWER SHOP INC						
	02/22/2017	143931	Computer			
				276.00	001-2700	Employee Benefits
				276.00		
PINNACLE DATA SYSTEMS LLC						
	02/22/2017	143932	Computer			
				689.54	001-1903	Postage/shipping charges
				134.91	001-1903	Printing and binding
				572.00	440-0000	Accounts Payable-various
				4,907.72	440-0100	Postage/shipping charges
				1,058.81	440-0100	Printing and binding
				4,907.72	440-0200	Postage/shipping charges

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				1,058.80	440-0200	Printing and binding
				13,329.50		
PLANTATION FORD						
	02/22/2017	143933	Computer			
				181.68	001-4300	R/M-Vehicles
				181.68		
	02/21/2017	171621	Credit			
				-164.57	001-4300	R/M-Vehicles
				-164.57		
PLANTATION VOLUNTEER FIRE ASSOCIATION						
	02/22/2017	143934	Computer			
				16,500.00	001-4300	Fire Association programs
				16,500.00		
Garnishment						
	02/16/2017	143583	Computer			
				228.55	880-0000	Accrued Emp Garnishment
				228.55		
PRAXIS CONSULTING INC A/S/O						
	02/22/2017	143935	Computer			
				7,969.54	001-5400	Outside fees-Insuranc
				7,969.54		
PRIDE ENTERPRISES						
	02/22/2017	143936	Computer			
				5,917.93	001-7500	Tools/Under threshold furn/equip
				5,917.93		
PRIME TURF INC						
	02/22/2017	143937	Computer			
				3,250.00	449-4924	Supplies-Chemicals

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				3,250.00		
PUBLIC RESOURCES MANAGEMENT GROUP INC						
	02/22/2017	143940	Computer			
				121.55	440-0100	Engineering
				121.55	440-0200	Engineering
				243.10		
PUBLIX SUPERMARKETS INC						
	02/22/2017	143939	Computer			
				39.07	001-4300	Supplies/Materials-Expendable
				60.94	449-0000	Inventory-Groceries
				100.01		
	02/22/2017	143987	Computer			
				11,640.00	001-5300	Allocation Acct-Medical Administrative Costs
				11,640.00		
PUMP STATION MAINTENANCE SERVICES LLC						
	02/22/2017	143941	Computer			
				28,784.00	440-0200	R/M-Lift station-labor
				4,292.32	440-0200	R/M-Lift station-materials
				15,715.00	440-0200	R/M-Maintenance contracts-lift stations
				48,791.32		
PURPLE YOGINI						
	02/22/2017	143942	Computer			
				50.00	001-7500	Outside instructors
				50.00		
R. L. SCHREIBER INC						
	02/22/2017	143947	Computer			
				80.79	449-0000	Inventory-Groceries
				80.79		

Rachael Diaz

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	02/17/2017	143777	Computer			
				413.00	001-4300	Transportation costs
				413.00		
Garnishment						
	02/16/2017	143573	Computer			
				480.00	880-0000	Accrued Emp Garnishment
				480.00		
Ray Castro						
	02/17/2017	143739	Computer			
				406.00	001-4300	Transportation costs
				406.00		
Raymond Slavin						
	02/17/2017	143635	Computer			
				623.00	001-4300	Transportation costs
				623.00		
RECHTIEN INTERNATIONAL TRUCKS INC						
	02/22/2017	143943	Computer			
				750.56	460-5200	R/M-Vehicles
				750.56		
Regal CineMedia Corp						
	02/22/2017	143944	Computer			
				18,208.00	001-5300	Allocation Acct-Medical Administrative Costs
				18,208.00		
Reginald Mashack						
	02/17/2017	143790	Computer			
				700.00	001-4300	Transportation costs
				700.00		
Renan Toro-Matos						
	02/17/2017	143782	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				623.00	001-4300	Transportation costs
				623.00		
RESIDEX LLC						
	02/22/2017	143945	Computer			
				1,520.00	001-7500	R/M-Grounds
				1,520.00		
REV RTC INC dba HALL-MARK RTC						
	02/22/2017	143946	Computer			
				745.54	001-4300	R/M-Vehicles
				745.54		
Richard Zalewski						
	02/17/2017	143662	Computer			
				2,434.00	001-4300	Transportation costs
				2,434.00		
Richard Zalewski II						
	02/17/2017	143675	Computer			
				551.00	001-4300	Transportation costs
				551.00		
Rita Lasser						
	02/17/2017	143613	Computer			
				125.00	001-4300	Transportation costs
				125.00		
Robert Green						
	02/17/2017	143680	Computer			
				1,569.00	001-4300	Transportation costs
				1,569.00		
Robert Palino						
	02/17/2017	143625	Computer			
				1,008.00	001-4300	Transportation costs

City of Plantation
Check & Credit Register Detail
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Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				1,008.00		
Robert Villalon						
	02/17/2017	143794	Computer			
				2,190.00	001-4300	Transportation costs
				2,190.00		
Robin Russell						
	02/17/2017	143683	Computer			
				1,275.00	001-4300	Transportation costs
				1,275.00		
Rogelio Gallo						
	02/17/2017	143653	Computer			
				14.00	001-4300	Transportation costs
				14.00		
Roger Calzadilla						
	02/17/2017	143709	Computer			
				175.00	001-4300	Transportation costs
				175.00		
Roger James						
	02/17/2017	143650	Computer			
				968.00	001-4300	Transportation costs
				968.00		
Ron Deri						
	02/17/2017	143656	Computer			
				842.00	001-4300	Transportation costs
				842.00		
Ron Kessler						
	02/17/2017	143682	Computer			
				926.00	001-4300	Transportation costs

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				926.00		
Ronald Osorio						
	02/17/2017	143705	Computer			
				126.00	001-4300	Transportation costs
				126.00		
ROYAL PERFORMANCE GROUP						
	02/22/2017	143948	Computer			
				11,897.50	001-5300	Allocation Acct-Medical Administrative Costs
				11,897.50		
Ryan Mathwich						
	02/17/2017	143694	Computer			
				858.00	001-4300	Transportation costs
				858.00		
S&D COFFEE INC						
	02/22/2017	143951	Computer			
				169.16	449-0000	Inventory-Groceries
				169.16		
SAFETY-KLEEN SYSTEMS INC						
	02/22/2017	143949	Computer			
				492.48	440-0100	Waste disposal
				492.48	440-0200	Waste disposal
				984.96		
Samuel Willson						
	02/17/2017	143708	Computer			
				2,171.00	001-4300	Transportation costs
				2,171.00		
Sandra Louis						
	02/17/2017	143762	Computer			
				378.00	001-4300	Transportation costs

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				378.00		
Sandra Wallett						
	02/17/2017	143632	Computer			
				7.00	001-4300	Transportation costs
				7.00		
SAWGRASS FORD INC						
	02/22/2017	143950	Computer			
				160.66	001-3900	R/M-Vehicles
				5.27	001-5500	R/M-Vehicles
				16.99	001-7500	R/M-Vehicles
				115.00	440-0100	R/M-Vehicles
				115.00	440-0200	R/M-Vehicles
				412.92		
Scott Reed						
	02/17/2017	143611	Computer			
				7.00	001-4300	Transportation costs
				7.00		
Sebastian Gonzalez						
	02/17/2017	143647	Computer			
				385.00	001-4300	Transportation costs
				385.00		
SEVEN C'S LINEN SERVICE						
	02/22/2017	143952	Computer			
				580.20	449-4922	Rentals
				65.00	449-4923	Supplies/Materials-Expendable
				645.20		
Garnishment						
	02/16/2017	143575	Computer			
				369.23	880-0000	Accrued Emp Garnishment

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				369.23		
Shauna Russell						
	02/17/2017	143717	Computer			
				714.00	001-4300	Transportation costs
				714.00		
Shawn Kidwell						
	02/17/2017	143713	Computer			
				1,232.00	001-4300	Transportation costs
				1,232.00		
SHD LEGAL GROUP PA						
	02/22/2017	143953	Computer			
				71.00	001-0000	Refunds-Accela System
				71.00		
SHERWIN WILLIAMS COMPANY						
	02/22/2017	143954	Computer			
				30.71	001-5500	R/M-Grounds
				202.10	001-7100	R/M-Structures
				468.08	001-7500	R/M-Grounds
				47.21	001-7500	R/M-Structures
				748.10		
Shiller Joseph						
	02/17/2017	143736	Computer			
				7.00	001-4300	Transportation costs
				7.00		
SIMONIZ CAR WASH						
	02/22/2017	143955	Computer			
				39.99	001-5100	R/M-Vehicles
				39.99		
SITEONE LANDSCAPE SUPPLY LLC						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	02/22/2017	143956	Computer			
				5,202.56	001-7500	R/M-Grounds
				5,202.56		
SMITH EQUIPMENT & SUPPLY COMPANY						
	02/22/2017	143957	Computer			
				557.75	001-0000	Inventory-Garage
				557.75		
SOUTHEASTERN PUMP						
	02/22/2017	143958	Computer			
				1,499.00	440-0200	R/M-Equipment
				1,499.00		
STAPLES ADVANTAGE						
	02/22/2017	143959	Computer			
				30.08	001-1500	Supplies-Office
				64.98	001-1903	Supplies-Office
				23.32	001-2700	Supplies-Office
				150.95	001-4300	Supplies-Office
				6.64	001-5500	Supplies-Office
				109.43	001-7500	Supplies-Office
				15.99	001-7532	Supplies-Office
				27.11	440-0100	Supplies/Materials-Expendable
				72.63	440-0100	Supplies-Office
				45.49	440-0200	Supplies/Materials-Expendable
				85.48	440-0200	Supplies-Office
				29.31	449-4920	Supplies-Office
				661.41		
STATE OF FLORIDA DEPARTMENT OF TRANSPORTA						
	02/22/2017	143865	Computer			
				3.82	440-0200	Transportation costs
				3.82		

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
Stephen Balogh						
	02/17/2017	143665	Computer			
				1,234.00	001-4300	Transportation costs
				1,234.00		
Stephen Blanchard						
	02/17/2017	143616	Computer			
				2,887.00	001-4300	Transportation costs
				2,887.00		
Stephen Bunting						
	02/17/2017	143700	Computer			
				2,944.00	001-4300	Transportation costs
				2,944.00		
Steven Cicione Sr						
	02/17/2017	143636	Computer			
				520.00	001-4300	Transportation costs
				520.00		
Steven Merritt						
	02/17/2017	143637	Computer			
				2,038.00	001-4300	Transportation costs
				2,038.00		
Steven Wade						
	02/17/2017	143674	Computer			
				2,384.00	001-4300	Transportation costs
				2,384.00		
Stevenson Jean-Louis						
	02/17/2017	143690	Computer			
				1,535.00	001-4300	Transportation costs
				1,535.00		
SUNSCAPE LANDSCAPE NURSERY INC						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	02/22/2017	143962	Computer			
				8,885.00	001-5900	R/M Tree Beautification
				8,885.00		
SUN-SENTINEL COMPANY LLC						
	02/22/2017	143960	Computer			
				382.00	449-4921	Advertising
				382.00		
SUNSHINE STATE ONE CALL OF FLORIDA INC						
	02/22/2017	143961	Computer			
				186.02	440-0100	Permits/Application fees
				186.02	440-0200	Permits/Application fees
				372.04		
SUPPLYWORKS						
	02/22/2017	143963	Computer			
				27.00	001-0000	Inventory-Central Services
				266.92	001-4300	Supplies-Janitorial
				441.60	001-6712	Supplies-Janitorial
				518.51	001-7100	Supplies-Janitorial
				470.00	440-0100	R/M-Equipment
				385.60	440-0100	Supplies/Materials-Expendable
				627.27	440-0200	Supplies/Materials-Expendable
				2,736.90		
	02/21/2017	392134227	Credit			
				-54.84	440-0100	Supplies/Materials-Expendable
				-54.84	440-0200	Supplies/Materials-Expendable
				-109.68		
	02/21/2017	392260253	Credit			
				-47.94	440-0100	Supplies/Materials-Expendable
				-47.94	440-0200	Supplies/Materials-Expendable
				-95.88		

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
Tanya Mistretta						
	02/17/2017	143631	Computer			
				91.00	001-4300	Transportation costs
				91.00		
TAPCO						
	02/22/2017	143964	Computer			
				218.33	113-1300	Streets signs/Markings
				218.33		
Taylor Beavers						
	02/17/2017	143774	Computer			
				665.00	001-4300	Transportation costs
				665.00		
TEN-8 FIRE EQUIPMENT INC						
	02/22/2017	143965	Computer			
				5,891.19	001-4300	Tools/Under threshold furn/equip
				5,891.19		
Teresa Echevarria						
	02/17/2017	143622	Computer			
				35.00	001-4300	Transportation costs
				35.00		
THE MARLIN COMPANY						
	02/22/2017	143910	Computer			
				730.00	001-4300	R/M-Maintenance contract
				730.00		
THE ORIGINAL AIR DOCTOR						
	02/22/2017	143817	Computer			
				60.00	449-4922	R/M-Equipment
				60.00		
TIRESOLES OF BROWARD INC						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	02/22/2017	143967	Computer			
				248.50	001-4300	R/M-Vehicles
				88.00	001-7500	R/M-Tires
				336.50		
Todd Simpkin						
	02/17/2017	143603	Computer			
				534.00	001-4300	Transportation costs
				534.00		
Tommy Demopoulos						
	02/17/2017	143666	Computer			
				2,526.00	001-4300	Transportation costs
				2,526.00		
TORO NSN						
	02/22/2017	143968	Computer			
				208.00	449-4924	R/M-Maintenance contract
				208.00		
TOSHIBA BUSINESS SOLUTIONS USA INC						
	02/22/2017	143969	Computer			
				63.96	440-0100	R/M-Maintenance contract
				63.96		
TRULY NOLEN OF AMERICA INC						
	02/22/2017	143970	Computer			
				118.00	001-4300	R/M-Structures
				118.00		
TRUSTMARK VOLUNTARY BENEFITS SOLUTIONS IN						
	02/22/2017	143971	Computer			
				13,828.62	880-0000	Accrued Trustmark Ins Pay
				13,828.62		
TT&S INC						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	02/22/2017	143972	Computer			
				525.00	001-3900	Printing and binding
				525.00		
Tyler Johnson						
	02/17/2017	143756	Computer			
				945.00	001-4300	Transportation costs
				945.00		
Tyler Rice						
	02/17/2017	143748	Computer			
				1,043.00	001-4300	Transportation costs
				1,043.00		
Garnishment						
	02/16/2017	143585	Computer			
				144.80	880-0000	Accrued Emp Garnishment
				144.80		
UNITED HEALTHCARE INSURANCE CO						
	02/22/2017	143973	Computer			
				36,823.08	001-5300	Allocation Acct-Medical Administrative Costs
				36,823.08		
UNITED PARCEL SERVICE INC						
	02/22/2017	143974	Computer			
				12.54	001-0000	A/R-Other-not on aging report
				25.56	001-4300	Postage/shipping charges
				38.10		
UPSTART PRODUCTS INC						
	02/22/2017	143975	Computer			
				1,775.00	449-4924	Supplies-Chemicals
				1,775.00		
US HEALTHWORKS MEDICAL GROUP OF FL INC						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	02/22/2017	143976	Computer			
				23.00	001-2300	Employment testing services
				23.00	001-3900	Payroll-Non-pension qualified
				23.00	001-4300	Employment testing services
				23.00	001-5100	Employment testing services
				23.00	001-5500	Employment testing services
				23.00	001-7500	Employment testing services
				23.00	001-7532	Employment testing services
				11.50	440-0100	Employment testing services
				11.50	440-0200	Employment testing services
				184.00		
Vanessa Moodley						
	02/17/2017	143763	Computer			
				1,157.00	001-4300	Transportation costs
				1,157.00		
VERIZON WIRELESS						
	02/22/2017	143977	Computer			
				140.90	001-1100	Communications
				46.48	001-5400	Communications
				187.38		
	02/22/2017	143978	Computer			
				252.49	001-4400	Communications
				252.49		
	02/22/2017	143979	Computer			
				815.29	440-0100	Communications
				815.29	440-0200	Communications
				1,630.58		
	02/22/2017	143980	Computer			
				354.00	001-4300	Communications
				354.00		

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	02/22/2017	143981	Computer			
				265.73	001-5100	Communications
				265.73		
Victor Delarosa						
	02/17/2017	143610	Computer			
				28.00	001-4300	Transportation costs
				28.00		
Garnishment						
	02/16/2017	143580	Computer			
				344.82	880-0000	Accrued Emp Garnishment
				344.82		
Vigny Corneille						
	02/17/2017	143658	Computer			
				679.00	001-4300	Transportation costs
				679.00		
Vincent Cicione						
	02/17/2017	143649	Computer			
				2,068.00	001-4300	Transportation costs
				2,068.00		
Walt MacDonald						
	02/17/2017	143737	Computer			
				457.00	001-4300	Transportation costs
				457.00		
Walter Volz						
	02/17/2017	143630	Computer			
				14.00	001-4300	Transportation costs
				14.00		
Warren Hunt						
	02/17/2017	143686	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				545.00	001-4300	Transportation costs
				545.00		
WEEKLEY ASPHALT PAVING INC						
	02/22/2017	143982	Computer			
				316.63	001-7500	R/M-Grounds
				55.88	113-1300	R/M Streets
				515.54	440-0100	R/M-Grounds
				888.05		
WELLS FARGO FINANCIAL LEASING INC						
	02/22/2017	143983	Computer			
				99.00	001-1903	R/M-Maintenance contract
				99.00	001-2700	R/M-Maintenance contract
				198.00		
William Lee						
	02/17/2017	143623	Computer			
				1,656.00	001-4300	Transportation costs
				1,656.00		
WURTH USA INC						
	02/22/2017	143984	Computer			
				290.65	001-4300	Tools/Under threshold furn/equip
				290.65		
AIG Retirement						
	02/17/2017	W00000000000213045	Manual			
				44,108.77	880-0000	Accrued Deferred Comp
				6,644.54	880-0000	Accrued Deferred Comp Loan Payment
				50,753.31		
Garnishment						
	02/17/2017	W00000000000213259	Manual			
				31.50	001-2700	Outside service fees

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				4,897.00	880-0000	Accrued Emp Garnishment
				4,928.50		
FRATERNAL ORDER OF POLICE LODGE 31						
	02/17/2017	W00000000000213046	Manual			
				-7.85	001-0000	Misc-Other Misc revenue-Other
				3,455.00	880-0000	Accrued FOP Dues Pay
				3,447.15		
General Employees Pension Fund						
	02/17/2017	W00000000000213257	Manual			
				72,159.62	880-0000	Accrued General Employees' Retirement Pa
				72,159.62		
GUIDANT MANAGEMENT GROUP LLC						
	02/17/2017	W00000000000213258	Manual			
				6,741.47	449-0000	Tips Payable
				3,110.76	449-4920	Outside service fees
				1,938.00	449-4921	Outside service fees
				14,465.60	449-4922	Outside service fees
				12,903.09	449-4923	Outside service fees
				19,702.34	449-4924	Outside service fees
				58,861.26		
Police Pension Fund						
	02/17/2017	W00000000000213047	Manual			
				33,489.90	880-0000	Accrued Police Retirement Pay
				33,489.90		
UNITED HEALTHCARE						
	02/17/2017	W00000000000213044	Manual			
				177,343.62	001-5300	Allocation Acct-Medical Claims
				177,343.62		
WHH SOLUTIONS LLC						
	02/17/2017	00000000000213260	Manual			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				7,500.00	001-3900	Consultants
				7,500.00		

Sum of Computer Checks	**944,374.96**
Sum of Manual Checks	**408,483.36**
Total	**1,352,858.32**

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

City of Plantation

Check & Payment Register Fund Summary

Check Dates 2/16/2017 to 2/22/2017

Fund	Fund Name	Computer Checks	Manual Checks	Credits	Total
001	General Fund	650,382.02	184,867.27	-8,198.31	827,050.98
108	Library Board	2,648.39			2,648.39
113	Road and Traffic Control	1,110.41		-24.66	1,085.75
115	Community Dev Block Grant	450.00			450.00
405	Series 2013 Utility Sys Rev Nt	38,679.80			38,679.80
440	Utility Operations	196,598.99		-205.56	196,393.43
449	Plantation Preserve	44,318.25	58,861.26		103,179.51
460	Stormwater	786.21			786.21
880	Pooled Cash & Investments	17,829.42	164,754.83		182,584.25
		952,803.49	**408,483.36**	**-8,428.53**	**1,352,858.32**

City of Plantation
Checks by Third Party Administrator
Check Dates 2/16/2017 to 2/22/2017

Fund/Dept	Description	Debit	Credit
001-5300	Allocation Acct-Dental Claims	11,416.70	
001-5300	Allocation Acct-Worker's comp claims	56,568.66	
880-0000	Cash-SunTrust Insurance #3255		67,985.36
		67,985.36	**67,985.36**

City of Plantation
Payroll Summary By Fund/Department
Check Dates 2/16/2017 to 2/22/2017

Fund		Department		Gross Wages	Deductions	Net Wages
001	General Fund	1100	Mayor / Administration	23,625.77	7,455.74	16,170.03
001	General Fund	1500	City Clerk	11,470.40	3,796.71	7,673.69
001	General Fund	1903	Fin Svcs-Finance & Accounting	35,616.12	11,298.70	24,317.42
001	General Fund	2300	Information Technology	44,718.66	15,633.73	29,084.93
001	General Fund	2700	Human Resources	20,378.17	6,582.39	13,795.78
001	General Fund	3505	Development Svcs - PZED	32,689.36	10,841.29	21,848.07
001	General Fund	3900	Police	756,372.85	248,449.07	507,923.78
001	General Fund	4300	Fire	61,767.31	21,819.87	39,947.44
001	General Fund	4400	Fire/Rescue	187,114.73	60,845.13	126,269.60
001	General Fund	4700	Building	57,267.42	18,436.51	38,830.91
001	General Fund	5100	Engineering	24,295.55	7,689.69	16,605.86
001	General Fund	5400	Risk Management	5,359.98	1,816.86	3,543.12
001	General Fund	5500	Public Works	116,072.61	33,888.77	82,183.84
001	General Fund	5900	Landscaping	26,229.32	7,526.12	18,703.20
001	General Fund	6711	Central Svcs-Crafts	24,811.63	7,946.05	16,865.58
001	General Fund	6712	Central Svcs-Facilities Maint.	11,720.77	3,247.49	8,473.28
001	General Fund	7100	Library	21,195.87	6,700.14	14,495.73
001	General Fund	7300	Historical Musuem	2,109.12	487.32	1,621.80
001	General Fund	7500	Parks and Recreation	150,286.76	44,384.04	105,902.72
001	General Fund	7531	Parks & Rec-Tennis Complex	7,561.70	1,925.20	5,636.50
001	General Fund	7532	Parks & Rec-Aquatics Complex	20,357.53	4,406.45	15,951.08
001	General Fund	7533	Parks & Rec-Equestrian Center	3,908.34	1,191.70	2,716.64
113	Road and Traffic Control	1300	Road and Traffic Control	9,280.57	3,446.79	5,833.78
115	Community Dev Block Grant	6600	Community Dev Block Grant	2,598.26	881.60	1,716.66
440	Utility Operations	0100	Water Services	44,311.43	12,296.03	32,015.40

City of Plantation
Payroll Summary By Fund/Department
Check Dates 2/16/2017 to 2/22/2017

Fund		Department		Gross Wages	Deductions	Net Wages
440	Utility Operations	0200	Wastewater Services	27,281.61	7,713.78	19,567.83
440	Utility Operations	0300	Water/Wastewater Combined Serv	125,919.44	35,835.88	90,083.56
460	Stormwater	5200	Stormwater Drainage	7,433.08	2,674.98	4,758.10
				1,861,754.36	**589,218.03**	**1,272,536.33**

City of Plantation
Payroll Summary By Fund
Check Dates 2/16/2017 to 2/22/2017

Fund		Gross Wages	Deductions	Net Wages
001	General Fund	1,644,929.97	526,368.97	1,118,561.00
113	Road and Traffic Control	9,280.57	3,446.79	5,833.78
115	Community Dev Block Grant	2,598.26	881.60	1,716.66
440	Utility Operations	197,512.48	55,845.69	141,666.79
460	Stormwater	7,433.08	2,674.98	4,758.10
		1,861,754.36	**589,218.03**	**1,272,536.33**

City of Plantation

Computer Check Register

Check Dates 2/23/2017 to 3/1/2017

Check	Vendor	Amount	Check Date
144389	ACTION GATOR TIRE	2,101.60	03/01/2017
144390	ACUSHNET CO TITLEIST & FOOTJOY	4,498.08	03/01/2017
144391	ADVANCED FIRE & SECURITY INC	65.00	03/01/2017
144392	ALLIED UNIVERSAL CORPORATION	5,213.67	03/01/2017
144393	ALLSTATE RESOURCE MANAGEMENT INC	2,227.00	03/01/2017
144395	AMERICAN HERITAGE LIFE INSURANCE	190.68	03/01/2017
144394	AMERICAN PLUMBING INC	162.58	03/01/2017
144396	AMPROS TROPHY KINGS OF FLORIDA INC	50.00	03/01/2017
144397	ANDIROSY DISTRIBUTION CORP	65.43	03/01/2017
144399	ARMY NAVY OUTDOORS	276.47	03/01/2017
144400	ARS ENVIRONMENTAL INC	1,350.00	03/01/2017
144401	ASSOCIATED SALES & BAG COMPANY	142.90	03/01/2017
144404	AT&T	9,759.54	03/01/2017
144405	AT&T MOBILITY-EOD	13,916.52	03/01/2017
144403	ATLANTIC RACK & SHELVING INC	12,132.72	03/01/2017
144402	ATLANTIC RADIO TELEPHONE INC	772.35	03/01/2017
144406	AUTOMATED BUSINESS MACHINES INC	400.00	03/01/2017
144407	BENNETT AUTO SUPPLY INC	1,127.99	03/01/2017
144408	BILL2PAY	2,955.01	03/01/2017
144409	BLAST IT OFF	800.00	03/01/2017
144413	BOARD OF COUNTY COMMISSIONERS	246.00	03/01/2017
144414	BOARD OF COUNTY COMMISSIONERS	35.50	03/01/2017
144410	BOBCAT OF BROWARD	1,646.71	03/01/2017
144411	BOUND TREE MEDICAL LLC	223.23	03/01/2017
144412	BRAAS COMPANY	1,142.60	03/01/2017
144182	BRINKLEY MORGAN	41,384.46	02/27/2017
144415	BROWARD COLLEGE	40.00	03/01/2017
144416	BSN SPORTS LLC	1,195.99	03/01/2017
144417	BURKHARD'S TRACTOR & EQUIPMENT INC	34.05	03/01/2017
144418	CALLAWAY GOLF SALES COMPANY	125.63	03/01/2017
144419	CAN-AM GOLF GROUP LLC	1,866.10	03/01/2017
144421	CENTER OF MINISTERIAL FORMATION	352.50	03/01/2017
144501	CERTIFIED LABORATORIES	489.68	03/01/2017
144422	CHARD SNYDER	337.50	03/01/2017
144423	CHENEY BROTHERS INC	1,902.02	03/01/2017
144490	CHRISTINE MARTINS	108.00	03/01/2017
144424	CINTAS CORPORATION NO 017	1,230.35	03/01/2017

City of Plantation

Computer Check Register

Check Dates 2/23/2017 to 3/1/2017

Check	Vendor	Amount	Check Date
144425	COAST PUMP WATER TECHNOLOGIES	270.32	03/01/2017
144442	COCA-COLA REFRESHMENTS USA INC	516.44	03/01/2017
144426	COMCAST	105.23	03/01/2017
144427	COMCAST	220.78	03/01/2017
144428	COMMUNITY REDEVELOPMENT ASSOC OF FL INC	4,440.00	03/01/2017
144435	CONNIE EARLE	225.00	03/01/2017
144429	CONTAINER SYSTEMS & EQUIPMENT CO INC	104.37	03/01/2017
144525	CRAIG P ROGERS	600.00	03/01/2017
144430	DANIELS, RODRIGUEZ, BERKELEY,	15,000.00	03/01/2017
144431	DEBBIE MCKEEVER - PETTY CASH	92.56	03/01/2017
144454	DEBORAH GELLER	57.00	03/01/2017
144432	DECEPTION CONTROL INC	482.00	03/01/2017
144433	DIAMOND R FERTILIZER CO INC	213.00	03/01/2017
144434	DIVE RESCUE INTERNATIONAL INC	9,291.35	03/01/2017
144567	DIVE RESCUE INTERNATIONAL INC	6,800.00	03/01/2017
144436	EDCO AWARDS & SPECIALTIES	559.92	03/01/2017
144437	EDJ SERVICE LLC	24,607.94	03/01/2017
144438	EDWARD DON & COMPANY	329.82	03/01/2017
144440	FIBER CONSULTANTS LLC	41.25	03/01/2017
144445	FL COASTAL CONSTRUCTION & DEVELOPMENT INC	899.26	03/01/2017
144447	FL SUPERIOR SAND INC	1,558.24	03/01/2017
144443	FLORIDA DETROIT DIESEL - ALLISON	10,609.92	03/01/2017
144446	FLORIDA POWER & LIGHT COMPANY	287,685.55	03/01/2017
144444	FLORIDA SIDEWALK SOLUTIONS LLC	5,520.30	03/01/2017
144448	FLORIDA WATER PRODUCTS INC	771.44	03/01/2017
144449	FORTILIINE INC	2,507.32	03/01/2017
144452	FUTURE TELECOM SOLUTIONS INC	41.25	03/01/2017
144453	GABRIEL ROEDER SMITH & CO	2,000.00	03/01/2017
144456	GLOBAL GOLF SALES INC	489.60	03/01/2017
144457	GLOBAL TRADING INC	4,160.00	03/01/2017
144455	GORDON FOOD SERVICE	592.90	03/01/2017
144458	GRAINGER	240.09	03/01/2017
144459	GRANICUS INC	480.00	03/01/2017
144460	GRAYBAR	6,926.00	03/01/2017
144461	GREEN THUMB LAWN & GARDEN LLC	583.71	03/01/2017
144563	GREGORY WALTERS	115.00	03/01/2017
144515	GUIDANT MANAGEMENT GROUP LLC	18,837.61	03/01/2017
000324	HAZEN & SAWYER PC	43,132.01	03/01/2017

City of Plantation

Computer Check Register

Check Dates 2/23/2017 to 3/1/2017

Check	Vendor	Amount	Check Date
144463	HAZEN & SAWYER PC	6,986.53	03/01/2017
144547	HECTOR TURF	1,617.35	03/01/2017
144464	HOME DEPOT CREDIT SERVICES	272.27	03/01/2017
144465	HOSELINE INC	497.66	03/01/2017
144466	HOWARD FERTILIZER & CHEMICAL CO INC	983.68	03/01/2017
144468	HYDRO-STAT INC	48.50	03/01/2017
144469	IMAGE360 HOLLYWOOD FL	856.00	03/01/2017
144470	INGRAM LIBRARY SERVICES	272.22	03/01/2017
144471	INSTRUMENT SPECIALTIES INC	3,963.05	03/01/2017
144472	INTERIM HEALTHCARE	250.00	03/01/2017
144473	JACKSON LAND DEVELOPMENT LLC	8,927.07	03/01/2017
144475	JAMES JOYCE CONSTRUCTION CORP	38,500.00	03/01/2017
144462	JAMES R HAMILTON	1,709.35	03/01/2017
144476	JIS CONSTRUCTION MANAGEMENT INC	528.87	03/01/2017
144568	JOHN FEENEY	133.00	03/01/2017
144569	JOHN FEENEY	269.99	03/01/2017
144570	JOHN FEENEY	1,112.86	03/01/2017
144494	JOSEPH JAMES MERCOGLIANO	210.00	03/01/2017
144477	KAMAN INDUSTRIAL TECHNOLOGIES CORP.	68.41	03/01/2017
144420	KATHLEEN CARTER	1,501.54	03/01/2017
144478	KATOM RESTAURANT SUPPLY INC	6,272.55	03/01/2017
144479	KCM MACHINE SHOP OF BROWARD COUNTY	617.50	03/01/2017
144480	KIDOKINETICS	504.00	03/01/2017
144481	KIMBALL MIDWEST	307.65	03/01/2017
144482	KONICA MINOLTA BUSINESS SOLUTIONS	464.02	03/01/2017
144485	L & L DISTRIBUTORS INC	687.98	03/01/2017
144181	LAW OFFICES OF DAVID A FRANKEL P.A. IOTA	20,000.00	02/23/2017
144484	LEHIGH OUTFITTERS LLC	99.89	03/01/2017
144486	LOU BACHRODT FREIGHTLINER	914.31	03/01/2017
144487	LUKES HEAVY TRUCKS & EQUIPMENT	855.17	03/01/2017
144492	M & B ENVIRONMENTAL SOLUTIONS INC	7,848.52	03/01/2017
144496	M & H AUTOMOTIVE INC	1,425.84	03/01/2017
144489	MACMILLAN OIL COMPANY LLC	1,063.54	03/01/2017
144179	MARY TAFEL BARTH	138.00	02/23/2017
144491	MASSEY YARDLEY DODGE CHRYSLER JEEP RAM	216.98	03/01/2017
144467	MELISSA HURT- Petty Cash	71.48	03/01/2017
144493	MELROSE SUPPLY & SALES CORP	394.48	03/01/2017
144495	MERGENT INC	999.00	03/01/2017

City of Plantation

Computer Check Register

Check Dates 2/23/2017 to 3/1/2017

Check	Vendor	Amount	Check Date
144497	MIAMI PARTNERS LLC	232.00	03/01/2017
144518	MICHELLE RATTHE dba	672.00	03/01/2017
144498	MICROMARKETING LLC	42.97	03/01/2017
144450	Mitchell F. Fraska, III	997.69	03/01/2017
144499	MUNICIPAL SAFETY SERVICES, INC.	824.50	03/01/2017
144500	NASON, YEAGER, GERSON, WHITE & LIOCE PA	3,244.76	03/01/2017
144502	NOVA HIGH SCHOOL BASEBALL BOOSTER CLUB	500.00	03/01/2017
144503	NU-TURF LAWN & GARDEN	261.00	03/01/2017
144504	OFFICE DEPOT INC	170.06	03/01/2017
144506	PALM TRUCK CENTERS INC	779.41	03/01/2017
144488	PATRICA M MACGOVERN	180.00	03/01/2017
144507	PERDIATRIC EMERGENCY STANDARDS INC	95.00	03/01/2017
144508	PHIL SMITH CHEVROLET	429.65	03/01/2017
144509	PHYSIO-CONTROL INC	28,731.60	03/01/2017
144510	PINK PUSSYCAT FLOWER SHOP INC	48.50	03/01/2017
144511	PINNACLE PEAK HOLDING CORPORATION	253.59	03/01/2017
144513	PLUSCO SUPPLY CORP	1,697.63	03/01/2017
144514	PREFERRED IDENTITY PLAN	190.00	03/01/2017
144483	PREFERRED LEGAL PLAN	1,034.80	03/01/2017
144516	PUBLIX SUPERMARKETS INC	51.12	03/01/2017
144517	PUKKA INC	266.40	03/01/2017
144519	REGGAEFIT LLC	155.35	03/01/2017
144520	RELIANCE STANDARD LIFE INSURANCE CO	13,398.67	03/01/2017
144521	RESIDEX LLC	760.00	03/01/2017
144522	REV RTC INC dba HALL-MARK RTC	292.31	03/01/2017
144523	REXEL INC	392.81	03/01/2017
144451	Richard Montalvo	85.50	03/01/2017
144524	RITZ SAFETY LLC	43.23	03/01/2017
144526	ROSDHAL DISTRIBUTORS LLC	21.00	03/01/2017
144527	Ryder Welding Service Inc	360.00	03/01/2017
144528	SAFETY PRODUCTS INC	80.36	03/01/2017
144529	SAFETY-KLEEN SYSTEMS INC	337.50	03/01/2017
144530	SAWGRASS FORD INC	432.13	03/01/2017
144531	SEVEN C'S LINEN SERVICE	430.80	03/01/2017
144533	SHERIFF OF BROWARD COUNTY	5,251.31	03/01/2017
144474	SHERRY JACKSON	500.00	03/01/2017
144534	SHERWIN WILLIAMS COMPANY	308.31	03/01/2017
144535	SHOW TURF LLC	32,090.06	03/01/2017

City of Plantation

Computer Check Register

Check Dates 2/23/2017 to 3/1/2017

Check	Vendor	Amount	Check Date
144398	SILVIA A MOUSA dba AQUATIC ACADEMY LLC	1,092.70	03/01/2017
144536	SITEONE LANDSCAPE SUPPLY LLC	4,640.00	03/01/2017
144537	SOFI CORPORATION	350.00	03/01/2017
144532	SOUTH FLORIDA CHAPTER INTL' PUBLIC MANAGEMEN	50.00	03/01/2017
144538	SRT SUPPLY INC	1,319.20	03/01/2017
144539	STAPLES ADVANTAGE	1,488.95	03/01/2017
144439	STEVEN E EISENBERG P A	240.00	03/01/2017
144540	SUMMIT SECURITY ALARM	993.00	03/01/2017
144541	SUN-SENTINEL COMPANY LLC	1,022.50	03/01/2017
144542	SUPPLYWORKS	376.23	03/01/2017
144543	SUREALTY TITLE INC	125.00	03/01/2017
144544	SYNALOVSKI ROMANIK SAYE LLC	4,342.75	03/01/2017
144545	TANK DEPOT	238.00	03/01/2017
144546	TEN-8 FIRE EQUIPMENT INC	1,464.49	03/01/2017
144548	TIPSY SALON BAR	41.25	03/01/2017
144549	TOTAL TRUCK PARTS INC	138.96	03/01/2017
144550	TRIBRIDGE HOLDINGS LLC	416.25	03/01/2017
144551	TRULY NOLEN OF AMERICA INC	423.00	03/01/2017
144552	TT&S INC	75.00	03/01/2017
144556	ULTRA MARKETING INC	291.60	03/01/2017
144557	UNITED FIRE PROTECTION INC	891.00	03/01/2017
144559	UNITED HEALTHCARE INSURANCE CO - BP	58,525.15	03/01/2017
144558	UNITED PARCEL SERVICE INC	261.81	03/01/2017
144560	UNITED REALTY GROUP	82.50	03/01/2017
144561	UNIVENTURE INC	163.35	03/01/2017
144562	WALMART COMMUNITY	202.98	03/01/2017
144564	WASTEWATER SOLUTIONS LLC	1,439.22	03/01/2017
144505	WINDSTREAM AND/OR PAETEC COMMUNICATIONS	2,167.69	03/01/2017
		851,768.90	

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Manual Check Register
Posted Dates 2/23/2017 to 3/1/2017

Payment	Vendor	Amount	Posting Date
W00000000000213904	UNITED HEALTHCARE	386,845.40	02/23/2017
		386,845.40	

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Check & Credit Register Detail
Check Dates 2/23/2017 to 3/1/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
ACTION GATOR TIRE						
	03/01/2017	144389	Computer			
				2,061.61	001-0000	Inventory-Garage
				39.99	001-3900	R/M-Tires
				2,101.60		
ACUSHNET CO TITLEIST & FOOTJOY						
	03/01/2017	144390	Computer			
				4,498.08	449-0000	Inventory-Pro Shop Merchandise
				4,498.08		
ADVANCED FIRE & SECURITY INC						
	03/01/2017	144391	Computer			
				65.00	449-4920	R/M-Maintenance contract
				65.00		
ALLIED UNIVERSAL CORPORATION						
	03/01/2017	144392	Computer			
				2,600.36	440-0100	Supplies-Chemicals
				2,613.31	440-0200	Supplies-Chemicals
				5,213.67		
ALLSTATE RESOURCE MANAGEMENT INC						
	03/01/2017	144393	Computer			
				2,102.00	001-7500	R/M-Maintenance contract
				125.00	440-0200	R/M-Grounds
				2,227.00		
AMERICAN HERITAGE LIFE INSURANCE						
	03/01/2017	144395	Computer			
				190.68	880-0000	Accrued Life(Critical Illness)
				190.68		
AMERICAN PLUMBING INC						
	03/01/2017	144394	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				162.58	001-7500	R/M-Structures
				162.58		
AMPROS TROPHY KINGS OF FLORIDA INC						
	03/01/2017	144396	Computer			
				50.00	001-1100	Promotional materials/services
				50.00		
ANDIROSY DISTRIBUTION CORP						
	03/01/2017	144397	Computer			
				65.43	449-0000	Inventory-Groceries
				65.43		
ARMY NAVY OUTDOORS						
	03/01/2017	144399	Computer			
				76.49	001-5500	Supplies-Uniforms/Protective gear
				99.99	001-5900	Supplies-Uniforms/Protective gear
				99.99	001-6711	Supplies-Uniforms/Protective gear
				276.47		
ARS ENVIRONMENTAL INC						
	03/01/2017	144400	Computer			
				1,000.00	114-0000	Minor home repair/weatherization
				350.00	115-6600	Housing rehabilitation
				1,350.00		
ASSOCIATED SALES & BAG COMPANY						
	03/01/2017	144401	Computer			
				142.90	001-4400	Supplies/Materials-Expendable
				142.90		
AT&T						
	03/01/2017	144404	Computer			
				-2.92	001-0000	Accounts Payable-various
				29.11	001-3505	Communications
				7,287.59	001-3900	Communications

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				558.79	001-4300	Communications
				29.11	001-4700	Communications
				29.10	001-5100	Communications
				43.66	001-5500	Communications
				430.62	001-6712	Communications
				623.91	001-7500	Communications
				21.83	001-7531	Communications
				87.32	001-7533	Communications
				155.99	440-0100	Communications
				287.29	440-0200	Communications
				178.14	449-4920	Communications
				9,759.54		
AT&T MOBILITY-EOD						
	03/01/2017	144405	Computer			
				13,356.66	001-2300	Communications
				279.93	440-0100	Communications
				279.93	440-0200	Communications
				13,916.52		
ATLANTIC RACK & SHELVING INC						
	03/01/2017	144403	Computer			
				12,132.72	001-3900	Capital Outlay: Machinery and Equipment
				12,132.72		
ATLANTIC RADIO TELEPHONE INC						
	03/01/2017	144402	Computer			
				102.98	001-1100	Communications
				205.96	001-3900	Communications
				257.45	001-4300	Communications
				205.96	001-5500	Communications
				772.35		
AUTOMATED BUSINESS MACHINES INC						
	03/01/2017	144406	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				400.00	001-4700	R/M-Maintenance contract
				400.00		
BENNETT AUTO SUPPLY INC						
	02/28/2017	10CN026764	Credit			
				-40.00	001-4300	R/M-Vehicles
				-40.00		
	02/28/2017	10CN027243	Credit			
				-10.71	001-3900	R/M-Vehicles
				-10.71		
	03/01/2017	144407	Computer			
				642.85	001-0000	Inventory-Garage
				1.24	001-1903	R/M-Tires
				1.24	001-2300	R/M-Tires
				1.24	001-2700	R/M-Tires
				1.24	001-3505	R/M-Tires
				21.42	001-3900	R/M-Vehicles
				278.57	001-4300	R/M-Vehicles
				1.24	001-4700	R/M-Tires
				57.08	001-4700	R/M-Vehicles
				1.23	001-4800	R/M-Tires
				1.24	001-5100	R/M-Tires
				1.23	001-5500	R/M-Tires
				80.18	001-5500	R/M-Vehicles
				1.23	001-5900	R/M-Tires
				1.23	001-6711	R/M-Tires
				1.23	001-6712	R/M-Tires
				1.23	001-7500	R/M-Tires
				1.23	001-7533	R/M-Tires
				54.16	113-1300	R/M-Equipment
				1.24	113-1300	R/M-Tires
				0.62	440-0100	R/M Tires
				6.37	440-0100	R/M-Vehicles

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				0.62	440-0200	R/M Tires
				6.37	440-0200	R/M-Vehicles
				1.23	449-4924	R/M-Tires
				1.23	460-5200	R/M-Tires
				1,167.99		
BILL2PAY						
	03/01/2017	144408	Computer			
				1,477.51	440-0100	Misc contractual services
				1,477.50	440-0200	Misc contractual services
				2,955.01		
BLAST IT OFF						
	03/01/2017	144409	Computer			
				800.00	440-0200	R/M-Equipment
				800.00		
BOARD OF COUNTY COMMISSIONERS						
	03/01/2017	144413	Computer			
				30.00	001-1903	Advertising
				216.00	001-3900	Advertising
				246.00		
	03/01/2017	144414	Computer			
				35.50	001-6712	Capital Outlay: Improvements
				35.50		
BOBCAT OF BROWARD						
	03/01/2017	144410	Computer			
				1,646.71	001-5900	R/M-Equipment
				1,646.71		
BOUND TREE MEDICAL LLC						
	03/01/2017	144411	Computer			
				223.23	001-4400	Supplies-Medical

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				223.23		
	02/28/2017	70238001	Credit			
				-222.99	001-4400	Supplies-Medical
				-222.99		
	02/28/2017	70238540	Credit			
				-90.98	001-4400	Supplies-Medical
				-90.98		
BRAAS COMPANY						
	03/01/2017	144412	Computer			
				1,142.60	440-0200	R/M-Equipment
				1,142.60		
BRINKLEY MORGAN						
	02/27/2017	144182	Computer			
				2,000.00	001-1100	Consultants-Retainer
				4,757.06	001-1100	Consultative services
				1,963.95	001-1903	Litigation fees
				3,057.56	001-3505	Litigation fees
				3,437.63	001-3900	Litigation fees
				492.08	001-4300	Litigation fees
				21.63	001-4700	Litigation fees
				21.63	001-5100	Litigation fees
				832.76	001-5400	Outside fees-Insuranc
				64.89	001-7500	Litigation fees
				2,403.11	001-8850	Litigation fees
				14,285.00	001-8852	Consultative services
				7,393.32	001-8852	Litigation fees
				326.92	440-0100	Litigation fees
				326.92	440-0200	Litigation fees
				41,384.46		
BROWARD COLLEGE						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	03/01/2017	144415	Computer			
				40.00	001-3900	Personnel Training-2nd dollar
				40.00		
BSN SPORTS LLC						
	03/01/2017	144416	Computer			
				1,195.99	001-7500	Capital Outlay: Machinery and Equipment
				1,195.99		
BURKHARD'S TRACTOR & EQUIPMENT INC						
	03/01/2017	144417	Computer			
				34.05	001-5500	R/M-Equipment
				34.05		
CALLAWAY GOLF SALES COMPANY						
	03/01/2017	144418	Computer			
				125.63	449-0000	Inventory-Pro Shop Merchandise
				125.63		
CAN-AM GOLF GROUP LLC						
	03/01/2017	144419	Computer			
				1,866.10	449-0000	Commissions Payable - Canadian Wholesale
				1,866.10		
CENTER OF MINISTERIAL FORMATION						
	03/01/2017	144421	Computer			
				352.50	001-0000	Refunds-Accela System
				352.50		
CERTIFIED LABORATORIES						
	03/01/2017	144501	Computer			
				244.84	440-0100	Supplies/Materials-Expendable
				244.84	440-0200	Supplies/Materials-Expendable
				489.68		
CHARD SNYDER						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	03/01/2017	144422	Computer			
				337.50	001-5300	Allocation Acct-Medical Administrative Costs
				337.50		
CHENEY BROTHERS INC						
	03/01/2017	144423	Computer			
				1,674.59	449-0000	Inventory-Groceries
				111.87	449-4922	Supplies-Fuel
				115.56	449-4923	Supplies/Materials-Expendable
				1,902.02		
CHRISTINE MARTINS						
	03/01/2017	144490	Computer			
				108.00	001-4300	Food and shelter
				108.00		
CINTAS CORPORATION NO 017						
	03/01/2017	144424	Computer			
				6.60	001-4300	R/M-Vehicles
				117.65	001-7500	Supplies-Janitorial
				553.35	001-7500	Supplies-Uniforms/Protective gear
				276.84	440-0100	Supplies-Uniforms/Protective gear
				16.50	440-0100	Waste disposal
				162.06	440-0200	Supplies-Uniforms/Protective gear
				16.50	440-0200	Waste disposal
				80.85	449-4924	Rentals
				1,230.35		
COAST PUMP WATER TECHNOLOGIES						
	03/01/2017	144425	Computer			
				270.32	001-7500	R/M-Grounds
				270.32		
COCA-COLA REFRESHMENTS USA INC						
	03/01/2017	144442	Computer			
				516.44	449-0000	Inventory-Groceries

City of Plantation
Check & Credit Register Detail
Check Dates 2/23/2017 to 3/1/2017

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				516.44		
COMCAST						
	03/01/2017	144426	Computer			
				105.23	001-3900	R/M-Maintenance contract
				105.23		
	03/01/2017	144427	Computer			
				220.78	001-7500	Communications
				220.78		
COMMUNITY REDEVELOPMENT ASSOC OF FL INC						
	03/01/2017	144428	Computer			
				2,190.00	114-0000	Consultants
				2,250.00	115-6600	Housing rehabilitation
				4,440.00		
CONNIE EARLE						
	03/01/2017	144435	Computer			
				225.00	115-6600	Public services
				225.00		
CONTAINER SYSTEMS & EQUIPMENT CO INC						
	03/01/2017	144429	Computer			
				104.37	460-5200	R/M-Vehicles
				104.37		
CRAIG P ROGERS						
	03/01/2017	144525	Computer			
				600.00	001-3900	Litigation fees
				600.00		
DANIELS, RODRIGUEZ, BERKELEY,						
	03/01/2017	144430	Computer			
				15,000.00	001-5400	Uninsured liability claims

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				15,000.00		
DEBBIE MCKEEVER - PETTY CASH						
	03/01/2017	144431	Computer			
				8.85	440-0100	Supplies/Equipment - Laboratory
				8.85	440-0200	Supplies/Equipment - Laboratory
				74.86	440-0200	Transportation costs
				92.56		
DEBORAH GELLER						
	03/01/2017	144454	Computer			
				57.00	001-3900	Personnel Training-Non 2nd dollar
				57.00		
DECEPTION CONTROL INC						
	03/01/2017	144432	Computer			
				26.60	001-2300	Employment testing services
				57.30	001-2700	Employment testing services
				133.00	001-4300	Employment testing services
				26.60	001-5500	Employment testing services
				13.30	001-7100	Employment testing services
				39.90	001-7500	Employment testing services
				26.60	001-7531	Employment testing services
				52.30	001-7532	Employment testing services
				13.30	001-7533	Employment testing services
				19.95	440-0100	Employment testing services
				19.95	440-0200	Employment testing services
				13.30	449-4922	Outside service fees
				39.90	449-4924	Outside service fees
				482.00		
DIAMOND R FERTILIZER CO INC						
	03/01/2017	144433	Computer			
				213.00	449-4924	Supplies-Chemicals

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				213.00		
DIVE RESCUE INTERNATIONAL INC						
	03/01/2017	144434	Computer			
				9,291.35	001-4400	Capital Outlay: Machinery and Equipment
				9,291.35		
	03/01/2017	144567	Computer			
				6,800.00	001-0000	Suspense
				6,800.00		
EDCO AWARDS & SPECIALTIES						
	03/01/2017	144436	Computer			
				559.92	001-7500	Supplies-Athletic programs
				559.92		
EDJ SERVICE LLC						
	03/01/2017	144437	Computer			
				24,607.94	001-7500	R/M-Maintenance contract
				24,607.94		
EDWARD DON & COMPANY						
	03/01/2017	144438	Computer			
				94.70	449-4922	Supplies/Materials-Expendable
				28.00	449-4922	Supplies-Fuel
				207.12	449-4922	Supplies-Janitorial
				329.82		
FIBER CONSULTANTS LLC						
	03/01/2017	144440	Computer			
				41.25	001-0000	Refunds-Accela System
				41.25		
FL COASTAL CONSTRUCTION & DEVELOPMENT INC						
	03/01/2017	144445	Computer			
				899.26	001-0000	Refunds-Accela System

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				899.26		
FL SUPERIOR SAND INC						
	03/01/2017	144447	Computer			
				1,558.24	001-7500	R/M-Grounds
				1,558.24		
FLORIDA DETROIT DIESEL - ALLISON						
	03/01/2017	144443	Computer			
				10,609.92	001-4300	R/M-Vehicles
				10,609.92		
FLORIDA POWER & LIGHT COMPANY						
	03/01/2017	144446	Computer			
				8,048.91	001-3900	Electricity
				6,087.40	001-4300	Electricity
				5,730.62	001-5500	Electricity
				12,611.79	001-6712	Electricity
				1,574.87	001-7100	Electricity
				618.90	001-7300	Electricity
				46,244.90	001-7500	Electricity
				2,948.17	001-7531	Electricity
				3,080.77	001-7532	Electricity
				1,812.52	001-7533	Electricity
				64,476.37	113-1300	Street/traffic lights
				54,355.28	440-0100	Electricity
				73,566.66	440-0200	Electricity
				3,258.74	449-4922	Electricity
				3,269.65	449-4924	Electricity
				287,685.55		
FLORIDA SIDEWALK SOLUTIONS LLC						
	03/01/2017	144444	Computer			
				5,520.30	113-1300	R/M-Walkways

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				5,520.30		
FLORIDA WATER PRODUCTS INC						
	03/01/2017	144448	Computer			
				771.44	001-7532	Supplies-Chemicals
				771.44		
FORTILIINE INC						
	03/01/2017	144449	Computer			
				2,507.32	440-0100	R/M-Equipment
				2,507.32		
FUTURE TELECOM SOLUTIONS INC						
	03/01/2017	144452	Computer			
				41.25	001-0000	Refunds-Accela System
				41.25		
GABRIEL ROEDER SMITH & CO						
	03/01/2017	144453	Computer			
				2,000.00	001-1903	Consultants
				2,000.00		
GLOBAL GOLF SALES INC						
	03/01/2017	144456	Computer			
				489.60	449-0000	Inventory-Pro Shop Merchandise
				489.60		
GLOBAL TRADING INC						
	03/01/2017	144457	Computer			
				1,580.00	001-5500	Supplies-Uniforms/Protective gear
				500.00	001-6711	Supplies-Uniforms/Protective gear
				200.00	001-6712	Supplies-Uniforms/Protective gear
				795.00	001-7500	Supplies-Uniforms/Protective gear
				595.00	440-0100	Supplies-Uniforms/Protective gear
				490.00	440-0200	Supplies-Uniforms/Protective gear

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				4,160.00		
GORDON FOOD SERVICE						
	03/01/2017	144455	Computer			
				575.77	449-0000	Inventory-Groceries
				17.13	449-4922	Supplies/Materials-Expendable
				592.90		
GRAINGER						
	03/01/2017	144458	Computer			
				198.73	440-0100	R/M-Equipment
				41.36	440-0200	Supplies/Materials-Expendable
				240.09		
GRANICUS INC						
	03/01/2017	144459	Computer			
				480.00	001-1500	R/M-Maintenance contract
				480.00		
GRAYBAR						
	03/01/2017	144460	Computer			
				6,926.00	440-0200	R/M-Equipment
				6,926.00		
GREEN THUMB LAWN & GARDEN LLC						
	03/01/2017	144461	Computer			
				209.15	001-0000	Inventory-Garage
				217.64	001-5500	R/M-Equipment
				121.98	001-5900	R/M-Equipment
				34.94	001-7500	R/M-Equipment
				583.71		
GREGORY WALTERS						
	03/01/2017	144563	Computer			
				115.00	001-0000	Refunds-Rec Trac System

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				115.00		
GUIDANT MANAGEMENT GROUP LLC						
	03/01/2017	144515	Computer			
				11,620.50	449-4920	Outside service fees
				2,138.59	449-4922	Outside service fees
				1,805.54	449-4923	Outside service fees
				3,272.98	449-4924	Outside service fees
				18,837.61		
HAZEN & SAWYER PC						
	03/01/2017	000324	Computer			
				8,533.00	405-0000	CIP - Retrofit/Replace Water Plant Generat
				34,599.01	405-0000	CIP-Regional Wastewater Treatment Plant I
				43,132.01		
	03/01/2017	144463	Computer			
				5,081.91	440-0100	Engineering
				1,904.62	440-0200	Engineering
				6,986.53		
HECTOR TURF						
	03/01/2017	144547	Computer			
				357.00	449-4923	R/M-Equipment
				1,260.35	449-4924	R/M-Vehicles
				1,617.35		
HOME DEPOT CREDIT SERVICES						
	03/01/2017	144464	Computer			
				113.82	001-7500	Supplies/Materials-Expendable
				129.91	001-7500	Tools/Under threshold furn/equip
				12.56	001-7532	Supplies/Materials-Expendable
				15.98	001-7532	Supplies-Janitorial
				272.27		
HOSELINE INC						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	03/01/2017	144465	Computer			
				497.66	001-4400	R/M-Vehicles
				497.66		
HOWARD FERTILIZER & CHEMICAL CO INC						
	03/01/2017	144466	Computer			
				983.68	449-4924	Supplies-Chemicals
				983.68		
HYDRO-STAT INC						
	03/01/2017	144468	Computer			
				48.50	001-4300	R/M-Equipment
				48.50		
IMAGE360 HOLLYWOOD FL						
	03/01/2017	144469	Computer			
				856.00	001-4300	Tools/Under threshold furn/equip
				856.00		
INGRAM LIBRARY SERVICES						
	03/01/2017	144470	Computer			
				272.22	108-0000	Capital Outlay: Books-general collections
				272.22		
INSTRUMENT SPECIALTIES INC						
	03/01/2017	144471	Computer			
				3,963.05	440-0200	R/M-Equipment
				3,963.05		
INTERIM HEALTHCARE						
	03/01/2017	144472	Computer			
				250.00	001-0000	Refunds-Accela System
				250.00		
JACKSON LAND DEVELOPMENT LLC						
	03/01/2017	144473	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				8,927.07	440-0100	R/M-Mains
				8,927.07		
JAMES JOYCE CONSTRUCTION CORP						
	03/01/2017	144475	Computer			
				38,500.00	115-6600	Housing rehabilitation
				38,500.00		
JAMES R HAMILTON						
	03/01/2017	144462	Computer			
				1,709.35	880-0000	Accounts Payable-various
				1,709.35		
JIS CONSTRUCTION MANAGEMENT INC						
	03/01/2017	144476	Computer			
				528.87	001-0000	Refunds-Accela System
				528.87		
JOHN FEENEY						
	03/01/2017	144568	Computer			
				133.00	001-0000	Suspense
				133.00		
	03/01/2017	144569	Computer			
				269.99	001-0000	Suspense
				269.99		
	03/01/2017	144570	Computer			
				1,112.86	001-0000	Suspense
				1,112.86		
JOSEPH JAMES MERCOGLIANO						
	03/01/2017	144494	Computer			
				210.00	001-3900	Food and shelter
				210.00		

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
KAMAN INDUSTRIAL TECHNOLOGIES CORP.						
	03/01/2017	144477	Computer			
				28.80	440-0100	R/M-Structures
				39.61	440-0200	R/M-Lift station-materials
				68.41		
KATHLEEN CARTER						
	03/01/2017	144420	Computer			
				1,501.54	001-7533	Outside instructors
				1,501.54		
KATOM RESTAURANT SUPPLY INC						
	03/01/2017	144478	Computer			
				6,272.55	001-7500	Capital Outlay: Machinery and Equipment
				6,272.55		
KCM MACHINE SHOP OF BROWARD COUNTY						
	03/01/2017	144479	Computer			
				617.50	001-7500	R/M-Structures
				617.50		
KIDOKINETICS						
	03/01/2017	144480	Computer			
				504.00	001-7500	Outside instructors
				504.00		
KIMBALL MIDWEST						
	03/01/2017	144481	Computer			
				35.96	001-0000	Inventory-Garage
				13.28	001-1903	R/M-Vehicles
				13.28	001-2300	R/M-Vehicles
				13.28	001-2700	R/M-Vehicles
				13.28	001-3505	R/M-Vehicles
				5.77	001-3900	R/M-Equipment
				13.27	001-3900	R/M-Vehicles
				13.27	001-4700	R/M-Vehicles

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				13.27	001-5100	R/M-Vehicles
				5.77	001-5500	R/M-Equipment
				13.26	001-5500	R/M-Vehicles
				5.77	001-5600	R/M-Equipment
				5.77	001-5900	R/M-Equipment
				13.26	001-5900	R/M-Vehicles
				5.77	001-6711	R/M-Equipment
				13.26	001-6711	R/M-Vehicles
				13.26	001-6712	R/M-Vehicles
				5.77	001-7500	R/M-Equipment
				13.26	001-7500	R/M-Vehicles
				13.26	001-7533	R/M-Vehicles
				5.77	113-1300	R/M-Equipment
				13.26	113-1300	R/M-Vehicles
				6.63	440-0100	R/M-Vehicles
				6.63	440-0200	R/M-Vehicles
				13.26	449-4924	R/M-Vehicles
				5.77	460-5200	R/M-Equipment
				13.26	460-5200	R/M-Vehicles
				307.65		
KONICA MINOLTA BUSINESS SOLUTIONS						
	03/01/2017	144482	Computer			
				218.16	001-3505	R/M-Maintenance contract
				245.86	001-4700	R/M-Maintenance contract
				464.02		
L & L DISTRIBUTORS INC						
	02/28/2017	01077880CM	Credit			
				-138.00	001-4300	R/M-Vehicles
				-138.00		
	03/01/2017	144485	Computer			
				149.50	001-0000	Inventory-Garage
				649.48	001-4300	R/M-Vehicles

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				27.00	001-4300	Tools/Under threshold furn/equip
				825.98		
LAW OFFICES OF DAVID A FRANKEL P.A. IOTA						
	02/23/2017	144181	Computer			
				20,000.00	001-5400	Outside fees-Insuranc
				20,000.00		
LEHIGH OUTFITTERS LLC						
	03/01/2017	144484	Computer			
				99.89	001-7533	Supplies-Uniforms/Protective gear
				99.89		
LOU BACHRODT FREIGHTLINER						
	03/01/2017	144486	Computer			
				158.08	001-0000	Inventory-Garage
				756.23	001-4400	R/M-Vehicles
				914.31		
LUKES HEAVY TRUCKS & EQUIPMENT						
	03/01/2017	144487	Computer			
				855.17	113-1300	R/M-Equipment
				855.17		
M & B ENVIRONMENTAL SOLUTIONS INC						
	03/01/2017	144492	Computer			
				7,848.52	440-0200	R/M-Lift station-materials
				7,848.52		
M & H AUTOMOTIVE INC						
	03/01/2017	144496	Computer			
				248.26	001-0000	Inventory-Garage
				444.41	001-3900	R/M-Vehicles
				58.76	001-4300	R/M-Vehicles
				22.28	001-4300	Supplies-Uniforms/Protective gear
				325.46	001-4300	Tools/Under threshold furn/equip

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				76.40	001-4700	R/M-Vehicles
				9.39	001-5500	Supplies/Materials-Expendable
				82.48	001-5500	Tools/Under threshold furn/equip
				29.69	001-7500	R/M-Vehicles
				9.17	113-1300	R/M-Vehicles
				2.82	440-0100	R/M-Vehicles
				2.82	440-0200	R/M-Vehicles
				42.38	449-4924	R/M-Grounds
				71.52	449-4924	Supplies-Fuel
				1,425.84		
MACMILLAN OIL COMPANY LLC						
	03/01/2017	144489	Computer			
				349.11	449-0000	Inventory-Diesel (Dyed)
				714.43	449-0000	Inventory-Gasoline
				1,063.54		
MARY TAFEL BARTH						
	02/23/2017	144179	Computer			
				138.00	001-3900	Food and shelter
				138.00		
MASSEY YARDLEY DODGE CHRYSLER JEEP RAM						
	03/01/2017	144491	Computer			
				216.98	001-3900	R/M-Vehicles
				216.98		
MELISSA HURT- Petty Cash						
	03/01/2017	144467	Computer			
				50.00	001-4700	Food and shelter
				21.48	001-4700	Supplies/Materials-Expendable
				71.48		
MELROSE SUPPLY & SALES CORP						
	03/01/2017	144493	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				394.48	449-4924	R/M-Grounds
				394.48		
MERGENT INC						
	03/01/2017	144495	Computer			
				999.00	108-0000	Capital Outlay: Books-reference
				999.00		
MIAMI PARTNERS LLC						
	03/01/2017	144497	Computer			
				232.00	001-3900	Supplies-Uniforms/Protective gear
				232.00		
MICHELLE RATTHE dba						
	03/01/2017	144518	Computer			
				672.00	001-7500	Outside instructors
				672.00		
MICROMARKETING LLC						
	03/01/2017	144498	Computer			
				42.97	108-0000	Capital Outlay: Visual aids
				42.97		
Mitchell F. Fraska, III						
	03/01/2017	144450	Computer			
				997.69	880-0000	Accounts Payable-various
				997.69		
MSC INDUSTRIAL SUPPLY CO INC						
	02/28/2017	56777797	Credit			
				-4.60	440-0100	R/M-Equipment
				-4.60	440-0200	R/M-Equipment
				-9.20		
MUNICIPAL SAFETY SERVICES, INC.						
	03/01/2017	144499	Computer			

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				412.25	440-0100	Memberships/Schools
				412.25	440-0200	Memberships/Schools
				824.50		
NASON, YEAGER, GERSON, WHITE & LIOCE PA						
	03/01/2017	144500	Computer			
				1,622.38	440-0100	Litigation fees
				1,622.38	440-0200	Litigation fees
				3,244.76		
NOVA HIGH SCHOOL BASEBALL BOOSTER CLUB						
	03/01/2017	144502	Computer			
				500.00	001-0000	Refunds-Rec Trac System
				500.00		
NU-TURF LAWN & GARDEN						
	03/01/2017	144503	Computer			
				261.00	001-7500	R/M-Grounds
				261.00		
OFFICE DEPOT INC						
	03/01/2017	144504	Computer			
				170.06	449-4920	Supplies-Office
				170.06		
PALM TRUCK CENTERS INC						
	03/01/2017	144506	Computer			
				779.41	001-4300	R/M-Vehicles
				779.41		
PATRICA M MACGOVERN						
	03/01/2017	144488	Computer			
				180.00	115-6600	Public services
				180.00		
PERDIATRIC EMERGENCY STANDARDS INC						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	03/01/2017	144507	Computer			
				95.00	001-4400	R/M-Maintenance contract
				95.00		
PHIL SMITH CHEVROLET						
	03/01/2017	144508	Computer			
				429.65	001-3900	R/M-Vehicles
				429.65		
PHYSIO-CONTROL INC						
	03/01/2017	144509	Computer			
				20,163.60	001-4400	Capital Outlay: Machinery and Equipment
				8,568.00	001-4400	R/M-Maintenance contract
				28,731.60		
PINK PUSSYCAT FLOWER SHOP INC						
	03/01/2017	144510	Computer			
				48.50	001-2700	Employee Benefits
				48.50		
PINNACLE PEAK HOLDING CORPORATION						
	03/01/2017	144511	Computer			
				253.59	001-3900	Tools/Under threshold furn/equip
				253.59		
PLUSCO SUPPLY CORP						
	03/01/2017	144513	Computer			
				1,547.03	001-7500	R/M-Structures
				150.60	001-7500	Supplies/Materials-Expendable
				1,697.63		
PREFERRED IDENTITY PLAN						
	03/01/2017	144514	Computer			
				190.00	880-0000	Accrued Prepaid ID Fraud Protection
				190.00		

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
PREFERRED LEGAL PLAN						
	03/01/2017	144483	Computer			
				1,034.80	880-0000	Accrued PrePaid Legal
				1,034.80		
PUBLIX SUPERMARKETS INC						
	03/01/2017	144516	Computer			
				11.97	001-7500	Special events
				39.15	449-0000	Inventory-Groceries
				51.12		
PUKKA INC						
	03/01/2017	144517	Computer			
				266.40	449-0000	Inventory-Pro Shop Merchandise
				266.40		
REGGAEFIT LLC						
	03/01/2017	144519	Computer			
				155.35	001-7500	Outside instructors
				155.35		
RELIANCE STANDARD LIFE INSURANCE CO						
	03/01/2017	144520	Computer			
				6,203.52	001-5300	Allocation Acct-Life Insurance premium
				7,195.15	001-5300	Allocation Acct-Long-Term Disability Premiu
				13,398.67		
RESIDEX LLC						
	03/01/2017	144521	Computer			
				760.00	001-7500	R/M-Grounds
				760.00		
REV RTC INC dba HALL-MARK RTC						
	03/01/2017	144522	Computer			
				292.31	001-4300	R/M-Vehicles

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				292.31		
REXEL INC						
	03/01/2017	144523	Computer			
				392.81	440-0200	R/M-Equipment
				392.81		
Richard Montalvo						
	03/01/2017	144451	Computer			
				98.00	001-4300	Transportation costs
				-12.50	880-0000	Accrued Fire Association Dues
				85.50		
RITZ SAFETY LLC						
	03/01/2017	144524	Computer			
				43.23	449-4924	Supplies-Janitorial
				43.23		
ROSDHAL DISTRIBUTORS LLC						
	03/01/2017	144526	Computer			
				21.00	001-5500	Supplies-Janitorial
				21.00		
Ryder Welding Service Inc						
	03/01/2017	144527	Computer			
				360.00	001-4400	R/M-Vehicles
				360.00		
SAFETY PRODUCTS INC						
	03/01/2017	144528	Computer			
				61.40	001-0000	Inventory-Central Services
				12.28	440-0100	Supplies-Uniforms/Protective gear
				6.68	440-0200	Supplies-Uniforms/Protective gear
				80.36		
SAFETY-KLEEN SYSTEMS INC						

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
	03/01/2017	144529	Computer			
				337.50	001-4300	R/M-Vehicles
				337.50		
SAWGRASS FORD INC						
	03/01/2017	144530	Computer			
				432.13	001-3900	R/M-Vehicles
				432.13		
SEVEN C'S LINEN SERVICE						
	03/01/2017	144531	Computer			
				365.80	449-4922	Rentals
				65.00	449-4923	Supplies/Materials-Expendable
				430.80		
SHERIFF OF BROWARD COUNTY						
	03/01/2017	144533	Computer			
				5,251.31	001-4400	Supplies-Medical
				5,251.31		
SHERRY JACKSON						
	03/01/2017	144474	Computer			
				500.00	001-0000	Refunds-Rec Trac System
				500.00		
SHERWIN WILLIAMS COMPANY						
	03/01/2017	144534	Computer			
				22.08	440-0200	R/M-Equipment
				286.23	440-0200	R/M-Lift station-materials
				308.31		
SHOW TURF LLC						
	03/01/2017	144535	Computer			
				32,090.06	449-0000	Equipment and furniture
				32,090.06		

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
SILVIA A MOUSA dba AQUATIC ACADEMY LLC						
	03/01/2017	144398	Computer			
				1,092.70	001-7532	Outside instructors
				1,092.70		
SITEONE LANDSCAPE SUPPLY LLC						
	03/01/2017	144536	Computer			
				4,640.00	001-7500	R/M-Grounds
				4,640.00		
SOFI CORPORATION						
	03/01/2017	144537	Computer			
				350.00	115-6600	Housing rehabilitation
				350.00		
SOUTH FLORIDA CHAPTER INTL' PUBLIC MANAGEM						
	03/01/2017	144532	Computer			
				50.00	001-2700	Memberships/Schools
				50.00		
SRT SUPPLY INC						
	03/01/2017	144538	Computer			
				1,319.20	001-3900	Supplies-Uniforms/Protective gear
				1,319.20		
STAPLES ADVANTAGE						
	03/01/2017	144539	Computer			
				27.80	001-1100	Supplies-Office
				309.45	001-2300	Supplies/Materials-Expendable
				521.63	001-2700	Supplies-Office
				146.93	001-4300	Supplies-Office
				237.00	001-4700	Building Dept. Technology - Capital
				142.58	001-5100	Supplies-Office
				33.68	440-0100	Supplies/Materials-Expendable
				12.17	440-0100	Supplies-Office
				45.55	440-0200	Supplies/Materials-Expendable

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				12.16	440-0200	Supplies-Office
				1,488.95		
STEVEN E EISENBERG P A						
	03/01/2017	144439	Computer			
				240.00	001-3900	Litigation fees
				240.00		
SUMMIT SECURITY ALARM						
	03/01/2017	144540	Computer			
				993.00	449-4923	Tools/Under threshold furn/equip
				993.00		
SUN-SENTINEL COMPANY LLC						
	03/01/2017	144541	Computer			
				133.60	001-1903	Advertising
				347.10	001-3505	Advertising
				166.50	001-7500	R/M-Maintenance contract
				171.20	440-0000	Equipment and furniture
				102.05	440-0100	Advertising
				102.05	440-0200	Advertising
				1,022.50		
SUPPLYWORKS						
	03/01/2017	144542	Computer			
				195.54	001-5500	Supplies-Janitorial
				60.94	001-7532	Supplies/Materials-Expendable
				27.21	440-0100	Supplies/Materials-Expendable
				65.54	449-4924	Supplies/Materials-Expendable
				27.00	449-4924	Supplies-Janitorial
				376.23		
SUREALTY TITLE INC						
	03/01/2017	144543	Computer			
				125.00	115-6600	Housing rehabilitation

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				125.00		
SYNALOVSKI ROMANIK SAYE LLC						
	03/01/2017	144544	Computer			
				4,342.75	313-0000	Capital Outlay: Buildings
				4,342.75		
TANK DEPOT						
	03/01/2017	144545	Computer			
				238.00	440-0100	R/M-Equipment
				238.00		
TEN-8 FIRE EQUIPMENT INC						
	03/01/2017	144546	Computer			
				1,464.49	001-4300	Tools/Under threshold furn/equip
				1,464.49		
TIPSY SALON BAR						
	03/01/2017	144548	Computer			
				41.25	001-0000	Refunds-Accela System
				41.25		
TOTAL TRUCK PARTS INC						
	03/01/2017	144549	Computer			
				138.96	001-4400	R/M-Vehicles
				138.96		
TRIBRIDGE HOLDINGS LLC						
	03/01/2017	144550	Computer			
				416.25	001-2700	Outside service fees
				416.25		
TRULY NOLEN OF AMERICA INC						
	03/01/2017	144551	Computer			
				63.00	001-7500	R/M-Maintenance contract
				360.00	449-4920	R/M-Maintenance contract

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				423.00		
TT&S INC						
	03/01/2017	144552	Computer			
				75.00	001-1100	Supplies-Office
				75.00		
ULTRA MARKETING INC						
	03/01/2017	144556	Computer			
				291.60	449-4924	R/M-Vehicles
				291.60		
UNITED FIRE PROTECTION INC						
	03/01/2017	144557	Computer			
				891.00	001-2300	R/M-Maintenance contract-computers
				891.00		
UNITED HEALTHCARE INSURANCE CO - BP						
	03/01/2017	144559	Computer			
				58,525.15	001-5300	Allocation Acct-Stop Loss Insurance
				58,525.15		
UNITED PARCEL SERVICE INC						
	03/01/2017	144558	Computer			
				261.81	001-4300	Postage/shipping charges
				261.81		
UNITED REALTY GROUP						
	03/01/2017	144560	Computer			
				82.50	001-0000	Refunds-Accela System
				82.50		
UNIVENTURE INC						
	03/01/2017	144561	Computer			
				163.35	001-7100	Supplies/Materials-Expendable

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				163.35		
WALMART COMMUNITY						
	03/01/2017	144562	Computer			
				98.54	001-5500	Supplies/Materials-Expendable
				64.46	001-7500	Supplies-Janitorial
				19.99	440-0100	Supplies/Materials-Expendable
				19.99	440-0200	Supplies/Materials-Expendable
				202.98		
WASTEWATER SOLUTIONS LLC						
	03/01/2017	144564	Computer			
				1,439.22	440-0200	R/M-Lift station-materials
				1,439.22		
WINDSTREAM AND/OR PAETEC COMMUNICATIONS						
	03/01/2017	144505	Computer			
				53.37	001-1100	Communications
				41.05	001-1500	Communications
				98.53	001-1903	Communications
				90.32	001-2300	Communications
				53.37	001-2700	Communications
				73.90	001-3505	Communications
				722.56	001-3900	Communications
				176.54	001-4300	Communications
				147.80	001-4700	Communications
				32.84	001-5100	Communications
				28.74	001-5300	Allocation Acct-Medical Onsite Clinic
				8.21	001-5400	Communications
				73.90	001-5500	Communications
				4.11	001-6712	Communications
				57.48	001-7100	Communications
				28.74	001-7300	Communications
				197.06	001-7500	Communications
				16.42	001-7531	Communications

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
				16.42	001-7532	Communications
				110.85	440-0100	Communications
				98.53	440-0200	Communications
				36.95	449-4920	Communications
				2,167.69		
UNITED HEALTHCARE						
	02/23/2017	W00000000000213904	Manual			
				298,687.93	001-5300	Allocation Acct-Medical Claims
				88,157.47	001-5300	Allocation Acct-Medical prescriptions
				386,845.40		

Sum of Computer Checks	**851,435.02**
Sum of Manual Checks	**386,845.40**
Total	**1,238,280.42**

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

City of Plantation

Check & Payment Register Fund Summary

Check Dates 2/23/2017 to 3/1/2017

Fund	Fund Name	Computer Checks	Manual Checks	Credits	Total
001	General Fund	420,758.32	386,845.40	-502.68	807,101.04
108	Library Board	1,314.19			1,314.19
113	Road and Traffic Control	70,935.44			70,935.44
114	State Housing Initiative Prog	3,190.00			3,190.00
115	Community Dev Block Grant	41,980.00			41,980.00
313	2013 Note Construction	4,342.75			4,342.75
405	Series 2013 Utility Sys Rev Nt	43,132.01			43,132.01
440	Utility Operations	186,716.10		-9.20	186,706.90
449	Plantation Preserve	75,343.44			75,343.44
460	Stormwater	124.63			124.63
880	Pooled Cash & Investments	4,110.02			4,110.02
		851,946.90	**386,845.40**	**-511.88**	**1,238,280.42**

City of Plantation
Checks by Third Party Administrator
Check Dates 2/23/2017 to 3/1/2017

Fund/Dept	Description	Debit	Credit
001-5300	Allocation Acct-Dental Claims	13,042.50	
001-5300	Allocation Acct-Worker's comp claims	3,370.09	
880-0000	Cash-SunTrust Insurance #3255		62,795.40
880-0000	ZBA Clearing Cash Account	46,382.81	
		62,795.40	**62,795.40**

Plantation City Council Meeting Agenda | **Notice of City Council Meeting** | **Wednesday, March 8, 2017 ~ 7:30 PM**

City of Plantation
City Council Chambers

Subject:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation's Community Redevelopment District.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period February 16, 2017 through March 1, 2017 for the City of Plantation's Community Redevelopment District.

ATTACHMENTS:

Description	Upload Date	Type
Bill List - CRA - cover & week 1	3/2/2017	Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD February 16, 2017 THROUGH March 01, 2017
THE CITY OF PLANTATION'S COMMUNITY REDEVELOPMENT AGENCY

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF PLANTATION COMMUNITY REDEVELOPMENT AGENCY, that:

Section 1: The expenditures reflected on the weekly Expenditure Report from the Redevelopment Trust Fund of the Plantation Community Redevelopment Agency are herewith approved and ratified. The planned and actual appropriations and expenditures shown in said report are hereby authorized, ratified, and approved and shall be funded from existing revenue sources. For those planned and actual appropriations and expenditures that exceed the total prior approved budget amount at the fund level, as amended, the appropriate fund's budget is hereby increased by that amount necessary to accommodate the planned and actual expenditure and appropriations for the fund, as listed in the attached report. A copy of the said weekly report(s) will be filed with the City Clerk of the City of Plantation, with a copy of the Resolution attached thereto.

Section 2: This Resolution shall become effective after being approved and adopted by a majority of the Board of Commissioners of the Plantation Community Redevelopment Agency and signed by the Chairman.

APPROVED AND ADOPTED BY A MAJORITY OF THE BOARD OF COMMISSIONERS OF THE PLANTATION COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PLANTATION, FLORIDA, THIS Wednesday, March 8, 2017.

SIGNED BY THE CHAIRMAN THIS Wednesday, March 8, 2017.

_____
Chairperson

ATTEST:

_____
City Clerk

Approval:

_____ _____
Finance Date

_____ _____
Administration Date

Plantation Community Redevelopment Agency

Computer Check Register

Check Dates 2/16/2017 to 2/22/2017

Check	Vendor	Checks Voided	Amount	Check Date
143797	BANK OF AMERICA		25.00	02/17/2017
			25.00	

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

Plantation Community Redevelopment Agency
Check & Credit Register Detail
Check Dates 2/16/2017 to 2/22/2017

Plantation
the grass is greener®

Vendor	Check Date	Check Number	Check Type		Fund/Dept	Description
BANK OF AMERICA						
	02/17/2017	143797	Computer			
				50.00	110-1000	Special District fee
				50.00		
	02/17/2017	DEO SPEC DISTCRA-11	Credit			
				-25.00	110-1000	Special District fee
				-25.00		

Sum of Computer Checks	**25.00**
Sum of Manual Checks	
Total	**25.00**

Computer Check: Physical check sent to vendor. Manual Check: Wire or ACH transfer affecting cash.

Plantation Community Redevelopment Agency

Check & Payment Register Fund Summary

Check Dates 2/16/2017 to 2/22/2017

Fund	Fund Name	Computer Checks	Manual Checks	Credits	Total
110	Community Redevelopment Agency	50.00		-25.00	25.00
		50.00		**-25.00**	**25.00**

Plantation Community Redevelopment Agency
Payroll Summary By Fund/Department
Check Dates 2/16/2017 to 2/22/2017

Fund		Department		Gross Wages	Deductions	Net Wages
110	Community Redevelopment Agency	1000	Community Redevelopment Agency	2,901.07	720.82	2,180.25
				2,901.07	**720.82**	**2,180.25**

Plantation Community Redevelopment Agency
Payroll Summary By Fund
Check Dates 2/16/2017 to 2/22/2017

Fund		Gross Wages	Deductions	Net Wages
110	Community Redevelopment Agency	2,901.07	720.82	2,180.25
		2,901.07	**720.82**	**2,180.25**

Plantation City Council Meeting Agenda

Notice of City Council Meeting

Wednesday, March 8, 2017 ~ 7:30 PM

City of Plantation
City Council Chambers

Subject:

Pet Shops Code Enforcement Update

Summary:

Request to provide direction to the City Attorney regarding the City's Enforcement of Code Enforcement Case # CE 16-01451 (Pet shop), and its enforcement of violations of Ordinance # 2536 regarding "Puppy Mills."

Prepared By:

Pamela Ponce de Leon

ATTACHMENTS:

Description	Upload Date	Type
Pet Shops Code Enforcement Memo	2/21/2017	Cover Memo
Exhibit A	2/21/2017	Ordinance
Exhibit B	2/21/2017	Exhibit
Exhibit C	2/21/2017	Exhibit
Exhibit D	2/21/2017	Exhibit
Exhibit E	2/21/2017	Exhibit
Exhibit F	2/21/2017	Exhibit
Exhibit G	2/21/2017	Exhibit
Exhibit H	2/21/2017	Exhibit
Exhibit I	2/21/2017	Exhibit

MEMORANDUM

To: Mayor and Members of the City Council

From: Horace McHugh, Chief Administrative Officer

Date: March 8, 2017

Re: Pet Shops Code Enforcement Update – Case CE 16-01451

Copies: Donald J. Lunny, Jr., City Attorney

At the February 8th Council meeting, the City Attorney provided the Council with an update on a code enforcement case the City was pursuing, relative to the City's "Puppy Mill" legislation (Ordinance No. 2536). The matter has resulted in the Respondents appealing certain Special Magistrate orders and the City defending the appeal.

The Council requested additional information relative to the Code Enforcement case (CE 16-01451) and the backup materials that were distributed as part of the deliberations for Ordinance No. 2536. The Council authorized:

- An agreed order that no fines accrue on the case until April 12, 2017; and
- That a 30 day extension would be allowed for filing of the Appellant's/Respondent's Brief.

The attached exhibits are being provided for reference:

Exhibit A – Ordinance No. 2536
Exhibit B – Code Enforcement Case file for CE16-01451
Exhibit C – Agenda backup materials for February 8th, 2017 meeting
Exhibit D – Agenda backup materials for April 9th, 2014 meeting
Exhibit E – Agenda backup materials for May 5th, 2014 meeting
Exhibit F – Agenda backup materials for May 21st, 2014 meeting
Exhibit G – Agenda backup materials for May 28th, 2014 meeting
Exhibit H – Agenda backup materials for August 4th, 2015 meeting
Exhibit I – Miscellaneous correspondence

At this time, the item is being re-agenized as requested by the City Council. Among the actions that the Council may consider are:

1. Authorize a settlement of the Code violation to extend the compliance date for Petland for an additional approximate three (3) years to coincide with their lease expiration, along the lines identified earlier by the City Attorney;
2. Commence the public hearing process to revise the ordinance to eliminate the provisions that require existing shops to comply with the Ordinance, thus effectively grandfathering

Petland from all the Ordinance's regulations while they continue business in the Fountain's location;

3. Commence the public hearing process to revise the ordinance to increase the number of hobby breeders that are allowed by all operators per calendar year (current number is one);
4. Commence the public hearing process to rescind the ordinance and not regulate this activity;
5. Allow the current ordinance to remain in its current state; choose not to authorize settlement and continue to defend the code provisions;
6. Take some other action Council deems appropriate.

Memorandum to Mayor and Council Members
March 8, 2017

Exhibit A
Ordinance No. 2536

ORDINANCE NO. 2536

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA RELATING TO ANIMALS BY AMENDING THE PLANTATION CODE OF ORDINANCES TO CREATE REGULATIONS FOR THE RETAIL SALE OF DOGS AND CATS; PROVIDING SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, existing state and federal laws regulate dog and cat breeders, as well as pet shops that sell dogs and cats including the Animal Welfare Act ("AWA") (7 U.S.C. Section 2131 et seq.); and

WHEREAS, Animal Welfare Act requires, among other things, the licensing of certain breeders of dogs and cats and that these breeders maintain minimum health, safety and welfare standards for animals in their care with enforcement of these requirements by the United States Department of Agriculture ("USDA"); and

WHEREAS, according to USDA inspection reports, some additional documented problems found at puppy mills include: (1) sanitation problems leading to infectious disease; (2) large number of animals overcrowded in cages; (3) lack of proper veterinary care for severe illnesses and injuries; (4) lack of protection from harsh weather conditions; and (5) lack of adequate food and water; and

WHEREAS, according to The Humane Society of the United States, American consumers purchase dogs and cats from pet shops that the consumers believe to be healthy and genetically sound, but in reality, the animals often face an array of health problems including communicable diseases or genetic disorders that present immediately after sale or that do not surface until several years later, all of which lead to costly veterinary bills and distress to consumers; and

WHEREAS, many "puppy mill" puppies and "kitten factory" kittens are being sold in pet shops for sale to the public; and

WHEREAS, across the country, thousands of independent pet shops as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of dogs and cats; many of these shops collaborate with local animal sheltering and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, while the City Council recognizes that not all dogs and cats retailed in pet shops are products of inhumane breeding conditions and would not classify every commercial breeder selling dogs or cats to pet shops as a "puppy mill" or "kitten factory", it is the City Council's belief that puppy mills and kitten factories continue to exist in part because of public demand and the sale of dogs and cats in pet shops; and

WHEREAS, the City Council believes that restricting the retail sale of dogs and cats in pet shops in the City will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the City;

WHEREAS, many jurisdictions across the country have enacted similar ordinances and as such the constitutionality of many of the ordinances have been challenged in Federal Court;

WHEREAS, in Florida, the United States District Court for the Southern District of Florida heard a challenge to the ordinance adopted by the City of Sunrise;

WHEREAS, the court on summary judgment upheld the City of Sunrise ordinance against the constitutional challenges of the pet shop plaintiff in that case;

WHEREAS, the courts in other jurisdictions, most recently the Arizona Federal Court in the Phoenix case, have made similar findings upholding the authority of local governments to regulate in this area and the manner in which local governments are implementing the regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PLANTATION, FLORIDA:

Section 1. The forgoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby rendered a specific part of this Ordinance upon adoption and shall serve as its legislative history.

Section 2. Sec. 4-1, "Definitions" is hereby amended to read as follows:

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal shall mean every living non-human creature, excluding tropical fish.

Animal control officer or *officer* shall mean any person employed by the City of Plantation or Broward County, or such agents or employees as are designated by the city or county to perform the duties of such officer, which person is authorized to investigate on public or private property civil infractions relating to animal control or cruelty, and to issue citations as provided herein. An animal control officer is not authorized to bear arms or make arrests (unless such person is a sworn police officer).

Animal rescue organization means humane society or other duly incorporated nonprofit organization operated as a bona fide charitable organization under Section 501(c)3 of the Internal Revenue Code, which organization is devoted to the rescue, care and/or adoption of stray, abandoned or surrendered animals and which does not breed animals.

Animal shelter means a public animal shelter or duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals, and which does not breed animals.

At large means off the premises of the owner and not under the control, custody, charge or possession of the owner or other responsible persons to whom custody, control, charge or possession of an animal, either by leash, cord, chain, or other physical barrier, fence, cage, full or partial enclosure sufficient to contain the animal, has been delegated.

Broward County Animal Regulations shall mean the Broward County Animal Care and Regulation Ordinance and any and all rules and regulations promulgated thereunder.

Cat means an animal of the Felidae family of the order Carnivora.

Certificate of source means any document from the source city or county animal shelter or animal control agency, humane society, Hobby breeder, or non-profit rescue organization declaring the source of the dog or cat on the premises of the pet shop, retail business, or other commercial establishment. The certificate of source shall include at a minimum: (a) a photograph of the dog or cat; (b) a brief description of the dog or cat, the name, address, telephone number, and e-mail address of the source of the dog or cat; (c) shall be signed by the pet store certifying the accuracy of the certificate; and (d) shall be signed by the purchaser or transferee of the dog or cat acknowledging receipt of the Certificate of Source.

Citation shall mean a written notice issued to a person by an officer with probable cause to believe that the person has committed a civil infraction in violation of this chapter.

City shall mean the City of Plantation, Florida.

City council shall mean the City Council for the City of Plantation, Florida.

Control shall mean the regulation of the possession, ownership, care and custody of an animal.

County shall mean Broward County, Florida.

Division shall mean the Animal Care and Regulation Division for Broward County.

Dog means an animal of the Canidae family of the order Carnivora and includes both male and female.

Existing pet shop means any pet shop or pet shop operator that displayed, sold, delivered, offered for sale, offered for adoption, bartered, auctioned, gave away, or otherwise transferred cats or dogs in the City on the effective date of this article and complied with all applicable provisions of the Code of Ordinances.

Harboring shall mean the act of keeping and caring for an animal or providing a premises to which the animal returns for food, shelter or care for a period of at least forty-eight (48) hours.

Hobby breeder means any person or entity that causes or allows the breeding or studding of a dog or cat resulting in no more than a total of one litter per calendar year whether or not the animals in such litter are offered for sale or other transfer. The use of any property in the City for this purpose shall be appropriately zoned and licensed by the City for such purpose and comply with applicable federal, state, and county laws and regulations.

Kennel shall mean any place at which dogs, cats or any other animal, reptile, bird or fowl are kept for sale, breeding, boarding, treatment or grooming purposes as allowed by this Chapter and the zoning regulations of the city, Broward County, or both, if applicable. "Kennel" shall not include any

humane society, animal protection agency or veterinarian clinic.

Pet shop means an establishment open to the public and engaging in the business of the retail sale of animals.

Pet shop operator means a person who owns or operates a pet shop, or both.

Owner means any person owning, keeping or harboring an animal.

Retail sale includes display, offer for sale, offer for adoption, trade, rent, barter, auction, give away, or other transfer of or dispose of any cat or dog.

Veterinarian shall mean a veterinarian duly licensed and regulated by the State of Florida in accordance with Chapter 474 of the Florida Statutes.

Wild animal shall mean any non-human primate, raccoon, skunk, fox, poisonous snake, leopard, panther, tiger, lion, lynx or any other animal so classified by the Florida Game and Fresh Water Fish Commission.

Section 3. Chapter 4 of the Code of Ordinances of the City of Plantation, entitled "Animals", is amended to create a new Article III as follows:

Article III.

Retail Sale of Dogs and Cats

Sec. 4-31. Sale or transfer of dogs and/or cats. Except as provided in Sec. 4-32 and 4-33 below, no pet shop shall engage in the retail sale of dogs or cats in the City on or after 8/26/15 [the effective date of this Ordinance].

Sec. 4-32. Existing Inventory. An existing pet shop may continue the retail sale of its inventory of cats and dogs as of 08/26/2015 [the effective date of this Ordinance], until January 31, 2016. Existing pet shops shall provide the City with copies of its inventory documentation as of 8/26/15 [the effective date of this Ordinance]. The inventory documentation shall include a photograph of each dog and cat. The word "inventory" as used herein means those dogs and cats actually located on the premises of the Pet Shop, and those dogs and cats which are alive as of 8/26/15 [effective date of this Ordinance] and which have been ordered by the pet shop for retail sale at the Premises pursuant to inventory replacement orders that were existing as of 8/26/15 [the effective date of this Ordinance].

Sec. 4-33. Exceptions. The prohibition of Sec. 4-31 shall not apply to:

1. Hobby breeders as defined in this Chapter; or

2. An animal shelter as defined in this Chapter; or

3. A animal rescue organization as defined in this Chapter; or

4. An animal shelter or animal rescue organization that operates out of or in connection with a pet shop; or

5. Pet shops that obtain all cats and dogs for retail sale on the pet shop premises from a Hobby breeder; or

6. Some or all of the foregoing.

Sec. 4-34. Certificate of Source. A pet shop shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage, or enclosure, a certificate of source with photograph of each dog or cat offered for retail sale, and shall provide a copy of such certificate to the purchaser or transferee of any dog or cat sold or transferred. A code enforcement officer or police officer may request a review copies of such certificates and, upon such request, the pet shop operator or any attending employee must present such certificates at that time and without delay. Failure to post and maintain the certificate of source as provided herein is a violation of this section. In addition, failure to provide a certificate of source, and the provision of a falsified certificate of source, is a violation of this section.

Sec. 4-35. Hobby Breeders must meet the following requirements:

(a) Keep records for a period of at least three (3) years and make such records available for review by the City upon request of (i) the birth of each litter of dogs and cats and (ii) veterinary records of rabies vaccinations, all other inoculations, and any medical condition(s) of each dog and cat.

(b) Ensure that dogs and cats are provided: clean, sanitary, safe and humane conditions; sufficient quantities of appropriate food daily; proper air ventilation and circulation; adequate quantities of visible, clean and fresh water available at all times; and medical attention or necessary veterinary care when the dog or cat is diseased or injured.

Sec. 4-36. Remedies and Enforcement. The City shall have the following remedies and enforcement powers for violations of this Article. The remedies and enforcement powers established in this Article shall be cumulative and the City may exercise them in any order or combination at any time.

(a) Each retail sale of any dog or cat in violation of this Article shall be a separate violation (i.e. a pet shop owner or a pet shop operator, or both, shall be subject to being cited for each transaction as a separate violation).

(b) The City may seek to revoke any issued local business tax receipts issued for the location of the violation.

(c) The City may seek an injunction or other equitable relief in court to enjoin violations of this Article.

(d) The City may seek a court order in the nature of mandamus, abatement, injunction, or other action or proceeding to abate or remove a violation.

(e) The city may also seek to enforce a violation of this Article in accordance with Chapter 6 of this Code (by prosecuting the case in front of the special magistrate) with each day of the violation being a separate offense.

(f) The City may also choose to prosecute violations in accordance with the procedures set forth in section 4-20 of this Code. However, any person or entity cited for an infraction under this Article, who elects not to contest the citation shall pay a civil penalty in an amount as follows which must be remitted in accordance with subsection 14-20(d) of this Code:

(1) One hundred dollars ($100.00) for the first offense.

(2) Two hundred dollars ($200.00) for the second offense.

(3) Four hundred dollars ($400.00) for the third and any subsequent offense.

Any person cited for an infraction under this Article who elects to contest the citation and is found to have committed the violation, or any person who does not elect to contest the violation but fails to pay the applicable civil penalty in a timely manner as set forth in subsection 14-20(d) of this Code, shall pay a civil penalty in an amount as follows:

(1) Two hundred dollars ($200.00) for the first offense.

(2) Up to five hundred dollars ($500.00) for the second and any subsequent offense.

The city may assess against such persons all costs incurred by the city for transportation, impoundment, confinement, treatment or destruction of the animal.

(g) In addition to the enforcement powers specified in this Article, the City may exercise any and all enforcement powers granted by City Charter, ordinance, or state or federal law.

Section 4. Severability. Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 5. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of the City of Plantation; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon passage on second reading by the City Council and signature by the Mayor.

PASSED ON FIRST READING by the City Council this 9th day of April, 2014.

PASSED AND ADOPTED ON SECOND READING by the City Council this 26th day of August, 2015.

SIGNED by the Mayor this 31 day of August, 2015.

Diane Dettis Bendekovic
MAYOR

ATTEST

Susan K. Slattery
CITY CLERK

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Ordinance was received by the Office of the City Clerk and entered into the Public Record this 31 day of August, 2015.

Susan K. Slattery
Susan Slattery, City Clerk

[311]9002-11001,v2

Exhibit B
Code Enforcement Case file for CE16-01451

SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA

CITY OF PLANTATION, FLORIDA

Petitioner,

vs.

DDR SOUTHEAST FOUNTAINS LLC

Respondent/Owner,

And

PETLAND PLANTATION,

Respondent/Tenant.

Case No: CE16-01451

NOTICE OF HEARING ON RESPONDENT'S REQUEST FOR STAY PENDING APPEAL AND ADMINISTRATIVE RELIEF

Date: February 07, 2017

To:

JOSEPH M. GOLDSTEIN, ESQ
SHUTTS & BOWEN LLP
ATTORNEY FOR RESPONDENT
200 EAST BROWARD BOULEVARD, #2100
FORT LAUDERDALE, FL 33301

Re: Property Address - 801 S UNIVERSITY DRIVE, C106, PLANTATION, FL

YOU ARE HEREBY NOTIFIED that the Respondent's Request for Stay Pending Appeal and Administrative Relief filed in this matter will be considered by the Special Magistrate, City of Plantation, Florida, on ***THURSDAY, MARCH 16, 2017 AT 1:00 PM*** in the City Council Chambers, Plantation City Hall, 400 N.W. 73rd Avenue, Plantation, Florida.

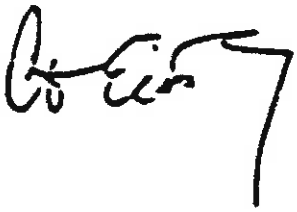
You have the right to be present and to respond and present evidence and witnesses at the scheduled hearing.

Tatiana Acero
Code Enforcement Inspector
954-797-2645

Fox, Verlen

From: Steve Eisenberg <steve@eisenbergattorney.com>
Sent: Tuesday, February 07, 2017 1:12 PM
To: Fox, Verlen
Subject: RE: Petland - Plantation - Respondent's Request for Stay Pending Appeal & Administrative Relief

perfect



Steven E. Eisenberg P.A.
By: Steven E. Eisenberg
3109 Stirling Rd., Ste. 101
Ft. Lauderdale, Fl 33312
954-981-6533(Office)
954-981-9161(E-Fax)
Email: steve@eisenbergattorney.com
Website: www.eisenbergattorney.com
Email: Steven E. Eisenberg, P.A. has designated this email address as its primary email address for legal service:
steve@eisenbergattorney.com
No Electronic Signature: Neither the scripted/typed name of the attorney nor law firm appearing above is intended to act as an electronic signature under any state or federal law unless a contrary intent is unambiguously stated by express words in the message immediately preceding such name. This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. **If this information is received by anyone other than the named and intended addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone at the phone number of the sender listed on the email and delete the material from any computer or obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s).**
Please consider the environment before printing this email.

From: Fox, Verlen [mailto:VFox@psd.plantation.org]
Sent: Tuesday, February 07, 2017 12:54 PM
To: Steve Eisenberg <steve@eisenbergattorney.com>
Subject: RE: Petland - Plantation - Respondent's Request for Stay Pending Appeal & Administrative Relief

Mr Eisenberg:

We will be scheduling the REQUEST FOR STAY PENDING APPEAL at the Hearing on March 16, 2017 when you will be presiding as Special Magistrate.

Thank you.

VERLEN FOX
CITY OF PLANTATION POLICE DEPT
CODE ENFORCEMENT DIVISION
451 NW 70TH TERRACE
PLANTATION, FL 33317
TELE: 954-797-2267
FAX: 954-797-2646
Vfox@psd.plantation.org

From: Steve Eisenberg [mailto:steve@eisenbergattorney.com]
Sent: Monday, February 06, 2017 3:04 PM
To: Fox, Verlen <VFox@psd.plantation.org>
Subject: FW: Petland - Plantation - Respondent's Request for Stay Pending Appeal & Administrative Relief

Hi Verlan
Hope you are well. Please tell Petland, if they want a hearing on this it can be scheduled in March 2017, when I next sit as Magistrate
Thanks
Steve Eisenberg

From: Josee L. Goodwin [mailto:JGoodwin@shutts.com]
Sent: Monday, February 6, 2017 11:59 AM
To: Steve Eisenberg <steve@eisenbergattorney.com>; 'vfox@psd.plantation.org' <vfox@psd.plantation.org>; 'Quentin.Morgan@brinkleymorgan.com' <Quentin.Morgan@brinkleymorgan.com>; 'Thomas.Tatum@BrinkleyMorgan.com' <Thomas.Tatum@BrinkleyMorgan.com>
Cc: Joseph M. Goldstein <JGoldstein@shutts.com>; Dan Daley <DDaley@shutts.com>; Roberta Lowe <RLowe@shutts.com>
Subject: Petland - Plantation - Respondent's Request for Stay Pending Appeal & Administrative Relief

Good Morning,

See attached from Joseph Goldstein.

Regards.

Josee

Josee L. Goodwin
Legal Assistant

Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100 | Fort Lauderdale, FL 33301
Direct: (954) 847-3890 | Fax: (954) 524-5506

E-Mail | Website

Please consider the environment before printing this email

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send your electronic mail to this entity. Instead, contact this office by phone or in writing.

SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA

CITY OF PLANTATION, FLORIDA,

Petitioner,

v.

CASE NO.: CE16-01451
APP. CASE NO.: CACE 16-021071

PETLAND PLANTATION,

Respondent/Tenant.
_____/

REQUEST FOR STAY PENDING APPEAL AND ADMINISTRATIVE RELIEF

Respondent/Appellant, Petland Plantation ("Petland") files this Request for Stay Pending Appeal and Administrative Relief and otherwise requests an extension of the time requirement imposed by the Special Magistrate for Petland to come into compliance with section 4-31, Plantation Code of Ordinances (the "Code) and in support thereof states the following:

1. Pursuant to the Supplemental Order/Claim of Lien rendered by the Special Magistrate on October 20, 2016, Petland had until February 9, 2017 to come into compliance before the accrued fine and lien attach to the property. A true and correct copy of the Supplemental Order/Claim of Lien is attached as **Exhibit "A."**

2. Petland timely filed its Notice of Appeal to the Broward County Circuit Court, Appellate Division, on November 18, 2016. A true and correct copy of the Notice of Appeal is attached as **Exhibit "B."**

3. The appeal is pending in the Broward County Circuit Court, Appellate Division. After Petland's Notice of Appeal, the City of Plantation ("Plantation") filed a Motion to Dismiss. Pursuant to Rule 9.300(b), Fla. R. App. P., the time to file the Initial Brief was tolled from the

Fox, Verlen

From:	Fox, Verlen
Sent:	Thursday, January 05, 2017 10:52 AM
To:	Quentin Morgan (quentin.morgan@brinkleymorgan.com)
Subject:	DDR SOUTHEAST FOUNTAINS LLC CE16-01451
Attachments:	USPS CONF DEL NOH-CONF FINE.pdf; USPS CONF DEL ORDER CONT.pdf

Quentin:

As per your request, attached are the confirmations of delivery on the NOTICE OF HEARING TO CONFIRM FINE dated August 23, 2016 and ORDER OF CONTINUANCE entered on September 15, 2016 on the above case.

Please let me know if you need anything else.

Thank you.

VERLEN FOX
CITY OF PLANTATION POLICE DEPT
CODE ENFORCEMENT DIVISION
451 NW 70TH TERRACE
PLANTATION, FL 33317
TELE: 954-797-2267
FAX: 954-797-2646
Vfox@psd.plantation.org

SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA

CITY OF PLANTATION, FLORIDA,

Petitioner,

vs.

DDR SOUTHEAST FOUNTAINS LLC

Respondent/Owner,

And

PETLAND PLANTATION,

Respondent/Tenant.

Case No: CE16-01451

ORDER OF CONTINUANCE

THIS CAUSE, having come before the Special Magistrate upon a HEARING TO CONFIRM FINE on the 15th day of September, 2016, and Respondent/Tenant's Attorney, DAN DALEY and Agent for Respondent/Owner appearing at the hearing herein, and the Special Magistrate having heard testimony herein, it is

ORDERED AND ADJUDGED:

That this action is hereby continued and shall reconvene at ***1:00 PM ON THURSDAY, THE 20TH DAY OF OCTOBER, 2016*** in City Council Chambers at Plantation City Hall, 400 NW 73 Avenue, Plantation, Florida.

DONE AND ORDERED this 15th day of September, 2016.

SPECIAL MAGISTRATE

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Order was received by the Code Enforcement Principal Office Assistant and entered into the Case Docket (Public Record) this 16 day of September, 2016.

Principal Office Assistant

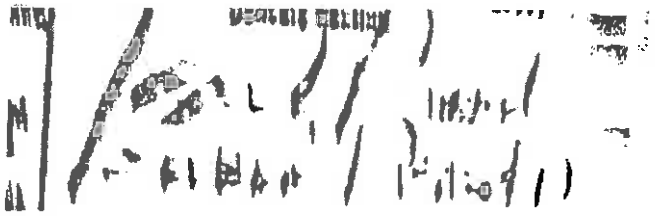
UNITED STATES POSTAL SERVICE

Date Produced: 09/26/2016

CITY OF PLANTATION:

The following is the delivery information for Certified Mail™ item number 7199 9991 7035 6536 4005. Our records indicate that this item was delivered on 09/22/2016 at 11:51 a.m. in FORT LAUDERDALE, FL 33317. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 1369405 28947695 CEVF1601451OC

ORDER CONT
DDR SE FOUNTAINS (REG AGENT FOR CORP)

UNITED STATES POSTAL SERVICE

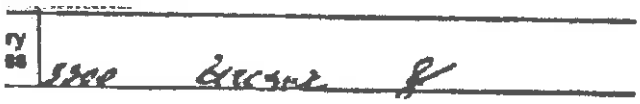
Date Produced: 09/26/2016

CITY OF PLANTATION:

The following is the delivery information for Certified Mail™ item number 7199 9991 7035 6560 9779. Our records indicate that this item was delivered on 09/22/2016 at 09:02 a.m. in BEACHWOOD, OH 44122. The scanned image of the recipient information is provided below.

Signature of Recipient :

Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 1369405 28947695 CEVF1601451OC

DOR SE FOUNTAINS ORDER CONT (CORP)

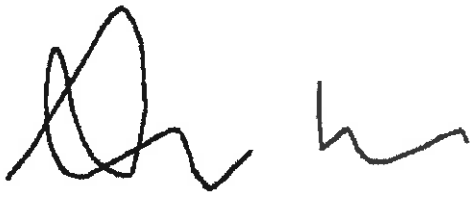
UNITED STATES POSTAL SERVICE

Date Produced: 09/26/2016

CITY OF PLANTATION:

The following is the delivery information for Certified Mail™ item number 7199 9991 7035 6536 3510. Our records indicate that this item was delivered on 09/21/2016 at 11:42 a.m. in FORT LAUDERDALE, FL 33324. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

801 S UDE C106

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 1369405 28947695 CEVF1601451OC

PETLAND ORDER CONT PETLAND TENANT

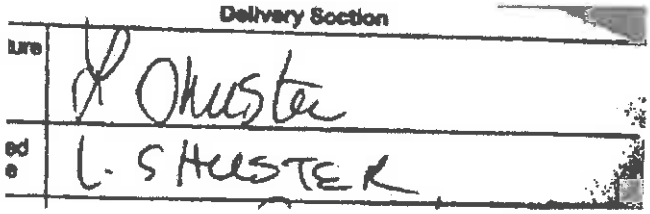
UNITED STATES POSTAL SERVICE

Date Produced: 09/26/2016

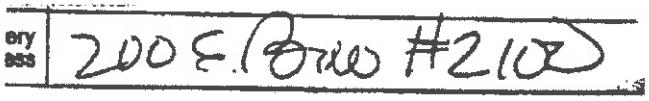
CITY OF PLANTATION:

The following is the delivery information for Certified Mail™ item number 7199 9991 7035 6536 3527. Our records indicate that this item was delivered on 09/21/2016 at 09:39 a.m. in FORT LAUDERDALE, FL 33302. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 1369405 28947695 CEVF1601451OC

ATTY FOR PETLAND ORDER CONT

SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA

CITY OF PLANTATION, FLORIDA

Petitioner,

vs.

DDR SOUTHEAST FOUNTAINS LLC

Respondent(s).

Case No: CE16-01451

NOTICE OF HEARING TO CONFIRM FINE

Date: August 23, 2016

To:
DDR SOUTHEAST FOUNTAINS LLC
3300 ENTERPRISE PKWY
BEACHWOOD, OH 44122

DDR CORP.
801 S. UNIVERSITY DR, SUITE D-105
PLANTATION FL 33324

PETLAND - TENANT
801 S UNIVESITY DR STE C106
PLANTATION FL 33324

Re: Property Address - 801 S UNIVERSITY DR C106

YOU ARE HEREBY SUMMONED to appear before the Special Magistrate, City of Plantation, Florida, on **September 15, 2016 at 1:00 PM** in the City Council Chambers, Plantation City Hall, 400 N.W. 73rd Avenue, Plantation Florida.

The purpose of the Hearing to Confirm Fine before the Special Magistrate is to determine whether or not the Respondent has complied with the Final Order of the Special Magistrate issued on July 21, 2016, and to confirm and ratify the fine imposed in the Final Order. Thereafter, a Claim of Lien may be filed in the Public Records of Broward County, Florida.

You have the right to be present and to respond and present evidence and witnesses at the scheduled hearing.

Tatiana Acero
Code Enforcement Inspector
954-797-2645

UNITED STATES POSTAL SERVICE

Date Produced: 09/05/2016

CITY OF PLANTATION:

The following is the delivery information for Certified Mail™ item number 7199 9991 7035 6561 2311. Our records indicate that this item was delivered on 08/29/2016 at 09:20 a.m. in BEACHWOOD, OH 44122. The scanned image of the recipient information is provided below.

Signature of Recipient :

Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Portland

Customer Reference Number: 1369405 28947695 CETACE1601451

8/23 NH-Confirm

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Tracking Number: **9171999991703565612311**

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
August 29, 2016 , 9:20 am	Delivered, Individual Picked Up at Postal Facility	**BEACHWOOD, OH 44122**
[illegible]		
August 29, 2016 , 8:33 am	Out for Delivery	BEACHWOOD, OH 44122
August 29, 2016 , 8:26 am	Sorting Complete	BEACHWOOD, OH 44122
August 29, 2016 , 8:25 am	Arrived at Unit	BEACHWOOD, OH 44122
August 25, 2016 , 11:07 pm	Departed USPS Destination Facility	CLEVELAND, OH 44101
August 25, 2016 , 10:21 am	Arrived at USPS Destination Facility	CLEVELAND, OH 44101
August 25, 2016 , 3:58 am	In Transit to Destination	
August 23, 2016 , 8:58 pm	Arrived at USPS Origin Facility	MIAMI, FL 33152
August 23, 2016 , 8:43 pm	Accepted at USPS Origin Facility	FORT LAUDERDALE, FL 33317
August 23, 2016	Pre-Shipment Info Sent to USPS: USPS Awaiting Item	

Available Actions

Return Receipt Electronic

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard. No tracking numbers necessary.

Sign up for My USPS >

USPS.COM

USPS Tracking®

Still Have Questions?
Browse our FAQs ›

Get Easy Tracking Updates ›
Sign up for My USPS.

Tracking Number: **9171999991703565612304**

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
October 11, 2016 , 12:18 pm	Delivered, To Original Sender	**FORT LAUDERDALE, FL 33317**
October 9, 2016 , 9:24 pm	In Transit to Destination	
October 7, 2016 , 7:24 pm	Arrived at USPS Facility	MIAMI, FL 33152
October 6, 2016 , 3:56 am	In Transit to Destination	
October 4, 2016 , 9:56 pm	Arrived at USPS Facility	WEST PALM BEACH, FL 33409
September 15, 2016 , 9:30 am	No Such Number	FORT LAUDERDALE, FL 33317
August 25, 2016 , 10:22 am	Out for Delivery	FORT LAUDERDALE, FL 33324
August 25, 2016 , 9:19 am	Sorting Complete	FORT LAUDERDALE, FL 33324
August 25, 2016 , 8:51 am	Arrived at Unit	FORT LAUDERDALE, FL 33317
August 24, 2016 , 3:51 pm	Departed USPS Facility	MIAMI, FL 33152
August 23, 2016 , 9:58 pm	Arrived at USPS Facility	MIAMI, FL 33152
August 23, 2016 , 5:43 pm	Accepted at USPS Origin Facility	FORT LAUDERDALE, FL 33317
August 23, 2016	Pre-Shipment Info Sent to USPS, USPS Awaiting Item	

Available Actions

Return Receipt Electronic

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track your packages from a dashboard. No tracking numbers necessary.

Sign up for My USPS ›

SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA

CITY OF PLANTATION, FLORIDA

Petitioner,

vs.

DDR SOUTHEAST FOUNTAINS LLC

Respondent.

Case No: CE16-01451

AFFIDAVIT OF SERVICE

TO BE SERVED: DDR SOUTHEAST FOUNTAINS LLC

TYPE OF PROCESS: Notice to Confirm Fine

ADDRESS: 801 S UNIVERSITY DR C106

I, Tatiana Acero, Code Enforcement Inspector do hereby certify and return that I received this process on 09/01/2016 and served same on the within named Mr. Bob Segal (Petland, tenant) at 2:35 PM on the 1st day of September, 2016.

( ) I am a Deputy employed by the Broward County Sheriff's Department

(x) I am a Code Inspector for the City of Plantation

( ) I am a City of Plantation Police Officer

( ) I am a Process Server

( ) I am the City Clerk

TYPE OF SERVICE

(X) INDIVIDUAL SERVICE: By delivering to the within named person a copy of this process, the date and hour of service.

( ) SUBSTITUTE SERVICE: By leaving a copy of this process, with the date and hour of service endorsed thereon by me, at the within named person's usual place of abode, with a member of the family, fifteen (15) years of age or older, to wit:
_____ and informing such person of its contents.

( ) CORPORATE SERVICE: By delivering a copy of this process, with date and hour of service endorsed thereon by me, to: _____, title: _____, of said corporation in the absence of any superior officer as defined in F.S. 48.081.

( ) MAIL SERVICE: By mailing a copy of this process certified mail, return receipt requested, to the within named person at the address specified above.

( ) NO SERVICE OR RETURNED UNEXECUTED: For the reason that after diligent search and inquiry, failed to find said individual. (See below for further comments.)

( ) OTHER RETURNS OR COMMENTS: _____

Tatiana Acero

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

Sworn to (or affirmed) and subscribed before me on September 06, 2016, by Tatiana Acero who is personally known to me.

Notary Signature

Verlen B. Fox
Printed Name of Notary

Notary Stamp

Notary Public State of Florida
Verlen B Fox
My Commission FF 206731
Expires 04/04/2019

Fox, Verlen

From: eservice@myflcourtaccess.com
Sent: Monday, December 05, 2016 4:29 PM
Subject: SERVICE OF COURT DOCUMENT - CASE NUMBER 062016CA021071AXXXCE
Attachments: Response To Motion To Dismiss.pdf

Notice of Service of Court Documents

Filing Information

Filing #:	49638929
Filing Time:	12/05/2016 04:29:12 PM ET
Filer:	Joseph M. Goldstein 954-847-3837
Court:	Seventeenth Judicial Circuit in and for Broward County, Florida
Case #:	062016CA021071AXXXCE
Court Case #:	CACE-16-021071
Case Style:	DOGGIE STYLE PETS INC VS CITY OF PLANTATION FLA

Documents

Title	File
Response To Motion To Dismiss	Appellant's Response in Opposition to Appellee's Dismiss.pdf

E-service recipients selected for service:

Name	Email Address
Joseph M. Goldstein	jgoldstein@shutts.com
	smcmenamy@shutts.com
	jgoodwin@shutts.com
Special Magistrate Steven Eisenberg c/o Verlen Fox	vfox@psd.plantation.org
Thomas R. Tatum	tom.tatum@brinkleymorgan.com
	lisa.seney@brinkleymorgan.com

Name	Email Address
	john.lahti@brinkleymorgan.com
Quentin Edward Morgan	quentin.morgan@brinkleymorgan.com
	tammy.werse@brinkleymorgan.com
Joseph M. Goldstein	jgoldstein@shutts.com
	jgoodwin@shutts.com
Dan Daley	ddaley@shutts.com
	jgoodwin@shutts.com
Circuit Court Appeals	appeals@17th.flcourts.org

E-service recipients deselected for service:

Name	Email Address
No Matching Entries	

This is an automatic email message generated by the Florida Courts E-Filing Portal. This email address does not receive email.

Thank you,
The Florida Courts E-Filing Portal

request_id#:49638929;Audit#:170304654;UCN#:062016CA021071AXXXCE;

Fox, Verlen

From: eservice@myflcourtaccess.com
Sent: Monday, December 05, 2016 4:29 PM
Subject: Notice of Inclusion on eService List Case # CACE-16-021071

You have received this email because you have been added to the Florida Courts E-Filing Portal eService List by

Filer Name: Joseph M. Goldstein **Bar ID:** 820880

Email Address: jgoldstein@shutts.com smcmenamy@shutts.com jgoodwin@shutts.com

Phone Number: 954-847-3837

Firm or Organization: Unaffiliated Users

Regarding Case:

Court: Seventeenth Circuit Judicial Circuit in and for Broward County, Florida

Court Case Number: CACE-16-021071

Case Style: DOGGIE STYLE PETS INC VS CITY OF PLANTATION FLA

Case Type : Appeal (Administrative) / Appeal (Administrative)

If you are not associated with this case and wish to be removed, please click here to request to be removed from the eService list, or directly contact the filer listed above.

Do not reply. This is an unmonitored email box.

Thank You,
The Florida Courts E-Filing Portal

Fox, Verlen

From: Quentin Morgan <Quentin.Morgan@brinkleymorgan.com>
Sent: Tuesday, November 15, 2016 2:08 PM
To: Fox, Verlen
Subject: FW: Petland/Plantation - Appeal

fyi

QUENTIN E. MORGAN, ESQ.
BRINKLEY MORGAN

954-522-2200 (Main) | 954-522-9123 (Fax)
quentin.morgan@brinkleymorgan.com

From: Quentin Morgan
Sent: Tuesday, November 15, 2016 2:07 PM
To: 'Dan Daley' <DDaley@shutts.com>; Donald Lunny <Donald.Lunny@brinkleymorgan.com>
Cc: Joseph M. Goldstein <JGoldstein@shutts.com>
Subject: RE: Petland/Plantation - Appeal

Dan and Joe,

I'm not sure what your client is requesting the City to abate but there is no agreement needed. The City has no foreseeable, normal action it is planning to take until the deadlines set forth in the Order have lapsed.

QUENTIN E. MORGAN, ESQ.
BRINKLEY MORGAN

954-522-2200 (Main) | 954-522-9123 (Fax)
quentin.morgan@brinkleymorgan.com

From: Dan Daley [mailto:DDaley@shutts.com]
Sent: Tuesday, November 15, 2016 9:37 AM
To: Donald Lunny <Donald.Lunny@brinkleymorgan.com>; Quentin Morgan <Quentin.Morgan@brinkleymorgan.com>
Cc: Joseph M. Goldstein <JGoldstein@shutts.com>
Subject: Petland/Plantation - Appeal

Good Morning Don and Quentin,

Joe is in trial this week, but asked that I reach out. While it is still our goal to work something out with the City of Plantation in this matter, we intend to file a Notice of Appeal on Friday, in order to preserve our right and keep our options open.

Would like to discuss the possibility of agreeing to abate the action through the same date the Special Magistrate gave us to comply (January 18). Please let us know if that's something you would be amenable to. Thanks!

Shutts

Dan Daley
Attorney at Law

Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100 | Fort Lauderdale, FL 33301
Direct: (954) 847-3870 | Fax: (954) 527-7908
E-Mail | Website

Please consider the environment before printing this email

Fox, Verlen

From: Quentin Morgan <Quentin.Morgan@brinkleymorgan.com>
Sent: Wednesday, October 19, 2016 12:29 PM
To: Fox, Verlen
Subject: Re: Petland

Thanks

Sent from my iPhone

QUENTIN E. MORGAN, ESQ.
BRINKLEY MORGAN

954-522-2200 (Main) | 954-522-9123 (Fax)
quentin.morgan@brinkleymorgan.com

On Oct 19, 2016, at 12:26 PM, Fox, Verlen <VFox@psd.plantation.org> wrote:

> Quentin:
>
> I have reviewed the enclosed and as far as I can see everything is correct and nothing needs to be revised.
>
> Thank you.
>
> VERLEN FOX
> CITY OF PLANTATION POLICE DEPT
> CODE ENFORCEMENT DIVISION
> 451 NW 70TH TERRACE
> PLANTATION, FL 33317
> TELE: 954-797-2267
> FAX: 954-797-2646
> Vfox@psd.plantation.org
>
> **From:** Quentin Morgan [mailto:Quentin.Morgan@brinkleymorgan.com]
> **Sent:** Wednesday, October 19, 2016 12:05 PM
> **To:** Mayor Diane Bendekovic <DBendekovic@plantation.org>; Fox, Verlen <VFox@psd.plantation.org>
> **Subject:** Petland
>
> Please see attached advice that will be sent to the Magistrate.
>
> QUENTIN E. MORGAN, ESQ.
> BRINKLEY MORGAN
>
> 200 East Las Olas Blvd., 19th Floor, Fort Lauderdale, Florida 33301-2209
> 954-522-2200 (Main) | 954-522-9123 (Fax)
> quentin.morgan@brinkleymorgan.com
>
> <image002.png>

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PREPARED BY:
CODE ENFORCEMENT OFFICE
CITY OF PLANTATION
451 NW 70th TERRACE
PLANTATION, FL 33317
TELEPHONE: 954-797-2267

SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA

CITY OF PLANTATION, FLORIDA **Case No: CE16-01451**

Petitioner,

vs.

DDR SOUTHEAST FOUNTAINS LLC

Respondent/Owner,

And

PETLAND PLANTATION,

Respondent/Tenant.

SUPPLEMENTAL ORDER/CLAIM OF LIEN

The City of Plantation, Special Magistrate, 400 NW 73rd Avenue, Plantation, Florida 33317, after due notice to the Respondents conducted a hearing in this matter. JOSEPH GOLDSTEIN, Attorney for Respondent/Tenant, and TATIANA ACERO, City Code Inspector and QUENTIN MORGAN, Attorney for Petitioner appeared at the hearing. The owners of Petland Plantation and a representative from Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC were present but did not present any evidence or testimony. The Special Magistrate having heard testimony at a Status Conference and the Hearing to Confirm Fine held on October 20, 2016 and based on the evidence, the Special Magistrate enters the following findings of fact and order:

1. That the Special Magistrate did issue a Final Order on July 21, 2016 on the above captioned case commanding the Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC and Respondent/Tenant, PETLAND PLANTATION to bring the violations of the City of Plantation, Code of Ordinances, as to SECTION 4-31 and SECTION 4-34 into compliance on or before August 20, 2016 or pay a fine in the amount of $250.00 per day per violation for each day of non-compliance hereafter.

2. That said violations occurred on the following described real property situate, lying and being in Broward County, Florida to wit:

STREET ADDRESS: 801 S UNIVERSITY DRIVE (C106), PLANTATION, FLORIDA

LEGAL DESCRIPTION FOR PROPERTY ID #5041 09 25 0010

JACARANDA PARCEL 816 114-9 B PARCEL 816 LESS PTS K/A OUTPARCELS 1 THRU 11 OF "THE FOUNTAINS" & LESS POR DESC IN OR 43356/1589 AS PARCEL 1 LESS POR AS DESC IN OR 48168/58

3. That Respondent/Tenant, PETLAND PLANTATION request for Case Status Conference filed the morning of the hearing was granted and heard and the request to amend the Final Order or provide any rulings that would modify the Final Order was denied.

4. That the Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC and Respondent/Tenant, PETLAND PLANTATION did comply SECTION 4-34 on or before the date specified in the Final Order entered therein. The Respondents did not comply SECTION 4-31 on or before the date specified in the Final Order entered therein.

5. IT IS THE ORDER OF THE SPECIAL MAGISTRATE that the City Ordinance number 2536 is valid and enforceable.

6. IT IS THE ORDER OF THE SPECIAL MAGISTRATE that the reduced fine of $125.00 per day for violation of City of Plantation Code of Ordinances, SECTION 4-31 as specified in said Final Order is hereby confirmed and ratified. The fine shall begin to accrue on October 20, 2016.

The Respondents are hereby granted an additional extension of time until on or before the 9th day of February, 2017 to come into compliance before the accrued fine and lien attach to the property. If the Respondents come into compliance on or before the 9th day of February, 2017 there shall be no fine or lien. In the event the Respondents do not comply the violation on or before the above extended date of compliance, the accrued fine which commenced on the 20th day of October, 2016 shall continue to accrue thereafter at the per diem specified until such time as the Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC and Respondent/Tenant, PETLAND PLANTATION shall comply with said Final Order, plus the recovery of reasonable attorney's fees and costs in any foreclosure of the lien.

7. The fine confirmed above shall constitute a lien against the land on which the violation exists, and upon any other real or personal property owned by the Respondent/ Owner, DDR SOUTHEAST FOUNTAINS LLC and Respondent/Tenant, PETLAND PLANTATION in any county wherein a certified copy of this Supplemental Order/Claim of Lien is recorded.

8. If the fine is not satisfied within 90 days from the date of this Order, the City of Plantation is authorized to foreclose on all liens or to sue to recover a money judgment for the amount of those fines plus interest that have remained unpaid for three months following the date of this order.

DONE AND ORDERED on this 20th day of October, 2016.

SPECIAL MAGISTRATE

STATE OF FLORIDA)

COUNTY OF BROWARD) SS.

The foregoing instrument was SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED before me on this 20th day of October, 2016 by STEVEN E. EISENBERG, the Special Magistrate of the City of Plantation, who is personally known to me.

Notary Signature

Verlen B. Fox
Printed Name of Notary

Notary Stamp

Notary Public State of Florida
Verlen B Fox
My Commission FF 206731
Expires 04/04/2019

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Order was received by the Principal Office Assistant and entered into the Case Docket (Public Record) this 24 day of October, 2016.

Principal Office Assistant

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

PLANNING, ZONING & ECONOMIC DEVELOPMENT
Laurence Leeds, AICP, Director

Plantation
the grass is greener®

CITY COUNCIL
Dr. Robert A. Levy, *President*
Lynn Stoner,
President Pro-Tem
Jerry Fadgen
Ron Jacobs
Chris P. Zimmerman, AIA

NOTICE OF INTENT TO APPROVE CONDITIONAL USE IN ACCORDANCE WITH CITY CODE SECTION 27-51

City Council adopted Ordinance 2457 on June 22, 2011. This Ordinance gives discretionary authority to the Planning, Zoning, and Economic Development Director to approve permitted conditional uses encompassing up to 4,000 square feet in area. Any approval by the Director shall become final 14 days after notice to adjacent property owners within 300 feet of the subject site and the City Council. The Planning, Zoning, and Economic Development Director may change his or her decision within this 14-day period. Objections to the decision must be received in writing prior to the effective date noted below. Importantly, while the Planning, Zoning, and Economic Development Director may or may not change his or her mind upon receipt of an objection, the Mayor and any Council member may require that the matter be reviewed by the City governing body, if any elected official requests such review within fourteen (14) days. **Therefore, if you object, you must also immediately contact any or all of the City elected officers and request that this matter be reviewed by the City governing body.** Contact information for elected officials can be found on the City's website, www.plantation.org.

DATE OF NOTICE: July 31, 2013

EFFECTIVE DATE OF DECISION: August 14, 2013

PETITIONER / OWNER: Robert Siegel, representative / DDR Southeast Fountains LLC. % Developers Diversified Realty, owner

ADDRESS OF SUBJECT PROPERTY: 801 South University Drive, C106

LOCATION: Generally located within the Fountains Retail Shopping center

REQUEST: Conditional use approval to allow a 2,369 square foot pet shop (Pet Land) within an existing shopping center in a SPI-3 (Midtown) zoning district.

THIS MATTER SHOULD BE REFERRED TO AS: PM13-0034

DETAILED INFORMATION REGARDING THE CONDITIONAL USE MAY BE REVIEWED IN THE ZONING DEPARTMENT LOCATED AT 401 NW 70TH TERRACE, PLANTATION, FLORIDA, MONDAY THROUGH FRIDAY FROM 8:00 A.M. UNTIL 4:30 P.M. FOR FURTHER INFORMATION PLEASE CONTACT THE ZONING DEPARTMENT AT (954) 797-2225.

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

PLANNING, ZONING & ECONOMIC DEVELOPMENT
Laurence Leeds, AICP, Director

Plantation
the grass is greener

CITY COUNCIL
Dr. Robert A. Levy, *President*
Lynn Stoner,
President Pro-Tem
Jerry Fadgen
Ron Jacobs
Chris P. Zimmerman, AIA

August 22, 2013

Robert Siegel
Doggie Style Pets Inc.
4755 Lakeside Circle E
Davie, FL 33314

RE: Petland – 801 S. University Drive, C106 – PM13-0034

Dear Mr. Siegel,

Please be advised that the request for a conditional use to allow a 2,369 square foot pet shop was approved by the Director of Planning, Zoning, and Economic Development on August 23, 2013, subject to staff comments:

STAFF COMMENTS:
PLANNING AND ZONING: No objections to the conditional use subject to the following:

1. The applicant shall provide a letter acknowledging and agreeing to comply with Section 27-721(2).
2. Hours of operation are restricted to Monday through Saturday from 10AM – 9PM and Sunday from 1100AM - 7PM (as proposed by the applicant in the July 2, 2013 letter of intent).
3. Grooming, boarding, outside exercise areas, kennels/runs, day care, breeding or other similar activities are prohibited.
4. The applicant shall provide a letter indicting the use of the 5 cubicles in the center of the retail area.
5. Occupational license approval is subject to the conditions of this approval.

ENGINEERING: No objection to the proposed conditional use request.
DESIGN, LANDSCAPE AND CONSTRUCTION MANAGEMENT: No objection.
BUILDING DEPARTMENT: No objection to the conditional use.

1. If there is no boarding or grooming on site, what are the 5 cubicles with benches for?

FIRE DEPARTMENT: No objections as to only the request for conditional use.

1. The applicant is aware that conditions may arise upon review of any required permitting plans for any interior alterations and/or construction.

UTILITIES: No objection.

Please note if the approval requires an application for building permits, this shall be obtained within twelve (12) months of this decision. If permits are not applied for, the administrative approval will become null and void. A copy of this approval letter should be included in the permit review.

Should you have any questions or need additional information, please contact me at 954-797-2225, Monday – Friday from 8AM-4:30PM.

Sincerely,

Thalein Rainford
Zoning Technician

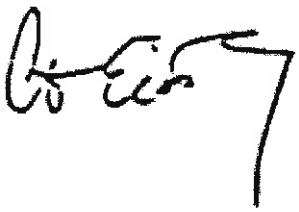
CC: Laurence Leeds, AICP, Director
Gayle Easterling, AICP, Senior Planner

Quentin Morgan

From: Steve Eisenberg <steve@eisenbergattorney.com>
Sent: Thursday, October 20, 2016 10:54 AM
To: Josee L. Goodwin; Quentin Morgan; 'vfox@psd.plantation.org'
Cc: Joseph M. Goldstein; Dan Daley
Subject: RE: Petland - Plantation - Respondent's Request For Case Status Conference

Importance: High

Good Morning to all Parties.
In my capacity as Special Magistrate for the City of Plantation, I have just received a request for a status conference by Peatland's Attorney, prior to the scheduled 1pm Confirmation of Fine hearing. I wish to advise all parties that a status conference will be held today before the scheduled Fine Confirmation Hearing. I am not postponing or cancelling the fine confirmation hearing, unless I am convinced otherwise at the status conference.
Thanks



Steven E. Eisenberg P.A.
By: Steven E. Eisenberg
3109 Stirling Rd., Ste. 101
Ft. Lauderdale, Fl 33312
954-981-6533(Office)
954-981-9161(E-Fax)
Email: steve@eisenbergattorney.com
Website: www.eisenbergattorney.com

Email: Steven E. Eisenberg, P.A. has designated this email address as its primary email address for legal service: steve@eisenbergattorney.com
No Electronic Signature: Neither the scripted/typed name of the attorney nor law firm appearing above is intended to act as an electronic signature under any state or federal law unless a contrary intent is unambiguously stated by express words in the message immediately preceding such name. This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. **If this information is received by anyone other than the named and intended addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone at the phone number of the sender listed on the email and delete the material from any computer or obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s).**
Please consider the environment before printing this email.

From: Josee L. Goodwin [mailto:JGoodwin@shutts.com]
Sent: Thursday, October 20, 2016 10:12 AM
To: 'Quentin.Morgan@brinkleymorgan.com' <Quentin.Morgan@brinkleymorgan.com>; Steve Eisenberg <steve@eisenbergattorney.com>; 'vfox@psd.plantation.org' <vfox@psd.plantation.org>
Cc: Joseph M. Goldstein <JGoldstein@shutts.com>; Dan Daley <DDaley@shutts.com>
Subject: Petland - Plantation - Respondent's Request For Case Status Conference

Good Morning,

See attached from Joseph Goldstein.

Regards.

Josee

Shutts

Josee L. Goodwin
Legal Assistant

Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100 | Fort Lauderdale, FL 33301
Direct: (954) 847-3890 | Fax: (954) 524-5506
E-Mail | Website

Please consider the environment before printing this email

Fox, Verlen

From: Joseph M. Goldstein <JGoldstein@shutts.com>
Sent: Thursday, October 20, 2016 11:14 AM
To: 'Steve Eisenberg'; Josee L. Goodwin; 'Quentin.Morgan@brinkleymorgan.com'; Fox, Verlen
Cc: Dan Daley
Subject: RE: Petland - Plantation - Respondent's Request For Case Status Conference

Received. Thank you.
Joe

Shutts

Joseph M. Goldstein
Partner, Board Certified in Business Litigation

Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100 | Fort Lauderdale, FL 33301
Direct: (954) 847-3837 | Fax: (954) 888-3066 | Cell: (954) 478-1603
E-Mail | Biography | V-Card | Website

Please consider the environment before printing this email

From: Steve Eisenberg [mailto:steve@eisenbergattorney.com]
Sent: Thursday, October 20, 2016 10:53 AM
To: Josee L. Goodwin; 'Quentin.Morgan@brinkleymorgan.com'; 'vfox@psd.plantation.org'
Cc: Joseph M. Goldstein; Dan Daley
Subject: RE: Petland - Plantation - Respondent's Request For Case Status Conference
Importance: High

Good Morning to all Parties.
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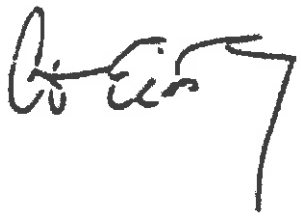
Thanks



Steven E. Eisenberg P.A.
By: Steven E. Eisenberg
3109 Stirling Rd., Ste. 101
Ft. Lauderdale, Fl 33312
954-981-6533(Office)
954-981-9161(E-Fax)
Email: steve@eisenbergattorney.com
Website: www.eisenbergattorney.com

Email: Steven E. Eisenberg, P.A. has designated this email address as its primary email address for legal service: steve@eisenbergattorney.com
No Electronic Signature: Neither the scripted/typed name of the attorney nor law firm appearing above is intended to act as an electronic signature under any state or federal law unless a contrary intent is unambiguously stated by express words in the message immediately preceding such name. This transmission is intended to be delivered only to the named addressee(s) and may contain information that is confidential, proprietary, attorney work-product or attorney-client privileged. **If this information is received by anyone other than the named and intended addressee(s), the recipient should immediately notify the sender by E-MAIL and by telephone at the phone number of the sender listed on the email and delete the material from any computer or obtain instructions as to the disposal of the transmitted material. In no event shall this material be read, used, copied, reproduced, stored or retained by anyone other than the named addressee(s), except with the express consent of the sender or the named addressee(s).**
Please consider the environment before printing this email.

From: Josee L. Goodwin [mailto:JGoodwin@shutts.com]
Sent: Thursday, October 20, 2016 10:12 AM
To: 'Quentin.Morgan@brinkleymorgan.com' <Quentin.Morgan@brinkleymorgan.com>; Steve Eisenberg <steve@eisenbergattorney.com>; 'vfox@psd.plantation.org' <vfox@psd.plantation.org>
Cc: Joseph M. Goldstein <JGoldstein@shutts.com>; Dan Daley <DDaley@shutts.com>
Subject: Petland - Plantation - Respondent's Request For Case Status Conference

Good Morning,

See attached from Joseph Goldstein.

Regards.

Josee

Shutts

Josee L. Goodwin
Legal Assistant

Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100 | Fort Lauderdale, FL 33301
Direct: (954) 847-3890 | Fax: (954) 524-5506
E-Mail | Website

Please consider the environment before printing this email

SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA

CITY OF PLANTATION, FLORIDA,

Petitioner,

vs.

DDR SOUTHEAST FOUNTAINS LLC

Respondent/Owner,

And

PETLAND PLANTATION,

Respondent/Tenant.

Case No: CE16-01451

ORDER OF CONTINUANCE

THIS CAUSE, having come before the Special Magistrate upon a HEARING TO CONFIRM FINE on the 15th day of September, 2016, and Respondent/Tenant's Attorney, DAN DALEY and Agent for Respondent/Owner appearing at the hearing herein, and the Special Magistrate having heard testimony herein, it is

ORDERED AND ADJUDGED:

That this action is hereby continued and shall reconvene at ***1:00 PM ON THURSDAY, THE 20TH DAY OF OCTOBER, 2016*** in City Council Chambers at Plantation City Hall, 400 NW 73 Avenue, Plantation, Florida.

DONE AND ORDERED this 15th day of September, 2016.

SPECIAL MAGISTRATE

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Order was received by the Code Enforcement Principal Office Assistant and entered into the Case Docket (Public Record) this 16 day of September, 2016.

Principal Office Assistant

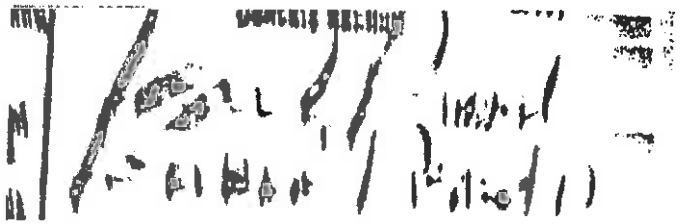
UNITED STATES POSTAL SERVICE.

Date Produced: 09/26/2016

CITY OF PLANTATION:

The following is the delivery information for Certified Mail™ item number 7199 9991 7035 6536 4005. Our records indicate that this item was delivered on 09/22/2016 at 11:51 a.m. in FORT LAUDERDALE, FL 33317. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 1369405 28947695 CEVF1601451OC

RDER CONT

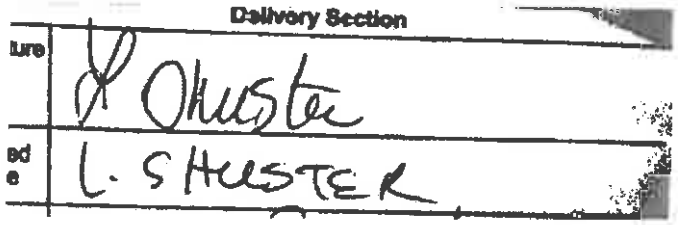
UNITED STATES POSTAL SERVICE.

Date Produced: 09/26/2016

CITY OF PLANTATION:

The following is the delivery information for Certified Mail™ item number 7199 9991 7035 6536 3527. Our records indicate that this item was delivered on 09/21/2016 at 09:39 a.m. in FORT LAUDERDALE, FL 33302. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 1369405 28947695 CEVF1601451OC

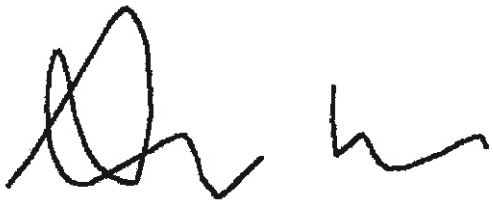
UNITED STATES POSTAL SERVICE

Date Produced: 09/26/2016

CITY OF PLANTATION:

The following is the delivery information for Certified Mail™ item number 7199 9991 7035 6536 3510. Our records indicate that this item was delivered on 09/21/2016 at 11:42 a.m. in FORT LAUDERDALE, FL 33324. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

801 S UDF C106

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 1369405 28947695 CEVF1601451OC

RETURN RECEIPT

UNITED STATES POSTAL SERVICE

Date Produced: 09/26/2016

CITY OF PLANTATION:

The following is the delivery information for Certified Mail™ item number 7199 9991 7035 6560 9779. Our records indicate that this item was delivered on 09/22/2016 at 09:02 a.m. in BEACHWOOD, OH 44122. The scanned image of the recipient information is provided below.

Signature of Recipient :

Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 1369405 28947695 CEVF1601451OC

ORDER CONT (CORP)

SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA

CITY OF PLANTATION, FLORIDA

Case No: CE16-01451

Petitioner,

vs.

DDR SOUTHEAST FOUNTAINS LLC

Respondent(s).

NOTICE OF HEARING TO CONFIRM FINE

Date: August 23, 2016

To:
DDR SOUTHEAST FOUNTAINS LLC
3300 ENTERPRISE PKWY
BEACHWOOD, OH 44122

DDR CORP.
801 S. UNIVERSITY DR, SUITE D-105
PLANTATION FL 33324

PETLAND - TENANT
801 S UNIVESITY DR STE C106
PLANTATION FL 33324

Re: Property Address - 801 S UNIVERSITY DR C106

YOU ARE HEREBY SUMMONED to appear before the Special Magistrate, City of Plantation, Florida, on **September 15, 2016 at 1:00 PM** in the City Council Chambers, Plantation City Hall, 400 N.W. 73rd Avenue, Plantation Florida.

The purpose of the Hearing to Confirm Fine before the Special Magistrate is to determine whether or not the Respondent has complied with the Final Order of the Special Magistrate issued on July 21, 2016, and to confirm and ratify the fine imposed in the Final Order. Thereafter, a Claim of Lien may be filed in the Public Records of Broward County, Florida.

You have the right to be present and to respond and present evidence and witnesses at the scheduled hearing.

Tatiana Acero
Code Enforcement Inspector
954-797-2645

SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA

CITY OF PLANTATION, FLORIDA

Petitioner,

Vs.

DDR SOUTHEAST FOUNTAINS LLC

Respondent/Owner,

And

PETLAND PLANTATION,

Respondent/Tenant.

Case No: CE16-01451

FINAL ORDER

STREET ADDRESS: 801 S UNIVERSITY DRIVE (C106), PLANTATION, FLORIDA

LEGAL DESCRIPTION FOR PROPERTY ID #5041 09 25 0010

JACARANDA PARCEL 816 114-9 B PARCEL 816 LESS PTS K/A OUTPARCELS 1 THRU 11 OF "THE FOUNTAINS" & LESS POR DESC IN OR 43356/1589 AS PARCEL 1 LESS POR AS DESC IN OR 48168/58

The Special Magistrate of the City of Plantation heard testimony at the hearing held on July 21, 2016, and based on the evidence, the Special Magistrate, pursuant to a judgment, enters the following FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER:

FINDINGS OF FACT

Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC is the owner, and Respondent/Tenant, PETLAND PLANTATION is the Tenant of the above referenced property. Respondents did not appear at the Special Magistrate Hearing on July 21, 2016. Respondent/Owner and Respondent/Tenant were notified by certified mail.

On the 17th day of May, 2016, Tatiana Acero, Code Enforcement Inspector received several complaints and observed numerous breeds of puppies offered for sale. The store owner was contacted regarding the violations of Section 4-31 [Retail sale of dogs; from only one litter of one dog from one hobby breeder] and provided until 6/16/16 to comply. On

6/20/216, a violation of Section 4-34 [Missing certified of source not displayed within 3 Ft of each cage] was also observed. A Notice of Violation was issued for Sections 4-31 and 4-34. with a comply by date of 6/28/16. As of the date of this hearing the violation still exists and the property remains in non-compliance.

CONCLUSIONS OF LAW

The Respondents are in violation of City of Plantation, Code of Ordinances, Section 4-31 and Section 4-34 and pursuant to Section 162.09 of Florida Statutes, if the Respondents fail to comply with the Special Magistrate's Order, a fine may be incurred and become a lien on the Respondent's property.

ORDER

IT IS THE ORDER OF THE SPECIAL MAGISTRATE that based on the foregoing, Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC, and Respondent/Tenant, PETLAND PLANTATION shall comply with the City of Plantation Code of Ordinances, Section 4-31 and Section 4-34 on or before the 20th day of August, 2016. If the Respondents do not comply within the time specified, the Respondents may be assessed a fine at $250.00 per day per violation for each day the violations continue to exist beyond the date set for compliance.

Upon complying, Respondents shall notify Tatiana Acero, Code Enforcement Inspector at 954-797-2645 who shall inspect the property and notify the Special Magistrate of the compliance.

DONE AND ORDERED on this 21st day of July, 2016.

Special Magistrate

RECORD ENTRY:

I HEREBY CERTIFY that the original of the foregoing signed Order was received by the Principal Office Assistant and entered into the Case Docket (Public Record) on this 22 day of July, 2016.

Principal Office Assistant

LEGAL DEPARTMENT

Donald J. Lunny, Jr.
City Attorney

Plantation
the grass is greener

MAYOR
Diane Veltri Bendekovic
CITY COUNCIL
Chris Zimmerman, *President*
Ron Jacobs, *President Pro Tem*
Dr. Robert A. Levy
Lynn Stoner
Peter S. Tingom

MEMORANDUM

To: Mayor and Members of the City Council

From: Quentin E. Morgan, Assistant City Attorney

Date: August 4, 2015

Re: Revised Regulatory Ordinance Regarding Pet Shops

As the City Council may remember from 2014, consideration was given to this Ordinance. At that time it was decided, due pending lawsuits across the country and in particular the lawsuit involving the City of Sunrise, that this Ordinance would be held in abeyance until such time as the Courts weighed in on the matter. In June, the Federal Court for the Southern District of Florida granted the City of Sunrise's Motion for Summary Judgment rejecting all of the constitutional claims of the pet shop plaintiff in that case. Similar results have been made across the country with the most recent notable case being the City of Phoenix.

Attached for the City Council's consideration is a revised regulatory Ordinance concerning Pet Shops. The significant changes to the Ordinance from First Reading are highlighted in yellow. Since First Reading, the Administration has learned that certain nationally recognized associations/entities "accredit" dog and cat breeders. Rather than prohibit the retail sale of any dog or cat in a Pet Shop (except for those offered by a Rescue Organization or the Humane Society) as was previously proposed, the Ordinance has been revised to allow Pet Shops to acquire dogs and cats from such "accredited breeders" for resale. Some accrediting association/entities have been mentioned by name in the Ordinance, and others may be approved by City Resolution (Lines 191 – 207). The other significant change to the regulation is to allow Pet Shops to acquire dogs and cats from Hobby Breeders for subsequent retail sale by the Pet Shop (Line 178). Finally, Pet Shops are being given until January 31, 2015 to sell their inventory and the word "inventory" as been defined for practical expedience (Lines 165 – 174). The Legal Department and Administration believes that the revised regulation utilizes a narrower regulatory focus, and may address the alleged negative secondary effects of young animals sourced from "puppy mills" or "kitten mills" in a more practical manner.

This revised Ordinance is now ready to be considered as a Legislative Item as Second Reading.

DJL:tw
Enclosure
{406}9002-11001

200 E. Las Olas Boulevard, Suite 1900, New River Center, Ft. Lauderdale, Florida, 33301
Phone (954) 522-2200 Fax (954) 522-9123

such the constitutionality of many of the ordinances have been challenged in Federal Court;

WHEREAS, in Florida, the United States District Court for the Southern District of Florida heard a challenge to the ordinance adopted by the City of Sunrise;

WHEREAS, the court on summary judgment upheld the City of Sunrise ordinance against the constitutional challenges of the pet shop plaintiff in that case;

WHEREAS, the courts in other jurisdictions, most recently the Arizona Federal Court in the Phoenix case, have made similar findings upholding the authority of local governments to regulate in this area and the manner in which local governments are implementing the regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PLANTATION, FLORIDA:

Section 1. The forgoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby rendered a specific part of this Ordinance upon adoption and shall serve as its legislative history.

Section 2. Sec. 4-1, "Definitions" is hereby amended to read as follows:

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal shall mean every living non-human creature, excluding tropical fish.

Animal control officer or *officer* shall mean any person employed by the City of Plantation or Broward County, or such agents or employees as are designated by the city or county to perform the duties of such officer, which person is authorized to investigate on public or private property civil infractions relating to animal control or cruelty, and to issue citations as provided herein. An animal control officer is not authorized to bear arms or make arrests (unless such person is a sworn police officer).

Animal rescue organization means humane society or other duly incorporated nonprofit organization operated as a bona fide charitable organization under Section 501(c)3 of the Internal Revenue Code, which organization is devoted to the rescue, care and/or adoption of stray, abandoned or surrendered animals and which does not breed animals.

Animal shelter means a public animal shelter or duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals, and which does not breed animals.

At large means off the premises of the owner and not under the control, custody, charge or possession of the owner or other responsible persons to whom custody, control, charge or possession of an animal, either by leash, cord, chain, or other physical barrier, fence, cage, full or partial enclosure sufficient to contain the animal, has been delegated.

Broward County Animal Regulations shall mean the Broward County Animal Care and

zoning regulations of the city, Broward County, or both, if applicable. "Kennel" shall not include any humane society, animal protection agency or veterinarian clinic.

Pet shop means an establishment open to the public and engaging in the business of the retail sale of animals.

Pet shop operator means a person who owns or operates a pet shop, or both.

Owner means any person owning, keeping or harboring an animal.

Retail sale includes display, offer for sale, offer for adoption, trade, rent, barter, auction, give away, or other transfer of or dispose of any cat or dog.

Veterinarian shall mean a veterinarian duly licensed and regulated by the State of Florida in accordance with Chapter 474 of the Florida Statutes.

Wild animal shall mean any non-human primate, raccoon, skunk, fox, poisonous snake, leopard, panther, tiger, lion, lynx or any other animal so classified by the Florida Game and Fresh Water Fish Commission.

Section 3. Chapter 4 of the Code of Ordinances of the City of Plantation, entitled "Animals", is amended to create a new Article III as follows:

Article III.

Retail Sale of Dogs and Cats

Sec. 4-31. Sale or transfer of dogs and/or cats. Except as provided in Sec. 4-32 and 4-33 below, no pet shop shall engage in the retail sale of dogs or cats in the City on or after _____ [the effective date of this Ordinance].

Sec. 4-32. Existing Inventory. An existing pet shop may continue the retail sale of ~~to display, offer for sale, offer for adoption, barter, auction, give away, or otherwise transfer~~ its inventory of cats and dogs as of _____ [the effective date of this Ordinance], until ~~September 30, 2014~~ January 31, 2016. Existing pet shops shall provide the City with copies of its inventory documentation as of _____ [the effective date of this Ordinance]. The inventory documentation shall include a photograph of each dog and cat. The word "inventory" as used herein means those dogs and cats actually located on the premises of the Pet Shop, and those dogs and cats which are alive as of _____ [effective date of this Ordinance] and which have been ordered by the pet shop for retail sale at the Premises pursuant to inventory replacement orders that were existing as of _____ [the effective date of this Ordinance].

Sec. 4-33. Exceptions. The prohibition of Sec. 4-31 shall not apply to:

1. Hobby breeders as defined in this Chapter ~~The display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs or cats from the property which they were bred and reared. The use of any property for this purpose shall be appropriately zoned and licensed by the City for such purpose and comply with applicable federal, state, and county laws and regulations~~; or

quantities of visible, clean and fresh water available at all times; and medical attention or necessary veterinary care when the dog or cat is diseased or injured.

Sec. 4-36. Remedies and Enforcement. The City shall have the following remedies and enforcement powers for violations of this Article. The remedies and enforcement powers established in this Article shall be cumulative and the City may exercise them in any order or combination at any time.

(a) Each retail sale of any dog or cat in violation of this Article shall be a separate violation (i.e. a pet shop owner or a pet shop operator, or both, shall be subject to being cited for each transaction as a separate violation).

(b) The City may seek to revoke any issued local business tax receipts issued for the location of the violation.

(c) The City may seek an injunction or other equitable relief in court to enjoin violations of this Article.

(d) The City may seek a court order in the nature of mandamus, abatement, injunction, or other action or proceeding to abate or remove a violation.

(e) The city may also seek to enforce a violation of this Article in accordance with Chapter 6 of this Code (by prosecuting the case in front of the special magistrate) with each day of the violation being a separate offense.

(f) The City may also choose to prosecute violations in accordance with the procedures set forth in section 4-20 of this Code. However, any person or entity cited for an infraction under this Article, who elects not to contest the citation shall pay a civil penalty in an amount as follows which must be remitted in accordance with subsection 14-20(d) of this Code:

(1) One hundred dollars ($100.00) for the first offense.

(2) Two hundred dollars ($200.00) for the second offense.

(3) Four hundred dollars ($400.00) for the third and any subsequent offense.

Any person cited for an infraction under this Article who elects to contest the citation and is found to have committed the violation, or any person who does not elect to contest the violation but fails to pay the applicable civil penalty in a timely manner as set forth in subsection 14-20(d) of this Code, shall pay a civil penalty in an amount as follows:

(1) Two hundred dollars ($200.00) for the first offense.

(2) Up to five hundred dollars ($500.00) for the second and any subsequent offense.

Susan Slattery, City Clerk

[311]9002-11001

CITY OF PLANTATION
NOTICE OF VIOLATION

Date: June 20, 2016

To: DDR SOUTHEAST FOUNTAINS LLC - OWNER
3300 ENTERPRISE PKWY
BEACHWOOD, OH 44122

PETLAND - TENANT
801 S UNIVESITY DR STE C106
PLANTATION FL 33324

Case Number: CE16-01451

Address of Violation: 801 S UNIVERSITY DR C106

Property ID #: 504109250010

Legal Description: JACARANDA PARCEL 816 114-9 B PARCEL 816 LESS PTS K/A OUTPARCELS 1 THRU 11 OF "THE FOUNTAINS" & LESS POR DESC IN OR 43356/1589 AS PARCEL 1 LESS POR AS DESC IN OR 48168/58

You are notified that the following violation(s) exist(s) on the property identified above:
City of Plantation Code of Ordinances

Violation Numeric(s) and Titles and required corrective action(s) is (are) as follows:

CHAPTER	SECTION	CORRECTIVE ACTION
CHAPTER 4: Animals	4-31 The retail sale of dogs and cats	The retail sale of dogs is unlawful and shall cease. Dogs may only be obtained by Petland for retail sale if from one Hobby Breeder that breeds one litter of puppies a year from one dog and provides Petland with the puppies from that litter. Petland may also offer dogs for retail sale when an animal shelter or animal rescue organization operates out of or in connection with Petland.
CHAPTER 4: Animals	4-34 Certificate of Source	Failure to display certificate of source of puppies for sale. Certificate of source shall include a photo, description of the puppy and source of the puppy displayed within 3 feet of each cage.

The violation(s) is (are) described as follows:
Numerous breeds of puppies are offered for sale at the pet store which results in the violation of the requirements for the City ordinance regarding the retail sale of cats and dogs. The violator has also failed to display certificate of source.

Violation must be corrected by: 06/28/2016
Please call for a re-inspection to avoid a hearing being conducted.

Failure to correct the Violation(s) by that date will result in presentation of this (these) matter(s) to the City of Plantation Special Magistrate at a Hearing to be held on:

07/21/2016 at 1:00 PM

at City Hall, City of Plantation, 400 NW 73 Avenue, Plantation, Florida 33317. If the Special Magistrate determines at the Hearing that a violation exists, fines may be imposed for each day the violation continues, and costs may be assessed, pursuant to Chapter 162, Florida Statutes. Please bring documentation that shows compliance or attempts at compliance (contacts, cancelled checks, etc.).

Certified Mail - #91719999917035656120 14-owner
#91719999917035656120 21-tenant

Tatiana Acero
Code Enforcement Inspector

Code Enforcement Department
City Department

954-797-2645
Phone

YOU ARE HEREBY ADVISED THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, THAT PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

Petland
PETLAND PETS MAKE LIFE BETTER!

Petland Davie, FL
(954) 474-4380
Petland Plantation, FL
(954) 616-5467

Send me an email when new pets are added.

Select a breed from the dropdown list and click the "Find A Pet" button.

Petland Plantation | All Breeds | Find a Pet >>

Currently Available Pets

IMAGE	BREED	DATE OF BIRTH	GENDER	LOCATION
	Australian Shepherd	10-Apr-2016	Male	Petland Plantation
	Cava-Tzu	03-May-2016	Male	Petland Plantation
	Chihuahua	12-Apr-2016	Female	Petland Plantation
	Chihuahua	11-Apr-2016	Male	Petland Plantation
	Chiweenie	04-Mar-2016	Male	Petland Plantation
	Chiweenie	16-Mar-2016	Female	Petland Plantation
	Dachshund	06-Apr-2016	Female	Petland Plantation
	Dachshund	06-Apr-2016	Male	Petland Plantation

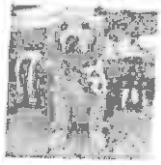
IMAGE	BRFED	DATE OF BIRTH	GENDER	LOCATION
	Dachshund	22-Apr-2016	Female	Petland Plantation
	Dachshund	02-May-2016	Male	Petland Plantation
	Golden Retriever	03-May-2016	Male	Petland Plantation
	Golden Retriever	10-May-2016	Male	Petland Plantation
	Miniature Goldendoodle	04-May-2016	Male	Petland Plantation
	Mini Australian Shepherd	03-May-2016	Male	Petland Plantation
	Morkie	27-Apr-2016	Male	Petland Plantation
	Pekashi	10-May-2016	Male	Petland Plantation
	Pekashi	10-May-2016	Male	Petland Plantation
	Pomapoo	02-May-2016	Female	Petland Plantation
	Pomeranian	20-Apr-2016	Male	Petland Plantation
	Pomeranian	20-Apr-2016	Male	Petland Plantation
	Pomeranian	10-Apr-2016	Female	Petland Plantation

IMAGE	BREED	DATE OF BIRTH	GENDER	LOCATION
	Poodle	10-Apr-2016	Female	Petland Plantation
	Porkie	06-May-2016	Male	Petland Plantation
	Puggle	25-Mar-2016	Male	Petland Plantation
	Pungle	05-Apr-2016	Female	Petland Plantation

Next >>

Petland Davie
11482 W. State Rd. 84
Davie, FL 33325
Phone: 954-474-4380

Petland Plantation
801 S University Dr.
Plantation, FL 33324
Phone: 954-616-5467

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Petland
PETLAND PETS MAKE LIFE BETTER

Petland Davie, FL
(954) 474-4380
Petland Plantation, FL
(954) 616-5467

Puppy Selection
Puppy Package
Puppies for a Lifetime
Obedience Training
Breed Information
Financing
Choosing a Puppy
Testimonials
Buyer Information
Career Opportunities
Newsletter Signup
Other Animals
Pet Supplies
Brands We Carry
Petland Cares
About Us
Contact Us
Find Us

About Us

It is our desire at Petland to make a difference in the communities we serve. For more than 40 years, Petland has been the retail pet industry leader in the area of animal care with ongoing staff training programs, in-store animal husbandry systems and community service programs aimed at placing homeless pets and curbing pet overpopulation in the community.

Any breed can be special ordered. We stock the largest selection of puppies around! We have the healthiest puppies, each of which come with a 3 year warranty.

We at Petland make the health and well-being of our pets our #1 priority. Our Petland store has local consulting veterinarians. And our puppies and kittens are the finest available -- happy and healthy family pets.

Our registerable pets come from professional and hobby breeders who have years of experience in raising quality family pets. Petland puppies and kittens are checked by at least two and in most cases three veterinarians before being offered to our customers. Trained Petland kennel technicians check the health of our puppies and kittens every day. Weight, temperature and eating habits are monitored and records are kept.

Any inconsistencies are noted and reported to local consulting veterinarians who provide follow-up care. Petland's custom-designed kennels are larger in all dimensions than recommended by the United States Department of Agriculture. Our kennels are designed to be easily disassembled and are cleaned continuously each day.

All Petland puppies and kittens go home with current vaccinations and a health warranty covering infectious diseases and hereditary or congenital disorders. Within the first few days of adoption, new pet owners are advised to take their puppy or kitten to a veterinarian for an additional health check.

Petland Davie
11482 W. State Rd. 84
Davie, FL 33325
Phone: 954-474-4380

Petland Plantation
801 S University Dr.
Plantation, FL 33324
Phone: 954-616-5467

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LEGAL DEPARTMENT

Donald J. Lunny, Jr.
City Attorney

Plantation
the grass is greener

MAYOR
Diane Veltri Bendekovic
CITY COUNCIL
Ron Jacobs, *President*
Peter S. Tingom, *President Pro Tem*
Dr. Robert A. Levy
Lynn Stoner
Chris Zimmerman

May 16, 2016

Theresa Alexandrich
Code Enforcement Supervisor
City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

Re: Retail Sale of Dogs and Cats Ordinance

Dear Ms. Alexandrich:

This correspondence will confirm our advice regarding Ordinance No. 2536 related to the retail sale of dogs and cats.

By way of background, we have reviewed the legislative history in regards to the passage of the ordinance. We also reviewed the litigation involving the City of Sunrise wherein the City of Sunrise withstood a legal challenge, on various legal grounds, to its ordinance related to the retail sale of dogs and cats. As you may recall, between first and second reading of the City's ordinance, the City awaited the outcome of the Sunrise litigation. During the interim, there was much discussion from both sides of the issue related to the retail sale and particularly the allowance of "hobby breeders". Following the conclusion of the Sunrise litigation, the City modified its ordinance to follow in substance the Sunrise ordinance which included the current provisions related to "hobby breeders".

Accordingly, we advised you that the intent of the City's regulations for the retail sale of dogs and cats, as same relates to hobby breeders, is that a pet shop may obtain dogs and cats for retail sale on the pet shop premises from a hobby breeder. However, that pet shop may only use one hobby breeder per calendar year. Moreover, the pet shop may only sell the puppies or kittens from one litter of one dog or cat breed from that hobby breeder, per calendar year.

That being said, in light of the foregoing and Chapter 162, Florida Statutes, the Police Department shall determine when a violation of the ordinance occurs and begin enforcement proceedings as the law requires, including determining and providing the alleged violator with a reasonable time for compliance.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Quentin E. Morgan
Assistant City Attorney

QEM:tw
[595]9002-92020

LORI PARRISH
BROWARD COUNTY
PROPERTY APPRAISER

Site Address	801 S UNIVERSITY DRIVE, PLANTATION
Property Owner	DDR SOUTHEAST FOUNTAINS LLC % DEVELOPERS DIVERSIFIED REALTY
Mailing Address	3300 ENTERPRISE PKWY BEACHWOOD OH 44122

ID #	5041 09 25 0010
Millage	2212
Use	16

Abbreviated Legal Description	JACARANDA PARCEL 816 114-9 B PARCEL 816 LESS PTS K/A OUTPARCELS 1 THRU 11 OF "THE FOUNTAINS" & LESS POR DESC IN OR 43356/1589 AS PARCEL 1 LESS POR AS DESC IN OR 48168/58

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values

Click here to see 2015 Exemptions and Taxable Values as reflected on the Nov. 1, 2015 tax bill.

Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2016	$12,066,990	$44,408,200	$56,475,190	$48,101,220	
2015	$12,066,990	$33,985,070	$46,052,060	$43,728,390	$998,683.36
2014	$12,066,990	$27,686,100	$39,753,090	$39,753,090	$901,301.86

2016 Exemptions and Taxable Values by Taxing Authority

	County	School Board	Municipal	Independent
Just Value	$56,475,190	$56,475,190	$56,475,190	$56,475,190
Portability	0	0	0	0
Assessed/SOH	$48,101,220	$56,475,190	$48,101,220	$48,101,220
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	$48,101,220	$56,475,190	$48,101,220	$48,101,220

Sales History

Date	Type	Price	Book/Page or CIN
2/27/2004	SW*		36984 / 1386
2/18/2003	SW*	$44,000,000	34604 / 1174
4/22/1998	SW*	$12,928,571	28110 / 938
11/1/1988	SWD	$850,000	
1/1/1987	SWD	$1,800,000	

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations

Price	Factor	Type
$10.00	1,206,699	SF
Adj. Bldg. S.F. (Card, Sketch)		320919

Special Assessments

Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
			P		CP	PL		
			P					
			27.7			216		

Memorandum to Mayor and Council Members
March 8, 2017

Exhibit C
Agenda backup materials for February 8, 2017 meeting

McHugh

8

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald J. Lunny, Jr., City Attorney

Date: February 2, 2017

Re: Pet Shops Code Enforcement Update

Copies: Bill Laystrom, Esq. and Joseph Goldstein, Esq.

This Agenda Item is not sponsored by the Administration; instead, it is being sponsored by me in light of pending litigation and a Special Magistrate Ruling.

As the Council may recall, the City adopted Ordinance No. 2536 pertaining to the subject of animals on August 31, 2015. Similar local legislation has been referenced as "Puppy Mill" legislation. A copy of this Ordinance is attached as Exhibit "1". The Ordinance established a time deadline of January 1, 2016 for pet shops in Plantation sell off their existing inventory so as to thereafter conform to the Ordinance.

The plain and unambiguous language of the Ordinance allows pet shops to sell dogs or cats from a single hobby breeder, which is defined as a breeder which has a single litter per year. On June 20, 2016, the City Code Enforcement Division issued a Notice of Violation to Petland Plantation and the owner of the Fountains Shopping Center. Among other arguments presented to the Special Magistrate, the Respondents argued that the Ordinance should not be construed to allow pet shops to sell dogs and cats from only one hobby breeder. The Special Magistrate determined that the Ordinance was valid and enforceable, and allowed the Respondents until February 9, 2017 to come into compliance. Attached as Exhibit "2" is the Order of the Special Magistrate. The February 9, 2017 date was established after the Appellants' indicated a desire to address the Council about this matter.

On November 18, 2016, Petland appealed the Special Magistrate's rulings in the Code Enforcement Case, including rulings which we believed were no longer reviewable by Appeal. The case has been assigned a Case No. of CACE 16-021071 (AP), and will be reviewed by a three (3) Judge panel of the 17th Judicial Circuit Court. The Court has stricken from the Appeal Special Magistrates Orders that are no longer reviewable by Appeal. To allow the Council to consider the Appellant's request, I have granted the Appellants' a thirty (30) day extension of time to file their initial Brief (which was otherwise due on or about February 27, 2017).

In the absence of any additional flexibility being written into the Ordinance, we will continue to follow its plain meaning, and will continue to defend the Appeal unless the litigation is resolved. Please note:

1. If the City Council desires to amend the law to increase the number of hobby breeders from which any pet shop in Plantation can source dogs or cats, the City may wish to consider

making the number manageable from a Code Enforcement perspective. In order to accommodate economies of scale, perhaps allowing a pet shop to source animals from hobby breeders depending on the amount of leased retail space may be one idea (i.e. one breeder per year per each 1,000 sq. ft. of leased space for the store's retail operations). I do not believe that any slight increase in flexibility in this regard will resolve the Appeal, and I am confident that any effort to amend the Ordinance in this regard will be closely scrutinized by that portion of the public which *strongly* urged the Ordinance's adoption.

2. Petland's legal counsel has informally advised that they believe Petland has approximately three (3) years left on its lease, and that they believe Petland and the Fountains Shopping Center owner may agree to resolve the Code Enforcement Appeal if they are allowed to continue their current operations through the end of their current lease term, with the understanding that the store would either become fully complaint at that time, or leave Plantation. As of this writing, this proposal should not be considered an Offer that is "on the table" so to speak. If this proposal becomes an "Offer" which is acceptable to the Council, the form and nature of these commitments would minimally involve a Forbearance Agreement, a Dismissal of the Appeal with Prejudice, and an Agreed Order being entered by the Code Enforcement Special Magistrate. An update report at the Council Meeting is expected by Petland's lawyers, and if an arrangement is made which is acceptable to the City, I would respectfully ask that the Administration be given the authority to implement the arrangement without further Council approvals.

This matter is now ready for consideration as an Administrative Item.

DJL:tw
Attachments
[900]9001-11002

ORDINANCE NO. 2536

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA RELATING TO ANIMALS BY AMENDING THE PLANTATION CODE OF ORDINANCES TO CREATE REGULATIONS FOR THE RETAIL SALE OF DOGS AND CATS; PROVIDING SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, existing state and federal laws regulate dog and cat breeders, as well as pet shops that sell dogs and cats including the Animal Welfare Act ("AWA") (7 U.S.C. Section 2131 et seq.); and

WHEREAS, Animal Welfare Act requires, among other things, the licensing of certain breeders of dogs and cats and that these breeders maintain minimum health, safety and welfare standards for animals in their care with enforcement of these requirements by the United States Department of Agriculture ("USDA"); and

WHEREAS, according to USDA inspection reports, some additional documented problems found at puppy mills include: (1) sanitation problems leading to infectious disease; (2) large number of animals overcrowded in cages; (3) lack of proper veterinary care for severe illnesses and injuries; (4) lack of protection from harsh weather conditions; and (5) lack of adequate food and water; and

WHEREAS, according to The Humane Society of the United States, American consumers purchase dogs and cats from pet shops that the consumers believe to be healthy and genetically sound, but in reality, the animals often face an array of health problems including communicable diseases or genetic disorders that present immediately after sale or that do not surface until several years later, all of which lead to costly veterinary bills and distress to consumers; and

WHEREAS, many "puppy mill" puppies and "kitten factory" kittens are being sold in pet shops for sale to the public; and

WHEREAS, across the country, thousands of independent pet shops as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of dogs and cats; many of these shops collaborate with local animal sheltering and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, while the City Council recognizes that not all dogs and cats retailed in pet shops are products of inhumane breeding conditions and would not classify every commercial breeder selling dogs or cats to pet shops as a "puppy mill" or "kitten factory", it is the City Council's belief that puppy mills and kitten factories continue to exist in part because of public demand and the sale of dogs and cats in pet shops; and

WHEREAS, the City Council believes that restricting the retail sale of dogs and cats in pet shops in the City will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the City;

Exhibit "1"

WHEREAS, many jurisdictions across the country have enacted similar ordinances and as such the constitutionality of many of the ordinances have been challenged in Federal Court;

WHEREAS, in Florida, the United States District Court for the Southern District of Florida heard a challenge to the ordinance adopted by the City of Sunrise;

WHEREAS, the court on summary judgment upheld the City of Sunrise ordinance against the constitutional challenges of the pet shop plaintiff in that case;

WHEREAS, the courts in other jurisdictions, most recently the Arizona Federal Court in the Phoenix case, have made similar findings upholding the authority of local governments to regulate in this area and the manner in which local governments are implementing the regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PLANTATION, FLORIDA:

Section 1. The forgoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby rendered a specific part of this Ordinance upon adoption and shall serve as its legislative history.

Section 2. Sec. 4-1, "Definitions" is hereby amended to read as follows:

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal shall mean every living non-human creature, excluding tropical fish.

Animal control officer or *officer* shall mean any person employed by the City of Plantation or Broward County, or such agents or employees as are designated by the city or county to perform the duties of such officer, which person is authorized to investigate on public or private property civil infractions relating to animal control or cruelty, and to issue citations as provided herein. An animal control officer is not authorized to bear arms or make arrests (unless such person is a sworn police officer).

Animal rescue organization means humane society or other duly incorporated nonprofit organization operated as a bona fide charitable organization under Section 501(c)3 of the Internal ~~Revenue Code, which organization is devoted to the rescue, care and/or adoption of stray, abandoned~~ or surrendered animals and which does not breed animals.

Animal shelter means a public animal shelter or duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals, and which does not breed animals.

At large means off the premises of the owner and not under the control, custody, charge or possession of the owner or other responsible persons to whom custody, control, charge or possession of an animal, either by leash, cord, chain, or other physical barrier, fence, cage, full or partial enclosure sufficient to contain the animal, has been delegated.

Broward County Animal Regulations shall mean the Broward County Animal Care and Regulation Ordinance and any and all rules and regulations promulgated thereunder.

Cat means an animal of the Felidae family of the order Carnivora.

Certificate of source means any document from the source city or county animal shelter or animal control agency, humane society, Hobby breeder, or non-profit rescue organization declaring the source of the dog or cat on the premises of the pet shop, retail business, or other commercial establishment. The certificate of source shall include at a minimum: (a) a photograph of the dog or cat; (b) a brief description of the dog or cat, the name, address, telephone number, and e-mail address of the source of the dog or cat; (c) shall be signed by the pet store certifying the accuracy of the certificate; and (d) shall be signed by the purchaser or transferee of the dog or cat acknowledging receipt of the Certificate of Source.

Citation shall mean a written notice issued to a person by an officer with probable cause to believe that the person has committed a civil infraction in violation of this chapter.

City shall mean the City of Plantation, Florida.

City council shall mean the City Council for the City of Plantation, Florida.

Control shall mean the regulation of the possession, ownership, care and custody of an animal.

County shall mean Broward County, Florida.

Division shall mean the Animal Care and Regulation Division for Broward County.

Dog means an animal of the Canidae family of the order Carnivora and includes both male and female.

Existing pet shop means any pet shop or pet shop operator that displayed, sold, delivered, offered for sale, offered for adoption, bartered, auctioned, gave away, or otherwise transferred cats or dogs in the City on the effective date of this article and complied with all applicable provisions of the Code of Ordinances.

Harboring shall mean the act of keeping and caring for an animal or providing a premises to which the animal returns for food, shelter or care for a period of at least forty-eight (48) hours.

Hobby breeder means any person or entity that causes or allows the breeding or studding of a dog or cat resulting in no more than a total of one litter per calendar year whether or not the animals in such litter are offered for sale or other transfer. The use of any property in the City for this purpose shall be appropriately zoned and licensed by the City for such purpose and comply with applicable federal, state, and county laws and regulations.

Kennel shall mean any place at which dogs, cats or any other animal, reptile, bird or fowl are kept for sale, breeding, boarding, treatment or grooming purposes as allowed by this Chapter and the zoning regulations of the city, Broward County, or both, if applicable. "Kennel" shall not include any

humane society, animal protection agency or veterinarian clinic.

Pet shop means an establishment open to the public and engaging in the business of the retail sale of animals.

Pet shop operator means a person who owns or operates a pet shop, or both.

Owner means any person owning, keeping or harboring an animal.

Retail sale includes display, offer for sale, offer for adoption, trade, rent, barter, auction, give away, or other transfer of or dispose of any cat or dog.

Veterinarian shall mean a veterinarian duly licensed and regulated by the State of Florida in accordance with Chapter 474 of the Florida Statutes.

Wild animal shall mean any non-human primate, raccoon, skunk, fox, poisonous snake, leopard, panther, tiger, lion, lynx or any other animal so classified by the Florida Game and Fresh Water Fish Commission.

Section 3. Chapter 4 of the Code of Ordinances of the City of Plantation, entitled "Animals", is amended to create a new Article III as follows:

Article III.

Retail Sale of Dogs and Cats

Sec. 4-31. Sale or transfer of dogs and/or cats. Except as provided in Sec. 4-32 and 4-33 below, no pet shop shall engage in the retail sale of dogs or cats in the City on or after _____ [the effective date of this Ordinance].

Sec. 4-32. Existing Inventory. An existing pet shop may continue the retail sale of its inventory of cats and dogs as of _____ [the effective date of this Ordinance], until January 31, 2016. Existing pet shops shall provide the City with copies of its inventory documentation as of _____ [the effective date of this Ordinance]. The inventory documentation shall include a photograph of each dog and cat. The word "inventory" as used herein means those dogs and cats actually located on the premises of the Pet Shop, and those dogs and cats which are alive as of _____ [effective date of this Ordinance] and which have been ordered by the pet shop ~~for retail sale at the Premises pursuant to inventory replacement orders that were existing as of~~ _____ [the effective date of this Ordinance].

Sec. 4-33. Exceptions. The prohibition of Sec. 4-31 shall not apply to:

1. Hobby breeders as defined in this Chapter; or

2. An animal shelter as defined in this Chapter; or

3. A animal rescue organization as defined in this Chapter; or

4. An animal shelter or animal rescue organization that operates out of or in connection with a pet shop; or

5. Pet shops that obtain all cats and dogs for retail sale on the pet shop premises from a Hobby breeder; or

6. Some or all of the foregoing.

Sec. 4-34. Certificate of Source. A pet shop shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage, or enclosure, a certificate of source with photograph of each dog or cat offered for retail sale, and shall provide a copy of such certificate to the purchaser or transferee of any dog or cat sold or transferred. A code enforcement officer or police officer may request a review copies of such certificates and, upon such request, the pet shop operator or any attending employee must present such certificates at that time and without delay. Failure to post and maintain the certificate of source as provided herein is a violation of this section. In addition, failure to provide a certificate of source, and the provision of a falsified certificate of source, is a violation of this section.

Sec. 4-35. Hobby Breeders must meet the following requirements:

(a) Keep records for a period of at least three (3) years and make such records available for review by the City upon request of (i) the birth of each litter of dogs and cats and (ii) veterinary records of rabies vaccinations, all other inoculations, and any medical condition(s) of each dog and cat.

(b) Ensure that dogs and cats are provided: clean, sanitary, safe and humane conditions; sufficient quantities of appropriate food daily; proper air ventilation and circulation; adequate quantities of visible, clean and fresh water available at all times; and medical attention or necessary veterinary care when the dog or cat is diseased or injured.

Sec. 4-36. Remedies and Enforcement. The City shall have the following remedies and enforcement powers for violations of this Article. The remedies and enforcement powers established in this Article shall be cumulative and the City may exercise them in any order or combination at any time.

(a) Each retail sale of any dog or cat in violation of this Article shall be a separate violation (i.e. a pet shop owner or a pet shop operator, or both, shall be subject to being cited for each transaction as a separate violation).

(b) The City may seek to revoke any issued local business tax receipts issued for the location of the violation.

(c) The City may seek an injunction or other equitable relief in court to enjoin violations of this Article.

(d) The City may seek a court order in the nature of mandamus, abatement, injunction, or other action or proceeding to abate or remove a violation.

(e) The city may also seek to enforce a violation of this Article in accordance with Chapter 6 of this Code (by prosecuting the case in front of the special magistrate) with each day of the violation being a separate offense.

(f) The City may also choose to prosecute violations in accordance with the procedures set forth in section 4-20 of this Code. However, any person or entity cited for an infraction under this Article, who elects not to contest the citation shall pay a civil penalty in an amount as follows which must be remitted in accordance with subsection 14-20(d) of this Code:

(1) One hundred dollars ($100.00) for the first offense.

(2) Two hundred dollars ($200.00) for the second offense.

(3) Four hundred dollars ($400.00) for the third and any subsequent offense.

Any person cited for an infraction under this Article who elects to contest the citation and is found to have committed the violation, or any person who does not elect to contest the violation but fails to pay the applicable civil penalty in a timely manner as set forth in subsection 14-20(d) of this Code, shall pay a civil penalty in an amount as follows:

(1) Two hundred dollars ($200.00) for the first offense.

(2) Up to five hundred dollars ($500.00) for the second and any subsequent offense.

The city may assess against such persons all costs incurred by the city for transportation, impoundment, confinement, treatment or destruction of the animal.

(g) In addition to the enforcement powers specified in this Article, the City may exercise any and all enforcement powers granted by City Charter, ordinance, or state or federal law.

Section 4. Severability. Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 5. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of the City of Plantation; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon passage on second reading by the City Council and signature by the Mayor.

PASSED ON FIRST READING by the City Council this 9th day of April, 2014.

PASSED AND ADOPTED ON SECOND READING by the City Council this 26th day of August, 2015.

SIGNED by the Mayor this 31 day of August, 2015.

Diane Deltis Bendekovic
MAYOR

ATTEST

Susan K. Slattery
CITY CLERK

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Ordinance was received by the Office of the City Clerk and entered into the Public Record this 31 day of August, 2015.

Susan K. Slattery
Susan Slattery, City Clerk

[311]9002-11001,v2

PREPARED BY:
CODE ENFORCEMENT OFFICE
CITY OF PLANTATION
451 NW 70th TERRACE
PLANTATION, FL 33317
TELEPHONE: 954-797-2267

SPECIAL MAGISTRATE
CITY OF PLANTATION, FLORIDA

CITY OF PLANTATION, FLORIDA **Case No: CE16-01451**

Petitioner,

vs.

DDR SOUTHEAST FOUNTAINS LLC

Respondent/Owner,

And

PETLAND PLANTATION,

Respondent/Tenant.

SUPPLEMENTAL ORDER/CLAIM OF LIEN

The City of Plantation, Special Magistrate, 400 NW 73rd Avenue, Plantation, Florida 33317, after due notice to the Respondents conducted a hearing in this matter. JOSEPH GOLDSTEIN, Attorney for Respondent/Tenant, and TATIANA ACERO, City Code Inspector and QUENTIN MORGAN, Attorney for Petitioner appeared at the hearing. The owners of Petland Plantation and a representative from Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC were present but did not present any evidence or testimony. The Special Magistrate having heard testimony at a Status Conference and the Hearing to Confirm Fine held on October 20, 2016 and based on the evidence, the Special Magistrate enters the following findings of fact and order:

1. That the Special Magistrate did issue a Final Order on July 21, 2016 on the above captioned case commanding the Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC and Respondent/Tenant, PETLAND PLANTATION to bring the violations of the City of Plantation, Code of Ordinances, as to SECTION 4-31 and SECTION 4-34 into compliance on or before August 20, 2016 or pay a fine in the amount of $250.00 per day per violation for each day of non-compliance hereafter.

2. That said violations occurred on the following described real property situate, lying and being in Broward County, Florida to wit:

Exhibit "2"

STREET ADDRESS: 801 S UNIVERSITY DRIVE (C106), PLANTATION, FLORIDA

LEGAL DESCRIPTION FOR PROPERTY ID #5041 09 25 0010

JACARANDA PARCEL 816 114-9 B PARCEL 816 LESS PTS K/A OUTPARCELS 1 THRU 11 OF "THE FOUNTAINS" & LESS POR DESC IN OR 43356/1589 AS PARCEL 1 LESS POR AS DESC IN OR 48168/58

3. That Respondent/Tenant, PETLAND PLANTATION request for Case Status Conference filed the morning of the hearing was granted and heard and the request to amend the Final Order or provide any rulings that would modify the Final Order was denied.

4. That the Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC and Respondent/Tenant, PETLAND PLANTATION did comply SECTION 4-34 on or before the date specified in the Final Order entered therein. The Respondents did not comply SECTION 4-31 on or before the date specified in the Final Order entered therein.

5. IT IS THE ORDER OF THE SPECIAL MAGISTRATE that the City Ordinance number 2536 is valid and enforceable.

6. IT IS THE ORDER OF THE SPECIAL MAGISTRATE that the reduced fine of $125.00 per day for violation of City of Plantation Code of Ordinances, SECTION 4-31 as specified in said Final Order is hereby confirmed and ratified. The fine shall begin to accrue on October 20, 2016.

The Respondents are hereby granted an additional extension of time until on or before the 9th day of February, 2017 to come into compliance before the accrued fine and lien attach to the property. If the Respondents come into compliance on or before the 9th day of February, 2017 there shall be no fine or lien. In the event the Respondents do not comply the violation on or before the above extended date of compliance, the accrued fine which commenced on the 20th day of October, 2016 shall continue to accrue thereafter at the per diem specified until such time as the Respondent/Owner, DDR SOUTHEAST FOUNTAINS LLC and Respondent/Tenant, PETLAND PLANTATION shall comply with said Final Order, plus the recovery of reasonable attorney's fees and costs in any foreclosure of the lien.

7. The fine confirmed above shall constitute a lien against the land on which the violation exists, and upon any other real or personal property owned by the Respondent/ Owner, DDR SOUTHEAST FOUNTAINS LLC and Respondent/Tenant, PETLAND PLANTATION in any county wherein a certified copy of this Supplemental Order/Claim of Lien is recorded.

8. If the fine is not satisfied within 90 days from the date of this Order, the City of Plantation is authorized to foreclose on all liens or to sue to recover a money judgment for the amount of those fines plus interest that have remained unpaid for three months following the date of this order.

DONE AND ORDERED on this 20th day of October, 2016.

SPECIAL MAGISTRATE

STATE OF FLORIDA)

COUNTY OF BROWARD) SS.

The foregoing instrument was SWORN TO, SUBSCRIBED, AND ACKNOWLEDGED before me on this 20th day of October, 2016 by STEVEN E. EISENBERG, the Special Magistrate of the City of Plantation, who is personally known to me.

Notary Signature

Verlen B. Fox
Printed Name of Notary

Notary Stamp

Notary Public State of Florida
Verlen B Fox
My Commission FF 206731
Expires 04/04/2019

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Order was received by the Principal Office Assistant and entered into the Case Docket (Public Record) this 27 day of October, 2016.

Principal Office Assistant

REGULAR MEETING OF THE CITY COUNCIL
PLANTATION, FLORIDA

August 26, 2015

The meeting was called to order by Councilmember Chris Zimmerman, President of the City Council.

1. Roll Call by City Clerk:

Councilmember:	Ron Jacobs
	Robert A. Levy
	Lynn Stoner
	Peter S. Tingom
	Chris P. Zimmerman
Mayor:	Diane Veltri Bendekovic
Asst. City Attorney:	Quentin Morgan
City Clerk:	Susan K. Slattery

* * * * *

2. The invocation was offered by Councilmember Zimmerman.

The Pledge of Allegiance followed.

ITEMS SUBMITTED BY THE MAYOR

3. **Resolution #12131**
RESOLUTION of Appreciation to Kevin R. Swan for 22 years of dedicated service to the City of Plantation.

Motion by Councilmember Jacobs, seconded by Councilmember Tingom to adopt the Resolution. Motion carried on the following roll call vote:

Ayes: Jacobs, Levy, Stoner, Tingom, Zimmerman
Nays: None

Mayor Bendekovic presented the following employee service awards:

Lt. Joseph Gallignani	Police Department	25 years
Cheryl Greenberg	Parks and Recreation	25 years
Diana Berichelli	Design and Construction	20 years
Brett Butler	Engineering	15 years
Steven Natora	Utilities Department	10 years
Charles Reaz	Parks and Recreation	10 years

* * * * *

James Romano, Parks and Recreation Director made the following announcements:

- PAL Soccer registration is open
- Visual Art Competition for the Art Search Program
- Boys and Girls Hot Shot Basketball Contest

Mayor Bendekovic made the following announcements:

- Economic Development Summit – September 10
- Broward County United Way Mayor's Gala – October 24
- Historical Museum is seeking volunteers for the gift shop during special programs
- Band Day Kick Off at the Museum – August 29
- Kids Day Off at Central Park – September 14
- Share a Pony at the Equestrian Center – September 14
- Farmers Market every Saturday 8am – 2pm at Volunteer Park

Chief Stearns provided an update on Tropical Storm Ericka.

* * * * *

CONSENT AGENDA

As a Commissioner of the CRA, Mayor Bendekovic has a voting privilege on Item No. 14.

4. Request to approve the purchase of one 2015 Ford Transit Van from Plantation Ford at a cost of $27,487.92. (Budgeted - Public Works Capital).

5. Request to approve budgeted funds and authorize the payment of $22,922.08 to Dell Leasing for the needed computers. (Budgeted - IT).

6. Request for authorization to issue payment to Board of County Commissioners, Broward County, Florida, in the amount of $34,172.54, for Plantation's participation in the Broward Water Partnership rebate program (Budgeted-Utilities).

7. Waiver request to permit Decorative Street Signage - Isla Del Sol Estates Neighborhood - private roadways.

8. Waiver request to permit Decorative Street Signage - Willow Pond Estates Neighborhood - private roadways.

9. **Resolution #12132**
RESOLUTION approving 2015 Code Enforcement Fine Reduction Score Sheet.

10. **Resolution #12133**
RESOLUTION approving to extend Construction & Demolition contracts for one year until September 30, 2016 (Waste Management).

11. **Resolution #12134**
RESOLUTION approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period August 06, 2015 through August 19, 2015 for the Plantation Gateway Development District.

12. **Resolution #12135**
RESOLUTION approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period August 06, 2015 through August 19, 2015 for the Plantation Midtown Development District.

13. **Resolution #12136**
RESOLUTION approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period August 06, 2015 through August 19, 2015.

14. **Resolution #12137**
RESOLUTION approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period August 06, 2015 through August 19, 2015 for the City of Plantation's Community Redevelopment Agency.

Motion by Councilmember Jacobs, seconded by Councilmember Tingom, to approve the Consent Agenda as presented. Motion carried on the following roll call vote:

Ayes: Jacobs, Levy, Stoner, Tingom, Zimmerman
Nays: None
Mayor Bendekovic voted affirmatively on Item No. 14.

* * * * *

ADMINISTRATIVE ITEMS

15. **Presentation of Salary Compensatory Study.**

A memo dated August 26, 2015, to the City Council from Horace McHugh, Chief Administrative Officer, follows:

Due to salary competitiveness among municipalities Planation has experienced difficulties in recruiting and retaining qualified candidates in many positions. On March 25, 2015, Administration received a consensus from the Council to issue a Request for Proposal (RFP) to perform a long overdue employee salary study.

The City received (3) proposals ranging from $24,950 to $60,000. Administration accepted Evergreen Solutions, LLC who submitted the lowest most responsive proposal of $24,950. The study is complete and Evergreen is now ready to present their assessment and implementation options to the Council.

Attached, for the Council's review, is the consultant's report. We have also attached copies of the recommended salary ranges, organized by department order and organized by "percentage change required to bring the range to midpoint."

The consultant will be making a presentation at the August 26, 2015 meeting, after which we look forward to the Council's input, question, and feedback.

After discussion, consensus was reached to delay implementing the recommendations suggested by Evergreen Solutions until additional information is provided to the Council.

16. **Resolution #12138**

RESOLUTION of the City of Plantation approving that certain First Amendment to Agreement between the City of Plantation and the Plantation Athletic League, Inc.; providing a savings clause; and providing an effective date therefor.

A memo dated July 22, 2015, to the City Council from Jim Romano, Parks and Recreation Director, follows:

The agreement between the City of Plantation ("City") and the Plantation Athletic League, Inc. ("PAL") was signed in 2010. The Parks and Recreation department has reviewed the Agreement with PAL with the thought of updating same. As the Council may remember, material changes to the Agreement need to be reviewed and approved by the City Council

Attached, please find a Resolution approving a First Amendment to Agreement. The high points are:

1. Specific provision have been added concerning the maximum number of travel team expected by the parties, with a provision that allows exceptions to the maximums which can be approved the Administration. (Lines 25-41).

2. To the extent reasonably possible, PAL programs will need to be affiliated with an accredited League affiliation. This will promote uniformity, assist in ensuring that League safety and equipment protocol are followed and assist PAL in its obligation to complete certain background checks. (Lines 43-65 and Lines 77-83).

3. The PAL program review has been streamlined. Previously, the PAL Sports Commissioners and Athletic Supervisor were required to submit program reviews four (4) times a year. This was too burdensome to the PAL volunteers and to Staff. The program review will now be completed by the Athletic Supervisor annually. (Lines 103-120).

4. Provisions have been added which clearly state the parties intent that the City has liability to PAL except for making refunds, in the event the Broward County School Board or another third party vendor determines to cancel or amend any of the leases or other arrangements enjoyed by the City and used by PAL. (Lines 192-211).

5. The provisions concerning travel league special championships, and PAL special events, have clarified. (Pages 6 and 7).

This matter is now ready to be considered as an Administrative Item.

Motion by Councilmember Jacobs, seconded by Councilmember Tingom to approve the aforementioned appointments and adopt the resolution. Motion carried on the following roll call vote:

Ayes: Jacobs, Levy, Stoner, Tingom, Zimmerman
Nays: None

* * * * *

LEGISLATIVE ITEMS

17. Second and Final Reading of **ORDINANCE #2536** pertaining to animals by amending the Plantation Code of Ordinances to create regulations for the retail sale of dogs and cats; providing severability; providing for inclusion in the Code; and providing an effective date therefor.

A memo dated August 4, 2015, to the City Council from Quentin Morgan, Assistant City Attorney, follows:

As the City Council may remember from 2014, consideration was given to this Ordinance. At that time it was decided, due pending lawsuits across the country and in particular the lawsuit involving the City of Sunrise, that this Ordinance would be held in abeyance until such time as the Courts weighed in on the matter. In June, the Federal Court for the Southern District of Florida granted the City of Sunrise's Motion for Summary Judgment rejecting all of the constitutional claims of the pet shop plaintiff in that case. Similar results have been made across the country with the most recent notable as being the City of Phoenix.

Attached for the City Council's Consideration is a revised regulatory Ordinance concerning Pet Shops. The significant changes to the Ordinance from First Reading are highlighted in yellow. Since First Reading, the Administration has learned that certain nationally recognized/entities "accredit" dog and cat breeders for resale. Some accrediting association/entities have been mentioned by name in the Ordinance and others may be approved by City Resolution (Lines 191-207). The other significant change to the regulation is to allow Pet Shops to acquire dogs and cats from Hobby Breeders subsequent retail sale by the Pet Shop (Line178). Finally, Pet Hops are being given until January 31, 2015 to sell their inventory and the word "inventory" has been defined for practical expedience (Lines 165-174). The Legal Department and Administration believes that the revised regulation utilizes a narrower regulatory focus, and may address the alleged negative secondary effects of young animals sourced from "puppy mills" or "kitten mills" in a more practical manner.

This revised Ordinance is now ready to be considered as a Legislative Item as Second Reading.

The following people spoke in <u>favor</u> of the Ordinance that passed on First Reading at the April 9, 2014 Council Meeting:

1. Judith Ware – read an email into the record from Dale Bartlett, Public Policy Director of the Stop Puppy Mills Campaign for the Humane Society.
2. Michelle Lazaro
3. Carlos

4. Jerry Fadgen
5. Louis Reinstein

The following people spoke in opposition of the Ordinance:

1. Don Anthony
2. Scott First
3. Vicki Siegel
4. Robert Siegel

Motion by Councilmember Levy, seconded by Councilmember Tingom to adopt the Ordinance on Second Reading as it was presented on First Reading with the addition of hobby breeders. Motion carried on the following roll call vote:

Ayes: Levy, Stoner, Tingom, Zimmerman
Nays: Jacobs

* * * * *

QUASI-JUDICIAL ITEMS

18. **Resolution # 12139**
RESOLUTION approving a 1,560 square foot coin operated laundry establishment as a conditional use and the request for a site plan modification to allow a 1,560 square foot coin operated laundry establishment in a B-2P zoning District located on the SW corner of Cypress Rd. and NW 69th Ave.

The following staff report was submitted by the Planning and Zoning Department:

REQUEST: Conditional use approval to allow a 1,560 square foot coin operated laundry in a B-2P zoning district.

WAIVER REQUESTS:

1) From: Section 27-720(27)(c), which limits self-service laundries to a total rated capacity of five hundred (500) pounds (for all washing units combined);
To: Increase the total rated capacity from five hundred (500) pounds (for all washing units combined) to of six hundred and thirty-four (634) pounds.

2) From: Section 27-720(27)(c), which limits self-service laundries to a maximum machine rated capacity of twenty-five hundred (25) pounds;
To: Increase the maximum machine rated capacity from twenty-five (25) pounds to a range of thirty (30) to eighty (80) pounds.

EXHIBITS TO BE INCLUDED: Planning and Zoning Division report; subject site map; and Conditional use application.

ANALYSIS: The subject site is a 2.2 acre parcel and currently developed with an 18,979 square foot single story multi-tenant commercial building with surface parking lot. The plaza is bound by Cypress Road to the north; commercial uses to the south and west; and NW 69th Avenue to the east. The closest residential unit

(mid-rise condominium on north side of Cypress Road) is located approximately 230 feet from the laundramat entrance.

The applicant is requesting conditional use approval to allow a 1,560 square foot coin operated laundromat in the tenant space previously occupied by Cypress Square Laundromat. The proposed hours of operation are 7:00 a.m. to 12:00 midnight, seven days a week. The applicant proposes to staff the laundromat with an attendant during operating hours.

Section 27-720(27)(c), which limits self-service laundries to a maximum machine rated capacity of twenty-five hundred (25) pounds. The applicant is requesting a waiver to allow:

- 28 dryers with a 30 pound capacity;
- 4 dryers with a 50 pound capacity;
- 5 washers with a 30 pound capacity;
- 5 washers with a 40 pound capacity;
- 2 washers with a 60 pound capacity; and
- 1 washer with an 80 pound capacity

Overall, coin-operated laundries are limited to a total rated capacity of five hundred (500) pounds (for all washing units combined). The applicant is requesting a waiver to allow a total rated capacity for all washing machines of six hundred and thirty-four (634) pounds.

Because the previous laundromat has been closed for more than 6 months, Section 27-768 requires a new conditional use approval be granted for the proposed coin operated laundry use. The review of a conditional use request should include consideration of the criteria noted in Section 27-768 of the Land Development Code, which is attached hereto as Exhibit "A".

STAFF COMMENTS:

PLANNING AND ZONING: No objection to the conditional use request and washing machine size waiver subject to conditions.

1. Hours of operation - Monday to Sunday from 7:00 a.m. – 12:00 a.m. (as proposed by the applicant in the July 24, 2015 letter of intent).
2. The development must be consistent with the floor plans stamped received AUG 13, 2015 and attached hereto as Exhibit "B".
3. An attendant shall be present on the premises at all times that the facility is in operation.
4. Outdoor vehicle or material storage is prohibited.
5. Occupational license approval is subject to the conditions of this approval.
6. Signage is not part of this review.

DESIGN, LANDSCAPE & CONSTRUCTION MANAGAMENT: Staff has no objection to the conditional use request.

1. This property was brought up to City landscape codes within the past 6 month and been well maintained.

BUILDING DEPARTMENT: No objection to the conditional use.

ENGINEERING: No objection.

FIRE DEPARTMENT: No objection to the conditional use request.

POLICE DEPARTMENT: No objection to the conditional use request.

1. Police inspection of property recommends:
   a) Follow through with security cameras and full staffing as stated in the letter of intent.
   b) The property has signs that the parking lot is under surveillance 24 hours 7 days a week by security cameras. No cameras were seen during inspection.
   c) Replace all parking lot lights from the current high pressure sodium bulb to a LED fixture.

UTILITIES: No objection.

EXHIBIT "A"

Where applicable, the review of a Conditional Use request should include consideration of the criteria noted in Section 27-768 of the Land Development Code, attached hereto. The applicant is required to identify the following:

1. A binding and buildable site plan that allows the Council to determine the architectural features and buffering needed to protect the surrounding property.

See attached example exhibit A.

2. The proposed conditional use will be consistent with the general plan for the physical development of the district including any master plan or portion thereof adopted by the Council.

Coin-operated laundries are permitted in the B-2p zoning district as a conditional use, meeting the regulations of ordinance Sec. 27-721 (Regulations to The Master List of Businesses). In addition, a coin operated laundry business had been present in this space of the shopping center for greater than 20 years.

3. The proposed conditional use will be in harmony with the general character of the neighborhood, considering population density, scale and bulk of any proposed structures, intensity and character of activity, traffic and parking conditions, and number of similar uses. A present need for the conditional use must be demonstrated.

The re-approval of this conditional use will have a positive effect on the shopping center, and the community at large. When the business was first closed by the previous owner, many local residents were in question of where to wash their garments. We believe based on the surrounding residential units, there is sufficient demand and need for this business to be present and provide service. The business will be self contained, and air conditioned with closed doors. Parking in both the front and rear of the store will provide ease of access allow traffic of the center to flow freely. At approximately 1,560 SF / 300 SF = 5.2 spaces which are readily available.

4. The proposed conditional use will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding property, or the neighborhood, and will cause no objectionable noise, vibration, fumes, odor, dust glare of physical activity.

The store will contain all new style equipment that will run at a much higher efficiency, and will operate much quieter than any equipment that had been in use prior. With the doors closed, there will be no noise exhibited from the exterior.

See attached example exhibit B.

5. The proposed conditional use will not adversely affect the health, safety, security, morals, or general welfare of residents, visitors, or workers in the neighborhood.

The store will be fully attended, secured with security cameras, and cooled via air conditioning and have competitive pricing.

6. The proposed conditional use will not, in conjunction with existing development in the area and permitted development under existing zoning, overburden existing public services and facilities.

Re-opening the facility will not overburden public services and facilities as we will be operating with new style and high efficiency machines that will have a higher efficiency rate and lower consumption rate.

7. The proposed conditional use shall meet all other specific standards that may be set forth elsewhere in the Code of Ordinances.

Yes, however a use variance request regarding the size of laundry machines has been submitted in conjunction with this application.

8. The proposed conditional use shall disclose the square feet of use sought for approval so that an adequate evaluation may be made.

Approximately 1,560 SF.

Motion by Councilmember Tingom, seconded by Councilmember Jacobs to adopt the Resolution, conditional use, and site plan amendment subject to staff comments. Motion carried on the following roll call vote:

Ayes: Jacobs, Levy, Stoner, Tingom, Zimmerman
Nays: None

* * * * *

Lobbyist Report

Dave Ericks, Lobbyist for the City provided an update on past and upcoming legislative sessions.

Councilmember Comments:

Councilmember Stoner – requested the creation of a foreclosure Ordinance and increase Code Enforcement personnel.

Public Requests of the Council Concerning Municipal Affairs:

Carla Breyers-Davis, she spoke about the Code Enforcement violations she received for the custom wrapping on her family vehicle that was deemed a commercial vehicle. She requested the code be amended to allow for a vehicle cover to be used.

* * * * *

Meeting adjourned at 10:30 p.m.

* * * * *

_____
Councilmember Chris Zimmerman, President
City Council

ATTEST:

_____
Susan Slattery, City Clerk

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Minutes was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2015.

_____
Susan Slattery, City Clerk

Exhibit D
Agenda backup materials for April 9, 2014 meeting

MEETING OF THE CITY COUNCIL
PLANTATION, FLORIDA

April 9, 2014

The meeting was called to order by Councilmember Lynn Stoner President of the City Council.

1. Roll Call by City Clerk:

Councilmember:	Jerry Fadgen
	Ron Jacobs
	Robert A. Levy
	Lynn Stoner
	Chris P. Zimmerman
Mayor:	Diane Veltri Bendekovic
City Attorney:	Donald J. Lunny, Jr.

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2. The invocation was offered by Councilmember Jacobs.

The Pledge of Allegiance followed.

3. Approval of the minutes of the meeting held September 25, 2013.

The minutes of the City Council Meeting held September 25, 2013 were approved as printed.

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ITEMS SUBMITTED BY THE MAYOR

Mayor Bendekovic introduced Joel Gordon, Fire/Rescue Battalion Chief.

Mr. Gordon and Fire Chief Laney Stearns presented Life Safety Awards to the following people:

Paul Conti, Lieutenant Jermaine Gaspard, Paramedic Evelyn Gabor, EMT Chris Santillan, Captain Ezra Lubow

Mr. Gordon stated that on the morning of November 15, 2013, Rescue 25 responded to assist a man not breathing. Upon arrival, the crew found Mr. James Torpi (sic), a 77-year-old man, in cardiac arrest. They also observed the patient's son-in-law, Mr. Paul Conti, performing "textbook quality chest compressions". The crew assumed CPR and overall patient care. They initiated advanced life support and while rendering care the patient regained spontaneous circulation and began to breathe on his own. The crew continued care while transporting him to Plantation General Hospital. Twelve days later, Mr. Torpi was able to walk out of the hospital. Mr. Torpi wanted to be here tonight, unfortunately, he could not make the trip down from Ormond Beach. This

successful effort was due to a prescribed life saving chain of events that began with rapid delivery of effective CPR.

The Plantation Fire Department hereby recognizes Mr. Paul Conti with a Plantation Fire Department Civilian Citation Award for his life saving efforts.

Mr. Conti thanked the paramedics and EMT's and believes they are the true heroes.

The Plantation Fire Department recognizes the crew of Rescue 25; Lieutenant Jermaine Gaspard, Paramedic Evelyn Gabor, EMT Chris Santillan, and Captain Ezre Lubow for their life saving efforts, quick actions and effective patient care.

Mr. Gordon indicated that the Shift Captain is not always honored; usually it is just the crew. In putting this case together the family had such high praise for Captain Lubow for how he kept everyone calm and informed that he became a critical part of this operation.

From early CPR to rapid Rescue response, to early Emergency Department intervention, we are proud to illustrate that here in Plantation we not only have a system that is designed to save lives; we have a system that does save lives.

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James Romano, Director of Parks and Recreation, made the following announcements:

- Summer Camp applications are available at Plantation Central Park, Jim Ward Community Center, Volunteer Park and all of the Plantation Public Elementary Schools. The Summer Camp lottery begins on Monday, April 28, 2014 and camp begins on Monday, June 9, 2014. Camp will run from June 9, 2014 through August 1, 2014. There is also a two-week Kids Camp that runs from August 4, 2014 through August 15, 2014.
- PAL has online registration. They will still have one registration in person with PAL representatives at Plantation Central Park. Registration is daily at any of our recreational facilities for any PAL sports program.
- Relay for Life will be held at Plantation Central Park at the north end ball fields starting Friday, April 11, 2014 through Saturday, April 12, 2014.
- Little Legions Tennis Tournament will be on Saturday, April 12, 2014 through Monday, April 14, 2014 at the Frank Veltri Tennis Center.
- The Royal Easter Egg Hunt will be on Saturday, April 19, 2014 at 10:00 a.m. at the Pop Travers Field for ages 3 through 10.
- The Plantation Preserve Golf Course will have an Easter Sunday Buffet between 10:00 a.m. and 2:30 p.m.; reservations are required.

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Mayor Bendekovic made the following announcements:

- The Plantation Police Department is having a Prescription Drug Take Back event on Saturday, April 26, 2014 between 10:00 a.m. and 2:00 p.m.

- The Federated Road annual road closing will be on Saturday, April 19, 2014 and Sunday, April 20, 2014 between 12:00 a.m. and 12:00 a.m. Only emergency vehicles will be allowed access.
- The 33rd Mayor's Interfaith Prayer Breakfast will be at the Renaissance Hotel on Thursday, May 1, 2014 at 8:00 a.m.
- The Plantation Historical Museum presents the Plant Affair on Saturday, May 3, 2014 and Sunday, May 4, 2014 between 9:00 a.m. and 5:00 p.m. at Plantation Heritage Park.
- The Teddy Bear Picnic will be at the Helen B. Hoffman Library on Saturday, May 3, 2014 between 11:30 a.m. to 12:30 p.m.
- The Plantation Farmer's Market is at Volunteer Park every Saturday between 8:00 a.m. and 2:00 p.m.

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Mayor Bendekovic indicated that she needs Council to choose a delegate and first alternate for the Broward League of Cities. Currently, she is the delegate and Councilmember Zimmerman is the alternate.

Councilmember Stoner suggested leaving the designees as it is.

Motion by Councilmember Levy, seconded by Councilmember Fadgen, to keep the delegate and the alternate the same with Mayor Bendekovic as the delegate and Councilmember Zimmerman as the alternate. Motion carried on the following roll call vote:

Ayes: Zimmerman, Fadgen, Jacobs, Levy, Stoner
Nays: None

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CONSENT AGENDA

As a Commissioner of the CRA, Mayor Bendekovic has a voting privilege on Item No. 11.

Item No.'s 5 and 18 were pulled from tonight's agenda.

Item No. 7 was removed and discussed separately.

Mr. Lunny read the Consent Agenda by title.

4. Permission for Westfield Broward Mall to host a Traveling Mobile Event for Complimentary Refined Tailored Eye Brow Program in the parking lot near JC Penney on Thursday, May 1, 2014 through Sunday, May 4, 2014 from 11:00 a.m. until 6:00 p.m.

Ordinance No. 2499

6. **ORDINANCE** Second and Final Reading pertaining to the subject of Finance; increasing various fees and charges of the City Fire Department for permits and inspections; providing a savings clause; providing an effective date therefor.

Resolution No. 11860

8. **RESOLUTION** approving the Expenditures and Appropriations reflected in the Weekly Expenditure Report for the period March 20, 2014 through April 2, 2014 for the Plantation Gateway Development District.

Resolution No. 11861

9. **RESOLUTION** approving the Expenditures and Appropriations reflected in the Weekly Expenditure Report for the period March 20, 2014 through April 2, 2014 for the Plantation Midtown Development District.

Resolution No. 11862

10. **RESOLUTION** approving the Expenditures and Appropriations reflected in the Weekly Expenditure Report for the period March 20, 2014 through April 2, 2014.

Resolution No. 11863

11. **RESOLUTION** approving the Expenditures and Appropriations reflected in the Weekly Expenditure Report for the period March 20, 2014 through April 2, 2014 for the City of Plantation's Community Redevelopment Agency.

Motion by Councilmember Fadgen, seconded by Councilmember Zimmerman, to approve tonight's Consent Agenda as printed. Motion carried on the following roll call vote:

Ayes: Zimmerman, Fadgen, Jacobs, Levy, Stoner
Nays: None

Mayor Bendekovic voted on Item No. 11 affirmatively.

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Mr. Lunny read Item No. 7.

Ordinance No. 2500

7. **ORDINANCE** Second and Final Reading calling for and ordering a binding referendum to be held in the City of Plantation on November 4, 2014; to determine whether a majority of the electors voting in such referendum are in favor of certain proposed Charter Amendments that would require candidates for City Elective Office to have resided within Plantation for a minimum of one (1) year prior to the qualifying period opening; establishing the date of the referendum for the Charter Amendments to be held on November 4, 2014; requesting that the Broward County Supervisor of Elections conduct the Election in accordance with applicable laws and regulations; providing ballot language; directing that the Notice of Election be prepared and published; providing for severability; and providing an effective date therefor.

Councilmember Fadgen pulled this item so he could vote against it. He does not believe that we should legislate for problems that do not exist in the City.

Motion by Councilmember Jacobs, seconded by Councilmember Zimmerman, to approve Ordinance No. 2500 as presented. Motion carried on the following roll call vote:

Ayes: Zimmerman, Jacobs, Levy, Stoner
Nays: Fadgen

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ADMINISTRATIVE ITEMS

Mr. Lunny read Item No. 12.

12. DISCUSSION PERTAINING TO TENNIS CENTER OPERATIONS COMPARISONS.

A Memorandum dated March 25, 2014, to Mayor Diane Veltri Bendekovic and City Council Members, from James S. Romano, Director of Parks and Recreation, follows:

Attached for your review are comparisons of the operations at several local tennis centers, including the City of Plantation's Frank Veltri Tennis Center. The comparisons focus on terms of employment and/or contracts as well as the fees that are collected for memberships, lessons, tournaments, concessions, etc.

Please review and if you have any questions or concerns regarding this matter, please call me at 954-452-2513.

Councilmember Stoner advised that this not about privatizing the Tennis Center. Approximately three years ago she had some questions regarding contracts that were in place regarding the Tennis Center. At the time, her colleagues felt like everything was fine. During the last budget session there was a consensus that we would like staff to review the model and compare it to other cities, municipalities and entities to see if the model from 1984 was still a valid model.

Mr. Romano indicated that staff looked at the different models throughout Broward County as far as how they operate their tennis facility. A lot of different information was provided. One was a graph that shows revenues and expenditures of some of the tennis facilities in and around the County. The chart shows that the expenditures in the majority of the facilities far outweigh the revenues they bring in with the exception of Broward County because they have a different contract under a different type of model. The County gives the facility to the vendor and the vendor is responsible for all of the maintenance and revenues. The vendor gives the County approximately $100,000 for the two facilities. We were concerned that we have a gap of $67,000 where the tennis courts were not being self sufficient in the manner that we are looking for our facilities to get to today. He can see how the discussion with regard to privatizing the tennis courts got misconstrued. Mr. Cooper is a hybrid instructor; he is partially contracted and partially a City employee. A couple of years ago the department recommended membership fee increases, which the tennis community adopted and accepted. By the numbers regarding the breakdown of the membership as it is today, there is a total of 480 members. We did not want to increase member fees since they just endured a fee increase so he met with Mr. Cooper, Sharon Kent and Lowell Kaufman, and discussed other ideas. He presented three things to increase the revenue back to the City from the tennis facility. One was to increase the contract for Mr. Saviano, who gives lessons. Another was to take an additional 10% from the Assistant Tennis Pros, who give lessons on a day to day weekly basis. The last was to have Mr. Cooper provide a rental fee or a permanent stipend of $1,500 per month. When looking at these totals it generates an extra $64,000 and closes that gap. It is their goal to have this facility at a

break even point. He received a few letters from the USTA, which were distributed. We have a lot of tennis tournaments and it is because of the great facilities that we have. Tennis is very important to this community. When the infrastructure was built and Mr. Cooper and Mr. Kaufman came on board they have grown the facility through leaps and bounds. The facility has a total of 26 tennis courts and it is by far the best tennis facility in Broward County. That is why people like the USTA want to come here for the Orange Bowl Event. When these people come to town there is a huge economic impact across the City; $1.4 million from the Orange Bowl Event. He believes the economic impact from the 14 and under was $1.2 million. These events are a great value to the City and the businesses in the community. They are hoping that Council will approve these suggestions. He is not going to recommend that they go into effect until October of the next fiscal year.

Councilmember Stoner mentioned that Mr. Cooper has willingly agreed. In reviewing the models, she questioned if the 10% seems to be consistent with what other cities do for their tennis pros.

Mr. Romano stated that some cities charge more; some charge up to 20% to 25%. We have not charged in all of these years so we felt like 10% was a fair number. Mr. Cooper and Mr. Kaufman both agreed.

Councilmember Stoner questioned the reason for waiting until October to implement.

Mr. Romano indicated that typically when we do a fee increase it usually starts in the beginning of the fiscal year. He felt it would only be fair to Mr. Saviano, to the Assistant Pros and to Mr. Cooper to give them time to adjust so they could get ready for the October 1st date.

Councilmember Fadgen mentioned that he did not get the breakdown. He stated that over the years he has used the tennis facility and it is an excellent operation. One way to judge the effectiveness of the program is by determining how many complaints we get.

Mayor Bendekovic thanked staff, Bob Cooper and Lowell Kaufman for all of their efforts. We have something very unique in the City of Plantation; it is hybrid and it had never been done before. Bob Cooper and the former Administrations took it and made it into a royal class tennis center. The fact that when you have USTA coming out of Dade County and coming to our Tennis Center year after year says something. She commended Mr. Cooper and Mr. Kaufman, as well as all of the residents for supporting the Tennis Center. She does not think it is bad to close the gap and that means it will only cost us $2,000 to run the Tennis Center.

Councilmember Levy commented that Plantation would not be Plantation without the Tennis Center.

Motion by Councilmember Levy, seconded by Councilmember Zimmerman, that we accept the recommendations of the Parks and Recreation Director. Motion carried on the following roll call vote:

Ayes: Zimmerman, Fadgen, Jacobs, Levy, Stoner
Nays: None

Councilmember Stoner thanked Mr. Cooper for being so gracious when he was here three years ago and she appreciates what he has done for the City; obviously the moral of the tennis players. Together with staff, she appreciates that they recognized an opportunity and also some compromises that appeared when everyone took a second look.

Mr. Cooper stated that he believes in the model that Frank Veltri set forth; they hybrid model that was put into place. He signed the first contract with the City of Plantation in 1981 and he had the offer of $100 per week.

The Tennis Center was not open; there was nothing there but the courts. He thought that the genius of the idea was that in order to succeed the facility had to succeed. With that motivation it set him on a course of trying to create programming to expand to all of the people of the City of Plantation. He thinks that the hybrid model is by far the best way to go because everybody has an interest and their interests are being served. The City has an overview and makes sure that the courts are kept in good shape and he has an interest in keeping everyone happy, trying to find a balance between all of the different entities. There is a wide spectrum of services. He has been there 33 years and is willing to make any changes to the contract that would allow them to keep the hybrid going forward so that we can continue to keep the same kind of services, the same type of innovation that we have been doing and keeping the cost effective and affordable to his tennis family.

Councilmember Zimmerman thanked Mr. Romano for all of the information he requested. It is really good that we have the history and longevity of people here; it keeps what Plantation is alive.

Mark Morganstern (sic), resident, was present. In 2010 he brought an idea to Mr. Cooper with regard to doing something for military families. He suggested inviting children of military families to play free at the Tennis Center during Summer Camp. Since that time, children of military families have been playing at the Tennis Center free of charge. Plantation has been recognized by the USTA Military Outreach in Cali, North Carolina and through their websites this has carried all over the country. He mentioned Proclamations in 2011 and 2013 recognizing the City of Plantation. He also mentioned that a grant was written in the amount of $18,000 which the USTA gave us and a second grant of $5,200 to pay the City, pay for the courts and to pay the teachers to come out and play. They again funded this year in the amount of $6,000. We now have people in wheelchairs playing at the tennis courts twice a month. He thanked the Mayor for the quality of the venue and for allowing them to go on.

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LEGISLATIVE ITEMS

Mr. Lunny read Item No. 13.

13. PUBLIC HEARING AND FIRST READING OF AN ORDINANCE OF THE CITY OF PLANTATION, FLORIDA, RELATING TO ANIMALS BY AMENDING THE PLANTATION CODE OF ORDINANCES TO CREATE REGULATIONS FOR THE RETAIL SALES OF DOGS AND CATS; PROVIDING SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

A Memorandum dated April 1, 2014, to Mayor Bendekovic and Members of City Council, from Quentin E. Morgan, Assistant City Attorney, follows:

This item is sponsored by the Administration.

As the elected officials may be aware, so called "puppy mills" and "kitten factories" have been around for decades. Unfortunately, the proliferation of these commercial ventures has created situations where these dogs and cats are subjected to shockingly poor conditions and severed inhumane treatment which has been documented by the USDA field reports. While it should be recognized that not all dogs and cats retailed in pet shops are products of inhumane breeding conditions and would not classify every commercial breeder selling dogs or cats to pet shops as a "puppy mill" or "kitten factory", it is probably that puppy mills and kitten factories continue to exist in part because of public demand and the sale of dogs and cats in pet shops.

According to the Humane Society of the United States, the result of puppy mills and kitten factories is American consumers purchase dogs and cats from pet shops that the consumers believe to be healthy and genetically sound, but in reality, the animals often face an array of health problems including communicable diseases or genetic disorders that present immediately after sale or that do not surface until several years later, all of which lead to costly veterinary bills and distress to the public. This has led to an increase in the number of abandoned dogs and cats placed in animal shelters. Many of these shelters are subsidized by the public.

The ordinance provides new parameters under which dogs and cats may be sold to help eliminate the documented problems of puppy mills and kitten factories.

The ordinance is ready for First Reading and discretion is sought to advertise.

Mayor Bendekovic commented that the first items she brought to the Council was the non-specific breed aggressive dog act ordinance because we did have a rash of dog bites and aggressiveness with animals. She received a call from Hallandale Commissioner Michelle Lazaro and Plantation resident, Jennifer Cohen. Ms. Cohen had an unfortunate incident as a mother of twins in a parking lot and asked if we could possibly have different parking spots for mothers with babies. She does not believe that any of the Council agrees that puppy mills are an effective way to breed and that it is a form of animal abuse. We have been working on this since December. Some pet store representatives are present; however, there is only one that sells puppies. The others have animal rescue, which would be Pet Smart and Petco. The one that sells puppies would be given six months for their inventory to clear. They would also have to have a certificate and a photograph of the animals. We are not banning the sale of animals if they are rescued. She would appreciate Council approving this ordinance banning the sale of puppy mills. She received on letter from a representative for the Petland Stores and one e-mail supporting the ordinance.

Councilmember Levy disclosed that he had a discussion with Hallandale Commissioner Lazaro and informed her that she would have five minutes based on the policy that was set at our last meeting. He does not know if that creates a problem for her in whatever she had prepared.

Robert Sweetapple, Attorney, affiliated with Petland, was present. He is a trial lawyer and litigates throughout South Florida and all over the State. He has been brought in to represent a number of pet stores throughout the State. There is a movement sweeping the country and it is based on illogic. There are some puppy mills that the government is not regulating efficiently; there are hundreds of great breeders all over the country. What radical elements have been arguing is that there are puppy mills that breed puppies, there are pet stores that sell puppies; therefore, pet stores sell puppy mill puppies only. No attempt to define what a puppy mill is, just a broad banning of pet stores selling retail pets. Puppy mills should be regulated, not banning the sale of puppies and cats that come from very reputable breeders. He was before Delray last night and the Council, 4/5, recognized that you need to look at what is a puppy mill in the ordinance, not just ban it. Not only do you violate the Commerce clause, you also end up taking people's property. They have vested businesses and giving them six months to sell rescue animals only, not purebred, ends up taking their business. Last Monday the Federal Court in Phoenix, Arizona issued an injunction immediately stopping the enforcement of an ordinance similar to an ordinance people are passing. He applauds doing anything possible to stop abuse of animals and trying to prevent puppy mills but what is being done is you are sending these good business people, who work with a national company who take care to buy animals from reputable breeders. Statistics show that less than 4% of animals bought in pet stores never end up in rescue; there are people that want purebred animals. He implored Council to think about the rights of people that are brought to this City to do business and ask if the sale of healthy, well bred puppies and kittens should be banned. He questioned what has been done in

this City to investigate whether there is a problem; are there any complaints about any puppy mills and whether there have been any violations of his client. He implored Council to think about whether or not they are acting legally and responsibly. He suggested that the Courts will not tolerate what is happening throughout South Florida and the Nation on this issue and they are already showing that they are not going to tolerate it.

Councilmember Stoner questioned whether Council is on legal sound footing on this.

Mr. Lunny advised that this ordinance, if adopted, is presumptively valid. That does not mean that it cannot be challenged.

Councilmember Stoner mentioned that it was interesting that Mr. Sweetapple has gone City to City with the same issue as the ordinances come up and it has sort of taken on a snowball effect. She questioned whether he has met with any of our staff or our attorney to tweak the language that maybe needs to be a little more defined.

Mr. Sweetapple only learned that this was on the agenda two days ago. He has been to Davie where it is being tabled and perhaps removed and he has been to Delray where they are refashioning it. It is clear that you cannot have a phasing out; grandfathering is not a phasing out. A taking would take place if you stop people from doing what they are doing; it would put them out of business where 95% of their business is selling pets from breeders. He would be happy to talk with the City Attorney to try to make it more lawful, which is what they are going to do in Delray, which is define what a puppy mill is. Define the things you are trying to prevent; don't just say any puppy. He referenced a memo from a City Attorney in Sarasota County discussing how the ordinance violates the Commerce clause. The Commerce clause allows you to buy products from other states and sell them in your state.

Councilmember Stoner commented that he is basically adopting a Buyer Beware scenario.

Mr. Sweetapple stated that Palm Beach County has an ordinance that requires you to post on your crate the breeder name of the dog so you can google and investigate the breeder to see if it is a breeder you are happy with before you buy the dog. This ordinance basically says that selling dogs in a store is wrong unless they are rescue dogs. This is so overly broad.

In response to Councilmember Jacobs, Mr. Sweetapple indicated that there have been all types of allegations and litigation regarding puppy mills. He noted that the Federal Government regulates breeders. The City can regulate and make people aware of where they are getting their dogs. What you are doing with this ordinance is illogical; what you are saying is that all breeders of dogs are puppy mills. You are banning all dogs unless they are dogs that are rescue dogs. He questioned how someone makes money selling rescue dogs.

Councilmember Jacobs mentioned the hobby breeder.

Mr. Lunny stated that we elected not to do that. Some model ordinances do make a distinction for hobby breeding but our staff felt it would be very difficult to enforce the typical one litter a year definition restriction on what is a hobby breeder.

Councilmember Jacobs thought we allow the sale of a dog or a cat if it is sold from the place where it was bred.

Mr. Lunny replied yes and advised that is with or without the ordinance. A citizen can still buy any animal from a breeder with this legislation.

Mr. Sweetapple is requesting that Council give some thought and careful attention to what is going on. Puppy mill does not mean that the dogs that are sold from every breeder in America are puppy mill. We have a Commerce clause.

Michelle Lazaro, Hallandale Beach Commissioner, was present. She mentioned what was done in Delray; they gave direction maybe 4/5 to go back and research but Sunrise voted unanimously to pass it. Davie is still moving forward as far as she knows; they are just changing some things around and it passed unanimously. We are talking about savings lives and saving residents from the pain of purchasing sick puppies in Plantation. Change is never easy. Since when did a threat of an attorney lobbying on the pet industry dictate to Plantation officials what the best public policy is for their residents? If these ordinances presented any kind of legal concerns the lawmakers and attorneys in 50 locations in the United States and Canada would not have passed them. Just today, the second largest County in the United States, Cook County, Illinois, voted 15/0 to pass it. The law is not being challenged in large cities like Los Angeles or Chicago. She submitted documentation to the City Clerk. Petland is a franchise and CEO, Joe Watson, speaks for all Petland owners when he says they do not buy from puppy mills. This is an absolute falsehood. For the past three years, Petland, the same owners in Davie, have bought from the top 100 puppy mills in the country. In February, their Plantation store bought from a Kansas USDA licensed breeder named Lora Lee Thomas. At her last inspection in August 2013, she had 1,075 dogs on her property and she had multiple violations. They also bought from a Kansas USDA licensed breeder named Liz Ann Miller, who, while having 166 dogs on her premises, was told by a USDA inspector to give her dogs water and the dogs drank continuously for over a minute. These are not responsible breeders. Responsible breeders do not sell pets to pet stores; they do sell hobby breeders direct to the public. There is not a problem with anyone who wants to get a pure bred dog as long as they buy it from a place where they can see the mother and the father and the conditions that the animals are bred in. You cannot regulate from Plantation what is happening in Iowa, Kansas, or Missouri. No language tweaking will ever do that. She believes the ordinance is perfect; it achieves the goal that you seek, which is to stop commercially bred animals from being sold in Plantation. Just because it is legal does not make it ethical or right. She stated that there are only three things in Florida that have Florida Lemon Law protection and that is cars, appliances and puppies. As Elected Officials, we are expected to have a higher standard for compassion and morality and that is why she is requesting that Plantation move forward with the ordinance as written.

Councilmember Stoner went to the Plantation store and the service people seemed to be fine. They offer a one-year vet follow up, which is more than it used to be. Approximately 18 years ago she bought a dog from a pet store. He jumped off of a stool and broke his leg as a result of being left in a cage for an extended amount of time and the bones were weak. She spent the money to have the dog's leg fixed and the pet store did not back it. She never felt bad about rescuing that dog no matter what the situation was. She believes that once you get a pet you are committed to the pet regardless of the physical condition. When she heard that they were offering the one-year vet follow up she thought it was a little bit of reassurance.

Ms. Lazaro indicated that she bought her dog at Puppy Palace in Hollywood and he was sick. He has a congenital defect and costs medicine of about $50 per month. He has a very poor quality of life. This is coming down to if we want to support a business that purchases their products from places mentioned above. Where these dogs are bred is inhumane.

Councilmember Stoner commented that the USDA, who enforces that, does not shut those places down.

Ms. Lazaro stated that it is very hard to shut down a breeding operation; there are 10,000 licensed puppy mills in the country. It is extremely hard to get a direct violation; most of what she read is indirect violations. Not giving a dog water is not considered a direct violation.

Councilmember Stoner questioned if we have in the food industry and the restaurant industry where there are violations issued for things and yet people continue to eat the food. There is a whole myriad of things that we think are being policed and they are not but we continue to have them in our lives and we do not shut them down. She questioned how to really enforce this as a City.

Mr. Lunny advised that the Police Department and Code Enforcement enforce the law. When and if this adopted, they would have to obtain proof that an animal for sale at retail is sourced from some place other than a rescue operation or the Humane Society.

Councilmember Stoner questioned if Code Enforcement, a division of the Police Department that is already under staffed, is going to be required to basically train to new staff in this particular aspect so they can add to that to their enforcement detail.

Mr. Lunny replied that ultimately it will be Mayor Bendekovic's call as the Chief Executive Officer and who she directs to do what. He would anticipate that yes that would be the case. He does not perceive this as being a Zoning or Engineering type of issue; it is not within the disciplines of any other department other than Code Enforcement.

Mayor Bendekovic stated that presently we are understaffed but that is due to people moving out of state and retirement. Once we are staffed the way we should be staffed she does not see a problem with it.

Ms. Lazaro indicated that you will not have to do that because the people who are in rescue will be doing that for you. You will not need to send people into your pet stores; we will be able to go in as people who love dogs as we did when we found the pet store in Plantation by the name of Puppy Love. One of the neighbors who worked at the Hair Cuttery called Ms. Levin and said that the people are leaving the dogs in the pet store for days without any supervision; they are barking and they can be heard through the wall. The County came out and confiscated eight dogs and the store was deplorable.

Councilmember Stoner commented that what is being described is almost a vigilante thing.

Ms. Lazaro is suggesting that when people see cruelty or they go into a store and see them selling dogs they know they are not supposed to. If we know, as a County or a City, that we are not supposed to be selling certain kinds of dogs people going into the store will know. She is not saying that she is going to actively go out. Everybody knows about this; this is not a secret. She knows a lot of people who will not shop at certain stores because they sell dogs. They encourage Petland to stay here; they are not trying to close anyone down. They want to help and are not looking to hurt anyone. They encourage any other types of sales or businesses or accessories they would like to have; they just do not want to see them sell commercially bred puppy mill dogs.

Don Anthony, Communications Director for the Animal Rights Foundation of Florida, was present. He spoke in favor of the ordinance. He noted that the First Reading passed unanimously in Sunrise and the Second Reading passed unanimously in North Lauderdale. Tiny towns and larger cities also passed similar ordinances. The reason they support this ordinance as written is because it will increase the number of animals adopted from local shelters, Animal Control and rescue Organizations; it will stop supporting puppy mills and protect local consumers. As written, this law will have no effect on local hobby breeders. These are people who must be licensed by the County and sell animals directly to the public, not to pet shops. That will not change; hobby breeders will remain exempt and absolutely nothing changes for them.

Andrea Rivera, resident and business owner, was present. She spoke against the ordinance. She works with Rescue Organizations and specifically with the pet store and she sees the care that they put into their pets. She knows that not all of the puppies that come from Rescue are for all families. She believes that Petland is doing a great job. This is a great store in Plantation and people want to buy puppies. People that breed in their homes do not give vaccines to the dogs and Petland makes sure there is a vet examining the puppies every week and given them their vaccines. If there is a condition the puppy is isolated. She mentioned the pet store Pet Love and noted that they made the same complaint. She believes that the people doing something right should not be stopped.

Carrie Nuff, Humane Education Coordinator at the Humane Society Broward County, was present. She spoke in favor of the ordinance. She thinks the ordinance will benefit the Humane Society and will help place more of a focus on pet adoption, which will help reduce the number of animals that shelters are forced to euthanize. This ordinance will help people to make a more informed choice when they do go to get their pet so they can have an educated choice and rest assure that they are not supporting puppy or kitten mills. The other way the ordinance will benefit the Humane Society is by hopefully reducing the number of puppy mills that exist in America.

Councilmember Stoner questioned how many dogs, cats or animals are taken in every year and what percentage is adopted.

Ms. Nuff replied that they take in approximately 20,000 animals per year. They are known as an open door shelter, which means they accept all animals that are brought to them regardless of their health, temperament or condition. With regard to what percentage are adopted is not a black and white answer; not all of the animals received are adoptable.

Councilmember Stoner questioned what percentage of the 20,000 animals are euthanized.

Ms. Nuff stated that about 35% of the animals are euthanized every year. It is a problem that is caused by the community; irresponsible pet owners who do not make a lifetime commitment to their pets, people who allow their pets to have litters of puppies and kittens, etc.

Councilmember Stoner questioned how many days they keep the animals before they are euthanized.

Ms. Nuff indicated that there is not a time limit. Some animals are lucky and find a home within a day or so. As long as the animal remains healthy and friendly they will do everything in their power to rehome the animal. More than 40% of the dogs received are pure bred and all of the animals from their shelter were owned animals. They are all friendly and were pets that lost their home due to owner issues.

Councilmember Stoner questioned how it is said that they are unadoptable.

Ms. Nuff clarified that some of the animals have physical issues.

Jennifer Cohen along with her daughters, Sydney and Alexandria, residents, were present. They spoke in favor of the ordinance. Sydney advised that they have been volunteers for Broward County Animal Care and Adoption for many years. With their parents help they have fostered many dogs and cats including litters of puppies with mother dogs and others who were orphaned. They have spent countless hours caring for homeless animals and finding them all loving homes. If pet stores would stop selling puppy mill puppies and start selling shelter animals this would make their work easier since there would be fewer animals in the shelter. Every day

healthy adoptable animals are killed in the shelter because there is no more space. We are asking that you please stop selling puppy mill dogs; they are kept in terrible conditions and are often sick. We are doing all we can to help animals in our community and we need your help.

Vicky Siegel, Petland owner, was present. She spoke against the ordinance. She advised that Plantation recently welcomed her with a welcome letter that said they are happy to have businesses such as ours in the City and she does not feel very welcome right now. She explained that they had to go through a special assessment prior to coming into the City of Plantation and the people spoke and said that it was all right that we were coming. She believes that the people of Plantation have agreed that it is okay that they are in the City. They agree with the activists; they had to do a 30-day special assessment and they even had to pay a special fee. A letter was sent to anyone within 300 yards on the outside skirts of The Fountains to be sure that no one was against them coming to Plantation. They worked on coming into the City of Plantation for months and months and this is not a very warm welcome. They agreed that substandard breeders should not exist. To say that they are part of the problem and not part of the solution is extremely hurtful. She is a good person and takes very good care of the animals in her care and she is the person responsible for talking to the breeders and getting the puppies they have. Lora Lee who Ms. Lazaro referenced has turnout yards and she does not have violations. She explained that there are direct violations and indirect violations. There are 19 inspectors in the State of Missouri. When they go to the breeders they do surprise visits and they usually spend about four hours at that location. Their corporate people go to all of the breeders as well. They have never seen anything like what Ms. Lazaro and her team keeps showing pictures of. Don't take the checks and balances out of the system; don't make buying a puppy a black market thing; don't force people who want to purchase a pure bred puppy or even a designer breed to have to do it via internet and have it shipped to their home because they can't meet the animal first. All puppies are microchipped. Over 300,000 puppies are brought into the United States every year; they are imported. Some of the puppies that end up at the Humane Society are from the 300,000 that are imported. If there is a problem with puppy overpopulation then maybe we should look at where Broward County is getting the puppies from and if it is backyard breeders, she questioned how that becomes her fault. By saying that all of her puppies are from puppy mills is insulting and she thinks that you are consulting your consumer by saying it is not enough to just post where the puppy is from; only Ms. Lazaro is smart enough to look up a breeder or make the right decision for everybody. The people of Plantation and the 5,000 customers they have helped in Davie over the last eight years are not all too stupid to think for themselves. This business is already regulated; the USDA regulates the State in which the breeders are regulated and the State of Florida has the strictest Lemon Law of all of the nations and it is the only state in which you need a Florida Health Certificate before you send a puppy home. With regard to the one-year vet visit, they also have a lifetime replacement. As long as you keep the puppy in good standing in our program they will replace the puppy. She thinks that this ban is ridiculous and she hopes that you would rethink it. She distributed some literature.

Councilmember Stoner questioned when the shop in Plantation opened and how many puppies have been sold.

Ms. Siegel replied that she opened her shop on February 1, 2014. During that time she has sold 124 puppies; she sells two a day on average.

Councilmember Stoner questioned whether that is similar in her other store in Davie.

Ms. Siegel indicated that it is similar. Yesterday no puppies went home and today two puppies went home.

Councilmember Stoner questioned the number of puppies kept in the store on a regular basis.

Ms. Siegel stated they probably have about 40 puppies in each store.

Councilmember Stoner commented that the inventory continually changes. She questioned if a different variety is brought in and switched so there are not always the same breeds in the store.

Ms. Siegel agreed. They do change the variety; it depends on what is available. She added that putting her out of business is not going to put a single puppy mill out of business. They are part of the solution and have helped to close down many of the substandard breeders and they only deal with the best. They have a three-year health warranty against any hereditary or congenital and they have not turned away a single person. They work very well with the public. She does not think they would have been in business for eight years if they were doing a bad job.

Robert Siegel, Petland owner, was present. He spoke against the ordinance.

Councilmember Stoner questioned how the retail part of the store is dollar wise.

Mr. Siegel advised that 90+% of their business are the puppies at the Davie store. They would not exist selling pet supplies. We need to work together to change this ordinance. If they are unable to come to an agreement with the City of Plantation his attorneys will have to discuss the liabilities to the City associated with passing this ordinance. In this ordinance you are discussing taking away the Freedom of Choice. This ban insults our customers' intelligence and is a declamation of their character. His Petland franchise is part of the solution not part of the problem with substandard breeders. To unjustly enforce this ban would reverse all of the hard work they have accomplished improving this industry. You would be allowing breeders to go uninspected and this industry to become a black market commodity. They belong to several animal welfare groups and because of their team effort they will bring the best results to continue to hold the breeders responsible. He requested that this ordinance be abolished as he can see that there are no benefits to passing this ordinance.

Councilmember Stoner questioned the franchise fee to Petland.

Mr. Siegel stated that their franchise fee to Petland is 1½% of the total sales. They employ about 25 people between the two stores.

AJ Vargas, attorney, was present. He spoke against the ordinance. He indicated that he spoke at the City of Sunrise last night and he clarified that no ordinance has been passed in the City of Sunrise. There was a First Reading and they agreed to have a date set for a Second Reading, which is April 22, 2014. At the end he requested that he be allowed to submit to the City of Sunrise a Memorandum of Law with some accompanying documents to educate the City on what he believes are the threshold issues of law that will be applicable to these types of cookie cutter ordinances that are being presented in front of all of these municipalities. He requested that he could do the same for the City of Plantation. He believes that the ordinance, as is, is unconstitutional on its face and as applied. It is his understanding that there is no legal definition of the phrase puppy mill and the ordinance does not define what a puppy mill is. That causes some vagueness with respect to the enforceability. No all puppy mills are illegal. The ordinance also talks about concerns for lack of veterinary care but does not define the appropriate level of veterinary care. He believes that the ordinance violates the Congress Clause. Recently Sarasota County was in the process of voting on a similar ordinance that would restrict the sale of puppies at retail stores. Various arguments were presented before Sarasota County, one of which was the Commerce Clause. After an extensive argument about the Commerce Clause, Sarasota County decided not to proceed forward. He believes that the points of law articulated to Sarasota County are instructed to this ordinance. The Commerce Clause says that you cannot favor local economic protectionism at the expense of out of state breeders. If enacted, this ordinance gives preferential treatment to breeders within the City of Plantation, the animal shelters and the hobby breeders and it automatically kicks out the ability for retail

pet stores to purchase puppies from out of state breeders. It would be their perception that this would be unconstitutional pursuant to the Commerce Clause. He also believes that ordinance, if enacted, would be unconstitutional as applied, which is based on a vested rights doctrine. That doctrine says that if you have expended a certain amount of time, money, effort, and labor into a business that a municipality cannot just enact an ordinance that folds you out and shuts you down. It may not shut them down in the literal sense because the ordinance has language about getting puppies from animal shelters, etc. but Mr. and Mrs. Siegel just said that 90% to 95% of their business involves purchasing puppies from out of state breeders. He believes there would be an argument for vested rights. He requested that the City of Plantation table this issue and allow him seven to ten days to provide the Memorandum of Law with some case law, which he believes is instructive. He thinks that this ordinance has to be crafted in a much more precise and much better way. He would be happy to work with the City Attorney and Council. It is equally important to know the law as it is to know the facts.

Councilmember Stoner commented that Mayor Ryan's email is almost verbatim of what was just said. He specifically indicated "the Vested Rights argument" and that we do have, as a City, the ability and the authority to regulate our existing stores.

Mr. Vargas stated that he will try to educate each municipality in what he believes is the controlling law in these issues.

Mayor Bendekovic quoted Mayor Ryan as saying, "Last night our commission passed a puppy mill ban. We are confident we are on solid footing with this ordinance and we have our Second Reading on April 22, 2014. The Phoenix ordinance imposed criminal penalties and had different definitions and restrictions. We do not find that the order is sufficiently persuasive to table this matter nor did they find the Phoenix ordinance sufficiently similar to cause them any concerns regarding their legal authority to act." She also believes that the City of Plantation is on solid grounds in what we are doing.

Mr. Vargas indicated that based on the research and the law he has done, which is embodied in his Memorandum of Law, that a Federal Court would issue an injunction irrespective of whether the sanctions from the ordinance are criminal and civil.

Mayor Bendekovic commented that he would have to take Chicago and everybody else to Court.

Mr. Lunny stated that philosophically there is no problem in getting the Memorandum of Law and looking at it. There is something to be said about the regulatory approach that the model ordinances employ and whether a more targeted means might be practical. The reason why we do not define a puppy mill in this ordinance is precisely because of the observations of Council. We do employ a practical and efficient approach in terms of saying this is the only young cat or young dog you are going to be permitted to sell at retail but you can buy them at other means other than retail. If the Council is all right with it he would like to read the Memorandum. He is very familiar with the Commerce Clause litigation. Regardless of that, he would like an opportunity to see whether some more targeted approach, if it can be practically done, it might be able to more appropriately strike a balance in this case than the means that other people are using. He would like an opportunity to read the Memorandum and perhaps meet with Mr. Vargas and discuss this a little more. If Council would be interested in that he thinks that might be productive. If not, we can go forward as written. He cannot do this by next week.

Councilmember Stoner advised that she sees both sides very clearly; however, she would prefer to air on the side of caution and pass this. If you want to work together as a follow up she is all for it but she does not want to kick the can on this. She thinks they have had some very valid points. It is a very passionate and emotional subject and she does not want to table or defer it.

Councilmember Fadgen commented that he understands Mr. Sweetapple just became aware of our ordinance less than a week ago. He believes we should afford him and his firm some opportunity to provide the Memorandum of Law and fashion it to a point if he thinks it might work and maybe not. He thinks it would be prim and short for us to pass anything without taking the opportunity of looking at the Memorandum of Law.

Councilmember Stoner disagreed. He may have just become aware that this City had this on the agenda but he has known; it has gone all over the country and all over Broward County. If any other person came up here and had not done their homework in advance we would not ever give them an advantage and tell them to come back, we will give you another shot. They are here for a reason and should do their homework in advance; not for us to give them the opportunity to do their homework and talk to the attorney.

Councilmember Levy suggested that we vote on this at First Reading and between First and Second Reading they have the opportunity to send in the information and to meet with the attorney. The Second Reading will not be scheduled until there has been an opportunity to do so. If we want to amend anything from today's reading we can do it at that time.

Mr. Lunny stated that he has a very good understanding of what the law is; he is looking whether there is any practical balance that might be proposed that might be found satisfactory.

Councilmember Levy noted that if there is anything it can be heard at Second Reading. He does not want to harm the business; we encourage business in Plantation. Certainly a proper qualified business should be encouraged in our City; however, he has spent his entire adult life working on the cause of Rescued Greyhounds and he is not going to do anything that would in any way jeopardize that for all breeds. Between now and then he requested that we look at the suggestions that will be made and see if this Council will review them and look at them under Second Reading. He feels that we should move forward on First Reading.

Councilmember Zimmerman agreed that we have time to review before Second Reading.

Councilmember Jacobs indicated that he is very uncomfortable with putting businesses out of business and he would like to see if we can come up with something more refined. He has two Rescue dogs himself.

Mayor Bendekovic agreed.

Motion by Councilmember Jacobs, seconded by Councilmember Zimmerman, to approve on Item No. 13 First Reading and not to bring it back until we have investigated working it better. Motion carried on the following roll call vote:

Ayes: Zimmerman, Jacobs, Levy, Stoner
Nays: Fadgen

* * * * *

Mr. Lunny read Item No. 14.

14. PUBLIC HEARING AND FIRST READING OF AN ORDINANCE OF THE CITY OF PLANTATION, FLORIDA, PERTAINING TO THE SUBJECT OF RETIREMENT; AMENDING THE COMPOSITION OF THE BOARD OF TRUSTEES FOR THE GENERAL EMPLOYEES RETIREMENT SYSTEM SO AS TO NOT RESTRICT THE MAYOR'S APOINTMENT PRIVELIGE TO MEMEBERS OF THE CITY COUNCIL; AUTHORIZING THE MAYOR TO APPOINT TO SUCH BOARD TWO (2) MEMBERS WHO ARE LEGAL RESIDENTS OF THE CITY; CLARIFYING TERMS OF OFFICE FOR TRUSTEES OF SUCH BOARD; PROVIDING A SAVINGS CLAUSE; AND PROVIING AN EFFECTIVE DATE THEREFOR.

A Memorandum dated April 2, 2014, to Mayor and Members of the City Council, from Donald J. Lunny, Jr., City Attorney, follows:

1. Background

This discussion is sponsored by the Administration, and is calendared by the Legal Department in anticipation of many elected officials' terms of service as Trustees of the Retirement System expiring on September 30, 2014. For some time, some elected officials have publically expressed a desire to continue to evaluate no longer serving on the City's Retirement System Boards of Trustees.

2. The Code

The City Council has the prerogative of appointing two (2) members of the Board of Trustees to the Police Officer's Retirement System and the Volunteer Firefighters' Retirement System who must be legal residents of the City. These Trustees serve at the pleasure of the City Council. The composition of these Boards is established by statute, given that state taxes funds part of the System liabilities. If ever any of the elected officials desire to cease service as Trustees of either the Police Officers Retirement System or the Volunteer Firefighters Retirement System, no Code amendments would be needed.

Currently, the Mayor has the prerogative of appointing two (2) members of the Trustees to the General Employees Retirement System who *must be* Members of the City Council. Thus, if elected officials decide they no longer wish to serve on this Board, a Code amendment is necessary.

This attached ordinance amends the Code to allow the Mayor the prerogative of appointing two (2) members of the Board of Trustees to the General Employees Retirement System who are elected officials, general employees, or legal residents of the City. These appointments would serve at the pleasure of the Mayor.

3. Topics for Further Discussion

Service as a Retirement System Trustee is a fiduciary position that requires some knowledge, skill, expertise, and sound judgment. One reason why elected officials served as Trustees to the City's Retirement Systems in the past is because they were invested in the overall governance o the City, and thus, were well suited to supervise how the Retirement Systems were being administered. Over the years, some elected officials received education and training from attending seminars concerning the role of Retirement System Trustees. Trustees who are beneficiaries of each System (be they police officers, volunteer firefighters, or general employees) are similarly invested in the System and the City, and have the confidence of their peers that they will suitably execute their Trustee duties.

If elected officials desire to cease service as Trustees to the City's Retirement Systems, the City may wish to consider the following in order to attract qualified persons to such service who may not be resident System beneficiaries:

1. Establishing experience (i.e. a background in finance or pensions) as a pre-requisite for service; or

2. Establishing a per-meeting stipend to compensate Trustees for preparing for and attending meetings.

The City may also wish to establish and fund a mandatory training program paid for by the City that would be in addition to any discretionary training each Board offers its Trustees as part of each System's administration. For the General Employees Retirement System, the Council may wish to allow the Mayor to appoint non-residents, provided they have some sort of experience or background. There may be other ideas of the Council Members as well that should be discussed. These matters, if desired, can be promulgated in a Resolution.

4. Conclusion

The attached ordinance is now ready for consideration at First Hearing.

Mr. Lunny advised that the title will be amended to indicate that the Mayor's appointment privilege will also extend to General Employees. This is something that the Council discussed the last time that Retirement Board members were seated. It has been an ongoing topic for many years. He has indicated that as Trustees of the Retirement Systems your responsibilities are to administer the written plan and to determine claims with respect to that plan and as Elected Officials of Plantation your responsibility is to legislate and write the plan. There is not a legal conflict between the two. Over the year many of you have indicated that it is a practical or uncomfortable conflict from time to time because of the fact that when you are administering a plan part of that involves making recommendations for improvement and sometimes you think about a recommendation and later after going through the public hearing process you might determine it was not such a good idea after talking to your colleagues and it creates an appearance and a personal conflict in terms of trying to do the right thing. A few years ago all of you decided to keep serving. Some of you are coming off this September according to his calendar. If some of you no longer wish to serve in this capacity the only ordinance change will be for the General Employees, which is the one he wrote for the Mayor. He thinks we wanted to ask what you thought about topics for further consideration in terms of historically the Elected Officials have been resident appointees to the Board and if you are not going to serve a concern is how to attract qualified and experienced individuals to serve in a fiduciary capacity. When serving in a fiduciary capacity that creates insurable exposure, which all those Trustees are covered under our insurance plan but sometimes that might develop into a need for offered compensation to sit there. The other day the Mayor asked what was being done about it and when it is coming forward and he advised that it was calendared. He questioned what Council desires to tell Administration about the matter and what he can do to help.

Councilmember Levy stated that he has brought this up as a concern for a few years. He believes that there is a conflict. He sits on the Police Retirement Board. Some of the issues were difficult during the recent negotiations due to the contract. While dealing with the Police to benefit and help them with their retirement and if they have a disability and on the other hand he was also representing the City making sure of fiscal integrity and the resultant contract are also good for all concerned too. Sometimes it was tough sitting there when people were waiting to ask all kinds of questions and get him in a stranglehold after the meetings. There are some issues that come up; sitting as a Councilman is a little different than sitting as a Trustee for the Police Pension Board. He sometimes feels it is difficult in making those decisions and whether he is supposed to make

those decisions. When we had an opening at one point we had a number of very qualified applicants with years of experience for the Police Pension Board. The conflict between the Pension Board and this body was if the Pension Board could select someone who was not a resident of Plantation. Now that we have expanded that border we have a gentleman who comes from Hallandale to all of our meetings. He thinks that we would have some very qualified numbers people to help the Pension Boards.

Mr. Lunny explained that the State Law says as to the Police and Firefighters that two are appointed by the governing authority and must be legal residents, two must be Police Officers or Volunteer Firefighters and those two select a fifth and that is the person who does not have to be a resident. He clarified that the two they choose have to be residents. It is a Chapter 185 plan. He is proposing for the Mayor, because it is not a regulated plan, that the Mayor does not have to appoint you, she can appoint a legal resident or a General Employee.

Councilmember Levy questioned if the Mayor has to appoint a resident.

Mr. Lunny stated that under the ordinance as written, no, because she has the prerogative of appointing a General Employee that may not be a resident. It could be made the same. When he first wrote it we were going to make the Mayor's appointment limited to legal residents of the City and that could be an Elected Official or legal residents of the City.

Councilmember Levy questioned if we could write some language for Police and Fire that allows a Councilmember to be appointed if the Councilmember wanted to or a resident.

Mr. Lunny replied yes, because all of the Councilmembers are legal residents. There is no change that needs to be made; the only law change needed is to the General Employees Pension Board, which says the Mayor must appointment a Councilmember.

Councilmember Levy commented by October 1st there would be an option for those of us who wanted to be on the Board or did not want to be on the Board and if some of us did not it would go to any resident to apply.

Mr. Lunny advised that those who serve on the Fire and Police are resident appointees.

In response to Councilmember Levy, Mr. Lunny indicated that it is not a policy decision, it is a legal decision as to one and if you want to get off Administration would like to know so a process can be started of trying to find someone.

Councilmember Levy indicated that this Board would set a policy and then the Administration would follow it within the legal parameters that the State requires.

Mr. Lunny stated that it depends on what Council wishes. Council has the right to set that policy.

Mayor Bendekovic commented for compensation and qualifications; that was the consideration requested because we have found out that we can compensate individuals who are serving because they are giving up their free time. There also needs to be some sort of qualifications because that is a fiduciary responsibility and you do not want just anyone serving on those Boards.

Councilmember Levy assumed that a Councilmember would not get additional compensation.

Mayor Bendekovic replied no.

Councilmember Stoner believes that is extra and if you are going to compensate Board members and you are a Board member within that definition you are entitled to be paid. She does not believe that anyone should be paid but she thinks they should be reimbursed for going to the FPPTA conferences and that type of thing.

Councilmember Levy noted that his point is that he would like it as an option and to set a policy that allows any member of the Council that wants to be on a Board to have the privilege and if that is not enough it can go to a legal resident of the City under certain qualifications.

Councilmember Stoner thought the point was to take Council off of it completely.

Councilmember Levy stated that he would like that but he is willing to compromise by allowing individuals to make their own decision.

Councilman Fadgen commented that he has served on the General Employees Pension Board, the Firefighters' Pension Board and the Police Pension Board over the years he never felt uncomfortable and did not feel like he had a conflict. He thinks with a City our size unless there is some exceptional reason he thinks we should be able to get a resident of the City appointed and limit it to that. He is not in favor of any compensation for the moment. As far as Councilmembers and compensation, he does not think they would get additional compensation for that service.

Councilmember Jacobs thought we were talking about General Employees and that we were not going to touch Police and Fire.

Mr. Lunny advised that we are not going to change any of the legislation that applies to Police and Fire; we do not need to.

Councilmember Jacobs questioned if the Mayor appoints the two under Police and Fire. If not, he questioned how the two are selected.

Mr. Lunny indicated that the two are selected by the Council.

Councilmember Jacobs noted that the Council has to take an affirmative action. If nothing is changed and a Councilmember requests to be appointed then it is up to the Council to decide. We don't need to change any policy; just leave it the way it is.

Mr. Lunny replied yes. We do not need to change Police and Fire.

Councilmember Levy stated that the interpretation changes. Up until now it has been required that two members of the Council be on each of the Boards.

Councilmember Jacobs commented that it has been encouraged; not required.

Mr. Lunny advised that there were some people who desperately wanted to get off and others that wanted to stay on so it was done as a group because no one wanted to be different than the rest.

Councilmember Jacobs stated that with regard to General Employees the Mayor has to appoint.

Mr. Lunny clarified that the current law says that the Mayor must appoint one of the Councilmembers.

Councilmember Jacobs noted that was changed and the Mayor can appoint a resident.

Mr. Lunny stated that it can be a legal resident or a General Employee.

Councilmember Stoner indicated that is in addition to the other General Employees. She is not okay with that. She thinks the General Employees are already on there so they are represented; there should always be a mix. She questioned why another General Employee would be added. She believes that the ratio and the mix are appropriate if you go out to the residents.

Mr. Lunny stated that is what he was asked to do.

Councilmember Jacobs mentioned that there may be a General Employee who is well versed and very knowledgeable.

Councilmember Stoner commented that they are already on the Boards.

Councilmember Jacobs likes having the flexibility for the Mayor to make that decision instead of restricting it.

In response to Councilmember Levy, Mr. Lunny stated that he would like two things. If the Council wishes to have flexibility on the General Employee's Board he needs to have this law passed to provide for that. If some of you no longer wish to serve then he would like to know that rather than wait until October so we can try to handle the Administrative business of trying to assist in finding candidates or we can just completely not assist and have Council find candidates that you are interested in and discuss those amongst yourselves at a public meeting. If you want this change and might not want to be on those Boards we might need 60 days to try to find some residents.

Mayor Bendekovic questioned if we are permitted to post this on the Internet on our website for employment. Instead of wasting time, have some qualifications and experience. She thinks that they could do it online and get it to us.

Mr. Lunny advised it is up to the Council to decide how they want to fill those appointments. All we need is whatever a reasonable time is to get it done.

Councilmember Jacobs stated that he is willing to serve the balance of his term.

Ms. Slattery believed that Fire was up on September 30, 2014. The General Employees were just put in for three years; it was three years last October so it would be until 2016.

Mr. Lunny noted that you can resign if you wish.

Councilmember Fadgen joins Councilmember Stoner to make the appointment excluding an additional General Employee. Councilmember Stoner explained it well; we need a broad base of talented people. The employees have a representation and he does not think we want the employees to have the majority.

Councilmember Jacobs thinks that the Mayor understands these dynamics and would choose based upon what is the best for the Board.

Councilmember Stoner questioned what happens if the Strong Mayor item passes in favor of a City Manager.

Mr. Lunny advised this ordinance would have to be rewritten.

Mayor Bendekovic stated that she wants the most qualified person. The most important thing is the qualifications that we need to put forth so we can post it. Whether it is a General Employee or resident, it is their qualifications. She has no preference; it is whatever Council wants. She feels that we need someone with a financial background, accounting background or investment background or who has a business of their own.

Councilmember Jacobs questioned if that is up to her discretion as to the way the ordinance is written.

Mayor Bendekovic indicated that if Council wants her to put on the qualifications she would be more than happy to. She feels that is what needed.

Mr. Lunny advised that it is up to the Mayor for the General Employees Pension Board but we are also making that recommendation for the Council appointments. One thing to think about is that this is a Defined Benefit Plan and there is a certain way those systems need to run. If someone comes in that is philosophically opposed or does not appreciate their role it could be quite traumatic to the people who are otherwise trying to execute their duties. The Council has always been able to execute those duties well and the concern is that if you all are not going to serve we are encouraging you to try to develop some list of qualifications so that you get appropriately skilled people.

Councilmember Jacobs commented that is separate as to whether or not the ordinance should allow two General Employees to be appointed by the Mayor. He does not have a strong feeling either way. If two Councilmembers have a strong feeling about it he will amend the motion.

Councilmember Fadgen requested clarification; there are five members; two of which will be employees and the other two will be residents, one of which could be an employee.

Councilmember Jacobs noted two legal residents.

Mr. Lunny replied yes. That is what we have done in reverse for the other Boards where we said two legal residents because there has always been an Elected Official.

Mayor Bendekovic requested that the information be provided to her if you still want to serve because if you do not want to serve we need to get this back to you because of the fact that you do the appointments for the Police and the Fire.

Motion by Councilmember Jacobs, seconded by Councilman Levy, to pass this ordinance on First Reading with the Mayor appointing no more than two legal residents. Motion carried on the following roll call vote:

Ayes: Zimmerman, Fadgen, Jacobs, Levy, Stoner
Nays: None

* * * * *

Mr. Lunny read Items No. 15 and No. 16. Note: These items were heard in tandem.

15. PUBLIC HEARING AND FIRST READING OF A ZONING ORDINANCE OF THE CITY OF PLANTATION, FLORIDA, REZONING 10.39 PLUS OR MINUS ACRES FROM "CF-P" (ZONING USE DISTRICT) TO "PRD-6Q" (PLANNED RESIDENTIAL DISTRICT 6-DU/AC); IN ACCORDANCE WITH THE CITY OF PLANTATION COMPREHENSIVE ZONING ORDINANCE, CHAPTER 27-687; AND ASSIGNING 31 FLEXIBILITY RESERVE UNITS TO THE FOLLOWING DESCRIBED PROPERTY LOCATED IN FLEX ZONE 76 SO AS TO PERMIT THE CONSTRUCTION OF 62 TOWNHOMES WITHOUT AMENDING THE CITY COMPREHENSIVE FUTURE LAND USE PLAN; PROPETY LOCATED AT 12700 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA; LYING IN SECTION 2, TOWNSHIP 50 SOUTH, RANGE 40 EAST, AND DESCRIBED AS TRACT "A" OF FIRST PRESBYTERIAN CHURCH OF PLANTATION, AS RECORDED IN PLAT BOOK 150, PAGE 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; GENERALLY LOCATED ON THE SOUTH SIDE OF BROWARD BOULEVARD APPROXIMATELY 1/3 MILE WEST OF FLAMINGO ROAD; PROVIDING FINDINGS, PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

QUASI-JUDICIAL ITEMS

Resolution No. 11864

16. **RESOLUTION** APPROVING 62 TOWNHOUSE DWELLING UNITS (THE COVE AT LAGO MAR) AS A CONDITIONAL USE TO BE LOCATED WITHIN A PRD-6Q ZONING DISTRICT ON PROPERTY LYING IN SECTION 2, TOWNSHIP 50 SOUTH, RANGE 40 EAST AND DESCRIBED AS TRACT "A" OF FIRST PRESBYTERIAN CHURCH OF PLANTATION. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 150, PAGE 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA (LOCATED AT 12700 WEST BROWARD BOULEVARD); PROVIDING FOR CONDITIONS AND LIMITATIONS OF THE ALLOWED USE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR. –AND- REQUEST FOR REZONING, FLEX ASSIGNMENT, CONDITIONAL USE, SITE PLAN, ELEVATION, AND LANDSCAPE PLAN FOR THE COVE AT LAGO MAR.

A Staff Report dated April 9, 2014, to the City Council, from the Planning, Zoning and Economic Development Department, follows:

REQUEST #1: Rezoning from CF-P to PRD-6Q.

REQUEST #2: Assignment of 31 flex/reserve units.

REQUEST #3: Conditional use approval to allow 62 fee-simple townhomes.

REQUEST #4: Site plan, elevation, and landscape pan approval.

WAIVER REQUESTS:

1. From: Section 27-688(d), which requires that portion of the PRD perimeter abutting a single-family residential district (located to the west/northwest) to be planned and developed with the same adjacent unit type.

To: Allow townhouse units to abut single-family residential units.
Staff has encouraged the applicant to work with adjacent residents to assure a quality and compatible development.

2. From: Section 27-689(c), which requires the building to be setback from the north and west property line a distance equal to 45.8' (1 ½ times the building height).
To: Reduce the required setback from 48.8' to 38.8' along the west property line; and
To: Reduce the required setback from 48.8' to 26' along the east property line.
Staff has encouraged the applicant to work with the adjacent residents to assure that setback reductions are generally adjacent to mitigating open space (i.e. canal or offsite retention).

3. From: Section 27-742(e), which requires two-way access aisles to be a minimum of 25 feet in width.
To: Reduce the access aisle width to 24'.
No objection from Engineering.

4. From: Section 27-743(1)(b), which requires townhouses having three or more bedrooms to have a two-car garage measuring 22' in width and 20' in depth.
To: Reduce the garage widths to 17.3'; and
To: Reduce the garage depth to 19.3'.
The City Council initiated the code change to increase garage size 18 months ago.

5. From: Section 27-747(d)(2), which requires two off-street loading zones.
To: Eliminate the requirement for off-street loading zones.
No objection.

6. From: Section 27-742(b), which requires each parking space to be a minimum of 9' in width.
To: Allow a 16' driveway width for two-car (townhouse) parking.

7. From: Section 27-637(8)(a), which requires fencing not to exceed 6' in height in residential districts.
To: Increase the wall height to 8' on the south property line.
No objection subject to resident agreement.

8. From: Section 13-41(a)(b). Pedestrian zones along building facades.
Landscape pedestrian zones shall extend the full width of each façade that abuts a parking or vehicular use area; the minimum width of such landscape zone shall relate to the adjacent structure's wall height.
To: a. 15' required along the western façade of buildings 1 thru 8 – 0' provided.
b. 15' required along the eastern façade of buildings 9 thru 15 – 0' provided.
LDCM staff does not object to waiver requests; the lack of required area is in relation to the individual parking spaces (driveways) and associated garages. Staff requests the proposed trees in the planting islands in these areas be planted at a minimum height of 14'.

EXHIBITS TO BE INCLUDED: Planning and Zoning Division report; Ordinance; subject site map; Conditional use/site plan application; Planning and Zoning Board meeting minutes of December 3, 2013; Landscape Planning Review Board meeting minutes of December 3, 2013; and Review Committee meeting minutes of November 1, 2013.

PLANNING AND ZONING BOARD RECOMMENDATION: APPROVAL subject to staff comments. (6/0; December 3, 2013).

LANDSCAPE PLANNING REVIEW BOARD: APPROVAL (60; December 3, 2013).

REVIEW COMMITTEE RECOMMENDATION: NO OBJECTION to the project moving forward for further review. (November 1, 2013).

ANALYSIS:

The subject site is approximately 9.4 acres in area, zoned CF-P, and currently developed with a 7,517-square-foot house of worship. The site is bound by Broward Boulevard to the north, State Road 84/I-595 to the south, and single family residential uses to the east and west.

The applicant is processing a concurrent rezoning, flex unit allocation, conditional use, site plan, elevation and landscape plan application requesting approval to demolish the existing house of worship and develop the site with 62 townhomes (comprised of fourteen four-unit buildings, and one six-unit building).

A swimming pool with a cabana will be located at the northwest corner of the site, just west of the community entrance. Construction of a new 6' wall along Broward Boulevard and an 8' wall along the south side of the site is planned together with repair of the existing 6' wall along the west side of the property. A 50' wide canal abuts the east property line. Gated access from Broward Boulevard with a call box is also planned.

Required parking based on 32 three-bedroom units and 30 four-bedroom units is 171 spaces with 235 spaces provided. The three-bedroom units will have an oversized single car garage and the four-bedroom units will have two-car garages. Both units will have two-car driveways. Nineteen guest spaces are provided in various locations throughout the community.

If approved as submitted, the building colors, materials, and models will be the same as those previously approved for the Riverwalk project currently under construction by Centerline Homes and located just west of the subject site.

A rezoning request must be accompanied by responses to criteria indicated in Policy 1.16.1 of the City's Future Land Use Element of the adopted Comprehensive Plan, which has been submitted (See Exhibit A). The applicant has provided responses to the Flex Utilization Criteria found in Section 19-67 of the City Code. (See Exhibit B).

STAFF COMMENTS:
PLANNING AND ZONING:

Planning:

1. The applicant has requested an assignment of flexibility and/or reserve units to allow greater density within the residential land use category. There are currently 89 reserve units in Flex Zone 76 available to increase residential density. The applicant has requested 31 units.
2. Ordinance 2485 requires the payment of City impact fees prior to permitting. Multi-family impact fees are $1,833 per dwelling unit. Impact fees must be paid for the entire project (all 62 dwelling units) prior to issuance of any development permits.

Zoning:

In General:

1. See Engineering Department comments regarding the proposed access drive to the Lago Plantation community.
2. Prior to the issuance of a building permit, amend the restrictive note on the plat.
3. Prior to the issuance of a building permit, the Homeowner's Association documents must be approved by the City Attorney.

Site Plan:

4. Section 27-688(d) requires that portion of the PRD perimeter abutting a single-family residential district (located to the west/northwest) to be planned and developed with the same adjacent unit type to allow townhouse units to abut single-family residential units. *The applicant has requested a waiver to construct townhouses.*
5. Section 27-689(c) requires buildings to be setback from the property line a distance equal to 1 ½ times the building height. Building 1, 2, 3, 7, 8, 12, and 13 to not meet the required setback. *The applicant has requested a waiver to reduce the setback.*

Parking areas and loading zones:

6. Section 27-742(e) requires two-way access aisles to be a minimum of 25 feet. *The applicant has requested a waiver to allow a 24' width.*
7. Section 27-743(1)(b) requires townhouses having three or more bedrooms to have a two-car garage measuring 22' wide and 20' deep. *The applicant has requested a waiver to reduce the garage size.*
8. Section 27-747(d)(2) requires two off-street loading zones. *The applicant has requested a waiver to not provide loading zones.*
9. Section 27-742(b) requires each parking space to be a minimum of 9' in width. *The applicant has requested a waiver relating to the driveway width at each unit.*

Details:

10. Section 637(8)a. Limits walls to a maximum height of 6' within residential zoning districts to construct an 8' wall on the south side of the site abutting State Road 84. *The applicant has requested a waiver to construct an 8' wall on the south property line.*

Signage:

Signage is not part of this review.

TRAFFIC CONSULTANT: Please see Engineering.

ENGINEERING DEPARTMENT:

Access from Broward Boulevard to the existing residential development adjacent to and west of the proposed development must be maintained at all times. Only after the proposed new separate access to the existing residential development has been constructed, permit(s) finaled, and authorized by the City to be placed into operation, may the existing access connection servicing the existing residential development be removed.

1. 11-22-13: The proposed signage and marking is incomplete in several locations and will require revisions to the site plan. Please contact Lisa Bernstein at 954-797-2636 to discuss. 03-20-14: Please change the pedestrian sign to a W11-2, not W11A-2; this is not a school crossing. The cul-de-sac has no markings, please sign and mark appropriately.
2. 11-22-13: Please label all proposed curb radii on Sheet 2 of 4 of the Site Plan. 03-20-14: Please include the radii at the access points to both developments.
3. 03-20-14: Please provide control radius information for both access points.

4. 03-20-14: Please provide more details for the revised gated entrance for the existing single family homes.
5. 03-20-14: Please include all signing and marking on the Site Plan.
6. 03-20-14: Sheet C1. Please dimension the proposed new access drive for the existing residences.
7. 03-20-14: All easements and right-of-way will need to be vacated prior to the first CO.

Traffic Engineering Comments:

The Engineering Department principally concurs with the conclusions as reported in the traffic study as currently submitted. However, please address the following comments in the final document:

1. Please provide the queuing analysis using the Institute of Transportation Engineers (ITE) formula with the 95% probability that the queue will not be exceeded. Please contact Engineering to discuss.
2. Please provide the back up for the ITE trip generation rates used.
3. The 18 Single Family Homes would use the Single Family Detached Housing Land Use Code (LUC) and not the Townhomes LUC. Please revise.
4. Please provide figures with the existing traffic, future traffic, future traffic with project, and project distribution. The tables do not detail how the numbers were arrived at.
5. The two closely spaced residential access points (existing and proposed) were analyzed using the SYNCHRO software. Were the two intersections analyzed together or separately? Please contact Engineering to discuss.
6. The SYNCHRO analyses have an error message at the bottom of the reports. Please correct.
7. There is no traffic count data for the existing homes. How as the analysis done without counts?

Permit Comments

Note: A detailed review of the civil drawings has not been performed at this time. If the site plan application is approved by City Council, a thorough engineering review will be performed at the time of application for construction permits. The following will apply at time of permit review:

1. An erosion and sedimentation control plan will be required.
2. A Maintenance of Traffic (MOT) plan will be required. Please meet with Engineering to discuss.
3. Drainage calculations signed and sealed by a professional engineer registered in the State of Florida complying with Chapter 9 of the City Code will be required.
4. Provide a copy of the surface water management permit(s) through the Broward County Environmental Protection Department (EPD) and/or SFWMD.
5. An executed Developer Agreement and form of security for all engineering and landscape related improvements will be required.

DESIGN, LANDSCAPE & CONSTRUCTION MANAGEMENT:

- All site plan and planting plan comments from the Department of Design, Landscape and Construction Management must be responded to in writing at time of permitting. When responding to staff comments, please bubble plan changes and specify the page number corrected in the written responses.
- The applicant will be required to execute a developer agreement and post security for all engineering and landscape related improvements at time of permitting.
- Tree/palm removal and relocation permits as well as mitigation fees must be obtained directly through the Design, Landscape & Construction Management Department at the time of permitting. Please contact Diana at 954-797-2248 directly to obtain required permits.

Site Plan:

1. A 15' landscape buffer is required along West Broward Boulevard; if the proposed abandonment of the right-of-way is not obtained a *waiver will be required.*

2. Code requires landscape pedestrian zones (lpz) to extend the full width of each façade abutting a parking or vehicular use area; the minimum width shall be half the height of the proposed of 10' (paved areas in the lpz may not constitute more than 5' of the required lpz):

Planting Plan:

1. All proposed trees to be removed or relocated require ISA appraisals based on the Checked Trunk Formula Method, Guide for Plant Appraisal, 9th edition, 2000.
2. Performance bonds are required on all trees to be relocated as per City codes.
3. All proposed trees to be removed must be mitigated for as per City codes; tree mitigation will be above and beyond code required trees on the property.
4. City staff will verify all trees proposed "to be removed or relocated".
5. All landscape areas shall be provided with an automatically-operating underground irrigation system; with a minimum of 100% coverage, with 50% minimum overlap in ground cover and shrub areas. The rain sensor must be installed as well as a rust inhibitor if applicable. Irrigation plans must be submitted at time of permitting.

BUILDING DEPARTMENT: No objection.

FIRE DEPARTMENT

1. No objections as to the rezoning, assignment of flex or reserve units, conditional use, and site plan with the understanding that the requirement that every building shall be protected by an automatic fire sprinkler system will not be enforced as long as the 150' hose reach to any point in rear of building is maintained at all times. To assist in the enforcement of this issue, the applicant and/or owner have provided approved working that will be placed in the "Declaration for the Cove at Lago Mar" (HOA documents) that will prevent any added structures to the exterior of the building and rear yards; additional wording that will prevent any changes to approved landscape plans will also be included along with an approved Fire Hose Deployment Plan.

UTILITIES: No objection; however, the following comments apply:

1. Complete Water and Sewer Utility Plans were not provided with this submission.
2. Prior to a Building Permit being issued, the following must be provided:
   - $500 review fee must be submitted to Utilities Department.
   - Water and Sewer Utility plans must be submitted to the Utilities Department for review and approval.
   - BCHD and BC EPD Permits must be approved.
   - Utilities Agreement must be executed.
   - Utilities Performance Bond must be posted.
   - Utility Easements must be executed.
   - Utility Inspection fees must be paid.
   - Capacity Charges must be paid in FULL.
   - Contact: Danny Pollio if you have any questions; 954-797-2159.
3. Offsite and onsite improvements must be installed, tested, certified and accepted by City of Plantation Utilities prior to first CO.
4. Water and Wastewater Utilities plans are considered conceptual and not for construction.
5. Show all new and existing water and sewer lines and easements on landscaping and drainage plans.
6. Maintain all utilities and utilities easements for water and wastewater system access.
7. Full Utilities plan review and approval is required prior to permitting. No plans are for construction until marked "FINAL".

POLICE DEPARTMENT: No objection to the conditional use request, site plan, and rezoning with the understanding of the following conditions:

1. Security lighting must meet IESNA security lighting requirements.
2. All access must be granted to the Police Department, any access control device will be coded with Patrol Units.
3. Future parking enforcement will need to be included in the HOA documents.

O.P.W.C.D.: No comment.

WASTE MANAGEMENT:

1. Contact Jim Padovan, Senior District Management via email at jpadovan@wm.com or at 954-935-2327 for review comments.

Exhibit A

Changing the zoning classifications for a parcel of property
Comprehensive Plan Policy 1.16.1

The City shall consider the following policy considerations, in additional to all other appropriate policy considerations, in addition to all other appropriate policy considerations stated elsewhere in this Plan, when making a decision on whether to change the zoning classifications for a parcel of property or change the future land use designation on a parcel of property:

1) Whether there is a change in population, socioeconomic factors, or physical development of property nearby or affecting the subject property, which change was unforeseen or unanticipated, and which change has created a present problem or opportunity that justifies a change of land use designation or zoning classification on the subject property; and further, the extent to which the proposed land use or zoning would result in action towards mitigating any problem, or capitalizing on any opportunity identified above (the established character of predominantly developed areas should be a primary consideration when a change of zoning classification or of future land use designation is proposed);

Applicant Response:

A portion of the subject property contains a church that has been open for many years. The church, for economic reasons, has chosen to move elsewhere and sell the property. A number of non residential uses were considered. Although the property is presently zoned CF (community facilities) the allowed uses are not compatible with adjacent residential development. A residential use will continue the recent pattern established by the Riverwalk townhome development.

Staff Comment:
The townhouse application provides an alternative to current CF Zoning. CF zoning allows (subject to special exception approval) governmental administration or maintenance facilities, house of worship, police and fire protection facilities, public utilities, and schools (public/charter or private).

The property could potentially be developed for small lot single family or zero lot line homes. The form of development is associated with limited open space and reduced (15'- 25') perimeter setbacks.

2) The impact of development permitted by the proposed land use or zoning on existing public facilities and services, including schools, police and fire, potable water sanitary sewer, local or regional roads, parks and open spaces, and drainage;

Applicant Response:
The proposed 62 fee simple townhomes will not adversely impact public facilities and services in the area. Both traffic and utility studies have been undertaken by the applicant to ensure this.

Staff Comment:
Both Utility and Traffic comments are addressed in earlier in the report.

3) Whether development permitted by the proposed land use or zoning will be compatible with development permitted under the land use and zoning of property surrounding the subject property;

Applicant Response:
Adjacent property to the north and west are zoned PRD as well. For sale residential development exists on three sides of the site, with a canal and limited access roadway on the south side.

Staff Comment:
Townhouses are generally compatible with single family if proper buffers or landscaping is provided. Applicant has been encouraged to work with the adjacent residents.

4) The extent to which the proposed land use or zoning designation is consistent with the Goals, Objectives, and Policies of the Neighborhood Design Element where the property is located. (The City has an optional Neighborhood Design Element which effectively splits the City into five (5) different regions for future land use comprehensive planning purposes. Each of these five (5) regions is a discrete unit, unique in character and has special Goals, Objectives, and Policies. In evaluating any proposed change of a land use or zoning designation, the Goals, Objectives, and Policies of the affected flexibility zone Neighborhood Design Element should be given a primary importance);

Applicant Response:
This tract is the last undeveloped or underdeveloped parcel along the west Broward Boulevard corridor. The success of the Riverwalk development which is identical in design concept and character has been recently approved just west of the subject site. Issues of overall density, building heights, landscape buffers and "for sale" housing were carefully reviewed by the City's professional staff during the approval process.

Staff Comment:
The applicant has not listed the specific goals, objectives and policies of the Neighborhood Design Element that are supportive of this development proposal.

Applicant Response:
The property is located in flex zone 68 that largely deals with Plantation Acres. The goal is to preserve, protect & enhance the character of this area. Policy 1.1.1 will be met by providing pedestrian controlled access to the linear park along the canal. Policy 1.1.4 is met with larger setbacks and extensive landscape screening along Broward Boulevard.

5) The extent to which development permitted under the proposed land use or zoning is consistent with the Goals, Objectives, and Policies of the Future Land Use Element and the other Elements of the Comprehensive Plan. (A land use or zoning change is consistent if it is "compatible with" and "furthers" the Goals, Objectives, and Policies of the Comprehensive Plan. The term "compatible with" means that the proposed change is not in conflict with the Goals, Objectives, and Policies. The term "furthers" means that the proposed change takes action in the direction of realizing the Goals, Objectives, or Policies. For purposes of determining consistency of a land use or zoning change with the ten elements of the Comprehensive Plan, the Comprehensive Plan shall be construed as a whole and no specific goal, objective, or policy shall be construed or applied in isolation of all other Goals, Objectives, or Policies in the Plan);

Applicant Response:
As set forth in #4 above, this parcel provides compatibility with the neighborhood and will be a component of furthering the goals, objectives and policies of the City's adopted Comprehensive Plan.

Staff Comment:
The applicant has not listed the specific goals, objectives and policies of the Comprehensive Plan that are supportive of this development proposal.

Applicant Response:
The Following Goals, Objectives & Policies of The Comprehensive Plan are being met in the following sections:

Housing Element
Goal 1, Objective 1.1, Policy 1.1.1, Policy 1.1.2, Policy 1.1.3
Future Land Use Element
Goal 1, Objective 1.1, Policy 1.1.1, Policy 1.1.2, Policy 1.1.2a, Policy 1.1.2b, Policy 1.1.3, Objective 1.5, Policy 1.5.1, Objective 1.6, Policy 1.6.1, Policy 1.6.1a, Policy 1.6.2, Policy 1.6.2a, Policy 1.6.2b, Policy 1.6.3, Policy 1.6.4, Objective 1.7, Policy 1.7.1, Policy 1.7.2, Policy 1.7.8

Infrastructure Element
Goal 1, Objective 1.1, Policy 1.1.1, Policy 1.1.2, Policy 1.1.3; Goal 2, Objective 2.1, Policy 2.1.1, Policy 2.1.4, Policy 2.1.5, Objective 2.4, Policy 2.4.; Goal 4, Objective 4.1, Policy 4.1.1, Policy 4.1.2; Goal 6, Objective 6.1, , Policy 6.1.1; Goal 7, Objective 7.1, Policy 7.1.1; Goal 8, Objective 8.1, Policy 8.1.1, Policy 8.1.2

6) Whether the project as proposed offers significant benefits not otherwise available to the City if the changes were not made (for example, does the planning, design, and development of the property exceed the minimum otherwise required land development requirements in terms of reserving appropriate open space, development themes, taking advantage of natural and manmade conditions or environments, controlling pedestrian and vehicular traffic systems, substantially intensifying landscape of providing landscape contributions to the City, improving or maintaining public infrastructure of infrastructure improvements or maintenance, exceeding setbacks and building separations where appropriate, and reflecting an orderly and creative arrangement of buildings and land uses as appropriate?);

Applicant Response:
The present non residential use did not, nor was it required to address design related matters such as open space, recreation, buffering, or vehicular and pedestrian access and circulation. The proposed plan creates a user friendly design with a pedestrian way linking Broward Boulevard to the pathway along the New River Canal. In addition an excess of guest parking is distributed throughout the community. On site amenities include a cabana and swimming pool with mail kiosk. Buffering to the west will include the existing masonry wall augmented with additional trees and shrubs. The residents to the east will be separated by the existing 50' wide canal and landscaping. The narrow rectangular shape of the site reduces the number of reasonable site planning solutions to that which is proposed.

Staff Comment:
The proposal provides benefits not otherwise available had this property been developed for community facility use. Prior proposals included a school with the primary driveway along the west side of the property adjacent to Lago Plantation.

7) The extent to which the proposed land use or zoning would contribute to enhancing the tax base, adding employment, and providing other positive economic impacts;

Applicant Response:
For sale housing at the anticipated values will clearly exceed that of a church. Employment will be increased during the time of site development and construction.

Staff Comment:
Residential use would add to the tax base of the City.

8) The extent to which the subject property has potential to be developed in a desirable manner under its present land use and zoning scheme;

Applicant Response:
Once again the unusual shape of the site limits the use as a community facility. Be they public or private the larger question is compatibility with the neighborhood.

Staff Comment:
The property could be developed as Community Facility. However, the size and narrow width of the site would limit buffering options for more intensive community facilities. The property could potentially be developed for small lot single family or zero lot line homes. The form of development is associated with limited open space and reduced (15'- 25') perimeter setbacks.

9) The future land use and zoning needs of the community; and,

Applicant Response:
Demand for housing has gone through a very difficult time in the recent past. With virtually no new housing for 6-7 years, the existing stock is nearly absorbed and demand has returned, particularly for market priced product.

Staff Comment:
There appears to be a demand for quality townhouse product in western Plantation.

10) Such other policy considerations that may not be set forth above but which are nonetheless considered by the City governing body to be reasonable and appropriate under the circumstances.

Applicant Response:
The location of a specific land use is largely governed by two factors, existing surrounding development and concurrency levels of service. Adequate roads, schools, drainage, parks, utilities and public services are available to this property. As stated above each of these has been considered in the final design layout proposed.

Staff Comment:
See Traffic and Utility comments later in this report.

11) The proposed future land use or zoning of the property does not and will not result in contamination of groundwater sources used to supply potable water.

Applicant Response:

Staff Comment:
Engineering and Utilities have not indicated this is an issue.

12) The proposed future land use or zoning of the subject property does not cause the City's water demands to exceed the City's water supply availability or consumptive use permit.

Applicant Response:

Staff Comment:
See Utility comments.

Exhibit B

Utilizing flexibility
Code of Ordinance Section 19-67

The City has only a limited amount of flexibility available pursuant to its comprehensive plan; the Broward County Comprehensive Plan, and the Broward County Planning Council Administrative Rules document. In a substantially developed city such as Plantation, once flexibility is consumed, it is no longer available and generally cannot be replaced. The advantage to utilizing flexibility is to encourage development in the City deems desirable in terms of increasing employment, raising the tax base, arresting blight, or providing other benefits. The chief advantage to utilizing flexibility is that it shortens the time otherwise needed for regulatory review and approvals needed to obtain building permits. If a project meets the limitations of subsection (b) above to qualify for flexibility, the following are the factors that the City will consider in deciding whether to allocate or utilize its flexibility:

a. Whether there is a change in population, socio-economic factors, or physical development of property near or affecting the subject property, which change was unforeseen or unanticipated, and which change has created a present problem or opportunity that justifies utilizing the flexibility;

Applicant Response:
A portion of the subject property contains a church that has been open for many years. The church, for economic reasons, has chosen to move elsewhere and sell the property. A number of non residential uses were considered. Although the property is presently zoned CF (community facilities), the allowed uses are not compatible with adjacent residential development. A residential use will continue to development pattern along both sides of the west portion of Broward Boulevard. Land values are such that an increase in density is necessary to achieve a reasonable use of the property as residential. The very peculiar shape does not lend itself to single family homes.

Staff Comment:
The townhouse application provides an alternative to current CF Zoning. CF zoning allows (subject to special exception approval) governmental administration or maintenance facilities, house of worship, police and fire protection facilities, public utilities, and schools (public/charter or private). The property could potentially be developed for small lot single family or zero lot line homes. The form of development is associated with limited open space and reduced (15' - 25') perimeter setbacks.

b. Whether the project as proposed offers significant benefits not otherwise available to the city if the city's land development regulations were otherwise followed (for example, does the planning, design, and development of the property exceed the minimum otherwise required land development requirements in terms of reserving appropriate open space, taking advantage of natural and manmade conditions or environments, controlling pedestrian and vehicular traffic systems, substantially intensifying landscape or providing landscape contributions to the city, improving or maintaining public infrastructure or giving the City a contribution in aide of infrastructure improvements or maintenance, exceeding setbacks and building separations where appropriate, and reflecting an orderly and creative arrangement of buildings and land uses as appropriate?);

Applicant Response:
The present non residential use did not, nor was it required to address design related matters such as open space, recreation, buffering, or vehicular and pedestrian access and circulation. The proposed plan creates a user friendly design with a pedestrian way linking Broward Boulevard to the pathway along the New River Canal. In addition an excess of guest parking is distributed throughout the community. On site amenities include a cabana and swimming pool with mail kiosk. Buffering to the west will include the existing masonry wall augmented with additional trees and shrubs. The residents to the east will be separated by the existing 50' wide canal and landscaping. The narrow rectangular shape of the site reduces the number of reasonable site planning solutions to that which is proposed.

Staff Comment:
The townhouse application provides an alternative to current CF Zoning potentially allowing for increased open space, greater perimeter landscaping, and less parking. Community Facility uses (governmental administration or maintenance facilities, house of worship, police and fire protection facilities, public utilities, and schools) require parking fields and less open space. The property could potentially be developed for small lot single family or zero lot line homes. The form of development is associated with limited open space and reduced (15'- 25') perimeter setbacks.

c. The extent to which the project contributes to the tax base, adds employment of other positive impacts;

Applicant Response:
For sale housing at the anticipated values will clearly exceed that of a church. Employment will be increased during the time of site development and construction.

Staff Comment:
Residential use would add to the tax base of the City.

d. The extent to which the project impacts public services (e.g., fire, EMS, school, police, water, wastewater, and other services), and generates negative secondary effects of odors, fumes, noise, traffic, or crime;

Applicant Response:
As the site plan has been submitted, the proposed 62 fee simple townhomes will not adversely impact public facilities and services in the area. Both traffic and utility studies have been undertaken by the applicant to ensure this. A school concurrency determination will also be obtained.

Staff Comment:
No odors, fumes, or significant noise is associated with residential development. See Police and Traffic comments earlier in this report.

e. The extent to which the property has potential to be developed in a desirable manner under its present land use and zoning scheme without the application of flexibility and whether such foreseeable development is or is not more beneficial to the community;

Applicant Response:
It has been stated before that non residential uses on a site of this size and shape would find it difficult to provide adequate buffering, traffic and pedestrian circulation. It simply limits the use as a community facility. Be they public or private the larger question is compatibility with the neighborhood. The charter school that was previously proposed met with neighborhood resistance.

Staff Comment:
The property could be developed as Community Facility. However, the size and narrow width of the site would limit buffering options for more intensive community facilities. The property could potentially be developed for single-family homes, albeit on much smaller lots than adjacent property due to the narrow width of the property.

f. The nature and types of uses surrounding the subject property and whether the development proposal is compatible and complements those uses;

Applicant Response:
Adjacent property to the north and west are zoned PRD as well. For sale residential development exists on three sides of the site, with a canal and limited access roadway on the south side. The proposed residential redevelopment will be far more compatible than non residential uses.

Staff Comment:
Townhouses are generally compatible with single family if proper buffers or landscaping is provided. Applicant has been encouraged to work with the adjacent residents.

g. Specific goals, objectives or policies of the city comprehensive plan that are consistent or inconsistent with the development proposed;

Applicant Response:
Goals, objectives and policies dealing with compatibility, buffering, open space, concurrency and community need have all been considered.

Staff Comment:
The applicant needs to list the specific goals, objectives and policies supportive of this development proposal.

h. The extent to which the type of flexibility proposed to be utilized will remain available for future use by the city under this section's requirements and under any possible regulatory scheme;

Applicant Response:
The site plan proposed will use a portion of the flex units available in the City. The 31 units requested bring the gross density to just below six units/acre. Other residential development plans could be considered but it is doubtful that they would address neighborhood compatibility as well as this plan.

Staff Comment:
The proposal appears to address these criteria.

i. The extent to which the utilization of flexibility serves or does not serve the public's health, safety, or welfare;

Applicant Response:
Health, safety and welfare are addressed by concurrency and City design standards. Building heights, buffers, open space, architecture, amenities and pedestrian/vehicular circulation have all been considered in the proposed site development plan.

Staff Comment:
The use of flexibility provides an alternative to potentially more intensive Community Facility Use.

j. The future land use and needs of the community; and

Applicant Response:
Demand for housing has gone through a very difficult time in the recent past. With virtually no new housing for 6-7 years, the existing stock is nearly absorbed and demand has returned, particularly for market priced product.

Staff Comment:
There appears to be a demand for quality townhouse product in western Plantation. Such other policy considerations that may not be set forth above but, which are nonetheless considered by the City governing body to be reasonable and appropriate under the circumstances.

Applicant Response:
The location of a specific land use is largely governed by two factors, existing surrounding development and concurrency levels of service. Adequate roads, schools, drainage, parks, utilities and public services are available to this property. As stated above each of these has been considered in the final design layout proposed.

Staff Comment:
The proposal appears to address these criteria.

Mayor Bendekovic disclosed that she probably spoke with everyone who is going to speak because of some of the circumstances. If she has the opportunity to vote that will not influence her decision.

Mr. Leeds explained that this project is the same company that built the Riverwalk; it is quality townhouse units. We have no objection to any of the Planning and Zoning waivers; however, we have one concern. The parking waiver mentions reducing garage widths to 17.3'. These are really one and half car garages and for purposes of counting required parking we only counted them for one space. The 17.3' is too tight for a two-car garage. Half of the units are three-bedroom and have a one-space garage; 32 units are four-bedroom and they have a two-space garage. The City Council issued a Code change some time ago to create requirements for garages. It was not applicable to their first project.

Councilmember Stoner commented that there were some adjustments to the one on the northwest corner.

Mr. Leeds stated that those two projects preceded the Code. Now the Code is adopted. The only thing they would suggest is that the garage depth is 20 feet, which is the standard depth for a parking space. If it is increased from 19.3' to 20 feet that means their 22-foot long parking space, which is outside the garage, is reduced to 21'3". The only reason for a 22-foot deep garage is that it will increase the percentage of vehicles, particularly trucks that will fit inside of the garage. There is more than enough parking but we cannot support less than a 20-foot depth in a garage.

Councilmember Stoner noted that we need to keep the 22-foot width.

Mr. Leeds indicated that he is not as concerned about the width. When this ordinance change was adopted he expressed that 22 feet may be a little more than we need.

Councilmember Stoner stated that 22 feet is a standard garage. You cannot get two cars in a 17-foot wide garage.

Mr. Leeds advised that those garages were not counted for purposes of the parking code; this project is substantially more than the minimum requirement and that is based on counting the 17'3" garages as one-car garages. They cannot be used for two cars. They used to be called the one and a half garage where you could park your car and the rest of the area would be for storage. We do not expect people to try to park two cars in these 17 feet wide garages.

Councilmember Jacobs commented that you do not need to park two cars because there is plenty of parking.

Mr. Leeds stated that there are two driveway spaces for the three-bedroom units plus the one-car garage so there are three spaces for the three-bedroom. It is believed that is sufficient based on the amount of guest parking provided. The four-bedroom units have four parking spaces; however, they would like the interior parking spaces, which are the garages, to meet the minimum 20 feet. That is his only issue with this project.

Jonathan Keith, representative of the Cove of Lago Mar and Centerline Homes Investments, Inc., was present.

Mr. Keith indicated that the Riverwalk at Lago Mar was done about two years ago. They think that project is a jewel in that area of the City and they plan to do the same thing with this project.

In response to Councilmember Stoner, Mr. Keith stated that it sold out in probably six to eight months. They anticipate the same with this project. With regard to the garage depths, they have no objection to increasing the garage depths. They have read all of the staff comments and agree.

Motion by Councilmember Levy, seconded by Councilmember Jacobs, to approve the request for rezoning, flex assignment, conditional use, site plan, elevation and landscape plan for the COVE AT LAGO MAR, based on the waivers presented as well as the flex units with the only caveat that the depth of the garages be 20 feet instead of 17 ½ feet. Motion carried on the following roll call vote:

Ayes: Zimmerman, Fadgen, Jacobs, Levy, Stoner
Nays: None

In response to Mr. Lunny, Councilmember Jacobs clarified that they were granting the waiver on the width and not on the depth.

In response to Councilmember Stoner, Mr. Keith stated that the total construction costs are $3 million to $4 million. As far as the anticipated sales prices, they anticipate them in the mid $300,000's. The total cost of the project is $20 million.

Motion by Councilmember Jacobs, seconded by Councilmember Levy, to approve Item No. 15 as presented. Motion carried on the following roll call vote:

Ayes: Zimmerman, Fadgen, Jacobs, Levy, Stoner
Nays: None

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QUASI-JUDICIAL CONSENT AGENDA - None.

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QUASI-JUDICIAL ITEMS

Mr. Lunny read Item No. 17.

17. REQUEST FOR EXTENSION OF SITE PLAN, ELEVATION AND LANDCAPE PLAN APPROVAL FOR AMICUS JUST FOR KIDS LOCATED ON THE EAST SIDE OF STATE ROAD 7 JUST SOUTH OF NW 5TH STREET FOR ONE (1) ADDITIONAL YEAR.

A Memorandum dated April 9, 2014, to Mayor and City Council, from Gayle Easterling, AICP, follows:

REQUEST: Site plan approval extension for one (1) additional year.

BACKGROUND:

The subject site is located on the east side of State Road 7 just south of NW 5th Street, 0.62 acres in area, zoned SPI-2 (Auto Mall), and currently vacant. The site is bound by office uses to the north and south, residential uses in the City of Fort Lauderdale to the east, and commercial uses to the west.

City Council approved a site plan, elevation, and landscape plan on July 11, 2013, to allow construction of a 3,600-square-foot medical office with a contemporary design of stucco finishes and aluminum details. Twenty-five (25) parking spaces were to be provided with 20 parking spaces required after utilizing the 15% parking reduction allowed in accordance with Section 27-613A(2).

Section 27-6(b) of the code indicates site plan approval has an initial period of validity of one year from the date of the decision. It also allows the City Council the ability to grant an additional six-month extension for good cause. The applicant is requesting a site plan approval extension for one (1) additional year. If the one-year extension is granted, the applicant will have until July 11, 2015 to apply for a building permit.

STAFF COMMENTS:
Planning and Zoning Department:

1. If the City Council chooses to approve the extension, staff recommends all prior site plan approval conditions remain in effect and applicable to the extended site plan approval.

Mr. Leeds explained that this is a site plan that was approved on State Road 7. It was Phase II, which is the Amicus Medical Office Building that is caddy corner from the entrance to Plantation General Hospital. This is the property directly to the south and it was called Amicus for Kids. It was sort of an interesting modern design. They have requested a one-year extension; they are not ready to build at this time.

Councilmember Jacobs questioned what the ordinance allows.

Mr. Leeds advised that the ordinance allows for a one-year extension and possibly a second one-year. This is the first one-year extension.

Motion by Councilmember Jacobs, seconded by Councilmember Levy, to approve subject to Mr. Leeds' comment that staff recommends all prior site plan approval; conditions remain in effect and are applicable to the extended site plan approval. Motion carried on the following roll call vote:

Ayes: Zimmerman, Fadgen, Jacobs, Levy, Stoner
Nays: None

Councilmember Stoner questioned if anything has changed in that year since approval that would affect their project.

Mr. Leeds commented that in terms of zoning code changes he does not believe so. Nothing has changed in terms of parking or landscaping and nothing has changed in terms of the uses or setbacks. He is all right with this.

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COUNCILMEMBERS' COMMENTS

Councilmember Jacobs wished everyone a Joyous Passover and a Happy Easter.

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Councilmember Fadgen mentioned an article in the Miami Herald concerning the City of Coral Gables having a plan of putting about 250,000 orchids in the canopy. They are partnering with Fairchild Gardens. It is an interesting concept. A lot of residents like orchids and it seems to him that might be a project that the City of Plantation should try to seek a partner for. Orchids pretty much take care of themselves.

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Councilmember Fadgen wished everyone a Happy Passover and a Happy Easter.

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Councilmember Zimmerman announced that his appointment to the Landscape Planning and Review Board, Pamela Krauss, just received the Albert Einstein Distinguished Educator Scholarship Program Award. She is off to Washington for a year for a paid Fellowship. He offered congratulations to Ms. Krauss. She is one of 14 nationwide. His new appointee to the Board is Pablo Massari.

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Councilmember Levy mentioned an announcement on the news this morning that mentioned certain e cigarette manufacturers are now going to have various citrus flavors. That coupled with nicotine shows who they are marketing to. He noted that the Miami Herald also had a column on the issue today. The sale of these cigarettes has doubled in the last year to teenagers and younger kids. It says, "E cigs pose new addiction threat to kids". A couple of months ago the Mayor brought this up. We had some discussion and decided to wait until we saw what happened with the State and the County. At State level an amendment was placed by the e cigarette lobby that said they would not be banned for sale to minors, they just would not be visible at the store point; they would be behind the counter. That is a rider attached to the law that is going through on a State level. If that is not changed all they are going to do is make it more palatable to kids and it does not ban the sale to minors. He stated that Miami, Weston and Sunrise passed ordinances banning the sale to minors. Miami Dade County passed an ordinance banning them in government buildings, which is interesting. He noted that the Miami Herald poll showed overwhelming support; 87% for banning the sale of e cigarettes to minors. Whether we want to get involved or wait until it massages through the State is one thing but if we want to get involved we may then be grandfathered in if a watered down Bill comes from the State where it says all we have to do is hide them from minors.

Mayor Bendekovic advised that she would a letter of opposition to the amendment but we support the original legislation. That can go out tomorrow.

Councilmember Levy commented that Representative Frank Artilles (sic) calls the amendment a compromise and says he has not been swayed by it.

Councilmember Fadgen stated that there was some discussion that the Bill was also going to preempt any local regulation of that.

Councilmember Levy noted that sometimes that does follow up and it will negate anything we have done. There are two ways of looking at it; should we do something and hopefully it will stay on the books or do nothing and wait and see? He would like to ban the sale to minors.

Councilmember Jacobs would rather not spend the money to write an ordinance that may get superseded by the Legislature. It is not very long before the Legislature is done and we will know. We will have to watch what Broward County does.

Mayor Bendekovic commented that we will just oppose that amendment.

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Mayor Bendekovic requested that if anyone is planning to attend the Mayor's 33rd Interfaith Breakfast they should contact Susan DiLaura.

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Mayor Bendekovic wished everyone a happy and safe holiday.

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PUBLIC REQUESTS OF THE COUNCL CONCERNING MUNICIPAL AFFAIRS

Eric Sonoban (sic), resident, was present. He inquired how the trash system can either be revised or changed. He is concerned with rodents throughout his part of the neighborhood. He has read several things online regarding the regulation of trash and cans not being on the street all day. At the same time he is concerned leaving mounds of trash on the side of his house; if he puts them in a garbage can he cannot roll it out to the street. The size of the bags we currently have are not conducive to putting it in a garbage container inside of your house; it does not fit in a normal garbage can. He does not understand why trash cans are completely out reason since Plantation Acres have them. In his opinion, we are behind the times of every other City in Broward County and almost everywhere else in the country. With regard to recycling, he does not see anyone on his block recycle. It is a nuisance for the residents to have to pile up trash on the side of their house when it cannot be kept anywhere. The trash is attracting possums and other rodents and his dog has even been attacked by the possums. He questioned whether he should circulate a petition from neighbors.

Mayor Bendekovic advised that she spoke with Mr. Sonoban and explained the whole process. She even provided all of the information on the survey. She stated that she would give him all of the information on the Waste Management survey, which is done yearly. It is completely up to the Council if they would like to change the way we do this.

Councilmember Jacobs questioned if he understands the rational behind the blue bags.

Mr. Sonoban replied yes; you pay for your trash.

Councilmember Jacobs stated that you pay on usage as opposed to paying a flat rate, which would most likely be higher.

Mr. Sonoban indicated that most likely is an opinion.

Councilmember Jacobs mentioned piling up trash bags and questioned if his trash is picked up twice a week.

Mr. Sonoban replied yes. The problem is within a day or overnight rodents chew a hole in the bag and then he has to clean it up or it rains and the bag is completely drenched.

Councilmember Jacobs commented that he keeps his bag in the garage and he has an insert that fits inside the bag so it does not have to sit in a can and he throws trash, which is usually bags, in it the night before and rarely has he had a problem.

Mr. Sonoban stated that he has done that and prefers that his garage not smell like trash.

Councilmember Levy questioned what if Plantation created a smaller bag that fit into a normal large trash can.

Mr. Sonoban thought that would be great. The current system is not great for the environment.

Mayor Bendekovic advised that plastic is recyclable and it goes for energy. It goes through the incinerator and becomes energy; it does not go to the landfill. She stated that on April 23, 2014 we are going to have a demonstration of different bags because we have heard that people are tired of duct taping and masking tape. We are bringing bags that are drawstring and are a different thickness. Prices will be provided. The bags will be filled.

Councilmember Stoner commented that when she had a family she had a trash compactor.

Mayor Bendekovic stated that as long as the survey indicates that the majority of the people in the City of Plantation want to retain the blue bags she is going by the survey.

Mr. Sonoban questioned how many petitioners would be needed to have something done about this.

Councilmember Levy requested that Mr. Sonoban ask the company during the presentation on April 23, 2014 if they can come up with a solution that allows it to be more convenient with a bag that will fit into a standardized container because it seems that people are requesting that. If it could be an alternative the charge would be less because it is not as big and people might like to have that.

Mr. Sonoban questioned why the rest of Plantation is segregated from the Acres.

Councilmember Levy stated that they pay extra money for that service.

Mayor Bendekovic advised that when the Acres came on they were agriculture and they needed it for their livestock because they had so much from having horses. That was a horse community at one time and they needed the larger bins. They not only had one bin, they had two and three bins due to all of the issues they had

with livestock out there. If you would like to spend $82 like she does even though she never fills up a bin feel free to do so.

Mr. Sonoban questioned if it would be reduced if all of Plantation had trash bins. His research shows that it is about $35. From what he understands the City put a $7.50 tax because people were throwing trash in dumpsters, which should be included in what he pays for the bags.

Councilmember Fadgen questioned if he recycles.

Mr. Sonoban stated that he does not recycle because he would have less blue bag usage. He does not have anywhere to keep it. He drinks all plastic water bottles and has no where to keep all of the recycling. If he had a big blue garbage can on the side of his house specifically for recycling he would probably recycle 100 times more than he does because he does not recycle at all and no one on his block does.

Councilmember Fadgen commented that recycling would be part of the solution. Another trick is if you put a cap full of ammonia or chlorine in the garbage bag the rodents will stay away.

Mr. Sonoban indicated that he would try that. Regardless of a survey done by the garbage company, he does not know that it necessarily reflects the whole community. He has been here for two years and he has never had anything asking how he feels about the garbage.

Mayor Bendekovic advised that they do not send it to everybody; they do a random sampling of the entire community. She appreciates his efforts but this issue has been recycled over and over. There would be more anarchy in this City if the blue bags were taken away than keeping them.

Mr. Sonoban questioned how a compromise comes. He questioned why garbage cans can't be put out with the blue bags.

Mayor Bendekovic stated that there is not one.

Councilmember Jacobs commented that it is a different model. He noted that there is not going to be a change tonight.

Mr. Sonoban mentioned that no alternative is being given other than that is the way it is.

Mayor Bendekovic emphasized that as far as she is concerned, the answer is no; it is not going to be changed.

Councilmember Jacobs concurred.

Mayor Bendekovic reiterated that the bags will be brought back on April 23, 2014 but as far as changing these bags, it is not going to be done. If the Council directs her to do it and has Waste Management change the entire thing then we can fill this room up and you will find out what the percentage is.

Mr. Sonoban advised that he will be back until he gets an actual answer. He commented that the Mayor may be the Mayor but she does not speak for every citizen of this community; that is not right.

Councilmember Jacobs stated that it is called a democracy; we represent everyone. A true democracy would be that we have to get everyone in here and vote. We have a republican form of government, not a true democracy.

Mr. Sonoban commented that if he brings in petitions you are not going to listen.

Councilmember Stoner indicated that the Mayor said no. She thinks we are off course. There is a little frustration on everyone's part. When she campaigned the biggest topic was garbage collection; however, half of the City loved the bags and half loved the cans. There has always been a mix and there is always going to be a mix of collection but there is always going to be a mix of opinions. There has never been one that is overwhelmingly more than the other so there is really no change in sight.

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Dennis Conklin, resident, was present. He mentioned previous discussion to night regarding the appointment and selection for the Pension Boards. He hopes that when that selection comes around that you consider changing from the Defined Benefit Plan to the Defined Contribution Plan.

Mr. Conklin commented that you basically come to a point where you cannot make up what you have lost because you cannot make up the compounding of what has been lost. The problem is not going to be solved; you need to be more aggressive.

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Mr. Conklin mentioned that the Florida Senate passed out of its Committee and the Florida House passed out of its Committee to put to the floor a vote to have the Conference of the States for recommending amendments to the Constitution; that is the Article 5 Amendment.

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Mr. Conklin stated that they are trying to pass casino gambling for the third or fourth time.

Councilmember Levy advised that the only gambling Bill left on the table in Tallahassee has to do with separating racing and live racing from the casinos. Any other expansion of gambling is off the table now.

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Mr. Conklin mentioned he medical marijuana and e cigarettes. What is becoming a reality in the States that are making actions to approve medical marijuana is that the marijuana industry has moved into those States and has said they can do this many jobs for you. They are also talking about using flavors. He encouraged everyone to have their neighbors vote down the medical marijuana.

Councilmember Levy advised that there are many doctors who prescribe this for children with specific problems.

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SEALED COMPETITIVE SOLICITATIONS – None.

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WORKSHOP – None.

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Meeting adjourned at 10:57 p.m.

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Councilmember Lynn Stoner, President
City Council

ATTEST:

Susan Slattery
City Clerk

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Minutes was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2014.

Susan Slattery, City Clerk

MEMORANDUM

TO: MAYOR BENDEKOVIC AND MEMBERS OF CITY COUNCIL

FROM: QUENTIN E. MORGAN, ASSISTANT CITY ATTORNEY

RE: PET SHOP ORDINANCE

DATE: APRIL 1, 2014

This item is sponsored by the Administration.

As the elected officials may be aware, so called "puppy mills" and "kitten factories" have been around for decades. Unfortunately, the proliferation of these commercial ventures has created situations where these dogs and cats are subjected to shockingly poor conditions and severed inhumane treatment which has been documented by the USDA field reports. While it should be recognized that not all dogs and cats retailed in pet shops are products of inhumane breeding conditions and would not classify every commercial breeder selling dogs or cats to pet shops as a "puppy mill" or "kitten factory", it is probable that puppy mills and kitten factories continue to exist in part because of public demand and the sale of dogs and cats in pet shops.

According to the Humane Society of the United States, the result of puppy mills and kitten factories is American consumers purchase dogs and cats from pet shops that the consumers believe to be healthy and genetically sound, but in reality, the animals often face an array of health problems including communicable diseases or genetic disorders that present immediately after sale or that do not surface until several years later, all of which lead to costly veterinary bills and distress to the public. This has led to an increase in the number of abandoned dogs and cats placed in animal shelters. Many of these shelters are subsidized by the public.

The Ordinance provides new parameters under which dogs and cats may be sold to help eliminate the documented problems of puppy mills and kitten factories.

The Ordinance is ready for 1st Reading and direction is sought to advertise.

[328]9002-11001

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA RELATING TO ANIMALS BY AMENDING THE PLANTATION CODE OF ORDINANCES TO CREATE REGULATIONS FOR THE RETAIL SALE OF DOGS AND CATS; PROVIDING SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, existing state and federal laws regulate dog and cat breeders, as well as pet shops that sell dogs and cats including the Animal Welfare Act ("AWA") (7 U.S.C. Section 2131 et seq.); and

WHEREAS, Animal Welfare Act requires, among other things, the licensing of certain breeders of dogs and cats and that these breeders maintain minimum health, safety and welfare standards for animals in their care with enforcement of these requirements by the United States Department of Agriculture ("USDA"); and

WHEREAS, according to USDA inspection reports, some additional documented problems found at puppy mills include: (1) sanitation problems leading to infectious disease; (2) large number of animals overcrowded in cages; (3) lack of proper veterinary care for severe illnesses and injuries; (4) lack of protection from harsh weather conditions; and (5) lack of adequate food and water; and

WHEREAS, according to The Humane Society of the United States, American consumers purchase dogs and cats from pet shops that the consumers believe to be healthy and genetically sound, but in reality, the animals often face an array of health problems including communicable diseases or genetic disorders that present immediately after sale or that do not surface until several years later, all of which lead to costly veterinary bills and distress to consumers; and

WHEREAS, many "puppy mill" puppies and "kitten factory" kittens are being sold in pet shops for sale to the public; and

WHEREAS, across the country, thousands of independent pet shops as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of dogs and cats; many of these shops collaborate with local animal sheltering and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, while the City Council recognizes that not all dogs and cats retailed in pet shops are products of inhumane breeding conditions and would not classify every commercial breeder selling dogs or cats to pet shops as a "puppy mill" or "kitten factory", it is the City Council's belief that puppy mills and kitten factories continue to exist in part because of public demand and the sale of dogs and cats in pet shops; and

WHEREAS, the City Council believes that restricting the retail sale of dogs and cats in pet shops in the City will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PLANTATION, FLORIDA:

Section 1. The forgoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby rendered a specific part of this Ordinance upon adoption and shall serve as its legislative history.

Section 2. Sec. 4-1, "Definitions" is hereby amended to read as follows:

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal shall mean every living non-human creature, excluding tropical fish.

Animal control officer or *officer* shall mean any person employed by the City of Plantation or Broward County, or such agents or employees as are designated by the city or county to perform the duties of such officer, which person is authorized to investigate on public or private property civil infractions relating to animal control or cruelty, and to issue citations as provided herein. An animal control officer is not authorized to bear arms or make arrests (unless such person is a sworn police officer).

Animal rescue organization means humane society or other duly incorporated nonprofit organization operated as a bona fide charitable organization under Section 501(c)3 of the Internal Revenue Code, which organization is devoted to the rescue, care and/or adoption of stray, abandoned or surrendered animals and which does not breed animals.

Animal shelter means a public animal shelter or duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals, and which does not breed animals.

At large means off the premises of the owner and not under the control, custody, charge or possession of the owner or other responsible persons to whom custody, control, charge or possession of an animal, either by leash, cord, chain, or other physical barrier, fence, cage, full or partial enclosure sufficient to contain the animal, has been delegated.

Broward County Animal Regulations shall mean the Broward County Animal Care and Regulation Ordinance and any and all rules and regulations promulgated thereunder.

Cat means an animal of the Felidae family of the order Carnivora.

Certificate of source means any document from the source city or county animal shelter or animal control agency, humane society, or non-profit rescue organization declaring the source of the dog or cat on the premises of the pet shop, retail business, or other commercial establishment. The certificate of source shall include a photograph of the dog or cat.

Citation shall mean a written notice issued to a person by an officer with probable cause to believe that the person has committed a civil infraction in violation of this chapter.

City shall mean the City of Plantation, Florida.

City council shall mean the City Council for the City of Plantation, Florida.

Control shall mean the regulation of the possession, ownership, care and custody of an animal.

County shall mean Broward County, Florida.

Division shall mean the Animal Care and Regulation Division for Broward County.

Dog means an animal of the Canidae family of the order Carnivora and includes both male and female.

Existing pet shop means any pet shop or pet shop operator that displayed, sold, delivered, offered for sale, offered for adoption, bartered, auctioned, gave away, or otherwise transferred cats or dogs in the City on the effective date of this article and complied with all applicable provisions of the Code of Ordinances.

Harboring shall mean the act of keeping and caring for an animal or providing a premises to which the animal returns for food, shelter or care for a period of at least forty-eight (48) hours.

Kennel shall mean any place at which dogs, cats or any other animal, reptile, bird or fowl are kept for sale, breeding, boarding, treatment or grooming purposes as allowed by this Chapter and the zoning regulations of the city, Broward County, or both, if applicable. "Kennel" shall not include any humane society, animal protection agency or veterinarian clinic.

Pet shop means a retail establishment open to the public and engaging in the business of offering for sale and/or selling animals at retail.

Pet shop operator means a person who owns or operates a pet shop, or both.

Owner means any person owning, keeping or harboring an animal.

Retail sale includes display, offer for sale, offer for adoption, barter, auction, give away, or other transfer of or dispose of any cat or dog.

Veterinarian shall mean a veterinarian duly licensed and regulated by the State of Florida in accordance with Chapter 474 of the Florida Statutes.

Wild animal shall mean any non-human primate, raccoon, skunk, fox, poisonous snake, leopard, panther, tiger, lion, lynx or any other animal so classified by the Florida Game and Fresh Water Fish Commission.

Section 3. Chapter 4 of the Code of Ordinances of the City of Plantation, entitled "Animals", is amended to create a new Article III as follows:

Article III.

Retail Sale of Dogs and Cats

Sec. 4-31. Sale or transfer of dogs and/or cats. Except as exempted herein, no pet shop shall engage in the retail sale of dogs or cats in the City on or after the effective date of this Article.

Sec. 4-32. Existing Pet Shops. An existing pet shop may continue to display, offer for sale, offer for adoption, barter, auction, give away, or otherwise transfer its present inventory of cats and dogs as of the effective date of this Article, until September 30, 2014. Existing pet shops shall provide the City with copies of its inventory documentation as of the effective date of this Article. The inventory documentation shall include a photograph of each dog and cat.

Sec. 4-33. Exemptions. This Article shall not apply to:

1. The display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs or cats from the property which they were bred and reared. The use of any property for this purpose shall be appropriately zoned and licensed by the City for such purpose and comply with applicable federal, state, and county laws and regulations;

2. An animal shelter as defined in this Chapter;

3. A animal rescue organization as defined in this Chapter;

4. An animal shelter or animal rescue organization that operates out off or in connection with a pet shop; or

Sec. 4-34. Certificate of Source. A pet shop shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage, or enclosure, a certificate of source with photograph of each dog or cat offered for sale or transfer, and shall provide a copy of such certificate to the purchaser of transferee of any dog or cat sold or transferred. A code enforcement officer or police officer may request to review copies of such certificates and, upon such request, the pet shop operator or any attending employee must present such certificates at that time and without delay. Failure to post and maintain the certificate of source as provided herein is a violation of this section. In addition, failure to provide or the provision of a falsified certificate of source is a violation of this section.

Sec. 4-35. Remedies and Enforcement. The City shall have the following remedies and enforcement powers for violations of this Article. The remedies and enforcement powers established in this Article shall be cumulative and the City may exercise them in any order or combination at any time.

(a) The retail sale of any dog or cat in violation of this Article shall be a separate violation so that a pet shop and/or a pet shop operator shall be subject to being cited for each offending dog or cat.

(b) The City may seek to revoke any issued local business tax receipts issued for the location of the violation.

(c) The City may seek an injunction or other equitable relief in court to stop any violation of this Article.

(d) The City may seek a court order in the nature of mandamus, abatement, injunction, or other action or proceeding to abate or remove a violation.

(e) The city may also seek to enforce violation of this Article in accordance with chapter 6 of this Code (by prosecuting the case in front of the special magistrate) with each day of the violation being a separate offense. If the city, acting through its representative prevails in prosecuting any case, the City shall be entitled to receive all costs incurred in prosecuting the case before the special master. The finding shall be made by announcement at the hearing by the special master. The order shall be announced orally at the hearing and shall be reduced to writing and mailed to the violator and the City. A certified copy of such order may be recorded in the public records of the County.

(f) The City may also choose to prosecute violations in accordance with the procedures set forth in section 4-20 of this Code. However, any person or entity cited for an infraction under this Article, who elects not to contest the citation shall pay a civil penalty in an amount as follows which must be remitted in accordance with subsection 14-20(d) of this Code:

(1) One hundred dollars ($100.00) for the first offense.

(2) Two hundred dollars ($200.00) for the second offense.

(3) Four hundred dollars ($400.00) for the third and any subsequent offense.

Any person cited for an infraction under this Article who elects to contest the citation and is found to have committed the violation, or any person who does not elect to contest the violation but fails to pay the applicable civil penalty in a timely manner as set forth in subsection 14-20(d) of this Code, shall pay a civil penalty in an amount as follows:

(1) Two hundred dollars ($200.00) for the first offense.

(2) Up to five hundred dollars ($500.00) for the second and any subsequent offense.

The city may assess against such persons all costs incurred by the city for transportation, impoundment, confinement, treatment or destruction of the animal.

(g) In addition to the enforcement powers specified in this Article, the City may exercise any and all enforcement powers granted by City Charter, ordinance, or state or federal law.

Section 4. Severability. Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such

decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 5. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of the City of Plantation; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon passage on second reading by the City Council and signature by the Mayor.

PASSED ON FIRST READING by the City Council this ___ day of _____, 2014.

PASSED AND ADOPTED ON SECOND READING by the City Council this ____ day of _____, 2014.

SIGNED by the Mayor this _____ day of _____, 2014.

_____
MAYOR

ATTEST

_____
CITY CLERK

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Ordinance was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2014.

_____
Susan Slattery, City Clerk

[311]9002-11001

"Florida had the highest number of consumers submitting complaints to The HSUS, followed by Ohio and Illinois."

THE HUMANE SOCIETY OF THE UNITED STATES

Puppy Buyer Complaints
A Five Year Summary, 2007-2011

The Humane Society of the United States receives complaints about sick puppies on a daily basis. Over a five-year period (2007-2011), our puppy mills campaign received **2,479** puppy buyer complaints. The complaints came to The HSUS via our website complaint form (www.humanesociety.org/puppycomplaint), by email, and through our puppy mills tip line. Buyers complained about sick puppies sold by a variety of sources, including pet stores, breeders (both in person and online), or middleman dealers (sometimes known as brokers).

Pixie: Purchased from a Texas breeder via the newspaper, she died less than a week after purchase from an unknown illness.

Unsatisfied buyers contact The HSUS for many reasons; some are seeking information about how to pursue their consumer complaint, others seek information about where their pet store puppy really came from, many want the seller investigated or potentially shut down, and others simply want to share their stories as a warning to others.

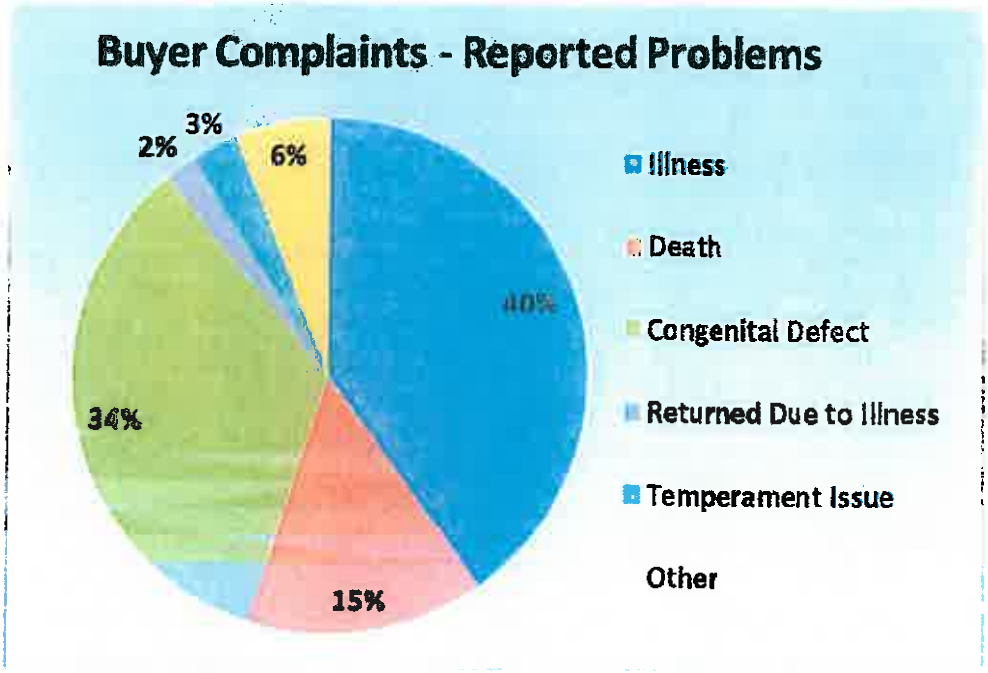
But the complaints received by The HSUS represent only a small fraction of all sick puppy complaints nationwide. Some buyers of sick puppies report their complaints directly to the seller, to local animal control, or to a consumer agency such as their local Better Business Bureau, instead of contacting a national group. Many others do not contact anyone at all. Therefore the 2,479 complaints received by The HSUS represent just a very small sample of all consumer problems with sick puppies.

Staff with The HSUS made an attempt to follow up with each complainant to check on each puppy's well-being and survival, and to offer advice on how to resolve each complaint. Some complainants, for example, were advised of their states' puppy lemon laws or referred to local law enforcement or animal control agencies, if warranted. Some complaints were forwarded to The HSUS's Animal Rescue Team or other departments for potential investigation.

HSUS is just one of many online forums for filing complaints about the purchase of sick pets, since searches on websites like www.ripoffreport.com, www.complaintsboard.com, and www.pissedconsumer.com yield numerous consumer complaints about sick and dying puppies. For this report, however, only complaints reported to The HSUS were counted.

Common Buyer Complaints

Many puppy buyers complained of multiple problems with their puppy, but for statistical purposes, each complaint was categorized according to the buyer's primary concern only. Of the **2,479** complaints received from puppy buyers, the numbers of reported health and other problems suffered by the dogs are were follows:



1,032 Illness: 40% of the sick puppies did not have an illness that led to a known premature death, but the dog(s) purchased were reportedly ill or became ill with a condition that was most likely present at purchase.

The most common illnesses reported in puppy mill puppies were:

- Intestinal parasites such as worms, giardia, and coccidia
- Respiratory issues such as bronchial infections and pneumonia
- Infectious diseases which can be deadly to puppies, such as parvovirus and canine distemper
- Ear issues such as infections and mites
- Skin disorders such as mange
- Urinary infections and bladder issues
- Hypoglycemia (low blood sugar)

840 Congenital defects: 34% of the complaints involved defects where the dog did not immediately fall ill with an infectious disease but suffers from a significant congenital or inherited condition. These dogs are not included in the "Illnesses" figure above because in many cases the condition was not

examiner

Chicago bans pet stores from selling pets from puppy and kitten mills

Photo by Nicky Loh/Getty Images

Eve-Angeline Mitchell
Arlington Heights Cats Examiner
| Follow:

March 6, 2014

On March 4, 2014, in a huge victory for animal rights, Chicago's city council voted 49-1 to ban the sale of pets that come from mills in Chicago pet stores. **According to a March 5 article on NBC Chicago**, Chicago will now be "a national leader in humane laws for pets."

NBC Chicago quoted Susan Mendoza, city clerk of Chicago, as saying, "It cuts off a pipeline of the animals coming from the horrendous puppy mill industry and instead moves us towards a retail pet sales model that focuses on adopting out the many, many homeless animals in need of loving homes in this city."

The Puppy Mill Project is an animal rights non-profit that has been working in Chicagoland to convince pet stores to stop selling pets from puppy and kitten mills. Their previous successes were at pet stores in Naperville, Evanston, and the city of Chicago. The Project's president and founder, Cari Meyers, was also instrumental in getting Illinois to pass the Pet Store Disclosure Act in 2010. The Pet Store Disclosure Act gives owners a full refund of their purchase fee if the pet dies within 3 weeks of purchase.

Puppy and kitten mills usually sell their babies to pet stores before they're old enough for all of their vaccinations. That makes them more susceptible to contagious illnesses such as

distemper and feline leukemia. These kittens and puppies are so young they're also more sensitive to stress, and can get sick just from that. **The Humane Society reports** that Illinois consumers complained many, many times about buying a sick kitten or puppy, only to find out after the fact that their new fur-friend came from a mill.

According to Meyers, at least 70% of the population doesn't even know what these mills are. That means most of the population doesn't know how inhumane puppy and kitten mills are. Part of The Puppy Mill Project's goal is education and outreach, so more people know just how awful these mills are.

The "Arizona Daily Star" reported on March 4 that Tucson is working on a similar proposal. If it passes the city council, it will prohibit all pet stores within the city limits from buying their pets from mills. Instead, they'll have to partner with local shelters and rescues, and provide adoptions instead of sales.

Phoenix has also passed such an ordinance, and according to the "Daily Star," more than 40 other cities and towns around the country have passed similar ordinances. They are all part of a growing movement to not only end the needless suffering of the animals from these mills, but also to help ease the burden on shelters. That could mean fewer pets get euthanized each year.

The Chicago ordinance will ban the sale of any type of animal from a mill. These mills churn out more than puppies and kittens, **according to the Humane Society**. Ferrets, rabbits, hamsters, guinea pigs and even birds are often churned out from these mills in the same horrible conditions. The breeding animals are put down or discarded when they're either too sick or too old to breed anymore. The babies are raised in tiny, often dirty and barren, cages, alongside crowds of other animals. Some of them are sold to pet stores, some become breeding animals themselves, and some are destroyed or discarded along with the old and sick.

The lone vote against Chicago's new ordinance came from Alderman Brendan Reilly, who supports the measure but thinks it needs to be a statewide law. He's worried that the ban will simply push the mills to work harder with pet stores in the suburbs and not solve the problem. He's right, but Chicago's ordinance is a huge step in the right direction. The suburbs, with groups like the Puppy Mill Project working on them, may soon follow suit.

Publication: Sun Sentinel (Broward); Date: Mar 12, 2014; Section: Local; Page: B1

Sunrise moves against puppy mills

By Susannah Bryan Staff writer

Sunrise may jump on the anti-puppy-mill bandwagon and become the sixth city in Broward County to embrace a law that aims to protect customers from buying sick dogs.

"These are farms where hundreds of animals are raised in conditions where they may have illnesses that are latent or unseen," Sunrise Mayor Mike Ryan said Tuesday while pitching the plan to commissioners.

Sunrise commissioners did not vote on the proposal, but directed staff to draft an ordinance that will restrict pet stores to selling animals from shelters, rescue groups, humane societies and hobby breeders.

Cities across the nation, from Los Angeles to Chicago and Phoenix, have passed similar laws.

Thetrendisgainingmomentumin South Florida, with cities like Hallandale Beach, Margate, Parkland, Coconut Creek, Wilton Manors, Wellington and Lake Worth following suit.

Davie leaders are poised to take a final vote on a similar law April16.

Michele Lazarow, a Hallandale Beach commissioner behind the effort, praised Sunrise for stepping up.

"Sunrise is taking a stand by protecting their residents and protecting animals," she said. "This is the lead for all other cities to follow. The only ones who don't support this ordinance are those who profit from the industry."

Lazarow bought a sick puppy 10 years ago from Puppy Palace in Hollywood.

"Ten years later, the store is still open and continues to sell sick puppies to the public," she said. "The puppy mill industry peddles sick puppies to unsuspecting consumers. Good luck suing and good luck trying to get your money back."

Sunrise has one puppy store.

Lazarow urged Sunrise officials to move quickly, before more can open.

"Florida has more puppy stores than anywhere in the country," she said. "And we have more sick puppy complaints than anywhere in the country."

Commissioner Neil Kerch thanked Lazarow for championing the cause.

"As cities pass these new laws, stores might start [coming here]," he said. "It might be something we want to put on the front burner rather than the back burner." sbryan@tribune.com or 954-356-4554

No pups for sale? Cities ban pet shops

By Rebecca Dube msnbc.com contributor
5/27/2010 8:27:16 AM ET

NBCNews.com

Buying an adorable puppy or kitten at your local pet store may become a thing of the past, if more American cities join a small but growing movement to ban retail pet sales.

West Hollywood, Calif., became the latest city to put a leash on pet sales in February, when its city council unanimously approved an ordinance prohibiting sales of dogs and cats in retail stores. Albuquerque, N.M., and South Lake Tahoe, Calif., have also banned pet sales. Other cities in Florida, New Mexico, Missouri and elsewhere are considering similar bans on the sale of dogs and cats.

Animal advocates say pet store sales fuel the puppy mill industry, where dogs are bred and raised in cramped, unhealthy and inhumane conditions. They have similar concerns about "kitten factories," which are a smaller but growing problem. Efforts to crack down on animal mills have been hindered by limited enforcement resources, so ban proponents are shifting their focus from the supply side to the demand. Far better, they say, to adopt from a local shelter or buy directly from a reputable breeder.

"People have got to wake up to the fact that [most] dogs coming from pet stores are coming from puppy mills," said Mary Jo Dazey, a stay-at-home mom from St. Louis, Mo., who has been working to shut down puppy mills in her state for several years.

There are no official statistics on how many pet-store dogs come from puppy mills. Between 2 million and 4 million dogs are born in U.S. puppy mills every year, according to the Humane Society of the United States, and many of those dogs do end up in pet stores — in addition to being sold over the internet, through newspaper classifieds and in other venues.

"Every time we do a pet store investigation [after a complaint], we find that puppy mills are the suppliers," said Stephanie Shain, senior director of the Humane Society of the United States' puppy mills campaign.

Shain said she believes that if animal-lovers became better educated, they wouldn't want to buy from pet stores that may be supplied by puppy mills.

Public sentiment does, in fact, seem to be veering away from pet store animals. A recent poll by the Associated Press-Petside.com found that more than half of those surveyed planned to get their next cat or dog from a shelter, seven times the number who said they'd buy from a pet store. And four in 10 said they thought store pets could have hidden physical or psychological problems due to overbreeding or other issues.

A 'guilt-free shopping experience'

Of course, in cities with bans in places, even if people want to buy from a pet store, they can't. The West Hollywood pet sale ban got a lot of attention, but it was more symbolic than anything else since no pet stores there were actually selling animals when it went into effect. South Lake Tahoe's ban passed in 2009, but doesn't take effect until 2011.

To see what really happens when a city bans pet sales, you have to go to Albuquerque, N.M. The Southwestern city banned sales of "companion animals," including cats and dogs, in 2006, and has seen a marked, positive effect, said Peggy Weigle, executive director of Animal Humane New Mexico.

Since the ban started, animal adoptions have increased 23 percent and euthanasia at city shelters has decreased by 35 percent.

"By stopping these pet shops," Weigle said, "what you're really doing is you're reducing the demand for puppy-mill puppies."

At the same time, Weigle said, her private animal shelter has stepped in to fill the place of pet stores for people who want pets but don't necessarily want to brave the city shelter. In February, Animal Humane New Mexico opened a boutique-style adoption center with just a few hand-picked animals — mostly puppies, many of them pure-bred dogs that were abandoned or rescued by the shelter — so that people could "shop" for shelter dogs in a pleasant, retail-like environment.

Her goal was to adopt out 45 animals in the first month; instead, they placed 118 animals in new homes. Adoptions have been so plentiful, Weigle said, that her organization is preparing to open a second adoption boutique. Weigle said she recently had a young purebred Yorkshire Terrier available for adoption for just $135, the standard adoption fee.

"Many people will say, 'Oh, I just can't go to the shelter, it's just too sad,'" Weigle said. "But if you make a guilt-free shopping experience available, and they don't have to be confronted with 100 homeless pets staring them in the face, the shopping experience is very parallel to a pet store. If you give the public a choice to shop in that kind of an environment, they will."

Focus on breeders instead?

While Albuquerque animal advocates tout their success as a model for other cities, pet store owners argue that it's not fair to take away their livelihood because of a few bad apples. They say puppy-mill and kitten-factory foes should focus instead on cracking down on breeders who are breaking the law.

"The fact of the matter is that puppies sold by pet stores frequently come from highly reputable breeders who provide healthy loving pets to the public," said Michael Maddox, vice president of government affairs and general counsel for the Pet Industry Joint Advisory Council, an industry group based in Washington, D.C. "Notwithstanding isolated anecdotal stories that misrepresent pet store puppies, the vast majority of customers who bring home their canine companion from a pet store are supremely satisfied with the experience."

Dana Derraugh, owner of Le Petit Puppy in New York City, says she hates puppy mills as much as any animal lover. She specializes in small breeds suited to city life, and sells about five dogs a week from her upscale shop in Greenwich Village.

"When you go to a shelter, you don't know what you're going to get. A lot of them have emotional baggage. You're taking a risk," Derraugh said. Her clean, homey store, decorated with photos of

celebrity clients like Sarah Jessica Parker, sells Pomeranians for $699, Chihuahuas for $799, and something she calls a "Chiweenie" — a Chihuahua-Daschund cross — for $950.

She gives her cell phone number to clients, so they can call anytime with questions or worries about their new puppies. "I feel like my mission is not just to sell the dog, but to hold your hand," Derraugh said.

She said she buys only from reputable breeders, though she declined to name them or say where they are located. Derraugh said eliminating pet store sales would hurt consumers by reducing competition: "The prices will go way up, there will be less puppies."

Laura Ellis, who bred collies on her farm in Vermont for 30 years before moving to New York City, said Derraugh is an example of a dog store owner who gets it right. She bought her Papillion, Penny, from Le Petit Puppy in October after researching every conceivable option.

While she understands why some people might want to rescue a dog from a shelter, that wasn't what she was looking for, and she makes no apologies for it.

"I don't want other people's problems. I just wanted to start fresh," Ellis said.

"The main thing is, [Le Petit's] puppies are happy. They're high quality, well run, humane. I don't see what there is to complain about," Ellis said. "It's a pretty good life for a puppy."

Rebecca Dube blogs about pets at http://paws.ly.

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Jurisdictions with retail pet sale bans

bestfriends.org/Resources/No-Kill-Resources/Puppy-mill-initiatives/Fighting-Puppy-Mills/Jurisdictions-with-retail-pet-sale-bans/

Albuquerque, New Mexico	Passed June 2006; effective August 2007	Click here to read the full language
South Lake Tahoe, California	Passed April 2009; effective May 2011	Click here to read the full language
West Hollywood, California	Passed February 2010; effective March 2010	Click here to read the full language
Hermosa Beach, California	Passed March 2010; effective April 2010	Click here to read the full language
El Paso, Texas	Passed October 2010; effective January 2011	Click here to read the full language
Richmond, British Columbia	Passed November 2010; effective April 2011	Click here to read the full language* *Bylaw 7538, Amendment 8663
Austin, Texas	Passed December 2010; effective immediately	Click here to read the full language
Lake Worth, Florida	Passed February 2011; effective immediately	Click here to read the full language Chapter 6, Section 6-8
Fountain, Colorado	Passed May 2011; effective immediately	Click here to read the full language Ordinance 1535, adds Sec. 6.04.100
Flagler Beach, Florida	Applies to all animals. prohibits sales and breeding	Click here to read the full language Chapter 5, Sec. 5-17-f
Coral Gables, Florida	Applies to dogs only	Click here to read the full language Chapter 10, Article 11, Sec. 10-33
Lauderdale Lakes, Florida	Applies to dogs only	Click here to read the full language Chapter 10, Article II, Div. 1, Sec. 10-36
Opa-Locka, Florida	Applies to dogs only	Click here to read the full language Chapter 5, Article 2, Division 2, Sec. 5-35
North Bay Village, Florida	Applies to dogs only	Click here to read the full language Chapter 91, Sec. 91-11
Glendale, California	Passed August 2011; effective August 2012	Click here to read the full language
Toronto, Ontario (Canada)	Passed September 2011; effective September 2012	Click here to read the full language
Irvine, California	Passed October 2011; effective immediately. One store grandfathered in for 1 year	Click here to read the full language Sec. 4-5-1111
Rosemont-La Petite Patrie, Canada	Passed December 2011; effective immediately	Click here to read the full language
Dana Point, California	Passed January 2012; effective March 2012	Click here to read the full language Title 10, Chapter 10.10.140
Chula Vista, California	Passed March 2012; effective April 2012	Click here to read the full language Title 6, Sec. 6.08.108

Hallandale Beach, Florida	Passed April 2012; effective immediately	Click here to read the full language
Laguna Beach, California	Passed May 2012; effective immediately	Click here to read the full language Title 6, Chapter 6.12.160
Point Pleasant, New Jersey	Passed May 2012; effective immediately	Click here to read the full language
Aliso Viejo, California	Passed May 2012; effective immediately	Click here to read the full language Title 6, Chapter 6.02.120
Huntington Beach, California	Passed June 2012; effective immediately	Click here to read the full language Chapter 7.12.180
Mississauga, Canada	Passed July 2012; effective January 2013	Click here to read the full language Section 2.1.Q
Brick, New Jersey	Passed July 2012; effective immediately	Click here to read the full language
Manasquan, New Jersey	Passed September 2012; effective immediately	Click here to read the full language
Los Angeles, California	Passed October 2012; effective June 2013	Click here to read the full language
Point Pleasant Beach, New Jersey	Passed October 2012; effective immediately	Click here to read the full language
New Westminster, Canada	Passed November 2012; effective immediately	Click here to read the full language
Burbank, California	Passed February 2013; effective August 2013	Click here to read the full language
Hoboken, New Jersey	Passed May 2013; effective immediately	Click here to read the full language
San Diego, California	Passed July 2013; effective August 2013	Click here to read the full language
Kingston, Ontario	Passed August 2013; effective November 2013	Click here to read the full language
Oceanport, New Jersey	Passed August 2013; effective immediately	Click here to read the full language
Margate, Florida	Passed October 2013; effective immediately	Click here to read the full language
Pinecrest, Florida	Passed October 2013; effective immediately	Click here to read the full language
North Brunswick, New Jersey	Enacted October 2013; effective November 2013	Click here to read the full language (dog ordinance) Click here to read the full language (cat ordinance)
Palmetto Bay, Florida	Passed December 2013; effective immediately	Click here to read the full language
Ventura County, California (unincorporated areas)	Passed December 2013; effective December 2014	Click here to read the full language Section 4428
Toledo, Ohio	Passed December 2013; effective January 2014	Click here to read the full language

Publication: Sun Sentinel (Broward); Date: Feb 19, 2014; Section: Local; Page: B3

Davie tackles pet mills

Proposal takes aim at shops that buy from 'puppy mills'

By Susannah Bryan Staff writer

Davie is on the verge of banning pet shops from selling animals bred in puppy mills and kitten factories, with town leaders expected to vote on the new rules Wednesday.

Other South Florida cities — Hallandale Beach, Margate, Coconut Creek, Lake Worth and Wellington — have also passed bans on the sale of pets bred in crowded mills.

Like other cities, Davie would require stores to post documents near pet cages listing the name and address of each breeder.

Mayor Judy Paul says the town is trying to look out for animals as well as consumers.

"Somebody has to speak for the animals that can't," Paul said. "We're not trying to put anyone out of business. Pet stores can still sell the pets. They just have to be cautious about who they are buying them from."

Michele Lazarow, an animal rights advocate and Hallandale Beach commissioner, has been leading the effort to encourage cities throughout South Florida to ban the sale of pets from mass breeders.

The idea is to limit pet stores to selling animals from shelters, humane societies and registered rescue groups — not puppy mills that churn out sick animals, Lazarow said.

"We're not asking anyone to close their stores; we're encouraging them to work with rescue," Lazarow said.

Animal shelters, rescue groups, private breeders and pet stores that sell dogs and cats bred in Davie on land zoned for that purpose would be exempt from the new rules.

Don Anthony, spokesman for the Animal Rights Foundation of Florida, applauded Davie.

"We all know the horrors of puppy mills," Anthony said. "The animals are kept in cages until they can't breed anymore and then they're killed. We're trying to keep people from going through the sorrow and expense of having to pay thousands of dollars to try to save their pet."

Town Attorney John Rayson says Davie's ordinance protects consumers by forbidding pet shops from selling animals that are sick or injured.

"We're saying the animal can't be sick or unhealthy," Rayson said. "And if it is, you have to get it to a vet and it can't be sold."

Paul said she's heard countless stories of people buying sick puppies from pet stores.

"That's what happens when certain breeders are not conscientious," she said. "We're also trying to stop impulse buying. If you want to buy a pet, you should try the pound first."

Under Davie's proposal, businesses would have 30 days to conform to the new rules.

Pet stores caught violating the restrictions would face fines of $250 per day, with penalties increasing to $500 per day for repeat violations, Rayson said.

A pet shop that falsifies a certificate of source document could face fines of $2,500 per violation.
sbryan@tribune.com

EXHIBIT "1"

STATE OF FLORIDA "PET LEMON LAW"

FLORIDA STATUTE SECTION 828.29

828.29 Dogs and cats transported or offered for sale; health requirements; consumer guarantee.—

(1)(a) For each dog transported into the state for sale, the tests, vaccines, and anthelmintics required by this section must be administered by or under the direction of a veterinarian, licensed by the state of origin and accredited by the United States Department of Agriculture, who issues the official certificate of veterinary inspection. The tests, vaccines, and anthelmintics must be administered no more than 30 days and no less than 14 days before the dog's entry into the state. The official certificate of veterinary inspection certifying compliance with this section must accompany each dog transported into the state for sale.

(b) For each dog offered for sale within the state, the tests, vaccines, and anthelmintics required by this section must be administered by or under the direction of a veterinarian, licensed by the state and accredited by the United States Department of Agriculture, who issues the official certificate of veterinary inspection. The tests, vaccines, and anthelmintics must be administered before the dog is offered for sale in the state, unless the licensed, accredited veterinarian certifies on the official certificate of veterinary inspection that to inoculate or deworm the dog is not in the best medical interest of the dog, in which case the vaccine or anthelmintic may not be administered to that particular dog. Each dog must receive vaccines and anthelmintics against the following diseases and internal parasites:

1. Canine distemper.
2. Leptospirosis.
3. Bordetella (by intranasal inoculation or by an alternative method of administration if deemed necessary by the attending veterinarian and noted on the health certificate, which must be administered in this state once before sale).
4. Parainfluenza.
5. Hepatitis.
6. Canine parvo.
7. Rabies, provided the dog is over 3 months of age and the inoculation is administered by a licensed veterinarian.
8. Roundworms.
9. Hookworms.

If the dog is under 4 months of age, the tests, vaccines, and anthelmintics required by this section must be administered no more than 21 days before sale within the state. If the dog is 4 months of age or older, the tests, vaccines, and anthelmintics required by this section must be administered at or after 3 months of age, but no more than 1 year before sale within the state.

(2)(a) For each cat transported into the state for sale, the tests, vaccines, and anthelmintics required by this section must be administered by or under the direction of a veterinarian, licensed by the state of origin and accredited by the United States Department of Agriculture, who issues the official certificate of veterinary inspection. The tests, vaccines, and anthelmintics must be administered no more than 30 days and no less than 14 days before the cat's entry into the state.

The official certificate of veterinary inspection certifying compliance with this section must accompany each cat transported into the state for sale.

(b) For each cat offered for sale within the state, the tests, vaccines, and anthelmintics required by this section must be administered by or under the direction of a veterinarian, licensed by the state and accredited by the United States Department of Agriculture, who issues the official certificate of veterinary inspection. The tests, vaccines, and anthelmintics must be administered before the cat is offered for sale in the state, unless the licensed, accredited veterinarian certifies on the official certificate of veterinary inspection that to inoculate or deworm the cat is not in the best medical interest of the cat, in which case the vaccine or anthelmintic may not be administered to that particular cat. Each cat must receive vaccines and anthelmintics against the following diseases and internal parasites:

1. Panleukopenia.
2. Feline viral rhinotracheitis.
3. Calici virus.
4. Rabies, if the cat is over 3 months of age and the inoculation is administered by a licensed veterinarian.
5. Hookworms.
6. Roundworms.

If the cat is under 4 months of age, the tests, vaccines, and anthelmintics required by this section must be administered no more than 21 days before sale within the state. If the cat is 4 months of age or older, the tests, vaccines, and anthelmintics required by this section must be administered at or after 3 months of age, but no more than 1 year before sale within the state.

(3)(a) Each dog or cat subject to subsection (1) or subsection (2) must be accompanied by a current official certificate of veterinary inspection at all times while being offered for sale within the state. The examining veterinarian must retain one copy of the official certificate of veterinary inspection on file for at least 1 year after the date of examination. At the time of sale of the animal, one copy of the official certificate of veterinary inspection must be given to the buyer. The seller must retain one copy of the official certificate of veterinary inspection on record for at least 1 year after the date of sale.

(b) The term "official certificate of veterinary inspection" means a legible certificate of veterinary inspection signed by the examining veterinarian licensed by the state of origin and accredited by the United States Department of Agriculture, that shows the age, sex, breed, color, and health record of the dog or cat, the printed or typed names and addresses of the person or business from whom the animal was obtained, the consignor or seller, the consignee or purchaser, and the examining veterinarian, and the veterinarian's license number. The official certificate of veterinary inspection must list all vaccines and deworming medications administered to the dog or cat, including the manufacturer, vaccine, type, lot number, expiration date, and the dates of administration thereof, and must state that the examining veterinarian warrants that, to the best of his or her knowledge, the animal has no sign of contagious or infectious diseases and has no evidence of internal or external parasites, including coccidiosis and ear mites, but excluding fleas and ticks. The Department of Agriculture and Consumer Services shall supply the official intrastate certificate of veterinary inspection required by this section at cost.

(c) The examination of each dog and cat by a veterinarian must take place no more than 30 days before the sale within the state. The examination must include, but not be limited to, a fecal

test to determine if the dog or cat is free of internal parasites, including hookworms, roundworms, tapeworms, and whipworms. If the examination warrants, the dog or cat must be treated with a specific anthelmintic. In the absence of a definitive parasitic diagnosis, each dog or cat must be given a broad spectrum anthelmintic. Each dog over 6 months of age must also be tested for heartworms. Each cat must also be tested for feline leukemia before being offered for sale in the state. All of these tests must be performed by or under the supervision of a licensed veterinarian, and the results of the tests must be listed on the official certificate of veterinary inspection.

(d) All dogs and cats offered for sale and copies of certificates held by the seller and veterinarian are subject to inspection by any agent of the Department of Agriculture and Consumer Services, any agent of the United States Department of Agriculture, any law enforcement officer, or any agent appointed under s. 828.03.

(4) A person may not transport into the state for sale or offer for sale within the state any dog or cat that is less than 8 weeks of age.

(5) If, within 14 days following the sale by a pet dealer of an animal subject to this section, a licensed veterinarian of the consumer's choosing certifies that, at the time of the sale, the animal was unfit for purchase due to illness or disease, the presence of symptoms of a contagious or infectious disease, or the presence of internal or external parasites, excluding fleas and ticks; or if, within 1 year following the sale of an animal subject to this section, a licensed veterinarian of the consumer's choosing certifies such animal to be unfit for purchase due to a congenital or hereditary disorder which adversely affects the health of the animal; or if, within 1 year following the sale of an animal subject to this section, the breed, sex, or health of such animal is found to have been misrepresented to the consumer, the pet dealer shall afford the consumer the right to choose one of the following options:

(a) The right to return the animal and receive a refund of the purchase price, including the sales tax, and reimbursement for reasonable veterinary costs directly related to the veterinarian's examination and certification that the dog or cat is unfit for purchase pursuant to this section and directly related to necessary emergency services and treatment undertaken to relieve suffering;

(b) The right to return the animal and receive an exchange dog or cat of the consumer's choice of equivalent value, and reimbursement for reasonable veterinary costs directly related to the veterinarian's examination and certification that the dog or cat is unfit for purchase pursuant to this section and directly related to necessary emergency services and treatment undertaken to relieve suffering; or

(c) The right to retain the animal and receive reimbursement for reasonable veterinary costs for necessary services and treatment related to the attempt to cure or curing of the dog or cat.

Reimbursement for veterinary costs may not exceed the purchase price of the animal. The cost of veterinary services is reasonable if comparable to the cost of similar services rendered by other licensed veterinarians in proximity to the treating veterinarian and the services rendered are appropriate for the certification by the veterinarian.

(6) A consumer may sign a waiver relinquishing his or her right to return the dog or cat for congenital or hereditary disorders. In the case of such waiver, the consumer has 48 normal business hours, excluding weekends and holidays, in which to have the animal examined by a licensed veterinarian of the consumer's choosing. If the veterinarian certifies that, at the time of sale, the dog or cat was unfit for purchase due to a congenital or hereditary disorder, the pet dealer must afford the consumer the right to choose one of the following options:

(a) The right to return the animal and receive a refund of the purchase price, including sales tax, but excluding the veterinary costs related to the certification that the dog or cat is unfit; or
(b) The right to return the animal and receive an exchange dog or cat of the consumer's choice of equivalent value, but not a refund of the veterinary costs related to the certification that the dog or cat is unfit.
(7) A pet dealer may specifically state at the time of sale, in writing to the consumer, the presence of specific congenital or hereditary disorders, in which case the consumer has no right to any refund or exchange for those disorders.
(8) The refund or exchange required by subsection (5) or subsection (6) shall be made by the pet dealer not later than 10 business days following receipt of a signed veterinary certification as required in subsection (5) or subsection (6). The consumer must notify the pet dealer within 2 business days after the veterinarian's determination that the animal is unfit. The written certification of unfitness must be presented to the pet dealer not later than 3 business days following receipt thereof by the consumer.
(9) An animal may not be determined unfit for sale on account of an injury sustained or illness contracted after the consumer takes possession of the animal. A veterinary finding of intestinal or external parasites is not grounds for declaring a dog or cat unfit for sale unless the animal is clinically ill because of that condition.
(10) If a pet dealer wishes to contest a demand for veterinary expenses, refund, or exchange made by a consumer under this section, the dealer may require the consumer to produce the animal for examination by a licensed veterinarian designated by the dealer. Upon such examination, if the consumer and the dealer are unable to reach an agreement that constitutes one of the options set forth in subsection (5) or subsection (6) within 10 business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain reimbursement of veterinary expenses, refund, or exchange.
(11) This section does not in any way limit the rights or remedies that are otherwise available to a consumer under any other law.
(12) Every pet dealer who sells an animal to a consumer must provide the consumer at the time of sale with a written notice, printed or typed, which reads as follows:

It is the consumer's right, pursuant to section 828.29, Florida Statutes, to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida-licensed veterinarian who certifies that, to the best of the veterinarian's knowledge, the animal was found to have been healthy at the time of the veterinary examination. In the event that the consumer purchases the animal and finds it to have been unfit for purchase as provided in section 828.29(5), Florida Statutes, the consumer must notify the pet dealer within 2 business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian.

(13) For the purposes of subsections (5)-(12) and (16), the term "pet dealer" means any person, firm, partnership, corporation, or other association which, in the ordinary course of business, engages in the sale of more than two litters, or 20 dogs or cats, per year, whichever is greater, to

(a) The right to return the animal and receive a refund of the purchase price, including sales tax, but excluding the veterinary costs related to the certification that the dog or cat is unfit; or
(b) The right to return the animal and receive an exchange dog or cat of the consumer's choice of equivalent value, but not a refund of the veterinary costs related to the certification that the dog or cat is unfit.
(7) A pet dealer may specifically state at the time of sale, in writing to the consumer, the presence of specific congenital or hereditary disorders, in which case the consumer has no right to any refund or exchange for those disorders.
(8) The refund or exchange required by subsection (5) or subsection (6) shall be made by the pet dealer not later than 10 business days following receipt of a signed veterinary certification as required in subsection (5) or subsection (6). The consumer must notify the pet dealer within 2 business days after the veterinarian's determination that the animal is unfit. The written certification of unfitness must be presented to the pet dealer not later than 3 business days following receipt thereof by the consumer.
(9) An animal may not be determined unfit for sale on account of an injury sustained or illness contracted after the consumer takes possession of the animal. A veterinary finding of intestinal or external parasites is not grounds for declaring a dog or cat unfit for sale unless the animal is clinically ill because of that condition.
(10) If a pet dealer wishes to contest a demand for veterinary expenses, refund, or exchange made by a consumer under this section, the dealer may require the consumer to produce the animal for examination by a licensed veterinarian designated by the dealer. Upon such examination, if the consumer and the dealer are unable to reach an agreement that constitutes one of the options set forth in subsection (5) or subsection (6) within 10 business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain reimbursement of veterinary expenses, refund, or exchange.
(11) This section does not in any way limit the rights or remedies that are otherwise available to a consumer under any other law.
(12) Every pet dealer who sells an animal to a consumer must provide the consumer at the time of sale with a written notice, printed or typed, which reads as follows:

It is the consumer's right, pursuant to section 828.29, Florida Statutes, to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida-licensed veterinarian who certifies that, to the best of the veterinarian's knowledge, the animal was found to have been healthy at the time of the veterinary examination. In the event that the consumer purchases the animal and finds it to have been unfit for purchase as provided in section 828.29(5), Florida Statutes, the consumer must notify the pet dealer within 2 business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian.

(13) For the purposes of subsections (5)-(12) and (16), the term "pet dealer" means any person, firm, partnership, corporation, or other association which, in the ordinary course of business, engages in the sale of more than two litters, or 20 dogs or cats, per year, whichever is greater, to

the public. This definition includes breeders of animals who sell such animals directly to a consumer.

(14) The state attorney may bring an action to enjoin any violator of this section or s. 828.12 or s. 828.13 from being a pet dealer.

(15) County-operated or city-operated animal control agencies and registered nonprofit humane organizations are exempt from this section.

(16) A pet dealer may not knowingly misrepresent the breed, sex, or health of any dog or cat offered for sale within the state.

(17) Except as otherwise provided in this chapter, a person who violates any provision of this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

Puppy Mill Information

[Retrieved from internet website @ http://www.awarenessday.org/national/pm_info.html]

A puppy mill is the equivalent of a factory farm for dogs. The crop, in high demand by the American public, is puppies. Another term for a puppy mill is "commercial breeder;" as the name implies, puppy mill breeders have a commercial interest in puppies—selling them is how they make a living or greatly supplement their income. The problem is, to make a profit, commercial breeders must cut corners. Dogs are kept in cages all the time, with the minimum legal space allowed (six inches larger than the dog on all sides), females are bred as often as possible, and when they are no longer able to "produce," they are discarded. It is no life for man's best friend.

Though Cruel and inhumane, puppy mills are legal and often licensed puppy mills have been regulated by the federal government since the 1960's. Breeders who sell puppies to pet stores must hold a USDA dealer license, and many states also require breeders to obtain a license to have a dog breeding kennel. However, the standards they must adhere to are little more than requiring food, water and shelter. It is perfectly legal for licensed breeders to:

Own several hundred, even over one thousand dogs

Keep all dogs in cages for years at a time

Breed dogs as often as possible, and to churn out as many puppies as possible

The standards set forth by the government are not meant to ensure a good life for dogs; they are meant to impose the only bare minimum of care requirements. Furthermore, there are only a few inspectors in each state for hundreds—sometimes thousands of licensed kennels.

How can you tell the difference between a puppy mill and a "good breeder"?
In order to make money, a puppy mill operates differently than a responsible, humane breeder. The list below describes characteristics that indicate a breeder is operating as a commercial enterprise, or puppy mill instead of breeding as a hobby:

The breeder has several breeds of dogs for sale at the same time.

The breeder offers to ship dogs to new owners, without meeting you first.

The breeder will not allow customers to view their property or kennel.

The breeder does not require an application or references from people buying a puppy.

The breeder does not ask buyers to return the dog or contact them if at any point in the dog's life if the owners cannot keep the dog.

The breeder has a very large kennel. Owning fifty to several hundred dogs is typical.

The breeder breeds females every time they come into heat.

The breeder is USDA-licensed so they can sell puppies to pet stores. A USDA license is a red flag that a breeder is in the business to make money.

The breeder does not screen his or her dogs for genetic defects

Puppy Mill Statistics:

4-5 million animals die in shelters every year (roughly 11,000 every day.)

20% of animals in shelters are purebred.

It's estimated that 4 million dogs are bred in puppy mills every year.

There are nearly 6,000 USDA-licensed commercial kennels in the U.S. (and untold numbers of unlicensed.)

How can I be sure my next puppy isn't from a puppy mill?
Puppy mills sell several million puppies every year. Another way to say this is that millions of people are buying dogs from puppy mills each year, and none of them had any idea. Puppy mill owners count on people falling in love with their puppies, either in the pet store or through adorable photos on the Internet. Here's how you can be sure not to support this cruel industry:

Websites:

Puppy mill breeders have great-looking websites all over the Internet to sell puppies direct to the public. Beware of any site that sells dogs, especially if they offer to ship puppies to you. No matter how convincing the site is, the reality could be tens or hundreds of dogs warehoused for breeding. They will even say they are not puppy mills right on the site, but you can't be sure unless you see for yourself. Never, ever buy a puppy online.

Pet Stores:
Stores sell puppies as though they are merchandise, or products. The system is the same as any other product in a store: puppies are raised with low-cost production methods, sold to a broker or "middle man," and delivered to retail stores to be bought by the end customer. The puppy's breeder sometimes makes as little as $75 per puppy, while the end customer often pays well over $1,000 in a retail pet store.

Classified Ads:
For decades, the newspaper classifieds have been the first places that puppy buyers look for a new pet. Commercial breeders tap into this market easily by placing ads. Beware of any ad that lists several breeds for sale, and if the breeder offers to meet you anywhere other than where the place where the dogs and puppies are raised.

Alternatives:
If you are determined to buy a puppy, with millions of animals, including purebred dogs and puppies, entering shelters every year, we believe anyone can find their perfect rescued puppy or dog if they simply take the time to look and research rescue groups and shelters—and it's a sure way to not support inhumane breeding facilities or puppy mills.

LAB PUPS/AKC—Yellow, microchip, lups/eyes guar., 30 yr. ch, Eng. bldln., $600-$700. 240-217-6479

LAB PUPS—Vet checked, 4 Fs, 1 M, black, one white, 8 wks, old, $250 nego. 301-568-4178

Labradoodles—F1, m/f, vet checked LAAreg ckc reg, desexed fam.raised champ sire Cherry Cr. Farms 276 728 0787 /KLargen@gmail.com after 6 PM $1500

MINIATURE PINSCHER —2 AKC reg Females, tan (Dilute Red) both parents small, ready to go shots & wormed, vet ck. 301-738-3545

PRESA CANARIO PUPS — Both parents on premises, $800. 301-437-6825 or 240-305-9624

PUG PUPPIES-ADORABLE!—Shots/wormed, ready now! Purebred [illegible]

puppies—www.petpuppydog.com Phone 703-989-7513

Rottweiler—AKC, huge, healthy pups, hip and health guarantee. www.bigrotts.com (703)867-1881

Shiha Inu puppy—purebread, beautiful 3 month, very healthy, playful, brown and white $500 571-237-7059

There are thousands of wonderful pets available for adoption on websites, and it is easy to search for particular breeds or ages of pets. There are websites just for shelters and rescue groups to showcase their available animals. A few good sites are:
www.petfinder.com , www.1-800-save-a-pet.com , www.pets911.com You can also find a dog by contacting a local breed rescue organization by searching www.google.com. Enter a city or state, the breed you are looking for, and the word "rescue." Every pet adopted is a life saved.

Exhibit E
Agenda backup materials for May 5, 2014 meeting

Mayor

MEMORANDUM

TO: MAYOR BENDEKOVIC AND MEMBERS OF CITY COUNCIL

FROM: QUENTIN E. MORGAN, ASSISTANT CITY ATTORNEY

RE: PET SHOP ORDINANCE - 2nd Reading

DATE: May 5, 2014

This item is sponsored by the Administration.

First Reading of this proposed Ordinance was held on April 19. During the meeting, questions were raised as to the viability of the ordinance under a variety of legal and equitable principles. We have reviewed the issues raised and have made revisions that will provide ample alternatives for pet shops to engage in the lawful retail sale of dogs and cats.

Specifically, the proposed Ordinance has been revised to allow the retail sale of dogs and cats from hobby breeders, pet stores that obtain their dogs and cats from hobby breeders, and pet stores that breed their own dogs and cats. The proposed Ordinance also allows for pet shops to utilized responsible breeders that have been accredited by specified or City Council approved national organizations that cater to the ethical and humane treatment of dogs and cats during the breeding process. Finally, the proposed Ordinance has been revised to enhance the requirements of the certificate of source.

The Ordinance is ready for 2nd Reading. The changes from 1st Reading have been highlighted for your convenience.

PET SHOP ORDINANCE, 2ND READING
Back-up Documentation
May 28, 2014

Documents included with this memorandum:

In support of Ordinance:

- City of Plantation proposed ordinance
- Town of Davie Agenda Report and proposed ordinance
- Email from Sunrise Mayor Michael Ryan re: City of Sunrise's position
- City of Sunrise Ordinance #577
- Humane Society of the United States response to PIJAC testimony
- Letter to Mr. Stephen E. DeMarsh, County Attorney, County of Sarasota, re: its proposed retail pet sales ordinance
- Response to Petland Plantation Memorandum of Law

Documents in support of Petland's position

- Memorandum of Law on City of Plantation proposed ordinance, from attorneys representing Robert and Vicki Siegel of Petland Plantation
- Letter from Robert and Vicki Seigel, owners of Petland Plantation and Petland Davie
- Email from Joe Watson, President, Petland, Inc.
- Article on difficulties in adopting rescue animals
- Letter from American Kennel Club (AKC) re: concerns with restrictions on pets

Other documents:

- Copy of State of Florida "Pet Lemon Law"
- Various articles on puppy mills, from Humane Society, Arlington Heights Cats Examiner, Sun Sentinel, NBCNews.com, animalfeasance.com, etc.
- History and information about Cat Fanciers' Association (CFA), American Kennel Club (AKC), and The Humane Society
- Comparison of Commercial Breeder vs. Puppy Mill

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

Item Number: 19.

To:	Mayor and Councilmembers
From:	John C. Rayson, Town Attorney, (954) 797-1101
Prepared By:	Barbara C. Cabrera, Administrative Aide, (954) 797-1140 - Town Attorney
Subject:	Ordinance
Affected District:	Town Wide
Item Request:	Staff Requesting a Tabling
Title of Agenda Item:	**CODE AMENDMENT** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING CHAPTER 4, CODE OF ORDINANCES ENTITLED "ANIMALS," BY CREATING SECTION 4-69 ENTITLED "RETAIL SALE OF DOGS AND CATS," SECTION 4-70 ENTITLED ~~"LICENSING REQUIREMENTS," AND SECTION 4-71 ENTITLED~~ "MINIMUM STANDARDS FOR HOUSING AND CARE OF ~~ANIMALS~~ **DOGS AND CATS**;" PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. **{Approved on first reading on February 19, 2014. In a roll call vote, the vote was as follows: Mayor Paul: yes, Vice-Mayor Caletka; yes, Councilmember Hattan, yes; Councilmember Luis: yes, Councilmember Starkey: yes} (Motion carried 5-0).**
Executive Summary:	The proposed ordinance is intended to reasonably restrict the retail sale of dogs and cats in the Town of Davie and promote community awareness of animal welfare. This ordinance requires posting of the animals origin. This will reduce abandonment or mistreatment of animals and promotes healthier pets. It will also encourage pet consumers to adopt dogs and cats from shelters. **In consultation with the planning and zoning manager, the licensing requirements have been removed as they are already subject to a business tax receipt requirement.**

Key Points:

- Due to lack of proper animal husbandry practices at these mills or standard facilities, animals born and raised there are more likely to have genetic disorders and lack adequate socialization. In these "mills" animals are subject to inhumane housing conditions and are indiscriminately disposed of when they reach the end of their profitable breeding cycle.
- Town Council believes that puppy mills and kitten factories continue to exist in part because of public demand fueled by the availability of dogs and cats in pet stores leading to "impulse" purchases of animals.
- Reasonably restricting the retail sale of dogs and cats in the Town of Davie will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the Town.
- The restrictions in the ordinance should reduce impulse purchases of pets, which can lead to abandonment or mistreatment of the animals once they have outgrown their initial puppy or kitten appeal.
- It will encourage pet consumers to adopt dogs and cats from shelters where proposed owners are screened for their suitability with respect to the animal, thus reducing the likelihood that the animal will be mistreated or abandoned and thereby saving animals' lives and reducing the cost to the public of sheltering animals.

Previous

ORDINANCE NO. 2014-____

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING CHAPTER 4, CODE OF ORDINANCES ENTITLED "ANIMALS," BY CREATING SECTION 4-69 ENTITLED "RETAIL SALE OF DOGS AND CATS," SECTION 4-70 ~~ENTITLED "LICENSING REQUIREMENTS," AND SECTION 4-71~~ ENTITLED "MINIMUM STANDARDS FOR HOUSING AND CARE OF ~~ANIMALS~~ DOGS AND CATS;" PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, according to the Humane Society of the United States, hundreds of thousands of dogs and cats in the United States have been housed and bred at substandard breeding facilities known as "puppy mills" or "kitten factories," ("Facilities") that mass-produce animals for sale to the public; and

WHEREAS, because of the lack of proper animal husbandry practices at ~~these~~ **substandard** Facilities, animals born and raised there are more likely to have genetic disorders and lack adequate socialization, and breeding animals utilized there are subject to inhumane housing conditions and are indiscriminately disposed of when they reach the end of their profitable breeding cycle; and

WHEREAS, many animals produced in these **substandard** Facilities are purchased by retail pet stores or shops for sale to the public; and

WHEREAS, while not all dogs and cats sold in retail pet stores or shops are the product of inhumane breeding conditions and not every commercial breeder selling dogs or cats to pet stores or shops, operates "puppy mills" or "kitten factories," the Town Council believes that puppy mills and kitten factories continue to exist in part because of public demand fueled by the availability of dogs and cats in pet stores leading to "impulse" purchases of animals; and

e. *Dog* means an animal of any age of the Canidae family of the Carnivora.
f. *Pet shop* means any establishment maintained separately or in connection with another commercial enterprise which offers to sell any species of live animals, with the intent that they be kept as pets.
g. *Pet store* means any retail establishment open to the public that sells or transfers, or offers for sale or transfer, dogs and/or cats, regardless of the age of the dog or cat.
h. *Pet store operator* means a person who owns or operates a pet store.
~~i. *Sale or transfer of dogs and/or cats.* Subject to the following exemptions, no pet store shall display, sell, trade, deliver, barter, lease, rent, auction, give away, transfer, offer for sale or transfer, or otherwise dispose of dogs or cats in the Town of Davie on or after the effective date of this Ordinance.~~

(2). *Sale or transfer of dogs and/or cats.* Subject to the following exemptions, no pet store shall display, sell, trade, deliver, barter, lease, rent, auction, give away, transfer, offer for sale or transfer, or otherwise dispose of dogs or cats in the Town of Davie on or after the effective date of this Ordinance.

~~(2).~~**(3).** *Exemptions.* ~~This~~ **s**Section **(2)** does not apply to:

a. A person or pet store that sells, delivers, offers for sale, trades, barters, leases, rents, auctions, gives away, or otherwise transfers or disposes of dogs and/or cats that were bred and reared on property zoned for such purpose within the Town of Davie, and owned by such person or pet store.
b. An animal shelter.
c. An animal rescue organization.
d. An animal shelter or animal rescue organization that operates out of or in connection with a pet store or other retail store.

~~(3).~~**(4).** *Certificate of Source.* A pet store shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage or enclosure, a certificate of source of each dog or cat offered for sale or transfer, and shall provide a copy of such certificate to the purchaser or transferee of any dog or cat sold or transferred.

(5). Existing businesses related to the sale, keeping and/or care of animals shall be made to conform to the standards of this article within 30 days of its adoption.

~~(4).~~**(6).** *Violation- Enforcement.*

a. Any person who violates this section shall be subject to those penalties set forth in Chapter 6 of this Code of Ordinances including but not limited to section 162, F.S., section 828.29, F.S., or any similarly approved legal remedy.
b. The Town may initiate a civil action in a court of competent jurisdiction to enjoin any violation of this section.
c. In addition to any other penalty, a pet shop or pet store owner who is found to have falsified a certificate of source shall pay $2,500.00 in damages to each recipient of such falsified certificate.

permit every animal confined therein to stand normally to its full height and to turn. All cages shall be of sufficient size so as to prevent overcrowding.

d. Proper shelter and protection from the weather shall be provided at all times. ~~Animals~~ **dogs and cats** must not be overcrowded or exposed to excessive heat or cold. Quarters shall be draft free. Proper temperature for the well-being of animals shall be maintained at all times.

e. ~~Animals~~ **dogs and cats** shall not be without attention for over 12 consecutive hours.

f. No ~~animal~~ **dog and cat** shall be exposed to public view for more than 16 hours out of 24 hours.

g. Every reasonable precaution shall be made to insure that ~~animals~~ **dogs and cats** are not teased, abused, mistreated, annoyed, tormented, or in any manner made to suffer by any person or by any means.

h. No ~~animal~~ **dog and cat** shall be given any alcoholic beverage, unless administered or prescribed by a licensed veterinarian for medicinal purposes.

i. ~~Animals~~ **dogs and cats** which are worked, kept for sale, or exhibited, shall be strong, healthy and in good condition of skin and fur.

j. Animals which are enemies by nature, or are temperamentally unsuited, shall not be quartered together or so near each other as to cause the animals fear, or to cause them to be abused, tormented, or annoyed.

k. No tack, equipment, device, substance nor material that has been condemned by the town administrator or designee shall be used on the animals.

l. ~~Animals~~ **Dogs and cats** must be maintained in quarters so constructed as to prevent their escape. Any commercial animal enterprise or pet shop shall assume full responsibility for recapturing any animal that escapes from his premises. Any commercial animal enterprise or pet shop shall take all reasonable precautions to protect the public from the animals and the animals from the public.

m. Working ~~animals~~ **dogs or cats** shall be given proper rest periods. Confined or restrained ~~animals~~ **dogs or cats** shall be given exercise proper for the individual ~~animal~~ **dog or cat** under the particular condition.

n. ~~Animal~~ **Dog and cat** bedding shall be sufficient in size and quantity, be of good quality, and be kept clean.

o. ~~Animals~~ **Dogs and cats** which are unweaned or so young or weak that their sale would be injurious to them shall not be sold, offered for sale, or given away.

p. Sick or diseased ~~animals~~ **dogs and cats** shall be isolated from healthy animals at all times, and so segregated that the illness or disease shall not be transmitted to another animal.

q. Sick or injured ~~animals~~ **dogs and cats** shall not be sold, offered for sale, or displayed until such ~~animal~~ **dog or cat** has been examined by a veterinarian and approved for display or sale. Such veterinarian documents shall be made available upon request by the public or a town official for one year from date of service by a veterinarian, and must be held by the seller thereafter in fulfillment thereof.

Section 3: It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase to accomplish such intentions.

Section 4: In the event that any section or provision of this ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 5: This Ordinance shall become effective immediately upon passage and adoption.

PASSED FIRST READING THIS ___ DAY OF _____, 2014.

PASSED SECOND READING THIS _____ DAY OF _____, 2014.

_____
JUDY PAUL, Mayor

Attest:

_____
Evelyn Roig Acting Town Clerk

Approved for Legal Sufficiency:

_____
John C. Rayson, Town Attorney

The official certificate of veterinary inspection certifying compliance with this section must accompany each cat transported into the state for sale.

(b) For each cat offered for sale within the state, the tests, vaccines, and anthelmintics required by this section must be administered by or under the direction of a veterinarian, licensed by the state and accredited by the United States Department of Agriculture, who issues the official certificate of veterinary inspection. The tests, vaccines, and anthelmintics must be administered before the cat is offered for sale in the state, unless the licensed, accredited veterinarian certifies on the official certificate of veterinary inspection that to inoculate or deworm the cat is not in the best medical interest of the cat, in which case the vaccine or anthelmintic may not be administered to that particular cat. Each cat must receive vaccines and anthelmintics against the following diseases and internal parasites:

1. Panleukopenia.
2. Feline viral rhinotracheitis.
3. Calici virus.
4. Rabies, if the cat is over 3 months of age and the inoculation is administered by a licensed veterinarian.
5. Hookworms.
6. Roundworms.

If the cat is under 4 months of age, the tests, vaccines, and anthelmintics required by this section must be administered no more than 21 days before sale within the state. If the cat is 4 months of age or older, the tests, vaccines, and anthelmintics required by this section must be administered at or after 3 months of age, but no more than 1 year before sale within the state.

(3)(a) Each dog or cat subject to subsection (1) or subsection (2) must be accompanied by a current official certificate of veterinary inspection at all times while being offered for sale within the state. The examining veterinarian must retain one copy of the official certificate of veterinary inspection on file for at least 1 year after the date of examination. At the time of sale of the animal, one copy of the official certificate of veterinary inspection must be given to the buyer. The seller must retain one copy of the official certificate of veterinary inspection on record for at least 1 year after the date of sale.

(b) The term "official certificate of veterinary inspection" means a legible certificate of veterinary inspection signed by the examining veterinarian licensed by the state of origin and accredited by the United States Department of Agriculture, that shows the age, sex, breed, color, and health record of the dog or cat, the printed or typed names and addresses of the person or business from whom the animal was obtained, the consignor or seller, the consignee or purchaser, and the examining veterinarian, and the veterinarian's license number. The official certificate of veterinary inspection must list all vaccines and deworming medications administered to the dog or cat, including the manufacturer, vaccine, type, lot number, expiration date, and the dates of administration thereof, and must state that the examining veterinarian warrants that, to the best of his or her knowledge, the animal has no sign of contagious or infectious diseases and has no evidence of internal or external parasites, including coccidiosis and ear mites, but excluding fleas and ticks. The Department of Agriculture and Consumer Services shall supply the official intrastate certificate of veterinary inspection required by this section at cost.

(c) The examination of each dog and cat by a veterinarian must take place no more than 30 days before the sale within the state. The examination must include, but not be limited to, a fecal

(a) The right to return the animal and receive a refund of the purchase price, including sales tax, but excluding the veterinary costs related to the certification that the dog or cat is unfit; or
(b) The right to return the animal and receive an exchange dog or cat of the consumer's choice of equivalent value, but not a refund of the veterinary costs related to the certification that the dog or cat is unfit.
(7) A pet dealer may specifically state at the time of sale, in writing to the consumer, the presence of specific congenital or hereditary disorders, in which case the consumer has no right to any refund or exchange for those disorders.
(8) The refund or exchange required by subsection (5) or subsection (6) shall be made by the pet dealer not later than 10 business days following receipt of a signed veterinary certification as required in subsection (5) or subsection (6). The consumer must notify the pet dealer within 2 business days after the veterinarian's determination that the animal is unfit. The written certification of unfitness must be presented to the pet dealer not later than 3 business days following receipt thereof by the consumer.
(9) An animal may not be determined unfit for sale on account of an injury sustained or illness contracted after the consumer takes possession of the animal. A veterinary finding of intestinal or external parasites is not grounds for declaring a dog or cat unfit for sale unless the animal is clinically ill because of that condition.
(10) If a pet dealer wishes to contest a demand for veterinary expenses, refund, or exchange made by a consumer under this section, the dealer may require the consumer to produce the animal for examination by a licensed veterinarian designated by the dealer. Upon such examination, if the consumer and the dealer are unable to reach an agreement that constitutes one of the options set forth in subsection (5) or subsection (6) within 10 business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain reimbursement of veterinary expenses, refund, or exchange.
(11) This section does not in any way limit the rights or remedies that are otherwise available to a consumer under any other law.
(12) Every pet dealer who sells an animal to a consumer must provide the consumer at the time of sale with a written notice, printed or typed, which reads as follows:

It is the consumer's right, pursuant to section 828.29, Florida Statutes, to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida-licensed veterinarian who certifies that, to the best of the veterinarian's knowledge, the animal was found to have been healthy at the time of the veterinary examination. In the event that the consumer purchases the animal and finds it to have been unfit for purchase as provided in section 828.29(5), Florida Statutes, the consumer must notify the pet dealer within 2 business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian.

(13) For the purposes of subsections (5)-(12) and (16), the term "pet dealer" means any person, firm, partnership, corporation, or other association which, in the ordinary course of business, engages in the sale of more than two litters, or 20 dogs or cats, per year, whichever is greater, to

Puppy Mill Information

[Retrieved from internet website @ http://www.awarenessday.org/national/pm_info.html]

A puppy mill is the equivalent of a factory farm for dogs. The crop, in high demand by the American public, is puppies. Another term for a puppy mill is "commercial breeder;" as the name implies, puppy mill breeders have a commercial interest in puppies—selling them is how they make a living or greatly supplement their income. The problem is, to make a profit, commercial breeders must cut corners. Dogs are kept in cages all the time, with the minimum legal space allowed (six inches larger than the dog on all sides), females are bred as often as possible, and when they are no longer able to "produce," they are discarded. It is no life for man's best friend.

Though Cruel and inhumane, puppy mills are legal and often licensed puppy mills have been regulated by the federal government since the 1960's. Breeders who sell puppies to pet stores must hold a USDA dealer license, and many states also require breeders to obtain a license to have a dog breeding kennel. However, the standards they must adhere to are little more than requiring food, water and shelter. It is perfectly legal for licensed breeders to:

Own several hundred, even over one thousand dogs

Keep all dogs in cages for years at a time

Breed dogs as often as possible, and to churn out as many puppies as possible

The standards set forth by the government are not meant to ensure a good life for dogs; they are meant to impose the only bare minimum of care requirements. Furthermore, there are only a few inspectors in each state for hundreds—sometimes thousands of licensed kennels.

How can you tell the difference between a puppy mill and a "good breeder"?
In order to make money, a puppy mill operates differently than a responsible, humane breeder. The list below describes characteristics that indicate a breeder is operating as a commercial enterprise, or puppy mill instead of breeding as a hobby:

The breeder has several breeds of dogs for sale at the same time.

The breeder offers to ship dogs to new owners, without meeting you first.

The breeder will not allow customers to view their property or kennel.

The breeder does not require an application or references from people buying a puppy.

The breeder does not ask buyers to return the dog or contact them if at any point in the dog's life if the owners cannot keep the dog.

The breeder has a very large kennel. Owning fifty to several hundred dogs is typical.

The breeder breeds females every time they come into heat.

The breeder is USDA-licensed so they can sell puppies to pet stores. A USDA license is a red flag that a breeder is in the business to make money.

The breeder does not screen his or her dogs for genetic defects

Puppy Mill Statistics:

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

Item Number: 20.

To:	Mayor and Councilmembers
From:	David Quigley, Planning and Zoning Manager (954-797-1075)
Prepared By:	David Quigley, Planning and Zoning Manager (954-797-1075) - Planning Zoning
Subject:	Ordinance
Affected District:	Town Wide
Item Request:	Schedule for Council Meeting
Title of Agenda Item:	**CODE AMENDMENT** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING CHAPTER 12, LAND DEVELOPMENT CODE, ARTICLE XV, WIRELESS COMMUNICATIONS FACILITIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE. **(Item tabled from March 19, 2014)**
Executive Summary:	The proposed ordinance is intended to ensure consistency with current statutes and to maximize opportunities for the provision of wireless telecommunication facilities in the Town while protecting the health, safety and welfare of Town residents.
Key Points:	◦ The Town's regulations were last updated in 2006. ◦ The proposed ordinance updates definitions, ensures consistency with Florida Statutes, provides for facilities in public right-of-ways, and maximizes the potential for the installation of facilities on Town-owned property. ◦ A complete summary of proposed changes is attached. ◦ Pictoral examples of various types of facilities are attached for discussion purposes only. ◦ The proposed ordinance is consistent with the Town's Comprehensive Plan and has been reviewed by CityScape, the Town's wireless telecommunications consultant.
Previous Actions:	At the March 5, 2014 Town Council meeting, Town Council tabled the item to March 19, 2014 to provide additional time for public review and comment.
Concurrences:	On February 12, 2014, the Planning and Zoning Board recommended approval by a vote of 4-0.

Fiscal Impact:

Has request been budgeted? N/A

If yes expected cost:

Account name and number:

If no, amount needed:

Account name funds will be appropriated from

Additional Comments

Recommendation: Motion to approve

Slattery, Susan

From:	Mayor Diane Bendekovic
Sent:	Wednesday, April 09, 2014 3:05 PM
To:	Slattery, Susan
Subject:	FW: City of Sunrise Joins Other Cities and Unanimously Passes "Puppy Mill" Ban
Attachments:	ORC14078_PUPPY_MILLS.pdf; 100-puppy-mills-report.pdf

-----Original Message-----
From: Ryan, Michael [mailto:MRyan@sunrisefl.gov]
Sent: Wednesday, April 09, 2014 7:46 AM
To: Mayor Diane Bendekovic; Mayor Diane Bendekovic; Jacobs, Ron; Levy, Robert; Stoner, Lynn; Fadgen, Jerry; Zimmerman, Chris
Subject: City of Sunrise Joins Other Cities and Unanimously Passes "Puppy Mill" Ban

Mayor and Councilmembers:

I understand you have on your agenda a proposed "puppy mill" ban ordinance.

Last evening, our Commission unanimously passed a "puppy mill" ban. Notably, we have a store in the City which sells animals and, therefore, would be impacted by this ordinance. I apologize for the length of this email, but I am unable to attend your Council meeting this evening.

We received opposition from the puppy mill/kitten farm industry lobbyists (the Pet Industry Joint Advisory Council (PIJAC)), an attorney representing all of the local stores in south Florida (potentially retained through the legal defense fund of PIJAC) and the store owner. We received a standard letter that PIJAC sends attempting to persuade municipalities to alter the ban or reject the ban outright.
Importantly, there are some key features to consider:

First, this is a NOT a ban on the sale of puppies or animals in pet stores. It is only a limit on the conditions under which these animals are bred. Our ordinance allows the owner to sell puppies from hobby breeders, as well as working with local shelters. We made a slight alteration to the definition of Hobby Breeder on first reading; this is the final definition we used for 1st reading:

"Hobby Breeder means any person or entity that causes or allows the breeding or studding of a dog or cat resulting in no more than a total of one litter per calendar year whether or not the animals in such litter are offered for sale or other transfer."

Please note there is no geographic restriction in this definition so as to avoid potential constitutional infirmities. We also eliminated "Florida Department of State" from the 2 definitions involving animal shelters and rescue organizations to avoid any geographic limitation and potential arguments related to commerce clause problems.

Second, we allowed the existing store six months to comply with the provisions of the ordinance. This was extremely generous in comparison to other ordinances locally. There is no evidence that the store cannot comply during that time or utilize a source different than "puppy mills".

Third, while we were asked by the industry lawyer to table this matter, the foundation of argument against the ordinance inspired us to act now. Their argument was that the existing store had "vested" rights meaning that we had to act to prevent the opening of additional stores.

Fourth, even the industry lawyer had to concede that local governments have the authority to restrict new stores and to regulate existing stores in some manner. This is a key concession validates our legal authority to act. They just don't like the regulatory scheme devised by the cities.

Fifth, the industry lawyer highlighted an injunction issued against enforcement of the ordinance passed by City of Phoenix, Arizona while the industry challenges that ordinance. I read the Court's order. The Phoenix ordinance imposed criminal penalties and had different definitions and restrictions. We did not find that Order to be sufficiently persuasive to table this matter nor did we find the Phoenix ordinance sufficiently similar to cause us any concerns regarding our legal authority to act.

Sixth, attached is a document from the Humane Society highlighting the "Top 100" puppy mill breeders – a distinction earned through repeated violations and deplorable conditions for the animals. The industry lawyer conceded we could restrict the existing store from purchasing puppies from these breeders. That concession by industry lawyer meant that the legal challenges to this ordinance are not likely to be successful. Of course, as you know, just having a USDA license and being inspected occasionally does not mean the breeder is responsible. And, there are potentially many, many more than just these 100 breeders deserving of the distinction based upon deplorable breeding conditions. None of the Commission found persuasive that an USDA license is a meaningful protection for the animals or consumers.

In short, we are confident we are solid footing with this ordinance. We have our second reading on April 22.

If you would like to watch the presentation of the lawyer and how we handled the matter: http://sunrisefl.granicus.com/MediaPlayer.php?view_id=4&clip_id=398. The presentation is #16A (which you can click on the agenda to go right to that presentation) or go to 2:19.

If you have any questions or concerns, please do not hesitate to contact me directly.

Best,
Mike

SUNRISE, FLORIDA

ORDINANCE NO. 577

AN ORDINANCE OF THE CITY OF THE CITY OF SUNRISE, FLORIDA; AMENDING CHAPTER 4 "ANIMALS;" ARTICLE I "IN GENERAL;" BY CREATING SECTION 4-7 "RETAIL SALE OF DOGS AND CATS;" PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, according to the Humane Society of the United States, hundreds of thousands of dogs and cats in the United States have been housed and bred at substandard breeding facilities known as "puppy mills" or "kitten factories" (collectively "Facilities") that mass-produce animals for sale to the public; and

WHEREAS, because of the lack of proper animal husbandry practices at these Facilities, animals born and raised there are more likely to have genetic disorders and lack adequate socialization, and breeding animals utilized there are subject to inhumane housing conditions and are indiscriminately disposed of when they reach the end of their profitable breeding cycle; and

WHEREAS, many animals produced in these Facilities are purchased by retail pet stores for sale to the public; and

WHEREAS, while not all dogs and cats sold in retail pet stores are the product of inhumane breeding conditions and not every commercial breeder selling dogs or cats to pet stores operates "puppy mills" or "kitten factories," the City Commission believes that "puppy mills" and "kitten factories" continue to exist in part because of public demand fueled by the availability of dogs and cats in pet stores leading to "impulse" purchases of animals; and

WHEREAS, the City Commission believes that restricting the retail sale of dogs and cats in the City will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the City; and

WHEREAS, the City Commission believes that the restriction of the retail sale of dogs and cats in pet stores in the City will reduce impulse purchases of pets, which can lead to abandonment or mistreatment of the animals once they have outgrown their initial puppy or kitten appeal and will also encourage pet consumers to adopt dogs and cats from shelters where proposed owners are screened for their suitability with respect to the animal, thus reducing the likelihood that the animal will be mistreated or abandoned and thereby saving animals' lives and reducing the cost to the public of sheltering animals; and

underscored words are additions

WHEREAS, the City Commission of the City of Sunrise has determined that the following amendment promotes and protects the general health, safety, and welfare of the residents of the City of Sunrise.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1: The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2: That section 4-7 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

~~**Reserved.**~~ **Sec. 4-7. Retail Sale of Dogs and Cats.**

(1) *Definitions.* For purposes of this section, the following definitions shall apply:

Animal rescue organization means humane society or other duly incorporated or organized nonprofit organization operated as a bona fide charitable organization under Section 501(c) 3 of the Internal Revenue Code, which organization is devoted to the rescue, care and/or adoption of stray, abandoned, injured or surrendered animals and which does not breed animals.

Animal Shelter means a municipal or related public animal shelter or duly incorporated or organized nonprofit organization operated as a bona fide charitable organization under Section 501(c) 3 of the Internal Revenue Code devoted to the rescue, care and/or adoption of stray, abandoned, injured or surrendered animals, and which does not breed animals.

Cat means an animal of any age of the Felidae family of the order Carnivora.

Certificate of Source means a document from the source or County animal shelter or animal control agency, humane society, non-profit rescue organization or Hobby Breeder declaring the source of origin of a dog or cat on the premises to be sold or transferred or offered for sale or transfer. A Certificate of Source shall include at a minimum: (a) a brief description of the dog or cat, the name, address, telephone number, and e-mail address of the source of the dog or cat; (b) shall be signed by the pet store certifying the accuracy of the certificate; and (c) shall be signed by the purchaser or transferee of the dog or cat acknowledging receipt of the Certificate of Source.

Dog means an animal of any age of the Canidae family of the Carnivora.

Hobby Breeder means any person or entity that causes or allows the breeding or studding of a dog or cat resulting in no more than a total of one litter per calendar year whether or not the animals in such litter are offered for sale or other transfer.

Pet store means any retail establishment open to the public that sells or transfers, or offers for sale or transfer, dogs and/or cats, regardless of the age of the dog or cat.

Pet store operator means a person who owns or operates a pet store.

(2) Sale or transfer of dogs and/or cats. No pet store shall display, sell, trade, deliver, barter, lease, rent, auction, give away, transfer, offer for sale or transfer, or otherwise dispose of dogs or cats on or after the effective date of this Ordinance unless the pet store is exempt under subsection (3) below.

(3) Exemptions. Section 4-7(2) does not apply to:

(a) Pet stores that (i) obtain their cats and dogs from a Hobby Breeder as defined above or who breed their own cats and dogs and (ii) comply with subsection (4) below.
(b) An animal shelter.
(c) An animal rescue organization.
(d) An animal shelter or animal rescue organization that operates out of or in connection with a pet store or other retail store.

(e) Pet stores that possess an active City of Sunrise local business tax receipt on [date of second reading] shall have thirty (30) days from [date of second reading] to comply with the Certificate of Source in subsection (4) below and shall be exempt from this ordinance for a period of one hundred and eighty (180) days from [date of second reading].

(f) A Hobby Breeder as defined above.

(4) Certificate of Source.

(a) A pet store shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage or enclosure, a Certificate of Source for each dog or cat offered for sale or transfer, and the pet store shall provide a copy of such Certificate of Source to the purchaser or transferee of any dog or cat sold or transferred.

(b) Falsification of a Certificate of Source by a pet store, pet store operator, or any other person is hereby declared unlawful.

(5) Hobby Breeders must meet the following requirements:

(a) Keep records, for a period of at least three (3) years and make such records available for review by the City upon request of (i) the birth of each litter of dogs and cats and (ii) veterinary records of rabies vaccinations, all other inoculations, and any medical condition(s) of each dog and cat.

(b) Ensure that dogs and cats are provided: clean, sanitary, safe and humane conditions; sufficient quantities of appropriate food daily; proper air ventilation and circulation; adequate quantities of visible, clean and fresh water available at all times; and medical attention or necessary veterinary care when the dog or cat is diseased or injured.

(6) Violations - Enforcement. Any person who violates this Section shall be punished as provided in sections 2-116 through 2-126 of the City's Code of Ordinances.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Inclusion in the City Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 8TH DAY OF APRIL, 2014.

PASSED AND ADOPTED upon this second reading this 22ND DAY OF APRIL, 2014.

_____
Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	KERCH	MOTION:	SOFIELD
SECOND:	SOFIELD	SECOND:	KERCH
KERCH:	YEA	KERCH:	YEA
ROSEN:	ABSENT	ROSEN:	YEA
SCUOTTO:	YEA	SCUOTTO:	YEA
SOFIELD:	YEA	SOFIELD:	YEA
RYAN:	YEA	RYAN:	YEA

Approved by the City Attorney
As to Form and Legal Sufficiency.

Kimberly A. Kisslan

underscored words are additions

RESPONSE TO THE TESTIMONY OF THE PET INDUSTRY JOINT ADVISORY COUNCIL REGARDING AN ORDINANCE PROHIBITING THE RETAIL SALE OF DOGS AND CATS FROM THE HUMANE SOCIETY OF THE UNITED

The Humane Society of the United States (HSUS) is the country's largest animal welfare organization. The Puppy Mills Campaign for The Humane Society of the United States is the largest, most aggressive, and most successful campaign fighting against the inhumane, commercial dog breeding industry. With six full-time animal welfare experts, supported by more than 11 million constituents throughout the country, the campaign has made significant and meaningful strides towards eliminating this problem.

PIJAC is an industry association formed to protect the business interests of the commercial pet trade. While PIJAC claims to care about keeping pets healthy and safe, it has consistently opposed local, state and federal initiatives to hold those who sell puppy mill dogs to consumers accountable for their actions and to increase the standards of care for dogs in commercial breeding facilities. The following is a small sampling of legislation PIJAC opposed in 2013:

- The federal "retail rule" passed by the USDA in September 2013 to close a loophole that previously allowed puppy producers who sold puppies or kittens over the Internet, by phone or mail to escape federal oversight. They will now be inspected for basic, common-sense standards of animal care, like providing clean water, adequate food, and veterinary care. This will not limit the number of puppies they can sell or close down responsible law-abiding businesses, though in its alerts to members, PIJAC made these claims as a "scare tactic" to stir up opposition to this common-sense rule.
- Multiple state bills to crack down on puppy mills by requiring commercial dog breeders to be licensed, inspected and to adhere to certain minimum standards of care.
- Local laws, such as one introduced in Erie County, NY, that would have established an animal abuse registry that would list people who have been accused of animal cruelty. Pet store owners would be liable if they purchased puppies from anyone on the registry. PIJAC maintained that it was too onerous for pet stores to have to check this registry before acquiring dogs.
- Bills that would require groomers to obtain and maintain a state-license. PIJAC has stated that this condition is too burdensome.

Contrary to PIJAC's claims, pet stores sell puppy mill dogs—a carefully documented and highly investigated fact. " The reality is that responsible breeders do not sell their puppies to pet stores because they care about where their puppies are going. Recently the HSUS reviewed Codes of Ethics for the National Breed Clubs representing all 178 dog breeds recognized by the AKC, and found that 96% of those National Clubs include statements prohibiting their breeders from selling to pet stores. (A copy of our data is available upon request.)

PIJAC is correct that "almost all pet store puppies originate from USDA licensed breeders who are regularly inspected." Unfortunately, the fact that a facility is licensed by the USDA is no indication of quality. The federal Animal Welfare Act provides merely survival standards for dogs, not humane care standards. The USDA has repeatedly asserted that their regulations and standards are *minimum* requirements and can be built upon by the states (See 7 U.S.C. § 2143(A)(8), stating that the federal Animal Welfare Act does not preempt state laws.). Indeed, the agency's own Animal Welfare Act Fact Sheet states "*[a]lthough Federal requirements establish acceptable standards, they are not ideal. Regulated businesses are encouraged to exceed the specified minimum standards.*" Further, the USDA's own Office of Inspector General (OIG) says the agency's Animal Care inspectors don't cite or document violations properly, misuse guidelines to lower penalties for AWA violators, and that the inspection program is "ineffective against problematic dealers."

Research indicates a systemic problem with the mass production of dogs in commercial facilities, in that continuous confinement frequently causes animals to suffer from chronic anxiety, social isolation, inadequate stimulation, and lack of physical exercise."""" This is an important consideration because it underscores the

notion that even if a commercial breeding facility was properly inspected and was fully compliant with all federal laws and regulatory requirements, that facility could, and typically is, keeping dogs in constant confinement, on wire flooring, and in a perpetual cycle of breeding, nursing, and weaning until the animal is no longer capable of turning out sufficient litters to be profitable.

PIJAC asserts that "[a]nimals delivered to pet stores in Florida are highly regulated." But clearly that regulation is far from sufficient. For example, as indicated by recent state inspection reports, Josh L. Souza (USDA #43-B-3620), located in Phillipsburg, MO, Souza sells most of his puppies to Florida pet stores. Though his facility is regularly inspected, in the past few years he has received an official warning from the USDA and citations from Missouri state inspectors for violations including: repeated failure to provide adequate veterinary care, repeated failure to provide safe housing with enough space and weather protection for the dogs, selling underage puppies, accumulations of trash and feces on the property, dogs repeatedly found with loose stools and no documentation that a veterinarian was consulted about the issue, animals repeatedly exposed to harsh weather, including puppies found shivering in a cold barn, continuing to breed a female Maltese who had been diagnosed with a grade 5 heart murmur (the dog had previously been identified by the attending veterinarian as unsound for breeding).

Unfortunately, in order to divert attention away from the problems inherent with dogs sold in pet stores, PIJAC emphasizes the lack of regulation of other modes of sales of puppies such as those sold online or at outdoor venues such as flea markets. This is true and The HSUS is very concerned about the proliferation of dogs being sold in this manner and is working with lawmakers across the country to address this. But this should not distract local lawmakers from the fact that dogs sold in pet stores come from puppy mills and passing local ordinances to require pet stores to acquire dogs only from shelters and rescues is a constitutionally defensible way to address this problem. This ordinance not only halts the cycle of cruelty by decreasing demand for commercially bred puppies, but it also protects consumers from having to ensure the financial hardship and emotional turmoil of unknowingly purchasing a puppy mill dog from a pet store that frequently will end up sick or worse.

PIJAC ignores data that demonstrates that when localities pass these ordinances local euthanasia rates of homeless dogs decrease. After Albuquerque, New Mexico passed an ordinance banning the sale of commercial bred dogs, the city's euthanasia rate dropped significantly over the subsequent few years—saving the lives of 6,187 homeless animals and decreasing the cost of euthanasia burden on local taxpayers.

Contrary to PIJAC's claims, this ordinance does not limit consumers' ability to purchase dogs from responsible dog breeders. The HSUS recognizes that adoption may not be an option for all families looking for a pet. That is why The HSUS works so closely with responsible breeders throughout the country to educate consumers about the differences between responsible breeders and puppy mills in order to ensure that people who chose to purchase dogs, only buy from responsible breeders. In order to facilitate those efforts, The HSUS provides materials to consumers looking to purchase a puppy through a website specifically designed for this purpose.

Passing this ordinance will curb the production of dogs in inhumane, commercial breeding facilities—protecting both dogs and consumers.

We thank the Council for considering this important animal welfare and consumer protection ordinance, and remain willing and eager to assist in your efforts to create a humane economy.

Sincerely,

Melanie Kahn
Senior Director, Puppy Mills Campaign
mkahn@humanesociety.org
t 301.258.3121 c 240.404.8571

January 22, 2014

Mr. Stephen E. DeMarsh, Esq.
County Attorney
Office of the County Attorney
County of Sarasota
1660 Ringling Boulevard
Sarasota, FL 34236

VIA email to: HYPERLINK "mailto:sdemarsh@scgov.net"sdemarsh@scgov.net
Cc: David Pearce, dpearce@scgov.net

Re: Proposed Retail Pet Sales Ordinance, Sec. 14-53

Dear Mr. DeMarsh:
As you may know, I serve as General Counsel to the Companion Animal Protection Society "CAPS"), a national nonprofit which seeks to protect companion animals ("companion animals") from the abuses and inhumane conditions associated with commercial breeding operations, such as puppy mills, commercial catteries and rabbit farms (collectively, "commercial breeders"). CAPS' goal is to reform the supply chain by which these animals are commercially bred and commodified as products for undifferentiated sale to consumers. CAPS investigations, including undercover employment investigations, have revealed that many pet shops use deceptive sales practices in order to conceal latent diseases or behavioral problems arising from the substandard, inhumane conditions in which puppies and kittens, destined for pet shops, are raised.

The Board of Commissioners of Sarasota County (the "Board") is currently considering voting and adopting a proposed "Animal Control" ordinance which would have the effect of restricting the retail sales of companion animals within the County of Sarasota. Specifically, the ordinance would prohibit the "operation of a Pet Sale Business" (14-53(a)(1)). A "Pet Sale Business" would include a retail business which sells companion animals (14-53) while exempting "Home Breeder" Sales (14-53(b)(1)) person and entities that sell companion animals "only from the premises on which they were bred and reared." (14-53(a)).

We applaud the proposed ordinance because it will benefit both the residents of Sarasota and will guarantee that all companion animals sold in Sarasota will not originate in inhumane commercial breeding facilities. We encourage the Board to carefully consider and pass the proposed ordinance. Our review of the concerns expressed by the Pet Industry Joint Advisory Council ("PIJAC") in their letter of December 6, 2014 and further concerns detailed in our discussions with Assistant County Attorney David Pearce discloses no substantive concerns under the Commerce Clause of the U.S. Constitution. As for other concerns discussed, such as the "Harris Act," we feel that the proposed ordinance falls within what is both reasonable and permitted by existing case law.

Retail Pet Store Violations in Sarasota

At the outset, we wish to discuss the proposed legislation in the context of several exemplar cases, which illustrate the ongoing need for the proposed ordinance as well as the inadequacy of the alternatives proposed by the PIJAC. These cases involve violations of Animal Welfare Act (AWA) regulations, which are enforced by USDA APHIS (Animal Plant Health and Safety

Inspection Service) Animal Care and what we believe are clear and ongoing violations of Florida laws directed at protecting consumers, such as "The Pet Law," FLA. STAT. sec. 828.29 (hereinafter the "Puppy Lemon Law"). These cases show that only a near complete prohibition on retail sales, such as under the proposed ordinance, will serve the public purpose of preventing sales of companion animals bred at commercial facilities and reduce health and sanitary concerns resulting from purchases of such companion animals. Further, pet stores who do sell "rescued" animals after the, hopeful, enactment of the ordinance will be forthright in marketing such companion animals as sold without the added component of puppy mill or commercial cattery cruelty.

The Companion Animal Protection Society (CAPS) received an online complaint for Puppy Town, a retail pet store at 4045 S. Tamiami Trail, Sarasota from a customer who purchased a Shiba Inu with a neurological disorder and diarrhea on May 14, 2013. Puppy Town denied veterinary reimbursement (as of the date of the Complaint on 10/14/13 and as of 1/20/14 according to the complainant via email; as of 1/20/14, veterinary expenses total approximately $1500).

According to documents provided by Puppy Town to the customer, the breeder for the sick puppy was Judy Hulett in Rhine, Georgia. The USDA license for Hulett, 57-A-0130, was canceled on 9/20/11. Hulett's sale of animals to Puppy Town is a violation of AWA regulation 2.1(a)(3)(i), which requires that any wholesaler selling directly to a retail pet store must possess a valid USDA license. CAPS obtained Certificates of Veterinary Inspection (CVI) (aka interstate health certificates) from the Florida Department of Agriculture showing that Hulett sold puppies to Puppy Town in August and September of 2013 (CAPS request was in early November for the last three months, and October CVIs had not arrived yet). The Florida Department of Agriculture also gave CAPS CVIs for Craig Gray in Nashville, Georgia for August and September 2013. Gray does not have a USDA license, and the APHIS dealer directory does not show that he had one in the last three years.

Pet Shop Puppies is a Missouri-based nonprofit that gathers complaints from pet shop customers and then provides them with information about the breeders and brokers for these puppies ("Puppy Report"). Pet Shop Puppies has complaints from customers who purchased sick Judy Hulett puppies sold by Puppy Town. A Dachshund purchased on 9/21/12 was underweight and has a deformed front leg and paw. Another customer purchased a Hulett toy Poodle from Puppy Town on 10/21/11 and claimed the store employee told her the puppy had a Urinary Tract Infection when in fact, the puppy had pneumonia. A Puppy Town employee told a customer who was considering the purchase of a Pomeranian on 4/26/11 that the dog's breeder was Craig Gray. Another breeder listed on Pet Shop Puppies as selling to Puppy Town is Joy Gastler in Madison, Missouri, 43-A-0916. On May 16, 2013, a USDA inspector found seven violations at Gastler's facility, including one repeat violation for a Fox terrier with a very serious eye condition for which Gastler had not obtained veterinary care. Gastler had 109 adult dogs and 37 puppies at the time of the inspection.

Furthermore, CAPS has reviewed the Puppy Town Warranty (the "Warranty") and believes it to be in violation of Sec. 828.29 for the following reasons, *viz*, the Warranty seeks to improperly limit reimbursement for veterinary costs to the consumer of up to $1,000 or the purchase price of the puppy, whichever is less, in apparent violation of the Puppy Lemon Law (the Lemon Law states that "reasonable" costs may be recovered); the Warranty impermissibly attempts to waive Puppy Town's liability for veterinary bills and limit veterinary care to the Sarasota Vet Center; and the Warranty requires the consumer to obtain written permission before using another veterinary service. We believe all of these provisions are all in apparent violation of the Lemon Law.

According to CVIs obtained by CAPS from the Florida Department of Agriculture, Petland and

Puppies R Us, both in Sarasota, buy puppies from the Hunte Corporation, which is the largest dog brokerage facility in the United State, shipping as many as 2,000 puppies (and some kittens) a week to pet shops all over the country and to Japan, Mexico, Puerto Rico and South America. For more information on the Hunte Corp. and the substandard, inhumane puppy mills that supply this brokerage facility, we recommend that the Board watch "Undercover at the Hunte Corporation, An Expose of America's largest Supplier of Pet Shop Puppies" about CAPS' six-month undercover employment investigation of the Hunte facility in Goodman, Missouri. Also, we recommend that the Board watch "Hunte Corporation, From Puppy Mill to Pet Shop, What the Hunte Corporation Doesn't Want You to Know" about a CAPS investigation of some of the breeders who sell to Hunte.

Commerce Clause Scrutiny of the Proposed Ordinance

Article I of the U.S. Constitution states, in part, that Congress shall have the power "[t]o regulate Commerce with foreign nations, and among the several States, and with the Indian tribes." U.S. CONST. Art. I, § 8, cl. 3 The negative implication of this enumerated power for the federal government is known as the 'Negative' or 'Dormant' Commerce Clause ("Dormant Commerce Clause"), which implies a restriction on regulation of interstate commerce by the states. See generally, Rachel J. Schaefer, Note, *Must the House Always Win? A Critique of Rousso v. State*, 35 SEATTLE U. L. REV. 1549, 1559–62 (2012) (explaining that the Supreme Court has long recognized the implied "limitation on the power of the states to erect barriers against interstate trade"). The purpose of the Dormant Commerce Clause is "to prohibit state or municipal laws whose object is local economic protectionism." *C & A Carbone, Inc. v. Town of Clarkstown, N.Y.*, 511 U.S. 383, 390 (1994). To determine whether a state or municipal law constitutes impermissible economic protectionism under the Dormant Commerce Clause, courts apply one of two levels of scrutiny. See, *Black Star Farms LLC v. Oliver*, 600 F.3d 1225, 1230 (9th Cir. 2010) (citing *Maine v. Taylor*, 477 U.S. 131, 138 (1986)).

First, if a court determines that a statute discriminates against interstate commerce or regulates commerce beyond a state's jurisdiction, the court will use "strict scrutiny" to determine whether the statute is constitutional. *Healy v. Beer Inst.*, 491 U.S. 324, 337 n.14 (1989) ("When a state statute directly regulates or discriminates against interstate commerce . . . we have generally struck down the statute without further inquiry." (quoting *Brown-Forman Distillers Corp. v. N.Y. State Liquor Auth.*, 476 U.S. 573, 579 (1986))). Although it is theoretically possible for a statute to withstand strict scrutiny, the standard is very difficult to meet and invalidation is likely. *Ferrey*, supra note 2, at 579. To survive strict scrutiny, a state must show 1) that the law in question protects a legitimate state interest, and 2) that the statute is narrowly tailored to the goal of protecting that interest. See *Carbone*, 511 U.S. at 392 (citing *Maine v. Taylor*, 477 U.S. 131, 138 (1986)). In other words, the statute must be the only reasonable means to protect the interest at stake. See *id.* Because of the unlikelihood of a state law surviving strict scrutiny, courts oftentimes refer to this standard as "a virtually per se rule of invalidity." See, e.g., *SDDS, Inc. v. South Dakota*, 47 F.3d 263, 268, 268 n.8 (8th Cir. 1995) (quoting *Philadelphia v. New Jersey*, 437 U.S. 617, 624 (1978)).

On the other hand, if no discrimination is present, the statute evenly regulates in-state and out-of-state entities, and it only regulates in-state commerce, then courts will apply a flexible balancing test that is more favorable to the state law. *Pike v. Bruce Church, Inc.*, 397 U.S. 137, 142 (1970). Under this balancing test, a statute is valid so long as the burdens of the statute on interstate commerce are not excessive in proportion to the statute's in-state benefits. *Id.* A state statute may therefore be struck under this standard because it "unreasonably favor[s] local producers at the expense of competitors from other States." *Shamrock Farms Co. v. Veneman*, 146 F.3d 1177, 1179 (9th Cir. 1998) (quoting *Fla. Lime & Avocado Growers, Inc. v. Paul*, 373 U.S. 132, 154 (1963)).

There are three types of discrimination that may trigger strict scrutiny, either alone or in

combination. See *Nat'l Ass'n of Optometrists & Opticians LensCrafters, Inc. v. Brown*, 567 F.3d 521, 525 (9th Cir. 2009) ("A statutory scheme 'can discriminate against out-of-state interests in three different ways: (a) facially, (b) purposefully, or (c) in practical effect.'" (quoting *LensCrafters, Inc. v. Robinson*, 403 F.3d 798, 802 (6th Cir. 2005) (citations omitted))); *SDDS, Inc. v. South Dakota*, 47 F.3d 263, 267 (8th Cir. 1995). First, the language of a provision may facially discriminate against interstate commerce. Second, a facially neutral provision, including subsidies for in-state businesses, may have a discriminatory effect. *Id.* Third, a facially neutral provision may have a discriminatory purpose. *Id.*

We believe that the proposed ordinance does not violate any of the Commerce Clause under any of the foregoing tests, discussed at length below, for the reasons stated.

1. *Facial Discrimination*

Facial discrimination occurs when a statute explicitly distinguishes between in-state and out-of-state parties and disadvantages the latter, which is clearly not the case with regard to the proposed ordinance. Erwin Chemerinsky, *Constitutional Law: Principles and Policies* 412–13 (3d ed. 2006). For example, in *Wyoming v. Oklahoma*, 502 U.S. 437 (1992) the Supreme Court invalidated an environmental statute which specified a portfolio for energy use that required coal-fired electric utilities in Oklahoma "to burn a mixture containing at least 10% Oklahoma-mined coal." The Supreme Court determined that the statute discriminated against interstate commerce "on its face" because it "expressly reserve[d] a segment of the Oklahoma coal market for Oklahoma-mined coal, to the exclusion of coal mined in other States." *Id.* at 455. The Court's decision in *Wyoming v. Oklahoma* relied heavily on *Philadelphia v. New Jersey*, 437 U.S. 617, 624 (1978). See Kirsten H. Engel, *The Dormant Commerce Clause Threat to Market-Based Environmental Regulation: The Case of Electricity Deregulation*, 26 ECOLOGY L.Q. 243, 272–73 n.78 (1999) (noting "[t]he Court now treats *Philadelphia v. New Jersey* as the flagship case referring to state regulations that discriminate against interstate commerce on their face"); See also, *Engel*, supra, at 272–73 n.78 (citing *Fort Gratiot Sanitary Landfill, Inc. v. Mich. Dep't of Natural Res.*, 504 U.S. 353, 361–68 (1992); *Chem. Waste Mgmt., Inc. v. Hunt*, 504 U.S. 334, 339–48 (1992); *New Energy Co. of Ind. v. Limbach*, 486 U.S. 269, 274–76, 278–80 (1988); *Bacchus Imports, Ltd. v. Dias*, 468 U.S. 263, 270–73 (1984); *Boston Stock Exch. v. State Tax Comm'r*, 429 U.S. 318, 329–32 (1977); *Baldwin v. G. A. F. Seelig, Inc.*, 294 U.S. 511, 519–26 (1935)).

Under this line of authority, there can be no question that the proposed ordinance does not facially discriminate against interstate commerce because it does not expressly discriminate against out of state commercial breeders or pet stores and does not expressly reserve a segment of the market for the sale of commercially bred companion animals for domestic commercial breeders or pet stores. Simply put, the proposed ordinance does not distinguish between in-state and out-of-state parties to the disadvantage of the latter Instead, the proposed ordinance seeks to 'burden' all commercial breeders as equally as possible by means of a universal restriction on sales.

2. *Discriminatory Effect*

Even if a statute is facially neutral, as is the case with the proposed ordinance here, a court may sometimes choose to apply 'strict scrutiny' if the state or municipal law has a discriminatory effect. However, in contrast to the relatively straightforward application of the facial discrimination test, there is less certainty regarding when strict scrutiny applies in the context of a discriminatory effect analysis, and the cases are sometimes inconsistent. In some instances, a statute's discriminatory effect has been sufficient to invoke strict scrutiny. See *C & A Carbone, Inc. v. Town of Clarkstown*, 511 U.S. 383 (1994); *Hunt v. Wash. State Apple Advertising Comm'n*, 432 U.S. 333, 352–53 (1977). Nevertheless, the Supreme Court has often refused to apply strict scrutiny when it recognized an overwhelming disparate impact. See generally *Exxon Corp. v. Governor of Md.*, 437 U.S. 117 (1978) (finding no discrimination even when 95% of the

statutorily disadvantaged entities were from out of state and 99% of the protected entities were from in state). Generally, the term "disparate impact" is employed to refer to an effect that may or may not be sufficient to create a discriminatory effect but may effect in state and out of state businesses differently. The term "discriminatory effect" refers to an effect that constitutes discrimination and sometimes gives rise to strict scrutiny. Thus, although a disparate impact is sometimes sufficient to establish discrimination on its own, other critical factors, such as the presence of discriminatory purpose or the absence of virtual representation, may be important to establish discrimination even when a disparate impact is present. Chemerinsky, *supra* note 44, at 436.

Although a larger disparate impact on out-of-staters is intuitively more likely to establish discrimination than a smaller impact, discrimination may still be present despite a small disparate impact. *Wyoming*, 502 U.S. 437, 455 (1992). In *Wyoming v. Oklahoma*, after determining that the Oklahoma statute facially discriminated against out-of-state energy producers, the Court concluded, as is the case here with the proposed ordinance, that the statute also discriminated against interstate commerce "in practical effect." See *Wyoming*, 502 U.S. at 455. The Court rejected Oklahoma's argument that "the Act [statute] sets aside only a 'small portion' of the Oklahoma coal market, without placing an 'overall burden' on out-of-state coal producers doing business in Oklahoma." *Id.* The Court explained, "[t]he volume of commerce affected measures only the extent of the discrimination; it is of no relevance to the determination whether a State has discriminated against interstate commerce." *Id.* Although this language on discriminatory effect is arguably *dicta*, other courts have also indicated that a small disparate impact does not prevent a determination of discriminatory effect. See, e.g., *Bacchus Imports, Ltd. v. Dias*, 468 U.S. 263, 269 (1984). The analysis in *Wyoming v. Oklahoma* may not apply to a state or municipal ordinance such as the proposed Sarasota retail pet store ordinance that avoids facial classifications, such as in-state carve-outs at issue in *Wyoming v. Oklahoma*, altogether. Under the analysis of *Wyoming* and *Bacchus* line of cases, the proposed ordinance here is not invalid for 'discriminatory effect'.

In Sarasota, the proposed ordinance is not even remotely violative of the Commerce Clause because it does not impermissibly favor local breeders over out of state breeders. The ordinance, which achieves a great local benefit of humane sourcing and consumer confidence, burdens puppy mill breeders both in Florida and in other states in an evenhanded and equal manner. The PIJAC letter states at page 2 "[t]he ordinance unconstitutionally discriminates against interstate commerce because it permits the purchase of pets from Sarasota breeders, but not from breeders from other states or even other counties" This exception for "Home-Based Breeder Sales" found in Sec. 14-53(b)(1) of the proposed ordinance, defines the term as "a person that actions, barters, offers for sale, displays for sale or sells cats, dogs, or rabbits only from the premises on which they were bred and reared, and is in compliance with the Zoning Regulations in Appendix A of this Code" is disingenuous and unpersuasive because, to our knowledge, Sarasota has no large scale commercial breeders, or puppy mills, who will benefit. Similarly Sarasota currently has no business of which we are aware that operate as retail pet stores selling companion animals from the proprietor's home.

Like municipalities everywhere, Sarasota doubtless has individuals who breed their dogs as hobby breeders and perhaps sell puppies or cats to friends, neighbors or the general public, but we are unaware of any who are engaged in large-scale commercial breeding or sell directly to pet stores within Sarasota. Likewise for the rest of Florida, which is notable for its relative absence of puppy mills and catteries. Thus, it makes it impossible to envision how the proposed ordinance will favor Florida breeders in other than a theoretical or *de minimus* manner.

The PIJAC letter at page 3 misrepresents that the County of Sarasota "could tailor the law" and use alternate can be used to achieve the legislative purpose. First, it is not conceded that the proposed ordinance is even remotely violative of the Commerce Clause. Next, the tailoring alterations proposed serve only to vitiate the very legislative purpose of the proposed ordinance –

not to narrow its scope to make it more palatable under a Commerce Clause analysis.

The heart of the PIJAC objection harkens back to the passage from *Pike v. Bruce Church,* which instructs:

Where the statute regulates even-handedly to effectuate a legitimate local public interest, and its effects on interstate commerce are only incidental, it will be upheld unless the burden imposed on such commerce is clearly excessive in relation to the putative local benefits. If a legitimate local purpose is found, then the question becomes one of degree. And the extent of the burden that will be tolerated will of course depend on the nature of the local interest involved, and on whether it could be promoted as well with a lesser impact on interstate activities. HYPERLINK "http://scholar.google.com/scholar_case?case=3178578381502764 6&hl=en&as_sdt=6,33"***Pike v. Bruce Church, Inc.,* 397 U.S. 137, 142, 90 S.Ct. 844, 847, 25 L.Ed.2d 174 (1970)**

Here, CAPS' review of the proposed ordinance in the context of a 'strict scrutiny' analysis views a successful challenge as highly unlikely. The core principle that if the state or municipal law has a 'discriminatory effect' then further inquiry is required is not invoked by the proposed ordinance which seeks to burden all commercial breeders as evenhandedly as possible.

For the local interest involved, humane welfare standards for animals, and consumer confidence, PIJAC cites HYPERLINK "http://scholar.google.com/scholar_case?case=11519794847910657977&hl=en&as_sdt=6,33"*Winkler v. Colo. Dep't of Health,* 193 Colo. 170, 564 P.2d 107 (1977), an obscure nonbinding state court case from another jurisdiction decided under the Equal Protection Clause, for the proposition that less-restrictive means may be used to effect the intended purpose of the proposed ordinance. Specifically, PIJAC claims that alternate means exist to accomplish the legislative intent. Each of these suggestions is absurd. First, PIJAC suggests that a requirement that retail pet stores within Sarasota "certify that the commercial breeder meet certain qualitative or quantitative breeding welfare standards." This imposes an impractical and unverifiable paperwork and due-diligence burden upon the retail pet store in order to comply with this regulation while providing no specific penalty for noncompliance, no judicial enforcement mechanism, while presumably imposing the costs of investigation, enforcement and adjudication on the County of Sarasota. To make matters worse, the commercial pet breeding industry is rife with Animal Welfare Act violations, state departments' of agriculture violations, state animal cruelty law violations, fraudulent or misrepresented Certificates of Veterinary Inspection (interstate health certificates required for animals crossing state lines) and lax enforcement by understaffed and underfunded federal and local authorities. These practices are pervasive because of the relentless industry effort to produce and commodify companion animals at the lowest cost possible and the fact that the animals themselves are unable to voice their complaints of inhumane treatment and abuse, which then goes unreported.

The *Winkler* case, cited by the PIJAC, stands for the well-known proposition that legitimate state legislative interests, such as state anti-cruelty laws, are not preempted by either the Commerce Clause or the federal Animal Welfare Act because Congress "clearly did not indicate preemptive intent, but rather, expressly endorsed state-federal cooperation" 564 P. 2d 119. It is worth noting that *Winkler* has never been cited in any reported case for the proposition PIJAC cites for authority and has only been cited once in the last twenty years for a different proposition. Nevertheless the holding of Winkler supports the proposed ordinance as written because of the absence of less restrictive means to achieve the goal behind the legislative intent. No one can seriously pretend that the purpose of the ordinance is to discriminate against out of state puppy mills or that less restrictive means can be used to prevent the sale of commercially bred puppy mill dogs and cattery bred cats in Sarasota.

In sum, the 'tailoring' proposed by the PIJAC is reminiscent of the Hans Christian Anderson fairy tale *The Emperor's New Clothes*. As in that story, the tailoring alterations proposed by the PIJAC serve only to expose the barrenness of the manufactured Commerce Clause objections and the naked desire of the PIJAC to eviscerate the statute in order to allow puppy mills to operate in Sarasota under a business as usual policy under which animals and consumers in an unequal bargaining position bear the majority of risk and cost.

The exception for such "backyard breeders" is a reasonable accommodation in order to make proposed ordinance not unduly oppressive. If the PIJAC is going on record as stating that they object to this exception, then CAPS joins such objection and proposes that all sales of commercially bred companion animals, wherever they originate, should be prohibited. In any case, objections that local businesses are favored are not supported by either a reading of the proposed ordinance or a review of the facts concerning retail pet sales in Sarasota.

Therefore, the conclusory allegation advanced by the PIJAC that somehow a discriminatory effect will result from the proposed ordinance is unfounded and should not stand as a valid objection. There is no apparent Commerce Clause issue sufficient to render the proposed ordinance unconstitutional and the PIJAC objection is unconvincing. Where the law promotes a "legitimate local purpose," as here, in promoting animal welfare and consumer confidence, and where any nondiscriminatory alternatives are inadequate, also, as here, then as there is no other legitimate means to achieve the intended purpose stated above and to protect the local interest, the courts will uphold the statute. E.g., *Hughes v. Oklahoma*, 441 U.S. 322, 336–37 (1979).

4. *Discriminatory Purpose*

Like discriminatory effect, discriminatory purpose is sometimes sufficient on its own to establish discrimination and invoke strict scrutiny, See, e.g., *Bacchus Imports, Ltd. v. Dias*, 468 U.S. 263, 270 (1984) ("A finding that state legislation constitutes 'economic protectionism' may be made on the basis of either discriminatory purpose, or discriminatory effect." (citing *Hunt*, 432 U.S. 333, 352–53 (1977); *Philadelphia v. New Jersey*, 437 U.S. 617, 624 (1978)). Purpose is more likely to constitute discrimination, however, when combined with other factors. See *Chemerinsky*, supra note 44, at 436. For example, a discriminatory purpose is likely to constitute discrimination when combined with a disparate impact. *Id.*

A discriminatory purpose is present when the state acts with the goal either of either disadvantaging out-of-state business or benefiting instate industry. *Bacchus Imports*, 468 U.S. at 273 (1984). As the Supreme Court has recognized, these two motivations are practically identical. The Court explained: Virtually every discriminatory statute . . . can be viewed as conferring a benefit on one party and a detriment on the other, in either an absolute or relative sense. The determination of constitutionality does not depend upon whether one focuses upon the benefited or the burdened party. A discrimination claim, by its nature, requires a comparison of the two classifications, and it could always be said that there was no intent to impose a burden on one party, but rather the intent was to confer a benefit on the other. Consequently, it is irrelevant to the Commerce Clause inquiry that the motivation of the legislature was the desire to aid the makers of the locally produced beverage rather than to harm out-of-state producers.

Neither are the case here. The purpose of the proposed ordinance is clearly a humane measure aimed at the dual purpose of ensuring humane sourcing of companion animals and guaranteeing consumer confidence by ensuring that consumers are not purchasing commercially bred companion animals and thereby supporting inhumane commercial breeders, such as puppy mills, and that the worst aspects of physical, genetic and behavioral health issues associated with commercial breeders are reduced or eliminated. The idea behind the statute is not to discriminate against out of state commercial puppy mills but to cut down on all sales commercially sourced

companion animals which is consistent with CAPS mission and national presence.

5. *The Pike v. Bruce Church Balancing Test*

Even if a state law does not discriminate, and therefore does not fall under strict scrutiny, it may nevertheless be invalid under the *Pike v. Bruce Church* balancing test if "the burden imposed on [interstate] commerce is clearly excessive in relation to the putative local benefits." *Pike v. Bruce Church, Inc.*, 397 U.S. 137, 142 (1970). Some deference to state standards is warranted under this test. *Engel*, supra note 47, at 289 (citing *Minnesota v. Clover Leaf Creamery Co.*, 449 U.S. 456, 473 (1981)). Thus, a state or municipality need not show that its legislation was the least-restrictive means it could have used to obtain the local benefits. See *Ferrey*, supra note 2, at 582. However, "the extent of the burden that will be tolerated" and will still "depend on the nature of the local interest involved, and on whether it could be promoted as well with a lesser impact on interstate activities." *Pike*, 397 U.S. at 142. The Supreme Court has continually diminished the application of the *Pike* test. David S. Day, *The "Mature" Rehnquist Court and the Dormant Commerce Clause Doctrine: The Expanded Discrimination Tier*, 52 S.D. L. REV. 1, 47 (2007).

The Harris Act and 'Takings' Claims

1. The Harris Act

We do not believe that a valid cause of action will arise under the Bert Harris Act § 70.001, *et seq.*, Fla. Stat. (2011) (the "Harris Act") in favor of any retail pet store which claims to be affected by the proposed ordinance. Almost all of the reported cases under the Harris Act examined by CAPS dealt with real estate developers, as property owner plaintiffs contesting restrictive municipal zoning regulations, and we were unable to identify a single successful case brought by a retail tenant affected by a non-zoning municipal ordinance. The language of Harris Act would seem to apply almost exclusively to owners or holders of a vested interest in real property and would likely exclude retail tenants as enabled claimants except possibly where the owner of the property also owns the retail store and our research has disclosed no such challenges. Additionally, the proposed ban on the retail sale of most companion animals is not absolute, pet stores typically engage on other proposed

In general, the Harris Act provides for relief, or payment of compensation, when a new law, rule, regulation or ordinance of the state or a political entity in the state "unfairly" affects real property. The language of the Harris Act provides that when a specific action of a government entity has inordinately burdened an existing use of the real property or a vested right to the specific use of real property, the property owner of that real property is entitled to relief. The Harris Act recognizes a remedy for "as applied" challenges but does not allow a remedy for facial challenges. Thus, the mere passage of a general police power ordinance or regulation does not give rise to a Harris Act claim.

The Harris Act provides, in relevant part:

The terms "inordinate burden" or "inordinately burdened" mean that an action of one or more governmental entities has directly restricted or limited the use of real property such that the property owner is permanently unable to attain the reasonable, investment-backed expectation for the existing use of the real property or a vested right to a specific use of the real property with respect to the real property as a whole, or that the property owner is left with existing or vested uses that are unreasonable such that the property owner bears a disproportionate share of a burden imposed for the good of the public, which in fairness should be borne by the public at large. §70.001(3)(c), Fla. Stat.

2. "Inordinate Burden" Cases Under the Harris Act

Reported cases have been encouraging in terms of allowing reasonable municipal ordinances, such as the one under consideration. In order to bring a successful claim under the Harris Act, a claimant must show that the specific action originated from a governmental entity. 2011 Laws of Florida, Chapter 191, Sec 1. (amending FLA. STAT. § 70.001(2)(2010)). The Act defines governmental entity broadly to include any exercise of state authority. 49 FLA. STAT. § 70.001(3)(c) (2010) (defining governmental entity as "an agency of the state, a regional or a local government created by the State Constitution or by general or special act, any county or municipality, or any other entity that independently exercises governmental authority. . . .").

In *Holmes v. Marion County*, 2007 WL 1852123 (Fla. 5th DCA June 29, 2007), the Fifth District Court held that the denial of a three-year extension of a special use permit for a landfill was not an "inordinate burden" under the Harris Act, and is therefore not compensable. *Id.* In *Holmes*, the Petitioners had sought to extend their special land use permit, which allowed them to accept offsite fill for three, but the Marion County Board of County Commissioners denied the application. *Id.* The Petitioners then filed a Harris Act claim against Marion County, claiming million in damages, arguing that even though a time-limited special use permit did not create a "vested right" to continue using their property as a landfill beyond expiration of the permit, the landfill was an "existing use" when the Harris Act became law and claimed that the County was required to automatically re-permit indefinitely to avoid liability under the Harris Act. *Id.* The Court rejected this argument, stating that the issuance of a time limited permit cannot create a reasonable expectation that the specially permitted use will be allowed to continue indefinitely. The only "reasonable, investment-backed expectation" that the Petitioners had was that they could operate their landfill until the expiration of their original permit. Since the denial did not "inordinately burden" the property, as defined under the Harris Act, the District Court affirmed the trial court's decision that the Petitioners did not have a valid claim under the Harris Act.

The substantive standard of determining what constitutes an "inordinate burden" under the Harris Act remains difficult to interpret as little reported case law addresses the term. *City of Jacksonville v. Coffield*, 18 So. 3d 589, 594-95 (Fla. 1st DCA 2009). The Act's definition of "inordinate burden" includes two distinct parts: (1) a direct restriction on a vested or existing right such that the owner of real property is permanently unable to attain the "reasonable, investment-backed expectations." The 2011 Amendment to the Harris Act leaves RIBE undefined but provides the following language: "In determining whether reasonable, investment-backed expectations are inordinately burdened, consideration may be given to the factual circumstances leading to the time elapsed between enactment of the law or regulation and its first application to the subject property." 2011 Laws of Florida, Ch. 191, sec. 1 (amending FLA. STAT. § 70.001(3)(e)(2010)) for the property or (2) an imposition of a disproportionate share of the burden imposed for a public benefit. FLA. STAT. § 70.001(3)(e)(1)(2010).

In general, there are two types of "inordinate burden" under the Harris Act: a claim centered on the inability of the claimant to attain the owner's reasonable, investment-backed expectations for the property; or a vested right to a use of the real property. FLA. STAT. § 70.001(3)(e)1 (2011). Here the proposed ordinance does not attach directly to the real property use which arguably places it outside a Harris Act claim. Next, there are other, higher and better uses for most real properties used as retail pet stores which, *arguendo*, may claim an inordinate burden from the proposed ordinance. It is common knowledge in the pet industry that the profit margin on luxury pet items is higher than on the pets themselves. Thus a retail pet store barred from selling commercially bred companion animals originating in puppy mills or commercial catteries might actually make more of a profit by focusing on luxury goods with a higher 'demand elasticity,' as that term is used in economic analyses, than on the retail sale of companion animals themselves. Indeed, under certain circumstances it may make perfect economic sense for such stores to give away rescued animals for free in return for a projected revenue stream from the new owner/guardian's purchases of pet items such as food, treats, nutriceuticals, accessories and grooming services. Under such a scenario CAPS believes it unlikely that a Harris Act claim may be

successfully prosecuted against the County as a result of the proposed ordinance.

3. Investment-Backed Expectations

The Harris Act does allow a cause of action for governmental actions affecting reasonable, investment-backed expectations that may not rise to the level of a taking under the State Constitution or the United States Constitution. However, in *Holmes v. Marion County*, discussed above, the court indicted that it may be reluctant to find a reasonable, investment-backed expectations claim for extension of conditional use permits and, indeed, such claims may be viewed as speculative in most instances. Beyond *Holmes*, our research discloses a paucity of cases concerning the outer limits of reasonable, investment-backed expectations claims.

4. Disproportionate Share Claims

The Harris Act also contains a provision for a possible "disproportionate share" cause of action, which enables a property owner to bring a claim when it "bears permanently a disproportionate share of a burden imposed for the good of the public, which in fairness should be borne by the public at large." FLA. STAT. § 70.001(3)(e)1(2011). As with our research above, we have uncovered almost no case law which directly holds on this point of law and therefore do not view this as an issue.

5. Restricted or Limited Use Claims

Claims under the Harris Act under a theory of "inordinate burden" require that there be a direct restriction or limitation of land use imposed. Indirect impacts fall on the use of rea property fall outside the scope of the Harris Act. Thus, regulations that indirectly affect use of property, such as financial regulations affecting insurance on buildings, special benefit areas for hazardous or erosion-prone coastal areas, or mandatory bond requirements for coastal construction are not subject to Harris Act claims. Such actions may *indirectly* prevent development by inhibiting financing and thereby decreasing property value. In this context, the proposed ordinance only indirectly effects property use and therefore only possibly and indirectly effect property values.

6. Existing or Vested Use Claims

The proposed ordinance is directed at the act of selling commercially bred animals, not on restrictions on the use of properties via zoning or exclusionary measures directly related to the permitted uses of real property. As a result, a valid Harris Act claim is unlikely to stand. To result in liability under the Harris Act, a governmental entity must regulate in a manner that affects an existing use or a vested right. FLA. STAT. § 70.001(2) (2010). The Harris Act defines two "existing rights:" current and future. 2011 Laws of Florida, Ch. 191, sec. 1 (amending FLA. STAT. §§70.001(3)(b)(1-2)(2010)). 'Current' means the present use or activity, including normally associated inactivity. Future means the reasonably foreseeable, non-speculative land uses, which are suitable for the subject property and compatible with adjacent land uses. *Keshbro, Inc. v. City of Miami,* 801 So.2d 864, 865 (Fla. 2001). A current use claim typically results from regulation prohibiting a claimant's contemporary use of its property. *e.g., Best Diversified,* 936 So. 2d at 59 (citing *Keshbro, Inc. v. City of Miami,* 801 So.2d 864, 865.

Because we view 'current use' claims under the Harris Act is analyzed here as unlikely and impermissible, future use claims will not be examined in any detail. The elements of 'future use' claim involve an affirmative showing of five criteria: (1) reasonably foreseeable, (2) non-speculative, (3) suitable for the subject property, (4) compatible with the surrounding land uses, *and* (5) that the value of the property pre-regulation exceeds that of its post-regulation value.
In one of the few reported cases concerning future use claims, *Citrus County, Florida v. Halls River Development, Inc.*, the plaintiff purchased a property after city officials mistakenly

informed him that he could build single-family residences on the property. *Halls*, 8 So. 3d. at 416. Later, after it became apparent that the property the plaintiff purchased was not eligible for the development the city had said could be built, the city denied the plaintiff the permit necessary to build the homes. The plaintiff filed a Harris Act claim against the city, but the court denied compensation, holding that the lost use was not reasonably foreseeable.

Federal Takings Claims under the 5th Amendment

Apart from Harris Act claims, the United States Supreme Court recognized that the "Fifth Amendment's guarantee that private property shall not be taken for a public use without compensation was designed to bar Government from forcing some people alone to bear public burdens which, in all fairness and justice, should be borne by the public as a whole." *Armstrong et al. v. United States*, 364 U.S. 40, 49 (1960). Similarly, in *Agins v. City of Tiburon*, 447 U.S. 225 (1980), the Court found that judicial decisions under the Fifth Amendment center on the determination "that the public at large, rather than a single owner, must bear the burden of an exercise of state power in the public interest." *Id.* at 260. Furthermore, in *First English Evangelical Lutheran Church v. Los Angeles*, 482 U.S. 304 (1987), the Court determined that the framers designed the Fifth Amendment "to bar Government from forcing some people alone to bear the public burdens which, in fairness and justice, should be borne by the public..." *Id.* at 318-19. Here the proposed ordinance is probably not a 'taking' within the meaning of federal and state jurisprudence as to what may constitute a taking.

Equitable Estoppel Claims

CAPS does not see a valid scenario where an Equitable Estoppel claim may succeed as the result of enactment of the proposed ordinance. Although it is well-settled under Florida law that the doctrine of equitable estoppel may be invoked against a government body under the appropriate circumstances, these circumstances are rare and occur mostly in the context of contested zoning changes. See *Dolphin Outdoor Advertising v. Department of Transportation*, 582 So.2d 709 (Fla. 1st DCA 1991); *Reed Creek Improvement District v. State Department of Environmental Regulation*, 486 So.2d 642 (Fla. 1st DCA 1986) (cite taken from Lyon v. Lake County, 765 So.2d 785 (5th DCA 2000). The Court in *Citrus County v. Halls River Development, Inc.*, 8 So.3rd 413 (5th DCA 2009) stated "and, most importantly, the doctrine of estoppel does not generally apply to transactions that are forbidden by law or [which are] contrary to public policy." Here the public policy objective behind the proposed ordinance is to prevent abusive and fraudulent sales transactions involving companion animals which contravene animal welfare imperatives in the supply chain for the breeding and sale of companion animals and minimizing consumer fraud as outlined above.

Further, the use of equitable estopped to interdict such government action is a doctrine which should be only cautiously invoked. *City of Parkland v. Septimus*, 428 So.2d 681 (4th DCA 1983). As the court said in *Jones v. First Virginia Manufacturing and Real Estate, Inc.*, 399 So.2d 1068 (Fla. 2nd DCA 1981), "It is true that sometimes the harsh consequences of an exercise of police power can be avoided by application of the doctrine of equitable estoppel, but the conditions which will trigger such relief are tightly circumscribed, unless an 'unwise restraint [be placed] upon the police power of the government.'" Though the pet industry may be displeased and characterize the proposed ordinance as harsh, we believe it is a legitimate exercise of democratic values in crafting a responsible public policy directed at the legitimate interests of promoting and ensuring animal welfare and the elimination of consumer fraud and is therefore not subject to attack under a theory of Equitable Estoppel. Under the existing laws allowing the retail sale of commercially bred companion animals, animal welfare issues and violations are endemic and consumer fraud is pervasive, with the burden of both falling on the two most vulnerable classes:

the animals and the consumers. Thus, without state regulation in the form of the proposed ordinance, abusive practices will continue to victimize the animals and consumers of Sarasota.

Conclusion

Local ordinances prohibiting the retail sale of companion animals even more restrictive than the proposed retail pet store ordinance have been enacted in Los Angeles, Calif., San Diego, Calif.,West Hollywood, Calif., Irvine, Calif., Glendale, Calif; Austin, Texas, Phoeniz, Ariz., Albuquerque, N.M., Toronto, Ontario, and many other municipalities. Sarasota is entitled to have one, as well. The entirely manufactured objections of the PIJAC are implausible and present no reasoned basis for delaying passage of the proposed ordinance because of claimed Commerce Clause violations. The proposed ordinance accomplishes the legitimate local legislative purpose stated in the most direct and evenhanded manner possible and in a manner which does not unduly burden interstate commerce. The manner of such interstate commerce will, however, change for the better as the sale of companion animals obtained from non for profit animal rescue societies will be allowed in Sarasota under the proposed ordinance. CAPS commends the Board on considering and voting on this important piece of legislation and lends it full support to its passage.

The proposed ordinance restricting retail pert sales (the "ordinance") is a valid exercise of Sarasota's police power to legislate to protect the public health, safety and welfare of its citizens. It does not violate the Commerce Clause because (1) it is not discriminatory facially nor in-effect and (2) the benefits of the law outweigh the burdens. On its face and in-effect, the proposed ordinance regulates evenhandedly. The ordinance subjects all Sarasota merchants to the restrictions on retail pet sales in a manner which benefits all Sarasotans. Furthermore, the statute creates no barriers to incoming interstate which are not placed equally on local or in-state puppy vendors. Therefore, the proposed ordinance is not subject to strict scrutiny.

Since the statute evenhandedly regulates, it should be analyzed under the balancing test set forth in the leading case of *Pike v. Bruce Church, Inc.*, 397 U.S. 137, 142 (1970). Under *Pike v. Bruce Church*, the proposed ordinance does not violate the commerce clause because the incidental burdens produced by the statute are not "clearly excessive in relation to the putative local benefits." *Id.* The County has, in effect, already applied the *Pike* test in the following manner: First, the County has weighed the benefits of the proposed ordinance against the burdens, as *Pike* requires. The County has determined that the resulting public purpose in reducing animals surrendered to municipal shelters and subsequent economic cost of same, as well as reducing the sale of puppies sourced from inhumane puppy mills, backyard breeders and other places with low or unverifiable standards of care outweighs any inconvenience to animal merchants. Second, the County has considered whether other less discriminatory means exist to meet this goal and found them to be impracticable for achieving the purpose intended.

Likewise we do not believe that enactment of the proposed ordinance will serve as the basis for a valid Harris Act claim by either Sarasota pet stores or out of state commercial breeders.

The proposed ordinance serves a legitimate public purpose for the following reasons: by protecting companion animals from inhumane conditions, cruelty, abuse, and neglect in the facilities in which they are bred and brokered, as well as in transport; by protecting consumers from purchasing companion animals with associated diseases and behavioral conditions; by affirmatively providing consumers with an assurance that the companion animals they purchase in Sarasota will provide a more positive environmental and animal welfare impact. In contrast, the *de minimis* burden the statute places on pet stores and out of state sources to source companion animals from an unlimited and less expensive supply of animals not bred and raised at puppy mills is not clearly excessive in relation to the local benefit furthered by the statute.

Based upon the foregoing analysis, we are confident that the proposed ordinance does not run

afoul of the Commerce Clause and serves and important public purpose in a reasonable and not unduly oppressive manner. The Companion Animal Protection Society urges the Board to pass the proposed ordinance.

Very truly yours,

John T. Maher
General Counsel

I am not admitted to practice law in the State of Florida and therefore may not offer this letter as legal advice for reliance by either CAPS of the County of Sarasota. The information presented here is for discussion only.

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I. Introduction

The City of Plantation, Florida is considering joining the ever-growing list of municipalities that are limiting the retail sale of commercially bred dogs, with the goal of protecting consumers, reducing pet euthanasia rates, and combating the many ills associated with inhumane commercial breeding facilities commonly known as "puppy mills." *See* Ordinance No. ___ (Attachment 1) ("Ordinance"). After the Ordinance was introduced, the owners of a Petland store located in Plantation, through their attorneys, sent a Memorandum of Law ("Memo") to the City of Plantation ("the City"), threatening to bring suit in federal court to enjoin enforcement of the Ordinance should it pass.

In the Memo, Petland alleges that the Ordinance is unconstitutional because it violates the "dormant" Commerce Clause and Due Process Clause of the United States Constitution, and would unlawfully infringe upon the pet store's "vested rights" were the City to attempt to enforce the law against Petland. However, as discussed below, the facts and relevant case law demonstrate that Petland's arguments are wrong on all counts.

II. Petland's Dormant Commerce Clause Argument Is Misplaced.

The dormant Commerce Clause, derived from Article 1, Section 8 of the U. S. Constitution, "prohibits economic protectionism—that is, regulatory measures designed to benefit in-state interests by burdening out-of-state competitors." *Fresenius Medical Care Holdings, Inc. v. Tucker,* 704 F.3d 935, 942 (11th Cir. 2013) (citation omitted). The crux of Petland's dormant Commerce Clause argument is that the "Ordinance prohibits out-of-state breeders from selling their animals to retail pet stores within [Plantation] while permitting local breeders within [Plantation] to sell their animals to those same retail pet stores." Memo at p. 3. However, Petland's interpretation of the Ordinance is severely flawed as the law does no such thing. A plain reading of the Ordinance indicates that Plantation pet shops would be prohibited from sourcing dogs from *any* breeder—regardless of whether the breeder is located in Plantation, Miami or Missouri. *See* Ordinance at §4-31 (prohibiting pet shops from "engag[ing] in the retail sale of dogs or cats in the City," with limited exemptions not applicable to the sale of any commercially bred animals from a pet shop). Therefore, the Ordinance is not facially discriminatory and would be "struck down only if 'the burden imposed on [interstate] commerce is clearly excessive in relation to the putative local benefits'" that it serves. *Locke v. Shore,* 634 F.3d 1185, 1192 (11th Cir. 2011) (quoting *Pike v. Bruce Church, Inc.*, 397 U.S. 137, 142 (1970).

Although Petland offered no further argument as to how or why the Ordinance impermissibly burdens interstate commerce, any such argument would likely fail in any event, because the Ordinance's burdens, if any, are minimal compared to the clear local benefits of the law and the important interests it serves. Indeed, in light of the complete inaccuracy of Petland's contention related to local breeders being allowed to sell through pet shops, Petland identifies no actual comparable disadvantage to out-of-city breeders at all. Moreover, the City undoubtedly has a legitimate, local interest in preventing cruel treatment of animals and fostering a humane environment for its citizens. See, e.g., *United States v. Stevens*, 559 U.S. 460, 469 (2010) ("[T]he prohibition of animal cruelty itself has a long history in American law, starting with the early settlement of the Colonies."). The Ordinance identifies this benefit explicitly. Ordinance, at p.1 ("WHEREAS, the City Council believes that restricting the retail sale of dogs and cats in pet shops in the City will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the City"). Similarly, the Ordinance is designed to protect local consumers against the costly veterinary bills and distress associated with purchasing a puppy mill puppy from a pet store. *Id.* (animals purchased from pet stores "often face an array of health problems including communicable diseases or genetic disorders that present immediately after sale or that do not surface until several years later, all of which lead to costly veterinary bills and distress to consumers.") Lastly, the Ordinance is intended to address the very real local concerns of pet overpopulation and euthanasia by allowing shelters and rescues to adopt out dogs in connection with pet shops. With such overwhelming benefits and little to no identified burden on interstate commerce, there is no basis for Petland's argument that the Ordinance violates the dormant Commerce Clause.

III. The Ordinance is not impermissibly vague.

Petland's "void-for-vagueness" argument would also fail in a legal challenge to the Ordinance. Petland asserts in the Memo that the Ordinance is unconstitutionally vague for only one reason: the law does not define the term "puppy mill." Memo at p. 5. Despite Petland's claim that the term is "extensively referenced throughout the proposed Ordinance," *id.*, "puppy mill" actually appears only twice—each time in a "WHEREAS" clause which, upon final adoption of the Ordinance, "shall serve as its *legislative history*." Ordinance, Sec. 1, p. 2 (emphasis added). While "puppy mill" is in fact readily capable of being defined, *see e.g. Avenson v. Zegart*, 577 F.Supp. 958, 960 (D. Minn. 1984) ("A 'puppy mill' is a dog

breeding operation in which the health of the dogs is disregarded in order to maintain a low overhead and maximize profits."), in this case it is irrelevant to the constitutionality of the law, because neither of the paragraphs in which the term appears "requires or forbids conduct." *Samples v. Florida Birth-Related Neurological Injury Comp. Ass'n*, 114 So.3d 912, 920 (Fla., 2013) (parental award provision of challenged law which provided discretion to Administrative Law Judges not impermissibly vague because provision did not mandate or prohibit conduct on part of plaintiff); *see also Grayned v. City of Rockford*, 408 U.S. 104, 108 (1972) ("It is a basic principle of due process that an enactment is void for vagueness *if its prohibitions* are not clearly defined.") (emphasis added). Therefore, application of the void-for-vagueness doctrine is "wholly unwarranted" in this context. *Samples*, 114 So.3d at 920.

IV. Petland does not possess "vested rights" which would enable it to violate the Ordinance.

In its last argument, relying primarily on one case, *Coral Springs Street Systems, Inc. v. City of Sunrise*, 371 F.3d 1320 (11th Cir. 2004) (applying state law), Petland contends that it has "vested rights to exempt it from having to comply with" the Ordinance. Memo at p. 7. Once again, Petland grossly misconstrues the relevant case law. Thus, although Petland argues that it has "invested significant amounts of money in its operations which includes...obtaining the necessary permits and licenses to conduct its business," *id*, Petland does not contend that the Ordinance would deprive it of those permits and licenses. Nor could it so argue, as the Ordinance would do no such thing. Therefore, despite repeatedly citing *Coral Springs* for the proposition that the Ordinance infringes upon Petland's vested rights, it is clear from that case that such a claim could only arise were the store's permits removed upon adoption of the Ordinance. *See id.* ("The Florida courts have made it abundantly clear that when a property owner incurs a substantial investment of time or money in reasonable reliance on existing laws and with no reason to know that the laws are likely to change, he may acquire a vested right *in a building permit.*")(emphasis added).[1]

Conclusion

[1] Indeed, Petland was likely acutely aware that its argument was meritless as it included this quotation in the Memo, yet deleted the key words, "building permit". Memo at p. 6.

Petland is plainly against the City enacting the Ordinance. However, the store's disapproval alone is insufficient to create a viable legal challenge, constitutional or otherwise. As the Memo has not raised a legitimate legal argument against passage of the Ordinance, the City Council should not be intimidated by Petland's threats of legal action.

MEMORANDUM OF LAW ON ORDINANCE NO. [ ]-14
RE: CITY OF PLANTATION

I: INTRODUCTION

Petland, Inc. has been the retail pet industry leader in the area of animal care with ongoing staff training programs, in-store animal husbandry systems and community service programs aimed at placing homeless pets and curbing pet overpopulation in the community. Petland, Inc.'s puppies each come with a three year warranty.

Robert and Victoria Siegel ("Siegels") have been the owners of Petland Davie Store ("PD") for approximately eight years, and recently became the owners of Petland Plantation Store ("PP"), signing a five year lease, PP is located at The Fountains in Plantation. Prior to opening PP, The Siegels had to: (1) spend over a year building PP; (2) invest a significant amount of money into PP; and (3) receive approval for licenses and permits through a special assessment.

PP employs approximately a total of thirty (30) employees between PP and PD. The Siegels and their employees take pride in matching the right puppies with the right customer. The Siegels have invested a significant amount of time, labor, and money to ensure that the breeders from which they purchase their puppies meet or exceed the pet store industry standards of health, safety, and care. It should be noted that over the last eight years PD has placed over five-thousand puppies with satisfied customers in happy and healthy homes. The Siegels seek to bring that same standard of excellence, professionalism, and care to the City of Plantation through PP. The retail pet store industry is the Siegels' passion, and their experience, knowledge, and reputation in the industry has proven to be invaluable assets to both the Davie and Plantation communities.

The City of Plantation ("CITY") has drafted Ordinance No. _____ -14 ("Ordinance") and proposed it to the City Commissioners for a first reading. However, the proposed Ordinance is unconstitutional on its face pursuant to both the "void-for-vagueness" doctrine and the Commerce Clause of the United States Constitution. The proposed Ordinance, if enacted, would also be unconstitutional as applied to PP pursuant to the "vested rights" doctrine. If the CITY enacts the proposed Ordinance, then PP would immediately file a declaratory action in federal court asking the district court to declare the Ordinance unconstitutional, and for a temporary injunction enjoining the CITY from enforcing the Ordinance against PP.

II: LEGAL ARGUMENT

A. The proposed Ordinance is unconstitutional on its face because it unlawfully discriminates against interstate commerce, thereby violating the Commerce Clause of the United States Constitution.

The Commerce Clause, embodied in Article I, Section 8 of the United States Constitution, provides that "[t]he Congress shall have Power ... [t]o regulate Commerce ... among the several States...." *Id.* It is settled law that Article I, Section 8 of the United States Constitution "limits the powers of the States to erect barriers against interstate trade." *Lewis v. BT Investment Managers, Inc.*, 447 U.S. 27, 35 (1980). "It is long established that, while a literal reading evinces a grant of power to Congress, the Commerce Clause also directly limits the power of the States to discriminate against interstate commerce." *Wyoming v. Oklahoma*, 502 U.S. 437, 454 (1992). "This 'negative' aspect of the Commerce Clause prohibits economic protectionism- that is, regulatory measures designed to benefit in-state economic interests by burdening out-of-state competitors." *Id.* "When a state statute clearly discriminates against interstate commerce, it will be struck down, unless the discrimination is demonstrably justified by a valid factor unrelated to economic protectionism." *Id.* In essence, "when the state statute

amounts to simple economic protectionism, a 'virtually *per se* rule of invalidity has applied.'" *Id.* (quoting *Philadelphia v. New York,* 437 U.S. 617, 624 (1978).

The proposed Ordinance violates the Commerce Clause because it unlawfully discriminates against interstate commerce. The ordinance unconstitutionally discriminates against interstate commerce by permitting retail pet stores to sell animals from animal shelters and animal rescues (as defined by the Ordinance) while prohibiting those same retail pet stores from purchasing animals from out-of-state breeders. See *Pike v. Bruce Church, Inc.*, 397 U.S. 137, 45 (1970). Stated differently, the proposed Ordinance prohibits out-of-state breeders from selling their animals to retail pet stores within the CITY while permitting local breeders within the CITY to sell their animals to those same retail pet stores. The proposed Ordinance unconstitutionally favors local "economic protectionism," thereby violating the Commerce Clause. See *Philadelphia v. New York,* 437 U.S. 617, 624 (1978).

An alternative course of action which the CITY should take is to re-draft the proposed Ordinance in a manner which protects the local economic interests of the CITY without unlawfully burdening interstate commerce. For example, the CITY could draft a proposed ordinance which would require that all retail pet stores certify that each commercial breeder from which the retail pet stores purchase its puppies meets specified, qualitative or quantitative breeding standards. This, in turn, would allow the CITY to ensure that all animals are the product of humane breeding, and would also likely ensure that the proposed ordinance would comply with the Commerce Clause. See *Winkler v. Colorado Dep't of Health,* 193 Colo. 170, 175 (1977). In *Winkler*, the Colorado Supreme Court upheld a law prohibiting the importation of pets for resale from breeders which did not meet Colorado's standards, even if they were in compliance witch the law of the state in which the breeding occurred. *Id.* The Colorado

Supreme Court further held that Colorado was able to attain its goal of healthy animals while minimizing the effect on interstate commerce because all sales of pets in Colorado were subject to the same standards. *Id.* However, as argued above, the ordinance unconstitutionally discriminates against interstate commerce by permitting retail pet stores to sell animals from animal shelters and animal rescues (as defined by the Ordinance) while prohibiting those same retail pet stores from purchasing animals from out-of-state breeders. The proposed Ordinance unconstitutionally "creates a favored local market," thereby violating the Commerce Clause of the United States Constitution. *Id.* See *Philadelphia*, 437 U.S. at 624.

B. The proposed Ordinance is unconstitutional on its face pursuant to the void-for-vagueness doctrine.

"Municipal ordinances are subject to the same rules of construction as are state statutes." *Rinker Materials Corporation v. City of North Miami*, 286 So.2d 552, 553 (Fla. 1973). In addition, "courts generally may not insert words or phrases in municipal ordinances in order to express intentions which do not appear, unless it is clear that the omission was inadvertent, and must give to a statute (or ordinance) the plain and ordinary meaning of the words employed by the legislative body..." *Id.* at 553-54. Furthermore, ordinances and statutes which are vague, ambiguous, or overly broad are unconstitutional as a matter of law. *Miami Dolphins, LTD v. Metropolitan Dade County,* 394 So.2d 981, 987 (Fla. 1981).

The "void-for-vagueness doctrine flows from the Due Process Clause of the United States Constitution and 'bars enforcement of a statute which either forbids or requires the doing of an act in terms so vague that men of common intelligence must necessarily guess at its meaning and differ as to its application.'" *Samples v. Florida Birth-Related Neurological Injury Compensation Association*, 114 So.3d 912, 919-20 (Fla. 2013) (quoting *United States v. Lanier*, 520 U.S. 259, 266 (1997)). In essence, this doctrine is designed "to protect individuals from

arbitrary and discriminatory application of the law by ensuring that all laws clearly notify the public of the specific conduct required or forbidden." *Id.* at 920. "'The objection to vagueness is two-fold: inadequate guidance to the individual whose conduct is regulated, and inadequate guidance to the triers of fact.'" *City of West Palm Beach v. Chatman*, 112 So.3d 723, 728 (Fla. 4th DCA 2013) (quoting *Bouie v. City of Columbia*, 378 U.S. 347, 353 (1964)).

Pursuant to the authority cited *surpa,* the proposed Ordinance is vague, because it fails to define a "puppy mill". There is no legal definition for what constitutes a "puppy mill". Although the phrase "puppy mills" is extensively referenced throughout the proposed Ordinance, the CITY fails to define what constitutes a "puppy mill." The Humane Society of the United States ("HSUS"), The United States Department of Agriculture ("USDA"), and thousands of different breeders nationwide presumably all have varying definitions of what constitutes a "puppy mill". Since there are different and conflicting definitions on what constitutes a "puppy mill", the proposed Ordinance implicitly requires the public to "guess at its meaning and differ as to its application.'" See *Samples v. Florida Birth-Related Neurological Injury Compensation Association*, 114 So.3d 912, 919-20 (Fla. 2013) (quoting *United States v. Lanier*, 520 U.S. 259, 266 (1997)). Thus, if the CITY enacts the proposed Ordinance, then the CITY would be violating the Due Process Clause of the United States Constitution, as a matter of law. *United States v. Lanier*, 520 U.S. 259, 266 (1997).

C. The proposed Ordinance, if enacted, would be unconstitutional as applied to PP because PP has "vested rights" to continue conducting its business in the City of Plantation.

"'A vested right' has been defined as 'a right that so completely and definitely belongs to a person that it cannot be impaired or taken away without the person's consent.'" *Coral Springs Street Systems, Inc. v. City of Sunrise*, 371 F.3d 1320, 1333 (11th Cir.2004) (quoting *Black's Law Dictionary* (7th ed.1999)). "As the Supreme Court has said, 'property interests, of

course, are not created by the Constitution. Rather, they are created and their dimensions are defined by existing rules or understandings that stem from an independent source such as state law- rules or understandings that secure certain benefits and that support claims of entitlement to those benefits.'" *Id.* (quoting *Board of Regents v. Roth*, 408 U.S. 564, 577 (1972)). Most importantly, the Eleventh Circuit Court of Appeals in *Coral Springs Street Systems, Inc.* noted that:

> "A review of Florida's case law suggests little distinction among the rights enjoyed by applicants for construction permits, those enjoyed by applicants for sign permits, and those enjoyed by applicants for liquor licenses. **The cases cite each other as if the relevant entitlements were more or less interchangeable, which suggests that the same case law as to vested rights applies equally to all." (emphasis added).**
>
> *Coral Springs Street Systems, Inc.* 371 F.3d at 1333.

Vested rights are created in two ways. "The first and more common way a vested right is created occurs when a party has reasonably and detrimentally relied on existing law, creating the conditions of equitable estoppel." *Coral Springs Street Systems, Inc.* 371 F.3d at 1333. Second, "a vested right may be created in the absence of a showing of detrimental reliance when the defendant municipality has acted in a clear display of bad faith." *Id.* "The Florida Courts have made it abundantly clear that when a property owner incurs a substantial investment of time and money in reasonable reliance on existing laws and with no reason to know that the laws are likely to change, he may acquire a vested right..." *Id.*

Thus, "under Florida law, the doctrine of equitable estoppel may be invoked against a local government 'when a property owner (1) in good faith (2) upon some act or omission of the government (3) has made such a substantial change in position or has incurred such extensive obligations and expenses that it would be highly inequitable and just to destroy the right he

acquired.'" *Coral Springs Street Systems, Inc.* 371 F.3d at 1333. (quoting *City of Hollywood v. Hollywood Beach Hotel Co.*, 283 So.2d 867, 869 (Fla. 4th DCA 1973)).

Pursuant to the principles of law articulated *supra,* if the CITY proceeds to enact the proposed Ordinance, then PP will have vested rights to exempt it from having to comply with the proposed Ordinance because: (1) PP has invested significant amounts of money in its operations which includes: (a) obtaining the necessary permits and licenses to conduct its business; (b) researching breeders and keeping its puppies in sanitary, high quality conditions until those puppies are sold to PP's customers, who again are mostly residents of the CITY; and (c) marketing and advertising its business; and (2) PP relied on existing local and state law at the time it began conducting its business years ago with no reason to know that years later, a radical group of "canine crusaders" would wrongfully seek to put PP out of business by providing the CITY with either exaggerated, incomplete, or inaccurate information about PP and the breeders from which PP purchases its puppies. See *Coral Springs Street Systems, Inc.* 371 F.3d at 1333. In the event that the CITY proceeds to enact the proposed Ordinance, PP will immediately file a declaratory action against the CITY seeking an injunction to enjoin the CITY from enforcing the proposed Ordinance against PP. Courts in other jurisdictions overseeing cases involving nearly identical fact patterns and legal issues have already issued preliminary injunctions in favor of pet store owners enjoining municipalities from enforcing such ordinances. A copy of one of these preliminary injunctions already issued is attached hereto as **Exhibit "1"**.

III: CONCLUSION

The proposed Ordinance is unconstitutional on its face pursuant to the "void-for-vagueness" doctrine and the Commerce Clause of the United States Constitution. Also, if the CITY proceeds to enact the proposed Ordinance, then PP would file a declaratory action against

the CITY in federal court, asking the district court to declare the Ordinance unconstitutional, and for a preliminary injunction enjoining the CITY from enforcing the Ordinance against PP.

Respectfully Submitted,

Alexander D. Varkas III
Robert A. Sweetapple

On Robert and Vicki Siegel from Petland Plantation

Dear Mayor and Council members,

I'm unsure where to begin of my disappointment at the first reading vote on April 9th, for the ban of the sale of pets in Plantation. We understand that you don't have any idea the long hours we work or that we haven't had a vacation in almost 4 years nor the responsibility we shoulder in the work we do. We are not ashamed of the work we do, we are proud to be able to place beautiful puppies into beautiful families and we are thanked almost daily from our current and past customers. We have had the honor of donating 3 puppies over the years to "Make A Wish" and have included all of the supplies, all of the training and veterinarian etc for a comprehensive complete package with everything that child needs with his/her wish. We work with a great and compassionate team of other franchisees and our corporate support to bring the bar to the highest possible level in the industry. I meant what I said at the council meeting, we are part of the solution and not part of the problem and have been an intregal part of closing down almost 2000 sub standard breeding operations. This in and of itself should help you to understand that taking Petland out of the equation is a very bad business move.

The USDA has on many occassions asked advice from our breeder division head Brian Winslow because our standards are even higher than those of the USDA. If this council is unhappy with the regulations of the USDA or with the efforts that they put forth, how would that make it a petstore's problem to correct? Everyone is entitled to their moral opinion on the subject and it was noticable to myself, my husband and my constituents, that the Mayor is opposed to our Petland in Plantation, it was clear on her face and her words throughout the meeting. It's not constitutional to write any one person's morality into the law of the city they represent, it's unfair to say that what we do for a living is immoral therefore we can't do it anymore. It is a perfectly legal business, and again one we are proud to have been a part of improving. The ordinance states that your council members believe "puppy mills" exist because of public demand and that pet shops exist? Where are the facts that if pet shops were no longer that public demand would cease or that "puppy mills" would no longer exist? City council also believes that stopping the sale of cats and dogs will promote community awareness of animal welfare and foster a more humane environment. Where are the facts to support community awareness of animal welfare should your ordinance put Petland out of business? Does Plantation lack a humane environment? It is our hope that once the council members have the facts on the industry we can change your thoughts on this subject. Our breeders are governed by the state in which they reside, the federal government inspects kennels as well, the AKC inspects anywhere from 500-700 kennels a year and our corporate team is constantly traveling throughout the midwest doing the same. Florida has the most extensive lemon law of any of the states and every puppy goes home with a Certificate of Veterinary inspection. Even with all these efforts, we realize it's not perfect but the continued efforts have brought about great strides in the right direction. It would not be prudent to make a decision that would cost people their jobs when they have done nothing wrong.

We at Petland have a year of free vet visits where our customers do not pay the walk in fee and once at our vet, they are offered a dramatically reduced first year package to include spay and neuter. We send all our puppies home with the microchip registered into the customers name before they leave which is good for the life of the puppy, no yearly fees or transfer fees etc. We are listed as a backup contact which is how we know there are no Petland puppies in shelters. We offer a free training class every saturday which goes over potty training and play biting, our trainer answers any questions our customer has and most customers have many. This saturday class is a follow up to the extensive instructions we give on these same subjects at the time of purchase but realize it's a lot to take in at one time. All our puppies go home with a crate, 3 training toys and 4 treats, the food the puppy is already eating, shampoo and a snuggle buddy with a heartbeat and warmth to mimick a littermate. We do all this for the puppy and the customer so that a smooth transition from our store to their home makes for easy

acclimation to their new environment as well as to ensure that none of our puppies end up in a shelter. We have a Lifetime replacement program in place should a customer choose to remain on our program which is very easy to do and for those customers who choose not to take advantage of that program, all our puppies have a 3 year hereditary and congenital warranty. We are currently in the process of adding obedience training to our already extensive list of goods and services offered with each puppy that we sell, as we are always striving to be better.

I would like you to take a minute to think about what life would be like to close ALL petshops throughout the United States. How many jobs would be lost throughout the entire nation? Petshop employees, breeders, veterinarians, trainers, groomers as well as large chain operations unable to have enough customers to sell their goods and services to. There is currently more than 300,000 imported puppies from other countries according to the NAIA (National Animal Industry Alliance) that are from uninspected places and most are unvaccinated, would that number increase even higher to meet public demand? Would the Humane Societies and rescues turn into the next pet stores? How many breeders would then go uninspected and start selling their puppies via online and shipping straight to the end consumer? Would those breeders have any regulations, because right now there is none, no inspections and no protection for the breeding parents. Where would the choice for the consumer go? What training, veterinary or goods and services be afforded these new puppy owners when they arrived at the airport to pick their new family member up? Since they would be unable to meet the puppy first, what if there wasn't any connection and they didn't like the personality? If someone was unsure of what breed they wanted and wanted to play with several different breeds, how would they go about doing that? Would the good breeders be able to sell enough puppies to stay in business or would only the part time and horrific breeders be left to supply the publics demands? What warranties would be afforded the customer if the pet was not in great health? Would consumers need to drive to the midwest to pick up their new puppy or would people just start backyard breeding all over towns throughout the nation without knowing what they were doing? Who would start inspecting those backyard breeders? (There are many unsightly situations of this in Southwest Ranches, and all throughout Miami already). What other rights would we then lose, the right to eat meat, drink or eat dairy? I cannot reiterate enough how I feel taking Petland out of the equation would hurt the industry, as pet stores are the reason for the state and federal inspections in the first place.

*Lazarow has been taking this ban from town to town telling her same story of her puppy that she bought 10 years ago at Puppy Palace. Does anyone from Plantation know what the illness is? Well, we have a rat terrier who is 12 years old purchased from that same store and he has never had a sick day in his life. We could tell you thousands of happy stories but what surprises me is that her one story so many years ago seems to hold more weight than our excellent reputation and diligence the past 8 years. HSUS, which is not a government agency as their name attempts to confuse, is a lobbying group and has been under investigation many times as they give less than 1% of the hundreds of millions collected yearly to help any animals. Their pension funds and their attorneys however are very well funded. Your ordinance states that the Humane Society of the United State believes that most of the puppies sold are unhealthy and not genetically sound which is not only a lie but does not have any facts to base this on. If we sold unhealthy pets we would not offer a three year warranty and would be out of business long ago at our Davie location. Broward Humane Society collected over 7 million last year from donations and selling puppies, yet they paid no taxes and the CEO made $210,000 himself. Most of the puppies at the humane societies are the importations I spoke of earlier as well as backyard breeders that this ordinance is pushing for more of. Many rescues are actually horders who do not take good care of the pets in their possession and refuse to adopt any of their animals as no one is good enough? Pictures used by PETA and the like are almost all from ten, twenty and even some thirty years ago. Much of the material distributed by the activists is outdated and not a good source of information.

Our government, our USDA that inspects the food we eat, is a reputable source of information. Do not let Lazarow tell you that they don't inspect the breeders properly, that is not true at all as most inspections average 4 hours. There are 19 inspectors in the state of Missouri alone, no one is overloaded with cases as the activists would like you to believe. Lazarow also held up a huge stack of papers and said that those were inspection reports from one of my breeders Lorilee Thomas, again another misrepresentation as I have supplied Lorilee's inspection reports for you to see for yourself. Lazarow stated that you would not need a governing body to hold our store accountable that she would do it herself, who is SHE to govern OUR business? She has some notion that taking puppy stores away would stop sub standard breeders which is a total fallacy. The truth is that sub standard breeders would thrive, the puppy industry would become a "black market" with backyard uninspected breeders filling up the shelters with unregistered and unvetted litters, jobs would be lost throughout the county and tax revenue and accountability would be lost.

I need to ask again, "Why did you welcome our Petland into the city of Plantation"? We surely don't feel welcomed, we were not informed of this ban coming to the city until 2 days before the first reading and stumbled upon it by accident. Why would you not inform your own town's business that an ordinance has come up on an agenda that would put your new business out of business? We specifically asked prior to starting construction and signing our lease if a ban would be coming to this city and were told no. Since we sell puppies, we needed to go through what your town calls a "special assessment" which the townspeople agreed to allow our business. I'm truly just so confused by this and what should be a joyous time for us has turned quite sour after last weeks meeting. We bring jobs and money into this city, we match puppies with families, we are a happy and caring place with great pet counselors and kennel techs that receive constant training.

We look forward to our attorney, Petland's president Joe Watson working together with your city attorney to construct a better written ordinance to benefit all. We would hope that a decision would not be made while the Arizona injunction, the Sarasota year long tabling and the town of Davie undecided in what is best are still all undetermined. Yes, Chicago passed a first reading but there were many politics involved behind the scenes, as well as the city earns $60 for every shelter dog sold. Their attorney was not present at the time of the vote and it is not yet over with in the windy city. Many towns that have passed this ordinance did not have puppy stores in them, there was no resistance nor consumer's rights protected.

We are here to answer any questions you may have, we hope you take the time to read the booklets that were dropped off and now have a better understanding of what impact your decision will have on our business and the rights of the people in Plantation and surrounding towns.

Sincerely,
Robert & Victoria Siegel
Petland Plantation & Davie
Davie residents

5/6/14

Ms. Bendekovic

Dear Council Members,

After several attempts to reach out via email and phone calls, there are still 2 members that have not responded that they have received the memorandum from our attorney nor my forwarding the memorandum last week. I am delivering hard copies to those two members as well as some new developments that my help to make your decision about this pet ban.

As most of you are aware of, we, Bob & Vicki Siegel have been fighting this same type of ordinance in Davie. The Davie council members have all been very receptive to speak with my husband and myself to better understand both sides of this argument and have refused to take the activists side on face value without facts. Once the facts were presented, the town of Davie has decided to remove the ordinance and actually apologized for causing such angst.

Your ordinance states that large chains operate just fine with selling their dry goods. Let me alert you to the fact that Petco and Petsmart are both against these bans throughout the country. In our industry it is well known that "live" drives "dry" and the customer that these large chains cater to is the store bought puppies as many rescue customers shop at Walmart and the grocery store for their dogs needs.

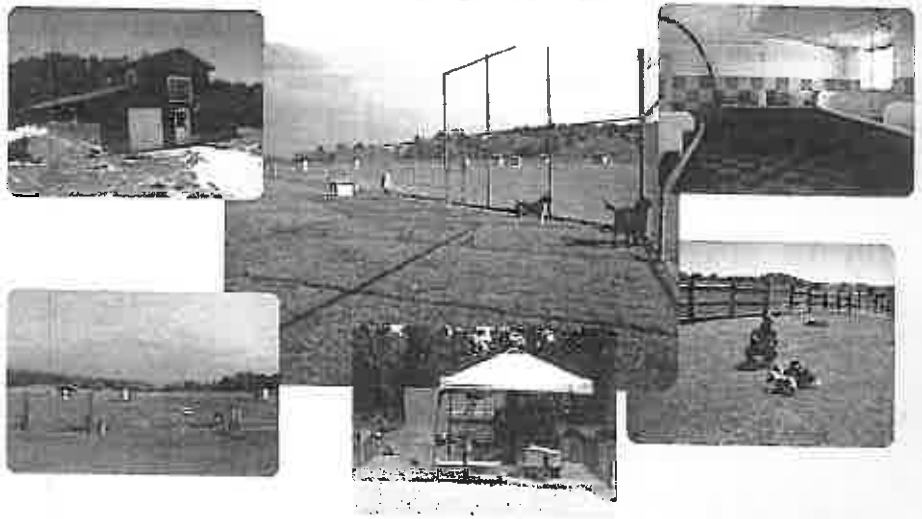
The Broward Humane Society states on it's website that they can house 300 dogs and cats, they are 33,000 square feet and have placed nearly 9,000 animals last year. They had 15,000 patrons visit their location last year alone. That is 750 dogs and cats placed on average per month! Where are those animals coming from? Backyard breeding? Columbia or Puerto Rico? They collected 7 ½ Million in 2012 tax free and allowed volunteers instead of paying workers. Is this the model you would like my Petland to change into as it seems they are doing it very well.

You feel that you are in good company with the Chicago ban but let me point out that 4 of the last 7 Governors have been imprisoned, and Chicago has been known as the most corrupt politics in the country. The corrupt HSUS has joined together with their lobbying and payoffs which does not do justice to the citizens of their city. I don't see this as good company nor good politics, this seems like a lose lose especially for the animals.

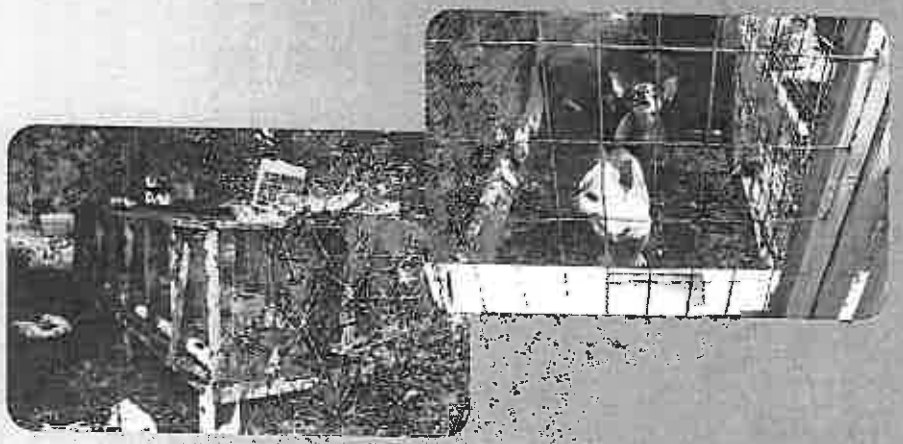
I have included a flyer to help you understand that Petland is part of the solution and not part of the problem as it spells it out very clearly.

Respectfully,
Robert & Victoria Siegel

Commercial Breeders ARE NOT Puppy Mills



- USDA licensed and inspected - MANDATORY
- State licensed where required and often AKC inspected
- Subject to Animal Welfare Act
- Mandatory animal identification
- Mandatory record keeping of Veterinarian visits, health checks, vaccinations and kennel protocols
- Mandatory documentation of pet history
- Mandatory housing covering soundness of construction, ventilation, temperature, adequate size, flooring, walls and safe surfaces
- Mandatory exercise, feeding, watering and sanitized environment
- There are approximately 1,900 licensed, regulated breeders in the United States
- Properly trained staff



- Unlicensed and uninspected
- Not a legal operation
- Very little if any accurate breed record
- No Veterinarian care
- Poor housing
- Poor sanitation
- Horrific conditions, dogs exposed to elements, no exercise nor socialization
- Little to no staff and not trained
- There are approximately 8,000 unlicensed & unregulated breeders in the United States

There is simply nothing equal between a Commercial Breeder who is licensed and inspected and a poorly run, unlicensed puppy mill!

Mayor Diane Bendekovic

From: Joe Watson [joe.watson@petlandinc.com]
Sent: Tuesday, April 08, 2014 1:11 PM
To: Jacobs, Ron; Levy, Robert; Mayor Diane Bendekovic; Fadgen, Jerry; Stoner, Lynn
Cc: Elizabeth Kunzelman; Brian Winslow; Carin Barker; 'Vicki Siegel (siegel.vicki@yahoo.com)'
Subject: Plantation Testimony Apr 2014
Attachments: Plantation Testimony Apr 2014.docx

Petland
PETLAND PETS MAKE LIFE BETTER

TESTIMONY OF THE PETLAND INC BEFORE THE PLANTATION, FLORIDA CITY COUNCIL REGARDING A PROPOSED ORDINANCE RELATING TO "REGULATIONS FOR THE RETAIL SALE OF DOGS AND CATS" IN PLANTATION

April 9, 2014

Hello, my name is Joe Watson and I am the president & CEO at Petland. As part of my role with the company, I have personally visited professional breeders throughout the United States and internationally and attended and spoken at numerous breeder educational conferences.

For more than 45-years Petland has matched the right pets with the right customers and met the needs of both. Animal welfare is our passion and educating our customers on responsible pet ownership is what we do around the world every day.

Not all pet stores are bad. Pet stores play a critical role in any healthy community. Pet stores are often the place where a child gets their first pet and that leads to a life-long love of responsible pet ownership. Pet stores teach compassion and animal welfare.

Many veterinarians and other professionals in the animal world can recall their childhood memories of visiting their local pet store as a child. Maybe you have a similar memory of a pet store you visited as a child.

Across the country, many locally owned pet stores have vanished from our communities due to competitive pressures by Walmart and PetSmart. Walmart is the nation's largest retailer of pet supplies followed by PetSmart. At Petland, our competitive advantage is our focus on the pet side of our business. Walmart and PetSmart focus on the supply side of the business. Their buying power cannot be matched by locally owned pet stores.

Asking a locally owned specialty retailer to change their business model to compete against retail giants such as Walmart isn't a sustainable option. To my knowledge no pet store in America has successfully made that transition. The historical failure rates of local grocery and hardware stores who tried to compete with Walmart are well documented, as well.

This ordinance, as written, will certainly force the closure of our Petland Plantation store. We can't change our business model and succeed against Walmart.

Therefore, we wish to share with you the facts in hopes that you reconsider the passage of this ordinance:

1. ASPCA's public website states that "*the majority of pets are obtained from acquaintances and family members.*"

2. ASPCA also states that "*26% of dogs are purchased from breeders*". Most of these breeders are unlicensed and uninspected by anyone. Public beware.

3. ASPCA states "*20 to 30% of cats and dogs are adopted from shelters and rescues*" and also adds that "*more than 20% of people who leave (abandon) dogs in shelters adopted them from a shelter.*"

4. ASPCA states on their website that as few as 2% of all puppies purchased are purchased in pet stores. All breeders who sell to pet stores must be licensed by the USDA.

Source: http://www.aspca.org/about-us/faq/pet-statistics

Therefore, pet stores, while only as low as 2% of all dogs sold across the country, are the only source of puppies in Plantation that is regulated by the U.S. Congress and the state of Florida.

If you were to close every pet store tomorrow, not a single "puppy mill" would close. That is a mathematical fact proven by these published ASPCA statistics.

Like every profession, there will always be those persons at the far right of any bell curve that needs to improve or go away. Substandard breeders or puppy mills are a problem in America. But attacking locally regulated pet stores is not the answer.

Not all professional canine breeders are bad. In fact, the opposite is true. They are hardworking Americans who love what they do. If you met them, you would see that. Yet labeling all breeders that supply pet stores as bad is stereotypical, judgmental and wrong and when you ban their ability to sell to pet stores that is what you're doing. This unfair representation of the professional breeder community is not fact-based and it is without scientific merit. The facts speak for themselves.

Rather, it is an emotional reaction that creates an emotional response, thus ignoring reality and the facts.

Both the HSUS and the ASPCA have been vocal advocates of closing what has been termed the "internet loophole" of the Animal Welfare Act. Breeders who sell directly over the internet to customers have not been required to be inspected by the USDA. Again, up to 26% of all dogs purchased are purchased in this manner.

HSUS declared that "breeders who sell puppies for resale to brokers or pet stores are required to be federally licensed and inspected by the United States Department of Agriculture (USDA). But a gaping loophole in the Animal Welfare Act (AWA) regulations has allowed commercial breeders who sell puppies online, by mail or over the phone to evade oversight. "

When the USDA announced changes to the internet rule, the HSUS stated on their website; "Tens of thousands of dogs suffering in substandard, filthy, and overcrowded cages for years on end will finally get the protection they deserve as a result of a rule the U.S. Department of Agriculture will formally adopt today. This change… will extend federal oversight to thousands of puppy mills that do business online."

They go on to say "Because large-scale dog breeders who sell animals to pet stores are regulated, but breeders who sell directly to the public are not, there has been a massive migration of breeders to the latter sales strategy within the last decade or so. If they could sell dogs and escape any federal oversight, why not get in on that act and continue to cut corners on animal care?"

There is more oversight of breeders who sell their puppies to pet stores than any other type of breeder, shelter or rescue. Inspection reports for federally licensed breeders are available free of charge on the USDA website.

I believe that is the type of transparency that all breeders should welcome. If a consumer chooses not to buy a puppy from a pet store, that is certainly their choice and right. But they should also have the right to purchase from a responsible pet store.

Florida is among the states with the highest level of regulations for pet stores. Please consider all the unintended consequences of eliminating a consumer's choice of procuring a pet from a highly regulated industry. In addition to harming Plantation employment, tax revenue, and individual freedom of choice, you are further widening the doors for unregulated players to enter this marketplace if you enact a pet store sales ban.

The reality is that many consumers want a certain breed of dog and someone will always be there to fill that demand. When pet stores close, rest assured this will simply open the door for unscrupulous breeders will drive to Plantation and sell those puppies out of the back of a pickup truck in a parking lot.

Petland would encourage the town of Plantation to table this ordinance and work with experts in the industry to develop an ordinance that delivers the results which you seek. Please let us know how we can be of assistance.

Most Respectfully,

Joe Watson

President & CEO
Petland, Inc

HEAVY PETTING | PETS AND PEOPLE. | JAN. 26 2012 8:01 AM

No Pet For You

Want to adopt a dog or cat? Prepare for an inquisition at the animal rescue.

By Emily Yoffe

Fed up with her attempts to adopt, the author decided to buy a puppy instead

Photograph courtesy Emily Yoffe.

People who rescue animals can be reluctant to believe anyone deserves the furry creatures. Some rescue groups think potential owners shouldn't have full-time jobs. Others reject families with children. Some rescuers think apartment dwelling is OK for humans but not for dogs, or object to a cat's litter box being placed in a basement. Some say no to people who would let a dog run around the fenced backyard "unsupervised," or allow a cat outside, ever.

It used to be that people who wanted to get an abandoned or abused animal went to the local pound, saw one they liked, paid a small fee, and drove home with a new pet. Since the 1990s, however, the movement to reduce animal euthanasia and the arrival of the Internet have given rise to a new breed of rescuer. These are private groups, or even individuals, who create networks of volunteers to care for needy animals.

Before this, enormous numbers of animals who went into shelters never came out. More than 40 years ago, an average of 20 million dogs and cats were euthanized annually. Humane organizations started a campaign to spay and neuter pets, especially those coming through shelters, and today fewer than four million dogs and cats are euthanized yearly—still terrible, but a vast improvement. In addition to pet sterilization, an effort also began to find accommodations for homeless animals outside the municipal and private shelter systems, which have limited room and often short deadlines for keeping animals before moving them to death row. The new organizations take potentially adoptable pets out of the shelters and foster them, usually in private homes, until the right owner comes along. They control the fate of an increasing number of animals. In New York City, for example, almost 45 percent of the dogs and cats that come into the Animal Care & Control system are passed to one of more than 150 private rescue groups.

Groups like these have high standards for who gets to adopt. Applicants are sometimes subjected to an interrogation that would befit Michael Vick. After receiving this hostile treatment, several would-be pet owners told me, they got offended and

Advertisement

gave up. Others push on, answering pages of questions ("As a dog ages, it often becomes incontinent and arthritic. How do you intend to handle your dog's age-related problems?"), supplying personal and veterinary references, and submitting to home inspections. Even after going through that ordeal, you can be told that you are unworthy for pet ownership, for reasons often left mysterious. At this point, many frustrated animal lovers can commit an act they'd previously thought abhorrent: They buy a dog, cat, bird, or guinea pig from a pet store or breeder. I know because that's what happened to me.

A few months ago during a Dear Prudence chat, I mentioned in passing how ridiculous some rescue groups were. When my family decided to get a second rescue dog, I felt it was my job to prove to the groups we contacted that I wasn't a vivisectionist. Fed up, we decided to buy a puppy and found a lovely breeder, and our Cavalier King Charles Spaniel, Lily, has made us all ecstatic.

After I wrote this, I expected to be skinned alive by animal lovers. Instead, dozens of people posted comments about their own humiliation and rejection at the hands of these gatekeepers.

Katie wrote that she wanted to adopt a retired racing greyhound but was told she was not eligible unless she already had an adopted greyhound. Julie got a no from a cat rescue because she was over 60 years old, even though her daughter promised to take in the cat if something happened to Julie. Jen Doe said her boyfriend's family lives on fenced farm property with sheep, but they weren't allowed to adopt a border collie—whose *raison d'être* is herding sheep—because the group insisted it never be allowed off-leash. Philip was rejected because he said he allowed the dog he had to sleep wherever it liked; the right answer was to have a designated sleeping area. Molly, who has rescued Great Danes for more than 30 years, was refused by a Great Dane group because of "concern about my kitchen floor."

My friend M., who looked into getting a family dog when her children were 6 and 9, had a similarly vexing experience. After she and her husband decided rescue was the right thing to do, they looked online and found a mutt named Rusty. Rusty's rescue group was having an adoption day and the family made the long drive to see him. Adopters were told not to mingle with the animals, but that specific dogs would be brought to them. While Rusty was otherwise engaged, M. asked if they could look at some of the other dogs but almost all were declared not suitable for children. As the family waited, the children sat on the ground and started writing in the dirt with sticks. A volunteer came over, alarmed. He reprimanded them, saying that if a dog sees a stick in a person's hand it will expect that stick to be thrown, and it's not fair to frustrate a dog.

AMERICAN KENNEL CLUB®

The Honorable Diane Veltri Bendekovic
Mayor, City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

May 16, 2014

Re: AKC Concerns with Restriction on Pet Sales

Dear Madam Mayor and Members of the Plantation City Council:

On behalf of our 189 dog clubs and tens of thousands of responsible dog owners and future dog owners in Florida, the American Kennel Club (AKC) wishes to express our grave concerns with the ordinance under consideration by the Plantation City Council which would restrict the sale of pets at pet stores in the city.

The AKC is the world's largest purebred dog registry, the nation's largest purebred rescue network, and the only not-for-profit purebred dog registry devoted for more than 130 years to the health and wellbeing of dogs. We work actively to educate the public about responsible dog ownership and advocate for humane treatment of *all* dogs.

The AKC believes the best way for a person to obtain a new pet is through personal interaction with the pet's breeder and the pet under consideration. An important part of ensuring the success of a pet with a new owner is to ensure that it is an appropriate fit with the owner's lifestyle. Treasured pets may be obtained from a variety of sources, including breeders, pet stores, rescue, and local shelters.

If this ordinance is adopted, families in Plantation will lose an important source for choosing a pet that is the best fit for their lifestyle and circumstances. Unfortunately, many communities lack sufficient local breeders to meet the demand for the specific pets desired by local residents. Those seeking a puppy that is a specific breed from a breeder subject to USDA or state animal welfare standards, or one that is covered by Florida consumer protection laws, will likely be forced to purchase a puppy outside the city.

When consumers cannot acquire a pet that is an appropriate fit for their lifestyle, that animal is more likely to end up in the shelter system. A better solution is to ensure that consumers are educated, understand the demands of responsible ownership and have access to a variety of pets so that they can make educated choices.

We also urge you to avoid a measure that interferes with the operation of legal businesses regulated by the state. Passage of a similar law in Phoenix, Arizona, has resulted in vigorous federal litigation and a stay against the implementation of those restrictions.

In the interests of our shared commitment to the wellbeing of all dogs, the American Kennel Club urges you to oppose this arbitrary measure. We would welcome the opportunity to work with you to develop public education programs and other alternative effective solutions to reduce shelter intakes, expand responsible dog ownership and promote freedom of pet choice in Plantation. Please do not hesitate to contact us at 919-816-3720 if you have any questions or we may be of assistance.

Sincerely,

Sheila H. Goffe

Sheila Goffe
Director, Government Relations

THE HUMANE SOCIETY
OF THE UNITED STATES

A Horrible Hundred

Problem Puppy Mills in the United States

In recent years The Humane Society of the United States (HSUS) has assisted in rescuing almost 10,000 dogs from more than 50 different puppy mills across the country. While The HSUS stands ready to assist law enforcement with closing down illegal puppy mills whenever feasible, there remain an estimated 10,000 puppy mills across the United States, and many of them are legal. Although most of the dogs at these mass-breeding facilities have no real quality of life, living continually in small wire cages with little or no personal attention, exercise or veterinary care, there are very few laws to protect them as long as they are being provided with food, water, and shelter.

Many dogs at Royal Acres Kennel in Magnolia, NC, were found with severe health issues. This dachshund suffered from paralysis as well as secondary infections from dragging his lower body along the concrete. With the assistance of The HSUS, authorities removed 58 neglected dogs from Royal Acres in February 2013, including this one, Ricky Bobby, who is now in a good home. But authorities declined to close down the puppy mill completely, and it continues to sell puppies online. /The HSUS 2013

But hundreds of puppy mills can't—or won't—meet even the most basic minimum standards required by law. Some facilities have been cited repeatedly by federal or state departments of agriculture for injured and sick dogs who had not been treated by a vet, keeping dogs in filthy conditions, subjecting animals to the freezing cold or stifling heat without adequate protection, performing invasive surgeries on their own animals without a veterinary license, and even in some cases shooting their unwanted dogs.

This report is a list of some of the nation's dog breeding kennels that are of high concern to The HSUS due to repeated problems with animal health or animal care. **It is not a list of all puppy mills, nor a list of all problematic facilities.** The list does not include other problematic puppy mill dealers, such as brokers and pet stores, unless the operators are also breeding dogs.

Consumers should be aware that dogs from many of these puppy mills are routinely sold at hundreds of pet stores across the country. Most of the puppy mills in this report sell puppies either to pet stores or to consumers online. For more information on how to purchase a puppy without supporting cruelty, please visit www.humanesociety.org/puppy.

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Barbara Gullett/Gullett Kennel – Russellville, AR: Dog Died After Tied to Pickup Truck

Gullett Kennel has been cited by USDA inspectors for repeated Animal Welfare Act regulation violations for sick and injured animals and other problems. At its most recent inspection in September 2012, the kennel was cited for two bulldogs in need of veterinary care, including one who had "green drainage" coming from the eye and another whose eye was "red with drainage," and puppies were found in stacked, wire cages with excessive feces. In November 2011 in a USDA Consent Decision, Gullett was fined $23,000 for four types of Animal Welfare Act violations and allowed to keep her license and continue breeding.

On October 5, 2010, a USDA inspector required Gullett to obtain medical care for several sick puppies who were coughing and had "serious nasal discharge" as well as three adult bulldogs with eye problems. The inspector also attempted to check on a sick bulldog who had been documented during the previous inspection and was told that the dog had died. When asked for an explanation, Gullett admitted that the bulldog had died after her husband "tied the animal onto the bed of a flatbed pickup truck then returned to the kennel." Left unattended, the bulldog had fallen off the truck bed and hung herself, according to the inspector's report. USDA #71-A-0748.

Tanni Morris/Tanni's Precious Paws – Charleston, AR: Open and Bloody Lesions and Overpowering Stench

Tanni's Precious Paws has been cited for numerous Animal Welfare Act regulation violations in recent years, including dogs with open and bloody lesions, excessive matting and skin problems, failure to make the facility available for inspection, and an overpowering stench in the kennel. One of the violations in 2011 was a "Repeat Direct NCI," where "Direct NCI" refers to a noncompliance item that directly presented danger to the wellbeing of an animal. The Direct NCI was cited due to an incident in which a USDA inspector found a Papillon with evidence of severe dental disease during a November 2011 inspection; the dog's mouth was in such poor condition that "there was some hair stuck in the front teeth of the dog's mouth, and when the owner pulled the hair, a tooth came out with the hair." The area started bleeding after the tooth was removed, per the inspector. When ordered to get dental care for animal, the licensee took the dog to the vet, who directed the owner to put the dog on antibiotics and then return in 5 days for treatment; the USDA inspector found approximately two weeks later that the owner had never taken the dog in for follow-up care and the dog continued to show signs of severe dental disease. The inspector noted, "dental problems can make it difficult for the animal to eat and can be painful."

An additional dog found at the November 2011 inspection had such serious dental decay that she had only 8 teeth left, a third dog had several untreated skin lesions, and a small puppy was found "weak and trembling" and had not received veterinary care. The inspector also noted a "very strong ammonia and waste odor" in the building, and other problems. USDA #71-A-1287.

Gerald Watts – Marshall, AR: Repeated Failure to Provide Veterinary Care

Gerald Watts's kennel was cited by a USDA inspector in December 2012 for unsanitary conditions and for four one-day-old puppies who were found in a cage with 1" by 1" wire flooring, which is a significant injury and entrapment risk for newborn puppies. The inspector noted she saw the puppies' feet passing through the floor openings. Inspection reports from prior years show that Watts was warned about the danger of keeping puppies on wire flooring during previous inspections in 2008 and 2010.

Watts has also been cited repeatedly for dogs in need of veterinary care. He was cited in 2011 for an injured Boston Terrier who had been wounded three days prior but had not been treated by a vet, four matted dogs with excessively long nails; rodent infestation and no heating. In September 2010 the USDA issued an official warning for repeated failure to provide adequate vet care and other issues. In June 2009, Watts was cited for a USDA violation for a puppy with a golf-ball sized growth on his neck that the licensee admitted noticing for a week but had not treated. USDA #71-A-1095.

Sarah Young/Cedar Springs Kennel – Hardy, AR: Dead and Dismembered Puppies

Multiple serious violations have been documented by USDA inspectors at Cedar Springs Kennel as recently as February 2013, when a USDA inspector found two Cocker Spaniels with very visible eye problems who had not been treated by a vet; the breeder admitted that one of them had had the problem for "approximately 9 months." The inspector also documented a repeat violation during the same inspection for approximately 131 dogs left out in the cold without adequate protection from the elements. The facility had 282 adult dogs at that inspection.

During a November 2011 inspection, a USDA inspector noted: "In one enclosure the dealer had housed two females which were due to whelp. During the inspection the adults were found together with three dead puppies in various stages of dismemberment."

Many other problems have been documented at Cedar Springs Kennel over the years, including two "Repeat, Direct NCIs" in 2008 for a number of dogs with "extensive matting" and dogs in need of veterinary care. On May 7, 2008, when a USDA inspector inquired about one of the sick dogs who had been identified previously, he was told that "the dog died within a few hours of that last inspection and no consultation with a veterinarian had taken place." USDA # 71-A-0676.

CALIFORNIA

Jenny Um/ Best Kennel – Littlerock, CA: Not the Best.

USDA inspectors cited this kennel in 2013 for four dogs in need of veterinary care, in 2012 for issues involving inadequate veterinary oversight and maintenance, and in 2010 for facilities in disrepair. But perhaps the most disturbing violation was documented in August 2008 when, according to USDA records, the operator showed inspectors a kennel with more than 250 dogs, but failed to inform the USDA of an entire trailer full of dogs located elsewhere on the property. According to USDA records, a call from animal control notifying USDA of the additional dogs led to a 24x60' trailer, in which, according to the inspector, "the facility owner admitted to me she had additional adult dogs and puppies housed in the trailer that she had not disclosed during the previous two inspections." The trailer contained 64 cages housing 53 adults and 147 puppies, bringing the total count to 393 animals.

According to the most recent USDA records (Feb. 2013), Um had 265 dogs and puppies on the premises. With so many dogs, Jenny's Best Kennel appears to be selling wherever and whenever it can. In addition to the USDA license, which allows it to sell to brokers and pet stores, the kennel also advertises puppies online via jennysbestpuppies.com, via local classifieds, including Pennysaverusa.com, and on Facebook under "Jenny's Best Puppies." USDA # 93-A-0234.

GEORGIA

Kathryn Barber/ K-Bar Kennels – Patterson, GA: Dying Puppies Sold at Flea Market

The HSUS has received numerous consumer complaints about conditions of the puppies sold by K-Bar Kennels, including complaints from three buyers whose puppies died shortly after purchase. Two of the puppies who died had been diagnosed with liver shunt, a grave genetic condition that is often fatal. A third puppy allegedly died of parasitic and bacterial infection.

Records obtained from the Georgia Department of Agriculture show that K-Bar Kennels was placed under quarantine by the state due to an outbreak of Parvovirus on at least two occasions in 2008 and 2009. Parvovirus is highly contagious and often deadly to puppies.

An HSUS investigator took this photo at K-Bar Kennels in 2009. State authorities placed the kennel under temporary quarantine for two different outbreaks of Parvovirus, but declined to shut it down. /The HSUS 2009

In December 2009, an HSUS investigator visited the kennel undercover. The report and records were sent to local law enforcement. "K-Bar Kennels in Georgia stands out in my memory as one of the worst puppy mills I've seen in all my years looking at puppy mills," the HSUS investigator recently recalled. "The collection of ramshackle, rundown structures included filthy raised rusted metal cages with uncoated wire floors. Underneath all of these types of structures was a very large buildup of feces. The long-haired dogs at K-Bar all had excessive matting in their coats and two of the dogs I saw appeared despondent." The HSUS investigator saw about 250 dogs on the property. Unfortunately, despite the history of complaints, local authorities declined to shut the kennel down and it remains in business.

K-Bar Kennel sells primarily at Keller's Flea Market in Savannah, GA and also advertises puppies for sale using online classified ads and Facebook.

ILLINOIS

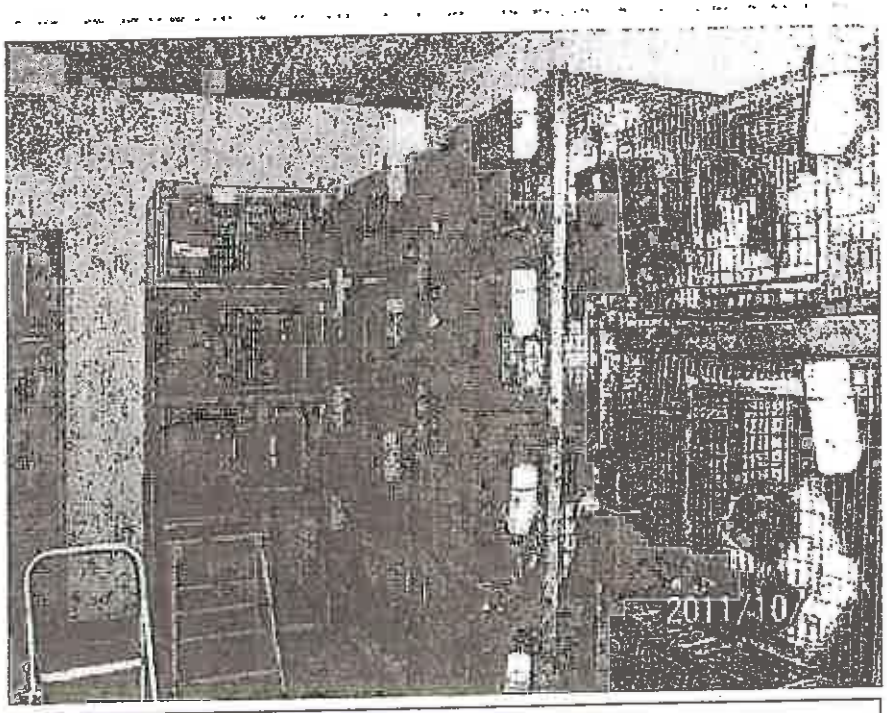
Philip Chupp/ Oak Valley Kennel – McLeansboro, IL: Dogs Matted from Head to Toe

In November 2011, USDA inspectors cited the operator of Oak Valley Kennel for 8 dogs with matted fur, including several who were so matted that the tangled fur "ran along the entire length of the legs in one solid mass down to the skin." In addition, one dog's dewclaw had grown "long enough to circle around and grow into the toe itself," causing a swollen area that was "dark pink with possible infection."

Additional issues found at the facility include: dogs kept outside without adequate protection from the cold, wind and rain in winter; dogs found in an indoor whelping room in the summer without a fan or other form of adequate ventilation when the inside temperature was measured at 99 degrees (June 2012); and unsafe enclosures with holes in the floors. USDA # 33-A-0497.

Tammy Coglainese/ Puppy Parlor (aka Poochie Puppy Parlor) – Lisle, IL: Pet Store with a Puppy Mill on the Side

Although primarily a pet store, this facility also breeds dozens of dogs in stacked wire cages in a back room. The Illinois Department of Agriculture has received at least 19 complaints about Puppy Parlor over the past few years. The HSUS has also received numerous complaints about the facility. Details of the problems were first reported in our expose of Chicago-area pet stores in 2012.



State inspectors documented adult breeding dogs stacked in cages three to four high in the back room of Puppy Parlor in October 2011. The photos were taken during an outbreak of Parvovirus which killed at least 6 puppies. /IL Dept. of Agriculture 2011

In October 2011, according to records obtained from the Illinois Department of Agriculture, 105 dogs (60 adults and 45 puppies) at Puppy Parlor were placed under quarantine due to an outbreak of canine Parvovirus – a deadly disease often associated with unsanitary and unhealthful living conditions. At least six puppies died from the deadly virus.

A 2011 photo taken by a state inspector shows what appears to be a back room area, where dozens of breeding dogs are confined in cages stacked four high; some of the dogs appeared to have barely enough room to turn around.

INDIANA

Marlin Bontrager—Rome City, IN: "Prolonged Suffering" in Weak Puppy

In June 2012, a USDA inspector found a malti-poo puppy at Marlin Bontrager's kennel who was "very weak" and had not been taken to a vet. The inspector noted, "the failure to communicate the condition of the malti-poo puppy to the veterinarian results in prolonged suffering for this dog." During the same inspection, the inspector noted that the temperature in parts of the kennel was over 90 degrees and

"the adult dogs were all heavily panting and the puppies were stretched out trying to be cooler on the wire. The excessive heat can cause serious illness or death in the dogs in the facility." Additional problems cited during earlier inspections included dogs with enlarged and cloudy eyes; a pug puppy whose eye was "closed and encrusted with mucus, " puppies with their legs "hanging through the bottom of the flooring," which is a serious injury and entrapment risk, and filthy conditions. USDA #32-A-0260.

Elam Fisher/ Morgan Creek Kennel – Williamsburg, IN: Dogs with Swellings and Ulcerations

In September 2012, the USDA cited Morgan Creek Kennel for several dogs in need of veterinary care, including dogs with "swellings and ulcerations" on their feet and excessively long toenails—common problems with puppy mill dogs who are forced to stand on unnatural wire flooring all day. On previous visits, inspectors documented numerous additional problems at Morgan Creek Kennel, including dogs suffering from sores and eye disorders, a lame dog who had feces matted into his hair and a swollen leg with an ulceration, overflowing trash, and other problems. In 2010 the facility received an official warning from the USDA for violations of federal regulations. The HSUS has also received complaints about the facility, which houses more than 300 dogs and puppies. USDA # 32-A-0298.

Kathryn and Vernon Lambright/ Clearspring Kennels – Wolcottville, IN: Oozing Neck Wound Went Unnoticed

In February 2013, Clearspring Kennels was cited with nine Animal Welfare Act violations, including a violation for a dog with an eye disorder, and a dog wearing a chain collar that seemed to have caused a significant 5-inch neck wound. The inspector noted that the wound had a strong odor and was leaking pus. The facility has been cited for multiple repeat USDA violations in prior years and in 2010 it received an official warning from the USDA for violations of the Animal Welfare Act regulations. USDA #32-A-0253.

Elmer Lapp/ Pine Hill Kennel – Hagerstown, IN: Bloody Puppies and Wormy Food

Pine Hill Kennel has accumulated some gruesome USDA violations in recent years, including repeated violations for improperly docking (cutting off) puppies' tails. At its most recent inspection in February 2013, an inspector found puppies with recently docked tails which had been glued together at the base with expired surgical adhesive, a limping Boston Terrier, a matted shih tzu with dental disease, and more repeat violations for issues such as insects and feces in the dogs' food, filthy conditions, and "rodent feces throughout the facility."

Prior violations cited by USDA inspectors at Pine Hill Kennel have included: bloody puppies with recently docked tails found lying on a bloody floor (April 2010); repeat violations in May 2012 for several dogs in need of veterinary care, including a limping shiba inu with an injured leg who had blood all over the floor of her enclosure; sale of underage puppies; beetles and worms found in the dogs' food; conditions in some of the kennels that were so filthy that some of the dogs had no clean area to lie down on; having an unlicensed person cropping puppies' ears instead of a licensed veterinarian, and many other problems. USDA #32-A-0363.

Steven Lapp – Modoc, IN: Cutting off Puppies' Tails; Kennel "Overrun with Mice"

USDA inspections in 2012 and 2011 revealed numerous issues at this kennel, including "evidence that the kennel is overrun with mice" with "piles of mouse feces" in many of the enclosures; sick dogs who had not been properly treated by a vet; tail docking of dogs without a veterinary license nor evidence of any training to do so; expired medications and sale of underage puppies

In November 2011, inspectors found a female Maltese at Lapp's kennel who was matted with feces, as well as an underweight dog with her "ribs, vertebrae and pelvic bones prominent and easily palpable," and a puppy with "skin and underlying tissue missing from a portion of its tail." In addition, dogs were found living in filthy buildings that were so dark that inspectors had to use a headlamp to visualize them, which the inspector noted "will add to animal suffering if problems are unseen" due to the darkened conditions. USDA #32-A-0356.

Larry Miller /Railside Canine, Millersburg, IN: Blind Puppy with "Scratches and Wounds all Over Its Head" and Puppy with Missing Eye

Railside Canines has been cited by USDA inspectors for numerous serious animal care deficiencies over the past several years. Issues have been found as recently as March 2013 for a Boxer with "cuts and scabs along the rims of both ears" and patches of missing hair on her head and legs which had not been treated by a veterinarian. In addition, 15 dogs were found in concrete runs in 27 degree temperatures (F) without adequate protection from the cold. Just a month earlier (Feb. 2013), USDA inspectors found four other dogs in need of veterinary care, including two French bulldog puppies with diarrhea; the licensee told the inspector that he had noticed the problem for about a month but he had not contacted a vet, according to the report.

In February 2012, USDA inspectors found dogs in "an unheated shed" without adequate protection from the cold when the temperature was 32 degrees F., a dog with a large, untreated wound and scabs, and issues with unsafe housing. In January 2012, the kennel was cited for a repeat violation for filthy conditions, and two bulldog puppies were found with "severe eye deformities" who had not been treated by a vet. One of the puppies appeared to be "missing its left eye" according to the inspector, and the other was covered in "scratches and wounds all over its head and in its ears," had deformed eyes, and appeared to be blind, according to the inspector. The licensee was not able to produce any documentation showing that either of the puppies had been seen or treated by a vet for their injuries. Railside Canines has three different locations, all listed under USDA #32-A-0332.

IOWA

David and Joane Cline – Sully, IA: Numerous Repeat Violations, Unsafe Housing

At its most recent USDA inspection in February 2013, the Clines' kennel was cited for eight different violations, six of which were repeat violations, according to inspectors. The repeat violations included twelve dogs who had matted hair coats and dental problems; some dogs kept in unsafe housing with sharp points or inadequate protection from the wind and rain; and unsanitary conditions.

The Clines were previously notified about problems with unsafe housing. In 2011, the Cline facility received an official warning from the USDA for similar violations of the Animal Welfare Act regulations. The warning listed 13 violations, including two repeat and direct violations for "failure to construct and maintain primary enclosures free of jagged edges and sharp points."

In addition to the problems documented in USDA inspection reports, local residents have called HSUS and local authorities to report concerns about this kennel. USDA #42-A-1420.

Doug and Wendie Dettbarn/ Purple Heart Kennel – Strawberry Point, IA: Dogs in Need of Vet Care, including one with "A Mass the Size of a Baseball"

In 2012 the USDA cited Purple Heart Kennel for keeping dogs in outside kennels that did not provide adequate protection from the wind and rain, and for buildings in disrepair. In 2011, inspectors cited Purple Heart Kennel with seven different violations, four of which were "repeat" violations, including a lack of proper veterinary care for a pug with "green crusty material around both eyes," and a dog with a mammary mass "approximately the size of a baseball," neither of whom had been evaluated or treated by a vet for their conditions. Inspectors also noted a maltese and a poodle with excessively matted fur; the matting covering most of their bodies and the inspector noted that "excessive matting can cause discomfort and skin conditions." In December 2010, an inspector noted that "three Yorkshire Terriers, one schnauzer, two lhasa apsos, two maltese, and five poodles" all had excessively matted hair coats. In 2009, inspectors cited the kennel for water bowls with "green slime" in them, a strong ammonia (urine) odor, and "at least a four-week build-up" of feces in some of the outdoor runs. USDA #42-A-1328.

Gary Felts/Black Diamond Kennel – Kingsley, IA: Fined $18,000 by USDA

The USDA has documented numerous Animal Welfare Act regulation violations at Black Diamond Kennel, including recent violations for unclean, pest-infested kennels, inadequate ventilation, and unsafe housing. The kennel produced many breeds including dalmatians, mastiffs, and cane corsos. Most recently it has reportedly switched to a smaller operation, breeding Chihuahuas. In June 2010 the kennel was fined $18,000 by the USDA for failure to provide vet care to some of its animals. USDA #42-A-0757.

Connie and Harold Johnson/ CW's Quaint Critters – Melvin, IA: Sickly Dogs and Repeat Violations

In July 2011,CW's Quaint Critters received an official warning from the USDA for violating the Animal Welfare Act regulations. In June 2011 a federal inspector noted that there weren't enough staff available to take proper care of the large number of dogs on site, stating, "it is evident by the number of noncompliant items that there is an inadequate number of knowledgeable and/or supervised employees to carry out the level of husbandry and care required by the Animal Welfare regulations. There are 234 adult animals at the facility." Despite or perhaps because of this notation, federal inspectors made six visits to the facility in 2012 alone, and five visits in 2011, finding violations every time they inspected the kennel (most USDA-licensed facilities are visited no more than once a year).

Some of the dozens of violations recorded at this facility between 2010 and 2012 include: a skinny beagle who was straining to defecate and was passing "clumps of red matter" that appeared to be blood; a sickly Maltese found hovering in the back of her cage; two beagles in an outdoor run covered with feces; repeat violations for two dogs with eye disorders; 120 dogs found in a whelping trailer who were living in darkness; dogs who were so severely matted outdoors that they had difficulty staying dry because the matted hair was dragging on the wet and dirty ground, and a total of nine repeat violations for the same previous dangerous and unsanitary conditions. USDA #42-B-0226.

Kenneth and Leatrice McGuire – North English, IA: No Vet Visit for Almost Three Years

In March 2011, the operator admitted to a USDA inspector that no vet had visited the facility since 2009; despite being repeatedly cited for having no attending veterinarian to regularly visit the facility, this serious issue was not corrected until 2012, according to USDA reports.

In March 2013 the McGuires' kennel was cited for three dogs in need of immediate veterinary care and several repeat violations for filthy and unsafe conditions. In November 2012, the kennel was cited for several dogs in need of veterinary care, including two Chihuahuas with eye problems and a long-haired Dachshund with matted fur, and a repeat violation for dirty conditions. In March 2012, an inspector found a

Yorkie with an eye disorder, as well as numerous repeat violations, including issues with run-down and unsafe housing and dirty conditions. USDA #42-A-0830.

Debra Pratt – New Sharon, IA: Dogs with Bulging Eyes and Dog's Head Covered in Scabs

In February 2013, the USDA cited Pratt for numerous dogs in need of urgent veterinary care, including several dogs with red, swollen and bulging eyes, an untreated mass, indications of severe dental disease, and an English Bulldog with missing fur, red skin, and "scabs covering the majority of the ears and the top of the head." In addition, the facility has failed five different times in 2013 alone to grant access to USDA officials who arrived to conduct an inspection, a serious violation of the Animal Welfare Act regulations because it left inspectors unable to check on the safety and welfare of approximately 185 dogs and puppies held in the kennel. Two of these failed access violations occurred in March 2013, after the sick dogs noted above were found and the USDA ordered Pratt to obtain treatment for the dogs.

Other problems cited in the past have included: animal wastes from the top tier of cages washing down into the animal cages below; unsafe housing, and a strong ammonia (urine) odor. In January 2012, the licensee received an official warning from the USDA for violating the Animal Welfare Act.

The HSUS has also received complaints from consumers who allegedly purchased sick puppies from this breeder. One of the sick puppies was sold through a pet store and the other online via PuppyFind.com. Pratt's sale of puppies online is of special concern to The HSUS because at press time there were indications that Pratt might be cancelling her USDA license and selling all her breeding stock at auction. But unless authorities take specific enforcement action, Pratt will be able to continue to sell puppies over the Internet because currently direct-to-consumer sales do not require a USDA license. The HSUS has contacted USDA officials about these concerns. USDA # 42-A-1399 and 42-H-0005.

Lennie and Lonnie Rumley/ Tripple L Kennels – Leon, IA: Flies and Filthy Conditions

Tripple [sic] L Kennels has been cited by USDA inspectors for filthy conditions again and again since 2008, including issues with a "severe accumulation of feces," build-ups of grime, strong ammonia (urine) levels, and pests and flies. Operators also failed to make the facility available for inspection on at least three occasions between 2010 and 2012. This violation is a concern because problem operators can easily avoid revealing poor conditions by appearing to be unavailable when an inspector arrives; it can also indicate a lack of oversight and proper staffing on the premises. In 2011, the facility received an official warning from the USDA for a repeated failure to make an adult available to allow USDA inspectors to inspect the facility, yet the facility committed the same violation again in 2012.

In addition to selling to pet stores, the facility also sells puppies online, via websites like PurebredBreeders.com. USDA #42-A-1294 (cancelled) and #42-A-1447 (current).

Linda Thorpe/ Sky Blue Ranch, Inc. – Winterset, IA: Dog Found Dead in her Cage

In October 2012, according to a USDA report, a state compliance inspector found a black and tan female, long-haired dachshund who was dead in her cage. The inspector noted the dog was already "severely stiff and had small matts in [her] hair coat and under [her] ears." Inspectors also noted a strong ammonia (urine) odor in a portion of the facility that housed 130 dogs, as well as overall filthy conditions. Prior repeat violations included foul odors and build-ups of urine and feces. The HSUS also received a complaint from a buyer who allegedly purchased a very sick puppy from Sky Blue Ranch; the buyer claimed vet bills were over $3,600. USDA #42-A-1140 and 42-H-0006.

KANSAS

Larry and Yvette Bolz/ B & S Kennels – Olpe, KS: Very Sick Puppy Not Taken to a Vet all Week

This facility has been cited repeatedly by USDA and Kansas state inspectors for unsafe housing and animals in need of veterinary care, including one very thin puppy "stretched out on the floor" who "vocalized as if in pain." Staff at the facility stated that the puppy had been sick for more than a week and had not been taken to a vet, according to the USDA inspector (Sept. 2011). In 2010 the facility received an official warning from the USDA for violations of federal regulations due to conditions at the kennel. The HSUS has also received several complaints about conditions at the kennel. USDA #48-A-1582.

Marla and Roger Campbell– Newton, KS: "Very Thin" Mother Dogs and Filthy Conditions

In April 2013, USDA inspectors found two Boxers at the Campbells' puppy mill who were "very thin, with back bones ribs, and hip bones clearly visible," according to the inspector. Both of the dogs were females who were nursing litters of puppies. The inspector also found a bull terrier who had hair loss and cloudy eyes. The report also listed a number of additional violations, three of which were "repeat" violations, including unsafe housing, dirty feeders, and dogs kept outside in the cold without adequate protection from the weather. In 2012, USDA inspectors cited the Campbells for a dog with a bloody, swollen foot, a dog with eye problems, and keeping medications for use on the dogs that had expired in 2009. The puppy mill houses more than 200 dogs and puppies. It has also been cited repeatedly for filthy conditions, for keeping dogs in cages that were too small, for not making the facility accessible for inspection, and for numerous other problems. USDA #48-A-1549.

Kathy and William Clarke/ Clarke's Hillside Kennel – Yates Center, KS: Had Dogs Put Down Rather than Provide Treatment

USDA inspectors have documented repeated problems with animals in need of veterinary care at Clarke's Hillside Kennel, including a Boston Terrier with an open wound, several dogs found with foot injuries or limping (common conditions in puppy mills where dogs are forced to stand on wire flooring), and dogs with tick infestations and hair loss. On at least two occasions, when USDA inspectors required an animal to be seen by a vet, the licensee chose to have the animal euthanized rather than treat the dog's medical condition. These dogs included a male gray poodle with a swollen foot and severe dental problems, and a female skipperke with hair loss. In addition, the licensee said a third dog that had been identified by the USDA for treatment was found dead in her kennel before she could be treated by a vet. The kennel has also been cited for unsanitary conditions, dirty food and water and unsafe housing. The puppy mill has about 150 dogs and has been in operation since 1995. USDA #48-A-1275.

Tim Deters – Baileyville, KS: Dogs with Bloody and Swollen Paws Standing on Wire Flooring

In September 2012, the USDA issued an official warning to Tim Deters for direct violations for vet care, housing, and ongoing cleaning and sanitation problems. Deters' facility has been licensed since 2004 and has been repeatedly cited by inspectors for underweight animals, severely matted dogs, unsafe conditions, and sick or injured dogs who had not been treated by a vet.

In March 2013, inspectors recorded a repeat violation for six dogs at Deters' facility in need of veterinary care. Several of the dogs had paw injuries common to puppy mill dogs who are forced to live on wire flooring, including several Yorkies with swollen paws and a shih tzu whose foot was so tender that "a bloody fluid was observed draining from the affected foot" when it was examined.

In March 2012 a USDA inspector documented a Yorkshire Terrier with a broken jaw who had not been adequately treated; her lower jaw moved freely from side to side, a condition the inspector noted "can be painful, lead to a decrease in appetite, and infection in the mouth." USDA #48-A-1801.

Dianne Dick/ Puppie Trails Kennels – Rossville, KS: "Emaciated" and Sickly Dogs

USDA inspectors have repeatedly found dogs with swollen and injured feet at Tim Deters' puppy mill in Baileyville, KS – a condition common in puppy mill dogs who are forced to stand on wire flooring. Inspectors also found dogs who were underweight, sick and injured. /The HSUS 2011

Puppie [sic] Trails has been cited by both state and federal officials for multiple issues with animals in need of veterinary care, including dogs with evidence of severe dental disease, hair loss, scabs, underweight dogs, dogs with untreated wounds, and one dog who appeared "emaciated" with "prominent hip bones and spine" according to state inspection reports (October 2012).

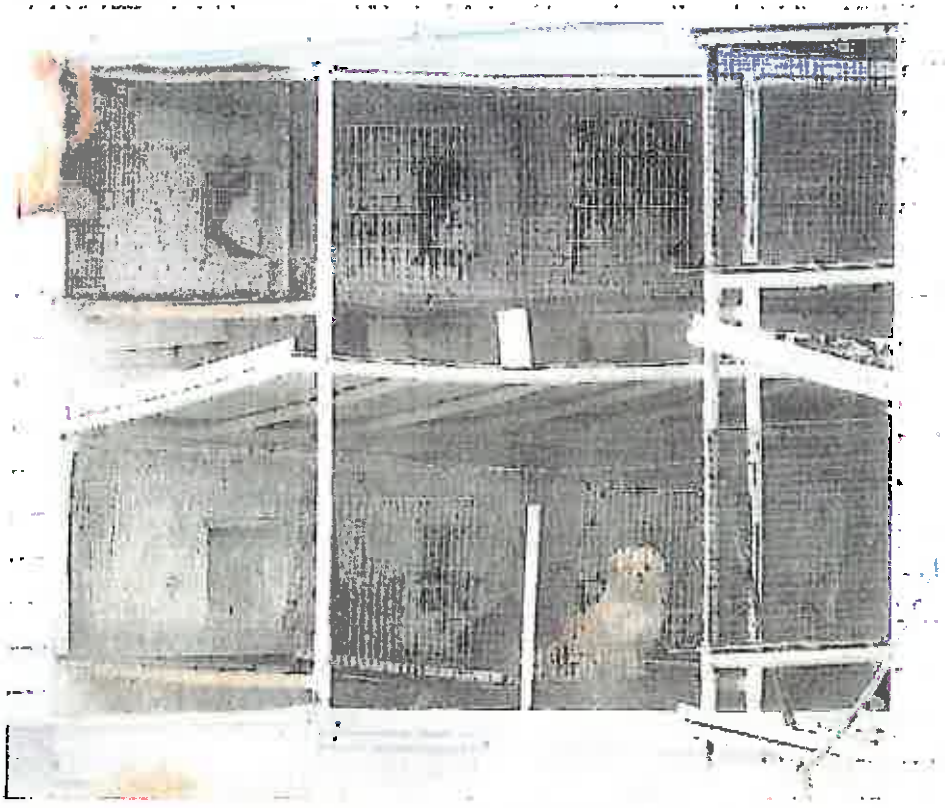
In 2012, the kennel was sent a warning by the state of Kansas for failing two of out of its previous four inspections, and in 2011 the facility received an official warning from the USDA for violations of the Animal Welfare Act regulations. According to her 2011 and 2012 state inspection reports, the operator told state inspectors she sells her puppies through the Hunte Corporation. USDA #48-A-1237.

Justin and LaNae Jackson/ Jackson Kennels – Clifton, KS: More Than 600 Dogs

In March 2012, after twice traveling to the kennel earlier in the year and finding no one available to let them inside (a violation of the AWA), USDA inspectors found numerous problems at this enormous kennel that houses more than 600 dogs and puppies. A female Shiba Inu was found with an open, one-inch wound on the side of her neck, outdoor food receptacles were found "caked with bird droppings," there were repeated issues with housing in disrepair, and inspectors noted a number of cleaning and sanitation deficiencies. In 2011, the kennel was cited for a number of additional issues, including unsafe conditions and housing in disrepair. USDA #48-A-1849.

Darlene and Charlene Koster/ Rainbow Ranch Kennel – Minneapolis, KS: Received Official Warning from USDA for Animal Welfare Violations

In September 2011, Rainbow Ranch received an Official Warning from the USDA for violating the Animal Welfare Act regulations. This warning cited six non-compliances from different inspections during the years 2009-2011, including a direct noncompliance for failing to provide veterinary care. This issue refers to a June 2011 inspection where the inspector found ten animals in need of immediate medical attention: a Chihuahua who "has a sagging appearance to his lower jaw," five boxers and a pug that "have wounds at the base of the ears" with flies buzzing around them, a schnauzer that had a wound on the left side of his body that oozed a "thick, bloody discharge" when the inspector palpated it, a Boxer with "patchy hair loss on her chest, shoulder areas, and sides," and an English Bulldog that had a "pink, fleshy mass in the corner of the right eye."



Dogs in small, stacked cages at Rainbow Ranch Kennel were seen gazing out at open, grassy plains in which they could not run and play. /The HSUS 2011

This facility has been monitored by The HSUS since 2007, when it was cited by USDA inspectors for having dogs in 86 degree temperatures without adequate cooling measures and several dogs without adequate shade. In more recent years, the kennel has neglected to allow access to USDA inspectors upon three of their last four attempted visits, a waste of inspectors' time and taxpayer dollars as well as a serious violation of the Animal Welfare Act regulations. USDA #48-B-0271.

Keith and Lila Ratzlaff – Canton, KS: "Extremely Thirsty" Dogs Without Water in 90+ Degree Heat

USDA violations documented at the Ratzlaffs' kennel include a dog with hair loss and

Note the lack of shade in these enclosures at the Ratzlaff's kennel. /The HSUS 2011

scabs across his entire head, a puppy with a sprained leg, lack of bedding in shelters, and accumulated feces. In July 2012, a USDA inspector noted that at least nine dogs didn't have any water, and "when water was offered during the inspection, many of the dogs drank voraciously in a manner that indicated they were extremely thirsty. One dog was timed drinking for a total of 2 minutes and 15 seconds. The temperature at the time of inspection was over 90 degrees [Fahrenheit]."

The facility has also been cited repeatedly for a lack of adequate housing and sanitation, fly and rodent infestations and excessive piles of feces, and federal inspectors noted multiple failed access attempts. USDA #48-A-1793.

Audrey Rottinghaus / Wendy Pets – Seneca, KS: Dog's Head Trapped in Broken Cage, Family History of Failure to Care for Dogs

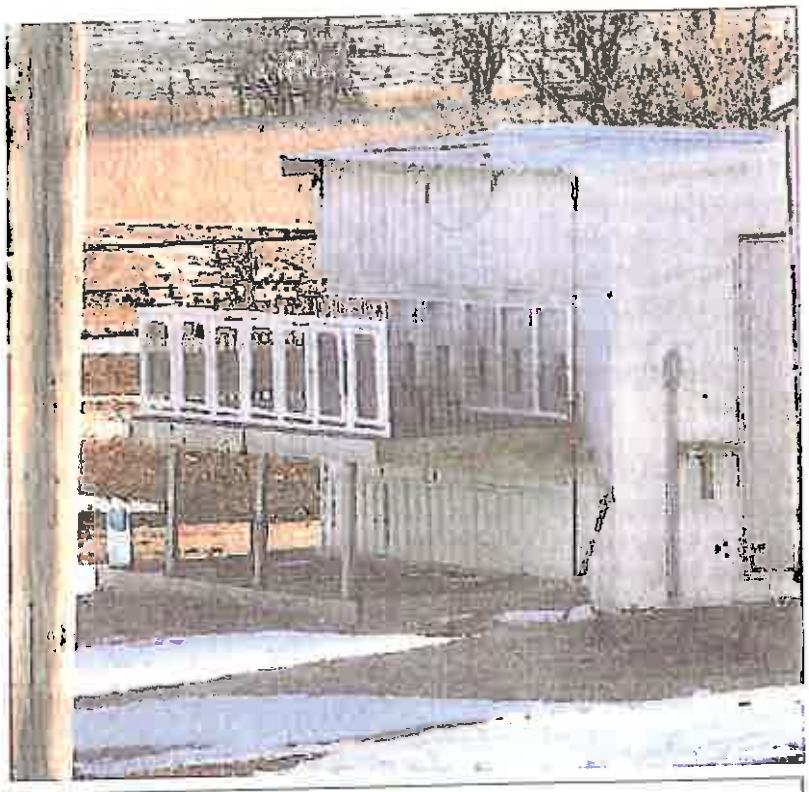
In 2012 alone, the puppy mill linked to Audrey Rottinghaus, Wendy Pets (48-B-0313), was cited for several dogs in need of veterinary care, including a limping dog and a dog with an open, swollen wound; housing so unsafe that a Yorkie's head was found entrapped in a gap in a cage lid, and initially refusing to let a federal inspector photograph a dog with oozing "blackish discharge" coming out of his ear, among other problems. Wendy Pets houses more than 100 dogs and puppies. USDA #48-B-0313.

Krystal and Sandra Rottinghaus – Seneca, KS: Repeat Violations for Emaciated and Limping Dogs

During her last routine inspection in April 2013, Krystal Rottinghaus was cited with a "Repeat, Direct" noncompliance by USDA inspectors for numerous dogs in urgent need of veterinary care, including several lame and limping dogs, a shih tzu who was so thin that her "backbone and hip bones were protruding," a Boston terrier with lesions on the surface of his eyes, and other serious repeat violations.

In April 2012, Krystal Rottinghaus was cited for 5 dogs in need of medical care and several issues with unsafe housing that could injure the dogs.

Krystal and Audrey (USDA licenses 48-A-2120 and 48-B-0313) are believed to be the daughters of Kale and Sandra Rottinghaus. Kale and Sandra essentially transferred their previously-licensed puppy mill, which had been cited again and again for horrific animal care violations, into Krystal's name on October 5, 2010. Since then, conditions clearly have not improved.



An HSUS investigator saw dogs at Krystal and Sandra Rottinghaus's puppy mill pacing restlessly in the cold. The facility has approximately 600 dogs and puppies and has been cited again and again for Animal Welfare Act violations. /The HSUS 2011.

Sandra Rottinghaus remains closely associated with Krystal's business. In June 2011 Sandra signed a Kansas kennel inspection report that noted an emaciated dog, a limping dog, matted dogs, and rusted and unsafe housing. According to the most recent records available from the USDA, more than 600 dogs and puppies are confined in the puppy mill. USDA #48-A-2120.

Helen Shelly/ Shadyhill Kennel – Hiawatha, KS: Multiple Dogs in Need of Veterinary Care

Shadyhill Kennel cancelled its USDA license in 2011 after receiving an official warning from the USDA, and after being cited for many repeat violations for animals in need of veterinary care, including dogs with eye problems and severe dental issues, matted and dirty dogs, improper medications stored at the facility that were intended for cattle, not dogs, inadequate space, and filthy conditions, among other problems. Although it is no longer licensed to sell to pet stores, the facility remains state licensed and can sell puppies over the Internet and directly to the public. The facility offers puppies for sale online via www.shadyhillpups.homestead.com.

MINNESOTA

Carole and Larry Harries/ Harries K-9 Ranch – Alpha, MN : Rodent Droppings Throughout Facility; Repeatedly Lacking in Proper Vet Care

In February 2013, the Harries were cited for a repeat violation by USDA inspectors for several dogs in need of veterinary care, including a shih tzu whose teeth were so rotted that the inspector could see the roots of her teeth, and two dogs with excessive matting around the tail with feces matted into the fur. One of the dogs had an eye problem which inspectors had first pointed out more than a year prior and which had not been effectively treated. Other issues documented at the kennel included unsafe housing, dirty conditions, and "a large amount of rodent droppings" throughout the facility. USDA# 41-A-0023.

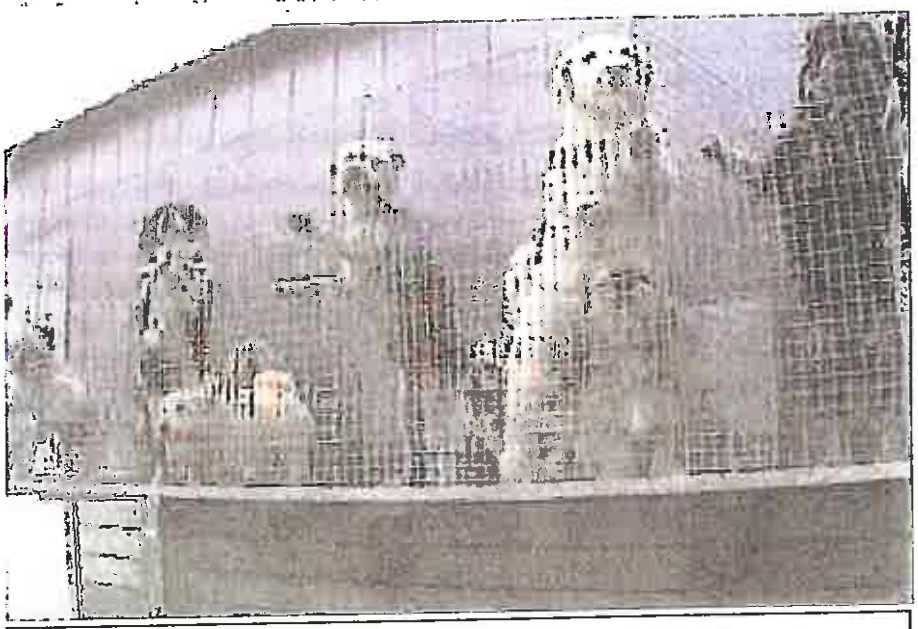
Ted Johnson / Funtime Kennels – Windom, MN : Urine Fumes Strong Enough to "Make the Inspector's Eyes Burn," per USDA

In April 2013, USDA inspectors found two Maltese dogs at Ted Johnson's kennel with such severe dental disease that they had lost most of their teeth. One of the dogs had only two teeth left, and one of her remaining two teeth "was loose and moved easily when touched." The dog was seen "excessively licking its mouth with its tongue hanging out of its mouth most of the time," according to the inspector. The USDA also noted that the ammonia (urine) smell in the facility "was strong enough to make the inspector's eyes burn."

In August 2011, Johnson received an official warning from the USDA for not providing proper veterinary care to several dogs. That October, Johnson told USDA inspectors who arrived at Funtime Kennels to conduct an inspection that no inspection was needed because he was cancelling his USDA license. The officials left without inspecting. Just a few months later, Johnson once again applied for a USDA license. Altogether, Johnson has held three different USDA licenses since 2008, and has had violations under each license number (#41-A-0466; # 41-A-0451 & #41-A-0459). Prior violations included additional dogs lacking in dental care, dogs with matted hair and overgrown nails, failure to provide adequate cage space, failure to provide proper vet care, strong ammonia (urine) odor, and unsafe housing.

Wanda Kretzman / Clearwater Kennel Inc. – Cushing, MN: 1,100+ Dogs in Wire Cages; Beetles Crawling in the Food; Urine Fumes that "Burned the Eyes"

Clearwater Kennel, which has 1,124 dogs as of February 2013, is one of the largest puppy mills in the country. The USDA has documented dozens of Animal Welfare Act violations at this kennel over a period of years, including violations in 2012 for seven dogs with bloody, inflamed and/or swollen feet, likely from straddling the painful wire flooring that is so common in puppy mills. The federal inspector noted that "These dogs have noticeable conditions that are affecting their health, wellbeing and comfort," and stated the dogs needed veterinary care. The inspector also noted that at least 24 dogs had beetles crawling in their food.



USDA inspectors have documented as many as 1,124 dogs at Clearwater Kennel in recent years. It is one of the largest puppy mills in the country. /The HSUS 2008

In February 2013, an inspector noted that the ammonia (urine) fumes in one of Kretzman's buildings were so strong that the "inspector could feel the ammonia burn the eyes," and noted the fumes "could cause respiratory issues" in dogs who were forced to live in those conditions. The inspector noted there were 188 dogs in the building who were exposed to the hazardous fumes.

The facility sells to pet stores across the country. Footage of the kennel was featured as part of The HSUS's 2008 investigation of the Petland, Inc. chain of pet stores, as well as our 2012 investigation of Chicagoland pet store suppliers: http://www.humanesociety.org/news/press_releases/2012/12/puppy-mill-investigation-chicago-121012.html. USDA #41-B-0190.

John & Lyle Renner/ Renner's Kennel – Detroit Lakes, MN: Fined $5,286 for Violating Federal Regulations

In January 2013, Renner's Kennel was fined more than $5,000 by the USDA for repeat violations of the Animal Welfare Act regulations. Violations on previous USDA inspection reports include dogs kept in small cages without the minimum required space; lack of proper cleaning and sanitization, violations for dogs needing vet care, including a husky who could not bear weight on his leg, a dog with a missing eye and discharge, dogs with swollen/oozing paws (common in puppy mills with wire flooring), dogs without adequate protection from extreme temperatures, strong odors and accumulations of feces. USDA # 41-A-0248.

Pamela Baldwin/ Samples Creek Kennel – Edgar Springs, MO: "Excessively Thin" Dogs with Ribs Protruding

In May 2011, Pamela Baldwin received an Official Warning from the USDA for not providing proper veterinary treatment to dogs in her care. Issues included a dog known as "Skooter" who "had a swollen area on the left, lower lip" and two other dogs who "had cloudy substances covering a large portion of the eyes." A "loose, bloody discharge" was also seen on the ground of one dog's enclosure, according to inspection reports.

Problems at Samples Creek Kennel seem to have only gotten worse since the official warning was issued. In May 2012, USDA inspectors documented a number of new, serious problems, including four dogs who were so thin that their ribs were showing, and dogs with scabs, hair loss and missing fur. Issues were found yet again August of 2012, when USDA inspectors found a silky terrier with a damaged, watering eye and a limping Bassett Hound, as well as 25 dogs who were "scratching frequently" and appeared to be infested with fleas. USDA #43-A-4762.

Edward Cannon/ E. Cannon Kennels – Novinger, MO: Both a Puppy Mill and a Kitten Mill

E. Cannon Kennels has more than 400 dogs and puppies, according to February 2013 USDA records. It has been cited by USDA inspectors for multiple problems over the years, including a dog with dental issues so severe that she could no longer keep her tongue in her mouth and the inspector could see the roots of her teeth; an ammonia (urine) odor so strong that federal inspectors noted a "burning sensation" in their noses; dirty conditions; and mold found in the dog kibble. In 2011, E. Cannon Kennels received an official warning from the USDA for violations of the Animal Welfare Act regulations.

The facility was also breeding kittens when inspectors visited in July 2012, according to USDA records; 139 cats and kittens were counted in addition to 385 dogs and puppies. Issues with the cattery that have been documented by the USDA included a cat with a dark crusty discharge around both eyes, a flame-point Himalayan with clear mucus film in both eyes, accumulations of clutter, hair, dirt, and grime in the cattery, and a strong ammonia (urine) odor in the cat area. USDA #43-A-4206.

Tina Carr/ Simply Puppies – Hannibal, MO: Dead Dog Found Outside in the Bitter Cold

Simply Puppies has accumulated numerous federal Animal Welfare Act violations over the last several years, including a January 2013 violation for 22 puppies kept on one-inch wire flooring, which is an injury and entrapment risk; February 2011 violations for failure to provide adequate bedding when it was 13.6 degrees F. outside; and one dog who was observed to be shivering with frozen water droplets on the dog's chin. In 2012, Carr received an official warning from the USDA for previous violations of the Animal Welfare Act regulations. In January 2011, Carr was cited by USDA inspectors for a "direct non-compliance" for a dead dog found by the inspector in a kennel with another dog. The report does not specify how the dog died, but indicates that it may have been due to the bitter cold temperatures: "At time of inspection a female Dachshund (#222) was found dead in an outdoor run with another live dog. [....]the outdoor temperature was 28 degrees F. There were approximately 20 short-haired Dachshunds that were in outdoor enclosures with no bedding available." (USDA, Jan. 2011). USDA #43-A-5672.

See The HSUS's Dirty Dozen reports for details at humanesociety.org/puppymillresearch.

Brandi Cheney/ Circle B Farms, LLC – Huntsville, MO: Still Licensed by USDA after being linked to Previously Shuttered Kennel

USDA inspectors photographed several severely matted and injured dogs at a puppy mill co-owned by Brandi Cheney in 2008, and the facility soon accumulated more than 500 pages of enforcement records. The puppy mill was shut down in 2011, but Cheney now operates a different puppy mill under a new limited liability corporation in Huntsville, MO. /USDA 2008.

No list of problematic kennels would be complete without Circle B Farms, LLC, operated by Brandi Cheney. Cheney has been associated with several different business names and breeding operations in Missouri. A previous facility, S & S Family Puppies, which was licensed to both Cheney and her mother, Diana Stephenson, was linked to more than 500 hundred pages of USDA enforcement records, including violations for sick and injured dogs who had not been treated by a vet, dead or dying dogs found on the property, dogs without adequate protection from the heat and cold, and more. S & S Family Puppies was finally shut down in May 2011, but Brandi continues to operate Circle B Farms, LLC (#43-B-3698), a second puppy mill in a different location. USDA inspections of Circle B Farms in 2011 uncovered a number of new, severe violations, including dogs in need of veterinary care, temperatures inside the kennel registering as high as 109.5 degrees F., failure to provide adequate lighting or electricity, and failure to provide adequate cage space. USDA #43-B-3698 and previous #43-B-0435.

The HSUS has also received consumer complaints about sick puppies sold by this operator. See the HSUS's 2011 Dirty Dozen report update at www.humanesociety.org/puppymillresearch for more details.

Kimberly Coleman/ TLC's Kennel – Clinton, MO: Fined $8,250 by USDA

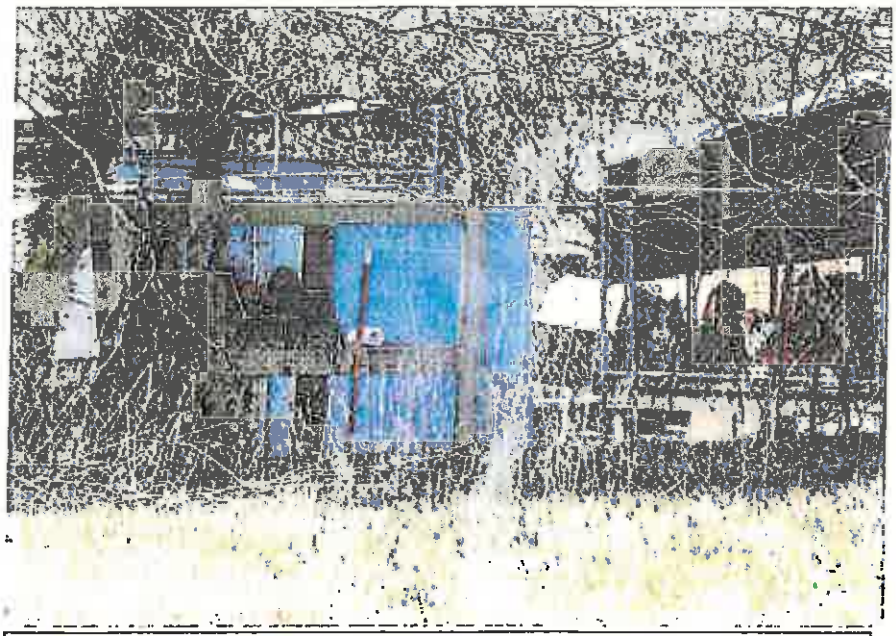
TLC's Kennel has more than 300 dogs and puppies, but USDA inspectors were not able to check on their welfare in January 2013, when the operator failed to make the facility available during regular business hours for inspection (a violation). Previous violations at the kennel include dogs in wet or freezing weather without adequate protection, including 37 dogs which the inspector noted had "soiled or wet hair coats," and dogs kept in rusty enclosures with holes in the flooring, strong odors and flies throughout the facility. In 2010, the operator entered in to a settlement agreement with the USDA and was fined $8,250 for violations of the Animal Welfare Act regulations. USDA #43-A-4973.

Lou Cox/ Lou's Country Kennel – Chillicothe, MO: Dogs with Ribs Protruding; Animals Outside in 23 Degree Weather

After accumulating dozens of pages of severe USDA violations between 1993 and 2012, and appearing in the HSUS's Missouri's Dirty Dozen update report (at www.humanesociety.org/puppymillresearch) in 2011, this kennel cancelled its USDA license for unknown reasons in March 2012. Unfortunately, that was not the end of the story, as the kennel remains state-licensed in Missouri in 2013. Horrific violations at this kennel documented by federal inspectors included: dogs with painful eye conditions who had not been treated by a vet despite repeat warnings; a seriously underweight mother Rottweiler with her rib and hip bones protruding, who had only two surviving puppies out of a litter of six, a dog who was so badly matted that the inspector could not see her eyes, and dogs "shivering in a crouched position" in 23 degree F temperatures. Inspectors also noted during one visit that the drinking water was frozen in all of the outdoor kennels.

Marsha Cox/ Mar-Don Kennel – Chillicothe, MO: Surfaces Covered in Feces; Dogs in Below Freezing Cold

Marsha Cox, a relative of Lou Cox, was named as one of our original *Missouri's Dirty Dozen* in a 2010 report on some of the worst puppy mills in Missouri [See HSUS's 2010 and 2011 Dirty Dozen reports for details.] Marsha Cox's USDA license was cancelled in 2011 after she repeatedly refused access to inspectors and was cited for severe animal care problems, including keeping animals outside in below-freezing temperatures without adequate protection from the cold, underweight animals, and sick animals who had not been treated by a vet. Although Marsha Cox has lost her USDA license, she remains Missouri state licensed in 2013.



USDA inspectors repeatedly found dogs at Marsha Cox's Mar-Don Kennel outside in the cold without adequate protection from extreme temperatures. The USDA revoked her federal license in 2011 but the state continues to allow her to operate in 2013. /The HSUS 2010

Kenneth Dake/ Dake's Kennel – Dixon, MO : Accumulations of Trash and Waste

Dake's Kennel has been cited for recurring violations since at least 2007. In December 2012, USDA inspectors found 10 violations, including a Golden Retriever with sores inside her ears, excessive accumulations of trash and waste, unsafe housing, and dogs without adequate protection from the weather when temperatures had been in the 30s at night. Prior violations include storing rat poison two feet away from the dog food, puppies found huddling together in a whelping trailer that was only 42 degrees F at the time of inspection, failure to provide adequate protection to dogs in the outdoor enclosures when the outdoor temperature was 34 degrees F at time of inspection, and excessive

accumulations of feces. Dake's Kennel received an official warning from the USDA in 2011 for violations of the Animal Welfare Act regulations. USDA # 43-A-5402.

LeRoy Detweiler/ Sunset Ridge Kennel – Princeton, MO: "Thin and Listless" Dog Died of Sepsis; Dogs Exposed to Heat Index over 114 Degrees F

Joseph and LeRoy Detweiler had a history of problems under their joint USDA license (#43-A-5447), including an official warning in 2012, but in January 2013 the USDA allowed the Detweilers to cancel the joint license and granted LeRoy Detweiler a new license, USDA #43-A-5786, at the same address.

Violations from the Detweilers' USDA reports include a lethargic and shivering mother Chihuahua with only one surviving puppy, sick and lethargic puppies lacking veterinary care, a "high death rate" in puppy litters (July 2010), repeated problems with excessive accumulations of feces, dogs kept in unsafe temperatures, including a heat index of 114.1 degrees F in one of the buildings, and many other problems.

Grave problems have been found by state inspectors as well. In May 2012, a Missouri state inspector visited the kennel and found a gravely ill dog. Wrote the inspector: "there is a King Charles Cavalier, dog number 406 that is thin and listless [...] This dog is not trying to stand up. The licensee is keeping a list of dogs that have been treated or that have been seen by the attending veterinarian. Dog 406 is not on that list." The inspector updated the report five days later, noting that the dog had died after the licensee was required to take him to the vet: "The licensee took the dog immediately to Dr. Alumbaugh. Dr. Alumbaugh put the dog on IVs as soon as it got there. The dog died 2 hours later. The necropsy show[ed] that the intestine had adhered together, causing [...] septic death."

Miriam and Neal Feldkamp—Lewistown, MO: Injured Dogs in Need of Vet Care; Puppies Coated in Grime

The USDA has found recurring violations at the Feldkamp facility as recently as January 2013, when the kennel was cited for three repeat violations, including a veterinary care violation for two dogs with untreated injuries: a shih tzu with an open, oozing lesion and a dachshund who was limping and had a swollen lower leg. Additional issues found at the same inspection included an excessive build-up of feces; when questioned, the licensee told the inspector that "she cleans the outside portions of the enclosures about once a week" but regulations require that enclosures be spot cleaned daily.

The kennel has also repeatedly been cited for puppies, some as young as three days old, who were found with their feet falling through the wire flooring, a significant risk for entrapment and injury and a violation of both USDA and state regulations.

In September 2012, USDA inspectors found whelping areas so filthy that a litter of shih tzu puppies had "coats that were soiled with a brown grimy organic material," and in April 2012, USDA inspectors found that no vet had been to the facility in almost two years. USDA #43-A-3036.

Mary Foster and Cathy Griesbauer/ Country Pets – Montgomery City, MO: Extremely Thin Dog and Reports of Sick Puppies; Co-Owner was Head of Professional Pet Association

The HSUS has received numerous complaints alleging sick puppies purchased from pet stores who originated from Country Pets, an enormous puppy mill which houses more than 750 dogs and puppies. The kennel received an official warning from the USDA in September 2012 for failure to provide veterinary care and failing to allow access to inspectors on four prior occasions.

During Country Pets' most recent federal inspection in August 2012, after twice finding no one present when inspectors arrived to attempt an inspection, USDA inspectors found several dogs in urgent need of veterinary care, including a Shih Tzu with a lesion on her eye who was squinting and blinking, a Bichon with a mass in her mouth, and a weimaraner who was seriously underweight, with his "rib, spine, hip bones, sit bones, and long bones all prominent and easily visualized from a distance." None of the animals had been examined by a vet, according to the inspection report. During a 2011 visit, USDA inspectors found additional problems, including dogs in need of veterinary care, dogs found panting in excessive heat, and housing in such disrepair that dogs' legs were falling through the flooring.

One of Country Pets' co-owners, Cathy Griesbauer, has been linked to numerous efforts to defeat animal protection laws. She was the President of the Professional Pet Association in Missouri in 2010; the PPA actively fought the passage of Proposition B, a ballot initiative designed to improve the care of dogs in puppy mills. USDA #43-A-1843.

Rhonda Gear/ Country Babies – Galt, MO: Dogs without Shelter in 20 Degree Temperatures, Buildings Not Cleaned in Months

Country Babies was listed in the HSUS's Dirty Dozen reports in 2010 and 2011 (see www.humanesociety.org/puppymillresearch) due to severe ongoing animal care violations, but is still in operation in 2013. The facility has accumulated numerous ongoing violations, including repeat violations for dogs with untreated medical issues, failure to provide adequate shelter to the dogs, filthy conditions, rodent infestation, and more.

At press time, USDA public records show that the agency may be in the process of revoking Country Babies's USDA license. The full complaint highlighting many violations cited over the years can be found at http://www.aphis.usda.gov/foia/enforcement_actions/2012/September/Animal%20Welfare%20Act%20(AWA)/Complaints/MO10047-AC%20Rhoda%20Louise%20Gear%20Complaint_Redacted.pdf
Even if Gear's USDA license is revoked, The HSUS has concerns that the dealer will remain licensed with the Missouri Department of Agriculture (MDA) and continue selling directly to the public, as have so many others in the state (Marsha Cox, Lou Cox, Wendy Laymon). The HSUS has urged the USDA and MDA to ensure that, if this dealer is permanently shut down, the dogs should be transferred to reputable shelters and rescue groups to receive proper care. USDA #43-B-3613.

Beverly Hargis/Hargis' Sunshines Kennel – Hallsville, MO: Injured and Limping Dogs

Hargis' Sunshines Kennel has been cited for multiple USDA violations over the years, including numerous dogs who were matted and dirty and in need of medical care, dogs who were limping due to untreated injuries, dogs without adequate protection from the cold, a "strong ammonia odor," and housing and sanitation problems. In January 2012, Hargis' Sunshines Kennel received an official warning from the USDA for violating the Animal Welfare Act regulations. Nevertheless, as documented at its most recent USDA inspection in November 2012, serious issues continued. The kennel was cited for having dogs with inadequate cage space, excessive feces in some of the enclosures, to the point where some of the dogs could not walk without stepping in their feces, and a foul odor. In addition to being licensed to sell to pet stores, the kennel also sells puppies online via puppyfind.com. USDA # 43-A-0209.

Renee Horton/ Horton Kennel – Curryville, MO: Dogs Walking in Diarrhea

In March 2012, after attempting to perform an inspection on three prior occasions and being denied access, USDA inspectors finally entered Horton Kennel for an inspection. They found a Boxer with two masses which had not been evaluated by a vet, a Cocker Spaniel with yellow-green discharge around her

eye which had not been treated by a vet, a large hole in the flooring of one enclosure filled with a murky brown liquid, and dogs without adequate shade who were panting in the sun.

Additional violations found at the facility in recent years include a fly infestation, multiple dogs found stepping in their own diarrhea; other dogs with untreated medical issues such as masses and ear problems; and a dog who was matted so severely over 60% of her body that her fur was "heavily twisted and ropey," per USDA inspectors. USDA #43-A-2675.

Wilma Jinson/ Jinson Kennel – Stella, MO: "Obvious Veterinary Care Problems" per USDA Inspector; Fined by USDA

In December 2012, Jinson Kennel was cited for a number of USDA violations, including an emaciated Miniature Pincher who was so thin that "each of her vertebrae could be seen," and a bulldog with a paw injury so swollen that "the tissue had split in the middle and was draining," which the inspector noted "can be painful and can indicate infection." Similar problems at Jinson Kennel have been longstanding. As previously described in The HSUS's Dirty Dozen update report in March 2011 (http://www.humanesociety.org/assets/pdfs/pets/puppy_mills/missouris_dirty_dozen_update.pdf), this breeder is still in operation despite many violations for filthy conditions, sick and injured animals, and direct non-compliance with USDA standards of care.

In December 2010, Jinson was cited by federal inspectors for a "direct non-compliance" for several dogs with untreated medical issues, including a dog with red, swollen paws and a dog whose leg was "swollen and bent at an unusual angle." When asked about the dog with the "bent" leg, the licensee told the inspector that "she was a climber and she fell," but she had not had the dog treated for the obvious injury. The kennel was also cited for housing in disrepair, failure to provide the dogs and puppies with adequate shelter from the elements, puppies with their feet passing through the wire flooring, and dirty water receptacles.

In September 2010, the USDA issued Jinson an Official Warning for "failure to establish and maintain an effective program for the control of insects, external parasites affecting dogs, and [control of] birds and mammals that are pests" at the facility.

In July 2010, Missouri state department of agriculture inspectors found a whelping building that "is rotting and smells of mold," a fly infestation, and dogs exposed to contaminated washdown runoff, among other issues.

Additional violations go back to at least 2007. The HSUS has also received complaints from several people who allegedly purchased sick puppies from Jinson Kennel. USDA #43-A-2656.

Wendy Laymon/ Shadow Mountain Kennel – Rogersville, MO: Banned from USDA, Yet Still Licensed in Missouri after Numerous State Violations

As reported in our 2010 and 2011 Dirty Dozen reports, on March 27, 2009 the USDA levied action against Wendy Laymon (dba Shadow Mountain Kennel) under docket #08-0089: http://www.da.usda.gov/oaljdecisions/090403_AWA-08-0089.pdf for multiple violations of the Animal Welfare Act. She was fined $7,125 (held in abeyance) and banned from holding a USDA license for three years, yet Laymon continues to be licensed by the state of Missouri in 2013, allowing her to sell puppies directly to the public and online.

In August 2011 The HSUS submitted a complaint to Missouri Attorney General Chris Koster regarding a proported dog "rescue" group also run by Laymon, which was believed to be a front for discarding the kennel's unwanted breeding dogs. The complaint contended that Laymon was violating the state's consumer protection law by deceiving the public into believing that some of the dogs in her operation are rescued from other facilities, when in fact many of the "rescued" dogs could have been coming directly from her puppy mill. The AG did not formally respond to The HSUS's complaint, but "Rescue a French Bulldog" is no longer licensed separately in Missouri as a nonprofit kennel in 2013. However, Laymon's breeding operation is still licensed as a commercial kennel in Missouri: http://www.humanesociety.org/news/press_releases/2011/08/dirty_dozen_puppy_mill_08052011.html Laymon's kennel has been cited by Missouri Department of Agriculture officials for numerous violations in recent years, including selling an allegedly "rescued" French bulldog online without a rabies vaccination or health certificate (June 2012); several dogs with such long toenails that the nails had "curled back into the pad of the foot"; refusing to allow inspectors to look inside a building which appeared to be a kennel building but which Laymon claimed did not have dogs in it, and a period of more than two years during which Missouri state inspectors found there had been no documented veterinary visit to the kennel (2008 to 2010). Annual veterinary visits for commercial kennels are required by law in Missouri.

Jeff Burnside of Washington's KOMO 4 News expanded upon the Laymon story in February 2013, reporting that consumers across the country were still claiming to receive sick puppies from the facility thanks to unregulated Internet sales: http://www.komonews.com/news/local/Loophole-lets-accused-puppy-mill-operator-sell-dogs-online-192901401.html.

Rose Marlow/ Pet Degree Ranch – Wellsville, MO: Received Official Warning for Violating Animal Welfare Act Regulations

In January 2012, Marlow received an Official Warning from the USDA for violating federal regulations due to conditions at Pet Degree Ranch. The warning listed 19 violations pertaining to housing/facilities and four violations pertaining to veterinary care between December 2010 and December 2011. But the violations did not stop after Pet Degree Ranch received the warning. From January 2012 to March 2013, USDA inspectors recorded 17 violations pertaining to housing/facilities and one violation pertaining to veterinary care. Specific examples of repeated violations include dogs without adequate protection from the wind and rain; expired infant medication kept in kennel area as if used on dogs; outdoor housing for numerous dogs who had no bedding or other way of preserving their body heat when temperatures dropped below 35 degrees F; sharp and rusted parts of the kennel that were a danger to the dogs; and sick animals who had not been treated by a vet. USDA #43-A-4368.

Tom Nelson/ Oak Ridge Pets – Macon, MO: Dogs with Fresh Bite Wounds

USDA inspectors have repeatedly cited Oak Ridge Pets for dogs in need of veterinary care, including dogs with oozing eyes, lesions, and lameness. In November 2012, a USDA inspector found two dogs with eye problems so noticeable that "a yellowish build up" covered the entire eye, and other dogs with fresh bite wounds. The licensee told the inspector that eight dogs had died over the last several months due to "fighting." In March 2010, puppies were found with their "feet and legs dangling" from gaps in the wire flooring and the operator was found to be repeatedly keeping animals in cages that were too small. USDA #43-B-3425.

Joe Overlease/ C & J's Cockers – Miller, MO: Multiple Consumer Complaints and Many State Violations

The HSUS has received a number of consumer complaints alleging sick puppies sold by C & J's Cockers, which sells cocker spaniels online and directly to the public. The kennel is not USDA licensed so it can't legally sell to pet stores, but it sells puppies via its own website, Cocker-spaniels.com, and online classified sites such as Nextdaypets.com.

Between May 2010 and February 2012, Missouri Department of Agriculture officials cited the puppy mill for a number of violations, including overcrowded and dirty conditions, safety concerns, dozens of matted dogs (1/26/2011), no proof of veterinary care (2/7/2012), and unsafe housing conditions (multiple dates). State records indicate that there are currently more than 300 dogs and puppies at the kennel.

The facility is owned by Joe Overlease, former president of the Professional Kennel Club of Missouri. Overlease was a vocal opponent of Proposition B, a 2010 ballot initiative that would have vastly improved the standards of care for dogs in commercial kennels in Missouri. Overlease's kennel has been state-licensed since November 2003, after state officials found him operating an illegal, unlicensed kennel and required him to obtain a license.

Overlease's current website contains misinformation about adoption and shelter pets, advising readers who are considering adopting a dog from a shelter that "You should have a good insurance policy that covers animal attacks on your neighbors and visitors. And you also need to make sure your children and grandchildren or others are closely supervised." Overlease goes on to state that adopting instead of buying a puppy "can become a very expensive nightmare in the long run." Complaints received by The HSUS indicate that purchasing puppies from puppy mills has become an expensive nightmare for many buyers.

Valente Rios/ Rios Kennel – Galt, MO: Dogs in Complete Darkness; Failure to Obtain Vet Care

Inspection reports show there are more than 300 dogs and puppies at Rios Kennel. The puppy mill has been cited for numerous USDA violations, some as recent as January 2013, for injured dogs who had not been treated by a vet, filthy conditions, inadequate space, and ammonia levels in a windowless whelping building so strong that inspectors' noses "began burning and then started running," according to USDA inspection reports.

Additional USDA violations included limping dogs with swollen feet, animals with so much feces in their enclosures that they had difficulty walking without stepping in it, and dogs caged in a windowless building in "nearly pitch black" conditions without access to the outdoors or adequate light.

Missouri state inspectors have found additional problems at the facility as recently as March 2012, when an inspector found dogs who did not have water and a Yorkie with an eye problem that had not been treated. USDA #43-A-5652.

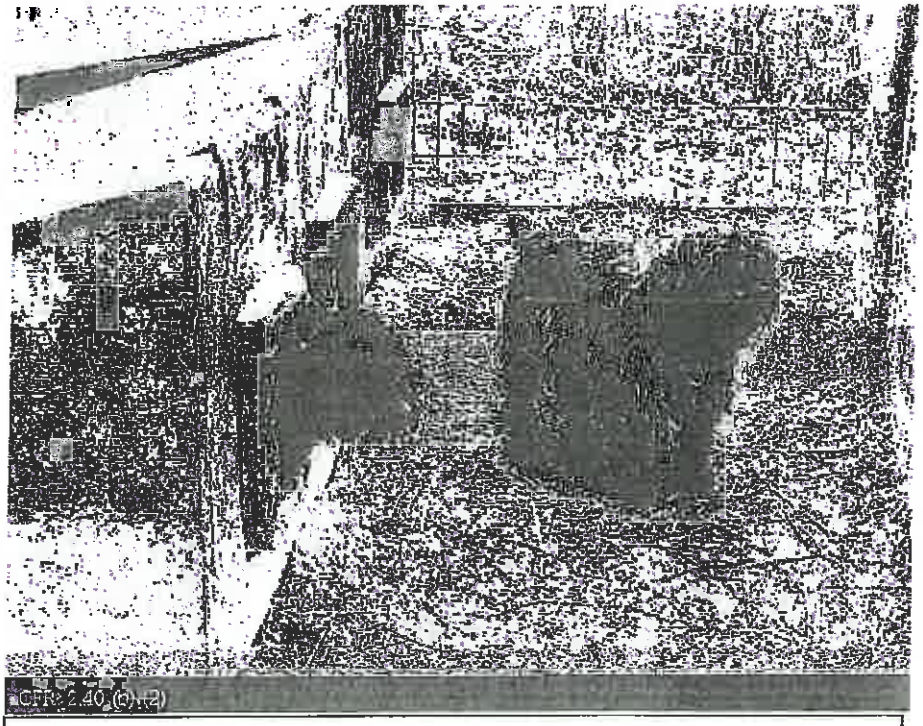
Donald Schrage/ Rabbit Ridge Kennel – Edina, MO: Starving Dogs, Open Wounds, Performed Surgery on Puppy without a License in Filthy Conditions

Donald Schrage's Rabbit Ridge Kennel has been cited for severe, repeat Animal Welfare Act violations for many years in a row, including violations as horrific as performing surgeries on his own dogs in filthy conditions; emaciated animals with their ribs, vertebrae and hip bones protruding; dogs with crusty eyes, scabs and lesions; dogs in excessive heat without adequate air flow, and a dog with an untreated

tumor. During one visit, USDA inspectors noted the kennel had only one full-time employee and one part-time employee to care for more than 300 animals.

The following USDA violations were documented in May 2012: "A female Lhasa Apso, tag #198, was observed to be very thin, her ribs, vertebrae, and hip bones are very prominent and easily visible, and she has a tucked abdomen. There is a very obvious loss of muscle of her front shoulders, front and back legs, making the long bones and shoulder blades visible." In addition, "a male Boston Terrier, with no ID, was observed repeatedly licking the front of his muzzle. Upon closer observation there is an open wound approximately ½ inch in diameter under his left nostril. The skin in this open area is reddened."

On August 3, 2011, a USDA inspector found that a black schnauzer puppy had recently had his ears cropped, even though the licensee "is not trained or qualified to safely conduct painful, surgical procedures involving the amputation of tissue" and the fluid Schrage allegedly used to sanitize his equipment was "discolored and yellow in appearance, did not smell like alcohol, contained a dead floating insect, and had no cap." The inspector emphasized that surgeries conducted without appropriate training "could result in pain, distress, infection or injury of animals."



USDA Inspectors have documented horrific violations at Donald Schrage's Rabbit Ridge Kennel in Edina, MO. /USDA 2011

The HSUS has urged both the USDA and the Missouri Department of Agriculture to shut this noncompliant kennel down and allow the dogs to be sent to shelters and rescue organizations for proper care and placement, and will continue to urge the authorities to take appropriate action. USDA #43-A-1957.

Amos Schwartz – Princeton, MO: Dogs Shivering in the Cold, Underweight Dogs and Open Wounds

Numerous violations have been documented at this kennel over the years, including an issue in February 2012 when a USDA inspector noted a Husky with an oozing eye and a bleeding mass, and a maltese with a dark purple swelling on his paw who was unable to put weight on it, among other problems. During the same inspection, a French bulldog was seen shivering in the cold without adequate protection. In November 2011, inspectors found an underweight husky so malnourished that "her hips and ribs could be easily visualized, even under her thick coat," according to the USDA inspector. The inspector

also found an Old English sheepdog with an open wound, and other violations. The facility received an official warning from the USDA in 2012. USDA # 43-A-5349.

Kaye and William Waddell – Montgomery City, MO: Dog with Ulcerated Mass Was Not Treated for Four Months, then Euthanized

In March 2011, a veterinary medical officer with the USDA identified a lhasa apso at the Waddell kennel who had "a mass on the underside of her abdomen which was approximately 2.5 inches in diameter. The mass was covered with pink, raised bumps," some of which appeared to be ulcerated, according to the report, and the "crater-like lesions were oozing blood." Both the dog's back leg and the enclosure had fresh blood on them, according to the report. The veterinary inspector informed the breeder that "open wounds are likely painful and allow bacteria and other disease-causing organisms access to the body," and instructed the licensees in writing to get the dog to a veterinarian within a week and document her treatment. Instead, the inspector found out the following year (2/09/12) that "the licensee waited over four months to have the dog examined by a veterinarian" and at that point had the dog euthanized, violating regulations that require adequate and timely veterinary care for sick and injured animals.

Additional problems found at the Waddells' facility include medications found in 2012 which had expired in 2001, 2005 and 2010. The inspector noted, "expired drugs may not work as anticipated, could become contaminated, and could harm the animals." USDA #43-A-0439.

Joyce Young/ Young's Ozark Kennel – Pottersville, MO: Puppies with their Feet Falling Through Wire Floors

Joyce Young received an official warning from the USDA in April 2012 for violating the Animal Welfare Act regulations. With the exception of the year 2011, problems have been occurring at Young's Ozark Kennel for many years; it has been in business since at least 2005.

In July 2010, a USDA inspector found ten dogs in need of veterinary care at Young's Ozark Kennel, including four "excessively matted" dogs whose discomfort at being entwined in the matted hair was enhanced by the fact that it was over 90 degrees with high humidity. The inspector also found two lactating female dogs who were "very thin," including a "beagle with six pups and a miniature pincher with three pups. Their spine and hips are prominent and their coats are dull," according to the report.

Prior violations documented by USDA inspectors include puppies found repeatedly with their feet falling through the wire flooring, dirty food and water, and unsafe conditions. USDA #43-A-4644.

NEBRASKA

Barbara Crick / Cricks Kennels –Burwell, NE: Shot a Golden Retriever in the Head

The kennel has been cited for repeated problems with unsafe and shoddy housing and piles of feces, as well as dogs kept in extremely hot enclosures (over 91 degrees F) in August without adequate protection, and dogs kept in below-freezing temperatures in the winter (26 degrees F). In 2012, the operator was repeatedly cited for filthy and unsafe conditions. In 2008, a USDA inspector found a horrific sight: "a dead female golden retriever that had been tied to a post behind the east kennel and

shot in the head with a .22 caliber gun." The operator was told that shooting a dog was not an acceptable method of routine euthanasia. One has to wonder if this was the first dog at Cricks Kennels to meet such a fate. USDA #47-A-0426.

Linda Hager – Crab Orchard, NE: "Not Home" Six Times in a Row when Inspectors Came?

After a history of being cited for very serious violations of the Animal Welfare Act regulations, this operator appears to have suddenly become "unavailable" whenever federal inspectors pay a visit. As of March 2013, the kennel has denied entry to USDA inspectors at their last six attempted inspections, wasting taxpayer dollars and hiding the conditions of the animals on the premises – premises with a history of repeat animal welfare act violations and dismal animal care. Inspectors have not been able to visit the kennel since August 2011, at which time they found two dogs who were so ill that they had to be euthanized.

In May 2011, the USDA issued Hager a warning for issues involving insufficient vet care, unsafe housing, inadequate cleaning, drainage and sanitation, and other issues. USDA #47-A-0410.

Janice and Steph McCutcheon, and Krystal Wulf – Guide Rock NE: Dead Mice in Puppy Room

USDA violations at this facility have included: rodent droppings and nine dead mice found in the "nursery building," in response to which the licensee stated that she had recently removed the dead mice from a dog's water bowl (Jan. 2013); a Bassett hound with nails so long that it caused "rotation of the feet" when the dog was standing (Jan. 2012), a Mastiff with a bleeding wound on the tail (March 2011), and a French Bulldog with "circular pink lesions" on one paw; the paw was swollen and the nail was missing, according to the inspector, and the dog would not put weight on the paw (Feb. 2011). This puppy mill has two different locations, both licensed under USDA #47-A-0553.

NEW YORK

Clara and Dan Byler/ Bylers Kennel – Troupsburg, NY: No Vet at the Facility for almost Two Years; Dogs Found in the Cold Without Food or Water

Bylers Kennel was first licensed in August, 2010. Since then it has been visited by USDA inspectors seven times and has had violations noted on all seven of those reports.

During a January 2012 visit, a USDA inspector noted that not only was there no record of a vet having visited Bylers Kennel since April 2010, but a medicine cabinet was full of used syringes. The inspector noted, "these needles need to be discarded after use and a new needle used when giving vaccinations to prevent the spread of diseases." The inspector also noticed bloody urine on the floor of one of the enclosures, a repeat violation, and recommended that the dogs in the enclosure be separated to determine which one needed to be treated. Additional violations found during recent inspections included dogs heavily matted and in need of grooming, whelping boxes "soaked with urine" and feces, dirty conditions, and unsafe housing.

In January 2011, USDA inspector found dogs in below freezing temperatures without adequate protection from the cold. The inspector also noted that some of the dogs did not have food. The inspector noted that when given food, "almost all the dogs began to consume the food immediately" as if very hungry. The inspector also noted that two of the dogs did not have water, and when offered water they drank "continually for several minutes." USDA #21-A-0150.

Rebecca Graber – Waterloo, NY: Dogs with "Raw and Bloody" Wounds

This relatively new kennel has already been cited by USDA inspectors for multiple serious direct violations, including a violation in February 2013 for dogs in 22 degree temperatures without adequate protection, and sanitation issues. In August 2012, Graber was cited for many violations including filthy conditions, puppies with their feet falling through the wire floors (a serious injury/entrapment risk), dogs without shelter from the weather, and multiple dogs in need of veterinary care, including two dogs with "raw skin exposed that was bloody." Violations noted on prior reports included still more violations for filthy conditions, improper medications used on dogs, inadequate shelter and inadequate protection from the elements. USDA # 21-A-0159.

Raymond Hoover/ Double R Kennel – Dundee, NY: Cutting off Puppies' Tails

Double R Kennel has been cited with multiple violations over the years, including repeat violations for matted dogs; rodent and dog feces found on the floor of the area where the food was stored (March 2013); unsanitary "tools" used for docking (cutting off) puppies' tails, which could lead to pain and infection (June 2010); dogs with oozing eyes and ears; filthy conditions; dirty syringes that were being re-used on dogs; and a French bulldog recovering from a C section who was housed in a dirty enclosure, which put her at risk of infection, according to the USDA report (June 2010). USDA #21-A-0065.

Alvin Shirk/ A & L Kennels – Dundee, NY: Emaciated and Wounded Dogs

A & L Kennels houses more than 300 dogs and puppies, according to recent USDA records. USDA inspectors have cited this facility in recent years for rodent infestations, a Boston Terrier with an eye injury, a Yorkie limping with raw flesh on the paw, a Jack Russell puppy with bite wounds, an underweight nursing westie who didn't have any food at the time of inspection, who when provided with food during the inspection, ate "for several minutes," an "emaciated" Dachshund with "obvious and prominent" skeletal structure showing, matted dogs and dirty conditions, and puppies kept on wire mesh floors, which is an entrapment and injury risk. USDA #21-A-0080.

Aaron Zimmerman – Dundee, NY: Urine Fumes so Strong they Hurt Inspectors' Eyes; Repeat Violations for Puppies in Danger on Wire Flooring

Aaron Zimmerman's facility has been cited again and again by USDA inspectors for facilities in disrepair, puppies with their feet falling through wire floors, and unsanitary and filthy conditions. Additional violations include lack of proper vet care, including dogs with hair loss and skin problems, piles of feces, and an ammonia level (from urine odors) so strong that it hurt inspectors' eyes. Several of the problems have been documented repeatedly over a period of many years. In December 2011, a USDA inspector noted the kennel was so filthy that "it is evident that the facility has not been sanitized in at least two or more weeks."

Aaron Zimmerman's kennel has been in business for over a decade. The most recent reports available during the preparation of this report were from 2006, during which Zimmerman was cited for an underweight mother dog with "thin" puppies who were seen "shaking and seem[ed] to have difficulty moving around" and the inspector noted, "the owners do not feel that the mother is producing enough milk, but are not supplementing the mother [with] additional nutrients." During the same inspection, Zimmerman was cited with a "repeat NCI" [noncompliant item] for puppies with their feel falling through the wire floors; in fact, the USDA inspector noted she had to free one puppy and one adult dog who had their feet trapped in the wire mesh and didn't seem to be able to free themselves. Despite this very serious injury risk, inspectors found the same issue again and again over the years – including violations in 2006, 2007, 2008, and 2012. In addition, the issue with the "very strong ammonia" odor was repeatedly documented between 2006 and 2011. At its most recent inspection the kennel had more than 100 dogs. USDA #21-A-0075.

Nathan Zimmerman – Penn Yan, NY: Repeatedly Keeping Puppies on Dangerous Wire Floors

Although he has been cited again and again by USDA inspectors for the violation, Nathan Zimmerman has been found repeatedly keeping small puppies on wide and unsafe wire flooring. Wire flooring presents an entrapment risk for small puppies, whose feet often fall through the wire, leaving the animals trapped or causing them to injure themselves in an attempt to get free.

Wire flooring can also lead to foot injuries in dogs of any age, which may be the cause of a cocker spaniel found by USDA inspectors in January 2013 with a swollen paw who was unable to put weight on her foot. During the same inspection, the inspector noted two Chihuahuas who were kept on wire flooring with gaps of 1.5" square – an obvious entrapment risk and discomfort issue for tiny breeds like Chihuahuas, whose feet are often smaller than the gaps themselves.

Nathan Zimmerman's kennel has been in business for more than a decade. During previous inspections, USDA inspectors cited Zimmerman for filthy conditions, puppies with their feet falling through the wire flooring, an emaciated 5-week-old puppy, and cutting the tails off puppies on site without specific veterinary guidance. USDA #21-A-0103.

NORTH CAROLINA

Roger and Marilyn Hall/ Royal Acres Kennel – Magnolia, NC : 58 Suffering Dogs Removed in February 2013

Royal Acres sells small-breed and "designer" puppies online via www.royalacreskennel.com. On their website, the operators describe their heated and air-conditioned indoor kennel and claim "we feel that our adults should be treated with the same love and kindness as our puppies. Because if not for them, we wouldn't be able to share these adorable babies with you."

Unfortunately, when HSUS's state director, Kim Alboum, visited the kennel, she found that care was severely lacking. Said Alboum: "We walked to the second row of housing and found several suffering

Dogs surrendered by Royal Acres Kennel were found with severe, untreated medical issues like tumors, infections, and dental disease so advanced that parts of some of the animals' jaws had rotted away. /HSUS 2013

dogs. [The breeder] explained that these were all old dogs but I only saw only a few that truly looked old. The rest had hair loss, major dental infection, broken bones, eye infection, etc. [The owner] stated that the dogs are seen by a vet but in a statement immediately following stated that the [paralyzed dog] had not seen a vet in at least a year. She said she just can't get rid of the old dogs, which is interesting because she sold nearly 100 at the Ohio Dog Auction in 2010."

In February 2013, with the assistance of Alboum, local law enforcement, and The HSUS, 58 dogs with severe medical problems were removed from Royal Acres kennel after veterinarians determined they were in need of care that the kennel was not providing. Conditions included blind dogs, dogs with dental decay so severe that several of the dogs' jaws were disintegrated and they could no longer keep their tongues in their mouths; tumors; infections; and a paralyzed dachshund who had injured his private parts by dragging them along the dirty ground for so long on nonworking legs. Witnesses said the ammonia levels in the facility burned their eyes.

Unfortunately, even though 58 dogs were relinquished and are now in good homes, authorities were required to leave more than 40 dogs behind at the property because of a lack of clear and adequate legal standards in the state.

Joe and Cynthia Williams/ NC Great Danes, aka Promise [sic] Land Danes – Wilson, NC: Big Dogs, Little Food

A mastiff surrendered by the Williams was clearly malnourished, yet was nursing puppies. /The HSUS 2012

In August 2012, 28 large-breed dogs, including Great Danes, Mastiffs, and Doberman Pinschers were rescued from the kennel known as NC Great Danes in Wilson, NC. Several of the dogs were underweight and suffering from untreated masses, infections or injuries. Although the animals were eventually surrendered for treatment, the cruelty case against the kennel's operators was dismissed on procedural technicalities. The facility remains in business, selling puppies through online classifieds sites such as PuppyFind.com and Hoobly.com. They have now changed the kennel name to Promise Land Danes and sometimes do not use any kennel name at all, just the breeders' last name.

In her online puppy ads, the breeder mentions that she is AKC inspected. Most of the kennels recently shut down in NC have been "AKC inspected," yet AKC continues to obstruct the passage of stronger animal protection laws in North Carolina.

OHIO

Harvey Burkholder/ H & A Kennels – Shiloh, OH: Sale of Underage Puppies, Severe Dental Disease

Violations have been occurring at Burkholder's kennel for many years. In 2012, the operator received an official warning from the USDA for eight kinds of violations recorded by inspectors between June 2010 and September 2011 during five different inspections.

One USDA inspector noted in March 2011 that a "dog was observed sitting in the back of the cage holding its mouth in an odd position." According to the inspector, "Upon further examination it was observed that the lower front teeth were very loose and able to move back and forth" when the inspector touched them.

The inspector also noted that several additional dogs in the kennel had been diagnosed "grade 5 out of 5 for dental disease," which is the most severe stage of periodontal disease in dogs and can lead to missing teeth, pain, bone loss, and/or an inability to eat properly. The inspector noted that neither the kennel owner nor his vet were doing anything to treat the dogs; in fact "the veterinarian gave no treatment instruction to the Licensee except to discharge the dogs to a rescue within 6-12 months or after done weaning a litter of pups," according to the report. The inspector noted that the severe dental disease could be causing "unnecessary pain and suffering" for the dogs.

Additional violations documented at H & A Kennels in recent years include filthy conditions, sale of underage puppies, repeated failure to keep kennels clean, a repeated failure to treat animals with serious medical conditions. USDA #31-A-0061.

Tom Coleman/ Lone Oak Kennel – Danville, OH: Dogs Found Dead in Kennel; Violated a Quarantine for Contagious Disease

Before moving to Ohio, Tom Coleman was state licensed as a pet dealer in Georgia, but in February 2012 the Georgia Department of Agriculture revoked his license for violations of the Georgia Animal Protection Act. The revocation stemmed from repeated incidents during which Georgia inspectors found sick and sometimes deceased dogs in Coleman's kennel who tested positive for Brucellosis, a serious zoonotic disease, followed by Coleman's failure to properly contain the disease and comply with a quarantine.

According to Georgia state records, Coleman's facility, then known as Copper Lake Kennels, was placed under quarantine due to dogs in his facility testing positive for Brucellosis. During a February 2012 inspection of Coleman's facility, it was discovered that he had violated the quarantine by removing the infected dogs. According to Georgia state records, Coleman told the Georgia Department of Agriculture that he had "moved to Utah and had taken the [quarantined] dogs with him." The Georgia Department of Agriculture later discovered that he had actually "moved himself along with the dogs to Ohio," according to state records.

Canine Brucellosis is an increasingly less rare bacterial disease which is highly contagious to other dogs and can even be spread to humans.[1] In recent years it has become more prevalent in Ohio.

Coleman was also federally licensed but his USDA license was cancelled in January 2012. Animal Welfare Act violations cited on Coleman's USDA inspection reports included: four schnauzer puppies with recently cropped "raw and unhealed" ears that were "laying on the wire in feces;" waste under the wire enclosures that "has been allowed to accumulate to excess for at least a week" that was causing a strong odor of ammonia (urine) and feces, Yorkies in cages with wire flooring that had large openings (1.5 inches) that were causing their feet to fall through, and a cocker spaniel in a cage with her puppies that had "no clean area for the dogs to lay down" due to accumulated feces.

Ohio state records show that the Ohio Department of Agriculture also quarantined Coleman's facility in March 2012 and again in May 2012, after being alerted by the Georgia Department of Agriculture about Coleman's history and the disease risk. March 2012 records show that Ohio state officials found "approximately 400 dogs" on the new property. Although Coleman's USDA license was cancelled and his Georgia license revoked, according to the most recently available Ohio county records, he still has a 2013 Knox County dog kennel license with approximately 225 dogs at his facility.

Vicky Galle/ Purrfect Endings Farms – Mt Vernon, OH: Not a "Purrfect" Ending for Dead Dog Found in Kennel

During a September 2009 USDA inspection of Vicky Galle's facility, a USDA inspector reportedly found 11 puppies in cages inside a van without any food or water. According to the report, Galle stated she had picked up the puppies from a breeder the previous day, and upon arriving back at her facility, left the puppies in the van overnight without giving them any food or water. During that same inspection, the USDA inspector reportedly also found a Husky tethered inside a barn by a choke collar, and a German Shepard puppy in a cage so small the puppy could not sit or stand up in it.

During a March 2010 USDA visit, an inspector reported seeing a recently euthanized dog who was "awaiting disposal" and had been placed within view of the other dogs in the kennel; the inspection report did not state why the dog was euthanized or what method was used, nor did it state who euthanized the dog. According to the same inspection report, Galle was also cited for using expired vaccines, having dirty food and water receptacles, accumulations of dirt and grime, and a "fresh rat hole" found inside the kennel. Even though she is no longer USDA licensed, online research reveals that Galle continues to offer puppies for sale to the public.

Galle cancelled her USDA license in 2010, but she continues to hold a Knox County, Ohio license in 2013, which allows her to sell dogs directly to the public or online. Galle is also the current President of the Ohio Association of Animal Owners (OAAO), which according to their website, is committed to "educate animal owners in their responsibility to animal care and public safety". In recent years, OAAO has opposed multiple animal welfare bills in the state. USDA #31-B-0154.

[1] According to the Centers for Disease Control, "in humans brucellosis can cause a range of symptoms that are similar to the flu and may include fever, sweats, headaches, back pains, and physical weakness. Severe infections of the central nervous systems or lining of the heart may occur. Brucellosis can also cause long-lasting or chronic symptoms that include recurrent fevers, joint pain, and fatigue." While Brucellosis is more prevalent in countries that do not have effective domestic animal health programs, The HSUS has received a disturbing increase in the number of reports of outbreaks at commercial dog breeding facilities within the last few years.

Lanzie "Junior" Horton - Millersburg, OH: Shut Down and Convicted of Animal Cruelty in VA; Moved to OH

In November 2007, following an HSUS investigation of Virginia puppy mills, The HSUS assisted local animal control authorities in removing approximately 800 dogs from Horton's Pups, owned by Lanzie Carroll "Junior" Horton in Hillsville, VA. In addition to finding dogs in deplorable conditions, The HSUS's investigation revealed that Horton was unlawfully selling puppies to pet stores without a USDA license. As a result of the investigation, the subsequent raid, and the conditions found, in May 2008 Horton was convicted on 14 counts of animal cruelty and 25 counts of animal neglect. The VA district court fined Horton $4,750, but local authorities allowed him to keep his county kennel license for up to 250 dogs.

In January 2009, improved commercial dog breeding laws went into e ffect in the state of Virginia. In addition to higher care standards, the new law prohibits anyone who has been convicted of animal cruelty from operating a dog breeding business within the state. In January 2009, an inspection of Horton's property in Hillsville, VA uncovered numerous violations of the new law and he was subsequently found guilty of more charges. Due to his animal cruelty convictions, Horton is no longer permitted to operate a commercial dog breeding facility in Virginia.

After the Virginia law went into effect, Horton was interviewed by a local newspaper and insinuated that he would move his dog breeding business out of Virginia, stating: "If *they* [Virginia] *want to be a communism state, they got other states you know, that you got rights in, you can do what you want to do.*"

An HSUS investigation in 2007-2008 resulted in Lanzie "Junior" Horton's conviction on multiple animal cruelty charges. Approximately 800 dogs were rescued from his kennel. But when VA refused to allow him to operate a kennel due to his history, he moved to Ohio, where he found the laws more permissive. /The HSUS 2007

Horton has since moved his kennel to Ohio where he holds a 2013 Coshocton County dog kennel license. Due to the lack of regular kennel inspections in Ohio (an issue that may change soon because Ohio recently passed a new law) it is unknown how many dogs Horton has and in what conditions he is keeping them, but local sources say he is still heavily involved in the dog business, has hundreds of dogs inside trailers, and has attended several dog auctions in Ohio.

In January 2013, The USDA fined Horton $14,430 for selling puppies to pet stores without a license, a result of evidence uncovered during The HSUS's 2007 investigation.

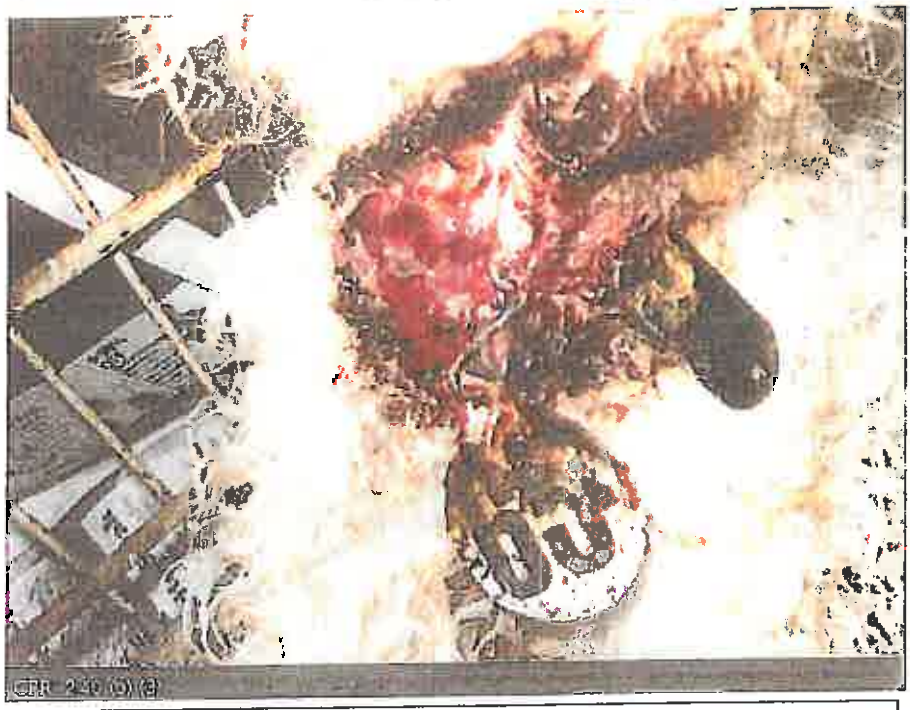
Isaac Martin – Shiloh, OH: USDA Inspector Noted, "This Dog is Suffering"

Isaac Martin has been licensed by the USDA (# 31-A-0015) for over 15 years, and in that time has accumulated dozens of pages of USDA violations, an official USDA warning, an official USDA complaint, and a consent decision from the USDA to cease and desist from continuing to violate the federal Animal Welfare Act (AWA) regulations. Horrific violations at the facility documented in federal inspection reports include: a poodle with a severely imbedded collar that caused an open, untreated neck wound so gruesome that the USDA inspector noted on the report "this dog is suffering;" a dog with a loose tooth that fell out when the USDA inspector "lightly touched the tooth," its root "covered in pus;" and the operator admitting to using dirty wire cutters to cut off puppies' dew claws.

Despite numerous absolutely shocking violations of basic animal care, and the recent (2012) fine and order, Isaac Martin remains USDA licensed and is also county licensed in 2013. At press time he still had multiple USDA violations on his most recent inspection reports (Oct 2012). At last count (October 2012) Martin had more than 100 dogs on his property. The HSUS has urged the USDA to permanently revoke Martin's license. USDA #31-A-0015.

Dan Mast/ Pine Grove Kennel– Millersburg, OH: Six Years in a Row of Vet Care Deficiencies

In January 2013, Pine Grove Kennel was cited for a "Direct, Repeat" noncompliance when USDA inspectors found two dogs in need of veterinary care at the facility. It was at least the sixth year in a row that Pine Grove Kennel was cited by USDA inspectors for a failure to maintain an appropriate veterinary care program. The puppy mill has also been cited repeatedly for unsanitary conditions, and in September 2012 an inspector noted rat droppings in the kennel. In August 2009, the USDA sent Dan Mast an Official Warning for violations of federal regulations for failing to "maintain adequate veterinary care programs that include availability of appropriate facilities, personnel, equipment and services" and for sanitation issues. USDA #31-A-0241.



A USDA inspector who found this poodle with a severe neck wound at Isaac Martin's facility noted, "this dog is suffering." /USDA, 2009

David Miller/ Clear Springs Kennel – Millersburg, OH: Sick and Injured Dogs

Clear Springs Kennel was cited for numerous USDA violations in January 2013, including seven dogs in need of veterinary care. The dogs were suffering from a variety of problems, including lesions, masses, dental disease and abscesses. When ordered to get veterinary care for the dogs, the operator elected to have two of the male dogs, a Yorkie and a Maltese, euthanized rather than provide further care, according to USDA records. The euthanized dogs had had symptoms of dental disease and were matted around the face – treatable conditions which indicate that the operator simply didn't want to pay for the needed treatment. The USDA inspector noted that many of the other dogs in need of care were suffering from wounds on their feet, which is common in dogs who are forced to stand continually on wire-floored cages in puppy mills. Clear Springs Kennel has been operating since at least 2005 under USDA license #31-A-0149.

Ervin Raber/ Golden View Kennels – Baltic, OH: "Potentially Devastating" Zoonotic Disease; Sick and Injured Dogs

As the former president of the Ohio Professional Dog Breeders Association and owner of a puppy mill housing approximately 200 dogs, Ervin Raber has been a frequent opponent of legislation designed to improve Ohio's puppy mill laws. He may have had good reason to oppose stronger oversight, given the history of substandard conditions found at his facility.

USDA licensed breeders are generally inspected once every one to three years, unless there are many issues at the facility that warrant additional inspections. In 2011 alone, Ervin Raber had seven USDA inspections. During one of the most problematic inspections in May 2011, the inspector noted that approximately 90 dogs were improperly tested and had been "removed from the kennel" due to a Brucellosis infection. Brucellosis is a once-rare bacterial disease which is highly contagious to other dogs, and can even be spread to humans. The report does not state who removed the dogs or what their fate was.

The lack of proper treatment and quarantine of infected dogs such as that seen at Golden View Kennels may be leading to a higher prevalence of the disease in some parts of the country. According to researchers with the College of Veterinary Medicine at Cornell University, "As soon as canine brucellosis is diagnosed in a kennel, vigorous measures must be implemented until the disease has been eradicated. Infected kennels should be quarantined, even though most states/countries do not have formal regulations. Lack of such measures has lead [sic] to widespread, even international, spread of *B. canis* infection. [Shin, S., and L. E. Carmichael. "Canine Brucellosis Caused by Brucella Canis." *Recent Advances in Canine Infectious Diseases*. International Veterinary Information Service, 23 Nov. 1999. Web. 23 Apr. 2012.]

Other USDA violations noted on Raber's 2011 and earlier inspections include: repeat violations for sick and injured animals; dogs with untreated medical issues; strong ammonia (urine) odor; excessive accumulations of feces; rodent infestation; and dogs crowded in enclosures that were too small.

The HSUS has also received complaints about the facility. USDA #31-A-0124.

Jonas Raber/ Sunset Kennels – Millersburg, OH: Chose to Euthanize Five Dogs Rather than Provide Treatment; Dogs Found with Ulcerations and Open Wounds

Federal records show that when USDA inspectors directed Jonas Raber to get veterinary care for seven dogs in November 2012 for issues such as dental disease and skin lesions, Raber chose to have his

veterinarian euthanize five of the dogs rather than provide medical care; of the two remaining dogs, only one was treated by a vet and the other was not treated (a violation).

Sunset Kennels has been cited for 26 Animal Welfare Act regulation violations since March 2011 alone, including violations for dogs with untreated masses and open sores, missing hair, scabs, and ulcerations; failure to properly clean and sanitize the facility on a regular basis; dogs exposed to temperatures over 90 degrees without ventilation; and piles of feces that were six inches high under the cages. USDA #31-A-0235.

Daniel Schlabach/Evergreen Designer LLC – Charm, OH: Too many Violations? Just get a New License!

Over the years, Daniel Schlabach has been cited for numerous USDA violations, including dogs with untreated injuries and illnesses that required veterinary care, failure to protect the dogs from the weather, general filth, and ammonia (urine) odor. In June 2010, the USDA issued the licensee an Official Warning for Violation of Federal Regulations.

On May 10, 2011 Schlabach cancelled his USDA license. On the very same day, a new USDA license was activated under the name Evergreen Designer LLC. Ohio Secretary of State business registration records list Daniel Schlabach as the registered agent for Evergreen Designer LLC. Despite the name change, conditions at this facility with nearly 300 adult dogs seemed to only get worse the following year. In addition to an increase in the number of dogs at the facility, the operator was cited in November 2011 for many dogs in need of veterinary care, including a dog with such severe skin problems that she had "thick, hairless skin covering her tail and around her rear end" and the same dog had a "firm, walnut-sized mass in her left mammary gland," another dog was underweight, another had a runny nose and was coughing, another had "scabs and ulcerations" on the muzzle, an additional dog was limping and had "red, raw skin" on the paw, others were found with diarrhea; and there were unsanitary conditions, according to the report.

Although there were no new violations noted in 2012, the history of this facility continues to make it one of high concern to The HSUS in 2013, especially since the USDA has not inspected it since June 2012. USDA # 31-A-0412.

Wayne Troyer – Sugarcreek, Ohio: Dog Named Judy Shot in the Head

A person reviewing online inspection reports on the current USDA website would assume that Wayne Troyer of Sugarcreek, Ohio has a fairly clean history. Under his current license number, granted in 2010, Troyer has only one recent violation, for not making the kennel available for inspection in February 2011. But prior to being granted his current license (#31-A-0391) a Wayne Troyer at the same address (#31-A-0248) racked up a horrific list of Animal Welfare Act violations for neglecting to provide proper medical care to his dogs, which included shooting at least one dog in the head.

During a May 2009 inspection, a USDA inspector documented a "female brown and white dog (tag #7) named 'Judy'" who appeared to have eye problems and needed to be seen by a veterinarian. When the inspectors came back to follow up on the dog about 6 weeks later, the inspector reported that the licensee's wife told him they had "got rid of the dog." When pressed for details, she admitted Troyer had killed Judy by shooting her in the head. Troyer later explained he had done so in order to "save the cost of veterinary attention." According to the report, Troyer told the inspector that he had previously noticed Judy's condition, but had wanted to "get one more litter out of the dog" before he "took care of" her.

In an April 2010 settlement agreement, the USDA fined Troyer $500.00 for shooting Judy. He is still licensed and in business in 2013. USDA #31-A-0391.

Abe Yoder/ YLA Kennels – Baltic, OH: Poodle with a Broken Jaw is Left to Suffer

In October 2011, USDA inspectors noticed a miniature poodle at Abe Yoder's facility whose "lower jaw moved freely with minimal pressure." When the inspector asked the licensee about it, he stated that the veterinarian had told them that the jaw was broken, but that the veterinarian "didn't really say anything about it."

Additional documented violations at the facility have included several dogs with untreated injuries, such as sores on their paws, hair loss, and puncture wounds; use of expired antibiotics; dogs with matted fur; pooling of animal waste under the cages; puppies with their legs stuck in the wire flooring who were unable to move; strong ammonia (urine) odor; broken wire flooring causing large gaps that the dogs could get stuck in; dirty conditions; and a pest infestation. USDA #31-A-0420.

Jacob Yoder/ Jay Kennels – Millersburg, OH: Death of Puppy Stuck in Wire Flooring

Wire flooring in dog kennels does not promote proper sanitation, adequate comfort, or safety for dogs and puppies. It frequently leads to entrapment or injury as puppies' paws and toes become wedged or trapped in openings intended for feces. A prime example of the dangers of wire flooring is depicted in an October 2007 inspection of Jay Kennels. The USDA inspector found two puppies with their feet falling through the wire flooring, one of which also had both his upper and lower jaw stuck in the wire, perhaps because he had been trying to free himself. When pulled free, the puppy was weak, had a very slow heart rate, and was having difficulty breathing. The puppy later started convulsing and was euthanized.

Additional violations at this facility include: a direct care violation in 2012 for a dog with oozing, crusted eyes; a violation in 2011 for dogs with severe dental disease that was causing loose teeth, swollen gums and pus in the dogs' mouths; waste from upper enclosures that was potentially draining onto dogs in the lower enclosures, an "extreme" accumulation of excreta under the washdowns, and generally filthy conditions. USDA # 31-A-0265.

Owen Yoder – Millersburg, OH: Continued to Violate the AWA Regulations after Official Warning

In October 2008, the USDA issued an Official Warning to Owen Yoder for serious violations that had been noted on multiple USDA inspection reports. One of these violations included a dog with a "severe ear injury" that the licensee stated had been caused by grooming clippers, which "had left a flap of skin just hanging," according to the inspector. In the Official Warning, the USDA stated that future violations would be subject to more severe penalties, including up to $3,750 in fines per violation.

Yoder was again cited in 2009 for similar violations involving dogs in need of medical care, and inspection reports as recent as August 2011 listed several dogs in need of medical care, including 50 dogs who had "grade 3 or higher" dental disease. In 2012, Yoder again received an official warning from the USDA for violating federal violations at his kennel.

Additional violations over the years included: dogs with scabs on their feet or swollen feet (common in puppy mill dogs who are forced to stand on wire flooring all day), dogs with matted and feces-encrusted fur, several litters of puppies with their feet passing through the wire flooring (an entrapment and injury risk), multiple attempted inspections in which the inspector was not given access, keeping dogs and puppies in dark buildings, and a heavy accumulation of grime, fur, dirt, dust, and debris. USDA #31-A-0198.

Roman Yoder – Baltic, OH: Dying Puppy Denied Veterinary Care

In January 2013, Roman Yoder was cited by USDA inspectors for having four dogs with illnesses or injuries requiring veterinary care, unsafe enclosures, and dirty conditions. In August 2011, federal inspectors cited Roman Yoder for several pages of USDA violations, including a Direct Non-Compliance for a severely lethargic puppy that was "lying flat out and was unable to rise." The USDA inspector reportedly asked that the veterinarian be contacted immediately regarding this puppy. However, according to the report, the licensee's wife "placed the puppy back into the whelping box and did not contact the veterinarian at time of inspection." By the time of the exit interview, the inspector noted that the puppy had died.

During the same August 2011 inspection, 24 dogs were observed to have dental issues, several with red and swollen gums, and yellow/green fluid accumulation along the gum line, 11 dogs were observed to be matted or excessively dirty, 10 dogs were observed to have excessively long nails, seven dogs were observed to have ear issues with increased redness and debris build-up, and some of the dogs were observed with additional medical issues, such as eye discharge and skin ulcerations.

USDA inspectors attempted to do a follow up inspection in September 2011, but the inspectors were unable to access the facility. Lack of access is a violation because licensed operations are required to be available for USDA inspection during reasonable business hours, and those who do not make an effort to make their facilities available often have something to hide. USDA inspectors again attempted to inspect the facility in October 2011, at three separate times during the day, but they were again unable to access the facility. Finally, in November 2011, USDA inspectors were able to conduct a follow-up inspection, at which point it was discovered that several of the dogs from the August inspection, who were supposed to have been seen by a veterinarian no later than August 11th, had not yet been seen by a veterinarian and "their health and well being continues to be compromised," according to the inspectors' report. USDA #31-A-0269.

OKLAHOMA

Clarence Anderson – Locust Grove, OK: Dog's Wound "Deep Enough to Expose the Tendons" per USDA Inspector

Anderson's facility has been cited for numerous issues by USDA inspectors over a period of several years, including a dog so sickly she could barely stand, dogs so unkempt that matted balls of dirt and fur were hanging off them, a shih tzu who had been "groomed" so hastily that she had bloody wounds, and a dog whose face was so matted that he could not see through one eye, and when the inspector removed the matted fur over his eye, "the eye was completely closed, covered with a crusty brownish yellow material." In August 2011, inspectors found a female shih tzu with a wound on her paw so severe that it was "deep enough to expose the tendons in the paw," according to the inspector's report. USDA #73-A-2549.

Becky and Guy Franks/ First Class Puppies – Antlers, OK: No Dry Place to Stand

During a September 2012 visit from USDA inspectors, First Class Puppies was cited for six dogs in need of veterinary care, including a shiba inu with a foot injury who was so lame she was seen falling down, and numerous dogs with eye conditions. Inspectors also found unsafe housing, dirty conditions, and dogs kept in pens full of greenish standing water with no dry place to stand. At its last inspection, the USDA inspector found 321 dogs and puppies at the facility. The HSUS has received reports of sick puppies

allegedly sold by First Class Puppies, one via a pet store and another via www.PurebredBreeders.com, which is a large online seller of puppies, many of whom come from puppy mills. USDA #73-B-1838.

Shirley Machin – Ada, OK: Inspector said Beagle with Torn and Mangled Face "Had to Have Been in Pain and Suffering" per USDA Inspector

In February 2013, USDA inspectors found a beagle with "missing soft tissue on the nose and lip" which had mangled the animal's face. The inspector reported that part of the beagle's nose was missing and her teeth and gums were exposed due to the missing flesh. In addition, the beagle was "making an odd breathing noise due to not having all the nostril intact," according to the USDA inspector. The licensee said the injuries were caused by another dog months earlier, but there were no records showing the beagle had ever been treated for her severe injuries. The USDA inspector wrote, "When the injury occurred, the dog had to be in pain and suffering due to the severity of having her lip and nose ripped away from the face by another dog and not having the proper vet care needed at time of injury." After the USDA inspector insisted that the animal be seen by a vet, the operator elected to have the beagle euthanized rather than treated, "due to the maintenance requirements for the dog."

Prior violations at Machin's kennel include unsafe housing, excessive feces, contaminated food and water, dogs in an outdoor enclosure with only small plastic barrels as shelter, and an inadequate plan for veterinary care. USDA #73-A-2522.

Connie and Jimmy Jr. West/ West's Kennel – Strang, OK: Puppies Walking in Feces

In February 2013, federal inspectors cited West's Kennel for a "Repeat Direct" noncompliance due to four dogs who were in urgent need of veterinary care, including a female Chihuahua with a "blue and watery eye" who also had bleeding wounds on her front legs, and a male Chihuahua who had a "reddish tinged fluid" draining from his eye and a "mass of tissue protruding from the middle of the eye." The inspector noted that both dogs were blinking constantly and winced as if in pain when the inspector tried to examine their eyes. The inspector also found two other dogs with such bad dental problems that pockets of a "white creamy" pus-like substance were present between one of the dog's teeth and gums.

Additional recent USDA violations include puppies observed walking in feces due to inadequate cleaning, repeated failure to grant access to inspectors, a pug with a puncture wound and red, inflamed skin, and a Welsh Corgi with such long nails that she couldn't stand properly. USDA #73-A-1872.

PENNSYLVANIA

Henry and Nancy Swarey/ BowWow Hollow Pets – Mifflintown, PA: Consumer Complaints

The HSUS has received numerous consumer complaints alleging overcrowded conditions and sick puppies allegedly sold by BowWow Hollow Pets, aka BowWow Hollow Kennels. In 2011, the state's Office of Dog Law issued a warning to the kennel for inadequate cage space. There were 121 puppies on the premises at the time. In November 2011, the state's Office of Dog Law ordered the kennel to obtain veterinary examinations on ten dogs, including puppies who seemed lethargic or ill, some of whom had bloody matter dripping onto the shavings in their cages.

The kennel is licensed in the state to keep and sell more than 500 dogs a year and is also licensed as a B dealer by the USDA, meaning they can sell an unlimited number of puppies bred both onsite and by

others. In addition, the facility sells puppies over the Internet via www.bowwowhollowpuppies.com and www.Lancasterpuppies.com. LancasterPuppies.com is a website offering puppies from numerous questionable dealers in PA, OH, and nearby states.

During the facility's most recent USDA inspection in 2012, federal inspectors cited BowWow Hollow Pets for selling puppies from undocumented dealers. This is a serious violation because selling puppies from undocumented sources could mean the puppies are coming from illegal or unlicensed puppy mills and are essentially being "laundered" under the broker's USDA license. USDA #23-B-0190.

Marlin Zimmerman/Turkey Hill – East Earl, PA: Dogs Living in Darkness; Recurring Violations

This puppy mill is licensed by the state of PA to sell more than 500 puppies a year. Yet state kennel inspection records show the substandard kennel has had violations almost every year. In 2012, the Pennsylvania Office of Dog law issued verbal and written warnings to the kennel for various issues, including dogs without adequate cage space, dogs without adequate exercise runs, dogs whose indoor enclosures were so dark that inspectors couldn't see the animals without a flashlight, and inadequate ventilation with strong urine fumes. Inspectors also ordered veterinary exams on some of the dogs due to the conditions witnessed.

Problems at the kennel have been tracked closely by reporter Amy Worden with the *Philadelphia Inquirer* as detailed in a March 2012 article titled "Turkey Hill Kennel Enters 5th Year of Noncompliance." http://www.philly.com/philly/blogs/pets/Turkey-Hill-kennel-enters-fifth-year-of-non-compliance.html.

In addition to the state violations, the USDA has also found violations of federal regulations at Turkey Hill. USDA #23-A-0268.

SOUTH DAKOTA

Robert Engbrecht/Dakota Kennel– Marion, SD: Violations at Last Six Inspections; Dogs in the Cold

USDA inspectors have found violations at Dakota Kennel during each of their last six inspections, including three "repeat" violations in a row for dogs kept in the cold without an adequate source of heat. The kennel has also been cited for numerous issues related to a lack of proper veterinary care and dirty conditions.

In March 2013, USDA inspectors instructed the operator to get veterinary care for two dogs with signs of periodontal disease. One of the dogs was a male poodle with dental issues so severe that they seem to have resulted in bone loss in the jaw, a common condition in puppy mill dogs: the inspector noted that the poodle's "gums were reddened and swollen" and his "bottom jaw was loose and moved when touched." The inspector also noted that "there was crepitus [a crackling sound] when the jaw was touched" and that the dog jerked his head away when the teeth were touched and was panting when placed back in the enclosure. The inspector noted that "dental disease in dogs can be painful and can affect the overall health of the animal" and instructed the licensee to have the poodle examined by a vet and come up with a treatment plan. When the inspector re-inspected the facility two days later to check on the treatment plan, he learned that the poodle had been taken to a vet and euthanized instead of treated. USDA #46-A-0190.

Gary Scheetz/ Lakeview Kennels, Inc. – Parkston, SD: Dogs without Water, Refusing Inspections

In January 2012, Gary Scheetz received an official warning from USDA for violating the Animal Welfare Act regulations. Previous violations included repeated failure (more than a dozen times) to grant access to inspectors, sick animals, filthy conditions, and dogs without water.

On April 29, 2010, USDA inspectors reported that the owner pretended he wasn't home and then tried to leave when he thought the inspector was gone. When the inspector asked to see the property and dogs, the licensee refused several times, claiming that he had an appointment. Records state that the licensee kept asking the inspector to make an appointment to come see the facility and the inspector kept replying that he was not allowed to do that (USDA inspections are unannounced), to which the licensee replied, "Just set up an appointment with me the day before, I cannot get a lot of the things corrected in a 3 to 4 hour time frame, not the big things that matter anyways." When the inspector asked if the licensee was refusing an inspection, the licensee shut his car door in the inspector's face and left, according to the report.

Lakeview Kennels cancelled its USDA license in 2012 and reportedly surrendered numerous dogs to officials in December 2012. But there is concern that the kennel may still be in business in South Dakota, especially due to its remote location, in a state with no puppy mill laws and no felony animal cruelty laws, in a county with no local department of animal control.

TEXAS

Melva Langford–Whitewright, TX: Dogs Smeared with Feces

On February 27, 2013, USDA inspectors found a number of animals in need of attention at the Langford facility, including a rat terrier with an injured eye and several dogs with feces matted around their rear ends and other parts of the body. Feces adhered to the rear end with matted fur can pose a significant health risk to dogs because it can prevent them from moving their bowels normally, in addition to the obvious sanitation risks. Inspectors also found dirty food receptacles with accumulations of rust and/or dirty and old food. In 2011, inspectors found green water and/or "green slime" in some of the water bowls. In 2008, an unspecified number of dogs were found with "a significant amount of hair loss" and were scratching, and inspectors found a number of sanitation issues and a rat infestation. Problems at this facility have been documented since at least 2007, when USDA inspectors also found feeders with "dirt and debris" in them and an "active rodent population." #74-A-1230.

Pam Sims/ Pam's Cockers and Schnauzers – Winnsboro, TX: USDA Revoked her License but She's Still Selling Online

In 2007, 61 adult dogs were removed from the property of Pam Sims, Pam's Cockers and Schnauzers, due to severe dermatitis and other problems (see photo). The USDA revoked Sims's license in 2009 after years of animal welfare violations including a high concentration of ammonia (urine fumes), failure to provide adequate shelter or protection from inclement weather, failure to provide vet care to dogs with severe skin problems, animals with open wounds caused by biting and scratching at infected skin, and severe accumulations of feces.

Even though the USDA revoked her license by court order, it appears that Sims has remained in business to this day, taking advantage of the Internet sales loophole that allows her to sell directly to the public without any federal oversight: As of March 2013, Sims still has an active online profile on Puppyfind.com, a classified ad site used by a number of questionable breeders and puppy mills to sell puppies to unseen buyers across the country.

The USDA revoked Pam Sim's license to sell to pet stores in 2009 due a repeated failure to adequately care for dogs, but she continues to sell puppies online via websites like PuppyFind.com. /USDA 2007

A review of Sims' PuppyFind page in March 2013 found 6 puppies for sale, all cocker spaniels born in 2013. According to her profile on PuppyFind, Pam Sims has been a member of PuppyFind since 2004.

WEST VIRGINIA

West Virginia Puppy –Martinsburg, WV: Unlicensed Breeders?

The HSUS has received numerous complaints about this storefront operation, which on its website, wvpuppy.com, identifies itself as a local "network of breeders." The complaints range from allegations of sick puppies sold to the public, consumers who claim to have witnessed dirty and overcrowded conditions in the store, and the sellers' lack of transparency about where the puppies really come from.

The seller's website claims the storefront is operated by a network of "family breeders located in the West Virginia panhandle area," but there are no USDA-licensed dog breeders in the state of West Virginia. Breeders who have more than a handful of breeding dogs and who sell those dogs through pet stores are required to be licensed by the USDA. In 2009 The HSUS Puppy Mills Campaign filed a complaint with the USDA due to the large number of animals being sold from this facility, with the concern that some of them could be coming from unlicensed breeders. The USDA did not respond regarding the results of any investigation.

WISCONSIN

Gerald Schulz / Pretty Penny Kennel – Plymouth, WI: Years of Complaints

The HSUS has received numerous complaints about this operator since 2007, including complaints about the alleged treatment of the dogs, poor conditions, and sick puppies reportedly sold to buyers. Local residents say Pretty Penny Kennel has hundreds of breeding dogs, most of whom spend the majority of the bitter cold Wisconsin winters in outdoor hutches with very little protection from the elements.

Wisconsin passed a kennel licensing law in 2009 that requires large commercial breeders to abide by certain standards of care, but state inspection reports show that Schulz often does not comply with even those basic requirements. Sources say local law enforcement gets complaints about the kennel almost every month, but so far they have not agreed to shut it down.

Adult breeding dogs rescued from the Schulz facility have reportedly suffered from many problems, including malnourishment, tumors, fear, aggression and severe infections.

A local anti-puppy mill group, the Wisconsin Puppy Mill Project, Inc., (www.nowisconsinpuppymills.com) has been gathering information on the history of problems at the kennel for many years, and along with The HSUS and other advocacy groups, has been encouraging local authorities to take stronger action.

WYOMING

Sharon Curless/ Ruff Pine Kennel – Pine Bluffs, WY: Dogs Died Without Adequate Veterinary Treatment

This kennel has been cited multiple times in 2012 and earlier for dogs in need of veterinary care, dogs with inadequate shelter from the wind, rain and cold, and housing in disrepair. In 2008, Curless was cited for failure to provide adequate veterinary care to two Pomeranians who were in a fight with another dog; both died the next day without ever seeing a vet, according to USDA inspection reports. In 2007, USDA inspectors noted that a pug died after the owner noticed abnormal tissue protruding from her vaginal area; the pug had not been seen by a vet. Ruff Pine Kennel received an official warning from the USDA in December 2012 for violations of the Animal Welfare Act regulations. As of 2012, Ruff Pine Kennel housed approximately 180 dogs and puppies under USDA license #83-A-0031.

CONCLUSION

Many readers will be confused or even outraged that the puppy mills listed in this report are still in business.

The reasons that these kennels are still operating are many. In some cases, animal protection laws simply aren't strong enough to require the facilities to be regularly inspected, and although cruelty laws may apply, without inspections there are limited opportunities to uncover evidence or check on the animals' welfare. In addition, many states define animal cruelty only as the deliberate torture, maiming or killing of an animal, with little

regard for conditions that lead to painful veterinary issues or to psychological deprivation or emotional suffering.

In other cases, local authorities seem to be protective of the kennels, and offers of assistance from "outsiders" to help in closing them down are sometimes rebuffed.

Another problem lies in the limited powers of inspecting agencies. The United States Department of Agriculture, for example, which cited most of the kennels listed in this report for egregious violations, lacks the authority to enforce state laws, including animal cruelty laws. They may fine repeat violators and eventually revoke an operator's license, but the process often involves legal challenges that can drag on for years. However, The HSUS believes that the USDA has authority to undertake far more enforcement actions than it does.

The Humane Society of the United States is not a law enforcement agency and cannot close down kennels without the help of local authorities, but we will continue to monitor problematic kennels and press local and federal authorities to take action. As always, we stand ready to help hands-on with any closures or removals permitted by law.

To fight puppy mills and uncover cruelty, consumer support is essential. Voters must advocate for clearer and stronger laws at both the state and federal levels. Pet lovers can help stop puppy mills by pressuring their legislators to pass stronger protections for dogs, refusing to purchase any puppy without personally visiting the facility, and by reporting any suspected cruelty immediately to local authorities or to The HSUS's Puppy Mill Tip Line at 1-877-MILL-TIP.

Methodology

- Because it is not possible to list all of the problematic puppy mills in the country in a single report, the facilities listed in this report were selected based upon a number of factors. Factors included, but were not limited to:
    - The availability of state or federal kennel inspection reports, or related documents received via public records requests and the quantity or nature of violations found on those reports;
    - The severity of violations;
    - The size of the facility and/or the number of years that violations have been occurring;
    - Availability of consumer complaints;
    - Judicial decisions such as prior animal cruelty convictions, if known
    - USDA official warnings or fines;
    - Availability of photographs or other visual documentation; and
    - Indications that the facility was still in business at the time of publication
- Some puppy mills were not listed because they are under active investigation.
- If a breeding facility is not listed in this report, it may be due to a lack of available records and/or a lack of space, not a lack of significant problems.
- Retail pet stores were only listed if they are also breeding dogs.

Terms Used

"AWA"

AWA stands for the Animal Welfare Act, a federal law which the United States Department of Agriculture is charged with enforcing. The AWA was signed into law in 1966. Its regulations outline basic requirements for the care of animals in research, exhibition, transport, and by animal dealers, which includes commercial breeders that sell warm-blooded animals, such as puppies and kittens, for resale to pet stores and other dealers. Currently there is a significant loophole in the AWA regulations that allows breeders who sell animals over the internet or by mail or phone to avoid federal regulation. The USDA is currently (as of May 1, 2013) considering a rule to address this loophole.

"USDA licensed"

The United States Department of Agriculture (USDA) oversees approximately 2,500 puppy mills in the U.S. Currently, only puppy mills that sell their puppies for resale (to pet stores or brokers) are required to be federally licensed and inspected by the USDA. These facilities are required to abide by the basic standards of care outlined in the federal Animal Welfare Act (AWA) regulations. However, thousands of pages of federal kennel inspection reports studied by The HSUS demonstrate that many USDA-licensed facilities continue to operate for years even when USDA inspectors have documented repeat violations of the AWA.

"Direct Sellers" and "Internet Sellers"

About two thirds of all the puppy mills in the country are not required to meet any minimum federal standards of care because they sell directly to the public (retail) instead of to pet stores or middleman brokers (wholesale). In many states, such as AR, MN and SD, large-scale breeding facilities aren't even required to be routinely inspected by any state agency. Other states, such as PA, MO, and WI, do have laws that require large-scale breeding facilities to be regularly inspected, but even in these states it is very uncommon for authorities to shut down facilities even after citing them for repeated violations.

Although there are animal cruelty laws in all 50 states, it is very difficult to charge anyone for these crimes if large-scale breeding facilities are not required to open their facilities to inspections to begin with.

"Direct Sales Loophole" or USDA "Retail Rule"

At press time, The United States Department of Agriculture was still considering closing a loophole in the Animal Welfare Act regulations which has been under discussion for years. The current loophole allows commercial breeders, including Internet dealers, to sell large numbers of puppies sight-unseen directly to the public without federal oversight because they are classified as "retail" sellers, even though most of them do not have a storefront like a traditional pet store. If the proposed rule is finalized, most of these large-scale puppy breeders would be required to obtain a USDA license, just like facilities that sell to pet stores. Brick and mortar pet stores and small hobby breeders would still be exempt.

Citizens can help by asking their lawmakers to contact the USDA and voice their support for finalizing the "retail pet stores rule." Legislation pending in Congress, called The PUPS Act, would also close this loophole, a change that is long overdue.

Would an Animal Shelter Import a Puppy?

Posted on September 12, 2013 | 1 Comment

In an article decrying (with some justification) the tendency of animal-rescuing persons to refer to animal-breeding persons with derogatory names, the author stated (emphasis theirs):

> *Animal shelters in the USA have been casting a wide net to fill their kennels for years. According to the US Public Health Service, Chicago O'Hare was the destination airport for 10,125 dogs imported from overseas in 2006, half of which weren't vaccinated. Scientists from the Center of Disease Control estimated that over 199,000 dogs (38,100 unvaccinated) came into the country through the Mexican border that year alone, and in 2007, one organization in Puerto Rico* ***by itself*** *shipped more than 14,000 strays in seven years to the United States for adoption at shelters. ABC News reported that according to G. Gale Galland, veterinarian in the CDC's Division of Global Migration and Quarantine,* ***as many as 300,000 puppies a year – most from countries with little or no health safeguards, are being imported to satisfy the demand for puppies at shelters.***

This set off my WTF detector, because, in my experience, I think the last thing the workers at the shelter where I work would ever want to do would be to *purchase, with money, more animals for the shelter*. People walk in their door every day with baskets of puppies, often purebred. At this exact second they have four purebred Beagles, a purebred German Shepherd, a Labrador retriever, a handsome white Boxer, and a mother Pug with two puppies. Speaking of puppies, there is also a litter of five little Lab/Beagle mixes, at least three other, single, puppies, and some lovely juvenile (teenage) dogs, as well as possibly an infinite number of kittens. Every cage is full. For what possible reason would they want to *ask for more* dogs?

The original G. Gale Galland quote, in a 2007 article about how importation of unvaccinated dogs is prompting concerns about rabies, does indeed say that "as many as 300,000 puppies a year" are being imported — but it does not say that all the animals are specifically going to shelters. Two paragraphs down in the same article, the Border Puppy Task Force in California describes the puppies as being "sold for $1,000 each in shopping center parking lots on the street". The Task Force web site exhorts people not to "pay in cash" for a puppy "on a street corner, in an alley or parking lot, or at a swap meet". Most shelters do not sell dogs on the street for $1,000 cash. Perhaps these imported dogs are not *all* going directly to shelters?

from Kenny123 on morguefile.com

I was surprised to learn that the bit about getting "14,000 strays in seven years" shipped in from Puerto Rico was true, but again, the quote is incomplete: these animals (known as Satos, or Sato dogs) are not *just* puppies, they are dogs of all ages. The shelters say that they are being shipped from an area where there isn't a lot of help available for them to places where they are more likely to be adopted. Critics say that shelters in areas where there aren't a lot of stray dogs are importing strays from Puerto Rico rather than "go out of business". This letter from someone decrying the practice and its matching rebuttal do a pretty good job of summing up this mess.

This National Animal Interest Alliance (NAIA) paper appears to be the source of the "10,125 dogs imported through Chicago" as well as the "199,100 dogs entered from Mexico" statements. Note that the paper refers to *dogs*, not *puppies*. When considering where these animals go, the same paper states: "Some of these increases [in importation] may be explained by the apparent recent expansion in a high-volume international commercial puppy trade. Breeders overseas and across borders ship puppies to the United States for sale through commercial pet stores, flea markets, and internet trading sites." Then it adds, "In addition to imports for commercial sale, several animal rescue operations import dogs from other countries for adoption in the United States. For example...a humane rescue organization imported 295 dogs to the United States from the Middle East." Again, the true answer seems to lie right in the middle: yes, there are clearly shelters importing dogs (and puppies). There are also breeders and commercial facilities importing puppies.

There seems to be a shouting match going on concerning shelters shipping in animals from other rescues. My animal shelter would tell you that this process (NAIA calls it "humane relocation") is a great thing; they are thrilled to be able to send animals to shelters in other states so they have room for the new ones constantly walking in the door. NAIA (which is headed by a number of people who love animals, m

Follow

whom also happen to perform animal research, and also breed dogs) seems to have a number of articles putting down this practice as "money-making" on the part of the receiving shelters. It's likely that both sides of the story are true, depending on which shelter you look at, and where you live. This shelter in Atlanta may well be slowly becoming a for-profit organization and is shipping in animals to keep itself financially afloat, but not all shelters behave like this one, and not all relocation programs are primarily intended to raise money for the receiving shelters.

While it is true that some shelters import pets, from both other US shelters and shelters in other countries, it feels to me as though this is more about NAIA (the primary source of a lot of articles, as well as the term "humane relocation" referring to movement of animals between shelters) using articles about a real concern (unvaccinated imported animals bringing in zoonotic diseases) to support an attack against animal rescue groups' negative attitude toward pet breeders. I can see (some of) the thought behind their position: in general, dog (and cat, ferret, horse, etc.) fanciers who take good care of their animals should always be encouraged, be their animals from (reputable) breeder or (reputable) shelter, and, in fact, some breeders are also rescuers. (Responsibly) breeding pets is not intrinsically a terrible act. On the other hand, portraying *all* shelters as money-grubbing, fanatical and untrustworthy "pet shops", and denouncing a program that (at least sometimes) allows animals unlikely to be adopted in one area to be shipped to another for faster adoption, is not good for the one thing we *all* love best here: the animals.

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Sometimes I Know Too Much

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The Cat Fancier's Association (CFA) History

Early Years

The Cat Fanciers' Association is a non-profit organization founded in 1906, after breaking ties with the American Cat Association. The Association licensed its first cat shows in 1906; one show was held in Buffalo, New York and another show was held in Detroit, Michigan. CFA's first Annual Business Meeting was held in 1907 at Madison Square Garden. In 1906, CFA published the first Stud Book and Register in the Cat Journal. In 1909, Volume I of the Stud Book was published in book form. The Stud Book and Register served as CFA's first published records of cat breeding and lineage as it began a tradition of providing a much-needed service to the cat fancy. On September 18, 1919, Articles of Incorporation were filed in New York State. By 1920, CFA was on its way to becoming the largest registry of pedigreed cats that it is today.

CFA Constitution Objectives

The Association shall be a not-for-profit organization. Its objects shall be as follows: the welfare of all cats; the promotion and improvement of CFA recognized breeds of cats; the registering, recording or identifying by number or by other means the names and/or pedigrees of cats and kittens; the promulgation of rules for the management of cat shows; the licensing of cat shows held under the rules of this organization; and the promotion of the interests of breeders and exhibitors of pedigreed cats.

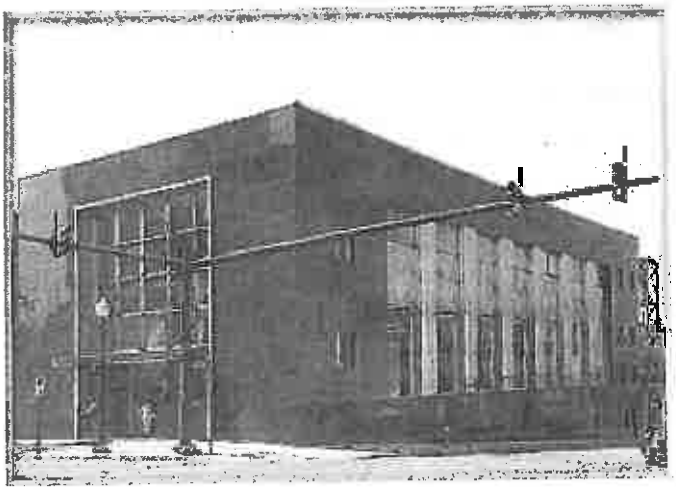
CFA Central Office, New Jersey

In 1958, Mrs. Jean Rose became the registrar for The Cat Fanciers' Association, working out of her home in New Jersey. At that time, Mrs. Rose donated two large rooms of her home where she conducted all CFA business. In 1965, Mrs. Rose took the unprecedented step of renting office space in Red Bank, New Jersey. Four years later, the organization had outgrown facility and moved its operations. In 1980, due to increased registrations, the association purchased a 5,000 square foot facility in Ocean Township, New Jersey. This office space was quickly outgrown and CFA sought a new location to house its operations.

In June of 1988, at the CFA Board Meeting, the board unanimously approved a plan to purchase and construct a new building to house its Central Office. Construction commenced in 1990, and on February 1, 1991 nine truckloads of desks, files and equipment were moved into the new facility.

Global Headquarters, Alliance, Ohio

With a desire to cut expenses and find a more centralized location, in July 2011, CFA moved its Central Office operations once again. This time, the move was to an entirely new state: from Manasquan, New Jersey to its current home in Alliance, Ohio. A former bank building which CFA renovated to meet the needs of a global operation, the building houses the CFA staff on the top level. The Central Office staff processes litter and cat registrations, transfers of ownership, cattery name registrations, certified pedigrees, title confirmations, show scoring, and other relevant functions related to pedigreed cats and cat shows.



The first floor of this stately, granite 16,000 square foot building is also the home of The CFA Foundation Feline Historical Museum. The mission of the CFA Foundation is to acquire and conserve the history of cats and show the development of the cat fancy through the acquisition of fine art, artifacts and literature. The contents of the former Jean Rose library which was housed at CFA's Manasquan, New Jersey location has expanded to exhibits, including the silver collar presented to Cosey, the Best in Show Winner of the National Show in 1895, an early 1900's cat carrier and other artifacts related to the cat. A non-lending library at the museum is available to individuals or researchers who are interested in cat history. The library houses the complete set of CFA Stud Books which contain the early registrations of the association, CFA Yearbooks from 1958, magazines and periodicals as well as over 700 books on cats.

CFA Today

CFA has grown steadily over the years from its humble beginnings, licensing two shows to licensing approximately 400 shows each season, worldwide. Membership in CFA is granted to clubs who have gone through an application and election process. Currently, CFA has over 600 member clubs. CFA shows are judged by individuals who have met high qualification criteria and have completed a rigorous training program which qualifies the judges to evaluate the show cats using a CFA Breed Standard for each one of its 42 breeds. To date, CFA has registered over 2 million pedigreed cats.

Reflecting upon the objectives set forth in the CFA Constitution, the association continues its mission by:

- Promoting the welfare of all cats through progressive actions which ranges from legislative advocacy to the support of feline research and providing breeder assistance.
- Maintaining a focus on the quality of its breed standards and the validity of its registration and pedigrees.
- Providing support to its member clubs who serve as Ambassadors to the general public
- Promoting the interests of breeders and exhibitors of pedigreed cats.

American Kennel Club History

On September 17, 1884, a group of twelve dedicated sportsmen, responding to a "meeting call" from Messrs. J. M. Taylor and Elliot Smith, met in the rooms of the Philadelphia Kennel Club in that City. Each member of the group was a representative or "delegate" from a dog club that had, in the recent past, held a benched dog show or had run field trials. This new "Club of Clubs" was, in fact, The American Kennel Club.

The next meeting of the group, on October 22, 1884, was held at Madison Square Garden in New York City. At that time, a Constitution and By-Laws was adopted and Major James M. Taylor became AKC's first President. With no official headquarters, meetings were held in several different cities – principally New York, but also Cincinnati, Boston, and Newark, New Jersey.

By 1887, a room was rented at 44 Broadway, furnished with a desk, filing cabinet, a couple of chairs, and occupied by Alfred P. Vredenburgh, the AKC's third Secretary. In 1888, August Belmont, Jr. became the AKC's fourth President. This was the beginning of the long Belmont/Vredenburgh reign that lasted well into the Twentieth Century. During this period, it became apparent that the Club had to have a reliable Stud Book. Dr. N. Rowe, starting in 1878, had already assembled three volumes of The National American Kennel Club Stud Book, and subsequently offered these three initial volumes gratis to the AKC. In 1887, the AKC acknowledged this gift in the fourth volume of The American Kennel Club Stud Book.

The following year, Belmont put the wheels in motion to produce a "gazette" by guaranteeing against any of the magazine's losses for five years with his own personal security of $5,000 per year. In January 1889, the Gazette made its first appearance; survived those first five years without needing even a penny of Belmont's support; has been published without interruption for over a century; and is one of the oldest dog magazines in existence.

Early 1900's

Early American shows followed precedents set in England with respect to the championship title and required three first place wins in the Open Class, which was generally divided by sex. Several changes were made in 1900, and a point scale emerged, based on the total number of dogs at the show; ranging from one point at all-breed shows with under 250 dogs, to the five point maximum at all-breed shows with 1000 dogs and over entered. The number of dogs in each breed was not considered. This schedule had obvious inequities. In all instances, regardless of show or entry, an accumulation of ten points was required for the title of champion. All member club specialty shows were rated at four points, while non-member specialties were given a two point rating, regardless of the size of entry.

Under a special charter granted by the Legislature of the State of New York on May 18th, 1908, the AKC was granted its third articles of incorporation. The new Constitution and By-Laws were approved January 5, 1909. On January 10, 1910 new Rules Governing Dog Shows eliminated the Graduate Class; substituted an American-Bred Class, and changed the prerequisite for a championship title, requiring fifteen points, under three different judges, three points having to be won at one show.

In 1911, a rule went into effect that concerned territorial protection. In large cities there was a trend toward developing several clubs, often formed by dissident groups. The new rule gave sole privilege to the member club that had held the first show in a given area.

Also, in that year, definite rules for classified and unclassified "special" prizes were established. A classified special prize was one offered in a single breed, somewhat similar to an award for best of breed (although the AKC did not record such a win). An unclassified special was a prize offered in classes involving multiple-breed competition similar to the present groups and best in show. Competition for this prize was by representatives of several breeds in a single class. "Special" prizes were offered at most shows; dogs could be entered for "Specials only" and this practice is the origin of our present day use of the word referring to champions as "Specials", or "Specialing" a dog.

The dog show superintendent had been a fixture at AKC events from the very beginning. In August 1905, a rule was passed that "The Superintendent of any show cannot exhibit or officiate as a judge at that show." Then, in April 1917 a notice appeared in the Gazette "Applicants desiring to officiate as Judges and Superintendents at shows held under American Kennel Club Rules can now obtain at this office application forms to act in either capacity." Initially, these applications were approved by the License Committee. (In 1931, this authority was given to the Board of Directors.)

1920's

In 1920, sanctioned matches were begun. They provided useful training exercises for more formal events and they made dog owners more aware of correct show procedures.

In 1923, AKC barred interbreed competition except in the Miscellaneous Class. Comprehensive new rules for Groups & Best In Show judging were adopted effective 1924. Under the new rules and judging procedures adopted at that time, all breeds (except for those in Miscellaneous Competition) were separated into five groups: Group 1 - Sporting Dogs, which included at that time all Hound breeds; Group 2 - Working Dogs; Group 3 - Terriers; Group 4 - Toy Breeds; and Group 5 - Non-Sporting Breeds. These Best of Breed winners in each group were then judged together to determine the best dog in that group and, finally, the five group winners met to decide the best dog in the show.

By 1924, the new group alignment was in general use. The Westminster Kennel Club was the first to include judging for Best In Show under the new format. Later in the 1920's, the groups were expanded to six, as Hounds became separate group.

In 1929, the first edition of Pure Bred Dogs was published. Nine years later the book was renamed The Complete Dog Book.

1930's

The 1930's witnessed many significant changes and additions. The AKC decided to require licenses of persons who exhibited dogs for a fee. This led, in 1931, to the formation of the Professional Handlers Association. The first book of AKC rules was presented in the November, 1932 issue of the Gazette and was subsequently published as a separate booklet. The first Children's Handling Classes were held at the Westbury Kennel Association Show in 1932. This class designation was changed to Junior Showmanship in 1951. In 1934, the AKC decided to establish a Library.

In the mid 30's, Helene Whitehouse Walker was instrumental in establishing obedience tests. She submitted a pamphlet of procedures to the AKC in December 1935, and three months later the Board of Directors approved it in principle. In April 1936, AKC published the first official "Regulations and Standard for Obedience Test Field Trials".

During the 30's, a change in the rules went into effect concerning breeds with varieties. The rule stated that variety winners should be judged to best of breed. This move reduced the number of group representatives for the breeds involved and caused considerable controversy among exhibitors for several years. The matter was not resolved until 1953, when all variety winners were again permitted into the group, and the best of breed award was eliminated in the breeds with varieties at all-breed shows only.

1940's

During the War years in the 1940's, the continuation of dog shows, obedience trials and field trials was a triumph of American ingenuity and was greatly aided by The American Kennel Club's flexible reaction to the difficulties that arose. Long-standing rules and regulations were interpreted more loosely and, in many instances, disregarded altogether. Shows were approved to be held in the same building on consecutive days; the number of unbenched shows increased and geographic restrictions were relaxed. To comply with wartime attempts to conserve paper, The American Kennel Gazette was reduce in size to a format of 9 1/2 by 6 1/2 inches. In the middle of the 1940's, professional judges formed the Professional Dog Judges Association, which included many of the top all-breed judges of the time. On October 1, 1947, a judges' directory entitled "Licensed Judges" was issued.

An important postwar move was the January 1946 appointment of Leonard Brumby, Sr. to the post of full-time field representative. In 1947, Tracking was made a separate class. Until that time, it had been part of the Utility Dog obedience test.

1950's

About the same time, early in 1950, the Bred-By-Exhibitor class came into being, as the Limit Class was dropped. This action confined the entry of imported dogs to the Open Class. Another important change enacted about 1950 involved the long-standing registration of a kennel name, or prefix, giving sole use of the name to the owner, with no time limitation. The change limited the exclusive use of a kennel name to a five-year term, with renewal available upon application and payment of a fee.

With one-day shows becoming more numerous and daylight hours for outdoor events being reduced in the early Spring and late Fall, a rule went into effect in January 1951 that restricted judges to twenty dogs per hour. This was subsequently modified to twenty-five with the total number of dogs per day not to exceed 200 (which was changed over thirty years later to 175 at all-breed shows and 200 for independent specialty shows). Also rules were instituted to require show-giving clubs that had limited entries to indicate the limitations on their premium lists. One of the most controversial issues to be addressed surfaced at the December 1950 Delegates' meeting, when an attempt to seat women delegates was made; the motion failed for want of a second.

In 1950, amendments were made to the rules which stipulated that no show could extend for more than two days unless specific permission from the AKC was obtained. Also, in 1950, a nominal recording fee of twenty-five cents was imposed on each entry.

1960's
Over the years, as the Club grew and the office force expanded, there had been a succession of moves to increasingly larger quarters. In 1919, the Club had settled at 221 Fourth Avenue (now Park Avenue) and remained there until it was again necessary to expand. In 1964, AKC moved to 51 Madison Avenue, occupying space spread out over several floors.

In 1967, the independently judged Best of Winners class was eliminated. A system of judging Best of Winners during the judging for Best of Breed/Variety breed was adopted in its place. Also that same year, the condensed premium list was first approved. In January 1969, new, streamlined obedience rules went into effect. An important new approach to approving conformation and obedience judges was enacted in November 1969, when the provisional judging system appeared. New applicants with adequate breeding and exhibiting experience were permitted to officiate at three shows, after which the Board of Directors reviewed their performance and the provisional judge was either approved as a regular judge or required to gain further training and experience.

1970's
The most significant accomplishment of the 1970's was the admission of women as delegates. On March 12, 1974, a motion to allow women to serve as delegates was seconded and carried by a vote of 180 to 7. At the June, 1974 meeting of the AKC, the first women delegates were elected: Mrs. Carol D. Duffy to represent the Mid-Hudson Kennel Club; Mrs. Gertrude Freedman to represent the Bulldog Club of New England; and Mrs. Julia Gasow to represent the English Springer Spaniel Club of Michigan. They attended their first Delegate's meeting in September, 1974.

It was during the 1970's that Cluster shows became popular. Due to fuel shortages, all-breed clubs banded together to hold their events at the same location on consecutive days. It was believed that clusters minimized travel while offering additional shows with greater convenience for the exhibitors. It was also felt that clusters help shows offer educational experience to local population while assuring the financial stability of show-giving clubs.

In 1978, AKC ceased licensing professional handlers. This change placed all handlers - or agents, as they would become known - in the same category as exhibitors and anyone could then handle a dog for a fee.

1980's
The Dog Museum of America was established in June 1980, and formally opened in September, 1982 at 51 Madison Avenue. Five years later, it moved to its present location in St. Louis, Missouri and subsequently changed its name to The American Kennel Club Museum of the Dog.

The large Working Group was split in 1983 with some of its breeds making up the new Herding Group.

On November 17th and 18th, 1984, The American Kennel Club celebrated its 100th Anniversary with the Centennial Show in Philadelphia.

Dr. Jacklyn Hungerland, delegate of the Del Monte Kennel Club, was elected as the first woman Director of the AKC, March 5th, 1985. Hunting tests were inaugurated in 1985. The following year there were several judging guidelines enacted. Also, in 1986, rules for registering litters

conceived by Artificial Insemination from Fresh, Extended and Frozen Semen were established. The Performance Events Division was formed with Directors for Obedience, Field Trials, Hunting Tests and Coonhound Events.

In 1988, the Events Calendar was separated from the Gazette; and in 1989, the Gazette celebrated its 100th Anniversary.

1990's

Earthdog tests began in 1994. The 1990's saw the beginning of Herding tests and Lure Coursing. Four years later, Agility came under AKC umbrella and is quickly gaining in popularity. The Canine Health Foundation was established and initially funded by the AKC. It still receives substantial support from the AKC every year. The Canine Good Citizen® program was established, and in 1995, the Companion Animal Recovery program initiated.

Early in the 1990's, another milestone was reached when the AKC made the decision to relocated various departments to Raleigh, N.C. This gradual process was complete in 1998, and in November, the AKC headquarters in New York moved from its home of 34 years at 51 Madison Avenue to its new location at 260 Madison Avenue. The AKC operations in Raleigh now occupy the entire building, which has been renamed the American Kennel Club Building.

In 1998, as more events type were being made available to fanciers, Agility, Obedience, Tracking and Canine Good Citizen became a separate division within the AKC. The remaining Performance Division consists of Field Trials, Hunting Tests, Lure Coursing, Herding, Earthdog and Coonhound events. Conformation continued to benefit from a steady growth on participation. In that year alone, there were almost 2 million dogs competing in over 15,000 member, licensed and sanctioned events.

Also in that year, AKC registered more than 1.2 million dogs and 555,000 litters. DNA rapidly gained acceptance not only by fanciers who embraced the new technology, but also by AKC who saw its promise as a tool to ensure the integrity of the kennel club's registry.

AKC entered the cusp of the Millennium embarked on an ambitious project of bringing its computerization into the 21st Century. Its website, which had been initiated in the fall of 1994, underwent a total redesign with an introduction for the first time of various e-commerce canine information products, goods and services online and interactive.

The Human Society:

About Us: Overview

The Humane Society of the United States is the nation's largest animal protection organization, rated the most effective by its peers. Since 1954, The HSUS has been fighting for the protection of all animals through advocacy, education, and hands-on programs. We rescue and care for tens of thousands of animals each year, but our primary mission is to prevent cruelty before it occurs. We're there for all animals, across America and around the world.

The HSUS seeks a humane and sustainable world for all animals—a world that will also benefit people. We are America's mainstream force against cruelty, exploitation and neglect, as well as the most trusted voice extolling the human-animal bond.

Our mission statement: Celebrating Animals, Confronting Cruelty.

We work to reduce suffering and to create meaningful social change for animals by advocating for sensible public policies, investigating cruelty and working to enforce existing laws, educating the public about animal issues, joining with corporations on behalf of animal-friendly policies, and conducting hands-on programs that make ours a more humane world. We are a leading disaster relief agency for animals, and we provide direct care for thousands of animals at our sanctuaries and rescue facilities, wildlife rehabilitation centers, and mobile veterinary clinics.

We celebrate pets, as well as wildlife and habitat protection. We are the nation's most important advocate for local humane societies, providing shelter standards and evaluations, training programs, a national advertising campaign to promote pet adoption, direct support, and national conferences. We operate a Humane Wildlife Services program in the D.C. metro area to provide homeowners and businesses with humane and effective solutions to conflicts with our wild neighbors. We promote scientific innovation by driving the development of humane alternatives to replace harmful animal experiments. The HSUS publishes All Animals, a membership magazine, and Animal Sheltering, a bi-monthly magazine for animal sheltering professionals.

We confront national and global cruelties through major campaigns targeting the barbaric practices of dogfighting and cockfighting; abusive puppy mills where dogs are treated not like family but like production machines; the worst cruelties of factory farming in modern agribusiness such as confinement of animals in crates and cages; inhumane and unsporting hunting practices such as "canned hunts" of captive exotic animals; the suffering of animals in experimentation, including chimpanzees and pets; the slaughter of American horses for export to foreign countries where horsemeat is considered a delicacy; and the clubbing of baby seals and other animals for the commercial fur trade. Our track record of effectiveness has led to meaningful victories for animals in Congress, state legislatures, courtrooms and corporate boardrooms.

IN THE CIRCUIT COURT OF THE 17th JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

MARYELI'S LOVELY PETS, INC. a Florida Corporation,

Plaintiff,

v.

CITY OF SUNRISE, A Florida Municipal Corporation organized and existing under the laws of the State of Florida,

Defendants.
_____/

CASE NO.:

COMPLAINT FOR A DECLARATORY JUDGMENT

Plaintiff, MARYELI'S LOVELY PETS, INC., a Florida corporation, brings this complaint for declaratory judgment against Defendant, City of Sunrise, a Florida Municipal Corporation, and alleges:

JURISDICTION AND VENUE

1. This is an action for declaratory judgment pursuant to chapter 86 of the Florida Statutes.

2. The Court has jurisdiction over this cause pursuant to §86.011 of the Florida Statutes.

3. The controversy giving rise to this action has arisen in Broward County, Florida and all Defendants either reside or conduct business in Broward County.

4. All conditions precedent and necessary to bring this action have either been performed, have occurred, have been waived, or otherwise excused.

5. Specifically, Plaintiff seeks a declaratory judgment as to whether Ordinance No. 577 is in violation of the protections afforded Plaintiff by the constitutions of the United States and the State of Florida.

NATURE OF THE ACTION

6. This lawsuit challenges the constitutionality of Ordinance No. 577 (the "Ordinance") adopted by the City of Sunrise at a council meeting on April 22, 2014. (Exhibit "1").

7. The Ordinance went into effect on April 22, 2014.

8. Under the Ordinance, a pet shop must sell only dogs purchased from a hobby breeder, an animal shelter or an animal rescue organization.

9. The Ordinance thereby prohibits pet shops from selling a puppy purchased from any commercial breeder no matter how reputable.

10. For example, the Ordinance prohibits the purchase of dogs from a breeder who is licensed by the U.S. Department of Agriculture, ("USDA"), meets or exceeds USDA requirements, and breeds or raises dogs in indisputably impeccable conditions.

11. The CITY, as represented in the Ordinance, was motivated to pass the Ordinance by a desire to address the problem of purchasing pets from puppy and kitten mills.

12. A "Puppy Mill" is vaguely described in the Ordinance as substandard breeding facility conducting improper animal husbandry practices thereby producing animals with genetic disorders to be sold to the public.

13. No standard or test is provided in the Ordinance that specifically identifies practices or conditions that are substandard in nature and how breeders who conduct business lawfully can be identified.

14. Of interest is the fact that the CITY concedes in the Ordinance that "not all dogs and cats sold in retail pet stores are the product of inhumane breeding conditions and not every commercial breeder selling dogs or cats to pet stores operates "puppy mills", or "kitten factories . . ."

15. Therefore, the CITY concedes there are breeders in the United States that provide humane and healthy environments for the breeding of puppies and therefore not every pet shop buys puppies from a "Puppy Mill".

16. Despite this admission, the Ordinance prevents interstate transaction from all out-of-state breeders.

17. The Ordinance does nothing to prevent the sale of puppies over the internet or by other means by which the consumer can directly purchase puppies from remote sources.

18. Therefore transactions directly occurring between a purchaser and any out-of-state breeder are less accountable and less susceptible to regulation or oversight as compared to the regulations that could be placed on a pet shop when making an interstate purchase.

19. By subjecting violators of the Ordinance to section 2-116 through 2-126 of the CITY's code of Ordinances, the Ordinance puts reputable pet shops out of business thereby depriving purchasers of puppies of the advice of a pet shop owner whose reputation is based on evaluating the health of a pet contemplated for purchase.

20. Therefore, Plaintiff requests a declaratory judgment that the Ordinance is void for vagueness, violates Plaintiff's vested rights to conduct business in the City of Sunrise, and violates the commerce clause of the U.S. Constitution. Plaintiff further requests injunctive relief preventing the CITY from enforcing the Ordinance as to Plaintiff.

21. Because of the significant and irreparable financial harm that is about to be visited on Plaintiff by the Ordinance, Plaintiff respectfully requests a temporary injunction to enjoin the CITY from enforcing the Ordinance as to them during the pendency of this litigation.

THE PARTIES

22. Plaintiff, MARYELI'S LOVELY PETS, INC., is a Florida corporation with its principle place of business in Broward County, Florida.

23. Defendant, CITY OF SUNRISE ("CITY"), is a Florida Municipal Corporation organized and existing under the laws of the State of Florida. CITY is located in Palm Beach County, Florida.

THE FACTS

24. Plaintiff's business is devoted to the sale of responsibly and ethically raised puppies. Plaintiff does not obtain its dogs from facilities stocked by random unregulated sources such as animal shelters.

25. Plaintiff does not buy puppies from any source that is legally defined as a "Puppy Mill". To the contrary, Plaintiff purchases its puppies from inspected, USDA licensed breeders.

26. Plaintiff completed every legal requirement in order to open its doors on about December of 2013. Plaintiff obtained licenses from the City of Sunrise and Broward County.

27. In the course of conducting its business, Plaintiff has been subjected to inspections from police, animal control and the code enforcement bureau of the City of Sunrise. All inspections have resulted in positive reviews indicating Plaintiff has conducted its business in a professional, clean and legal manner.

28. On April 22, 2014, the CITY passed Ordinance No. 577 entitled

> An Ordinance of the City of Sunrise, Florida; amending Chapter 4 "Animals"; Article I "in General"; by creating Section 4-7 "Retail Sale of Dogs and Cats"; providing for conflict; providing for severability; providing for inclusion in the City Code; and providing an effective date.

29. The Ordinance prohibits local pet shops from purchasing dogs from any commercial breeder even if, as the CITY concedes, it is a reputable breeder.

30. The Ordinance specifically limits the purchase of dogs to animal shelters, animal rescue organizations or hobby breeders.

COUNT I – DECLARATORY RELIEF (COMMERCE CLAUSE)

31. Plaintiff incorporates the paragraphs 1 through 30 as fully stated herein.

32. The Ordinance discriminates against interstate commerce and is unconstitutional under the "negative" or "dormant" power of the Commerce Clause. U.S. Const. Art. 1, §8, cl. 3.

33. The Ordinance has a discriminatory effect by banning local pet shops from selling dogs purchased from out-of-state federally approved breeders. This effectively prevents out-of-state breeders from having access to the local market.

34. Only hobby breeders, animal shelters and animal rescue organizations have access to the local market.

35. The prohibition of out-of-state breeders from selling dogs to local pet shops impermissibly discriminates against interstate commerce.

36. Federally approved out-of-state breeders are further economically disadvantaged in competition by forcing them to conduct direct sales to consumers by some sort of remote communication including but not limited to the internet.

37. By prohibiting interstate purchases, the Ordinance unfairly limits Plaintiff from engaging in interstate commerce.

38. The Ordinance is simply motivated by a discriminatory purpose to incentivize City's consumers to go to hobby breeders or other local non-profit sources.

39. Forcing a consumer to go directly to a local producer is an impermissible purpose under the "dormant" power of the Commerce Clause.

40. In addition the Ordinance is facially discriminatory. Any law that discriminates against interstate commerce is virtually invalid per se. The Ordinance discriminates against all breeders including those which the City would concede are not a "puppy mill".

41. Even if the law was not discriminatory, its burden on interstate commerce outweighs the state benefits which can be accomplished by alternative non-discriminatory means. The Ordinance substantially affects interstate commerce and is counter-productive in its aims by depriving purchasers of dogs from regulated and accountable local sources and leaving them with the only practical option of directly purchasing from significantly less regulated and largely unaccountable foreign "breeders".

WHEREFORE, Plaintiff requests the Court to enter a declaratory judgment declaring the Ordinance unconstitutional under the Commerce Clause of the United States Constitution. In addition, Plaintiff is entitled to costs and such other relief the Court deems proper.

COUNT II – DECLARATORY RELIEF (EQUAL PROTECTION OF LAWS)

42. Plaintiff incorporates paragraphs 1 through 30 as if fully set forth herein.

43. The Ordinance violates Plaintiff's right to equal protection of the laws under the United States Constitution. See U.S. Const. Amend. XIV.

44. The Ordinance is not a legitimate regulation of a local interest. The concern over the operation of "Puppy Mills" is national or statewide in nature and not a local problem. The City's desire to punish behavior of foreign undefined "Puppy Mills" or "Kitten Factories", coupled with its exemption of local hobby breeders demonstrates that there is impermissible local purpose at work.

45. Banning local pet stores from selling dogs purchased from federally approved foreign breeders does not rationally advance the goal of eliminating "Puppy Mills". The Ordinance casts its net over federally approved breeders.

46. The Ordinance is over inclusive in that it bans Plaintiff from selling dogs regardless of whether the dogs are purchased from reputable breeders that are not "Puppy Mills".

47. As indicated above, the Ordinance expressly concedes that "not all dogs and cats sold in retail pet stores are the product of inhumane breeding conditions and not every commercial breeder selling dogs or cats to pet stores operates "Puppy Mills" or "Kitten Factories".

48. The Ordinance is not only seriously misaligned with the problem it claims to address, but actually is counter-productive. The Ordinance penalizes Plaintiff's business which can be otherwise regulated and held accountable. The Ordinance drives purchaser's demands to internet brokers, which are virtually impossible to police.

49. The Ordinance is an irrational and impermissible violation of Plaintiff's right to equal protection.

WHEREFORE, Plaintiff, requests the Court to enter a declaratory judgment declaring that the Ordinance is unconstitutional under the equal protection provisions of the United States Constitution. In addition, Plaintiff is entitled to costs and such other relief the Court deems proper.

COUNT III-DECLARATORY RELIEF (VAGUENESS)

50. Plaintiff incorporates paragraphs 1 through 30 as if fully stated herein.

51. Laws are required to be drafted such that regulated parties and persons of ordinary intelligence know what is required of them so they may act accordingly. Precision and guidance in the form of sufficiently defined guidelines is necessary so that those enforcing the law do not act in an arbitrary or discriminatory way. Laws that fail the vagueness test are unconstitutional and may not be enforced.

52. Pursuant to the principles of law cited above, the Ordinance is unconstitutionally vague because it fails to define a "Puppy Mill". The phrase "Puppy Mills" is extensively referenced throughout the Ordinance yet the CITY fails to precisely define what constitutes a "Puppy Mill" in order to constitute a prohibited source of puppies.

53. The Humane Society of the United States ("HSUS"), the United States Department of Agriculture ("USDA") and breeders across the country all have varying definitions of what constitutes a "Puppy Mill".

54. Even though there are different and conflicting definitions of what constitutes a "Puppy Mill", the Ordinance has not adopted any precise definition and has forced both the authorities and the public to guess as to what the CITY considers a puppy mill.

55. In essence, the CITY by failing to define a "Puppy Mill" has arbitrarily prevented Plaintiff from lawfully conducting its business by arbitrarily eliminating sources that the CITY has conceded in the Ordinance may not be a Puppy Mill.

56. The Ordinance is flawed because it impairs the free market of puppies to the detriment of Plaintiff.

WHEREFORE, Plaintiff requests the Court to enter a declaratory judgment declaring that the Ordinance is unconstitutional because it is "void for vagueness". In addition, Plaintiff is entitled to costs and such other relief the Court deems proper.

COUNT IV-(VESTED RIGHT AND EQUITABLE ESTOPPEL)

57. Plaintiff incorporates paragraphs 1 through 30 as if fully set forth herein.

58. Plaintiff's right to conduct its present business became vested when it reasonably and detrimentally relied on existing law in making the investment to open its business as a pet shop.

59. It is settled Florida Law that when Plaintiff, as a property owner, incurred a substantial investment of time and money on reliance of existing law in order to establish an ongoing business Plaintiff obtained a vested right to continue in that business.

60. In confirmation with its vested right, Plaintiff invokes the doctrine of equitable estoppel against the CITY. Because Plaintiff relied in good faith upon existing law and made

such a substantial investment, the CITY is equitably estopped from depriving Plaintiff of its right to conduct business.

61. Pursuant to the principles of law articulated above, the CITY is estopped from enforcing the Ordinance in violation of Plaintiff's vested rights to conduct its business.

62. Plaintiff is unduly prejudiced by the Ordinance after it obtained the necessary permits and licenses to conduct its business and researched federally approved breeders from which it purchased puppies.

WHEREFORE, Plaintiff requests the Court to enter a declaratory judgment declaring that Plaintiff has a vested right to continue its business and that the CITY is estopped from enforcing the Ordinance to deprive Plaintiff of its vested right. In addition, Plaintiff is entitled to costs and such other relief the Court deems proper.

COUNT V-TEMPORARY INJUNCTION

63. Plaintiff incorporates paragraphs 1 through 62 as if fully set forth herein.

64. Because the Ordinance is unconstitutional for the reasons stated above, Plaintiff is entitled to a temporary injunction against Defendant from enforcing the Ordinance as to Plaintiff. Plaintiff will suffer irreparable harm from its unconstitutional enforcement, including the closure of Plaintiff's business, the loss of intangible good will, the requirement to lay off employees, the stigma to have been closed to avoid supposed "animal cruelty" and other similar harms that would be devastating to Plaintiff.

65. Furthermore, based on the effective date of the Ordinance, Plaintiff will immediately suffer the harm and injury described above if Defendant is not temporarily enjoined from enforcing the Ordinance as to Plaintiff.

66. Plaintiff is likely to succeed on the merits of its claim based on its arguments going to the constitutionality of the Ordinance.

67. The balance of hardships tip sharply in Plaintiff's favor because a temporary injunction would merely place the constitutional issues on hold pending trial. The failure to issue such temporary relief would cause Plaintiff to suffer irreparable financial injury if the Ordinance is enforced during the pendency of this action.

68. The issuance of a preliminary injunction is in the public interest because the public is served by enjoining unconstitutional government conduct while the merits are explored more thoroughly.

69. Granting a preliminary injunction will serve the interest of preserving the status quo.

70. Defendant will suffer no damage by issuance of a preliminary injunction.

WHEREFORE, the Court should issue a preliminary injunction preventing enforcement of Ordinance No. 577 pending conclusion of the merits of this action.

Respectfully submitted,

SWEETAPPLE, BROEKER & VARKAS, PL
Attorneys for Plaintiff
20 S.E. 3rd Street
Boca Raton, Florida 33432
Telephone: (561) 392-1230
Facsimile: (561) 394-6102
E-Mail:pleadings@sweetapplelaw.com

By: _____
ROBERT A. SWEETAPPLE
Florida Bar No. 0296988
ALEXANDER D. VARKAS, JR.
Florida Bar No.:0563048

SUNRISE, FLORIDA

ORDINANCE NO. 577

AN ORDINANCE OF THE CITY OF THE CITY OF SUNRISE, FLORIDA; AMENDING CHAPTER 4 "ANIMALS;" ARTICLE I "IN GENERAL;" BY CREATING SECTION 4-7 "RETAIL SALE OF DOGS AND CATS;" PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, according to the Humane Society of the United States, hundreds of thousands of dogs and cats in the United States have been housed and bred at substandard breeding facilities known as "puppy mills" or "kitten factories" (collectively "Facilities") that mass-produce animals for sale to the public; and

WHEREAS, because of the lack of proper animal husbandry practices at these Facilities, animals born and raised there are more likely to have genetic disorders and lack adequate socialization, and breeding animals utilized there are subject to inhumane housing conditions and are indiscriminately disposed of when they reach the end of their profitable breeding cycle; and

WHEREAS, many animals produced in these Facilities are purchased by retail pet stores for sale to the public; and

underscored words are additions

WHEREAS, while not all dogs and cats sold in retail pet stores are the product of inhumane breeding conditions and not every commercial breeder selling dogs or cats to pet stores operates "puppy mills" or "kitten factories," the City Commission believes that "puppy mills" and "kitten factories" continue to exist in part because of public demand fueled by the availability of dogs and cats in pet stores leading to "impulse" purchases of animals; and

WHEREAS, the City Commission believes that restricting the retail sale of dogs and cats in the City will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the City; and

WHEREAS, the City Commission believes that the restriction of the retail sale of dogs and cats in pet stores in the City will reduce impulse purchases of pets, which can lead to abandonment or mistreatment of the animals once they have outgrown their initial puppy or kitten appeal and will also encourage pet consumers to adopt dogs and cats from shelters where proposed owners are screened for their suitability with respect to the animal, thus reducing the likelihood that the animal will be mistreated or abandoned and thereby saving animals' lives and reducing the cost to the public of sheltering animals; and

WHEREAS, the City Commission of the City of Sunrise has determined that the following amendment promotes and protects the general health, safety, and welfare of the residents of the City of Sunrise.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1: The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2: That section 4-7 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

~~**Reserved.**~~**Sec. 4-7. Retail Sale of Dogs and Cats.**

(1) *Definitions.* For purposes of this section, the following definitions shall apply:

Animal rescue organization means humane society or other duly incorporated or organized nonprofit organization operated as a bona fide charitable organization under Section 501(c) 3 of the Internal Revenue Code, which organization is devoted to the rescue, care and/or adoption of stray, abandoned, injured or surrendered animals and which does not breed animals.

Animal Shelter means a municipal or related public animal shelter or duly incorporated or organized nonprofit organization operated as a bona fide charitable organization under Section 501(c) 3 of the Internal Revenue Code devoted to the rescue, care and/or adoption of stray, abandoned, injured or surrendered animals, and which does not breed animals.

Cat means an animal of any age of the Felidae family of the order Carnivora.

Certificate of Source means a document from the source or County animal shelter or animal control agency, humane society, non-profit rescue organization or Hobby Breeder declaring the source of origin of a dog or cat on the premises to be sold or transferred or offered for sale or transfer. A Certificate of Source shall include at a minimum: (a) a brief description of the dog or cat, the name, address, telephone number, and e-mail address of the source of the dog or cat; (b) shall be signed by the pet store certifying the accuracy of the certificate; and (c) shall be signed by the purchaser or transferee of the dog or cat acknowledging receipt of the Certificate of Source.

Dog means an animal of any age of the Canidae family of the Carnivora.

Hobby Breeder means any person or entity that causes or allows the breeding or studding of a dog or cat resulting in no more than a total of one litter per calendar year whether or not the animals in such litter are offered for sale or other transfer.

Pet store means any retail establishment open to the public that sells or transfers, or offers for sale or transfer, dogs and/or cats, regardless of the age of the dog or cat.

Pet store operator means a person who owns or operates a pet store.

(2) Sale or transfer of dogs and/or cats. No pet store shall display, sell, trade, deliver, barter, lease, rent, auction, give away, transfer, offer for sale or transfer, or otherwise dispose of dogs or cats on or after the effective date of this Ordinance unless the pet store is exempt under subsection (3) below.

(3) Exemptions. Section 4-7(2) does not apply to:

(a) Pet stores that (i) obtain their cats and dogs from a Hobby Breeder as defined above or who breed their own cats and dogs and (ii) comply with subsection (4) below.
(b) An animal shelter.
(c) An animal rescue organization.
(d) An animal shelter or animal rescue organization that operates out of or in connection with a pet store or other retail store.

(e) Pet stores that possess an active City of Sunrise local business tax receipt on [date of second reading] shall have thirty (30) days from [date of second reading] to comply with the Certificate of Source in subsection (4) below and shall be exempt from this ordinance for a period of one hundred and eighty (180) days from [date of second reading].

(f) A Hobby Breeder as defined above.

(4) Certificate of Source.

(a) A pet store shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage or enclosure, a Certificate of Source for each dog or cat offered for sale or transfer, and the pet store shall provide a copy of such Certificate of Source to the purchaser or transferee of any dog or cat sold or transferred.

(b) Falsification of a Certificate of Source by a pet store, pet store operator, or any other person is hereby declared unlawful.

(5) Hobby Breeders must meet the following requirements:

(a) Keep records, for a period of at least three (3) years and make such records available for review by the City upon request of (i) the birth of each litter of dogs and cats and (ii) veterinary records of rabies vaccinations, all other inoculations, and any medical condition(s) of each dog and cat.

(b) Ensure that dogs and cats are provided: clean, sanitary, safe and humane conditions; sufficient quantities of appropriate food daily; proper air ventilation and circulation; adequate quantities of visible, clean and fresh water available at all times; and medical attention or necessary veterinary care when the dog or cat is diseased or injured.

(6) Violations - Enforcement. Any person who violates this Section shall be punished as provided in sections 2-116 through 2-126 of the City's Code of Ordinances.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Inclusion in the City Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 8TH DAY OF APRIL, 2014.

PASSED AND ADOPTED upon this second reading this 22ND DAY OF APRIL, 2014.

_____

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	KERCH	MOTION:	SOFIELD
SECOND:	SOFIELD	SECOND:	KERCH
KERCH:	YEA	KERCH:	YEA
ROSEN:	ABSENT	ROSEN:	YEA
SCUOTTO:	YEA	SCUOTTO:	YEA
SOFIELD:	YEA	SOFIELD:	YEA
RYAN:	YEA	RYAN:	YEA

Approved by the City Attorney
As to Form and Legal Sufficiency.

Kimberly A. Kisslan

underscored words are additions

Mayor

AMERICAN KENNEL CLUB®

The Honorable Diane Veltri Bendekovic
Mayor, City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

May 13, 2014

Re: AKC Concerns with Restriction on Pet Sales

Dear Madam Mayor and Members of the Plantation City Council:

On behalf of our 189 dog clubs and tens of thousands of responsible dog owners and future dog owners in Florida, the American Kennel Club (AKC) wishes to express our grave concerns with the ordinance under consideration by the Plantation City Council which would restrict the sale of pets at pet stores in the city.

The AKC is the world's largest purebred dog registry, the nation's largest purebred rescue network, and the only not-for-profit purebred dog registry devoted for more than 130 years to the health and wellbeing of dogs. We work actively to educate the public about responsible dog ownership and advocate for humane treatment of *all* dogs.

The AKC believes the best way for a person to obtain a new pet is through personal interaction with the pet's breeder and the pet under consideration. An important part of ensuring the success of a pet with a new owner is to ensure that it is an appropriate fit with the owner's lifestyle. Treasured pets may be obtained from a variety of sources, including breeders, pet stores, rescue, and local shelters.

If this ordinance is adopted, families in Plantation will lose an important source for choosing a pet that is the best fit for their lifestyle and circumstances. Unfortunately, many communities lack sufficient local breeders to meet the demand for the specific pets desired by local residents. Those seeking a puppy that is a specific breed from a breeder subject to USDA or state animal welfare standards, or one that is covered by Florida consumer protection laws, will likely be forced to purchase a puppy outside the city.

When consumers cannot acquire a pet that is an appropriate fit for their lifestyle, that animal is more likely to end up in the shelter system. A better solution is to ensure that consumers are educated, understand the demands of responsible ownership and have access to a variety of pets so that they can make educated choices.

We also urge you to avoid a measure that interferes with the operation of legal businesses regulated by the state. Passage of a similar law in Phoenix, Arizona, has resulted in vigorous federal litigation and a stay against the implementation of those restrictions.

In the interests of our shared commitment to the wellbeing of all dogs, the American Kennel Club urges you to oppose this arbitrary measure. We would welcome the opportunity to work with you to develop public education programs and other alternative effective solutions to reduce shelter intakes, expand responsible dog ownership and promote freedom of pet choice in Plantation. Please do not hesitate to contact us at 919-816-3720 if you have any questions or we may be of assistance.

Sincerely,

Sheila H. Goffe

Sheila Goffe
Director, Government Relations

Petland addresses the pet store ban claims promoted by animal rights activists.

Animal rights activists are aggressively promoting pet store bans in several communities across the country. The majority of these efforts are led by a small band of local activists. While these efforts are well funded and designed by national animal rights groups, the resulting legislation fails produce the results they advertise. Many local communities have tabled or pulled their proposed ordinances as the facts have become clear that closing locally owned pet stores have no impact on "puppy mills".

The premise of the animal rights attack is based on the belief that pet stores are responsible for (1) local pet overpopulation, (2) increased population at shelters, (3) the high shelter euthanasia rates and (4) the sale of sick dogs from "puppy mills" to unsuspected consumers. Their claim is that these issues are a direct threat to local citizens and pets. Their emotional campaign preys upon the heartstrings of local leaders and the media. Facts are not relevant in promoting their anti-pet agenda.

In reality, none of their claims are true. There is no scientific study to support any of the claims. The animal rights groups have used the power of emotion to influence unsuspecting lawmakers and the media. Such reckless efforts have placed several municipalities in jeopardy of costly legal action for the tax payers to pay. The city of Phoenix is currently in federal court defending their passage of such an ordinance and in April a federal judge issued a preliminary injunction order in favor of the pet store.

Petland has provided below scientific facts to "bust" the myths promoted by these extreme animal rights activists. For nearly 50-years, Petland has been a part of the solution in promoting increased care and conditions for all pets and responsible pet ownership. Petland has introduced the benefits of the human-animal bond to millions of families and is the global leader in pet retail. Petland stands ready to help address any concerns or questions relating to these issues.

Myth #1: Pet stores are responsible for U.S. pet overpopulation, shelter overpopulation, and high shelter euthanasia rates:

Fact: Not a single scientifically based study has been found that supports this myth.

Fact: "There is no central data reporting system for U.S. animal shelters and rescues." (Source: HSUS)

Fact: "While many shelters know the value of keeping statistics, no national reporting structure exists to make compiling national statistics on these figures possible." (Source: American Humane Association)

Fact: Pet stores sell as few as 2% of all dogs in the United States. (Source: ASPCA)

Fact: The shelter and rescue systems in the United States are importing dogs to fill the public demand. "The NAIA site has a story from the Puerto Rico Daily Sun about 107 puppies that died of distemper on their way from the island to the New York area." (Source: NAIA)

Fact: "As many as 300,000 puppies a year are being imported, based on early estimates, according to G. Gale Galland, Veterinarian in the CDC's Division of Global Migration and Quarantine." (Source: ABC News 2006)

Fact: In the State of Connecticut, the Department of Agriculture tracks pet store and shelter dogs imported into the state. In 2013, Connecticut shelters imported twice as many dogs as all the pet stores in the state during the same period.* (Source: Committee Testimony)

Fact: In response to rescues and shelters importation of dogs into the United States, the National Association of State Public Health Veterinarians (NASPHV) on April 21, 2014 released a policy statement recognizing the threat to humans and animal health posed by the unregulated importation of animals - rabies, in particular. (Source: NAIA)

Fact: The most recent credible study on shelter in-takes was conducted in 1998 and found:

33.7% came from friends/acquaintance
27.2% came from a breeder or stranger
22.5% came from a shelter
9.3% came in as a stray
3.9% came from pet stores

This study examined 3,772 relinquished pets from 12-shelters in a six state area. (Source: Journal of Applied Animal Welfare Science, 1998)

Myth Busted: No evidence exist that pet stores contribute to pet overpopulation, shelter overpopulation or high euthanasia rates in shelters.

*The state of Connecticut reported shelters imported 14,000 dogs in 2013.

Myth #2: Pet stores sell sick dogs from "puppy mills".

Fact: Puppy breeders who sell to pet stores are regulated by the federal government. The U.S. Congress passed the Animal Welfare Act and assigned the USDA responsibility to inspect breeders. Only USDA licensed and inspected breeders are permitted to sell to pet stores. (Source: Animal Welfare Act).

Fact: There are an estimated 10,000 dog breeders in the United States. (Source: HSUS)

Fact: Just over 2,000 dog breeders are USDA licensed and inspected. (Source: USDA)

Fact: The estimated 8,000 non-licensed and unregulated breeders sell directly to consumers over the Internet, flea markets and parking lots while evading federal regulatory oversight. (Source HSUS)

Fact: Nearly 52% of dogs and cats adopted from shelters had reported health problems 1-week after adoption and 10% had reported health problems within the first month after adoption. Yet the prevalence of serious disease among puppies did not differ between pet stores and other sources. (Source: The Journal of American Veterinarian Medical Association)

Fact: Breed specific rescues and shelters purchase puppies from commercial breeders as well as import puppies from countries such as Mexico, the Caribbean and Eastern Europe. (Source NAIA & ABC News)

Fact: AVMA is aware of 21 states that have lemon laws that provide legal recourse to people who purchase animals from pet dealers, later found to have a disease or defect. (Source: American Veterinarian Medical Association)

Fact: Pet store puppies receive more veterinary care and oversight during the first 12 weeks of age than other puppies, and therefore had fewer health issues. (Source: Pet Industry Joint Advisory Council)

Fact: Pet store puppies had fewer health claims thus prompting pet health insurance carrier DVM/VPI Insurance Group to reduce its premiums for pet store puppies and kittens by as much as 22%. (Source: DVM/VPI Insurance Group)

Myth Buster: The public's demand for choice in the dog they bring into their homes is growing and supply will meet that demand. Pet stores remain the highest regulated channel for puppy sales and provides customers and the general public with the best protection. While rescues and shelters view pet stores as competition, today only responsible federally licensed and inspected breeders can sell to pet stores.

Joseph J. Watson
CEO/President
Petland Inc.
250 Riverside Street
Chillicothe, Ohio 45601
Office: 1-740-775-2464
Cell: 1-740-466-8116

TESTIMONY OF THE PETLAND BEFORE THE PLANTATION, FLORIDA CITY COUNCIL REGARDING A PROPOSED ORDINANCE RELATING TO "REGULATIONS FOR THE RETAIL SALE OF DOGS AND CATS" IN PLANTATION

May 12, 2014

Hello, my name is Joe Watson and I am the president & CEO at Petland. As part of my role with the company, I have personally visited professional breeders throughout the United States and internationally and attended and spoken at numerous breeder educational conferences.

For more than 45-years Petland has matched the right pets with the right customers and met the needs of both. Animal welfare is our passion and educating our customers on responsible pet ownership is what we do around the world every day.

Not all pet stores are bad and applying a blanket ordinance over all isn't fair. Pet stores play a critical role in any healthy community. Pet stores are often the place where a child gets their first pet and that leads to a life-long love of responsible pet ownership. Pet stores teach compassion and animal welfare. Many of our veterinarians and other professionals in the animal world can recall their childhood memories of visiting their local pet store as a child. Maybe you have a similar memory of a pet store you visited as a child.

Across the country, many locally owned pet stores have vanished from our communities due to competitive pressures by Walmart and PetSmart. Walmart is the nation's largest retailer of pet supplies followed by publically traded PetSmart. At Petland, our competitive advantage is our focus on our pets. Walmart and PetSmart focus on the supply side of the business. Their buying power cannot be matched by locally owned pet stores.

Asking a locally owned specialty retailer such as a Petland store to change their business model to compete against publically traded retail giants such as Walmart and PetSmart isn't a sustainable option. To my knowledge no pet store in America has successfully made such a transition. The historical failure rates of local grocery and hardware stores who tried to compete with Walmart are well documented.

This ordinance, as written, will certainly force the closure of our Petland Plantation store. We can't change our business model and succeed against Walmart.

Therefore, we wish to share with you the facts in hopes that you reconsider the passage of this ordinance:

1. ASPCA's public website states that "the majority of pets are obtained from acquaintances and family members."

2. ASPCA also states that "26% of dogs are purchased from breeders". Most of these

breeders are unlicensed and uninspected by anyone. Public beware.

3. ASPCA states "20 to 30% of cats and dogs are adopted from shelters and rescues" and also adds that "more than 20% of people who leave (abandon) dogs in shelters adopted them from a shelter."

4. ASPCA states on their website that as few as 2% of all puppies purchased are purchased in pet stores. All breeders who sell to pet stores must be licensed by the USDA.
Source: http://www.aspca.org/about-us/faq/pet-statistics

Therefore, pet stores, while only as low as 2% of all dogs sold across the country, are the only source of puppies in Plantation that is regulated by the U.S. Congress and the state of Florida.
If you were to close every pet store tomorrow in America, not a single "puppy mill" would close. That is a mathematical fact proven by these published ASPCA statistics.

Not all professional canine breeders are bad. In fact, the opposite is true. Most are hardworking Americans who love what they do. If you met them, you would see that. Yet labeling all breeders that supply pet stores as bad is stereotypical, judgmental and wrong. This unfair representation of the professional breeder community is not fact-based and it is without scientific merit. The facts speak for themselves.

Rather, it is an emotional reaction that creates an emotional response, thus ignoring reality and the facts. This ordinance, if enacted, will not stop the flow of puppies from unregulated breeders into Plantation, rather it will simply close the only regulated channel for pet sales in the town.

Both the HSUS and the ASPCA have been vocal advocates of closing what has been termed the "internet loophole" of the Animal Welfare Act. Breeders who sell directly over the internet to customers have not been required to be inspected by the USDA. Again, up to 26% of all dogs purchased are purchased in this manner.

HSUS declared that "breeders who sell puppies for resale to brokers or pet stores are required to be federally licensed and inspected by the United States Department of Agriculture (USDA). But a gaping loophole in the Animal Welfare Act (AWA) regulations has allowed commercial breeders who sell puppies online, by mail or over the phone to evade oversight. "

When the USDA announced changes to the internet rule, the HSUS stated on their website; "Tens of thousands of dogs suffering in substandard, filthy, and overcrowded cages for years on end will finally get the protection they deserve as a result of a rule the U.S. Department of Agriculture will formally adopt today. This change... will extend federal oversight to thousands of puppy mills that do business online."

They go on to say "Because large-scale dog breeders who sell animals to pet stores are regulated, but breeders who sell directly to the public are not, there has been a massive migration of breeders to the latter sales strategy within the last decade or so. If they could

sell dogs and escape any federal oversight, why not get in on that act and continue to cut corners on animal care?"

There is more oversight of breeders who sell their puppies to pet stores than any other type of breeder, shelter or rescue. Inspection reports for federally licensed breeders are available free of charge on the USDA website.

I believe that is the type of transparency that all breeders should welcome. If a consumer chooses not to buy a puppy from a pet store, that is certainly their choice and right. But they should also have the right to purchase from a responsible pet store.

Florida is among the states with the highest level of regulations for pet stores. Please consider all the unintended consequences of eliminating a consumer's choice of procuring a pet from a highly regulated industry. In addition to harming Plantation employment, tax revenue, and individual freedom of choice, you are further widening the doors for unregulated players to enter this marketplace if you enact a pet store sales ban.

The reality is that many consumers want a certain breed of dog and someone will always be there to fill that demand. When pet stores close, rest assured this will simply open the door for unscrupulous breeders will drive to Plantation and sell those puppies out of the back of a pickup truck in a parking lot.

Petland would encourage the town of Plantation to table this ordinance and work with experts in the industry to develop an ordinance that delivers the results which you seek. Please let us know how we can be of assistance.

Most Respectfully,

Joe Watson

Joseph J. Watson
CEO/President
Petland Inc.
250 Riverside Street
Chillicothe, Ohio 45601

Office: 1-740-775-2464
Cell: 1-740-466-8116

www.petland.com

Exhibit F
Agenda backup materials for May 21, 2014 meeting

MEMORANDUM

To: Mayor and Members of the City Council

From: Donald J. Lunny, Jr., City Attorney

Date: May 21, 2014

Re: Revised Regulatory Ordinance Regarding Pet Shops

As the City Council may remember, at the conclusion of the Council's consideration of the subject regulatory Ordinance at First Reading, the Legal Department was authorized to determine whether any practical alternatives could be suggested that might narrow the regulatory focus of the Ordinance while still accomplishing its objective, and to share any such suggestions with the attorney representing the Pet Shop, Robert Sweetapple, Esq.

Attached for the City Council's consideration is a revised regulatory Ordinance concerning Pet Shops. The significant changes to the Ordinance from First Reading are highlighted in yellow. Since First Reading, the Administration has learned that certain nationally recognized associations/entities "accredit" dog and cat breeders. Rather than prohibit the retail sale of any dog or cat in a Pet Shop (except for those offered by a Rescue Organization or the Humane Society) as was previously proposed, the Ordinance has been revised to allow Pet Shops to acquire dogs and cats from such "accredited breeders" for resale. Some accrediting association/entities have been mentioned by name in the Ordinance, and others may be approved by City Resolution (Lines 191 – 207). The other significant change to the regulation is to allow Pet Shops to acquire dogs and cats from Hobby Breeders for subsequent retail sale by the Pet Shop (Line 178). Finally, Pet Shops are being given until January 31, 2015 to sell their inventory and the word "inventory" as been defined for practical expedience (Lines 165 – 174). The Legal Department and Administration believes that the revised regulation utilizes a narrower regulatory focus, and may address the alleged negative secondary effects of young animals sourced from "puppy mills" or "kitten mills" in a more practical manner.

A draft of the revised Ordinance was e-mailed to Robert Sweetapple, Esq. on Tuesday, May 20, 2014. As of this writing, no formal response has been received.

This revised Ordinance is now ready to be considered as a Legislative Item as Second Reading.

DJL:tw
Enclosure
[406]9002-11001

5/28/14

ORDINANCE NO. 2014-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA RELATING TO ANIMALS BY AMENDING THE PLANTATION CODE OF ORDINANCES TO CREATE REGULATIONS FOR THE RETAIL SALE OF DOGS AND CATS; PROVIDING SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, existing state and federal laws regulate dog and cat breeders, as well as pet shops that sell dogs and cats including the Animal Welfare Act ("AWA") (7 U.S.C. Section 2131 et seq.); and

WHEREAS, Animal Welfare Act requires, among other things, the licensing of certain breeders of dogs and cats and that these breeders maintain minimum health, safety and welfare standards for animals in their care with enforcement of these requirements by the United States Department of Agriculture ("USDA"); and

WHEREAS, according to USDA inspection reports, some additional documented problems found at puppy mills include: (1) sanitation problems leading to infectious disease; (2) large number of animals overcrowded in cages; (3) lack of proper veterinary care for severe illnesses and injuries; (4) lack of protection from harsh weather conditions; and (5) lack of adequate food and water; and

WHEREAS, according to The Humane Society of the United States, American consumers purchase dogs and cats from pet shops that the consumers believe to be healthy and genetically sound, but in reality, the animals often face an array of health problems including communicable diseases or genetic disorders that present immediately after sale or that do not surface until several years later, all of which lead to costly veterinary bills and distress to consumers; and

WHEREAS, many "puppy mill" puppies and "kitten factory" kittens are being sold in pet shops for sale to the public; and

WHEREAS, across the country, thousands of independent pet shops as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of dogs and cats; many of these shops collaborate with local animal sheltering and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, while the City Council recognizes that not all dogs and cats retailed in pet shops are products of inhumane breeding conditions and would not classify every commercial breeder selling dogs or cats to pet shops as a "puppy mill" or "kitten factory", it is the City Council's belief that puppy mills and kitten factories continue to exist in part because of public demand and the sale of dogs and cats in pet shops; and

WHEREAS, the City Council believes that restricting the retail sale of dogs and cats in pet shops in the City will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PLANTATION, FLORIDA:

Section 1. The forgoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby rendered a specific part of this Ordinance upon adoption and shall serve as its legislative history.

Section 2. Sec. 4-1, "Definitions" is hereby amended to read as follows:

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal shall mean every living non-human creature, excluding tropical fish.

Animal control officer or *officer* shall mean any person employed by the City of Plantation or Broward County, or such agents or employees as are designated by the city or county to perform the duties of such officer, which person is authorized to investigate on public or private property civil infractions relating to animal control or cruelty, and to issue citations as provided herein. An animal control officer is not authorized to bear arms or make arrests (unless such person is a sworn police officer).

Animal rescue organization means humane society or other duly incorporated nonprofit organization operated as a bona fide charitable organization under Section 501(c)3 of the Internal Revenue Code, which organization is devoted to the rescue, care and/or adoption of stray, abandoned or surrendered animals and which does not breed animals.

Animal shelter means a public animal shelter or duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals, and which does not breed animals.

At large means off the premises of the owner and not under the control, custody, charge or possession of the owner or other responsible persons to whom custody, control, charge or possession of an animal, either by leash, cord, chain, or other physical barrier, fence, cage, full or partial enclosure sufficient to contain the animal, has been delegated.

Broward County Animal Regulations shall mean the Broward County Animal Care and Regulation Ordinance and any and all rules and regulations promulgated thereunder.

Cat means an animal of the Felidae family of the order Carnivora.

Certificate of source means any document from the source city or county animal shelter or animal control agency, humane society, Hobby breeder, or non-profit rescue organization declaring the source of the dog or cat on the premises of the pet shop, retail business, or other commercial establishment. The certificate of source shall include at a minimum: (a) a photograph of the dog or cat; (b) a brief description of the dog or cat, the name, address, telephone number, and e-mail address of the source of the dog or cat; (c) documentation showing that the breeder is accredited by the American Kennel Club, The Cat Fanciers' Association, or the Humane Society, or other accrediting entity as approved by Resolution of the City Council of Plantation, if applicable (d) shall be signed

by the pet store certifying the accuracy of the certificate; and (e) shall be signed by the purchaser or transferee of the dog or cat acknowledging receipt of the Certificate of Source.

Citation shall mean a written notice issued to a person by an officer with probable cause to believe that the person has committed a civil infraction in violation of this chapter.

City shall mean the City of Plantation, Florida.

City council shall mean the City Council for the City of Plantation, Florida.

Control shall mean the regulation of the possession, ownership, care and custody of an animal.

County shall mean Broward County, Florida.

Division shall mean the Animal Care and Regulation Division for Broward County.

Dog means an animal of the Canidae family of the order Carnivora and includes both male and female.

Existing pet shop means any pet shop or pet shop operator that displayed, sold, delivered, offered for sale, offered for adoption, bartered, auctioned, gave away, or otherwise transferred cats or dogs in the City on the effective date of this article and complied with all applicable provisions of the Code of Ordinances.

Harboring shall mean the act of keeping and caring for an animal or providing a premises to which the animal returns for food, shelter or care for a period of at least forty-eight (48) hours.

Hobby breeder means any person or entity that causes or allows the breeding or studding of a dog or cat resulting in no more than a total of one litter per calendar year whether or not the animals in such litter are offered for sale or other transfer. The use of any property in the City for this purpose shall be appropriately zoned and licensed by the City for such purpose and comply with applicable federal, state, and county laws and regulations.

Kennel shall mean any place at which dogs, cats or any other animal, reptile, bird or fowl are kept for sale, breeding, boarding, treatment or grooming purposes as allowed by this Chapter and the zoning regulations of the city, Broward County, or both, if applicable. "Kennel" shall not include any humane society, animal protection agency or veterinarian clinic.

Pet shop means an establishment open to the public and engaging in the business of the retail sale of animals.

Pet shop operator means a person who owns or operates a pet shop, or both.

Owner means any person owning, keeping or harboring an animal.

Retail sale includes display, offer for sale, offer for adoption, trade, rent, barter, auction, give away, or other transfer of or dispose of any cat or dog.

Veterinarian shall mean a veterinarian duly licensed and regulated by the State of Florida in accordance with Chapter 474 of the Florida Statutes.

Wild animal shall mean any non-human primate, raccoon, skunk, fox, poisonous snake, leopard, panther, tiger, lion, lynx or any other animal so classified by the Florida Game and Fresh Water Fish Commission.

Section 3. Chapter 4 of the Code of Ordinances of the City of Plantation, entitled "Animals", is amended to create a new Article III as follows:

Article III.

Retail Sale of Dogs and Cats

Sec. 4-31. Sale or transfer of dogs and/or cats. Except as provided in Sec. 4-32 and 4-33 below, no pet shop shall engage in the retail sale of dogs or cats in the City on or after [the effective date of this Ordinance].

Sec. 4-32. Existing Inventory. An existing pet shop may continue the retail sale of ~~to display, offer for sale, offer for adoption, barter, auction, give away, or otherwise transfer~~ its inventory of cats and dogs as of [the effective date of this Ordinance], until ~~September 30, 2014~~ January 31, 2015. Existing pet shops shall provide the City with copies of its inventory documentation as of [the effective date of this Ordinance]. The inventory documentation shall include a photograph of each dog and cat. The word "inventory" as used herein means those dogs and cats actually located on the premises of the Pet Shop, and those dogs and cats which are alive as of [effective date of this Ordinance] and which have been ordered by the pet shop for retail sale at the Premises pursuant to inventory replacement orders that were existing as of [the effective date of this Ordinance].

Sec. 4-33. Exceptions. The prohibition of Sec. 4-31 shall not apply to:

1. Hobby breeders as defined in this Chapter ~~The display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs or cats from the property which they were bred and reared. The use of any property for this purpose shall be appropriately zoned and licensed by the City for such purpose and comply with applicable federal, state, and county laws and regulations; or~~

2. An animal shelter as defined in this Chapter; or

3. A animal rescue organization as defined in this Chapter; or

4. An animal shelter or animal rescue organization that operates out of or in connection with a pet shop; or

5. Pet shops that obtain all cats and dogs for retail sale on the pet shop premises from a Hobby breeder; or

6. Pet shops that obtain all cats and dogs for retail sale on the pet shop premises

from breeders accredited by the American Kennel Club; or

7. Pet shops that obtain all cats for retail sale on the pet shop premises from breeders accredited by The Cat Fanciers' Association; or

8. Pet shops that obtain all cats and dogs for retail sale on the pet shop premises from catteries or breeders accredited by the Humane Society;

9. Pet shops that obtain all cats and dogs for retail sale on the pet shop premises from catteries or breeders accredited by a nationally recognized association of entity which accredits responsible and humane catteries and breeders, which nationally recognized association or entity is approved as meeting the requirements of this paragraph by Resolution of the City Council; or,

10. Some or all of the foregoing.

Sec. 4-34. Certificate of Source. A pet shop shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage, or enclosure, a certificate of source with photograph of each dog or cat offered for retail sale, and shall provide a copy of such certificate to the purchaser or transferee of any dog or cat sold or transferred. A code enforcement officer or police officer may request a review copies of such certificates and, upon such request, the pet shop operator or any attending employee must present such certificates at that time and without delay. Failure to post and maintain the certificate of source as provided herein is a violation of this section. In addition, failure to provide a certificate of source, and the provision of a falsified certificate of source, is a violation of this section.

Sec. 4-35. Hobby Breeders must meet the following requirements:

(a) Keep records for a period of at least three (3) years and make such records available for review by the City upon request of (i) the birth of each litter of dogs and cats and (ii) veterinary records of rabies vaccinations, all other inoculations, and any medical condition(s) of each dog and cat.

(b) Ensure that dogs and cats are provided: clean, sanitary, safe and humane conditions; sufficient quantities of appropriate food daily; proper air ventilation and circulation; adequate quantities of visible, clean and fresh water available at all times; and medical attention or necessary veterinary care when the dog or cat is diseased or injured.

Sec. 4-36. Remedies and Enforcement. The City shall have the following remedies and enforcement powers for violations of this Article. The remedies and enforcement powers established in this Article shall be cumulative and the City may exercise them in any order or combination at any time.

(a) Each retail sale of any dog or cat in violation of this Article shall be a separate violation (i.e. a pet shop owner or a pet shop operator, or both, shall be subject to being cited for each transaction as a separate violation).

(b) The City may seek to revoke any issued local business tax receipts

issued for the location of the violation.

(c) The City may seek an injunction or other equitable relief in court to enjoin violations of this Article.

(d) The City may seek a court order in the nature of mandamus, abatement, injunction, or other action or proceeding to abate or remove a violation.

(e) The city may also seek to enforce a violation of this Article in accordance with Chapter 6 of this Code (by prosecuting the case in front of the special magistrate) with each day of the violation being a separate offense.

(f) The City may also choose to prosecute violations in accordance with the procedures set forth in section 4-20 of this Code. However, any person or entity cited for an infraction under this Article, who elects not to contest the citation shall pay a civil penalty in an amount as follows which must be remitted in accordance with subsection 14-20(d) of this Code:

(1) One hundred dollars ($100.00) for the first offense.

(2) Two hundred dollars ($200.00) for the second offense.

(3) Four hundred dollars ($400.00) for the third and any subsequent offense.

Any person cited for an infraction under this Article who elects to contest the citation and is found to have committed the violation, or any person who does not elect to contest the violation but fails to pay the applicable civil penalty in a timely manner as set forth in subsection 14-20(d) of this Code, shall pay a civil penalty in an amount as follows:

(1) Two hundred dollars ($200.00) for the first offense.

(2) Up to five hundred dollars ($500.00) for the second and any subsequent offense.

The city may assess against such persons all costs incurred by the city for transportation, impoundment, confinement, treatment or destruction of the animal.

(g) In addition to the enforcement powers specified in this Article, the City may exercise any and all enforcement powers granted by City Charter, ordinance, or state or federal law.

Section 4. Severability. Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 5. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of the City of Plantation; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon passage on second reading by the City Council and signature by the Mayor.

PASSED ON FIRST READING by the City Council this ___ day of _____, 2014.

PASSED AND ADOPTED ON SECOND READING by the City Council this ____ day of _____, 2014.

SIGNED by the Mayor this _____ day of _____, 2014.

_____
MAYOR

ATTEST

_____
CITY CLERK

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Ordinance was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2014.

_____
Susan Slattery, City Clerk

[311]9002-11001

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

Item Number: 19.

To:	Mayor and Councilmembers
From:	John C. Rayson, Town Attorney, (954) 797-1101
Prepared By:	Barbara C. Cabrera, Administrative Aide, (954) 797-1140 - Town Attorney
Subject:	Ordinance
Affected District:	Town Wide
Item Request:	Staff Requesting a Tabling
Title of Agenda Item:	**CODE AMENDMENT** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING CHAPTER 4, CODE OF ORDINANCES ENTITLED "ANIMALS," BY CREATING SECTION 4-69 ENTITLED "RETAIL SALE OF DOGS AND CATS," SECTION 4-70 ENTITLED ~~"LICENSING REQUIREMENTS," AND SECTION 4-71 ENTITLED~~ "MINIMUM STANDARDS FOR HOUSING AND CARE OF ~~ANIMALS~~ **DOGS AND CATS**;" PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. **{Approved on first reading on February 19, 2014. In a roll call vote, the vote was as follows: Mayor Paul: yes, Vice-Mayor Caletka: yes, Councilmember Hattan, yes; Councilmember Luis: yes, Councilmember Starkey: yes} (Motion carried 5-0).**
Executive Summary:	The proposed ordinance is intended to reasonably restrict the retail sale of dogs and cats in the Town of Davie and promote community awareness of animal welfare. This ordinance requires posting of the animals origin. This will reduce abandonment or mistreatment of animals and promotes healthier pets. It will also encourage pet consumers to adopt dogs and cats from shelters. **In consultation with the planning and zoning manager, the licensing requirements have been removed as they are already subject to a business tax receipt requirement.**
Key Points:	• Due to lack of proper animal husbandry practices at these mills or standard facilities, animals born and raised there are more likely to have genetic disorders and lack adequate socialization. In these "mills" animals are subject to inhumane housing conditions and are indiscriminately disposed of when they reach the end of their profitable breeding cycle. • Town Council believes that puppy mills and kitten factories continue to exist in part because of public demand fueled by the availability of dogs and cats in pet stores leading to "impulse" purchases of animals. • Reasonably restricting the retail sale of dogs and cats in the Town of Davie will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the Town. • The restrictions in the ordinance should reduce impulse purchases of pets, which can lead to abandonment or mistreatment of the animals once they have outgrown their initial puppy or kitten appeal. • It will encourage pet consumers to adopt dogs and cats from shelters where proposed owners are screened for their suitability with respect to the animal, thus reducing the likelihood that the animal will be mistreated or abandoned and thereby saving animals' lives and reducing the cost to the public of sheltering animals.
Previous	

Actions:

Concurrences: Town Administrator
Planning & Zoning

Fiscal Impact:

Has request been budgeted? N/A

If yes expected cost:

Account name and number:

If no, amount needed:

Account name funds will be appropriated from

Additional Comments

Recommendation: Motion to approve ordinance

Strategic Goals This Item Supports:
Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

	File Name	Description
D	Ordinance-Puppy_Mill-Revised_03-18-14.pdf	Puppy Mill Ordinance
D	Puppy_Mill_Ordinance-_Back_up_Information.pdf	Puppy Mill Ordinance- Back up Information

ORDINANCE NO. 2014-____

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING CHAPTER 4, CODE OF ORDINANCES ENTITLED "ANIMALS," BY CREATING SECTION 4-69 ENTITLED "RETAIL SALE OF DOGS AND CATS," SECTION 4-70 ~~ENTITLED "LICENSING REQUIREMENTS," AND SECTION 4-71~~ ENTITLED "MINIMUM STANDARDS FOR HOUSING AND CARE OF ~~ANIMALS~~ DOGS AND CATS;" PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, according to the Humane Society of the United States, hundreds of thousands of dogs and cats in the United States have been housed and bred at substandard breeding facilities known as "puppy mills" or "kitten factories," ("Facilities") that mass-produce animals for sale to the public; and

WHEREAS, because of the lack of proper animal husbandry practices at ~~these~~ **substandard** Facilities, animals born and raised there are more likely to have genetic disorders and lack adequate socialization, and breeding animals utilized there are subject to inhumane housing conditions and are indiscriminately disposed of when they reach the end of their profitable breeding cycle; and

WHEREAS, many animals produced in these **substandard** Facilities are purchased by retail pet stores or shops for sale to the public; and

WHEREAS, while not all dogs and cats sold in retail pet stores or shops are the product of inhumane breeding conditions and not every commercial breeder selling dogs or cats to pet stores or shops, operates "puppy mills" or "kitten factories," the Town Council believes that puppy mills and kitten factories continue to exist in part because of public demand fueled by the availability of dogs and cats in pet stores leading to "impulse" purchases of animals; and

WHEREAS, the Town Council believes that reasonably restricting the retail sale of dogs and cats in the Town of Davie will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the Town; and

WHEREAS, the Town Council believes that the reasonable restriction of the retail sale of dogs and cats in pet stores in the Town will reduce impulse purchases of pets, which can lead to abandonment or mistreatment of the animals once they have outgrown their initial puppy or kitten appeal and will also encourage pet consumers to adopt dogs and cats from shelters where proposed owners are screened for their suitability with respect to the animal, thus reducing the likelihood that the animal will be mistreated or abandoned and thereby saving animals' lives and reducing the cost to the public of sheltering animals;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

Section 1: That Chapter 4, Code of Ordinances, entitled "Animals" is hereby amended to create Section 4-69, "Retail Sale of Dogs and Cats," as follows:

Sec. 4-69. Retail Sale of Dogs and Cats.

(1). *Definitions*. For purposes of this section, the following definitions shall apply:

a. *Animal rescue organization* means humane society or other duly incorporated nonprofit organization registered with the Florida Department of State and operated as a bona fide charitable organization under Section 501(c) 3 of the Internal Revenue code, which organization is devoted to the rescue, care and/or adoption of stray, abandoned or surrendered animals and which does not breed animals.
b. *Animal Shelter* means a municipal or related public animal shelter or duly incorporated nonprofit organization devoted to the rescue, care and/or adoption of stray, abandoned or surrendered animals, and which does not breed animals.
c. *Cat* means an animal of any age of the Felidae family of the order Carnivora.
d. *Certificate of source* means a document declaring the source of origin of a dog or cat sold or transferred or offered for sale or transfer. A certificate of source shall include the name and address of the original source of the dog or cat, ~~and license information of the original source breeder evidencing that the original source breeder is licensed by the United States Department of Agriculture~~ and shall be signed by both the pet store certifying the accuracy of the certificate and by the purchaser or transferee of the dog or cat acknowledging receipt of the certificate.

e. *Dog* means an animal of any age of the Canidae family of the Carnivora.
f. *Pet shop* means any establishment maintained separately or in connection with another commercial enterprise which offers to sell any species of live animals, with the intent that they be kept as pets.
g. *Pet store* means any retail establishment open to the public that sells or transfers, or offers for sale or transfer, dogs and/or cats, regardless of the age of the dog or cat.
h. *Pet store operator* means a person who owns or operates a pet store.
~~i. *Sale or transfer of dogs and/or cats.* Subject to the following exemptions, no pet store shall display, sell, trade, deliver, barter, lease, rent, auction, give away, transfer, offer for sale or transfer, or otherwise dispose of dogs or cats in the Town of Davie on or after the effective date of this Ordinance.~~

(2). *Sale or transfer of dogs and/or cats.* Subject to the following exemptions, no pet store shall display, sell, trade, deliver, barter, lease, rent, auction, give away, transfer, offer for sale or transfer, or otherwise dispose of dogs or cats in the Town of Davie on or after the effective date of this Ordinance.

~~(2).~~**(3).** *Exemptions.* ~~This~~ sSection **(2)** does not apply to:

a. A person or pet store that sells, delivers, offers for sale, trades, barters, leases, rents, auctions, gives away, or otherwise transfers or disposes of dogs and/or cats that were bred and reared on property zoned for such purpose within the Town of Davie, and owned by such person or pet store.
b. An animal shelter.
c. An animal rescue organization.
d. An animal shelter or animal rescue organization that operates out of or in connection with a pet store or other retail store.

~~(3).~~**(4).** *Certificate of Source.* A pet store shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage or enclosure, a certificate of source of each dog or cat offered for sale or transfer, and shall provide a copy of such certificate to the purchaser or transferee of any dog or cat sold or transferred.

(5). Existing businesses related to the sale, keeping and/or care of animals shall be made to conform to the standards of this article within 30 days of its adoption.

~~(4).~~**(6).** *Violation- Enforcement.*

a. Any person who violates this section shall be subject to those penalties set forth in Chapter 6 of this Code of Ordinances including but not limited to section 162, F.S., section 828.29, F.S., or any similarly approved legal remedy.
b. The Town may initiate a civil action in a court of competent jurisdiction to enjoin any violation of this section.
c. In addition to any other penalty, a pet shop or pet store owner who is found to have falsified a certificate of source shall pay $2,500.00 in damages to each recipient of such falsified certificate.

~~Sec. 4-70. Licensing requirements.~~

~~(1). Any person, association or corporation operating, establishing or maintaining any business related to the sale, keeping and/or care of animals, either independently or as part of another commercial enterprise.~~

~~(2). No License shall be issued to any person, association or corporation for any business related to the sale, keeping and/or care of animals, the location of which violates the zoning and land development code of the Town. If any business related to the sale, keeping and/or care of animals is required by the zoning and land development code to meet additional standards no such license shall be issued until the standards of the code have been complied with.~~

~~(3). Before a license for any business related to the sale, keeping and/or care of animals is issued, the applicant, when applying for a permit, shall furnish the Town Administrator or designee with a list of the kinds or animals to be kept, handled or exhibited, with the estimated maximum number at any one time. The town administrator or designee must be notified immediately if other kinds of animals are acquired or the maximum number increased.~~

~~(4). A license (local business tax receipt) to conduct such activities shall be obtained from the town as outlined in chapter 13 of the Town's Code of Ordinances.~~

~~(5). Existing businesses related to the sale, keeping and/or care of animals shall be made to conform to the standards of this article within 30 days of its adoption.~~

Sec. 4-~~71~~ -70. Minimum standards for the housing and care of ~~animals~~ dogs and cats.

The following minimum standards shall apply to all ~~animals~~ dogs and cats in the Town of Davie:

a. All ~~animals~~ dogs and cats must be supplied with sufficient good and wholesome food and water as often as the feeding habits of such animals require.
b. All ~~animals and animal~~ dog and cat quarters shall be kept in a clean and sanitary condition. Adequate ventilation shall be maintained.
c. All cages shall be equipped with food and water receptacles mounted or situated so that the animal cannot overturn, defecate or urinate therein. All cages are to be constructed of a non-absorbent, non-porous material. All cages, except bird cages, shall have floors of either solid construction or woven wire mesh construction, or any combination thereof. Cages having woven or wire mesh floors may be used to confine or display animals, provided that the spaces between the wire mesh or weave are smaller than the pads of the feet of the animal confined therein. Cages having wire construction shall be constructed of wire which is of sufficient thickness so as to preclude injury to the animals confined therein. Cages constructed of wire having barbs or other rough surfaces are prohibited. All cages shall be of sufficient height to

permit every animal confined therein to stand normally to its full height and to turn. All cages shall be of sufficient size so as to prevent overcrowding.

d. Proper shelter and protection from the weather shall be provided at all times. ~~Animals~~ **dogs and cats** must not be overcrowded or exposed to excessive heat or cold. Quarters shall be draft free. Proper temperature for the well-being of animals shall be maintained at all times.

e. ~~Animals~~ **dogs and cats** shall not be without attention for over 12 consecutive hours.

f. No ~~animal~~ **dog and cat** shall be exposed to public view for more than 16 hours out of 24 hours.

g. Every reasonable precaution shall be made to insure that ~~animals~~ **dogs and cats** are not teased, abused, mistreated, annoyed, tormented, or in any manner made to suffer by any person or by any means.

h. No ~~animal~~ **dog and cat** shall be given any alcoholic beverage, unless administered or prescribed by a licensed veterinarian for medicinal purposes.

i. ~~Animals~~ **dogs and cats** which are worked, kept for sale, or exhibited, shall be strong, healthy and in good condition of skin and fur.

j. Animals which are enemies by nature, or are temperamentally unsuited, shall not be quartered together or so near each other as to cause the animals fear, or to cause them to be abused, tormented, or annoyed.

k. No tack, equipment, device, substance nor material that has been condemned by the town administrator or designee shall be used on the animals.

l. ~~Animals~~ **Dogs and cats** must be maintained in quarters so constructed as to prevent their escape. Any commercial animal enterprise or pet shop shall assume full responsibility for recapturing any animal that escapes from his premises. Any commercial animal enterprise or pet shop shall take all reasonable precautions to protect the public from the animals and the animals from the public.

m. Working ~~animals~~ **dogs or cats** shall be given proper rest periods. Confined or restrained ~~animals~~ **dogs or cats** shall be given exercise proper for the individual ~~animal~~ **dog or cat** under the particular condition.

n. ~~Animal~~ **Dog and cat** bedding shall be sufficient in size and quantity, be of good quality, and be kept clean.

o. ~~Animals~~ **Dogs and cats** which are unweaned or so young or weak that their sale would be injurious to them shall not be sold, offered for sale, or given away.

p. Sick or diseased ~~animals~~ **dogs and cats** shall be isolated from healthy animals at all times, and so segregated that the illness or disease shall not be transmitted to another animal.

q. Sick or injured ~~animals~~ **dogs and cats** shall not be sold, offered for sale, or displayed until such ~~animal~~ **dog or cat** has been examined by a veterinarian and approved for display or sale. Such veterinarian documents shall be made available upon request by the public or a town official for one year from date of service by a veterinarian, and must be held by the seller thereafter in fulfillment thereof.

r. Any commercial animal enterprise, pet store or pet shop shall maintain a register of the names and addresses of persons from whom ~~animals~~ **dogs and cats** are received and to whom ~~animals~~ **dogs and cats** are sold, traded or given.

s. Any commercial animal enterprise, pet store or pet shop shall furnish the town administrator or designee with the names, addresses and telephone numbers of a responsible person or persons who have access to the place of business and who can be reached in an emergency at any time outside of business hours.

t. Any changes in address, ownership or management of a commercial animal enterprise, pet store or pet shop, animal shelter or refuge shall be reported in writing to the local business tax receipt clerk at least five days prior to such change.

u. Any commercial ~~animal~~ **dog** boarding enterprise shall retain the name, address and telephone number of the owner of each boarded dog and the license number of each dog. This register shall be exhibited to any Town of Davie official, police officer, code compliance officer or Broward County animal control officer upon request.

v. Any commercial ~~animal~~ **dog or cat** boarding enterprise shall notify the owner of a boarded ~~animal~~ **dog or cat** when the ~~animal~~ **dog or cat** refuses to eat or drink, causing it to lose flesh, or when the ~~animal~~ **dog or cat** is injured or becomes weak or ill.

w. Any commercial animal enterprise, pet store or pet shop, animal shelter or refuge shall keep all ~~animals~~ **dogs or cats** confined to the premises at all times, except when restrained in accordance with the provisions of this chapter.

x. Every person maintaining a pet store or pet shop shall post a notice, framed and enclosed under glass, containing the names, addresses and telephone numbers of persons to be notified during any hour of the day or night who will proceed immediately to the location so as to permit entry to premises by a police officer or code compliance officer upon request. Such notice shall be on the premises near the entrance in such a position as to be legible at all times from the sidewalk or ground level adjacent to the building.

y. Any commercial animal enterprise, pet store or pet shop, animal shelter or refuge shall conform to all present or future laws and ordinances of the town within 30 days of its passage.

z. All retail pet sales locations, pet shops, pet stores and other commercial animal enterprises where dogs and cats may be transported or sold shall display a copy of the State of Florida statute section 828.29, F.S., sometimes referred to as the "Florida Pet Lemon Law."

Section 2: All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 3: It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase to accomplish such intentions.

Section 4: In the event that any section or provision of this ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 5: This Ordinance shall become effective immediately upon passage and adoption.

PASSED FIRST READING THIS ____ DAY OF _____, 2014.

PASSED SECOND READING THIS _____ DAY OF _____, 2014.

_____
JUDY PAUL, Mayor

Attest:

_____
Evelyn Roig Acting Town Clerk

Approved for Legal Sufficiency:

_____
John C. Rayson, Town Attorney

EXHIBIT "1"

STATE OF FLORIDA "PET LEMON LAW"

FLORIDA STATUTE SECTION 828.29

828.29 Dogs and cats transported or offered for sale; health requirements; consumer guarantee.—

(1)(a) For each dog transported into the state for sale, the tests, vaccines, and anthelmintics required by this section must be administered by or under the direction of a veterinarian, licensed by the state of origin and accredited by the United States Department of Agriculture, who issues the official certificate of veterinary inspection. The tests, vaccines, and anthelmintics must be administered no more than 30 days and no less than 14 days before the dog's entry into the state. The official certificate of veterinary inspection certifying compliance with this section must accompany each dog transported into the state for sale.

(b) For each dog offered for sale within the state, the tests, vaccines, and anthelmintics required by this section must be administered by or under the direction of a veterinarian, licensed by the state and accredited by the United States Department of Agriculture, who issues the official certificate of veterinary inspection. The tests, vaccines, and anthelmintics must be administered before the dog is offered for sale in the state, unless the licensed, accredited veterinarian certifies on the official certificate of veterinary inspection that to inoculate or deworm the dog is not in the best medical interest of the dog, in which case the vaccine or anthelmintic may not be administered to that particular dog. Each dog must receive vaccines and anthelmintics against the following diseases and internal parasites:

1. Canine distemper.
2. Leptospirosis.
3. Bordetella (by intranasal inoculation or by an alternative method of administration if deemed necessary by the attending veterinarian and noted on the health certificate, which must be administered in this state once before sale).
4. Parainfluenza.
5. Hepatitis.
6. Canine parvo.
7. Rabies, provided the dog is over 3 months of age and the inoculation is administered by a licensed veterinarian.
8. Roundworms.
9. Hookworms.

If the dog is under 4 months of age, the tests, vaccines, and anthelmintics required by this section must be administered no more than 21 days before sale within the state. If the dog is 4 months of age or older, the tests, vaccines, and anthelmintics required by this section must be administered at or after 3 months of age, but no more than 1 year before sale within the state.

(2)(a) For each cat transported into the state for sale, the tests, vaccines, and anthelmintics required by this section must be administered by or under the direction of a veterinarian, licensed by the state of origin and accredited by the United States Department of Agriculture, who issues the official certificate of veterinary inspection. The tests, vaccines, and anthelmintics must be administered no more than 30 days and no less than 14 days before the cat's entry into the state.

The official certificate of veterinary inspection certifying compliance with this section must accompany each cat transported into the state for sale.

(b) For each cat offered for sale within the state, the tests, vaccines, and anthelmintics required by this section must be administered by or under the direction of a veterinarian, licensed by the state and accredited by the United States Department of Agriculture, who issues the official certificate of veterinary inspection. The tests, vaccines, and anthelmintics must be administered before the cat is offered for sale in the state, unless the licensed, accredited veterinarian certifies on the official certificate of veterinary inspection that to inoculate or deworm the cat is not in the best medical interest of the cat, in which case the vaccine or anthelmintic may not be administered to that particular cat. Each cat must receive vaccines and anthelmintics against the following diseases and internal parasites:

1. Panleukopenia.
2. Feline viral rhinotracheitis.
3. Calici virus.
4. Rabies, if the cat is over 3 months of age and the inoculation is administered by a licensed veterinarian.
5. Hookworms.
6. Roundworms.

If the cat is under 4 months of age, the tests, vaccines, and anthelmintics required by this section must be administered no more than 21 days before sale within the state. If the cat is 4 months of age or older, the tests, vaccines, and anthelmintics required by this section must be administered at or after 3 months of age, but no more than 1 year before sale within the state.

(3)(a) Each dog or cat subject to subsection (1) or subsection (2) must be accompanied by a current official certificate of veterinary inspection at all times while being offered for sale within the state. The examining veterinarian must retain one copy of the official certificate of veterinary inspection on file for at least 1 year after the date of examination. At the time of sale of the animal, one copy of the official certificate of veterinary inspection must be given to the buyer. The seller must retain one copy of the official certificate of veterinary inspection on record for at least 1 year after the date of sale.

(b) The term "official certificate of veterinary inspection" means a legible certificate of veterinary inspection signed by the examining veterinarian licensed by the state of origin and accredited by the United States Department of Agriculture, that shows the age, sex, breed, color, and health record of the dog or cat, the printed or typed names and addresses of the person or business from whom the animal was obtained, the consignor or seller, the consignee or purchaser, and the examining veterinarian, and the veterinarian's license number. The official certificate of veterinary inspection must list all vaccines and deworming medications administered to the dog or cat, including the manufacturer, vaccine, type, lot number, expiration date, and the dates of administration thereof, and must state that the examining veterinarian warrants that, to the best of his or her knowledge, the animal has no sign of contagious or infectious diseases and has no evidence of internal or external parasites, including coccidiosis and ear mites, but excluding fleas and ticks. The Department of Agriculture and Consumer Services shall supply the official intrastate certificate of veterinary inspection required by this section at cost.

(c) The examination of each dog and cat by a veterinarian must take place no more than 30 days before the sale within the state. The examination must include, but not be limited to, a fecal

test to determine if the dog or cat is free of internal parasites, including hookworms, roundworms, tapeworms, and whipworms. If the examination warrants, the dog or cat must be treated with a specific anthelmintic. In the absence of a definitive parasitic diagnosis, each dog or cat must be given a broad spectrum anthelmintic. Each dog over 6 months of age must also be tested for heartworms. Each cat must also be tested for feline leukemia before being offered for sale in the state. All of these tests must be performed by or under the supervision of a licensed veterinarian, and the results of the tests must be listed on the official certificate of veterinary inspection.

(d) All dogs and cats offered for sale and copies of certificates held by the seller and veterinarian are subject to inspection by any agent of the Department of Agriculture and Consumer Services, any agent of the United States Department of Agriculture, any law enforcement officer, or any agent appointed under s. 828.03.

(4) A person may not transport into the state for sale or offer for sale within the state any dog or cat that is less than 8 weeks of age.

(5) If, within 14 days following the sale by a pet dealer of an animal subject to this section, a licensed veterinarian of the consumer's choosing certifies that, at the time of the sale, the animal was unfit for purchase due to illness or disease, the presence of symptoms of a contagious or infectious disease, or the presence of internal or external parasites, excluding fleas and ticks; or if, within 1 year following the sale of an animal subject to this section, a licensed veterinarian of the consumer's choosing certifies such animal to be unfit for purchase due to a congenital or hereditary disorder which adversely affects the health of the animal; or if, within 1 year following the sale of an animal subject to this section, the breed, sex, or health of such animal is found to have been misrepresented to the consumer, the pet dealer shall afford the consumer the right to choose one of the following options:

(a) The right to return the animal and receive a refund of the purchase price, including the sales tax, and reimbursement for reasonable veterinary costs directly related to the veterinarian's examination and certification that the dog or cat is unfit for purchase pursuant to this section and directly related to necessary emergency services and treatment undertaken to relieve suffering;

(b) The right to return the animal and receive an exchange dog or cat of the consumer's choice of equivalent value, and reimbursement for reasonable veterinary costs directly related to the veterinarian's examination and certification that the dog or cat is unfit for purchase pursuant to this section and directly related to necessary emergency services and treatment undertaken to relieve suffering; or

(c) The right to retain the animal and receive reimbursement for reasonable veterinary costs for necessary services and treatment related to the attempt to cure or curing of the dog or cat.

Reimbursement for veterinary costs may not exceed the purchase price of the animal. The cost of veterinary services is reasonable if comparable to the cost of similar services rendered by other licensed veterinarians in proximity to the treating veterinarian and the services rendered are appropriate for the certification by the veterinarian.

(6) A consumer may sign a waiver relinquishing his or her right to return the dog or cat for congenital or hereditary disorders. In the case of such waiver, the consumer has 48 normal business hours, excluding weekends and holidays, in which to have the animal examined by a licensed veterinarian of the consumer's choosing. If the veterinarian certifies that, at the time of sale, the dog or cat was unfit for purchase due to a congenital or hereditary disorder, the pet dealer must afford the consumer the right to choose one of the following options:

(a) The right to return the animal and receive a refund of the purchase price, including sales tax, but excluding the veterinary costs related to the certification that the dog or cat is unfit; or
(b) The right to return the animal and receive an exchange dog or cat of the consumer's choice of equivalent value, but not a refund of the veterinary costs related to the certification that the dog or cat is unfit.
(7) A pet dealer may specifically state at the time of sale, in writing to the consumer, the presence of specific congenital or hereditary disorders, in which case the consumer has no right to any refund or exchange for those disorders.
(8) The refund or exchange required by subsection (5) or subsection (6) shall be made by the pet dealer not later than 10 business days following receipt of a signed veterinary certification as required in subsection (5) or subsection (6). The consumer must notify the pet dealer within 2 business days after the veterinarian's determination that the animal is unfit. The written certification of unfitness must be presented to the pet dealer not later than 3 business days following receipt thereof by the consumer.
(9) An animal may not be determined unfit for sale on account of an injury sustained or illness contracted after the consumer takes possession of the animal. A veterinary finding of intestinal or external parasites is not grounds for declaring a dog or cat unfit for sale unless the animal is clinically ill because of that condition.
(10) If a pet dealer wishes to contest a demand for veterinary expenses, refund, or exchange made by a consumer under this section, the dealer may require the consumer to produce the animal for examination by a licensed veterinarian designated by the dealer. Upon such examination, if the consumer and the dealer are unable to reach an agreement that constitutes one of the options set forth in subsection (5) or subsection (6) within 10 business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain reimbursement of veterinary expenses, refund, or exchange.
(11) This section does not in any way limit the rights or remedies that are otherwise available to a consumer under any other law.
(12) Every pet dealer who sells an animal to a consumer must provide the consumer at the time of sale with a written notice, printed or typed, which reads as follows:

It is the consumer's right, pursuant to section 828.29, Florida Statutes, to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida-licensed veterinarian who certifies that, to the best of the veterinarian's knowledge, the animal was found to have been healthy at the time of the veterinary examination. In the event that the consumer purchases the animal and finds it to have been unfit for purchase as provided in section 828.29(5), Florida Statutes, the consumer must notify the pet dealer within 2 business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian.

(13) For the purposes of subsections (5)-(12) and (16), the term "pet dealer" means any person, firm, partnership, corporation, or other association which, in the ordinary course of business, engages in the sale of more than two litters, or 20 dogs or cats, per year, whichever is greater, to

the public. This definition includes breeders of animals who sell such animals directly to a consumer.

(14) The state attorney may bring an action to enjoin any violator of this section or s. 828.12 or s. 828.13 from being a pet dealer.

(15) County-operated or city-operated animal control agencies and registered nonprofit humane organizations are exempt from this section.

(16) A pet dealer may not knowingly misrepresent the breed, sex, or health of any dog or cat offered for sale within the state.

(17) Except as otherwise provided in this chapter, a person who violates any provision of this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

Puppy Mill Information

[Retrieved from internet website @ http://www.awarenessday.org/national/pm_info.html]

A puppy mill is the equivalent of a factory farm for dogs. The crop, in high demand by the American public, is puppies. Another term for a puppy mill is "commercial breeder;" as the name implies, puppy mill breeders have a commercial interest in puppies—selling them is how they make a living or greatly supplement their income. The problem is, to make a profit, commercial breeders must cut corners. Dogs are kept in cages all the time, with the minimum legal space allowed (six inches larger than the dog on all sides), females are bred as often as possible, and when they are no longer able to "produce," they are discarded. It is no life for man's best friend.

Though Cruel and inhumane, puppy mills are legal and often licensed puppy mills have been regulated by the federal government since the 1960's. Breeders who sell puppies to pet stores must hold a USDA dealer license, and many states also require breeders to obtain a license to have a dog breeding kennel. However, the standards they must adhere to are little more than requiring food, water and shelter. It is perfectly legal for licensed breeders to:

Own several hundred, even over one thousand dogs

Keep all dogs in cages for years at a time

Breed dogs as often as possible, and to churn out as many puppies as possible

The standards set forth by the government are not meant to ensure a good life for dogs; they are meant to impose the only bare minimum of care requirements. Furthermore, there are only a few inspectors in each state for hundreds—sometimes thousands of licensed kennels.

How can you tell the difference between a puppy mill and a "good breeder"?
In order to make money, a puppy mill operates differently than a responsible, humane breeder. The list below describes characteristics that indicate a breeder is operating as a commercial enterprise, or puppy mill instead of breeding as a hobby:

The breeder has several breeds of dogs for sale at the same time.

The breeder offers to ship dogs to new owners, without meeting you first.

The breeder will not allow customers to view their property or kennel.

The breeder does not require an application or references from people buying a puppy.

The breeder does not ask buyers to return the dog or contact them if at any point in the dog's life if the owners cannot keep the dog.

The breeder has a very large kennel. Owning fifty to several hundred dogs is typical.

The breeder breeds females every time they come into heat.

The breeder is USDA-licensed so they can sell puppies to pet stores. A USDA license is a red flag that a breeder is in the business to make money.

The breeder does not screen his or her dogs for genetic defects

Puppy Mill Statistics:

4-5 million animals die in shelters every year (roughly 11,000 every day.)

20% of animals in shelters are purebred.

It's estimated that 4 million dogs are bred in puppy mills every year.

There are nearly 6,000 USDA-licensed commercial kennels in the U.S. (and untold numbers of unlicensed.)

How can I be sure my next puppy isn't from a puppy mill?
Puppy mills sell several million puppies every year. Another way to say this is that millions of people are buying dogs from puppy mills each year, and none of them had any idea. Puppy mill owners count on people falling in love with their puppies, either in the pet store or through adorable photos on the Internet. Here's how you can be sure not to support this cruel industry:

Websites:

Puppy mill breeders have great-looking websites all over the Internet to sell puppies direct to the public. Beware of any site that sells dogs, especially if they offer to ship puppies to you. No matter how convincing the site is, the reality could be tens or hundreds of dogs warehoused for breeding. They will even say they are not puppy mills right on the site, but you can't be sure unless you see for yourself. Never, ever buy a puppy online.

Pet Stores:
Stores sell puppies as though they are merchandise, or products. The system is the same as any other product in a store: puppies are raised with low-cost production methods, sold to a broker or "middle man," and delivered to retail stores to be bought by the end customer. The puppy's breeder sometimes makes as little as $75 per puppy, while the end customer often pays well over $1,000 in a retail pet store.

Classified Ads:
For decades, the newspaper classifieds have been the first places that puppy buyers look for a new pet. Commercial breeders tap into this market easily by placing ads. Beware of any ad that lists several breeds for sale, and if the breeder offers to meet you anywhere other than where the place where the dogs and puppies are raised.

LAB PUPS/AKC—Yellow, microchip, hips/eyes guar., 30 yr. ch. Eng bldln, $600-$700 240-217-6479

LAB PUPS—Vet checked, 4 Fs, 1 M, black, one white, 8 wks. old. $250 nego. 301-568-4178

Labradoodles—F1, m/f, vet checked LAAreg ckc reg, desexed farm raised champ sire Cherry Cr. Farms 276 728 0787 /KLargen@gmail.com after 6 PM $1500

MINIATURE PINSCHER —2 AKC reg Females, tan (Dilute Red) both parents small, ready to go shots & wormed, vet ck, 304-738-3545

PRESA CANARIO PUPS — Both parents on premises. $800. 301-437-6825 or 240-305-9624

PUG PUPPIES-ADORABLE!—Shots/wormed, ready

puppies—www.petpuppydog.com Phone 703-989-7513

health guarantee. www.bigrotts.com (703)867-1881

Shiba Inu puppy—purebred, beautiful 3 month, very healthy, playful, brown and white $500 571-237-7059

Alternatives:
If you are determined to buy a puppy, with millions of animals, including purebred dogs and puppies, entering shelters every year, we believe anyone can find their perfect rescued puppy or dog if they simply take the time to look and research rescue groups and shelters—and it's a sure way to not support inhumane breeding facilities or puppy mills.

There are thousands of wonderful pets available for adoption on websites, and it is easy to search for particular breeds or ages of pets. There are websites just for shelters and rescue groups to showcase their available animals. A few good sites are:
www.petfinder.com , www.1-800-save-a-pet.com , www.pets911.com You can also find a dog by contacting a local breed rescue organization by searching www.google.com. Enter a city or state, the breed you are looking for, and the word "rescue." Every pet adopted is a life saved.

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

Item Number: 20.

To:	Mayor and Councilmembers
From:	David Quigley, Planning and Zoning Manager (954-797-1075)
Prepared By:	David Quigley, Planning and Zoning Manager (954-797-1075) - Planning Zoning
Subject:	Ordinance
Affected District:	Town Wide
Item Request:	Schedule for Council Meeting
Title of Agenda Item:	**CODE AMENDMENT** - AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING CHAPTER 12, LAND DEVELOPMENT CODE, ARTICLE XV, WIRELESS COMMUNICATIONS FACILITIES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE. **(Item tabled from March 19, 2014)**
Executive Summary:	The proposed ordinance is intended to ensure consistency with current statutes and to maximize opportunities for the provision of wireless telecommunication facilties in the Town while protecting the health, safety and welfare of Town residents.
Key Points:	• The Town's regulations were last updated in 2006. • The proposed ordinance updates definitions, ensures consistency with Florida Statutes, provides for facilities in public right-of-ways, and maximizes the potential for the installation of facilities on Town-owned property. • A complete summary of proposed changes is attached. • Pictoral examples of various types of facilities are attached for discussion purposes only. • The proposed ordinance is consistent with the Town's Comprehensive Plan and has been reviewed by CityScape, the Town's wireless telecommunications consultant.
Previous Actions:	At the March 5, 2014 Town Council meeting, Town Council tabled the item to March 19, 2014 to provide additional time for public review and comment.
Concurrences:	On February 12, 2014, the Planning and Zoning Board recommended approval by a vote of 4-0.

Fiscal Impact:

Has request been budgeted? N/A

If yes expected cost:

Account name and number:

If no, amount needed:

Account name funds will be appropriated from

Additional Comments

Recommendation: Motion to approve

SUNRISE, FLORIDA

ORDINANCE NO. 577

AN ORDINANCE OF THE CITY OF THE CITY OF SUNRISE, FLORIDA; AMENDING CHAPTER 4 "ANIMALS;" ARTICLE I "IN GENERAL;" BY CREATING SECTION 4-7 "RETAIL SALE OF DOGS AND CATS;" PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, according to the Humane Society of the United States, hundreds of thousands of dogs and cats in the United States have been housed and bred at substandard breeding facilities known as "puppy mills" or "kitten factories" (collectively "Facilities") that mass-produce animals for sale to the public; and

WHEREAS, because of the lack of proper animal husbandry practices at these Facilities, animals born and raised there are more likely to have genetic disorders and lack adequate socialization, and breeding animals utilized there are subject to inhumane housing conditions and are indiscriminately disposed of when they reach the end of their profitable breeding cycle; and

WHEREAS, many animals produced in these Facilities are purchased by retail pet stores for sale to the public; and

WHEREAS, while not all dogs and cats sold in retail pet stores are the product of inhumane breeding conditions and not every commercial breeder selling dogs or cats to pet stores operates "puppy mills" or "kitten factories," the City Commission believes that "puppy mills" and "kitten factories" continue to exist in part because of public demand fueled by the availability of dogs and cats in pet stores leading to "impulse" purchases of animals; and

WHEREAS, the City Commission believes that restricting the retail sale of dogs and cats in the City will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the City; and

WHEREAS, the City Commission believes that the restriction of the retail sale of dogs and cats in pet stores in the City will reduce impulse purchases of pets, which can lead to abandonment or mistreatment of the animals once they have outgrown their initial puppy or kitten appeal and will also encourage pet consumers to adopt dogs and cats from shelters where proposed owners are screened for their suitability with respect to the animal, thus reducing the likelihood that the animal will be mistreated or abandoned and thereby saving animals' lives and reducing the cost to the public of sheltering animals; and

WHEREAS, the City Commission of the City of Sunrise has determined that the following amendment promotes and protects the general health, safety, and welfare of the residents of the City of Sunrise.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1: The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2: That section 4-7 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

~~**Reserved.**~~**Sec. 4-7. Retail Sale of Dogs and Cats.**

(1) *Definitions.* For purposes of this section, the following definitions shall apply:

Animal rescue organization means humane society or other duly incorporated or organized nonprofit organization operated as a bona fide charitable organization under Section 501(c) 3 of the Internal Revenue Code, which organization is devoted to the rescue, care and/or adoption of stray, abandoned, injured or surrendered animals and which does not breed animals.

Animal Shelter means a municipal or related public animal shelter or duly incorporated or organized nonprofit organization operated as a bona fide charitable organization under Section 501(c) 3 of the Internal Revenue Code devoted to the rescue, care and/or adoption of stray, abandoned, injured or surrendered animals, and which does not breed animals.

Cat means an animal of any age of the Felidae family of the order Carnivora.

Certificate of Source means a document from the source or County animal shelter or animal control agency, humane society, non-profit rescue organization or Hobby Breeder declaring the source of origin of a dog or cat on the premises to be sold or transferred or offered for sale or transfer. A Certificate of Source shall include at a minimum: (a) a brief description of the dog or cat, the name, address, telephone number, and e-mail address of the source of the dog or cat; (b) shall be signed by the pet store certifying the accuracy of the certificate; and (c) shall be signed by the purchaser or transferee of the dog or cat acknowledging receipt of the Certificate of Source.

Dog means an animal of any age of the Canidae family of the Carnivora.

Hobby Breeder means any person or entity that causes or allows the breeding or studding of a dog or cat resulting in no more than a total of one litter per calendar year whether or not the animals in such litter are offered for sale or other transfer.

Pet store means any retail establishment open to the public that sells or transfers, or offers for sale or transfer, dogs and/or cats, regardless of the age of the dog or cat.

Pet store operator means a person who owns or operates a pet store.

(2) Sale or transfer of dogs and/or cats. No pet store shall display, sell, trade, deliver, barter, lease, rent, auction, give away, transfer, offer for sale or transfer, or otherwise dispose of dogs or cats on or after the effective date of this Ordinance unless the pet store is exempt under subsection (3) below.

(3) Exemptions. Section 4-7(2) does not apply to:

(a) Pet stores that (i) obtain their cats and dogs from a Hobby Breeder as defined above or who breed their own cats and dogs and (ii) comply with subsection (4) below.
(b) An animal shelter.
(c) An animal rescue organization.
(d) An animal shelter or animal rescue organization that operates out of or in connection with a pet store or other retail store.

(e) Pet stores that possess an active City of Sunrise local business tax receipt on [date of second reading] shall have thirty (30) days from [date of second reading] to comply with the Certificate of Source in subsection (4) below and shall be exempt from this ordinance for a period of one hundred and eighty (180) days from [date of second reading].

(f) A Hobby Breeder as defined above.

(4) Certificate of Source.

(a) A pet store shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage or enclosure, a Certificate of Source for each dog or cat offered for sale or transfer, and the pet store shall provide a copy of such Certificate of Source to the purchaser or transferee of any dog or cat sold or transferred.

(b) Falsification of a Certificate of Source by a pet store, pet store operator, or any other person is hereby declared unlawful.

(5) Hobby Breeders must meet the following requirements:

(a) Keep records, for a period of at least three (3) years and make such records available for review by the City upon request of (i) the birth of each litter of dogs and cats and (ii) veterinary records of rabies vaccinations, all other inoculations, and any medical condition(s) of each dog and cat.

(b) Ensure that dogs and cats are provided: clean, sanitary, safe and humane conditions; sufficient quantities of appropriate food daily; proper air ventilation and circulation; adequate quantities of visible, clean and fresh water available at all times; and medical attention or necessary veterinary care when the dog or cat is diseased or injured.

(6) Violations - Enforcement. Any person who violates this Section shall be punished as provided in sections 2-116 through 2-126 of the City's Code of Ordinances.

Section 3. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 5. Inclusion in the City Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 8TH DAY OF APRIL, 2014.

PASSED AND ADOPTED upon this second reading this 22ND DAY OF APRIL, 2014.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	KERCH	MOTION:	SOFIELD
SECOND:	SOFIELD	SECOND:	KERCH
KERCH:	YEA	KERCH:	YEA
ROSEN:	ABSENT	ROSEN:	YEA
SCUOTTO:	YEA	SCUOTTO:	YEA
SOFIELD:	YEA	SOFIELD:	YEA
RYAN:	YEA	RYAN:	YEA

Approved by the City Attorney
As to Form and Legal Sufficiency. _____
Kimberly A. Kisslan

underscored words are additions

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Cat Talk

Don't miss out on your chance to subscribe and have your very own historical record of the breeds of the CFA.
Get Meow Power and Subscribe to Cat Talk, the CFA's bi-monthly, print magazine that captures the many voices of the Cat Fanciers' Association.

Subscribe >

CFA History

Early Years

The Cat Fanciers' Association is a non-profit organization founded in 1906, after breaking ties with the American Cat Association. The Association licensed its first cat shows in 1906; one show was held in Buffalo, New York and another show was held in Detroit, Michigan. CFA's first Annual Business Meeting was held in 1907 at Madison Square Garden. In 1906, CFA published the first Stud Book and Register in the Cat Journal. In 1909, Volume I of the Stud Book was published in book form. The Stud Book and Register served as CFA's first published records of cat breeding and lineage as it began a tradition of providing a much-needed service to the cat fancy. On September 18, 1919, Articles of Incorporation were filed in New York State. By 1920, CFA was on its way to becoming the largest registry of pedigreed cats that it is today.

CFA Constitution Objectives

The Association shall be a not-for-profit organization. Its objects shall be as follows: the welfare of all cats; the promotion and improvement of CFA recognized breeds of cats; the registering, recording or identifying by number or by other means the names and/or pedigrees of cats and kittens; the promulgation of rules for the management of cat shows; the licensing of cat shows held under the rules of this organization; and the promotion of the interests of breeders and exhibitors of pedigreed cats.

CFA Central Office, New Jersey

In 1958, Mrs. Jean Rose became the registrar for The Cat Fanciers' Association, working out of her home in New Jersey. At that time, Mrs. Rose donated two large rooms of her home where she conducted all CFA business. In 1965, Mrs. Rose took the unprecedented step of renting office space in Red Bank, New Jersey. Four years later, the organization had outgrown facility and moved its operations. In 1980, due to increased registrations, the association purchased a 5,000 square foot facility in Ocean Township, New Jersey. This office space was quickly outgrown and CFA sought a new location to house its operations.

In June of 1988, at the CFA Board Meeting, the board unanimously approved a plan to purchase and construct a new building to house its Central Office. Construction commenced in 1990, and on February 1, 1991 nine truckloads of desks, files and equipment were moved into the new facility.

Global Headquarters, Alliance, Ohio

With a desire to cut expenses and find a more centralized location, in July 2011, CFA moved its Central Office operations once again. This time, the move was to an entirely new state: from Manasquan, New Jersey to its current home in Alliance, Ohio. A former bank building which CFA renovated to meet the needs of a global operation, the building houses the CFA staff on the top level. The Central Office staff processes litter and cat registrations, transfers of ownership, cattery name registrations, certified pedigrees, title confirmations, show scoring, and other relevant functions related to pedigreed cats and cat shows.

The first floor of this stately, granite 16,000 square foot building is also the home of The CFA Foundation Feline Historical Museum. The mission of the CFA Foundation is to acquire and conserve the history of cats and show the development of the cat fancy through the acquisition of fine art, artifacts and literature. The contents of the former Jean Rose library which was housed at CFA's

Manasquan, New Jersey location has expanded to exhibits, including the silver collar presented to Cosey, the Best in Show Winner of the National Show in 1895, an early 1900's cat carrier and other artifacts related to the cat. A non-lending library at the museum is available to individuals or researchers who are interested in cat history. The library houses the complete set of CFA Stud Books which contain the early registrations of the association, CFA Yearbooks from 1958, magazines and periodicals as well as over 700 books on cats.

Home | About CFA | Breeds | Privacy Statement | Copyright Information | Contact Webmaster

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The Cat Fanciers' Association, Inc. - 260 East Main Street - Alliance, OH 44601 | Office: (330) 680-4070 | Fax: (330) 680-4633 | Dial-A-Grand (Herman): (330) 680-4617

CFA Today

CFA has grown steadily over the years from its humble beginnings, licensing two shows to licensing approximately 400 shows each season, worldwide. Membership in CFA is granted to clubs who have gone through an application and election process. Currently, CFA has over 600 member clubs. CFA shows are judged by individuals who have met high qualification criteria and have completed a rigorous training program which qualifies the judges to evaluate the show cats using a CFA Breed Standard for each one of its 42 breeds. To date, CFA has registered over 2 million pedigreed cats.

Reflecting upon the objectives set forth in the CFA Constitution, the association continues its mission by:

- Promoting the welfare of all cats through progressive actions which ranges from legislative advocacy to the support of feline research and providing breeder assistance.
- Maintaining a focus on the quality of its breed standards and the validity of its registration and pedigrees.
- Providing support to its member clubs who serve as Ambassadors to the general public
- Promoting the interests of breeders and exhibitors of pedigreed cats.

AMERICAN KENNEL CLUB

HISTORY OF THE AMERICAN KENNEL CLUB

On September 17, 1884, a group of twelve dedicated sportsmen, responding to a "meeting call" from Messrs. J. M. Taylor and Elliot Smith, met in the rooms of the Philadelphia Kennel Club in that City. Each member of the group was a representative or "delegate" from a dog club that had, in the recent past, held a benched dog show or had run field trials. This new "Club of Clubs" was, in fact, The American Kennel Club.

The next meeting of the group, on October 22, 1884, was held at Madison Square Garden in New York City. At that time, a Constitution and By-Laws was adopted and Major James M. Taylor became AKC's first President. With no official headquarters, meetings were held in several different cities – principally New York, but also Cincinnati, Boston, and Newark, New Jersey.

By 1887, a room was rented at 44 Broadway, furnished with a desk, filing cabinet, a couple of chairs, and occupied by Alfred P. Vredenburgh, the AKC's third Secretary. In 1888, August Belmont, Jr. became the AKC's fourth President. This was the beginning of the long Belmont/Vredenburgh reign that lasted well into the Twentieth Century. During this period, it became apparent that the Club had to have a reliable Stud Book. Dr. N. Rowe, starting in 1878, had already assembled three volumes of The National American Kennel Club Stud Book, and subsequently offered these three initial volumes gratis to the AKC. In 1887, the AKC acknowledged this gift in the fourth volume of The American Kennel Club Stud Book.

The following year, Belmont put the wheels in motion to produce a "gazette" by guaranteeing against any of the magazine's losses for five years with his own personal security of $5,000 per year. In January 1889, the Gazette made its first appearance; survived those first five years without needing even a penny of Belmont's support; has been

published without interruption for over a century; and is one of the oldest dog magazines in existence.

Early 1900's

Early American shows followed precedents set in England with respect to the championship title and required three first place wins in the Open Class, which was generally divided by sex. Several changes were made in 1900, and a point scale emerged, based on the total number of dogs at the show; ranging from one point at all-breed shows with under 250 dogs, to the five point maximum at all-breed shows with 1000 dogs and over entered. The number of dogs in each breed was not considered. This schedule had obvious inequities. In all instances, regardless of show or entry, an accumulation of ten points was required for the title of champion. All member club specialty shows were rated at four points, while non-member specialties were given a two point rating, regardless of the size of entry.

Under a special charter granted by the Legislature of the State of New York on May 18th, 1908, the AKC was granted its third articles of incorporation. The new Constitution and By-Laws were approved January 5, 1909. On January 10, 1910 new Rules Governing Dog Shows eliminated the Graduate Class; substituted an American-Bred Class, and changed the prerequisite for a championship title, requiring fifteen points, under three different judges, three points having to be won at one show.

In 1911, a rule went into effect that concerned territorial protection. In large cities there was a trend toward developing several clubs, often formed by dissident groups. The new rule gave sole privilege to the member club that had held the first show in a given area.

Also, in that year, definite rules for classified and unclassified "special" prizes were established. A classified special prize was one offered in a single breed, somewhat similar to an award for best of breed (although the AKC did not record such a win). An unclassified special was a prize offered in classes involving multiple-breed competition similar to the present groups and best in show. Competition for this prize was by representatives of several breeds in a single class. "Special" prizes were offered at most shows; dogs could be entered for "Specials only" and this practice is the origin of our present day use of the word referring to champions as "Specials", or "Specialing" a dog.

The dog show superintendent had been a fixture at AKC events from the very beginning. In August 1905, a rule was passed that "The Superintendent of any show cannot exhibit or officiate as a judge at that show." Then, in April 1917 a notice appeared in the Gazette "Applicants desiring to officiate as Judges and Superintendents at shows held under American Kennel Club Rules can now obtain at this office application forms to act in either capacity." Initially, these applications were approved by the License Committee. (In 1931, this authority was given to the Board of Directors.)

1920's

In 1920, sanctioned matches were begun. They provided useful training exercises for more formal events and they made dog owners more aware of correct show procedures.

In 1923, AKC barred interbreed competition except in the Miscellaneous Class. Comprehensive new rules for Groups & Best In Show judging were adopted effective 1924. Under the new rules and judging procedures adopted at that time, all breeds (except for those in Miscellaneous Competition) were separated into five groups: Group 1 - Sporting Dogs, which included at that time all Hound breeds; Group 2 - Working Dogs; Group 3 - Terriers; Group 4 - Toy Breeds; and Group 5 - Non-Sporting Breeds. These Best of Breed winners in each group were then judged together to determine the best dog in that group and, finally, the five group winners met to decide the best dog in the show.

By 1924, the new group alignment was in general use. The Westminster Kennel Club was the first to include judging for Best In Show under the new format. Later in the 1920's, the groups were expanded to six, as Hounds became separate group.

In 1929, the first edition of Pure Bred Dogs was published. Nine years later the book was renamed The Complete Dog Book.

1930's

The 1930's witnessed many significant changes and additions. The AKC decided to require licenses of persons who exhibited dogs for a fee. This led, in 1931, to the formation of the Professional Handlers Association. The first book of AKC rules was presented in the November, 1932 issue of the Gazette and was subsequently published as a separate booklet. The first Children's Handling Classes were held at the Westbury Kennel Association Show in 1932. This class designation was changed to Junior Showmanship in 1951. In 1934, the AKC decided to establish a Library.

In the mid 30's, Helene Whitehouse Walker was instrumental in establishing obedience tests. She submitted a pamphlet of procedures to the AKC in December 1935, and three months later the Board of Directors approved it in principle. In April 1936, AKC published the first official "Regulations and Standard for Obedience Test Field Trials".

During the 30's, a change in the rules went into effect concerning breeds with varieties. The rule stated that variety winners should be judged to best of breed. This move reduced the number of group representatives for the breeds involved and caused considerable controversy among exhibitors for several years. The matter was not resolved until 1953, when all variety winners were again permitted into the group, and the best of breed award was eliminated in the breeds with varieties at all-breed shows only.

1940's

During the War years in the 1940's, the continuation of dog shows, obedience trials and field trials was a triumph of American ingenuity and was greatly aided by The American Kennel Club's flexible reaction to the difficulties that arose. Long-standing rules and regulations were interpreted more loosely and, in many instances, disregarded altogether. Shows were approved to be held in the same building on consecutive days; the number of unbenched shows increased and geographic restrictions were relaxed. To comply with wartime attempts to conserve paper, The American Kennel Gazette

was reduce in size to a format of 9 1/2 by 6 1/2 inches. In the middle of the 1940's, professional judges formed the Professional Dog Judges Association, which included many of the top all-breed judges of the time. On October 1, 1947, a judges' directory entitled "Licensed Judges" was issued.

An important postwar move was the January 1946 appointment of Leonard Brumby, Sr. to the post of full-time field representative. In 1947, Tracking was made a separate class. Until that time, it had been part of the Utility Dog obedience test.

1950's

About the same time, early in 1950, the Bred-By-Exhibitor class came into being, as the Limit Class was dropped. This action confined the entry of imported dogs to the Open Class. Another important change enacted about 1950 involved the long-standing registration of a kennel name, or prefix, giving sole use of the name to the owner, with no time limitation. The change limited the exclusive use of a kennel name to a five-year term, with renewal available upon application and payment of a fee.

With one-day shows becoming more numerous and daylight hours for outdoor events being reduced in the early Spring and late Fall, a rule went into effect in January 1951 that restricted judges to twenty dogs per hour. This was subsequently modified to twenty-five with the total number of dogs per day not to exceed 200 (which was changed over thirty years later to 175 at all-breed shows and 200 for independent specialty shows). Also rules were instituted to require show-giving clubs that had limited entries to indicate the limitations on their premium lists. One of the most controversial issues to be addressed surfaced at the December 1950 Delegates' meeting, when an attempt to seat women delegates was made; the motion failed for want of a second.

In 1950, amendments were made to the rules which stipulated that no show could extend for more than two days unless specific permission from the AKC was obtained. Also, in 1950, a nominal recording fee of twenty-five cents was imposed on each entry.

1960's

Over the years, as the Club grew and the office force expanded, there had been a succession of moves to increasingly larger quarters. In 1919, the Club had settled at 221 Fourth Avenue (now Park Avenue) and remained there until it was again necessary to expand. In 1964, AKC moved to 51 Madison Avenue, occupying space spread out over several floors.

In 1967, the independently judged Best of Winners class was eliminated. A system of judging Best of Winners during the judging for Best of Breed/Variety breed was adopted in its place. Also that same year, the condensed premium list was first approved. In January 1969, new, streamlined obedience rules went into effect. An important new approach to approving conformation and obedience judges was enacted in November 1969, when the provisional judging system appeared. New applicants with adequate breeding and exhibiting experience were permitted to officiate at three shows, after which the Board of Directors reviewed their performance and the provisional

judge was either approved as a regular judge or required to gain further training and experience.

1970's

The most significant accomplishment of the 1970's was the admission of women as delegates. On March 12, 1974, a motion to allow women to serve as delegates was seconded and carried by a vote of 180 to 7. At the June, 1974 meeting of the AKC, the first women delegates were elected: Mrs. Carol D. Duffy to represent the Mid-Hudson Kennel Club; Mrs. Gertrude Freedman to represent the Bulldog Club of New England; and Mrs. Julia Gasow to represent the English Springer Spaniel Club of Michigan. They attended their first Delegate's meeting in September, 1974.

It was during the 1970's that Cluster shows became popular. Due to fuel shortages, all-breed clubs banded together to hold their events at the same location on consecutive days. It was believed that clusters minimized travel while offering additional shows with greater convenience for the exhibitors. It was also felt that clusters help shows offer educational experience to local population while assuring the financial stability of show-giving clubs.

In 1978, AKC ceased licensing professional handlers. This change placed all handlers - or agents, as they would become known - in the same category as exhibitors and anyone could then handle a dog for a fee.

1980's

The Dog Museum of America was established in June 1980, and formally opened in September, 1982 at 51 Madison Avenue. Five years later, it moved to its present location in St. Louis, Missouri and subsequently changed its name to The American Kennel Club Museum of the Dog.

The large Working Group was split in 1983 with some of its breeds making up the new Herding Group.

On November 17th and 18th, 1984, The American Kennel Club celebrated its 100th Anniversary with the Centennial Show in Philadelphia.

Dr. Jacklyn Hungerland, delegate of the Del Monte Kennel Club, was elected as the first woman Director of the AKC, March 5th, 1985. Hunting tests were inaugurated in 1985. The following year there were several judging guidelines enacted. Also, in 1986, rules for registering litters conceived by Artificial Insemination from Fresh, Extended and Frozen Semen were established. The Performance Events Division was formed with Directors for Obedience, Field Trials, Hunting Tests and Coonhound Events.

In 1988, the Events Calendar was separated from the Gazette; and in 1989, the Gazette celebrated its 100th Anniversary.

1990's

Earthdog tests began in 1994. The 1990's saw the beginning of Herding tests and Lure Coursing. Four years later, Agility came under AKC umbrella and is quickly gaining in popularity. The Canine

Health Foundation was established and initially funded by the AKC. It still receives substantial support from the AKC every year. The Canine Good Citizen® program was established, and in 1995, the Companion Animal Recovery program initiated.

Early in the 1990's, another milestone was reached when the AKC made the decision to relocated various departments to Raleigh, N.C. This gradual process was complete in 1998, and in November, the AKC headquarters in New York moved from its home of 34 years at 51 Madison Avenue to its new location at 260 Madison Avenue. The AKC operations in Raleigh now occupy the entire building, which has been renamed the American Kennel Club Building.

In 1998, as more events type were being made available to fanciers, Agility, Obedience, Tracking and Canine Good Citizen became a separate division within the AKC. The remaining Performance Division consists of Field Trials, Hunting Tests, Lure Coursing, Herding, Earthdog and Coonhound events. Conformation continued to benefit from a steady growth on participation. In that year alone, there were almost 2 million dogs competing in over 15,000 member, licensed and sanctioned events.

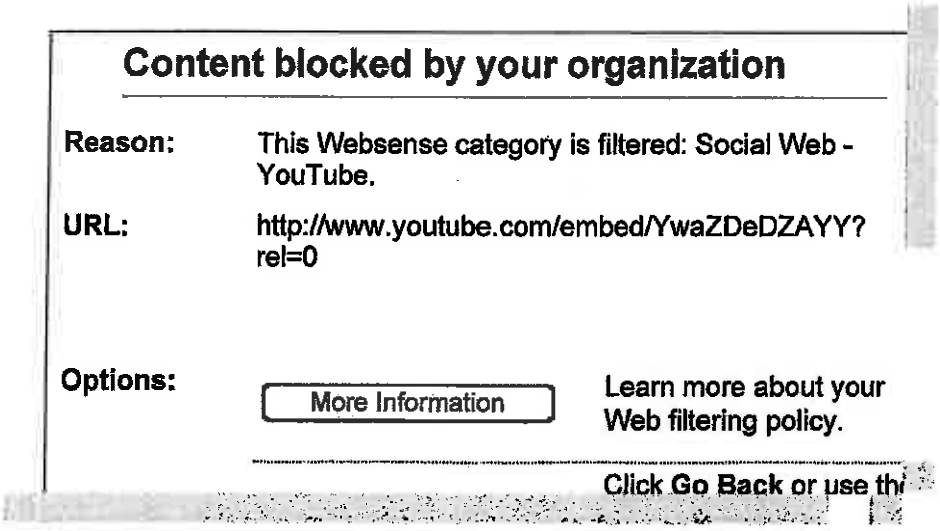
Also in that year, AKC registered more than 1.2 million dogs and 555,000 litters. DNA rapidly gained acceptance not only by fanciers who embraced the new technology, but also by AKC who saw its promise as a tool to ensure the integrity of the kennel club's registry.

AKC entered the cusp of the Millennium embarked on an ambitious project of bringing its computerization into the 21st Century. Its website, which had been initiated in the fall of 1994, underwent a total redesign with an introduction for the first time of various e-commerce canine information products, goods and services online and interactive.

SEPTEMBER 19, 2011

About Us: Overview

The Humane Society of the United States is the nation's largest animal protection organization, rated the most effective by its peers. Since 1954, The HSUS has been fighting for the protection of all animals through advocacy, education, and hands-on programs. We rescue and care for tens of thousands of animals each year, but our primary mission is to prevent cruelty before it occurs. We're there for all animals, across America and around the world.



The HSUS seeks a humane and sustainable world for all animals—a world that will also benefit people. We are America's mainstream force against cruelty, exploitation and neglect, as well as the most trusted voice extolling the human-animal bond.

Our mission statement: Celebrating Animals, Confronting Cruelty.

We work to reduce suffering and to create meaningful social change for animals by advocating for sensible public policies, investigating cruelty and working to enforce existing laws, educating the public about animal issues, joining with corporations on behalf of animal-friendly policies, and conducting hands-on programs that make ours a more humane world. We are a leading disaster relief agency for animals, and we provide direct care for thousands of animals at our sanctuaries and rescue facilities, wildlife rehabilitation centers, and mobile veterinary clinics.

We celebrate pets, as well as wildlife and habitat protection. We are the nation's most important advocate for local humane societies, providing shelter standards and evaluations, training programs, a national advertising campaign to promote pet adoption, direct support, and national conferences. We operate a Humane Wildlife Services program in the D.C. metro area to provide homeowners and businesses with humane and effective solutions to conflicts with our wild neighbors. We promote scientific innovation by driving the development of humane alternatives to replace harmful animal experiments. The HSUS

publishes All Animals, a membership magazine, and Animal Sheltering, a bi-monthly magazine for animal sheltering professionals.

We confront national and global cruelties through major campaigns targeting the barbaric practices of dogfighting and cockfighting; abusive puppy mills where dogs are treated not like family but like production machines; the worst cruelties of factory farming in modern agribusiness such as confinement of animals in crates and cages; inhumane and unsporting hunting practices such as "canned hunts" of captive exotic animals; the suffering of animals in experimentation, including chimpanzees and pets; the slaughter of American horses for export to foreign countries where horsemeat is considered a delicacy; and the clubbing of baby seals and other animals for the commercial fur trade. Our track record of effectiveness has led to meaningful victories for animals in Congress, state legislatures, courtrooms and corporate boardrooms.

Take Action

Related Content

Resource
APRIL 28, 2014
Board of Directors and National Council »

Resource
APRIL 22, 2014
Annual Reports and Financial Information »

Resource: Fact Sheet
DECEMBER 29, 2011
2011 Accomplishments »

Resource: Fact Sheet
DECEMBER 12, 2011
How Is The HSUS Affiliated with Your Local Humane Society? »

Memorandum to Mayor and Council Members
March 8, 2017

Exhibit G
Agenda backup materials for May 28, 2014 meeting

REGULAR MEETING OF THE CITY COUNCIL
PLANTATION, FLORIDA

May 28, 2014

The meeting was called to order by Councilmember Lynn Stoner, President of the City Council.

1. Roll Call by City Clerk:

Councilmember:	Ron Jacobs
	Robert A. Levy
	Lynn Stoner
	Chris P. Zimmerman
Mayor:	Diane Veltri Bendekovic
City Attorney:	Donald J. Lunny, Jr.

Absent: Councilmember: Jerry Fadgen

* * * * *

2. The invocation was offered by Mayor Bendekovic.

The Pledge of Allegiance followed.

3. Approval of Minutes of Meeting – March 26, 2014.

4. Approval of Minutes of Meeting – April 9, 2014.

5. Approval of Minutes of Meeting – April 23, 2014.

Minutes of the Regular Meetings of March 26, 2014, April 9, 2014 and April 23, 2014 were approved as presented.

* * * * *

ITEMS SUBMITTED BY THE MAYOR

Mayor Bendekovic thanked the Police Department, Fire Department and the Parks and Recreation Department for a memorable Memorial Day Service.

* * * * *

Pat Hind and Barbara Grayson of the Plantation Woman's Club were present. They presented the following gifts:

- $8,705 to the Parks and Recreation Department.

Jim Romano, Parks and Recreation Director, thanked the Plantation Woman's Club.

- $7,600 to the Public Works Department.
- $15,000 for the fountain at Volunteer Park.

Ed Consaul, Public Works Director, thanked the Plantation Woman's Club.

- $2,000 to John Feeney, Curator.

Mr. Feeney thanked the Plantation Woman's Club.

* * * * *

Mayor Bendekovic introduced Tom Harrington, member of the Parks and Recreation Board.

Mr. Harrington mentioned the success at Pop Travers Park when it comes to Girls Fast Pitch Softball. There are a number of young ladies who are afforded college scholarships due to fantastic facilities and superior coaching. He introduced Coach Rick Waldorf and Coach Bob Stevens of the Plantation Pressure 18-year-old Girl Team.

Coach Stevens indicated that he is the Assistant Coach College Liaison Coordinator. They play in college showcases all over the country and it is his job to speak with the college coaches. He represents these girls and this team and any further communication that goes to the girls runs though the organization.

Coach Waldorf stated that he has been coaching for 17 years. For the last four years they have succeeded every senior honor roster and offer to play in college. He acknowledged recent graduates and recognized the girls of the team.

Councilmember Stoner and Mayor Bendekovic congratulated all of the ladies.

* * * * *

Mayor Bendekovic presented Service Awards to the following Employees:

*Sergeant Rudolph Brown	Police	25 years
*Officer Christian Martin	Police	25 years
*Officer Deanna Saunders	Police	25 years
David Wilson	Public Works	25 years
Charles Dragone	Public Works	20 years
*Andrea Hanlon	Police	20 years
*Carl Singh	Police	15 years
*Willie Baker	Public Works	10 years
Johnnie Knox III	Public Works	10 years
*Anthony Pezzella	Utilities	5 years

*Unable to attend.

Congratulations were offered.

* * * * *

Mayor Bendekovic made the following announcements:

- Representatives will be available at the Broward County Property Appraiser's Community Outreach Event at the Broward County Government Center at 1 University Drive. It will be on Wednesdays in June between 12:00 p.m. and 2:00 p.m.
- The Summer Reading kick off will be on Monday, June 9, 2014 between 7:00 p.m. and 8:00 p.m. at the Helen B. Hoffman Library.
- The Father's Day Buffet will be at the Plantation Preserve Golf Course on Sunday, June 15, 2014 between 10:00 a.m. and 2:30 p.m. Reservations are suggested.
- The 17th Annual Wine, Jazz and Taste of Plantation will be on Saturday, June 28, 2014 at the Rennasaince Plantation Hotel.
- The Fire and Safety Health Expo will be on Saturday and Sunday, June 28 and 29, 2014 at Pine Island Park between 9:00 a.m. and 4:00 p.m.
- The Parks and Recreation Department are looking for local businesses, groups, individuals and organizations to participate in the Independence Day Parade on Friday, July 4, 2014 at 9:00 a.m. The deadline for entries is Friday, June 20, 2014.
- The Plantation Farmer's Market is every Saturday at Volunteer Park.
- Friends of the Library, Plantation Historical Club and the Woman's Club will have an informational meeting about a trip to France at the Museum on Saturday, May 31, 2014 at 2:00 p.m.

* * * * *

CONSENT AGENDA

As a Commissioner of the CRA, Mayor Bendekovic has a voting privilege on Item No. 15.

Mr. Lunny read the Consent Agenda by title.

6. Country Club Circle Trail Lighting Upgrade – City Project No. 14-02 – Trail Lighting Installation. (Engineering)

7. Request for authorization to exercise/execute the FIRST of two (2) TWO (2) year renewal options with Pump Station Maintenance Services, LLC in accordance with City of Plantation RFP No. 066-12 "Lift Station Maintenance & Monitoring" contract. (Budgeted – Utilities)

8. Request for authorization to execute a contract with Harn R/O Systems, Inc. to furnish and deliver Avista Technologies Vitec 5100 Scale Inhibitor for $3,550.00/per 250-gallon tote in accordance with City of Plantation ITB No. 020-14. (Budgeted – Utilities)

Ordinance No. 2504

9. **ORDINANCE** Second and Final Reading of an ordinance of the City of Plantation pertaining to the subject of indemnification; updating the provisions of the City Indemnification Law to expand its scope, clarify its procedures, and require reimbursement under certain circumstances; providing a savings clause; and providing an effective date therefor.

Resolution No. 11877

10. **RESOLUTION** assessing a lien on certain property for the cost to the City of its removal of a sunken boat. (5781 SW 18th Street)

Resolution No. 11878

11. **RESOLUTION** of the City of Plantation approving that certain major accounts agreement between ADP, Inc., and the City regarding Human Resources Services; providing a savings clause; and providing an effective date therefor.

Resolution No. 11879

12. **RESOLUTION** approving the Expenditures and Appropriations reflected in the weekly Expenditure Report for the period May 8, 2014 through May 21, 2014 for the Plantation Gateway Development District.

Resolution No. 11880

13. **RESOLUTION** approving the Expenditures and Appropriations reflected in the weekly Expenditure Report for the period May 8, 2014 through May 21, 2014 for the Plantation Midtown Development District.

Resolution No. 11881

14. **RESOLUTION** approving the Expenditures and Appropriations reflected in the weekly Expenditure Report for the period May 8, 2014 through May 21, 2014.

Resolution No. 11882

15. **RESOLUTION** approving the Expenditures and Appropriations reflected in the weekly Expenditure Report for the period May 8, 2014 through May 21, 2014 for the City of Plantation's Community Redevelopment Agency.

Motion by Councilmember Levy, seconded by Councilmember Zimmerman, to approve tonight's Consent Agenda as printed. Motion carried on the following roll call vote:

Ayes: Zimmerman, Jacobs, Levy, Stoner
Nays: None

Note: Mayor Bendekovic voted affirmatively on Item No. 15.

* * * * *

ADMINISTRATIVE ITEMS

16. PLANTATION COMMUNITY CENTER PRESENTATION.

A memorandum dated May 22, 2014, to Diane Veltri Bendekovic, Mayor, and the Members of City Council, from Danny Ezzeddine, AIA, Director of Design, Landscape & Construction Management, follows.

Pursuant to direction from Council in its meeting on March 12, 2014, I am requesting to place the design presentation for the Plantation Community Center to Council by Synalovski, Romanik, Saye, architects, as an administrative item.

Mr. Ezzeddine introduced Manny Synalovski and Merrill Romanik, architects for the project.

Ms. Romanik explained that Kennedy Park houses quite a few tennis courts for the community's use and a wonderful playground area for the children that was developed about four years ago. Immediately to the east was the original structure, which was a unique structure. They are proposing a structure to replace that. The existing survey shows parking along the south side, a roundabout as you enter a service drive that loops to the back and utilities in the rear. They wanted to have continuity in their design concept with the Plantation Woods theme. They want a fluid connection to the play areas and the passive park areas to make sure they are engaged and embraced as part of the new facility. They want to preserve as many trees as possible and have positioned the building to do so. They hope the forms and shapes of their structure are in spirit with the natural elements throughout the park. They want to foliate the environment and make sure that their structure appears that it floated in and became part of the landscape.

Councilmember Jacobs mentioned the photos on the bottom left and the butterfly and questioned if that is an artist rendering.

Ms. Romanik noted that it was an image of a concept they wanted to try to engage and embrace. They are trying to bring the elements of nature to the architecture itself. The site plan shows that you will turn right when entering the Center and there will be a drop off loop. Then there is a center spine, which actually looks like a butterfly. There is a direct connection with the parks and when the summer camp programs are in session the kids can filter in and have connectivity back and forth. They are proposing to meet the budget of $1.8 million for the facility, which has been identified as 10,620 square feet. When walking under the porte-cochere there is a lobby space that is voluminous and has light coming in from above. There is also a cross spine that gives tremendous connectivity and support to staff to make sure that visibility is good no matter where you are standing. There is an administrative presence immediately when you walk in at the reception desk and there are administrative offices off of the lobby. Upon arrival someone is always to available to meet, greet and assist. The receptionist position can see all the way down the cross spine and out the doors leading to the east and west. There is a game room, a cardiovascular workout room, two meeting rooms that are 875 square feet for multipurpose functions and the other amenities are service space and storage, restrooms and vending machines. They feel confident they can bring the structure in for $1.79 million. There was a concern that a little more room may be needed when it comes to the meeting spaces and storage spaces. They looked to add square footage and basically they extended the swing or the arch to the north so a little space would be gained. The building itself would then be 12,500 square feet. A third meeting space was added. There are folding walls in between the cardiovascular room and the meeting spaces, which provides flexibility as needed. Additional storage space was also added. The budget for the 12,500-square-foot puts the cost at $2.077870.

In response to Councilmember Jacobs, Ms. Romanik stated that the game room will be similar to Jim Ward Community Center; there will be ping pong and pool tables.

Mr. Romano indicated that they are very pleased with the design work; they did a great job putting this project together. They are happy with either size. His concern when looking at the rooms is that he would like to have as many break out rooms as possible. During camp the children are put into different age groups; therefore, more break out rooms are needed in order to divide the children on a rainy day. It also allows flexibility so if they want to show a movie or something else there will be plenty of room for the kids to meander and be inside the building. He is concerned that with the small footprint there will not be that built in flexibility. When looking at the programs that we had at the Plantation Community Center, there were 16 groups using the facility. If we are going to build a new facility he hopes that all of the needs of the community will be taken into consideration from every day during the week with the Homeowner's Associations and also accommodates the needs of the campers that will be utilizing the facility during the course of the summer camp program.

Mayor Bendekovic commented that this looks like it is very futuristic and it seems that it does not go with the ambiance of that corridor. She expressed concern with the back wall that is completely glass. That means storm shutters and heat.

Councilmember Stoner noted that there are no soft edges and it does not look welcoming.

Councilmember Jacobs stated that the glass is at the northern exposure.

Ms. Romanik indicated that the glass is rated and it will be tinted for shade color, efficient to handle the heat load.

Mayor Bendekovic mentioned the slanting of the building and noted that there seems to be a lot of valleys. She questioned if that is the way the water will flow when it drains. Most leaks seem to come from valleys.

Mr. Synalovski advised that the building is virtually on its glazed side facing north. That was an opportunity they thought they might not have elsewhere. In terms of where the bulk of the glass is occurring; it is occurring exactly where you would want it to occur, on the north side, where you get pure clean light and you do not get the heat you would get on the east or west sides. He assured that the bulk, if not all of the glass, north facing is not going to get heat gain; it is going to get very clean and the type of light that they want. These are spaces that are intended for enjoyment of the users and one of the forgotten elements in terms of space is natural light. The moment you shed natural light in a space, the space gets another dimension in terms of quality of that space. All of the glass, no matter which solution, the lesser or larger one is all missile pet glass. In terms of shutters, it is never the intent in this building for you to have to worry about shutters. Not only is the glass missle impact; all of the systems protect the interior. In terms of its futuristic look, which is traditional classical Plantation, this was an effort to move in a different direction purposely. Upon visiting the park it was felt that the park itself was so different and whimsical that to place a building more traditional was somewhat of a contradiction. It was felt that this building could be a sense of order and play; it is a very organized building. It is quite symmetrical in the way it is laid out and very responsive to a very balanced massing. They know how to do the traditional Plantation look and this was purposely done to take that look in a different direction. If that is the desire of this Council they will come back and see what this building will look like in a very formal and traditional Plantation style. As it relates to the rooflines, the rooflines are very different. If you want to be a safe on a roof make it a volume roof, shed it in two directions and hope you are not going to leak. They carefully studied these roofs and how the water is going to move within those plains. They are moving within the building but with a series of crickets and elements used on the roof there is no reason to think that this is a

leak waiting to happen. It is all about the design detail and ultimately it is all about the installation. They spent a lot of time looking at the constructability issues and pricing them. Knowing that the budget is $1.8 million regardless of what they have in funding; that is why the building is 10,620 square feet and not larger. They wanted to make sure what they presented was very buildable and did not have operations or maintenance issues in the future. This is a departure from other park building in the City. They are the architect of record of Jim Ward Community Center, Volunteer Park and the Police Station. The question is whether this is an opportunity to not only be playful and to a certain degree, be as playful as the building that was there. The building that was there, even though it was demolished, had certain unique characters. That building was different and survived a significant amount of generations so why wouldn't we come back with a building that would be different and very compatible with the park and the remainder of the campus. They were not expecting that the traditional style was an expectation but if that is so they are here to serve your direction.

Councilmember Stoner questioned what is on the top level.

Mr. Synalovski indicated that spine is at the entry. When you walk in and are in the center lobby area there is a tall roofline and a tall ceiling. It is called a lobby but it is pre-function or post function. Besides the space being wider it is actually taller, not only in height but taller in terms of glass for natural light into that space.

Councilmember Stoner mentioned the photograph taken of Plantation Woods and noted that there is no compatibility between the existing and what was designed as the exterior elevation. She is offended by the word traditional in the sense that you can make anything a little playful and add other elements to it. Maybe she does not like having all of the facilities look exactly the same but it is recognizable. The City is basically down to the last couple of Community Centers and if some people get their way there will be one on the south side at some point and time. There is something to be said; we have the Historical Society Building, we have the library, the tennis courts and then this and all of a sudden we have a different type of building. There is a trail along there that has connected everything and there is a disconnect in her opinion with this exterior elevation. She questioned if the multipurpose aerobics room going to have workout equipment or if it is going to strictly be for class type situations.

Mr. Romano advised that it would be for classes. There is a workout area outside; there are six or seven workout stations outside for the parents while the children are playing. This is a new trend in Parks and Recreation.

Councilmember Stoner commented that she is all for new trends but she is not doing her cardio outside.

Mr. Romano noted that in the past they were put on the path and now the concept is to put them in a circle in an area so while the children are playing the parents can do some cardio. The inside room for aerobics and other programs will be more flexible and more multipurpose; we will be able to get more use out of that room because of the flexibility.

Councilmember Stoner questioned if the restrooms would be a better flip with the admin and storage closet to keep it nearer to the multipurpose room.

Mr. Romano stated that the restrooms would be centrally located.

Councilmember Jacobs questioned if there would be staffing requirements between the two different size buildings; a heavier burden in the larger building.

Mr. Romano replied that the staffing would be the same whether it is the small building or the larger building. They will be open six days a week and the hours will be the same; 8:30 a.m. until 9:00 p.m. or 10:00 p.m. The only thing we get with the smaller building is a little less flexibility to accommodate the needs of the community. Some of the organizations that used to meet at the Community Center moved to other facilities and they are happy. Anytime a new building opens people tend to gravitate to it. He is stuck on the flexibility with having at least three meeting rooms and the workout/exercise room versus two meeting rooms.

Councilmember Jacobs commented that in both plans the whole back side can be opened into one large room. He noted that he might have a concern with the lobby windows facing south, as it may be hot.

In response to Councilmember Jacobs, Mr. Synalovski thinks that Council should decide the size of the building because they will either stay at $1.8 million or go to $2.1 million. He thinks that decision is important because they need to finalize that in order to move forward. Decision #2 would give direction on the vocabulary because they would like to show a different look if that is what they are directed to do. Size and cost is one direction and the second is consensus on the vocabulary. He thinks those are the only two things they are looking for at this time.

Councilmember Jacobs stated that he is going to need some financial consultation to make that decision.

Mayor Bendekovic advised that it comes out of the bond and we have $2.1 million left in there. The direction we were given was $1.8 million but $2.1 million was set aside. That is what was projected in the beginning. The money is there for that use if you want the larger building.

Councilmember Stoner commented that we have $2.1 million but questioned where the $500,000 is coming from.

Mayor Bendekovic indicated that would come from capital; that is a capital improvement.

In response to Mr. Romano, Councilmember Stoner commented that if we get the larger building the furnishings come off.

Councilmember Levy agreed with the traditionalists. He thinks that Plantation is known for its brick and even our colonial structure; all of the entrances have a brick theme. Brick does not require as much maintenance as other materials. He believes putting more into the façade and making it more traditional with the line of buildings that we have, including our Fire Station, Police Station, Museum, and Library. He does not see having all of these traditional buildings and all of a sudden having a butterfly. He understands the want to be playful but he also believes in style, tradition and the fact of what makes Plantation special. He believes in keeping that style because it signifies our City over any other City in Broward. He does not want to be homogenized he wants to be traditional brick Plantation solid value.

In response to Mayor Bendekovic, Councilmember Levy likes the driveway with the porte-cochere.

Councilmember Zimmerman stated that he likes the design. He thinks there is room for tradition but because of the park there is an opportunity to do something more and to give a little more architecture to a building than just brick. He thinks we can bring brick into it and maybe there is a traditional element or two that can help do something. He believes that the building should stand on its own; he thinks it should be what it is. The functions within the building should shine through the architecture of the building. Looking at this building you can see where the meeting rooms are, you can see the entrance. He likes the architecture. He understands the

point of getting some more meeting rooms; perhaps the aerobics room can have a moveable partition. He is not sure that we have the budget to enlarge the building. His biggest concern of the project is the budget; it is $166 per square-foot; in today's market that is not going to happen. Buildings are coming in at $300 per square-foot. Understanding this is a simpler building; the open space; open rooms and no high end finishes, but there is an architecturally designed building. There are many roof levels; there is a canopy, and the inherent building elements, all the glass, all the impact store front. He has strong feelings with the $166 per square-foot. At $300 per square-foot he thinks we would be at $250 per square-foot just for the building and he does not know how much site work there is. Being that concerned about the budget at this point he would be very concerned about how large the building is. It is the architect's job to cost estimate the building; he does not know if Council can answer the question of how big the building should be. They can answer that they have a budget and that is the budget; how much building can we build for that budget? He thinks even with the $2.1 million design fees come out of that and that is how we ended up at the $1.8 million or $1.9 million. He likes the building and thinks it has a lot of good character.

Mr. Synalovski believes the answer is simple; they need Council to reaffirm whether the budget is $1.8 million or higher and they agree that it is their responsibility to design a building to a budget and they presented two options that they really do believe may be built for the dollars. He also stated that the difference between one budget and the other on a square-foot basis is less because there are some initial costs that you benefit as the building gets larger. They would rather see a budget of $2.1 million rather than a budget of $1.8 million. If you say that the budget is $1.8 million they will deliver a set of documents so that when the bids come in they will be at $1.8 million. The reality is that you can have a bigger building for less money. If that means that the building needs to be smaller it will be smaller. He has counted 3/2 classical traditional versus what they proposed.

Councilmember Stoner liked Councilmember Zimmerman's phrase of incorporating a little more traditional elements; she does not necessarily need a completely brick building. She thinks there should be some continuity with the other. She questioned what the roof material will be.

Councilmember Levy commented that is what he meant.

Mr. Synalovski advised that their intent was for the roof to be a TPO; it is basically a polyvinyl; a seamless membrane, so there is no joint other than when it turns direction. When it turns there is a particular detail that literally turns up and that is why they believe that the TPO is the right material for this type of roof.

In response to Councilmember Stoner, Mr. Synalovski replied that they have installed it on other buildings.

Mr. Ezzeddine stated that they just installed that at the energy efficiency building and it is a great system.

Councilmember Stoner questioned if this building would qualify for any of the LEED certifications.

Mr. Synalovski indicated yes and no. Yes because they want the building to be very sustainable and have made certain decisions as to where the glass is and the reuse of site and infrastructure that would qualify it. No because the cost, which is primarily an administrative cost to get this building certified, is not in their budget. In terms of reducing energy consumption, reducing water consumption, using recycled materials and reusing the site to its greatest capacity; those are all very sustainable decisions that have been built into the design. They have not spent the money in their budget to say they are going to register and certify this.

Councilmember Zimmerman tends to agree; the cost to certify is a lot. He spoke a little with Mr. Lunny and Mr. Ezzeddine about some Florida State Statutes requiring municipal buildings, all to be some green standard. He questioned if they have looked at that.

Mr. Ezzeddine stated that there is a clause in the State Statute about municipal buildings, County buildings and State buildings that can apply. It says to comply with the requirement of meeting Building Codes, which is going to be implemented this year in the new code from the ICC; the Florida Building Code is going to adopt that.

Mr. Lunny advised that he would clip it and send it; the language is not exactly what Mr. Ezzeddine said. We are aware of it and he would be happy to circulate it.

Councilmember Jacobs commented that unless Parks and Recreation says there is no demand for the bigger building it makes sense that we go with the bigger building looking into the future.

Mr. Romano agreed. The building is hopefully going to be here between 30 and 50 years and he thinks in order to provide the best facilities, which we typically do in our City, is to meet the community needs not only for the day to day meetings but also to accommodate the children who attend our camp programs in the City. He cannot explain how important the extra break out room for the camps just to separate the children and allow the ability to eat lunch in a small group without having competing age groups over one another.

Councilmember Zimmerman questioned if we know the square footage of the old Community Center versus the square footage of this.

Mr. Romano advised that the old Community Center was approximately 8,000 square feet but it was built in break out rooms so there were four meeting rooms and a main hall with a courtyard in the middle. Even though it was about 8,000 square feet under air it was really like 14,000 square feet under the super structure.

Councilmember Stoner questioned whether camp involvement has stayed about the same even without the Community Center.

Mr. Romano believed that we are up to 500 or 600 participants. Plantation Woods has the playground and the water play area and it will be the number one camp in the City.

Councilmember Stoner commented that people in other Cities are bringing their children to the camps and the residents cannot get in the door.

Mr. Romano stated that is another story but we do charge them.

Councilmember Levy agreed with Councilmember Jacobs that we have to look towards the future. Once this is built it is going to get used. The greatest problem we had in removing the old Community Center were all of the groups and trying to find a place to position them temporarily as we promised. They may be happy where they are but not everyone got the same kind of a welcome. We have the $2.1 million and if the architect says he can do it for that he is willing to say do it. The latest evaluation of our assessment value went up and according to the Broward County Property Appraiser our values went up 7% in Plantation to base our new tax rolls on so he thinks the crunch that we felt is easing. He sees this as a trend over the next few years and thinks we should go for the larger one when we can because it is definitely easier and cheaper to do it now than trying to retrofit in ten years.

Councilmember Zimmerman wants to be sure that we correlate both budget and square footage; the size of the building.

Councilmember Jacobs commented if there is a concern about the methodology he has no problem saying that the budget is $2.1 million and build it to that. He knows Mr. Ezzeddine and Mr. Synalovski and thinks that they will do what they say they are going to do.

Councilmember Stoner mentioned that the $2.1 million eats into the costs.

Councilmember Zimmerman indicated that we will have to find additional funds to pay for the design fees.

Mayor Bendekovic clarified that there is $2.1 million; there is not another dime available.

In response to Councilmember Jacobs, Mayor Bendekovic advised that we cannot get it from somewhere else.

Dr. Caravella indicated that the $2.1 million idea was that they would be ready for the furnishings in 2016 and that would be added to the capital budget. That was estimated to be about a half a million dollars.

Mayor Bendekovic stated that it would not be on this budget; it would be on next year's budget.

Councilmember Jacobs commented that it is a half a million for the furnishings and he questioned the cost of the design fees.

Mr. Synalvoski replied that the design fees would be $176,000.

Councilmember Zimmerman mentioned that we would be down to $1.9 million.

Councilmember Stoner stated that increasing the building is an additional budget increase. She questioned how all of the new electronics have been budgeted.

Mr. Synalovski advised that there is a certain level of technology that they have budgeted in the solutions shown. He cautioned that part of the purpose of the building is to build community. He thinks we would be missing the point if we walk in the Community Center and everyone is sitting against the wall on their phone and doing what they do on whatever piece of technology everyone carries today. They are hoping by creating the right spaces and the right places they can engage the users of the building so community can be built. There is a certain level of technology included for what they understand is a use for the building and for what they understand other Community Centers provide in our County.

Councilmember Stoner commented that she wants to have the ability to plug in if needed.

Mr. Synalovski advised that there is enough technology and enough flexibility because even if they design to today's technology it is going to be obsolete by the time the building is completed.

Councilmember Stoner questioned whether Mr. Romano or someone can present a proposed budget to run the Center including debt service for the Bond, additional capital, etc.

Mr. Romano indicated that this is not set up as an Enterprise Fund. He did not calculate that part of the number but he has the number to run the facility.

Mayor Bendekovic mentioned that she wants personnel and staffing; we can have that information when it comes back.

Dr. Caravella stated that the debt service is $2.1 million per year. Our total debt service on the refinancing of the rest of this Bond is $2.1 million. She can do a calculation but it is the General Fund.

Councilmember Stoner noted that each thing has to carry its own burden. She does not want to be short sided and go for the smaller building when she thinks that in a very short period of time we can use that extra space. She also thinks that the City is still recovering economically along with the rest of the Nation and we have employees that have not had raises in four years and other things are on the table that need to be done. It is only a few hundred thousand dollars but we could use it for something in the City.

Councilmember Levy suggested that we take the $200,000 we are saving from not doing the tram and put it towards this.

Councilmember Jacobs commented that $2.1 million will cover everything except the fixtures and stuff like that and the $2.3 million covers the design fees. He suggests that we make our budget $2.3 million and since we do not have the money now we delay the project until we figure out whether we can get the money. We go into the next budget process and if we can't do it we put it off until the next budget.

Councilmember Stoner clarified that we basically need an additional $200,000 plus the $500,000. We are looking to find $700,000.

In response to Councilmember Jacobs, Dr. Caravella stated that the bond money has to be spent in a total of three years.

Mr. Lunny advised that the requirement is at closing you have to have the good faith belief that you will spend the money within three years or there is a reporting consequence. It is not as if you are going to be in breach of your covenants if the money is not actually spent. When we closed we had that good faith intention and we still might.

Councilmember Jacobs really thinks we should try to figure out a way to do the bigger building.

Councilmember Zimmerman commented that the only difference between the two buildings is another meeting room. Maybe there is a way to design the building in such a fashion that we can have that extra meeting room as an alternate item in the bid to the contract so that we go ahead and design the building as large but we put that meeting room at the end of the building. We can design the bigger building and make it as part of the bid process to where we either add it or not. That way we can move ahead, see what the construction costs are and make that decision at that point and time.

Mr. Synalovski replied yes and no. The 2,000 square feet is not just the meeting room. It is hard to understand but the quarter that runs from east to west in the larger budget is actually more ample. They can attempt to add the meeting room at the end but he is not sure that they would get the best value than if they put out a set of plans showing what they are building and there may be reinforcing that theme. He wants to remind everyone that this is a community that has significant potential because you are talking about ten square blocks of acre plus lots and he would look at this as an investment and not as an expense. He thinks the additional investment in this particular community, in the terms of the opportunity for return, can be extraordinary because there are a lot of opportunities in this community for some significant home improvements and this could actually support

that. Councilmember Zimmerman is right, a series of added alternates to get to the number we want; the downside is that the law is that they have to be identified in order and if you want to add them you are stuck adding them in that order. Sometimes that might not be what we want. If the answer tonight is design to $1.9 million with added alternates they can then sit with staff and identify exactly what their priorities and he believes that they will be bound to adding them in that order. They know that they owe Council another image with the traditional and classical Plantation elements.

Councilmember Jacobs says try to figure out a way for the big one.

Councilmember Levy agrees on the same thing. He mentioned designing the $1.9 million and questioned if we can somehow add the additional $100,000 into the design element and add a third with that.

Councilmember Zimmerman stated that $1.8 million was the base.

Councilmember Levy is saying go to the $1.9 million; let him have the extra $100,000 and we still have the $2 million for the design element and we come to the $2.1 million, which we know we already have in the bank. If that can be done we are fine.

Councilmember Zimmerman commented that the budget would be $1.9 million instead of $1.8 million, which is not as much as the large one.

Councilmember Levy stated that is his suggestion.

Councilmember Stoner questioned what the $100,000 gets us as far as space.

Mr. Synalovski believes the best value for the community is the $2.1 million solution.

Councilmember Stoner noted that is $166 per square-foot versus $170 per square-foot.

Councilmember Levy reiterated that he would prefer the larger proposal.

Mr. Synalovski mentioned that the direction they would like is a budget figure. If you give that direction they will design to that number. From a value stand point he thinks that $2.1 million is the best value.

Councilmember Jacobs commented that we have to add $200,000 in design fees.

Councilmember Zimmerman indicated that there are a lot of other things the City needs and he is not ready to raise the budget.

Councilmember Stoner mentioned Councilmember Jacobs' comment that we address it as part of the budget. If we have the money we have the money and we don't we wait until the next budget cycle since we do not have any time elements that we are confined to.

Councilmember Jacobs noted that we need to pay Mr. Synalovksi for his time up until now.

In response to Councilmember Stoner, Mr. Synalovski advised that they have started on the plans. They have completed a schematic design phase; we have floor plans, elevations and site plan.

Mayor Bendekovic mentioned the $200,000 difference and stated that the $500,000 for the capital will not be until the following budget year; we won't even include this budget year. When you are thinking $200,000 to postpone it she is not saying that it is going to be there. She believes that you should move forward with this. The $500,000 will have to be budgeted for the following budget year and it will be in capital improvements. Parks and Recreation will not get anything else but that for that budget year. She noted that one of her goals is raises; these employees have not had raises for four years. That will be brought before Council on July 9, 2014.

Councilmember Zimmerman commented that he is still in favor of staying within budget.

Mr. Romano indicated that he has been discussing trying to get some support through the local hospitals. Once this is all approved they plan on going to the hospitals and talking to them to see if they would be interested in sponsoring the exercise area. They can go to Xbox or Play Station and see if any of those companies would be interested in sponsoring the game room. They are hoping to pull in enough sponsorship dollars to help reach their goal of having this come in under the budget. He is not going to say that they will get $200,000 but if they could come up with $100,000 or $80,000 that is what they will try to accomplish.

Councilmember Levy believes that if we decide to go to the larger then Council has to be dedicated to find a way to fund it whether it be cutting something else out of the budget or going out and asking for partnerships. If we decide to go bigger, which is the recommendation he is seeing, then he will dedicate himself to help find the money one way or another; whether through the budget process or through obvious other possibilities and other venues to make it happen. He feels that the people of Plantation deserve that.

Councilmember Jacobs was in favor of bigger and Councilmember Levy agreed.

Councilmember Zimmerman commented that he understands that once we build something we are not going to build it bigger later. He is concerned about our budget and does not want us to be in a position when we are doing all right and all of a sudden start splurging on different things. He suggested putting the budget at $2.1 million and limit some of the fixtures and furnishings down to $300,000. Let's take the $200,000 out of the $500,000. The full package deal; done, finished and out the door is within the budget.

Councilmember Jacobs has a problem limiting the budget especially if it is in another budget cycle. He does not have a problem with an inspirational goal.

Councilmember Zimmerman stated that we would be in construction by the time that goes on and it will be months before we are out to bid.

Councilmember Jacobs indicated that we should do the $2.1 million building and muddle through it.

Mr. Ezzeddine agreed with that concept. We have been extremely successful in furnishing in the past.

Councilmember Levy mentioned that other Cities and institutions actually name rooms for sponsors and we might look into this.

Mayor Bendekovic stated that we thought about it when we were doing the golf course.

Councilmember Stoner indicated that the golf course is a good example. It needs another room; it is too small.

Councilmember Stoner clarified that the direction is $2.1 million.

Mayor Bendekovic questioned if they are going to soften some of the elements.

Mr. Synalovski advised that they have two choices; they can work with staff or they can come back to Council.

Councilmember Stoner stated that they should come back.

Councilmember Levy mentioned Councilmember Zimmerman's suggestion of bringing in the brick elements but keep your flights of fancy.

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LEGISLATIVE ITEMS

Mr. Lunny read Item No. 17.

17. DEFERRED PUBLIC HEARING AND FIRST READING OF AN ORDINANCE OF THE CITY OF PLANTATION PERTAINING TO THE SUBJECT OF ZONING; AMENDING THE USE REGULATIONS PERTAINING TO FAST FOOD RESTAURANTS IN THE B-2P, B-3P, B-7Q, OB-C AND B-2L ZONING DISTRICTS; CLARIFYING THE B-7Q ZONING REGULATIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

A Staff Report dated April 23, 2014, to the City Council, from the Planning, Zoning and Economic Development Department follows.

APPLICANT'S REQUEST: Request to amend the zoning code to allow fast food, drive-thru restaurants as a condition in B-2L, B-2P, B-7Q, and SPI-1 Zoning Districts.

EXHIBITS TO BE INCLUDED: Planning and Zoning Division Report, Application, Citywide Location map, Zoning Code Amendment Ordinance, City Council minutes of August 28, 2013, Planning and Zoning Board minutes of December 3, 2013, Planning and Zoning Board minutes of February 4, 2014.

CITY COUNCIL ADMINISTRATIVE ITEM (AUGUST 28, 2013): *Discussion of applicant's request to expand the list of zoning districts permitting fast food, drive-thru restaurants as a conditional use.*

- The City Council discussed applicant's request at length and recommend staff prepare language regulating fast food, drive-thru restaurants as a conditional use in B-2L zoning districts subject to conditions. (*See attached minutes).*

PLANNING AND ZONING BOARD RECOMMENDATIONS:

- **December 3, 2013:** Recommendation to amend the ordinance to expand the master list of business uses to include B-2P, B-3P, and B-2L and bring back the Ordinance with property advertising to the next appropriate scheduled meeting.
- **February 4, 2014:** Recommendations to approve the ordinance as revised by staff and to request staff revisit the criteria for B7-Q as previously discussed.

ANALYSIS

The applicant has requested a zoning code amendment to allow fast food, drive-thru restaurants as a conditional use in B-2L, B-2P, B-7Q, and SPI-1 zoning districts. The applicant indicates his current client wishes to construct a drive-thru Dunkin Donuts in the Party Supermarket/Pet Smart Shopping Center north of Sunrise Boulevard and west of NW 118th Avenue. The property is currently zoned B-2L. Amending the B-2L zoning district would also allow fast food, drive-thru restaurants as a conditional use on the south side of Sunrise Boulevard between Volunteer Park and Flamingo Road.

Based on the Council direction at the August 28, 2013 Administrative Item meting, staff prepared an ordinance amending the B-2L zoning district to regulate fast food, drive-thru restaurants as conditional use in a B-2L subject to the following minimum conditions:

- A fast food, drive-thru restaurant may be located in a multi-tenant shopping center or a freestanding building as a conditional use in a B-2L zoning district. If located in a freestanding building, the following additional requirements apply:
  - 1,000-foot separation between freestanding fast food restaurants.
  - Building Elevation Design Criteria (see draft ordinance).
  - Drive-thru lane(s) shall be located at least 200 feet from residentially zoned or used property.
  - Site shall be located a minimum 1,500 feet from a public or private school. (Does not apply to restaurants located in a multi-tenant building without drive-thru or exterior walkup or counter service).

Staff presented a draft summary ordinance to the Planning and Zoning Board on December 3, 2013. The initial draft reflected City Council direction regarding B-2L districts but did not address B-2P or B-7Q districts. The Planning and Zoning Board recommended expanding the ordinance to include B-2P and B-3P zoning districts.

Staff maintained the B-2L language suggested by Council and revised the ordinance to regulate fast food restaurants within multi-tenant buildings without drive-thru service as a conditional use in B-2P, B-3P, and B-7Q districts. The Planning Director would have the discretion to process small-scale fast food restaurants (up to 6,000 square feet within an existing tenant space) as a minor development approval on a case-by-case basis.

The Planning and Zoning Board recommended approval of staff's draft ordinance on February 4, 2014. After Planning and Zoning Board approval, staff clarified the proposal to not allow fast food restaurants on B-3P zoned property within the SPI-1 Plantation Acres Rural Residential District.

STAFF RECOMMENDATION:

Approval of the attached ordinance based on the following:

- The Zoning Code already allows fast thru, drive-thru restaurants as conditional uses in SPI-3 (Midtown) and SPI-2 (Gateway), the two largest commercial areas in the City.
- Drive-thru restaurants provide limited economic value to other retail stores in a shopping center. Drive-thru customers remain in their cars and are unlikely to visit other stores in the Center. Patrons of sit-down restaurants are more likely to walk to a nearby retail shop.
- The Planning and Zoning Board recommended approval of staff's recommended ordinance (attached) at their February 4, 2014 meeting.

- Most important, if the proposed amendments are approved as submitted by the applicant, fast food, drive-thru restaurants could potentially be allowed in most shopping centers and some office complexes in Plantation. *This is because the conditional use process does not allow the Council full discretion to reject an application as the Council approves conditional uses in a "quasi-judicial manner".*

Attorney Bill Laystrom was present. He represents a number of shopping centers, three in particular that have asked him to look at the ability to provide fast food restaurant services in the western portion of Plantation. The Pet Smart Plaza was looking for a Dunkin Donuts and a year and a half to two years ago the Publix at Cleary Boulevard was looking at Schnellenbergers. Years ago it was decided that fast food and gas stations were uses that they did not want to see throughout the City; therefore, there are effective bans or prohibitions on those. He thought it was time to take another look. Council has indirectly tasked him with that by telling him that you cannot understand the reason for all of the banks. The reason for the banks, particularly in the outparcels in front of shopping centers, is there are five or six uses that tend to go there. Restaurants are one, fast food is another, and Walgreens and CVS stores. This is an opportunity to provide his ordinance proposing a conditional use to allow fast food restaurants within the B-2L, B-7Q, B-3P and B-2P. The reason he suggested all of those is because each of the shopping centers have a different zoning category. Staff recommended B-2L, which is the Pet Smart Plaza for the Dunkin Donuts and that we allow as a conditional use, fast food restaurants, but with five or six conditions, most of which he is fine with as long as waivers can be granted to those standards if it is appropriate. One of the standards is that you have to be more than 200 feet away from a residential property and if it is property line to property line and he owns an entire shopping center it is very likely he is going to have a residentially zoned property at least touching although homes are far away. It would also require notice. He is requesting that conditional use, fast food, be allowed within those districts; the other two shopping centers being the two on Cleary Boulevard, one where the Publix is and the other where the Self Storage is on Broward Boulevard and Nob Hill Road. As a general matter, he thinks the way to improve the economic life of our shopping centers and keep them vibrant is to provide different ways in which to have fast food available. They believe these draw traffic to the shopping centers; however, staff has indicated in their report that they think people just come and go. He would like to try to open this up on a conditional use basis. Staff believes that they could come in as a use variance in the other zoning districts. Part of this is being careful not to get something you do not want and the use variance is a higher standard to get approved. He would ask that they be conditional uses and he is willing to accept the conditions that staff has recommended. He wants to see it in B-2L and thinks that the larger shopping centers should have that opportunity. They are flexible and there is no time limit.

Councilmember Stoner questioned how the new Dunkin Donuts got approved.

Mr. Leeds advised that the new Dunkin Donuts is in Gateway. Gateway and SPI-3 Midtown allow fast food subject to conditions.

Councilmember Stoner mentioned the McDonalds and the KFC/Taco Bell have been existing for years; there are not any new drive-thrus beyond the Dunkin Donuts. She questioned how many years are between those and the Dunkin Donuts.

Mr. Leeds thinks that the code in SPI-3 is good; it allows a drive-thru but subject to some very precise conditions based on the orientation of the building and based on the fast food restaurant being in the center of a multi-tenant building with various conditions.

Councilmember Stoner is trying to put the approval process in perspective.

Mr. Leeds stated that it has been at least 10 to 15 years. The SPI-3 was crafted in a certain way so as not to encourage a proliferation of drive-thru restaurants. It is not about the type of food; it is about the drive-thru component.

Councilmember Stoner questioned how many drive-thru type entities have approached the City to put something like that in the Midtown area and have been discouraged.

Mr. Leeds indicated that he has not spoken to anyone that has requested to put a freestanding drive-thru restaurant in Midtown in the six and a half years that he has been here. The McDonalds and the KFC/Taco Bell are not permitted under the current SPI-3, which was adopted in 2004. The only drive-thru restaurant he is aware of once you get out of Midtown and Gateway is Arby's at the north end of University Drive, which is very old. He disagrees with Mr. Laystrom, he does not think a fast food restaurant adds any value to the other shops in a shopping center. People drive in, get their food and they are gone; they do not go to any other stores. When people go to a restaurant that is sit-down they are more likely to visit one of the other stores in the shopping center. The drive-thru component takes up more space because you have to look at a lot of stacking than you have with banks.

Councilmember Stoner commented that there is a relatively small queue for the new Dunkin Donuts.

Mr. Leeds stated that he was not responsible for that layout. The Dunkin Donuts is enough so it does not interfere with the parking lot.

Councilmember Stoner questioned whether these can be submitted as a conditional use.

Mr. Leeds advised that it can be done but you do not have the ability to turn it down. He wants to be clear that a conditional use does not give the Council the discretion to turn it down. If the applicant meets their burden then the burden shifts to the City to prove why the conditional use or the drive-thru component should not be there. A use variance is a higher test; a conditional use is not a way for controlling development.

Councilmember Stoner mentioned LaVan and Neidenberg and noted that it was just for that tenant; it did not extend beyond the terms of the tenant and the lease. She questioned if the fast food leaves if it has to be replaced with a fast food restaurant.

Mr. Leeds indicated that LaVan and Neidenberg was a big empty interior space. A freestanding drive-thru restaurant builds a kitchen and constructs a parking lot specifically designed for drive-thru and for production of food in a certain manner. He thinks it will be tough when another restaurant comes in and does not change the plan; uses the same kitchen with minor changes and wants to use the drive-thru aisle. He believes it will be more difficult to say no than LaVan and Neidenberg.

Mr. Lunny explained that Mr. Leeds observation is on point. There is a difference between enforcing a restriction such as that within a multi-tenant occupancy versus freestanding with a specialized capital investment. It is legally possible but practicality is way different under the facts.

Councilmember Stoner referenced the old Applebee's and a new person came in and decided to put a drive-thru there and since it is in Midtown it is allowed.

Mr. Leeds stated that it is in Midtown but it is a freestanding building so they could not have a drive-thru. Midtown imposes special additional regulations and restrictions on drive-thru restaurants. One of the issues

would be that it inserts an issue of parking into what is going to be a very tight parking lot. In terms of the code, it is not allowed.

Councilmember Stoner questioned where a drive-thru can be put in Midtown.

Mr. Leeds indicated that it can be put in Midtown but it would have to be in a multi-tenant retail store; it cannot be a freestanding building. Midtown was not intended to randomly have freestanding drive-thru restaurants; that is counter-intuitive to the concept of a walkable community. It could be done in Midtown but they have never been approached.

Councilmember Stoner commented that the practicality of putting it in one of those spots does not exist. She questioned if we get to say that we would like to have some fast food restaurants.

Mr. Leeds advised that the Council directed him to allow the use subject to conditions in the B-2L, which are the two large shopping blocks at the west end of the City in the Acreage area. They requested a dispersal requirement; he believes it is 1,000 feet, and he also included some setbacks from residential. Mr. Laystrom is correct, he will need a waiver. The setbacks were put in because drive-thru restaurants are often open late and not only can the order be heard from the box where you communicate, you may also hear music coming from the cars.

Councilmember Zimmerman questioned if this were approved as written in all of the districts that are listed, fast food, drive-thru, freestanding restaurants will go in.

Mr. Leeds clarified that if the ordinance is approved as written, freestanding drive-thru restaurants will only be allowed in the B-2L district.

Councilmember Zimmerman mentioned that a use variance for the remaining districts will come back to Council.

Mr. Leeds stated they would come back to Council. He thinks it would be a use variance because the drive-thru is a type of use but he has not discussed it with Mr. Lunny in detail.

Councilmember Levy believes the way it is written fits appropriately. He thinks coming back to Council on the use is good and he thinks the area allowing it is fine. He is in favor of the ordinance as written.

Councilmember Jacobs questioned Mr. Laystrom's criticism of the ordinance as written.

Mr. Laystrom indicated that a use variance means that he will be in front of Council for Schnellenberger's site and his discussion will be the staff report that says he has other reasonable uses for the property; therefore, a use variance does not fit here. We have had that discussion many times and still find that it is the best use for the property. He would seriously doubt that he would meet the criteria for the use variance. With a conditional use, he still comes to Council and staff still reviews the traffic and the stacking. With regard to the comment about what happens if someone were to leave a building, while the special exception would fall away, he would apply for it and come back but he would be telling you that there would be the same traffic generator and why would Council not approve it anyway. If they do not meet the site planning standards to put these in then we will have the same issue regardless of whether it is a special exception or use variance. He felt that there is not fast food stand alone anywhere in Plantation because the in line generally does not work.

Mr. Leeds advised that his discussion with Mr. Laystrom is correct; he thinks the drive thru is an operational characteristic and that it is subject to a use variance. He makes a recommendation and sometimes the Council agrees with him and sometimes does not. The burden of proof with the conditional use scares him because it is not a very difficult burden. The other thing Mr. Laystrom would have to deal with if representing someone who wants to go with Schnellenbergers; there is a minimum 1,500 feet setback from a public or private school measured from property line to property line. The main reason this is done is because the drive thru characteristics combined with a school zone is not a good idea from a traffic standpoint.

Councilmember Jacobs commented that that particular site is near a school. He questioned if a site did not meet the requirements for a use variance whether it is possible to still be brought forward to Council so they can approve the use anyway.

Mr. Lunny stated that Council can decide whether the criteria are met, not staff. If Council decided that the criteria has not been meet then the answer is, "It is over" and it would have to wait a certain time period to reapply. Staff does not make that decision except in minor development approvals and that is not what we are talking about.

Councilmember Jacobs questioned whether an applicant would have to meet a certain burden before going to Council, such as having a site plan.

Mr. Lunny advised that there is a requirement for a binding buildable site plan. There are reviews at Review Committee, Planning and Zoning Board and at Council level.

Councilmember Jacobs mentioned that there would be a substantial investment just to get to the Council.

Mr. Lunny explained that a use variance is something that should be discouraged as a zoning tool; not many cities have them.

Mr. Leeds indicated that the process for a use variance is Review Committee, Planning and Zoning Board, and City Council, is almost identical. The requirement for a buildable site plan is almost identical to a conditional use. The only thing that is different is that it has a higher burden but you still make that decision.

Mr. Lunny noted that the standards and the burden are a little more vigorous.

Mr. Leeds concurred.

Mr. Laystrom stated that these laws go beyond when he will be there and what he finds is that this Council has the experience of use variance but the next group will have a staff report in front of them that says this does not meet the criteria. While discretionary, it is hard for elected officials to then jump beyond that if they have not had a lot of years of experience. He does not want to make this too difficult; if it does not work they will come back to re-discuss the issue. The costs are about the same to go between the two projects; it is just a question when you are making the decision to go forward. At least with a condition use, he can look at the traffic and once he feels it is set he is pretty set. There may be some landscaping issues and other issues, but it boils down to landscaping and traffic. The problem is identifying the other concern about having drive thrus besides traffic and noise.

Mayor Bendekovic reiterated that she would be very cautious because of the situation with the fast foods. She agrees with Mr. Leeds that people do tend to come in if it is not a drive thru. She feels that

Councilmember Jacobs commented that the ordinance as written is a use variance.

Mr. Leeds noted except for B-2L, which Council previously authorized. He stated that B-2L is the two large shopping centers just east of Flamingo Road on either side of Sunrise Boulevard. They are big centers and they were master planned from Flamingo Road all the way east. The ordinance allows it in that location subject to conditions, which are subject to waiver.

Councilmember Jacobs stated that he would go with the ordinance as is.

Motion by Councilmember Jacobs, seconded by Councilmember Zimmerman, to approve the ordinance as presented. Motion carried on the following roll call vote:

Ayes: Zimmerman, Jacobs, Levy, Stoner
Nays: None

* * * * *

Mr. Lunny read Item No. 18.

18. SECOND AND FINAL READING OF AN ORDINANCE OF THE CITY OF PLANTATION, FLORIDA, RELATING TO ANIMALS BY AMENDING THE PLANTATION CODE OF ORDINANCES TO CREATE REGULATIONS FOR THE RETAIL SALE OF DOGS AND CATS; PROVIDING SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

Mr. Lunny mentioned that at the end of the last meeting some of Council were expressing concern about the proposition that no retail pet shop should be permitted to sell a dog or a cat unless it was sourced from the Human Society or Rescue Society. That means to accomplish the object of the law, which is to discourage the use of puppy and kitten mills might be viewed as too broad. There was also an expression that a business had recently gone through the approval process, got approved and was immediately faced with this regulatory ordinance. He was asked to consider some practical legal suggestions to allow for the sale of animals without necessarily going too far into creating a new additional regulatory apparatus. He was advised that he could speak with Mr. Sweetapple about the suggestions. With that, the Legal Department made the revisions, which are reflected in the May 21, 2014 memorandum, those being to try to allow for organizations to accredit breeders. This way it would be similar to having an animal sourced from a breeder that was accredited by a nationally recognized entity that would be a permissible source. He did that without consulting with anyone and formulated that in his office as an idea. He then sent it to Mr. Sweetapple on May 20, 2014 and heard back from him on the date of this meeting, which is in essence that he has not had time to vent that concept in terms of whether it would avoid litigation with the Industry, which is currently taking place in a sister City. It appears that his effort to strike what he thought was a practical alternative may not have been a good one because, based on emails received, it might fall short of the mark in terms of criticisms that he has not independently confirmed that the American Kennel Club does not do a good job accrediting breeders according to unconfirmed Press Reports. Not only does he think the Industry is not ready to comment on the draft and Mr. Sweetapple has asked for a deferral, the citizens who initially were asking for the much broader approach are equally unhappy with his suggestion. Additionally, he received a request from Councilmember Fadgen who could not be here today, to delay the item until there is a full Council present, and he indicated that he would not be here for a few meetings. He then sent an email to Council that encouraged you to log in all lobbying communications you have had with certain individuals even though they may not truly be lobbyists. He cautioned this because of an

email where someone was speaking on their behalf and on behalf of the Industry. Under the current County Ethics Code, written communications such as email are communications that need to be registered. The Broward League of Cities is trying to get the County to change that because when an email is received from someone who is arguably a lobbyist you have to enter in the data that you received the email and what it was about. What we are trying to do at the County level is change that so that any email you get you can turn into the City Clerk without filling out a separate contact sheet. That is not the law yet; the current law is that if you receive lobbying communications in email form you must fill out the contact sheet. Over the past week we changed our system so that Ms. Slattery can override the system and allow each of you to enter in those contacts but based on our review of who has reported we think that some of you have not reported all of the email you might want to report. The County Ordinance says that you have to log in before you vote on the matter no matter what and you should log in within ten days of receiving the communication. This is an advertised hearing and he would like to indicate that Council can proceed with the hearing. The Legal Department, for the foregoing reasons, is not going to ask for a deferral which would require any affirmative vote on the behalf of Council; however, he is going to pull this item from the agenda so there is no vote taken on the item. He requested that Council go back and look at the email and enter in all contacts and be as careful as possible. It would be his preference to see what happens in sister Cities and continue to work on this as an administrative matter and see if we can come up with some better idea because the idea that was formulated has only made people more upset. He proposed that Council not act on this and if they want to consider comments feel free but there will be no vote on the item.

Councilmember Jacobs mentioned if you get an email and questioned how you enter a person's last name, first name and an email address into the system; it wants a zip code.

Mr. Lunny advised they will have to work on that. The Ethics Law, as people are implementing it more and more, we are finding issues with the County Ethics Law that we brought to the County's attention that are not practical. We may have to override that function. He sent an email to Council saying that if you have received email from these people who appear to be speaking not only on their behalf but on behalf of some Industry please send it to the City Clerk so we can try to enter it into the data system. We do not have the resources in the City Clerk's Office in terms of personnel to have an individual monitor all of the emails and enter the data for you.

Councilmember Jacobs expressed concern and would rather put in all of the emails that he has received at this point and he cannot.

Mr. Lunny stated that he and Ms. Slattery need to have another discussion and she may need to meet with Mr. Castro and figure out if there is another way to do this. We borrowed the County's system to install our own. Based on what he saw he had a concern which prompted him to send the warning. The warning said that it was oral and any written communication.

Councilmember Jacobs commented that we can put in "Not known for an address and 99999 for a zip code"; there are ways around it without changing the system if it will take it. He thinks we need to decide whether or not that is a policy we want to follow.

Mayor Bendekovic indicated that she was not aware that Councilmember Fadgen wanted to delay this item until there was a full Council. The only next meeting with a full Council will be on July 9, 2014 and she will not put it on the agenda because that is our budget and the setting of the millage. The next time we would have a full Council would be August 27, 2014.

In response to Councilmember Stoner, Mayor Bendekovic stated that she does not want to tell who and when someone is out because you don't want that out in the public. After August 27, 2014, September 3, 2014 is our First Public Hearing of the Budget and it will not be put on that night and the next is September 15, 2014, which would be the Second Hearing of the Budget and it will not be on that night. Unless you want it on August 27, 2014 or in October 2014, those will be the first available dates.

Councilmember Jacobs was in favor of October and Councilmember Stoner concurred.

Councilmember Levy and Councilmember Zimmerman were also in favor of October.

Mr. Lunny advised that they can proceed with the hearing but his advice was no vote and he will be pulling the item. He apologized; he had to make the statement this evening; he was reluctant to do it beforehand.

Councilmember Stoner announced that the City Attorney has pulled this item and it will be rescheduled for a later date. We will have to re-advertise. At that time we will have public comments so there will be no public comments tonight.

Mr. Lunny indicated that they would work on the implementation.

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QUASI-JUDICIAL CONSENT AGENDA - None.

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QUASI-JUDICIAL ITEMS – None.

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COUNCILMEMBERS' COMMENTS

Councilmember Zimmerman commented on the nice Memorial Day Service at Veteran's Park.

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Mayor Bendekovic advised that she provided the new property values and with the 2012/2013, which shows the difference of 6.8 not 7.0. Midtown was 8.9 and Gateway was 4.0. The developers and the residents are getting a return on their investment.

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Councilmember Stoner attended the year end awards at Seminole Middle School. While speaking with the principal, she stated that some of the parents had heard about a petition being circulated about school boundaries. She questioned whether Mayor Bendekovic had any knowledge of this.

Mayor Bendekovic indicated that the only thing she has heard on school boundaries that Leslie Brown has called our office concerning the school boundaries. She has not said what specifically it is. She was out of town last week and stated that she would not be able to have a conference call until June 16, 2014. As far as a

petition, that would have to be by the parents not by our Administration. She attended the Educational Advisory Board meeting the other day and that was not mentioned at that time.

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PUBLIC REQUESTS OF THE COUNCL CONCERNING MUNICIPAL AFFAIRS

Patrick Neptune, resident, was present. He mentioned that Trooper Donna Watts of the Florida Highway Patrol pulled over a Miami Dade Police Officer on October 11, 2011. The case made national news. Officer Watts has endured years of harassment by Officers of multiple jurisdictions to the point where she sued the Officers, the Departments and Cities involved for invasion of privacy and violation of Civil Rights. As a result of the law suit it was brought to light that Officers from multiple jurisdictions accessed her driving record and driver's license information over 200 times in a three-month period without probably cause nor a legitimate purpose. In 1994 the U.S. Congress passed the Driver's Privacy Protection Act of 1994 18USC because of ongoing abuse by law enforcement of accessing citizens' personal information. Each violation of the DPPA carries a $2,500 fine. He is no longer a resident of Plantation; he moved about five years ago. In recent months his driver's license information and driving record has been illegally accessed by members of the Plantation Police Department over 20 times. There is no legal justification nor probable cause to access this information. Since he left Plantation he has never been pulled over by any Officer of the Plantation Department or issued a citation by any Officer of the Plantation Police Department. The illegal access of this information is a clear invasion of his privacy and of his Civil Rights. He has filed a complaint with the U.S. Department of Justice and the U.S. Attorney's Office in this matter. He urged every citizen to make a records request from the Florida Department of Transportation to determine how many times and by whom has their driving record and driver's license information been accessed.

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Dennis Conklin, resident, was present. He made the following comments:

- He mentioned medical marijuana that will be going on the ballot for the public to vote on.

Councilmember Stoner indicated that this topic really does not belong before Council.

Mr. Conklin stated that he was going to request that people vote against it.

- He referenced the Community Center discussion and expressed his favor of not going with the LEEDS certification; that would have run the costs up astronomically. He also expressed his compliments in defense of the budget and not exceeding it.
- Council may want to look at the conversion of the plans that we have for the pensions; the Defined Benefit Plan. Defined Benefit Plans are basically not going to function. The two-tier plan was proposed because the first plan failed. He encouraged Council to move for a Defined Contribution Plan which would basically move the City's employees into a more modern 401k style to ensure that the taxpayer is not on the hook for an astronomical unfunded pension plan. The employees would sure to get a retirement plan through a Defined Contribution Plan.

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Peter Jehlen, resident, was present. He has had extensive discussions with Chief Harrison concerning Code Enforcement. His property faces the Plantation Business Park that has a long wall that goes all the way down the street. For the past four months there has been graffiti painted on the wall. He reported it to a Police Officer last month and it was there the whole month. Last Tuesday Mr. Chin called someone and by Thursday it was taken care of. His concern is that there is no Code Enforcement in Park East. He also has a huge problem with trash in the swale; it is rarely removed from swale in the Plantation Business Park. There is a rental property on NW 6th Court and NW 43rd Avenue where trucks are being parked on the lawn overnight. Nothing was ever done and it finally was resolved by the people moving out. Currently on NW 5th Street and NW 43rd Avenue, on the east side of the road, a house was burnt down. They are in the process of rebuilding the house. From what he understands, when there is a construction site it is supposed to be secured at night; this site is not. Last Saturday while working on his lawn he saw homeless people with carts walking down the street, going down the swale of the Plantation Business Park picking out stuff. He does not believe this is being represented on the east side as well as on the west side. His neighbor behind him, who he has had continuous problems with, has had a trampoline in the front yard for the last year. He questioned the safety of placing a trampoline in the front yard without any restrictions to keep people away from it. He spoke with Chief Harrison about a consistent dog issue with a neighbor. When he calls the Police Department he feels like he is the one being interrogated and intimidated to the point where he is not calling anymore. He is tired of being the one who is always in the wrong. He is at a point to sell his property because the City of Plantation has not protected him or his property values and the only time anything gets done is when he comes before Council.

Mayor Bendekovic mentioned that whenever they talk she visits his property and also visits the Plantation Business Park because that is the only way we have been able to clean up that area. She questioned how the shrubs look.

Mr. Jehlen indicated that there is trash everywhere. His point is that residents pay someone to enforce the codes of this City and he has to come to Council to get it done. He is at wits end as far as this City protecting its citizens. He believes this is the only City that he has ever lived in that pits neighbor against neighbor where he has to come to Council in front of everyone.

Councilmember Stoner stated that he can call or email any one of the Council members at any time.

Mr. Jehlen advised that Code Enforcement is supposed to do that.

Chief Harrison commented that he has spoken at depth with Mr. Jehlen and has taken all of his notes, which he is going to address. He was not aware of some of those issues. He has already spoke to the Public Works Director on some of the trash and tagging on the wall; it will be taken care. He apologized to Mr. Jehlen. He stated that he will drive through the neighborhood every now and then.

Mayor Bendekovic advised that the dog has been a continual problem. That was addressed months ago.

Mr. Jehlen stated that the neighbor built a shed dog house that has the same shingles as the house above the fence line with no permit. He put a new fence down the line. It was addressed but the problem is that the fence is not anchored. He questioned where Code Enforcement is. The fence was never inspected but yet the permit was all right. He was told that the reason the fence was put there was because the neighbor said it was supposed to be there. He commented that from the west side of the Turnpike Plantation is a beautiful City but when you go on Broward Boulevard and look to the north and see that wall of concrete and how bad it looks it is a completely different City.

Councilmember Stoner disagreed. She feels bad that this is causing him so much anxiety. The City spends so much money on the east side you would be surprised.

Mayor Bendekovic mentioned the CDBG Funds spent in Park East and noted that the roads were repaved two years ago. We are also putting in a new lighting system along Country Club Estates.

Mr. Jehlen questioned what is happening on the north side.

Mayor Bendekovic stated that new lighting was put in at the Jim Ward Community Center; they cleaned up E Lake; the playground was redone; and the MERT trail along Sunrise Boulevard.

Mr. Jehlen emphasized that the reason he is here is because he wants to see Code Enforcement to enforce the codes in that neighborhood. Currently there is bulk trash and pick up is not until next week. This is his reality of living in this neighborhood every day. Unless he talks on the record there is no record of anything ever happening so no one ever thinks there is a problem. He has been dealing with this for 12 years.

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SEALED COMPETITIVE SOLICITATIONS – None.

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WORKSHOPS – None.

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Meeting adjourned at 10:30 p.m.

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Councilmember Lynn Stoner, President
City Council

ATTEST:

Susan Slattery
City Clerk

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Minutes was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2014.

Susan Slattery, City Clerk

Exhibit H
Agenda backup materials for August 4, 2015 meeting

LEGAL DEPARTMENT

Donald J. Lunny, Jr.
City Attorney

Plantation
the grass is greener

MAYOR
Diane Veltri Bendekovic
CITY COUNCIL
Chris Zimmerman, *President*
Ron Jacobs, *President Pro Tem*
Dr. Robert A. Levy
Lynn Stoner
Peter S. Tingom

MEMORANDUM

To: Mayor and Members of the City Council

From: Quentin E. Morgan, Assistant City Attorney

Date: August 4, 2015

Re: Revised Regulatory Ordinance Regarding Pet Shops

As the City Council may remember from 2014, consideration was given to this Ordinance. At that time it was decided, due pending lawsuits across the country and in particular the lawsuit involving the City of Sunrise, that this Ordinance would be held in abeyance until such time as the Courts weighed in on the matter. In June, the Federal Court for the Southern District of Florida granted the City of Sunrise's Motion for Summary Judgment rejecting all of the constitutional claims of the pet shop plaintiff in that case. Similar results have been made across the country with the most recent notable case being the City of Phoenix.

Attached for the City Council's consideration is a revised regulatory Ordinance concerning Pet Shops. The significant changes to the Ordinance from First Reading are highlighted in yellow. Since First Reading, the Administration has learned that certain nationally recognized associations/entities "accredit" dog and cat breeders. Rather than prohibit the retail sale of any dog or cat in a Pet Shop (except for those offered by a Rescue Organization or the Humane Society) as was previously proposed, the Ordinance has been revised to allow Pet Shops to acquire dogs and cats from such "accredited breeders" for resale. Some accrediting association/entities have been mentioned by name in the Ordinance, and others may be approved by City Resolution (Lines 191 – 207). The other significant change to the regulation is to allow Pet Shops to acquire dogs and cats from Hobby Breeders for subsequent retail sale by the Pet Shop (Line 178). Finally, Pet Shops are being given until January 31, 2015 to sell their inventory and the word "inventory" as been defined for practical expedience (Lines 165 – 174). The Legal Department and Administration believes that the revised regulation utilizes a narrower regulatory focus, and may address the alleged negative secondary effects of young animals sourced from "puppy mills" or "kitten mills" in a more practical manner.

This revised Ordinance is now ready to be considered as a Legislative Item as Second Reading.

DJL:tw
Enclosure
[406]9002-11001

ORDINANCE NO. 2015-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA RELATING TO ANIMALS BY AMENDING THE PLANTATION CODE OF ORDINANCES TO CREATE REGULATIONS FOR THE RETAIL SALE OF DOGS AND CATS; PROVIDING SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, existing state and federal laws regulate dog and cat breeders, as well as pet shops that sell dogs and cats including the Animal Welfare Act ("AWA") (7 U.S.C. Section 2131 et seq.); and

WHEREAS, Animal Welfare Act requires, among other things, the licensing of certain breeders of dogs and cats and that these breeders maintain minimum health, safety and welfare standards for animals in their care with enforcement of these requirements by the United States Department of Agriculture ("USDA"); and

WHEREAS, according to USDA inspection reports, some additional documented problems found at puppy mills include: (1) sanitation problems leading to infectious disease; (2) large number of animals overcrowded in cages; (3) lack of proper veterinary care for severe illnesses and injuries; (4) lack of protection from harsh weather conditions; and (5) lack of adequate food and water; and

WHEREAS, according to The Humane Society of the United States, American consumers purchase dogs and cats from pet shops that the consumers believe to be healthy and genetically sound, but in reality, the animals often face an array of health problems including communicable diseases or genetic disorders that present immediately after sale or that do not surface until several years later, all of which lead to costly veterinary bills and distress to consumers; and

WHEREAS, many "puppy mill" puppies and "kitten factory" kittens are being sold in pet shops for sale to the public; and

WHEREAS, across the country, thousands of independent pet shops as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of dogs and cats; many of these shops collaborate with local animal sheltering and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, while the City Council recognizes that not all dogs and cats retailed in pet shops are products of inhumane breeding conditions and would not classify every commercial breeder selling dogs or cats to pet shops as a "puppy mill" or "kitten factory", it is the City Council's belief that puppy mills and kitten factories continue to exist in part because of public demand and the sale of dogs and cats in pet shops; and

WHEREAS, the City Council believes that restricting the retail sale of dogs and cats in pet shops in the City will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the City;

WHEREAS, many jurisdictions across the country have enacted similar ordinances and as

such the constitutionality of many of the ordinances have been challenged in Federal Court;

WHEREAS, in Florida, the United States District Court for the Southern District of Florida heard a challenge to the ordinance adopted by the City of Sunrise;

WHEREAS, the court on summary judgment upheld the City of Sunrise ordinance against the constitutional challenges of the pet shop plaintiff in that case;

WHEREAS, the courts in other jurisdictions, most recently the Arizona Federal Court in the Phoenix case, have made similar findings upholding the authority of local governments to regulate in this area and the manner in which local governments are implementing the regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PLANTATION, FLORIDA:

Section 1. The forgoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby rendered a specific part of this Ordinance upon adoption and shall serve as its legislative history.

Section 2. Sec. 4-1, "Definitions" is hereby amended to read as follows:

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal shall mean every living non-human creature, excluding tropical fish.

Animal control officer or *officer* shall mean any person employed by the City of Plantation or Broward County, or such agents or employees as are designated by the city or county to perform the duties of such officer, which person is authorized to investigate on public or private property civil infractions relating to animal control or cruelty, and to issue citations as provided herein. An animal control officer is not authorized to bear arms or make arrests (unless such person is a sworn police officer).

Animal rescue organization means humane society or other duly incorporated nonprofit organization operated as a bona fide charitable organization under Section 501(c)3 of the Internal Revenue Code, which organization is devoted to the rescue, care and/or adoption of stray, abandoned or surrendered animals and which does not breed animals.

Animal shelter means a public animal shelter or duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals, and which does not breed animals.

At large means off the premises of the owner and not under the control, custody, charge or possession of the owner or other responsible persons to whom custody, control, charge or possession of an animal, either by leash, cord, chain, or other physical barrier, fence, cage, full or partial enclosure sufficient to contain the animal, has been delegated.

Broward County Animal Regulations shall mean the Broward County Animal Care and

Regulation Ordinance and any and all rules and regulations promulgated thereunder.

Cat means an animal of the Felidae family of the order Carnivora.

Certificate of source means any document from the source city or county animal shelter or animal control agency, humane society, Hobby breeder, or non-profit rescue organization declaring the source of the dog or cat on the premises of the pet shop, retail business, or other commercial establishment. The certificate of source shall include at a minimum: (a) a photograph of the dog or cat; (b) a brief description of the dog or cat, the name, address, telephone number, and e-mail address of the source of the dog or cat; (c) documentation showing that the breeder is accredited by the American Kennel Club, The Cat Fanciers' Association, or the Humane Society, or other accrediting entity as approved by Resolution of the City Council of Plantation, if applicable (d) shall be signed by the pet store certifying the accuracy of the certificate; and (e) shall be signed by the purchaser or transferee of the dog or cat acknowledging receipt of the Certificate of Source.

Citation shall mean a written notice issued to a person by an officer with probable cause to believe that the person has committed a civil infraction in violation of this chapter.

City shall mean the City of Plantation, Florida.

City council shall mean the City Council for the City of Plantation, Florida.

Control shall mean the regulation of the possession, ownership, care and custody of an animal.

County shall mean Broward County, Florida.

Division shall mean the Animal Care and Regulation Division for Broward County.

Dog means an animal of the Canidae family of the order Carnivora and includes both male and female.

Existing pet shop means any pet shop or pet shop operator that displayed, sold, delivered, offered for sale, offered for adoption, bartered, auctioned, gave away, or otherwise transferred cats or dogs in the City on the effective date of this article and complied with all applicable provisions of the Code of Ordinances.

Harboring shall mean the act of keeping and caring for an animal or providing a premises to which the animal returns for food, shelter or care for a period of at least forty-eight (48) hours.

Hobby breeder means any person or entity that causes or allows the breeding or studding of a dog or cat resulting in no more than a total of one litter per calendar year whether or not the animals in such litter are offered for sale or other transfer. The use of any property in the City for this purpose shall be appropriately zoned and licensed by the City for such purpose and comply with applicable federal, state, and county laws and regulations.

Kennel shall mean any place at which dogs, cats or any other animal, reptile, bird or fowl are kept for sale, breeding, boarding, treatment or grooming purposes as allowed by this Chapter and the

zoning regulations of the city, Broward County, or both, if applicable. "Kennel" shall not include any humane society, animal protection agency or veterinarian clinic.

Pet shop means an establishment open to the public and engaging in the business of the retail sale of animals.

Pet shop operator means a person who owns or operates a pet shop, or both.

Owner means any person owning, keeping or harboring an animal.

Retail sale includes display, offer for sale, offer for adoption, trade, rent, barter, auction, give away, or other transfer of or dispose of any cat or dog.

Veterinarian shall mean a veterinarian duly licensed and regulated by the State of Florida in accordance with Chapter 474 of the Florida Statutes.

Wild animal shall mean any non-human primate, raccoon, skunk, fox, poisonous snake, leopard, panther, tiger, lion, lynx or any other animal so classified by the Florida Game and Fresh Water Fish Commission.

Section 3. Chapter 4 of the Code of Ordinances of the City of Plantation, entitled "Animals", is amended to create a new Article III as follows:

Article III.

Retail Sale of Dogs and Cats

Sec. 4-31. Sale or transfer of dogs and/or cats. Except as provided in Sec. 4-32 and 4-33 below, no pet shop shall engage in the retail sale of dogs or cats in the City on or after _____ [the effective date of this Ordinance].

Sec. 4-32. Existing Inventory. An existing pet shop may continue the retail sale of ~~to display, offer for sale, offer for adoption, barter, auction, give away, or otherwise transfer~~ its inventory of cats and dogs as of _____ [the effective date of this Ordinance], until ~~September 30, 2014~~ January 31, 2016. Existing pet shops shall provide the City with copies of its inventory documentation as of _____ [the effective date of this Ordinance]. The inventory documentation shall include a photograph of each dog and cat. The word "inventory" as used herein means those dogs and cats actually located on the premises of the Pet Shop, and those dogs and cats which are alive as of _____ [effective date of this Ordinance] and which have been ordered by the pet shop for retail sale at the Premises pursuant to inventory replacement orders that were existing as of _____ [the effective date of this Ordinance].

Sec. 4-33. Exceptions. The prohibition of Sec. 4-31 shall not apply to:

1. Hobby breeders as defined in this Chapter ~~The display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs or cats from the property which they were bred and reared. The use of any property for this purpose shall be appropriately zoned and licensed by the City for such purpose and comply with applicable federal, state, and county laws and regulations~~; or

2. An animal shelter as defined in this Chapter; or

3. A animal rescue organization as defined in this Chapter; or

4. An animal shelter or animal rescue organization that operates out of or in connection with a pet shop; or

5. Pet shops that obtain all cats and dogs for retail sale on the pet shop premises from a Hobby breeder; or

6. Pet shops that obtain all cats and dogs for retail sale on the pet shop premises from breeders accredited by the American Kennel Club; or

7. Pet shops that obtain all cats for retail sale on the pet shop premises from breeders accredited by The Cat Fanciers' Association; or

8. Pet shops that obtain all cats and dogs for retail sale on the pet shop premises from catteries or breeders accredited by the Humane Society;

9. Pet shops that obtain all cats and dogs for retail sale on the pet shop premises from catteries or breeders accredited by a nationally recognized association of entity which accredits responsible and humane catteries and breeders, which nationally recognized association or entity is approved as meeting the requirements of this paragraph by Resolution of the City Council; or,

10. Some or all of the foregoing.

Sec. 4-34. Certificate of Source. A pet shop shall post and maintain in a conspicuous place, on or within three (3) feet of each dog's or cat's kennel, cage, or enclosure, a certificate of source with photograph of each dog or cat offered for retail sale, and shall provide a copy of such certificate to the purchaser or transferee of any dog or cat sold or transferred. A code enforcement officer or police officer may request a review copies of such certificates and, upon such request, the pet shop operator or any attending employee must present such certificates at that time and without delay. Failure to post and maintain the certificate of source as provided herein is a violation of this section. In addition, failure to provide a certificate of source, and the provision of a falsified certificate of source, is a violation of this section.

Sec. 4-35. Hobby Breeders must meet the following requirements:

(a) Keep records for a period of at least three (3) years and make such records available for review by the City upon request of (i) the birth of each litter of dogs and cats and (ii) veterinary records of rabies vaccinations, all other inoculations, and any medical condition(s) of each dog and cat.

(b) Ensure that dogs and cats are provided: clean, sanitary, safe and humane conditions; sufficient quantities of appropriate food daily; proper air ventilation and circulation; adequate

quantities of visible, clean and fresh water available at all times; and medical attention or necessary veterinary care when the dog or cat is diseased or injured.

Sec. 4-36. Remedies and Enforcement. The City shall have the following remedies and enforcement powers for violations of this Article. The remedies and enforcement powers established in this Article shall be cumulative and the City may exercise them in any order or combination at any time.

(a) Each retail sale of any dog or cat in violation of this Article shall be a separate violation (i.e. a pet shop owner or a pet shop operator, or both, shall be subject to being cited for each transaction as a separate violation).

(b) The City may seek to revoke any issued local business tax receipts issued for the location of the violation.

(c) The City may seek an injunction or other equitable relief in court to enjoin violations of this Article.

(d) The City may seek a court order in the nature of mandamus, abatement, injunction, or other action or proceeding to abate or remove a violation.

(e) The city may also seek to enforce a violation of this Article in accordance with Chapter 6 of this Code (by prosecuting the case in front of the special magistrate) with each day of the violation being a separate offense.

(f) The City may also choose to prosecute violations in accordance with the procedures set forth in section 4-20 of this Code. However, any person or entity cited for an infraction under this Article, who elects not to contest the citation shall pay a civil penalty in an amount as follows which must be remitted in accordance with subsection 14-20(d) of this Code:

(1) One hundred dollars ($100.00) for the first offense.

(2) Two hundred dollars ($200.00) for the second offense.

(3) Four hundred dollars ($400.00) for the third and any subsequent offense.

Any person cited for an infraction under this Article who elects to contest the citation and is found to have committed the violation, or any person who does not elect to contest the violation but fails to pay the applicable civil penalty in a timely manner as set forth in subsection 14-20(d) of this Code, shall pay a civil penalty in an amount as follows:

(1) Two hundred dollars ($200.00) for the first offense.

(2) Up to five hundred dollars ($500.00) for the second and any subsequent offense.

The city may assess against such persons all costs incurred by the city for transportation, impoundment, confinement, treatment or destruction of the animal.

(g) In addition to the enforcement powers specified in this Article, the City may exercise any and all enforcement powers granted by City Charter, ordinance, or state or federal law.

Section 4. Severability. Should any section, paragraph, sentence, clause, phrase or other part of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion or part thereof, other than the part so declared to be invalid.

Section 5. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of the City of Plantation; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon passage on second reading by the City Council and signature by the Mayor.

PASSED ON FIRST READING by the City Council this ___ day of _____, 2015.

PASSED AND ADOPTED ON SECOND READING by the City Council this ____ day of _____, 2015.

SIGNED by the Mayor this _____ day of _____, 2015.

_____
MAYOR

ATTEST

_____
CITY CLERK

RECORD ENTRY:

I HEREBY CERTIFY that the Original of the foregoing signed Ordinance was received by the Office of the City Clerk and entered into the Public Record this _____ day of _____, 2015.

_____

Susan Slattery, City Clerk

[311]9002-11001

Exhibit I
Miscellaneous correspondence

Mayor Diane Bendekovic

From: Joe Watson <joe.watson@petlandinc.com>
Sent: Thursday, September 03, 2015 10:28 AM
To: Mayor Diane Bendekovic; Zimmerman, Chris; Tingom, Pete; Stoner, Lynn; Levy, Robert; Jacobs, Ron
Cc: Slattery, Susan; 'Vicki Siegel (siegel.vicki@yahoo.com)'
Subject: Retail Pet Ban

Importance: High

Dear Mayor Bendekovic and Councilmembers Zimmerman, Tingom, Stoner, Levy and Jacobs,

My name is Joe Watson and I am the president of Petland Inc. located in Chillicothe, Ohio. We have franchise pet stores located across the United States and one located in your town of Plantation. Our Petland Plantation location is locally owned and operated by our franchisees Bob and Vicki Siegel. Bob and Vicki operate an excellent pet store which some of you have shopped. They both very passionate about matching the right pet with the right customers. They routinely go above and beyond to support their customer's and pet's needs. I watched the on-line video of your meeting last week in which you voted in a retail pet ban and I would like to provide some information for your consideration.

Like you, no reasonable person would ever support a puppy mill. Yet that term, "puppy mill" has countless meanings. The pet industry has worked closely with the animal welfare community to put some clarity around what defines a puppy mill. Petland joined The Humane Society of the United States (HSUS), American Society for the Prevention of Cruelty to Animals (ASPCA) and Petco along with various groups within the pet industry to publish an agreed upon definition. Here is the definition that was jointly agreed to and published on HSUS's website:

*"The group has defined a **puppy mill** as a dog breeding operation, which offers dogs for monetary compensation or remuneration, in which the physical, psychological and/or behavioral needs of the dogs are not being fulfilled due to inadequate housing, shelter, staffing, nutrition, socialization, sanitation, exercise, veterinary care, and/or inappropriate breeding."*

HSUS's CEO Wayne Pacelle stated, "As animal welfare and pet industry leaders, we have no greater responsibility than to ensure that dogs in our country are treated humanely…This unprecedented collaborative effort is an attempt by stakeholders involved either commercially, recreationally, or philanthropically with pets to deal with the worst actors in the dog-breeding trade and define types of conduct as out-of-bounds for our society."

Petland is proud of our collaborative work to bring awareness to and put an end to puppy mills. As busy public servants, you've likely not had much time to research this topic in detail nor do I expect you are very familiar with the Animal Welfare Act which was passed by the US Congress. I also suspect you have not visited a licensed USDA breeder nor have you reviewed recent research trends on shelter euthanasia. In an effort to support your intentions, I wish to share with you some critical facts that you may not be aware of:

1. While the activist disagree, not all breeders are bad. Animal rights activists dehumanize breeders, all breeders, to the point that elected officials are simply accepting this claim without question. This mindset defies logic and common sense as clearly there has to be breeders who do provide excellent care and love to their animals. Dehumanizing an entire class of society is a dangerous slippery slope and it's unfair.

2. According to the People for the Ethical Treatment of Animals (PETA) website, 70% of shelter dogs are pit bull and pit bull mixes. Pit bulls are a pure bred breed however, many families with young children, for example, are not willing to adopt a pit bull from a shelter. According to Dogbite.org since 2005 over 200 people have been killed by pit bulls. Just this summer a six year old boy in North Carolina was killed by a neighbors pit bull that was adopted from the local shelter. Petland has not and will not sell pit bulls. The local shelter is a great source

for some people, but not all people. Many shelters are now "No Kill" and Petland and the pet industry supports these efforts. As long as we are importing dogs from other countries into our shelters, no adoptable shelter dog should ever be allowed to be euthanized. Petland has proudly found forever homes for more than 350,000 homeless pets through our Adopt-A-Pet program.

3. The Animal Welfare Act only permits United States Department of Agriculture (USDA) licensed and inspected dog breeders to sell to pet stores. According to HSUS, there are an estimated 10,000 commercial dog breeders in the United States. However, only 17% are licensed and inspected by the USDA. These are breeders who volunteer to allow the federal government inspectors on to their property, unannounced. Their inspection reports and photos taken during the inspection are placed on the internet along with the breeders name and address for anyone to view. These breeders are the "best-of-the-best" and clearly are not puppy mill operations. HSUS has never provided evidence that they've ever raided a single USDA breeder.

4. According to the USDA, there are over 100 field inspectors who conduct inspections at the roughly 1,700 licensed kennels. The activist will tell you there are not enough inspectors and they reference data from many years ago to make their point. My wife is a school teacher and she will tell you that a 1:17 ratio would be a dream come true in our public schools.

5. ASPCA has stated on their website that as few as 2% of dogs are obtained at pet stores and 26% are purchased directly from breeders. Yet pet stores are the only regulated source for puppies in the United States. The 8,300 unlicensed breeders who are doing big business selling on the internet, dog auctions and roadside stands are growing their business. Again, not every family is willing to adopt a shelter dog. With pet stores representing such a minority of the sale of pets, why would the activist attack pet stores? Because pet stores provide the only tangible target for the activists.

6. Pet overpopulation is a proven myth. It's common knowledge that metro market shelters routinely import dogs from out of state and out of the country, including the local Broward County Humane Society. ASPCA has publicly established routes across the country to transport these adoptable dogs. HSUS states on their website that 83% of all adult dogs in the United States spayed or neutered. The efforts of the pet industry have drastically decreased shelter euthanasia rates through spay neuter programs. At Petland our Early Spay Neuter program was one of the first such programs in the United States.

   As a result, according to HSUS, "*The number of dogs and cats euthanized each year in shelters has decreased, from 12-20 million to an estimated 3-4 million.*" The majority of the euthanized dogs are unadoptable due to sickness, aggression and other behavioral issues. Further, ASPCA states that 20% of all shelter in-takes are dogs that had recently been adopted by a shelter.

   Further, ABC News ran a story and the USDA has provided similar data that metro shelters are importing dogs from Mexico and overseas to meet the demand of the general public's desire to own a pet. In fact, Broward County Humane Society brings in pets from out of state and offers them for adoption locally. Why would a shelter bring in out of state pets if there was an overpopulation problem? With 83% of dogs sterilized, the demand for adoptable dogs is higher than supply. To illustrate this point, imagine if 83% of all children born in south Florida today were sterilized. What impact would that have on our population growth trends in 25 years?

7. Animal rights activist claim that if you eliminate supply, demand for specific breed pets will disappear and there will be a rush to adopt at the local shelter. Yet, of the 139 community retail pet store bans, the activist have not identified (1) an increase in shelter adoptions related to a ban and (2) they have failed to name a single puppy mill that has been put out of business as a result of a ban. The reason they cannot provide this information is that it is a falsehood that pet store bans eliminate puppy mills or increase shelter adoptions. But we can provide you with names of small business owners who have lost their life savings when these bans have forced the closure of their highly regulated family business.

Passing bans in an attempt to change behavior is rarely effective. The passage of the 18th amendment was an attempt to cut off supply in order to eliminate demand. As we all know, such bans only force people to the unregulated underground black market economy. I can assure you, these retail pet store bans are sending people to the unregulated internet, flea

markets, dog auctions and backyard breeders for their desired pets. The underground black market for pets is fast becoming the new pet economy fueled by these retail pet bans.

If I can provide you with any assistance to strengthen your humane efforts, please let me know. The 21st Amendment tells us it is never too late to correct a misstep. If you'd like my assistance to bring in third party experts who can share this information with you, I would be please to support that effort.

Kindest Regards,

Joe Watson

Joseph J. Watson
CEO/President
Petland Inc.
250 Riverside Street
Chillicothe, Ohio 45601

Office: 1-740-775-2464
Cell: 1-740-466-8116

www.petland.com

5280 SW 15th Place
Plantation, FL 33317-6000
May 13, 2015

Mayor Dianne Bendekovic
Plantation City Hall
400 NW 73rd Avenue
Plantation, FL 33317

Subject: Response

Reference: Letter dated April 11, 2015 (copy attached)

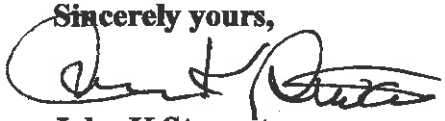
Mayor Bendekovic,

A month has passed since sending you reference letter. I personally think that in that period of time, I should have received a response from you whether positive or negative. The letter spelled out my case and gave you not only my address but phone number and e-mail address.

Since that time even Lauderhill has put a stop to the sale of these puppies. Why is it that Plantation and Davie are the only two cities that allow this type of business to continue? The law is on the books so why not enforce it and put an end to this animal abuse. On the other side, I would like to believe that Mr. and Mrs. Robert Siegle (Doggie Style Pets, Inc. d.b.a. Petland Plantation and Petland Davie) have had no influence in the decision to put this law on hold.

I am again appealing to you and the council to release the ban and enforce the law before more families are effected by this inhumane business.

Sincerely yours,



John K Stewart
954-327-5793
JKSIII@bellsouth.net

Cc: attachments

5280 SW 15th Place
Plantation, FL 33317-6000
April 11, 2015

Mayor Dianne Bendekovic
Plantation City Hall
400 NW 73rd Avenue
Plantation, FL 33317

Subject: Doggie Style Pets, Inc. (d.b.a. Petland Plantation)

Reference: Sun Sentinel article dated April 8, 2015

Mayor Bendekovic,

This letter is being written in hopes that you and the city council would reconsider the hold put on the "puppy mill law", already on the books, be removed. My wife and I are a victim in receiving one of these pups from subject business. The puppy we bought came to them from a "so-called-breeder" in Missouri, by way of a "broker" in Iowa. We purchased the pup (Siberian Husky Female, three months old) on June 29, 2014. She came with the required health certificates according to Florida Statue 828. However, no place in that statue requires hip and eye certificates from the puppy's parents to show there should be no congenital problems. These problems don't show up until the pup is anywhere from six to nine months old. This is where our problem began.

Other than bore you with a long winded letter, I have attached a complete file covering the case. It has been time consuming, costly, and a lot of suffering watching what this pup has gone through. She is much better now and making up for all those lost days of enjoying puppy hood.

My concern is to put a stop to this kind of business and protect other potential buyers from the same fate we endured and, above all, protect all the puppies. This type of business is a disgrace.

Sincerely yours,

John K Stewart
JKSIII@bellsouth.net
954-327-5793

Cc: attachments

Animal advocates hail puppy mill victory

A Yorkshire Terrier puppy at Maryell's Lovely Pets in Sunrise on Tuesday.

AMY BETH BENNETT/STAFF PHOTOGRAPHER

Rhode Island ruling upholds ban

BY SUSANNAH BRYAN
Staff writer

A federal judge in Rhode Island has rejected a pet shop's claim that a city-wide ban on the sale of commercially-bred puppies and kittens was unconstitutional.

Local animal lovers and city leaders are hailing last week's decision as precedent setting, but it remains to be seen whether local magistrates will rule likewise.

"We're hoping that Florida courts will follow their lead," said Michele Lazarow, an animal advocate and Hallandale Beach city commissioner who has championed the crackdown on puppy mills.

"Everyone is sitting up and paying attention, no pun intended."

Other federal district courts might have a different opinion, said Melanie Kahn, senior director of the Stop Puppy Mills campaign for the Humane Society of the United States.

"But district courts to tend to look at each other's rulings," Kahn said from Maryland.

"I think it's going to have widespread ramifications. Many cities hoping to pass bans have been holding off waiting for the first decision. Now many cities are going to start moving forward."

Sunrise is among at least six cities across the nation — including East Providence and Chicago — that have been sued over local laws targeting the puppy mill industry.

More than 70 cities nationwide — including Hallandale Beach, Dania Beach, Margate, Coconut Creek, Tamarac and Wilton Manors — have approved similar bans.

But Sunrise is the first city in Broward County to be sued over it.

The lawsuit was filed last year on behalf of Maria Escobar Gonzalez, a native of Venezeula who opened Maryell's Lovely Pets four months before the Sunrise ban won approval.

"That decision [in Rhode Island] is not binding on the federal courts here," said Bob Sweetapple, attorney for the pet shop suing Sunrise. "Our case is an entirely different case. The thrust of our case is still solid."

Sunrise Mayor Mike Ryan, also an attorney, had a different take.

"While it is just one ruling, the court rejected the identical legal and factual arguments made by the puppy mill industry throughout the country," Ryan said.

"As a result of this ruling alone, more cities nationwide will be inspired to pass laws aimed at stemming

See PUPPIES, 2B

PUPPIES

Continued from Page 1B

the flow of puppy mill animals produced through forced, high-volume breeding practices under inhumane conditions."

Davie, home to three puppy stores, was on the verge of approving a ban last year, but delayed the vote in light of lawsuits filed against Phoenix and Sunrise.

Plantation put its ban on hold as well.

The Sunrise case will be tried by a federal judge in July.

The city's new rules restrict pet stores to selling animals from shelters, rescue groups, humane societies and hobby breeders.

"The Sunrise ordinance favors local breeders because it requires stores to purchase from a breeder that keeps records. And they can only breed once per calendar year," Sweetapple said.

"We believe that's a classic violation of the commerce clause."

sbryan@sunsentinel.com or 954-356-4554

To: Jennifer Hathaway

From: John K Stewart

Reference: Plantation/Stewart/Remi

Subject: Check #1718

Jennifer,

Per our last conversation, you advised me that Petland Plantation was going to refund my purchase price. No mention was made that the refund was made according to Florida Statute 828.29.5C (The right to retain the animal and receive reimbursement for reasonable veterinarian costs not exceeding the purchase price). Therefore I expect the amount rendered should have included the sales tax making the amount of the check to be $1537.00.

Right now, I am concerned about the puppy's health - tomorrow being the first of two operations. I am lest concerned about Petland Plantation, J.A.K.S Puppies, Inc., and Raymond Yutzy at the moment.

Please let the record show that because I have heard nothing from the latter two means that I intend to hold all three parties involved accountable and expect full reimbursement for everything that it costs me for the surgeries, rehabilitation, lawyer's fees, court fees, and that usual one, pain and suffering on the dogs part.

The check I have in my possession will not be cashed until such time that the situation is resolved amicably.

I have attached a picture of the envelope it was received from Mrs.Siegle. I would think that it would be a little more business like to have shown a little more class than just throwing a check into a sloppy hand written envelope with no return address and white stickers stuck all over it.. And, possibly a short note with some sort of apology.

John K Stewart
JKSIII@bellsouth.net
954-327-5793 fax or phone

Date: November 5, 2014

To: Ms Jennifer Hathaway
Fax: 941-391-5413

From: John K Stewart

Reference: Plantation / Stewart - Remi

Subject: Damaged Goods

As requested, you will find attached:

1. **Puppy Warranty**
2. **Letter of definitive diagnosis**
3. **Estimated cost of surgery and treatment**
4. **Central Broward Animal Hospital invoice - x-rays - Pd $502.80 10/28/14**
5. **Broward Veterinary Specialists invoice - examination - pd $$125.00 11/3/14**

As you can read this puppy has some severe hip problems that must be addressed in a timely manner. The cost of which is expensive. There will be two operations and ten days of rehabilitation with each. It should be noted that I am wheelchair bound and my wife works three nights a week which means I will have to hire a dog-walker for those three days.
We have NO THOUGHTS about returning the dog for a replacement. We will, however, pay for all the medical needs and expect full re-imbursement for the costs either by agreement or legally.
The blame of this problem rests on the shoulders of the person(s) that received the puppy from the breeder for not requiring hip and eye certifications. The list of all the middle people that handled this puppy between Missouri and Florida is being addressed by my lawyer. Florida Statue 828.29 pretty much covers the problem. This puppy was unfit to be sold in Florida and the problem should have been determined when the pup was picked up from the breeder - Ray Yutzy.
We have scheduled the first operation to be performed November 17, 2014 at 7:30 AM. It behooves you to expedite this matter and turn it over to your insurance company.
Thank you,

John K Stewart
Email: JKSIII@bellsouth.net
Phone: 954-327-5793

5280 SW 15th Place
Plantation, FL 33317-6000
November 8, 2014

Mrs Victoria Siegle
D.B.A. Petland Plantation
801 S. University Drive Suite C106
Plantation, FL 33324

Reference: Siberian Husky 3/26/2014 pup Midnight Special/ Skyviews Dinah Puppy #384
Subject: Puppy problem - hip dysplasia

To whom it may concern:

We have a major problem with this pup, severe hip dysplasia. I want all concerned to know that I have gone into deep research to find out all about this puppy as you can see as you read the following. It is very disturbing that anyone would try to sell this pup with the underlying problems she has to the general public as a perfectly healthy well bred pup worthy of obtaining a top dollar price. It is disgusting and totally unethical

Breeder: Raymond Yutzy, Malinda Yutzy, 12485 Highway D, Princeton, MO 64673, Mercer County. USDA Certificate 43-A-5493. D.B.A. Puppy Mill
On a USDA inspection report dated June 5, 2014, there were 118 adult dogs and 55 puppies on their property and under their control.. There is no way that one could accept the fact that they knew the actual physical condition of each and every dog. Therefore, I also believe that with the number of dogs and puppies, they don't believe in selective breeding. In my case they bred two Siberian Huskies of unknown physical condition, had a litter of puppies, and in eight weeks shipped them to a broker for sale wherever. No offer of hip and eye certificates was made either by choice, not caring, or not knowing. This is a business which sells puppies as a sole source of income. This particular puppy was transferred to J.A.K.S Puppies, Inc for distribution never thinking it would come back to haunt them.

Broker: Ms Jolyn D. Noethe, USDA Certificate 42-B-0271. D.B.A. J.A.K.S Puppies, Inc., 515 5th Avenue SE, Britt, IA 50423-1930, Hancock County.
On a USDA inspection report dated October 21, 2013 there were7 kittens and 55 puppies found on the property ready to be distributed. This company is strictly a broker and in no means active in the breeding method used by the Yutzy's. Although they should have been made aware by the breeder that this particular puppy as well as all others from this litter could have congenital problems. This information was not offered to or requested by J.A.K.S.

Seller: Robert Siegle, Victoria Siegle, 801 S. University Drive, Suite C106,

Plantation, FL 33324, Broward County. D.B.A. Petland Plantation. Had this puppy in their store and sold it to me on June 29, 2014 at the age of just over three months. The pup was offered in good faith and was accepted in good faith. Everything was covered under Florida law. The price was high but thinking it was a purebred Siberian Husky it was acceptable. At this point there would be no way to detect any physical flaws in the pup.

Buyer: John K Stewart, 5280 SW 15th Place, Plantation, FL 33317-6000. After four months of having this pup also known as Remi Stewart, we noticed she had a slight limp and her gait had a definite change. We took her to our vet at Central Broward Animal Hospital. X-rays were taken and found she has hip dysphasia which is hereditary from her parents. It was recommended that we take her to a specialist for his opinion, we did and found on a scale of 10, she is a 7. She needs surgery to both hips to correct the problem. The cost to do both hips will be between $4065.76 and $5003.34. Also, we have already paid $627.80 for the x-rays and consultation.

PLEASE NOTE: The diagnosis, the estimated cost, as well as copies of the bills we have already paid were faxed to Jennifer Hathaway @ 941-391-5413 on 11/05/2014.

Here is the bottom line. Remi is due to have surgery on the rear hip on Monday, November 17, 2014 and if all goes well the second surgery on her left hip will be done a month later. There will be some rehab costs especially for a dog walker because I am confined to a wheelchair and with my wife, a nurse, working three nights a week leaves no other choice.

We have no intention of returning the dog for a replacement nor is there any chance we will accept a re-imbursement up to the amount we paid for the pup. We expect that the full amount of our cost to be paid by one source or all of you collectively. I would highly suggest you turn this over to your insurance company and consider it a liability when it comes to do business.

Time is of the essence, therefore, I expect and answer in my hands no later than Thursday, November 13, 2014 at 12 noon. If I hear nothing by then, then I plan to turn it over to my lawyer and let him pursue it. It would be fair to say if we have to go this route it will be a lot more costly for all of you.

Sincerely yours,

John K Stewart

Telephone: 954-327-5793
Fax: 954-327-5793
E-mail: JKSIII@bellsouth.net

5280 SW 15th Place
Plantation, FL 33317-6000
November 12, 2014

Mr. Raymond Yutzy
Mrs. Malinda Yutzy
12485 Highway D
Princeton, MO 64673

Reference: Previous letter follow-up
Subject: expenses

Dear Mr. & Mrs. Yutzy,

This letter is a follow-up to my recent letter. I firmly believe that all three parties involved are responsible equally to cover the costs of my pup's hip operations. It is unfortunate that it had to reach this level but it did and through no fault of mine something has to be done to alleviate the pain and suffering this pup is enduring. The cost of these two operations and rehabilitation are as follows:

1.	Central Broward Animal Hospital - assessment and x-rays	$ 502.80
2.	Broward Veterinary Specialists - consultation	125.00
3.	Broward Veterinary Specialists - operations, both hips	5003.34
4.	Rehabilitation - Dog walker - 14 wks @ $75.00/week	1050.00
	Grand Total	$ 6681.14

The rehabilitation cost is to cover the cost of a dog walker is because the dog will need plenty of exercise for about 10 weeks per hip (there will be an overlap of 6 weeks because the operations will be a month apart). My wife works three 12 hour night shifts as a nurse per week and I am confined to a wheelchair which takes me out of the equation.

Petland Plantation has agreed to cover some of the costs and now, it is up to you and Mr. Yutzy to cover your share. The pup is having her first operation on Monday, November 17, 2014 so your response time is of the essence. Also, I expect your answer to be in writing either by fax or e-mail. Phone conversations are not acceptable.

Sincerely yours,

John K Stewart
Fax: 954-327-5793
E-mail: JKS3@bellsouth.net

Cc: Ms Jolyn D. Northe

Mayor Diane Bendekovic

Dear Mayor, City Attorney and Council Members, 8/8/14

It is my hope this letter finds you all well and that you have had an enjoyable summer so far. I am furnishing a little more information concerning the USDA and Florida Shelters that report their information (as not all do) for your perusal.

I have requested your feelings about our sign holders via email and would appreciate your feedback concerning their employment since supplying you with the further information about the Cozak Foundation and the Homeless Voice program. Again, I feel this is a great way to keep homeless people employed and in a program as opposed to begging on the corners to further supply their habits.

Just a couple of weeks ago, I had the pleasure of speaking with Dr. Chester Gipson the Head of the Inspectors (the main man if you will) for the USDA at a trade show seminar. Dr. Gipson was able to shed some light on what it is that the activists are always trying to find wrong with the processes of the USDA and some of the sneaky tactics they are using throughout the country that he finds disturbing. He takes great pride in his processes, his inspectors and their systems and is working towards squashing the activists' untruths. I will be meeting with Dr. Gipson again in Chicago in September and look forward to further information from his departments to share with all of you. I can tell you that off the record, he is very insulted at the constant badgering and need to defend their abilities against the many untrue words spoken throughout the country. Dr. Gipson has requested that I obtain any information that has been supplied by the activists to my town council prior to the original pet ban in Plantation. Can Susan Slattery supply me with the documents provided I believe last December 2013 that spurred the council to put the ban on the agenda? He would appreciate me bringing those documents to the next meeting in Chicago in September if at all possible.

I want to reiterate that we at Petland Plantation are always doing our best to strive for perfection and continually train our staff and educate ourselves in our industry so that we are able to say, "we are part of the solution and not part of the problem" and mean it! I have been invited by the AKC to be part of their first ever AKC Retail Advisory Board as a member for the southeast region. I am honored to be of assistance to the AKC to better develop their current programs with our stores such as AKC Reunite, AKC Good dog, Registration/Canine Partners and AKC Health Insurance as well as newer programs to be offered in the future. The AKC has been very supportive of my breeders, welfare of my puppies and a great resource of assistance to our customers after purchase. A month or so ago I went to North Carolina for our first Advisory meeting and was very impressed with their whole program! Touring their beautiful building and seeing all their different departments, speaking with their department heads and employees and having a better understanding of what they do and how well they do it was such a great experience. To know I was a part of history, as retailers have never before been invited, was a great honor as well. Our small advisory group was so well received by all of the AKC employees we had the pleasure of meeting and working with. I look forward to our next face to face meeting in Chicago in September and am happy to share with council any new developments should anyone be interested.

As always, I invite you to our store as I would be honored to give you a tour of what we do here at Petland Plantation.

Sincerely,

Robert & Victoria Siegel

Petland Plantation & Davie

How Best To Eliminate Puppy Mills? Pet Owners Prefer tougher *Breeder Standards* Over Pet-Sale Bans.....

Pet Leadership Council Releases Study Conducted by Harris Poll as it Mounts *Effort to Defend Consumer Choice*

GREENWICH, Conn., July 29, 2014 /PRNewswire/ -- By an overwhelming margin, America's dog and cat owners say the best way to crack down on illegal puppy mill operators is not to ban the sale of dogs and cats at local pet stores, as a handful of local communities have done, but rather to enact and enforce tougher breeder standards (67% vs. 33%). The Pet Leadership Council, a coalition of pet industry leaders championing responsible pet ownership, commissioned Harris Poll to conduct an online survey of more than 2,000 U.S. adults ages 18 and older to determine Americans views on puppy mill regulations.

The Pet Leadership Council (PLC) is lending its support to efforts to enact tougher breeder standards with more rigorous enforcement. At the same time, the PLC is taking a lead role in a lawsuit that challenges a pet-store ban in Phoenix, Arizona.

"We all want to see puppy mills eliminated today," said Bob Vetere, CEO of the American Pet Products Association, one of the founding members of the PLC. "But America's pet lovers have made it clear that banning the sale of dogs and cats at local pet stores is not the best way to do it. What this poll tells us is that pet owners want tougher breeder standards so that they can be confident that dogs and cats are raised humanely and in the best interests of the animal."

Among the highlights of the poll:

- Nine in ten (89%) U.S. adults say the solution to puppy mills is to have tougher breeder standards that crack down on illegal operators
- Four in five (81%) U.S. adults say banning dog sales entirely at pet stores will not stop puppy mills from continuing
- 92% of U.S. adults report follow-up visits to breeders are needed to ensure regulations are being followed to avoid puppy mills
- Over six in ten (63%) U.S. adults own a pet; 59% own a cat and/or dog

"Puppy mills are an unacceptable problem. But pet-store bans like the one in Phoenix and more than 50 other communities across the country should be an unacceptable solution," said Ken Oh, Chairman of the Pet Industry Joint Advisory Council and PLC member.

Oh noted that pet-store bans are inadvertently driving consumers to resources supplied by the very puppy mills we all want to end. Consumers in regions with pet-store bans are being forced to purchase from unregulated sources and there is an increase in underground – and unregulated – breeders flowing into communities.

"The only thing a pet-store ban accomplishes is putting good breeders out of business and driving more consumers to purchase pets online, which compounds the problem," added Joe Watson, President and

CEO at retailer, Petland, and PLC member. "In fact, the survey finds that nearly 9 in 10 Americans say buying a dog from an unknown breeder online is not a safe way to obtain a family pet."

In May, it was announced that members of the PLC have collectively donated $125,000 to support the lawsuit brought in the U.S. District Court in Phoenix on behalf of Phoenix pet store Puppies 'N Love.

"Local policy makers should take note of the findings in this survey," said Steve King, President of the Pet Industry Distributors Association and PLC member. "Rarely do you see 80-percent of people in America agreeing on any one issue. Yet more than 80-percent of U.S. pet owners agree banning dog sales at pet stores will not stop puppy mills. We need to crack down on puppy mills, to be sure, and the PLC stands ready to help do so. But banning pet stores and stripping consumers of their rights is not the way to do it."

About the Pet Leadership Council

Leaders of the industries and professions that serve American pet owners have banded together to engage positively and vigorously on the overarching issues that affect the 82.5 million American households enriched by pet ownership with the formation of the Pet Leadership Council. The Pet Leadership Council members represent manufacturers, distributors, retailers, veterinarians and breeders — all of whom passionately and enthusiastically serve the cause of pet ownership and seek to improve the quality of life for pets and owners alike.

Survey Methodology

This survey was conducted online within the United States between June 13 and 17, 2014 among 2,035 adults aged 18 and older (among whom 1,183 are cat/dog owners) by Harris Poll on behalf the Pet Leadership Council via its Quick Query omnibus product. Figures for age, sex, race/ethnicity, education, region and household income were weighted where necessary to bring them into line with their actual proportions in the population. Propensity score weighting was used to adjust for respondents' propensity to be online.

All sample surveys and polls, whether or not they use probability sampling, are subject to multiple sources of error which are most often not possible to quantify or estimate, including sampling error, coverage error, error associated with nonresponse, error associated with question wording and response options, and post-survey weighting and adjustments. Therefore, Harris Poll avoids the words "margin of error" as they are misleading. All that can be calculated are different possible sampling errors with different probabilities for pure, unweighted, random samples with 100% response rates. These are only theoretical because no published polls come close to this ideal.

Respondents for this survey were selected from among those who have agreed to participate in Harris Poll surveys. The data have been weighted to reflect the composition of the adult population. Because the sample is based on those who agreed to participate in the panel, no estimates of theoretical sampling error can be calculated.

Contact: Steve Aaron
Allen & Gerritsen
(215) 667-8719 ext. 155
saaron@a-g.com

Humane Society Charity Rating Revoked

The Humane Society's seemingly undue influence on the legislative process last year made for an interesting story. This national, non-profit, media darling, animal rescue group was able to push through the California lead ammunition ban, as well as successfully getting all of their other sponsored bills signed into law by California Gov. Jerry Brown.

Then again, Jennifer Fearing, the Humane Society California senior state director, apparently lobbied Gov. Brown at the dog park; Fearing admitted to dog-sitting for Sutter Brown, Gov. Jerry Brown's Pembroke Welsh Corgi — while lobbying the Legislature during the 2013 legislative session. (Note: it is unclear if Fearing is still working for the California HSUS. There were job postings for her state director position recently; her Twitter page says she is with the HSUS, but the California HSUS website no longer has her listed as the state director.)

Sutter Brown, California's First Dog

New twist in HSUS

There is a new and interesting twist in the saga of this ostensible animal-loving organization, which has historically boasted about its 4-star rating from Charity Navigator: the Humane Society was recently downgraded to 3-stars, and then had its rating totally revoked.

Now, instead of a rating, there is a "donor advisory" warning that urges donors to think twice before donating to the HSUS.

Ouch.

According to HumaneWatch.org, the American Institute of Philanthropy gave HSUS a "D" grade in April 2012, its sixth consecutive "D" rating, reflecting its high operational costs and inefficient fundraising. But the Charity Navigator service continued to give the Humane Society a four-star assessment — until now.

"The Humane Society of the United States scandalously only gives 1% of its budget to local pet shelters, and doesn't actually run any rescue pet shelters of its own," reported by HumaneWatch.org. Humane Watch is the watchdog of the Humane Society.

Even more telling is buried in HSUS's latest tax return is the non-profit's admission that it made "investments" totaling $25.7 million in the "Central American and the Caribbean" region, according to the 2012 IRS Form 990 for the Humane Society.

HumaneWatch.org. filed an official IRS complaint against the Humane Society for inflating revenue on its tax return. Charity Navigator initially downgraded the Humane Society's score to a C-, and eventually revoked any recommendation or rating for charitable contributions.

IRS troubles

The 2012 tax return shows the Humane Society spend $10 million on marketing, $7 million on direct mail, more than $3.5 million on fundraising consultants, $1.8 on "print management" (brokers), and the CEO received $400,000 in salary and benefits.

The top staff and non-profit officers were paid more than $3.6 million in salary and benefits.

Total staff salaries and benefits paid for 2012 were more than $44.5 million, out of $125.7 million of revenue — nearly 30 percent of the total revenue.

Total expenses for fundraising are more than $4 million.

The Humane Society of the United States appears to be one giant fundraising and fat salary machine. And while The IRS permits tax-exempt organizations to pay executives "fair and reasonable" compensation, there is no universal standard defining fair and reasonable.

Analysis of 100,000 nonprofit CEO salaries

The highest paid non-profit CEOs — defined as paid more than 2 Standard Deviations from the mean salaries, than the average salary – represent only about 1/2 of 1 percent of all nonprofit organizations. In other words, only around 1 percent of nonprofit CEOs make a salary significantly higher than the average, according to Economist Linda Lampkin, who analyzed 100,000 CEO salaries of non-profit organizations.

Non-Profit Investments?

In June, Charity Navigator completely removed its letter grade rating of the Humane Society U.S. and replaced it with a "donor advisory." "The advisory notifies website visitors of the $15.75 million settlement of a racketeering and bribery lawsuit that HSUS was a part of last month," HumaneWatch.org reported. "You can read more about that settlement here, but the lawsuit involved HSUS money allegedly paying a witness who lied to a federal court."

HSUS moved money to several funds in the Cayman Islands include the following "investments:"

$500,000 to Ascend Partners Fund I, L.P., a Cayman hedge fund

$253,000 to BKM Holdings (Cayman) Ltd.

$8 million to Fore Multi Strategy Offshore Fund, Ltd., in the Caymans

$5 million to Hayman Capital Offshore Partners, L.P. in Bermuda

$6.7 million invested in Fir Tree International Value Fund in the Caymans

Given that U.S. Charities are supposed to provide charitable services, while for-profit businesses invest money in hedge funds to make a profit, it is quite dubious that a non-profit charity from the United States would put $26 million in offshore funds in the Cayman Islands other than to stash money.

Charity Navigator rates non-profit organizations and charities on how well they manage finances day to day. "Charities that are financially efficient spend less money to raise more," Charity Navigator explains. "Their fundraising efforts stay in line with the scope of the programs and services they provide. They keep administrative costs within reasonable limits. They devote the majority of their spending to the programs and services they exist to provide."

Charity Navigator looks at Program Expenses, Administrative Expenses, Fundraising Expenses, Fundraising Efficiency, Primary Revenue Growth and Program Expenses Growth.

Inhumane scams

Despite television fundraising commercials showing mostly mistreated cats and dogs in need of rescuing, the Humane Society does not run any pet shelters. Pet shelters are usually independent organizations. The commercials are an emotional appeal. According to HumaneWatch.org, the Humane Society only gives 1 percent of the money it raises to pet shelters, and instead spends millions on anti-farming and anti-hunting political campaigns.

The Humane Society website explains their focus, in the "About Us" page on its website:

"We work to reduce suffering and to create meaningful social change for animals by advocating for sensible public policies, investigating cruelty and working to enforce existing laws, educating the public about animal issues, joining with corporations on behalf of animal-friendly policies, and conducting hands-on programs that make ours a more humane world."

Other factoids according to HumaneWatch.org:

"A 2012 poll of over 1,000 self-identified HSUS donors found that 80 percent of HSUS's own donors think the group 'misleads people into thinking that it supports local humane societies and pet shelters,' HumaneWatch.org found. "A second poll, conducted last year, found that 84% of donors think "HSUS misleads people into thinking that it supports local humane societies and pet shelters."

HSUS regularly contributes more to its own pension plan than it does to pet shelters. An analysis of HSUS's tax returns determined that HSUS funneled $16.3 million to its executive pension plan between 1998 and 2009—over $1 million more than HSUS gave to pet shelters during that period.

HSUS is being sued under federal racketeering law. Feld Entertainment sued HSUS and two of its in-house lawyers under the Racketeer Influenced and Corrupt Organizations (RICO) Act for allegedly participating in a scheme to pay a witness who lied in court. Court documents indicate that HSUS sent at least four payments to one of the witness-paying vehicles in the alleged scheme.

CharityWatch found that HSUS violated IRS rules for three years. The watchdog group pointed out in its Fall 2013 issue that HSUS had improperly inflated its revenue. HSUS has since revised its revenue figures

Humane dog-sitting

"'I had this kind of random idea to take him out on the road for [Proposition] 30,' said Jennifer Fearing, the Sacramento-based California senior state director of the Humane Society of the United States," the Sacramento News and Review reported in "How Sutter Brown saved California." Fearing, who recently was the California senior state director of the Humane Society of the United States, and perhaps lobbied Gov. Brown at the dog park, managed to successfully get all of her sponsored bills passed in 2013.

"Fearing had dog-sat Sutter often, and even escorted him to Los Angeles once for a spay-neuter advocacy event. So last fall, when she wanted the governor's tax-increase measure to pass, both personally and for her organization, she suggested bringing Sutter into the spotlight."

"While Gov. Brown was considering signing the most comprehensive ammo ban in the country, the Sacramento newspaper published the story about how the California Humane Society lobbyist dog-sits for Gov. Brown's dog," I wrote in October.

"This could go a long way in explaining how the Humane Society has achieved favored environmental group status than any other environmental group in the last 3 years. It makes sense — their California lobbyist is the free doggy daycare sitter, and former Prop. 30 publicist, using the governor's dog."

"But AB 711 was amended at the 11th hour in a secret deal to postpone the effective date until 2019. If, according to the Humane Society, the need for the bill is really over concerns about poisoned Condors, what about the thousands of great birds which will have died by the time the bill finally goes into effect six years from now?"

Oh my. As a confirmed animal lover, I've had decades of animal rescues: scores of dogs, cats, rabbits, geese, ducks, turtles, and baby hummingbirds and hawks. But this animal lover and rescuer smells something like a wet dog in the Humane Society.

Posted by Katy Grimes on July 9, 2014.

Tags: California, California Legislature, Charity Navigator, Democrats, Government, Humane Society, Jennifer Fearing, Jerry Brown, Katy Grimes, Legislature, lobbying, non-profit organization, Prop. 30, regulations, Sacramento, Sutter Brown

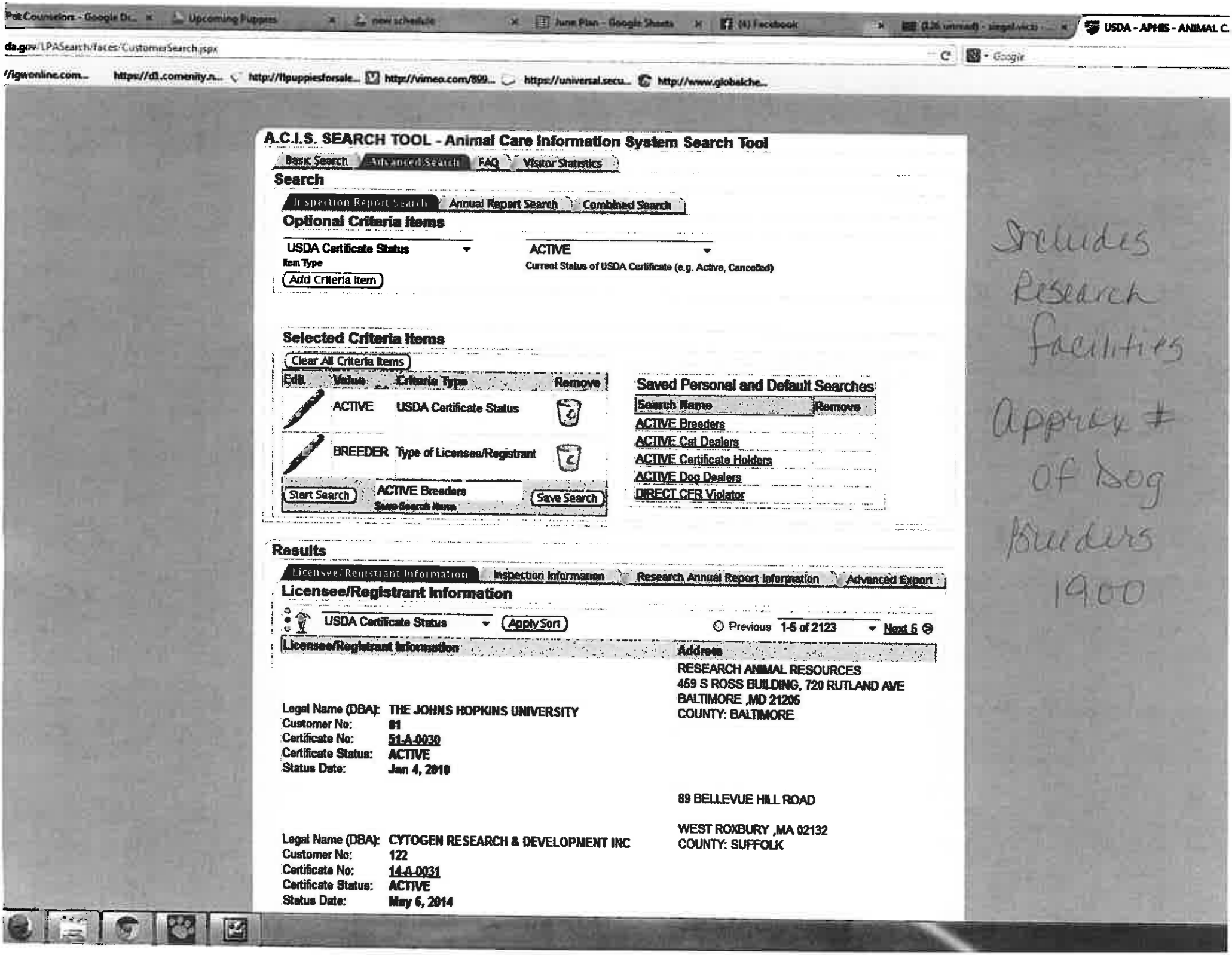
NOTICE

The Animal Welfare Act (AWA) requires that humane care and treatment be provided for certain warm-blooded animals that are exhibited to the public, bred for commercial sale, used in biomedical research or transported commercially. Entities licensed or registered with USDA must provide their animals with adequate care and treatment in the areas of housing, handling, sanitation, nutrition, water, veterinary care and protection from extreme weather and temperatures. The AWA excludes animals raised for food or fiber.

To ensure that AWA standards are being met, inspectors from USDA's Animal and Plant Health Inspection Service (APHIS) conduct routine, comprehensive inspections of licensed and registered facilities and animals – assessing all areas of care and treatment covered by the AWA. These inspections are unannounced, thereby giving inspectors a genuine sense of how licensees and registrants are caring for their animals. The noncompliant items observed by the inspector are documented on an inspection report, and these reports portray the conditions that inspectors found at the time of the inspection. The inspection reports are posted online as public information on APHIS' website.

APHIS' goal is for all AWA-regulated facilities to be in full compliance every day. Inspectors are trained to identify and document all non-compliant items on the inspection reports. In some cases, a licensee or registrant will correct a non-compliant item at the time of inspection and the inspector can document that the item was corrected on the report. Otherwise, the inspector will set a deadline for the non-compliant item to be corrected. At some point after the deadline, a re-inspection will take place. The timing of the re-inspection depends on a number of risk factors, including the nature of the non-compliant item and the overall compliance history of the facility. Although the inspector may follow up to confirm corrective action was taken, corrected non-compliant items will not show up on subsequent inspection reports.

In situations where identified non-compliant items are not corrected within the specified timeframe, APHIS takes appropriate enforcement action. Violations of the AWA can lead to penalties, including official warnings, fines and license suspensions/revocations. Completed APHIS enforcement actions are posted as monthly press releases; these releases can be found at http://www.aphis.usda.gov/animal_welfare/index.shtml.



A.C.I.S. SEARCH TOOL - Animal Care Information System Search Tool

Basic Search | Advanced Search | FAQ | Visitor Statistics

Search

Inspection Report Search | Annual Report Search | Combined Search

Optional Criteria Items

USDA Certificate Status — Item Type

ACTIVE — Current Status of USDA Certificate (e.g. Active, Cancelled)

Add Criteria Item

Selected Criteria Items

Clear All Criteria Items

Edit	Value	Criteria Type	Remove
	ACTIVE	USDA Certificate Status	
	BREEDER	Type of Licensee/Registrant	

Start Search | ACTIVE Breeders (Save Search Name) | Save Search

Saved Personal and Default Searches

Search Name	Remove
ACTIVE Breeders	
ACTIVE Cat Dealers	
ACTIVE Certificate Holders	
ACTIVE Dog Dealers	
DIRECT CFR Violator	

Results

Licensee/Registrant Information | Inspection Information | Research Annual Report Information | Advanced Export

Licensee/Registrant Information

USDA Certificate Status | Apply Sort | Previous 1-5 of 2123 | Next 5

Licensee/Registrant Information	Address
Legal Name (DBA): THE JOHNS HOPKINS UNIVERSITY Customer No: 81 Certificate No: 51-A-0030 Certificate Status: ACTIVE Status Date: Jan 4, 2010	RESEARCH ANIMAL RESOURCES 459 S ROSS BUILDING, 720 RUTLAND AVE BALTIMORE ,MD 21205 COUNTY: BALTIMORE
Legal Name (DBA): CYTOGEN RESEARCH & DEVELOPMENT INC Customer No: 122 Certificate No: 14-A-0031 Certificate Status: ACTIVE Status Date: May 6, 2014	89 BELLEVUE HILL ROAD WEST ROXBURY ,MA 02132 COUNTY: SUFFOLK

Includes Research facilities

Approx # of Dog Breeders 1900

USDA
United States Department of Agriculture

Animal and Plant Health Inspection Service
4700 River Road
Riverdale, MD 20737
Voice 301-851-4100
Web: http://www.aphis.usda.gov

News Release

Contact:
Tanya Espinosa (301) 851-4092
Suzanne Bond (301) 851-4070

USDA Restores Important Check and Balance on Retail Pet Sales to Ensure Health, Humane Treatment

WASHINGTON, Sept. 10, 2013--The U.S. Department of Agriculture's (USDA) Animal and Plant Health Inspection Service (APHIS) has revised the definition of "retail pet store" under the Animal Welfare Act to restore an important check and balance that helps ensure the health and humane treatment of pet animals sold sight unseen.

The previous definition of "retail pet store" was developed more than 40 years ago, before the Internet provided an alternate method of selling pets to the public. Some breeders were selling pet animals sight unseen, without providing an opportunity for the buyer to observe the animal prior to purchase, as was intended by the regulation. APHIS is revising the definition in its regulations to bring animals involved in these transactions under the Animal Welfare Act so that they can be monitored by our Agency for health and humane treatment.

"Requiring these breeders to adhere to the Animal Welfare Act standards is important because we know that if the federal standards are being met, the animals are getting humane care and treatment" said Ed Avalos, Under Secretary for Marketing and Regulatory Programs. "By revising the definition of retail pet store to better suit today's marketplace, we will now improve the welfare of more pet animals sold sight-unseen."

Today's announcement fulfills a commitment APHIS made in response to an Office of Inspector General (OIG) audit on dog breeders. The 2010 audit found that more than 80 percent of sampled breeders were not being monitored or inspected to ensure their animals' overall health and humane treatment resulting in some buyers receiving unhealthy pets—especially dogs. Instead, these breeders were selling pets over the Internet and claiming "retail pet store" status, exempting themselves from oversight by both consumers and APHIS.

With this regulatory change, APHIS has acted on the recommendation made by the OIG and restored the definition of retail pet store to its original intent: a place of business or residence at which the seller, buyer and the animal available for sale are physically present so that the buyer may personally observe the animal and help ensure its health prior to purchasing or taking custody of it.

Traditional, "brick and mortar" pet stores will continue to be exempt from federal licensing and inspection requirements under the Animal Welfare Act. However, Internet-based businesses and other businesses that sell animals sight unseen must now be licensed and inspected by APHIS to ensure the pets they sell to the public receive minimum standards of care.

Many animal rescue groups, pounds, shelters and humane societies will continue to be exempt from APHIS regulations. Also exempt are the following: people who breed and sell working dogs; people selling rabbits for food, fiber (including fur) or for the preservation of bloodlines; children who raise rabbits as part of a 4-H project; operations that raise, buy and sell farm animals for food or fiber (including fur); and businesses that deal only with fish, reptiles and other cold-blooded animals.

The change in regulations will also increase from three to four the number of breeding females (dogs, cats or small exotic/wild pocket pets) that people may maintain before they would be required to be licensed under the Animal Welfare Act. This will allow APHIS to better concentrate its resources on ensuring the welfare of animals at larger breeding operations. Breeders who maintain four or fewer breeding females are considered hobby breeders who already provide sufficient care to their animals without APHIS' oversight – provided they only sell the offspring of animals born and raised on their premises for pets or exhibition.

APHIS already regulates the commercial sale of pet animals on the wholesale side to ensure that animals bred at wholesale facilities are receiving humane care and treatment.

With Agriculture Secretary Vilsack's leadership, APHIS works tirelessly to create and sustain opportunities for America's farmers, ranchers and producers. Each day, APHIS promotes U.S. agricultural health, regulates genetically engineered organisms, administers the Animal Welfare Act, and carries out wildlife damage management activities, all to help safeguard the nation's agriculture, fishing and forestry industries. In the event that a pest or disease of concern is detected, APHIS implements emergency protocols and partners with affected states and other countries to quickly manage or eradicate the outbreak. To promote the health of U.S. agriculture in the international trade arena, APHIS develops and advances science-based standards with trading partners to ensure America's agricultural exports, valued at more than $137 billion annually, are protected from unjustified restrictions.

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Development of New Dog Breeder Welfare Standards Announced by PIJAC/PFI/WPA

Pet organizations tap Purdue University to craft science-based care practices.

Washington, DC (PRWEB) August 13, 2014

Today three leading pet-related organizations announced they have provided funding for a research project to be conducted that will develop independent, scientifically-validated animal care and welfare standards for the responsible breeding of dogs. The Pet Industry Joint Advisory Council (PIJAC), Pet Food Institute (PFI) and World Pet Association (WPA) have pooled resources to support a two-year research project by Purdue University's Center for Animal Welfare Science. Dr. Candace Croney, director of the Center, will lead the project.

"We are very pleased Purdue University has agreed to conduct this important research. Purdue is a leader in the study of animal welfare and ethical care practices," said Ken Oh, president of the Pet Industry Joint Advisory Council.

The goal of the research is to develop, implement as a pilot project and evaluate substantive, science-based standards for the care and welfare of dogs raised by commercial breeders.

Duane Ekedahl, president of the Pet Food Institute, commented on the ambitious timeframe of the project, "We will have new standards of care for dog breeders by the fall, and the evaluation process will begin shortly thereafter. These practices will be thoroughly vetted by experts, including breeders, and refined as necessary prior to implementation."

The first phase will be to draft comprehensive care practices for dog breeders that are based on the most up-to-date research on animal welfare science, including health, genetics, behavior, and reproductive management. Once drafted, Purdue will enroll breeders in Indiana and several other Midwestern states in a pilot project to evaluate and monitor the health and well-being of animals while the new standards are followed.

At the same time, Purdue will develop outreach programs to engage the dog breeding community and educate breeders about the standards, how to meet them and how welfare assessments are done. Stakeholders will be consulted to ensure that the standards are attainable and based on good science and ethics. The research project is intended to culminate in a voluntary audit and certification program for dog breeders that addresses the ethical obligation to protect the well-being of dogs from birth to end of life.

Doug Poindexter, president of the World Pet Association said, "We will engage stakeholders to seek their input and obtain their buy-in. For these new standards of care to be impactful, they must be adopted by the dog breeding community."

Earlier this year, Purdue University announced the creation of its Center for Animal Welfare Science with a mission to identify animal welfare challenges and approaches to alleviate them, and to educate to advance socially responsible decision-making on animal care, management, and policy.

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Purdue center to write standards for commercial care, breeding of dogs

Published on: **Aug 13, 2014**

The director of Purdue University's Center for Animal Welfare Science will lead a two-year research project to develop and test science-based, nationwide animal care standards for the commercial breeding and raising of dogs.

The goal is to provide breeders with uniform standards for dog care and well-being in all states, said Candace Croney, an associate professor of comparative pathobiology and animal science whose research focuses on the behavior and welfare of animals.

"Although many states have standards in place, they are highly variable from state to state," she said. "In addition, several factors that significantly impact dog welfare, such as their housing, have not been well studied, raising questions about the basis and adequacy of current standards. This project will help fill the gaps in regard to better meeting dogs' needs."

The public is becoming increasingly concerned that existing state laws, typically written as minimum standards, do not fully address important elements of dog care and well-being, such as health, genetics, reproductive soundness and behavioral wellness. The ethical issues involved, including lifelong obligations to the animals, must also be addressed, Croney said.

It is estimated that there are more than 78 million pet dogs in the U.S.

"Given that over 36 percent of households own dogs, breeding of dogs - particularly under conditions that appear to harm them - obviously evokes strong reactions by the U.S. public," Croney said.

The project, funded by the Pet Industry Joint Advisory Council, Pet Food Institute and World Pet Association, will draw on the varied expertise of many Purdue researchers and colleagues at other institutions. Additional support is being provided by the Science Fellows program of the U.S. Department of Agriculture's Animal and Plant Health Inspection Service and the USDA-APHIS Center for Animal Welfare.

"The multidisciplinary expertise of the team involved is critically important to addressing this problem," Croney said.

The project involves drafting comprehensive care practices based on the latest research on animal welfare science. Input from breeders, veterinary practitioners and other experts on canine care, reproductive management and welfare will also be incorporated. Then breeders in Indiana and several other Midwestern states will be enrolled in a pilot project that will include evaluating the health and well-being of dogs before and after implementing the standards.

When the standards are finalized, the Purdue Center for Animal Welfare Science will develop education programs for breeders.

"Using this approach will ensure the production and proper vetting of the standards developed to improve voluntary compliance with best practices," Croney said.

Croney said the approach also will:

* Help breeders make informed choices about participating in voluntary dog welfare assurance programs.

* Create a mechanism by which to address public concerns about commercially bred dog welfare.

* Demonstrate the pet industry's willingness to assume its ethical obligation to regulate its animal care practices.

Croney said the standards also could be adapted to enhance the care and welfare of dogs in shelters, laboratories and other commercial venues.

"It is imperative that the U.S. pet industry demonstrate commitment to animal well-being and to broad social responsibility by facilitating efforts to improve the welfare of breeding dogs," Croney said. "Capitalizing on the center's expertise in animal welfare science and ethics will help the pet industry ensure that all dogs are offered the quality of life they deserve."

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Mission creep: Dog rescues and animal shelters risk public health and safety

Escalating dog bites and illness in adopted pets signal shift in dog rescue and animal shelter adoption policies

By: **Patti Strand** Date: **07/30/2014** Category: | **Rescue** |

There was a time – and it wasn't that long ago – when humane societies and rescue groups were held in high regard. Animal welfare advocates and the public recognized their work as necessary and valuable, generally accepted their practices as appropriate and forgave their shortcomings because they were "doing God's work."

But that era may be drawing to a close as a new ideology and the end of dog overpopulation in many parts of the country cause not-for-profit humane organizations to abandon their missions and replace long-standing codes-of-conduct with irresponsible, practices like:

- placing dangerous dogs with the public,
- placing pets without screening adopters,
- placing sick dogs, and
- participating in unregulated dog trafficking, the practice of moving literally thousands of dogs from

high supply areas to areas that have solved or nearly solved their surplus dog problems.

Several trends have coalesced to cause this perversion of traditional rescue and sheltering, especially:

- nearly universal pet sterilization and the associated decline in available puppies;
- social pressure to adopt a shelter pet rather than buy a puppy from a breeder; and
- defamation campaigns waged against breeders and pet stores.

This monumental – but largely unrecognized – ideological shift allows irresponsible groups to hide behind their charity image and operate as unregulated wholesale and retail pet marketers who exploit public concern for animal welfare while endangering public health and safety.

Saving lives or endangering lives?

According to records kept by Merritt Clifton of Animals 24-7 " ...thirty-five shelter dogs ... have participated in killing people since 2010.

For some shelters, saving a dog's life has become a bigger priority than protecting the public from sick and dangerous dogs. Whether they misapply the no-kill shelter philosophy, try to achieve ever higher live-release rates, or are simply ignorant about dog behavior, a growing number of these shelters place dangerous dogs with adopters.

In previous decades, shelter workers designated dogs with serious bite histories as too dangerous for public placement and scheduled them for euthanasia. Today, that decision is by no means certain.

A recent case in Stamford, Connecticut, a city that just fired their shelter director for placing known biters, highlights the risk. According to Connecticut News 12 reports, "Dogs described as 'harmless' in advertisements were often returned for biting people. Hollywood [the shelter director] then allegedly falsified documents, allowing dogs with a history of biting to be readopted. The dogs then bit their new owners."

Unfortunately, the Stamford case is just the latest in a growing number of eerily similar situations where poor judgment and a lack of reasonable policies came together to injure or kill a member of the public. In 2003 in Newark, New Jersey, the Associated Humane Societies placed a dog that attacked and killed his new owner just 10 days after she adopted him. Investigations found that the dog had viciously attacked his previous owner and was surrendered to the shelter for euthanasia by the victim's son. The son explained the dog's serious bite history, signed the forms and paid the euthanasia fee to the shelter. Subsequently, the shelter discarded its pledge to euthanize the dog and placed him with an elderly woman instead. Perhaps they decided that the previous owner had misjudged the dog or that the vicious attack described by the victim's son would not be predictive of the dog's future behavior. Actually, however, past behavior remains the single best predictor of future behavior.

Merritt Clifton, the editor of *Animals 24-7* has monitored and logged severe and fatal dog attacks since 1982. His records shine a bright light on this disturbing trend. He reports that between 1982 and 2002 there were only four severe attacks by shelter dogs and only two that were fatal. By 2010 he reports that fatal or disfiguring attacks had soared to 18, by 2013 they shot up to 27 and in just the first half of 2014 they already total 34. His records show that "thirty-five shelter dogs … have participated in killing people since 2010." For more detail on this subject, read Clifton's excellent article.

Saving lives or trading lives? The net effect of dog trafficking

Mission creep by irresponsible shelter and rescue management also fuels dog trafficking, the massive and growing movement of rescue dogs from areas of high supply to areas where there are fewer dogs available to meet demand. Dog trafficking creates new problems for destination communities and does nothing to solve surplus and stray dog problems in the source communities. It revitalizes and fuels the development of retail shelters and cynically passes the buck from source communities that do little or nothing to deal with stray dogs and unwanted litters to receiving communities that have already spent tax dollars to contain or solve their own unwanted dog problems.

Dog trafficking doesn't improve conditions in areas still suffering from surplus dog problems.

Dog trafficking converts participating animal shelters and rescues into unregulated pet stores in a totally unregulated chain of supply that moves dogs from as far away as Mexico and Puerto into US shelters and rescues. Some northern shelters now import thousands of dogs each year, flooding the local pet marketplace with out-of-area dogs, and causing nearby shelters to euthanize local dogs. Many of these groups host adoption events in parking lots and other public places within hours or a few days of the dogs' arrival, leaving no time for evaluating each dog's health and temperament or screening the adoptive families.

Shamefully, many of these retail shelters also reject local pets in need in order to grab more attractive ones from outside their state or region. Simultaneously they often disparage local animal control agencies as "kill shelters" to give themselves a marketing advantage.

Saving lives or spreading disease?

But the problem doesn't end with the lack of accountability within the shelter-rescue continuum. The practice also threatens public health and facilitates pet theft and cruelty to animals. Authorities have found rabid dogs and stolen dogs in this unregulated adoption channel along with some of the most inhumane source conditions you'll find anywhere.

Irresponsible rescue introduces disease and parasites through dog trafficking practices.

Dogs transported en masse from the southern to northern states and those entering the US from foreign countries often carry diseases and parasites that have been locally or nationally eradicated or controlled.

Saving lives or eliminating competition?

Currently, a conspiracy of like-minded retail shelters and rescues who've had success in the commercial pet marketplace are working to destroy their competition (i.e., the pet stores that are honest enough to admit that they are pet stores). Unfortunately, they have duped many local governments into adopting their cause.

Amazingly, political leaders in Chicago and San Diego, to name a few cities, have been enticed into passing laws that force legal and heavily regulated businesses that pay taxes (i.e., pet stores) to convert their operations into this unregulated, unwarranted, out-of-control model. Claiming a moral high ground aimed at closing so-called "puppy mills," these groups cynically scam governments into mandating that regulated pet store businesses sell only animals acquired from shelters and rescue groups.

The good news

But there is a light at the end of this tunnel. Finally, mainstream shelters and rescues are speaking out

against the irresponsible actors and unprofessional practices in their industry. In an article he titled, *Think globally, rescue locally: Rescue transports – a symptom of dysfunctional shelters and rescues*, Mike Fry of the Animal Ark shelter in Minnesota lays it out. Challenging the very premise of rescue transports saving lives, he points out that the thousands of out-of-state dogs transported into Minnesota every year result in native Minnesota dogs being killed.

Responding to concerns of veterinarians and dog owners, state governments are also looking at the influx of imported dogs and responding to the challenge with regulations requiring health examinations of dogs and registration or licensing of rescue groups that import them.

And more good news: NAIA has assembled a legal team to address some of these issues proactively. Please contact us for more information at legalteam@naiaonline.org and sign up for alerts at NAIA Trust's legislative lobby center at: http://cqrcengage.com/naiatrust/app/register?2&m=8478

About The Author

Patti Strand - NAIA National Director

Patti is a recognized expert and consultant on contemporary animal issues, most notably responsible dog ownership and the animal rights movement. She often appears on radio and television and her articles on canine issues, animal welfare, public policy and animal rights have appeared in major US news publications and in trade, professional and scientific journals. Patti and her...

All Authors Of This Article: | Patti Strand |

Discussions

Reply-To: NAIAandNAIATrustMembers@yahoogroups.com

Thoughts run through your mind with each article or comment you see; the excerpt below brought back one of my most basic observations: that you cannot own a pet without becoming more human, in terms of care and consideration of everyday life and ultimately mortality. A pet's life span is usually much shorter than ours (parrots can leave the room now), and as a human, I never felt the pang of loss or the possibility of life ending before I was nearly mid-20's or so....I will not forget a high school state champion wrestler friend sobbing at the cafeteria break when he told his friends that his puppy St. Bernard had been hit & squashed by a truck in front of his home that morning. Pet ownership *means* something to children *and* adults, and it is directly related to, and rooted in, our reservations about rushing into homicidal clashes with one another, or, on a broader scale, with other countries. Life, and caring about life itself, and receiving the response that pets can give you for that care when you give it to them for the relatively short time that they can spend with us, is a micro-lesson/experience that helps enable us to handle the blow of the ultimate loss of a parent or loved one or friend.

Oh, dog tricks and sports and animal antics are fun, but pet ownership is about being human as much as it is about animal interaction. Would we be as sensitive to each other without the experience of owning and caring for a pet? I wouldn't want to find out. But others - nutty as this sounds - would. See excerpt below - she's not kidding.

"It's all about supply and demand – and ultimately the demise of domestic pet ownership. Now that shelters and rescues are the last retail places to produce and sell pets, how easy will it be for them to suddenly "expose" the source of all their dogs as nasty puppy farms. Is it too far a stretch to then imagine that they will try to manipulate the emotions they have already sensitized to simply quit demanding these miserable creatures? How better to put someone out of business than to quit demanding their product? Right now, in the animal activist world, it is immoral to own a well-bred purebred, or an unspayed or unneutered dog. If the next step is to say it is immoral to own a dog produced by a puppy farm, they are dangerously close to making all pet ownership immoral. If you don't think this is the real agenda, then you just are not paying attention." - ***From the monthly column BECOMING by Jacquelyn Fogel. ShowSight- The Dog Show Magazine – March 2014***

Financial Info about Florida Animal Shelters and Rescues taken from IRS 990 Filings

Organization	Location	Tax Year	Total Revenue	Adoption Service Revenue	Net Assets	Salaries
SPCA of Central Florida	Orlando	2009	6,574,003	663,222	6,198,243	EDO: 101,707 VP:82,590
ALACHUA COUNTY HUMANE SOCIETY INC	Gainesville	2011	833,258		1,089,527	
ALAQUA ANIMAL REFUGE INC	Freeport	2011	797,328	92,462	430,548	
Animal Aid, Inc.	Oakland Park	2011	583,293	282,525	232,115	
ANIMAL REFUGE CENTER INC	N Ft Myers	2011	534,237	21,297	1,757,849	
ANIMAL RESCUE MOVEMENT INC	Middleburg	2011	327,615		512,404	
ANIMAL WELFARE LEAGUE OF CHARLOTTE COUNTY FLORIDA	Pt Charlotte	2011	990,431	95,672	3,272,986	
Big Dog Ranch Rescue Inc	Jupiter	2011	872,581		7,266	
BORN FREE PET SHELTER INC	Key Biscayne	2011	258,186		725	
BROOKES LEGACY ANIMAL RESCUE INC	Naples	2011	70,832		-258	
Cat Depot	Sarasota	2011	828,448	69,087	150,034	
Cats Exclusive, Inc.	Margate	2011	759,393		-17,835	
CENTRAL BREVARD HUMANE SOCIETY	Cocoa	2011	2,052,242		2,026,925	Edo: 56,000
DOGS AND CATS FOREVER INC	Port St Lucie	2011	373,684	166,778	2,652,572	
First Coast No More Homeless Pets, Inc.	Jacksonville	2011	4,063,678		370,500	0
FLAGLER COUNTY HUMANE SOCIETY INC	Palm Coast	2010	938,808		1,738,228	

Financial Info about Florida Animal Shelters and Rescues taken from IRS 990 Filings

Florida Keys Society for Prevention of Cruelty to Animals	Key West	2011	857,168	10,425	929,499	
FRIENDS OF HOMELESS ANIMALS INC	Marathon	2011	481,609		112,522	
Gulf Coast Humane Society, Inc.	Fort Myers	2011	1,916,583	92,610	1,688,468	0
HELPING ANIMALS LIVE AND OVERCOME, INC	Sebastian	2011	365,090		75,378	
Honor Animal Rescue	Bradenton	2011	686,281	78,970	471,199	
HOUNDHAVEN INC	Minneola	2011	122,161		130,788	
HUMANE SOCIETY OF BROWARD COUNTY	Ft Lauderdale	2010	7,920,622		15,113,970	CEO: 211,374
Humane Society of Citrus County Florida, Inc.	Inverness	2011	105,846		123,544	
HUMANE SOCIETY OF FLORIDA INC	Bushnell	2011	204,503		32,056	
Humane Society of Greater Miami,	North Miami Beach	2010	4,285,094		7,959,341	EDO: 188,334 MD: 119,153
HUMANE SOCIETY OF HIGHLANDS	Sebring	2011	550,628	55,648	411,241	
Humane Society of Lake County Inc.	Eustis	2011	237,065	11,360	592,032	
HUMANE SOCIETY OF MANATEE COUNTY INC	Bradenton	2010	883,071	28,705	573,536	
HUMANE SOCIETY OF MARION COUNTY INC	Ocala	2011	1,248,358		2,219,060	EDO: 68,097 FD: 34,556
Humane Society of North Pinellas, Inc.	Clearwater	2011	931,586		1,480,896	
HUMANE SOCIETY OF PENSACOLA INC	Pensacola	2011	336,150	38,617	915,118	
HUMANE SOCIETY OF POLK COUNTY INC	WINTER HAVEN	2010	506,460		2,242,588	

Financial Info about Florida Animal Shelters and Rescues taken from IRS 990 Filings

Humane Society of Sarasota County, Inc.	Sarasota	2011	1,432,885	58,028	6,591,771	0
HUMANE SOCIETY OF ST LUCIE COUNTY INC	Fort Pierce	2010	1,545,643		1,423,158	0
Humane Society of Tampa Bay, Inc	Tampa	2011	4,647,172		4,234,475	ED: 82,603
HUMANE SOCIETY OF THE TREASURE COAST INC	Palm City	2011	2,499,811	97,038	4,395,529	CEO: 120,878
HUMANE SOCIETY OF VERO BEACH FLA	Vero Beach	2010	2,269,587	73,722	8,826,721	ED: 98,373
JACKSONVILLE HUMANE SOCIETY	Jacksonville	2011	3,547,547	281,635	13,588,904	0
JOURNEYS END ANIMAL SANCTUARY INC	Glenwood	2011	280,357		41,857	
LAKE CITY HUMANE SOCIETY INCORPORATED	Lake City	2011	433,187	42,718	837,922	
LEON COUNTY HUMANE SOCIETY	Tallahassee	2012	478,255	62,187	543,659	
LINENS FOR ANIMALS	Treasure Is	2011	409,116	8,631	-4,358	
MARRVELOUS PET RESCUES INC	Key Largo	2011	111,551		36,734	
NASSAU HUMANE SOCIETY INC	Fernandina	2011	321,206		338,611	
NORTH FLORIDA ANIMAL RESCUE INC	Fort White	2011	1,434,505	845	1,074,703	0
NORTH FLORIDA PEOPLE FOR ANIMAL WELFARE SOCIETY INC	Jennings	2011	270,768		3,826	
OCTAGON SEQUENCE OF EIGHT INC	Punta Gorda	2011	106,337		97,682	
PANHANDLE ANIMAL WELFARE SOCIETY INC AKA PAWS INC	Ft Walton Bch	2010	1,800,425		457,444	EDO(1): 55,360 EDO(2): 51,310
PEGGY ADAMS ANIMAL RESCUE LEAGUE OF THE PALM BEACHES	West Palm Beach	2011	5,979,368	230,282	40,300,749	Former CEO: 103,146

Financial Info about Florida Animal Shelters and Rescues taken from IRS 990 Filings

'ETLUV NON PROFIT CORPORATIO!	Brooksville	2011	2,135,692		389,585	0
ROOTERVILLE A SANCTUARY INC	Putnam Hall	2011	485,359		353,885	
SAFE ANIMAL SHELTER OF ORANGE PARK INC	Orange Park	2011	185,974		399,077	
Safe Harbor Animal Sanctuary & Hospital	Jupiter	2011	2,415,078	38,778	1,019,289	EDO: 50,000
SARASOTA IN DEFENSE OF ANIMALS INC	Sarasota	2011	157,533		108,128	
Second Chance Rescue	Bunnell	2011	115,860		-6,779	
SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS OF WEST	New Port Richy	2011	405,400		503,568	
South Florida SPCA Society for the Prevention of Cruelty to	Miami Lakes	2011	1,163,290		1,058,467	EDO: 55,191 Dir: 24,499
South Lake Animal League, Inc.	Clermont	2011	292,711	31,845	698,821	
SOUTHEAST VOLUSIA HUMANE SOCIETY	New Smyrna	2010	270,248	25,878	380,288	
SPCA Florida	Lakeland	2011	4,924,769		9,364,911	EDO: 121,240 OD: 53,044
SPCA OF HERNANDO COUNTY INC	Brooksville	2011	175,840		305,170	
ST FRANCIS ANIMAL RESCUE OF VENICE INC	Nokomis	2011	340,407	19,630	1,425,193	
ST JOSEPH BAY HUMANE SOCIETY INC	Port St Joe	2011	254,910	33,908	525,701	
Suncoast Animal League	Palm Harbor	2010	178,546		5,161	
SUWANNEE VALLEY HUMANE SOCIETY	Madison	2011	108,295		181,709	
The Humane Society Naples, HSN, HSCC	Naples	2011	3,041,174	388,627	13,425,862	EDO: 130,231

Financial Info about Florida Animal Shelters and Rescues taken from IRS 990 Filings

THE HUMANE SOCIETY OF NORTHEAST FLORIDA INC	Hollister	2011	272,037	27,416	734,894	
Tri County Humane Society	Boca Raton	2011	1,422,079	191,247	1,183,974	Int Dir: 27,500 Former CEO: 37,500
WEST VOLUSIA HUMANE SOCIETY	Deland	2011	147,753		131,621	

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PAST CHAIRMEN
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Walnut Creek, CA

Frank Koch
Pacoima, CA

Allan Levey
Secaucus, NJ

Alexandre Perrinelle
Los Angeles, CA

Elywn Segrest
Gibsonton, FL

TESTIMONY OF THE PET INDUSTRY JOINT ADVISORY COUNCIL BEFORE THE PLANTATION, FLORIDA CITY COUNCIL REGARDING A PROPOSED ORDINANCE RELATING TO "REGULATIONS FOR THE RETAIL SALE OF DOGS AND CATS" IN PLANTATION

May 20, 2014

The Pet Industry Joint Advisory Council (PIJAC) appreciates the opportunity to offer the Plantation City Council our views regarding the proposed ordinance relating to "regulations for the retail sale of dogs and cats" in Plantation. As the country's largest pet trade association, representing the interests of all segments of the pet industry throughout the United States, PIJAC counts among its members national associations, organizations, corporations and individuals involved in the commercial pet trade. More specifically, PIJAC represents the interests of pet stores, distributors, pet supply manufacturers, breeders, retailers and pet owners throughout the state of Florida and across the United States.

Let me begin by saying that no one cares more about healthy and safe pets than do PIJAC and our members. We have for many years provided a well-respected animal care certification program that is widely utilized by persons in the commercial pet trade as well as in shelters and humane societies across the country. Our association has long been recognized as the voice for a responsible pet trade, and we routinely advocate legislative and regulatory proposals establishing governmental mandates where appropriate to advance the public interest and the welfare of pets. PIJAC works closely with USDA to ensure effective enforcement of the federal Animal Welfare Act, and has since its inception. We regularly work with federal and state agencies as well as local governments to advance animal welfare interests.

Even as we have worked to raise standards of care, PIJAC has battled misconceptions about the quality of pet store animals and the sources of such animals. The unsubstantiated assertion that pet store animals generally come from substandard breeding facilities is commonly used as a smoke screen to obscure the fact that the overwhelming majority of pet owners who choose to purchase from pet stores bring home a happy, healthy pet and remain highly satisfied with their pet store experience.

The reality is that almost all pet store puppies originate from USDA licensed breeders who are regularly inspected and found to comply with appropriate care standards. By contrast, many of the dogs and cats from other sources, including rogue Internet operators, private sales, shelters and rescues, did not come from licensed breeders.

What purpose does this proposed ban serve? It doesn't protect consumers, as customers already enjoy far more protection in the law for the animals they get from pet stores than from any other source. They would merely be deprived of looking to a pet store as one of several alternatives for acquiring a pet, and in the process lose statutory protections that they currently enjoy. It doesn't protect the animals themselves. As already noted, pet store puppies are as healthy as any others and typically receive more frequent veterinary care than puppies from other sources. Additionally, consumers who buy their animals from pet stores enjoy extra protections in the event the animal purchased is sick or diseased. As well-intentioned as this proposal may be, the approach the ordinance takes is unsupported by all available facts.

Further, a retail pet sales ban indiscriminately targets responsible pet stores, while exempting others who need not even comply with the standards under which pet stores already operate. Thus, in considering a citywide retail pet sale ban, the Council risks enacting a law that will not only fail to stop the bad actors who operate substandard breeding operations, but will actually exacerbate the very problem a retail sales prohibition seeks to address. Banning the sale of dogs and cats by pet stores that are subject to strict regulation and sourcing transparency will only drive prospective pet owners to unscrupulous sellers of pets who are not licensed and are unconcerned about compliance with animal care standards.

Animals delivered to pet stores in Plantation and throughout Florida are highly regulated:

- In the state of their birth
- In the state of their distributor
- By the federal government
- By Florida when the animals enter the state
- And animal cruelty is a criminal offense everywhere

Some make the claim that prohibiting the sale of commercially bred dogs and cats in pet stores will lead to more adoptions of shelter animals. No independently developed data supports this claim. PIJAC knows that animal control facilities and non-profits are often excellent sources for pets for some prospective pet owners, though not for everyone. Many shelter animals are relinquished because of socialization or health issues. Adoption may not be an appropriate option for families looking for a certain breed of animal for health considerations. There are varied reasons why families choose the animals they do. They should have a choice and not be denied the pet that best fits their family's requirements.

Furthermore, Florida has strict pet warranty laws. People who purchase pets from pet stores in the state have ample opportunity to recover under alternative remedies if they purchase an unfit animal from a pet store. In obviating this consumer protection provided under state law, the proposal adversely impacts potential small businesses and pet owners alike within Plantation. Only pet stores provide this warranty – shelters and rescue groups do not offer a warranty.

We would also call your attention to the comments made by the Chicago Veterinary Medical Association in opposition to a similar ordinance that passed last month in Chicago: "The Chicago Veterinary Medical Association (CVMA) strongly believes that ongoing education is a much more effective method to increase pet owner awareness and bring about the desired positive change necessary to address valid concerns regarding unethical, unscrupulous breeders who are the ultimate problem."[1] Their statement cites the several more stringent protections offered to consumers who buy from pet stores as a primary reason for their opposition.

It should also be noted that just last month, a judge granted a preliminary injunction against the ban ordinance passed by the city of Phoenix, which was cited as a precedent in your ordinance's language. In granting this injunction, the court found that the city's ordinance would be likely to cause "irreparable harm" to pet store owners within the city. Until this legal challenge to the Phoenix ordinance is seen through to its conclusion, it would be irresponsible of the Board of Commissioners to pass a materially similar ordinance that could subject the county to a similar legal challenge.

1 - http://www.chicagovma.org/article/cvma-statement-city-chicago-proposed-companion-animal-and-consumer-protection-ordinance

Hyperbole and emotionalism are poor substitutes for rational evaluation of objective information in establishing public policy. PIJAC recognizes that a few substandard facilities supplying pet stores do exist, as do substandard breeders providing dogs directly to the public and, in fact, substandard shelters as well. And, our efforts to ensure humane standards of care are met in all of these facilities will continue. However, singling out pet stores for specious generalizations based on anecdotal evidence will **NOT** eliminate the existence of substandard conditions. While this may be a "feel good" approach it only diverts attention away from efforts to really accomplish effective solutions and we urge the City Council not to move forward with any proposed ordinance that targets pet stores in this way.

PIJAC is highly sympathetic to the concerns motivating this proposed ordinance, but an outright ban on retail pet sales is unjustified, harmful to the future of the local economy and ultimately will fail to better protect pets. We respectfully urge the City Council to reject the ban and not impose excessive restrictions on all pet owners by shuttering legitimate local businesses that are committed to the health, safety and well-being of the animals they - provide to Plantation families.

If the purpose of this proposal is to encourage tighter restrictions on the sources of animals coming into Plantation and Florida as a whole, PIJAC would welcome the opportunity to work with the City Council to raise the bar to ensure proper animal sourcing that protects dogs and cats. For instance, common sense solutions would require:

- Animals come from only USDA licensed sources
- Breeders sourcing animals in any future Plantation pet stores shall not have an entry on their last USDA inspection report that directly impacts animal health (these records are searchable online) – these inspection reports could travel with the animal and be made available to the customer

We would welcome the opportunity to work with Plantation to arrive at a meaningful solution to the public policy concerns related to the care of animals. By working together, we can make sure that Plantation's citizens continue to have access to healthy animals to love as pets now and in the future.

Thank you for your consideration of our views.

Respectfully submitted,

Mike Bober
Vice President, Government Affairs
Pet Industry Joint Advisory Council

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Like 5.3m Follow 76.1K followers
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Stop Puppy Mills - It Starts With YOU

Help stop this cycle of cruelty simply by choosing to adopt your next pet from a shelter or rescue.

Share 64.8K Tweet 1K 250 221

Goal: 75,000 • Progress: 53,164

Sponsored by: Humane Society of the United States

Pet stores that care about puppies don't sell them. That's because the majority of pet stores that sell puppies carry dogs from cruel and inhumane puppy mills. Puppy mills are like dog-making factories with the mother dogs spending their entire lives in cramped cages or kennels with little or no personal attention or quality of life. When the mother and father dogs can no longer breed, they are discarded or killed. **Consumers who purchase puppies from pet stores or over the Internet without seeing a breeder's home firsthand are often unknowingly supporting this cruel industry.**

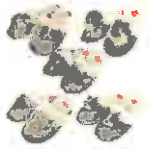
Help stop this cycle of cruelty simply by choosing to adopt your next pet from a shelter or rescue, or by only purchasing a dog from a responsible breeder who will show you where your puppy was born and raised. And that's not allyou can do even more by refusing to buy pet supplies from any store or website that sells puppies. Where you spend your dollars makes a difference. Make a statement when you shop!

Make your pledge below!

MAGGY LONDON
FASHION'S LEADING STYLE INTERPRETER
SHOP NOW
Why this ad?

For The Love Of Purple And Animals!

$18 Special Value!
Sand & Surf Beaded Sleeveless Top



On Sale!
Fuzzy Nation™ Dog Breed Slippers

$14 Anniversary Special!
Walking Paw Prints Jamawar Scarf

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All Paws Welcome Indoor/Outdoor Mat

Sign Here

Email *

First name * Last name *

Don't display my name

Address *

Address 2

City * US state *
Choose One

Country * Zip/Postal code *
Choose One

Comments (used 0 of 255 chars max)

I Pledge to Help Stop Puppy Mills

****

I will do my part by:

1. Choosing not to buy my next pet from a pet store or Internet site.

2. Refusing to buy supplies from any pet store or Internet site that sells puppies.

3. Always considering adoption first.

Signed,

Please review our Privacy Policy

* = required

Petition Signatures

Jul 26, 2014 **(Name not displayed)**

Jul 26, 2014 **Sara Salvatore**

Jul 26, 2014 **Vera Bures**

Jul 26, 2014 **Lindy Coop**

Jul 26, 2014 **Maria Tsilimidou**

Jul 26, 2014 **Clare Baumberg** The number of animals needing a home has reached crisis point this year. The governments must start a breeding licence programme. No-one is allowed to breed without permission. Something has to be done

Jul 26, 2014 **Amanda Mikalson**

Jul 26, 2014 **Elizabeth Romeo**

Jul 26, 2014 **Laura Lopez**

Jul 26, 2014 **(Name not displayed)** Save Us ! Help !

Jul 26, 2014 **Katja Loeffler**

Jul 26, 2014 **Yvonne Griffith**

Jul 26, 2014 **John Robins**

Jul 26, 2014 **(Name not displayed)**

Jul 26, 2014 **Sheyanne Stewart**

Jul 26, 2014 **Nevena Vidakovic**

Jul 26, 2014 **Heather Worob**

Jul 26, 2014 **(Name not displayed)**

Jul 26, 2014 **Nadja Remann**

Jul 26, 2014 **Robby Feinstein**

Jul 26, 2014 **Tracy Zgrajewski**

Jul 26, 2014 **Ricardo Sopena**

Jul 26, 2014 **Sergio Bernasconi** Stop Stop Stop !!!

Jul 26, 2014 **Susan Christensen** I believe everyone should rescue their pets from this abuse. There are no better or more loyal pets than those rescued.

Jul 26, 2014 **Judy Everling** Stop them from hurting any more baby,s these puppy's don't deserve it.

Jul 26, 2014 **Melissa Meier** stop them now

Jul 26, 2014 **Pamela Earl**

Jul 26, 2014 **Geraldine Iosch**

Jul 26, 2014 **Cynthia Guillen**

Jul 26, 2014 **Jenny Bennetts**

Jul 26, 2014 **(Name not displayed)**

Triple Berry Smoothie

$16.95 per box

Why this ad?

Do You ♥ Animals?

On Sale!
My life is arranged solely for the comfort & convenience of my dog.

Crazy Cat Lady Grande Mug
On Sale!

Dog Angel Coin
On Sale! $3.36

Weekly Special!
Now Only $9.95!

Paws for the Cause Shop Now!

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Jul 26, 2014 ~~Ellen Gallo~~

Jul 26, 2014 **janice wallace**

Jul 26, 2014 **Paula Carew**

Jul 25, 2014 **(Name not displayed)**

Jul 25, 2014 **gerri chapman**

Jul 25, 2014 **(Name not displayed)** We were blessed with a puppy mill dog for 3 years. Due to her abuse all her organs shut down. She was a mama dog with the soul purpose of breeding. Our dogs life was shortened. These mills need to be closed and stopped today.

Jul 25, 2014 **SUZETTE VOISIN**

Jul 25, 2014 **(Name not displayed)**

Jul 25, 2014 **(Name not displayed)**

Jul 25, 2014 **kris gata**

Jul 25, 2014 **lillian molina**

Jul 25, 2014 **(Name not displayed)**

Jul 25, 2014 **Reagan Hailey**

Jul 25, 2014 **Ms. Bradley** I have always rescued from the shelters. They are the BEST! They seem to know that you have saved them, AND given them a loving forever home. I hate puppy mills and cruelty that is behind it. Please adopt! You are saving a life & possibly your own.

Jul 25, 2014 **Linda Ramirez**

Jul 25, 2014 **Jacqueline Okuhara**

Jul 25, 2014 **Vivian Laraaa**

Jul 25, 2014 **Evan Stader**

View More Signatures ↓

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Support Veterans
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July 26, 2014 3:46:49 AM PDT

sitemap

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OVERVIEW OF "GIFTS LAW" (§112.3148, FLA. STAT.)

NOTE: Two other provisions of the Code of Ethics prohibit solicitation and acceptance of gifts in certain situations. As these laws [§112.313(2) and (4), Fla. Stat.] apply to ***all*** public officers and employees, it is suggested that you read them as well.

§112.3215, Fla. Stat., prohibits officials, members, or employees of the State Executive Branch required by law to file full or limited public disclosure of financial interests from accepting *any* expenditure from a lobbyist or a lobbyist's principal. Legislative members and employees should refer to §11.045, Fla. Stat., which contains a similar restriction.

GIFT SOLICITATION PROHIBITIONS

Each person required to file annual financial disclosure Form 1 or Form 6, including candidates for office, and each State procurement employee is prohibited from soliciting any gift from a political committee, committee of continuous existence, or lobbyist* or from a partner, firm, employer, or principal of a lobbyist*.

GIFT ACCEPTANCE PROHIBITIONS

Individuals, including candidates, required to file annual disclosure Form 1 or Form 6 (other than officials, members, or employees of the State Executive Branch and members or employees of the Legislature) and State procurement employees are prohibited from directly or indirectly accepting a gift worth over $100 from a lobbyist*, from a partner, firm, employer, or principal of the lobbyist*, or from a political committee or committee of continuous existence. (However, a gift may be accepted by a person on behalf of a governmental entity or charitable organization, provided the gift is promptly transferred to the intended entity or organization.)

GIFT GIVING PROHIBITIONS

Political committees and committees of continuous existence are prohibited from giving gifts valued at over $100 to any person required to file Form 1 or Form 6 financial disclosure (other than officials, members, or employees of the State Executive Branch and members or employees of the Legislature) and to any State procurement employee or to others on behalf of the above. Lobbyists*, as well as their partners, firms, employers, and principals, similarly are prohibited from giving gifts valued at over $100 to persons required to file Form 1 or Form 6 (other than officials, members, or employees of the State Executive Branch and members or employees of the Legislature) and to State procurement employees, or to others on their behalf, if the lobbyist* lobbies the agency of the procurement officers or persons who file disclosure.

GIFTS OVER $25 AND NOT EXCEEDING $100

Persons required to file financial disclosure Form 1 or Form 6, including candidates for office, (except officials, members, or employees of the State Executive Branch and members or employees of the Legislature) and State procurement employees may accept a gift valued at over $25 but not exceeding $100 from a lobbyist*, a political committee, or a committee of continuous existence. However, a lobbyist*, political committee, or committee of continuous existence which gives a gift valued at over $25 but not exceeding $100 to a covered reporting individual or State procurement employee must report the gift on Commission on Ethics Form 30 by the last day of the calendar quarter for gifts given in the preceding quarter. Additionally, the donor must notify the recipient at the time a reportable gift is made that the gift will be disclosed as required above.

GIFTS FROM GOVERNMENT AGENCIES and DIRECT-SUPPORT ORGANIZATIONS

State government entities, water management districts created pursuant to §373.069, Florida Statutes, the South Florida Regional Transportation Authority, the Technological Research and Development Authority, counties, municipalities, school boards, and airport authorities which lobby governmental entities may give a gift worth over $100 to a person required to file financial disclosure (except officials, members, or employees of the State Executive Branch and members or employees of the Legislature) and to a State procurement

employee if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. The governmental entity or direct-support organization giving such gift must provide the recipient with a statement describing the gift, the date it was given, and its value no later than March 1 of the following year. The reporting individual/recipient then must disclose this information on Commission on Ethics Form 10, which is to be filed by July 1 with his or her annual financial disclosure.

DEFINITION OF "GIFT"

"Gift" means anything accepted by a person or on that person's behalf, whether directly or indirectly, for that person's benefit, and for which equal or greater consideration is not given within 90 days of the receipt of the gift. "Gift" includes real property or the use thereof; tangible or intangible personal property or the use thereof; a preferential rate or terms on a transaction not available to others similarly situated; forgiveness of a debt; transportation (unless provided by an agency in relation to officially approved governmental business), lodging, or parking; food or beverage; dues, fees, and tickets; plants and flowers; personal services for which a fee is normally charged by the provider; and any other thing or service having an attributable value.

"Gift" does not include salary, benefits, services, fees, gifts, commissions, or expenses associated primarily with one's employment, business, or service as an officer or director of a corporation or organization; campaign contributions or expenditures pursuant to the election laws; an honorarium or honorarium expense; an award, plaque, certificate, etc., given in recognition of public, civic, charitable, or professional service; honorary membership in a service or fraternal organization; the use of a public facility or public property made available by a governmental agency for a public purpose; and transportation provided by an agency in relation to officially approved governmental business. Also exempted are some gifts from organizations which promote the exchange of ideas between, or the professional development of, governmental officials and employees and whose membership is primarily composed of elected or appointed public officials or staff, if the gift is to a member of the organization.

QUARTERLY GIFT DISCLOSURE BY REPORTING INDIVIDUALS

All persons required to file financial disclosure and State procurement employees must file a Form 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of a calendar quarter for the previous calendar quarter during which a gift worth over $100 was received. Gifts from relatives, gifts prohibited from being accepted, and gifts otherwise required to be disclosed elsewhere are not reported on Form 9. All other gifts worth over $100 must be reported. The form need not be filed if no such gift was received during the calendar quarter.

"Lobbyist" means any natural person who, for compensation, seeks, or sought during the preceding 12 months, to influence the governmental decision-making of a reporting individual or procurement employee or his or her agency or seeks, or sought during the preceding 12 months, to encourage the passage, defeat, or modification of any proposal or recommendation by the reporting individual or procurement employee or his or her agency. [§112.3148(2)(b)1., Fla. Stat.]

Play catch with your new best friend!

We have a large selection of adorable puppies, kittens, small animals, birds, reptiles & fish that make great friends!

Offering at Both Locations

- Many Puppies Always Available
- Holistic Dog Foods
- Premium Dog Foods
- Dog Training

Additional Offerings at Davie Location

- Kittens, Small Animals, Birds
- Reptiles and Tropical Fish
- Holistic Pet Foods
- Pet Supplies

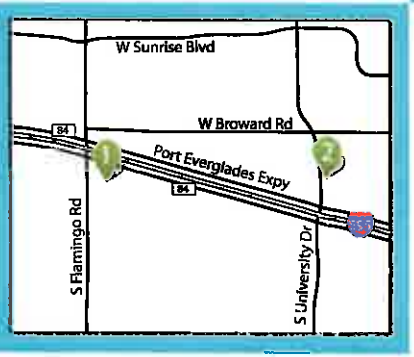
Why choose us?

- Lifetime Puppy Program
- Lifetime Training Program
- Knowledgeable Staff
- Financing Available
- 8 Years Experience
- Family Owned and Operated

Petland

Davie (Location 1)
11482 W. State Rd 84, Davie, FL 33325 • 954-474-4380
Mon – Sat: 10am – 9pm Sun: 11am – 6pm

Plantation (Location 2)
801 S. University Dr, Ste C-106, Plantation, FL 33324 • 954-616-5467
Mon – Sat: 11am – 9pm Sun: 12am – 7pm



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25% off
Create-Your-Own Special on Any One Item

Valid only on regularly-priced merchandise. May not be combined with another other coupon or discount. This coupon is not redeemable for pets, aquariums, kits, dog or cat food, or cash. Coupon may only be used once. Limit one per customer at Petland Davie and Plantation. Expires 6/30/14.

FREE
Pig ear

Limit one per customer. Valid at Petland Davie and Plantation. Expires 6/30/14.

Petland

ClubPet Savings

$100 off
Any Regularly Priced Puppy

May not be combined with any other coupon or discount. Not valid for previously purchased pets. Limit one per family. Discount taken off regular price of puppy. Valid at Petland Davie and Plantation. Expires 6/30/14.

Petland

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6332-01

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OR CURRENT RESIDENT
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PLANTATION FL 333231771

PUPP
OCT

Mayor Diane Bendekovic

From: Vicki Siegel [siegel.vicki@yahoo.com]
Sent: Saturday, May 03, 2014 1:16 PM
To: Vicki Siegel; Stoner, Lynn; Jacobs, Ron; Levy, Robert; Fadgen, Jerry; Mayor Diane Bendekovic; Zimmerman, Chris; rsweetapple@sweetapplelaw.com; Joe Watson
Subject: Re: forwarding memorandum from sweetapple law
Attachments: Commercial Breeders are NOT Puppy Mills V2.pdf

Council members,

There are 2 members that have not responded that they received this memorandum. Would it be proper for me to ask that the members who have received this to share with the members who may not have this email? I could also print and deliver if that would be recommended but these are the same council members that have not returned my voice mails and I am unsure if they have received the hard copy packets I have left either. Please advise as I am unsure of the proper protocol in this instance.

I have attached a fact sheet to this email that explains the difference of a commercial breeder and a puppy mill which I hope will help you better understand the difference.

Thank you for your assistance,
Vicki Siegel
Petland Plantation

On Thursday, May 1, 2014 5:25 PM, Vicki Siegel <siegel.vicki@yahoo.com> wrote:
Council Members,

It has come to my attention that not everyone has received this memorandum from our attorney. I have left several messages to many council members as well as several emails without response other than Mr Jacobs. I have spoken briefly with Ms Stoner as well which is how I have found out many have not received my correspondence nor that of my attorney. I have also dropped off 2 different packets of factual information for your review in the last few weeks, one in a clear binder and one in a purple folder.

I would very much appreciate if I could get a response back from each of you as receipt of this email as it is very important to me that we have some communication prior to the meeting scheduled on May 14th.

Sincerely,
Vicki Siegel
Plantation Petland

Mayor Diane Bendekovic

From: Vicki Siegel [siegel.vicki@yahoo.com]
Sent: Thursday, May 01, 2014 5:26 PM
To: Stoner, Lynn; Jacobs, Ron; Levy, Robert; Fadgen, Jerry; Mayor Diane Bendekovic; Zimmerman, Chris; rsweetapple@sweetapplelaw.com; Joe Watson
Subject: forwarding memorandum from sweetapple law
Attachments: AV LTR AND MEMO OF LAW.042214.pdf

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Vicki Siegel
Plantation Petland

Mayor Diane Bendekovic

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Sincerely,
Vicki Siegel
Plantation Petland

Mayor Diane Bendekovic

From: Melanie Kahn [mkahn@humanesociety.org]
Sent: Monday, May 19, 2014 12:32 PM
To: Slattery, Susan; Mayor Diane Bendekovic
Cc: Michele Lazarow (mlazarow@hallandalebeachfl.gov)
Subject: Response to Petland's legal threat letter re proposed sales ban - Plantation, Florida
Importance: High
Attachments: Response to Plantation Petland threat letter - May 12, 2014.docx; Plantation_Ordinance_Pet_Shop_(1st_Read).pdf; Petland Threat Letter re Plantation proposed Ordinance.docx

Hello,

Please find attached a response to the letter sent by Petland to Plantation regarding the proposed ordinance restricting the sale of puppy mill dogs.

If you have any questions, please do not hesitate to contact me directly.

Thank you in advance for your time and for your consideration.

Regards,

Melanie Kahn
Senior Director, Puppy Mills Campaign
mkahn@humanesociety.org
t 301.258.3121 c 240.404.8571

The Humane Society of the United States
2100 L Street NW Washington, DC 20037
humanesociety.org
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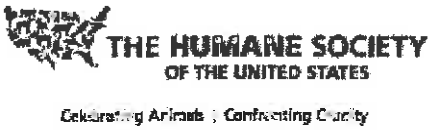


Celebrating Animals ; Confronting Cruelty

The Humane Society of the United States is rated a 4-star charity (the highest possible) by Charity Navigator, approved by the Better Business Bureau for all 20 standards for charity accountability, voted by Guidestar's Philanthropedia experts as the #1 high-impact animal protection group, and named by Worth Magazine as one of the 10 most fiscally responsible charities.

Her Name is Lacey.

Lacey sat and barked at the wall. For hours. Lacey was lost in a world of depression and deprivation. Nine years in a puppymill had left her blind, malnourished, and ill with respiratory infection, skin infection and a heart condition. And it had broken her spirit and taken her mind.

Lacey was rescued and had two months of love before she died of congestive heart failure.

In Memory of Lacey Please Help End this Industry of Misery.

Boycott Stores that Sell Puppies.

Hearts United for Animals www.prisonersofgreed.org

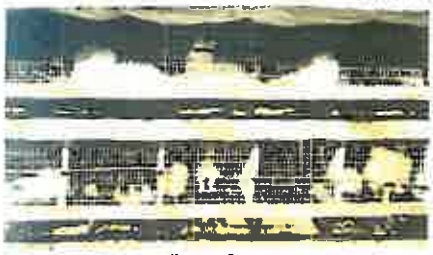
Ace is blind because of a genetic defenct. He was breeder dog in a mill in Texas.

Lancaster, Pennsylvania

Bari's head is always cocked from neurological damage.

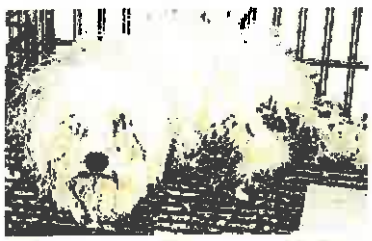
Nebraska Prison

The chain had grown into Justice's neck. It took 4 hours of surgery and 72 stitches to remove the chain.



Missouri

Lancaster, Pennsylvania



The parents of the puppies in the petstores look like Harley.

Hope

Storey's teeth had rotted away, and an abcess formed under his eye. His foot was cut off by the wires.

Nebraska

Missy had good reason to be sad. All but one of her puppies were drowned in a Missouri puppymill flood. She had a broken tooth that was impacted and a uterine infection that would have killed her in addition to parasites and heartworms.

The hernia in the pug was as large as a grapefruit.

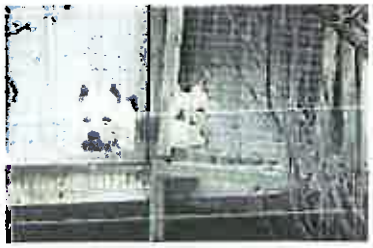
This dead puppy was going to be dumped in the trash.

Nebraska hell

Lancaster, Pennsylvania

The dog is lying down because he's dead.

Derry's jaw was broken when a metal pipe was shoved down her throat to rupture her vocal cords.



Lancaster, Pennsylvania

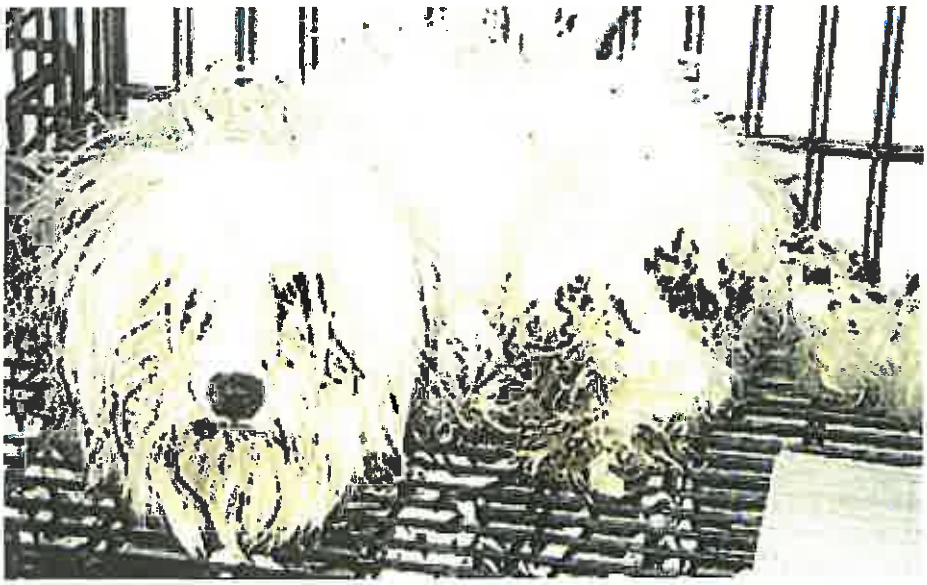
This bulldog was blind from an untreated eye condition.

New Puppy from a petstore
$1000

First year's vet bills for sick dog
$3000

New slippers to replace
the old chewed ones
$10

Refusing to buy a puppy in a petstore because it contributes to the abuse of animals imprisoned and tortured in puppymills: Priceless



This is what the parents of those cute puppies in petstores look like.

Puppymills Breed Misery

Hearts United for Animals www.hua.org www.prisonersofgreed.org

Puppymill MISERY

BOYCOTT STORES THAT SELL PUPPIES

[illegible]

Prisoners of Greed

Puppymills Breed Misery

Her Name is Hope.

She is a 6 year old Maltese from a puppymill. She weighed 2 pounds. She was extremely malnourished. Her teeth were rotten. Infection had spread through her body. Her long hair had fallen out. It was time for her to be killed. Hope has been saved. She asks you to give HOPE to millions of dogs suffering in puppymills.

Hearts United

for Animals

http://www.hua.org

The Facts About Puppymills

A puppymill is a breeding factory that seeks to maximize profits by reducing costs.

The majority of puppymills are located in seven states - Missouri, Nebraska, Iowa, Kansas, Arkansas, Oklahoma and Pennsylvania.

Over five hundred thousand puppies are born in puppymills every single year.

Female dogs are bred when they are just six months old and twice a year thereafter until their bodies wear out and they die at about four or five years old.

The puppies born in mills often have diseases, genetic defects, and emotional problems.

Many kennels do not have climate control. The dogs freeze in the winter and swelter in the summer often dying from exposure. Puppies are known to have "cooked on the wires."

The female dogs are bred so many times that their internal organs grow together.

The dogs suffer malnutrition so severe that their hair falls out.

A combination of poor food, poor conditions and no veterinary care causes their teeth to rot at early ages. Often the dogs have such extensive gum disease that their jaws rot.

Dogs often get their feet and legs caught in the wires of the cages and in the struggle to free themselves their feet or legs are ripped off.

Dogs in mills are debarked by shoving a metal pipe down their throats to rupture their vocal cords.

Medical conditions like hernias and infections are ignored.

When the dogs are used up, they are often shot, hit in the head with a rock or dumped.

Puppies born with genetic conditions or deformaties are kept and used as breeding stock because they cannot be sold.

The conditions in the mills are unrelentingly brutal and terrifying for the dogs. Many eventually lose their minds. Their eyes glaze over and they withdraw. They frequently develop repetitive behaviors like licking, biting their fur and going round and round in circles inside the cages.

The dogs become so depressed by the mind-numbing boredom of being locked in a small cage day after week after month after year that they lose their minds.

The dogs never get out of the wire kennels. They never touch ground. They never run in the grass.

Dogs are often trapped in cages with aggressive dogs and have no way to escape. Their bodies are often mutilated.

These dogs have committed no crime. They are no different than your beloved pets. They long to be free, safe, warm, and loved. Instead they are in miserable prisons suffering horrors inflicted by man all for greed.

The Petstore and AKC Mill Connection

Our research establishes that 98% of the puppies sold in petstores were raised in mills.

Many puppies purchased in petstores die from diseases shortly after purchase or suffer serious genetic problems causing heartbreak and expense.

Puppies born in puppymills are often sold to brokers who pack them in crates and ship them long distances. Many puppies die in shipment.

No reputable breeder would ever sell their puppies to a pet store. Reputable breeders care about getting the proper home for each of their puppies.

The AKC knows the conditions in the mills and they still register litters from these places. If the AKC stopped registering the puppies, the public would question the huge price tag in pet stores.

The AKC benefits financially every time a litter from a puppymill is registered.

The AKC invalidates any registration for a dog who is turned over to a shelter because they don't trust a shelter with the paperwork, but they trust puppymills selling thousands of puppies and pet stores manned by teenagers.

The AKC has registered dead dogs, female dogs as males and dogs that are clearly not the breed stated on the paperwork. They have stated that they rely on the honesty of the person submitting the paperwork. The accuracy of their records is certainly suspect.

The AKC says it is devoted to dogs but it does nothing to help the dogs who are suffering in mills. Instead they make money from the suffering.

Federal and State Regulators Accessories to Abuse

The kennel in the photo was licensed by the Commonwealth of Pennsylvania. It was inspected twice and the inspectors made no effort to shut it down. There was no heat, no ventilation, and no light inside the old stone barn. The windows had been boarded up. The dogs were very ill.

The head of the department that is supposed to enforce the kennel regulations in Pennsylvania has stated that he does not intend to enforce the regulations in Lancaster County where there are more kennels than any county in the country.

There are approximately 4000 federally licensed kennels in this country. The federal inspectors from the US Department of Agriculture almost never shut down a kennel. They rarely issue citations. They do not pursue kennels operating without license.

The state and federal inspectors do not look at the condition of the dogs.

The inspectors revise the regulations internally to minimize the requirements on the kennels.

The head of the USDA division charged with enforcement has stated that they rely on encouragement rather than enforcement. He has stated that they do not have enough inspectors to enforce the law and therefore will not enforce the law.

What You Can Do

The state and federal governments do not enforce the laws to protect the dogs. The AKC does not protect the dogs. Local enforcement officers do not protect the dogs. The breeders and brokers have huge well-funded lobbying efforts. The only person who is going to make a difference for the dogs is you. You, the people, can help them. What you can do . . .

Never buy a dog in a petstore.

Boycott stores that sell puppies and tell the store what you think about selling puppies.

Organize a protest at a petstore.

Join an organization fighting puppymills.

If you live in one of the seven puppymill states, write your local officials and ask for stronger zoning ordinances to stop mills.

Boycott Lancaster County Pennsylvania - home of more puppymills than any county in the country.

Write your state and federal representatives and ask them to pass stronger laws to protect the dogs.

Investigate a petstore and determine where they are buying the puppies.

Boycott the AKC and all their events.

Adopt a dog from a shelter or rescue.

Write a letter to the editor of your local papers. Call in to talk radio. Educate the public about puppymills.

Put up a billboard about mills in your area.

Tell everyone you know about puppymills.

All it takes for evil to prevail is
for good people to do nothing.

Visit HUA.org for more ideas.

Profiting from Pain:
Conflict Fundraising by "Animal Rights" Organizations

By Marcy Covault, ©2008, All Rights Reserved

Both conflict and pain are a part of our earthly experience—and that includes humans and other living creatures. Dealing with these and helping others is part of being humane, and we all support that.

However, there are those opportunists who use the emotion generated from painful situations to fundraise for their own purposes, and not for the benefit of the suffering. This deceit is often propagandized into an emotional "story" that pulls at the heartstrings of good people everywhere, who then support these opportunists with donations.

This is the nature of "conflict fundraising," in which some organizations literally profit from the pain of others (figuratively "living off the backs" of the victims), gaining millions of dollars through deceitful propaganda and thereby enriching those who run the organizations and furthering the oftentimes ill-understood true agenda of these organizations.

Such is the modus operandi of "animal rights" organizations, such as the Humane Society of the United States (HU), People for the Ethical Treatment of Animals (PETA), and others. More in a gray area are organizations that indeed do good work, but which have been heavily influenced by hardcore "animal rights fanatics" (ARFs) so that the agenda more and more approaches that of the anti-animal-use ARFs, e.g., as the American Society for the Prevention of Cruelty to Animals (ASPCA) and increasingly Best Friends Animal Society (BFAS).

Most of these organizations, with perhaps the exception of PETA (which made its intentions known from the beginning), were created to address true animal welfare issues in our society, but they have gradually evolved, through attraction of ARFs who had both intelligence and true charisma, into mouthpieces for animal rights propaganda, with the ultimate goal of ending animal use—pets, food, clothing, sports—you name it. If it is "animal use," they are against it. Even if one can bore down through web sites and see, in black and white, what this agenda of these organizations really is, since it's much less pleasant than the flowery propaganda put out by the organizations and almost unbelievable in its extremism, donors may ignore the truth staring them in the face.

Conflict fundraising—noble OR nefarious

During times of human conflict, fundraising to help those in distress and pain is admirable and supported by the majority of people. Many nonprofits have grown to fill a need to perform as the "Florence Nightingales" of civilized society, and they are considered worthwhile and laudable. It has been a natural progression. With the rise of global communications via television and then the internet, contacting more and more people to hawk one's wares or support one's cause, has quickly been refined with sophisticated marketing and propaganda tools, and there are firms that specialize in not only creating an "image" for a company, but also in influencing large numbers of people to support and promote a company. Fundraising is part and parcel of that, but to the extent that an organization (usually a "not-for-profit" entity) exploits a segment of the population or living creatures under human stewardship, that organization is NOT noble, and in fact is truly "living off the backs" of the animals of whatever target group it is terrorizing.

Survival of the fittest—nature's way

Most of us have heard this from the time we are small, whether through nature shows or especially if we are raised in a country environment, where life and death are played out close by, often in front of our eyes. We learn that both life and death are natural, that it isn't a perfect world, and that no one can guarantee fairness. We also hopefully learn to respect and cherish all life and to accept the realities of pain and death. What is objectionable is when the organizations that thrive in society are ones that cause pain rather than assistance to the helpless, and that includes such conflict fundraisers as the HU, as Wayne Pacelle stated (and has been trying to backtrack and qualify as taken out of context), "We have no trouble with the extinction of domestic animals. They are creations of man."

Conflict is a part of life—with conflict resolution

As social beings, humans interact with others, and there will be conflict and conflict resolution. (Animals do more simplistically a similar thing when deciding on territory and mates, as well as hunting grounds.) On a global level, people start wars and end wars—and there are many innocent casualties—always. Nevertheless,

that seems to be the "nature" of humans from the time of remembered history. However, those organizations that employ "conflict fundraising" strategies would be foolish to try for true conflict resolution as that would dry up their fund-raising. So, while they say they are trying to help animals, for example, they are fully aware that they are not doing what it would take to truly make a positive difference toward animal welfare resolution. In that sense, they are charlatans and frauds, and certainly NOT "humane."

"True believer" followers—conflict zombies

Like rats following the pied piper or lemmings going over a cliff into the sea, the "true believers" in humans seem to have one overriding purpose, and that is to follow their perceived leader, period. One of the most notorious examples is the mass suicide via poisoned Kool-Aid of the Jimmy Jones religious cult. Unfortunately, those who are "true believers" of the conflict opportunists are often also following blindly, like unreasoning zombies, assisting those who use conflict for self-gain (whether money, power, control, or all of these). If there is a small kernel of truth in something that a conflict fundraising organization says—and they do make sure they wordsmith so that a kernel of truth resides among the misstatements and lies—the "true believers" grab onto that kernel to justify continuing to follow these organizations, in actuality aiding and abetting conflict and acting as unreasoning zombies.

Preying on the naive—an unacceptable practice in society

The negative terms, like "loan sharks" and "child predators," catch people's attention, and most understand the predator/prey concept in these as applied to humans. What is less well understood is how "animal rights" groups prey upon the general public's emotional reactions to "animal welfare" situations. Instead of addressing a single issue of animal cruelty and the most humane way to deal with it, the group uses the situation as a springboard to make a broad-brush statement about a particular class of animal owners (even if it's a tiny percentage) in order to push their anti-breeding, anti-animal-use agenda. If you really analyse how these groups attack the occasional animal abuser, they are more interested in using the situation for, guess what, conflict fundraising. "Donate now to help the Katrina animals," was a conflict fundraising plea used by HU, which is under investigation because they supposedly used very little to help the animals. It is alleged that most went into the general coffers for huge executive salaries, a top-notch PR firm for image, and for more lobbyists in Washington to push their agenda.

Using conflict fundraising—furthering agendas with no solutions

Money usually means power—and control. Touting a goal to become the "NRA of animal rights," HU CEO, Wayne Pacelle, has led that organization towards that goal in the past few years. Gobbling up other AR organizations, including Farm Sanctuary and Doris Day Animal League, the HU has become the largest animal-rights-in-a-suit organization, using a top PR firm to raise its image as the "animal protection" and "animal expert" go-to organization, despite the fact that its CEO is a confirmed vegan, and some of its so-called experts have less-than-stellar backgrounds with groups that use intimidation and sabotage to try to coerce animal-use companies to either stop the use or compromise to what the AR group is asking this year. A prime example is the closing of the remaining horse slaughter plants in the U.S., the federal ban on horse slaughter for human consumption, and pending legislation against selling horses out of the country for human consumption. Instead of addressing solutions that would make slaughter more humane (as Canada has done, and Mexico has NOT), a massive PR campaign by the AR giants have portrayed the horse as a faithful companion that helped us settle this country, and that is was unacceptable that foreigners were wanting to eat them! Oh, and slaughter is an inhumane way for our "companion animals" to go. And now that negative consequences are occurring, the next step is exclaiming that there is "overbreeding of horses, so we must control breeding." And even horse people are pointing fingers at each other as culprits and "overbreeders"—thereby aiding and abetting the AR long-term strategy. This diviseness among animal owners is what the ARFs count on! [see: http://www.naiaonline.org/library/Animal_Rights_Win_Horses_Lose.htm]

Conclusion

So long as the public refuses to see what such organizations and the individuals working for them truly have as an agenda, these AR organizations will flourish, amass more assets, lobby towards their agenda, and truly wreak harm on animals and animal owners alike. It is unlikely that Americans will stop animal use (food, clothes, pets), BUT by the time enough people realize what's happening, there will have been many more thousands of animal and human casualties! Does that describe an organization that cares about animals OR humans? A resounding NO! Does it describe an organization that uses "conflict fundraising" to further its agenda, no matter how many animals or humans are steamrollered out of existence? You bet!

Hialeah Pet Rescue Operator Charged With Animal Cruelty

South Florida Crime

MIAMI (CBSMiami) – A woman who ran a pet rescue in Hialeah has been charged with more than 50 counts of animal cruelty after police found the animals living in filth in a small warehouse. The woman is likely facing more charges after police found scores more animals – some in grave condition – at her home in North Miami-Dade on Thursday.

Bond in the Hialeah case was set at $5,000 per count resulting in a total bond amount of $265,000.

Investigators said Gisela Tacao, 40, got most of the animals from the private rescue agencies which received them from Miami-Dade's Animal Services.

Tacao started Gigi's Rescue in January 2011 at the warehouse on the 200 block of West 24th Street. Over the next year-and-a-half she reportedly began hoarding the animals at the warehouse.

Hialeah code enforcement checked out the warehouse in 2012 after neighbors complained. They reportedly found 120 dogs and cats living in "deplorable conditions" in the poorly ventilated warehouse, according to the Herald.

Last year, Hialeah police were called to the warehouse after witnesses reported that the animals did not appear healthy. Inside the facility they found "dogs and cats everywhere, some were in cages, but most were not and feces and urine was on the floor all throughout the building," according to the arrest warrant.

There was also an area in the building that had been set up as a living space.

"Complaints based on the conditions at this site (specifically dealing with the visible presence of feces and urine throughout the building and the resulting stench that permeated the area) and based on the poor physical condition of the animals housed at the site (numbering anywhere between 100-200 animals), led to the eventual removal of the animals. 53 animals were given a physical examination which resulted in the 53 criminal charges," according to a statement from the Miami-Dade State Attorney's Office.

"This case is a perfect example of the old adage that the road to hell is paved with good intentions," commented Miami-Dade State Attorney Katherine Fernandez Rundle. "These animals were living in the worst of circumstances, sadly waiting to be rescued from their supposed rescuer. Such neglect is not a mistake, it is a crime."

When officers went to Tacao's residence in North Miami Dade on Northwest 81st street to serve the Hialeah warrant Thursday, they discovered some sixty animals inside the residence. Among them was a Chihuahua-type dog reduced to skin and bone.

"We don't know if she's going to make it," Said Cira Leslie of the group Better Life Rescue.

Another small dog had severe eye infections, many looked malnourished and dehydrated. A gray tabby cat was removed from the home with a grotesquely broken right front paw. The cat meowed pathetically as it was brought out in an animal carrier.

Tacao is considered a "serial" animal rescuer by those familiar with her history.

"People like Gisel are taking in these dogs so they won't be euthanized at animal control," said Stacy Narcisse of the organization Get A Life Pet Rescue. "But the animals are suffering inside her home."

CBS4 News profiled Tacao's efforts on behalf of animals that are difficult to adopt out, in a story reported in March, 2011.

"If no one else takes them," Tacao said on March 29th, 2011, "They're going to be put down."

Hialeah Police Det. Frank Caldara, who went to arrest Tacao on the Hialeah charges Thursday, discovered the scores of animals at her Miami-Dade home.

"It's heart breaking," the detective said. "I have two small dogs and this is heart breaking." He said people like Tacao think they're doing good but are overwhelmed.

Steve Stuart, who described himself as a good friend of the suspect, said she "took all the sick and injured dogs from Miami-Dade because they were going to be put down."

Stuart said Tacao loved the animals she tried to save and gave her last measure of personal and financial effort to them.

"She cared for them, she went to the vet with them, she spent every cent she had on food and vets," Stuart said.

Hialeah police said Gigi's Rescue was not a certified nonprofit animal group so Tacao could not get animals directly from the county's animal shelter. Instead she used private rescue groups to obtain the animals from the county for her.

Police on Thursday said Tacao would likely face more charges in connection with the animals recovered from the Miami-Dade house, animals that she so much wanted to help but, in a Shakespearean-like irony, loved some of them… to death.

4/21/14

Tried to fax, but wasn't going through.

We are in need of a replacement Health Certificate for a female Boston Terrier, 4-5 mo. old, purchased by Mr. Daniel Barrera (his signed release, giving the dog over to us, is attached).....M/C # 0A02204074 Home Again.
We do not need anything of a proprietary nature.....just don't need to stress the pup out any more than she already is.
We appreciate your help with this. A scan can be sent to me at this address, or a fax to: 561/431-0412. Please get back to me to let me know what to watch for.

Thanks again,
Carolyn
Carolyn Sanislo
Treasurer/Director
Boston Terrier Rescue of FL
561/495-4920
561/573-0447
flbtresq1@aol.com

Hi Carolyn,

This is Vicki the owner of Petland, Kelci one of my employees just explained the situation with this puppy. It is so sad that a domestic dispute would put a puppies life in danger and I will be happy to send over the health certificate but wanted you to know that we will take this puppy back and find it a nice home if you should so choose. We never want any of our pets to burden a rescue or shelter so please let me know if you would like us to help rehome this puppy.

Regards,
Vicki
Carolyn then called and I told her one of our employees would love to give this puppy a great home. She refused our offer of rehoming this puppy or allowing me to take possession of the puppy. She spoke of the adoption fee and background check etc.. She said the rights of the puppy are signed over to her rescue. I asked for that in writing

Thank you so much for your offer, Vicki, but since she is already "in the system", and we have plenty of Boston people waiting, we prefer to placing her through Rescue.....and will stand behind her for life, as is our policy.

If you could supply us with a copy of her original health certificate so that we don't have to re-vaccinate.

Thank you again for your help with this little girl.

Carolyn

Carolyn Sanislo
Treasurer/Director
Boston Terrier Rescue of FL
ph 561/495-4920
cell 561/573-0447
fax 561/431-0412
flbtresq1@aol.com
www.flbostonrescue.com

State assemblyman will introduce legislation to protect carriage-horse industry Assemblyman Gary Pretlow (D-Westchester) plans to introduce legislation in Albany on Friday that would prevent the city from reducing the number of horse-drawn carriage licenses it issues. It would also declare that it is not inhumane for a horse pull a carriage.

BY Glenn Blain

NEW YORK DAILY NEWS

Published: Friday, April 18, 2014, 2:17 AM

efferson Siegel/New York Daily News In an effort to keep New York City's carriage-horse industry alive, Assemblyman Gary Pretlow (D-Westchester) plans to introduce legislation in Albany that would block the city from reducing the number of horse-drawn carriage licenses it issues.

ALBANY — The battle to save New York City's city's iconic carriage horses has reached the state Capitol.

Assemblyman Gary Pretlow (D-Westchester) plans to introduce legislation Friday that would block the city from reducing the number of horse-drawn carriage licenses it issues.

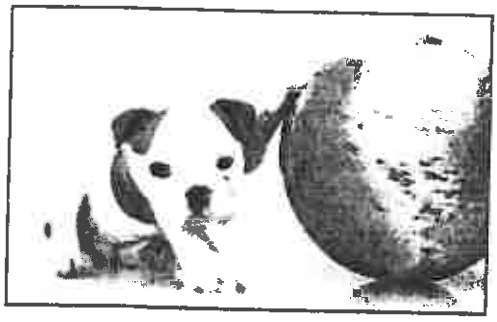
The legislation would also declare that it is not inhumane for a horse pull a carriage.

"You can't just say we don't like your industry anymore and we are going to stop giving you licenses," Pretlow said.

"You can't just say we don't like your industry anymore and we are going to stop giving you licenses."

Pretlow, chairman of the Assembly's Racing and Wagering Committee, said he wants to protect the jobs of carriage drivers and the lives of the horses.

IMPORTATION
of Dogs into the U.S.



- As many as 300,000 puppies a year are imported yearly based on early estimates; *Source: G. Gale Galland, Veterinarian Center for Disease Control Division of Global Migration and Quarantine 2007;*

- 199,000 dogs entered the US from Mexico in 2006 alone; *Source: Center for Disease Control report 2006*

- Not counted in the CDC's estimated number of imports are dogs brought into the US from Mexico by other groups such as Compassion Without Borders (which partners with another group in Albuquerque, New Mexico to bring MexiMutts into the U.S), United Hope for Animals in Southern California, BlueRoadRunner, and SAMM (Save a Mexican Mutt), or are only a handful of such groups bringing dogs into the United States from Mexico *Source: TheDogPlace*;

- Also not included are organizations (i.e. Islanddogs), which relocate dogs from Central America or the West Indies (i.e., AARP which has a subsidiary corporation in Florida);

- Estimates are that 10,000 puppies entered San Diego County from Mexico in just one year. Some dogs only a few weeks old are sold for $1,000 each in shopping center parking lots on the street. *Source: California Border Puppy Task Force;*

- Of those 300,000 imported dogs, approximately 25% are either too young to be vaccinated, or lacked proof of valid rabies vaccination;** At a recent NAIA conference, it was reported that one litter of puppies was found to have been spayed and neutered before their eyes had even opened;

- Import trends suggest that an increasing number of unvaccinated puppies are being imported into the United States, mostly through commercial resale or rescue operations." **

***Source:* The Division of Viral and Rickettsial Diseases of the Center for Disease Control in a filed report regarding Importation of Dogs into the United States;

- Although most shelters use the issue of 'pet overpopulation' to raise funds, … few of them have sufficient records to support the term. In fact, a major impediment to solving the US stray and surplus pet problems is the lack of reliable shelter statistics. *Source: Patti Strand, NAIA;*

- The average person is largely unaware of massive importations of dogs, such as the Sato Dog Project (championed by PETA). According to their own records, the project had already imported 14,000 street dogs from Puerto Rico by 2003, and 100-200 dogs are still brought in monthly and sold for $200- $250 a piece. Critics maintain that rescuing these dogs does little to reduce the problem of stray dogs in Puerto Rico and ***ends up fueling overcrowding at the U.S. shelters.*** *Source: NBC News.com;*

- Since 2006, the importation numbers per year have [likely] doubled. Importation from Canada, Mexico, Central America and the West Indies, where no regulations are required, continues on a daily basis. *Source: L.D. Witouski, AKC judge with an Associate Degree in Law, AKC Legislative Liaison and Editor of The Dog Place;*

- In Colorado, shelters and rescues imported more than 13,000 dogs for adoption during 2011 alone, displacing local Colorado dogs. *Source: Colorado Department of Agriculture*

HUMANEWATCH.ORG
Keeping a watchful eye on the Humane Society of the United States

Apr 03 2014

More Misleading HSUS Fundraising

The Humane Society of the United States does not run a single pet shelter and gives only 1 percent of its money to local pet shelters. Despite the common misconceptions among the general public and HSUS's own donors, HSUS claims that its fundraising isn't deceptive. New documents cast doubt on that defense.

The Massachusetts attorney general publishes online contracts between charities and their solicitors or fundraising counsel. It also requires these companies to file forms with information about how much money from a campaign is expected to go to charity, and how much *donors are told* will go to charity.

There's a disparity in some cases.

Fine Line Communications runs HSUS's in-bound call center for a fee, and tells the Massachusetts attorney general that HSUS will receive 10% of the gross receipts of the money it raises. But then, in the very next line, states that it will tell prospective donors that "approximately 90% will go to the charitable organization."

Form 10A

8. Anticipated duration of solicitation (MM/DD/YYYY).

Starting date: 11-8-13 | Ending date: 6/3/2015

9. Projected gross receipts to be raised by this solicitation: $ 300,000

This figure is (check one):

✓ Stated in written contract/agreement ____ Estimate/estimate range not stated in contract

10. Approximate percentage of gross receipts that the charitable organization will receive or retain: 10 %

This figure is (check one):

✓ Stated in written contract/agreement ____ Estimate/estimate range not stated in contract

11. If prospective contributors ask how much of their contributions will go to the charitable organization, what will they be told?

APPROXIMATELY 90% WILL GO TO THE CHARITABLE ORGANIZATION

It doesn't take a math whiz to see that things aren't right. This contract goes through June 2015.

Here's Donor Services Group, which has a contract with Humane Society International (based out of HSUS's office in Washington, D.C.).

Form 10A

8. Anticipated duration of solicitation (MM/DD/YYYY)

Starting date 1-14-14	Ending date 4/30/14

9. Projected gross receipts to be raised by this solicitation: $ 27,000

This figure is (check one).

✓ Stated in written contract/agreement ____ Estimate/estimate range not stated in contract

10. Approximate percentage of gross receipts that the charitable organization will receive or retain: 2 %

This figure is (check one).

✓ Stated in written contract/agreement ____ Estimate/estimate range not stated in contract

11. If prospective contributors ask how much of their contributions will go to the charitable organization, what will they be told?

100% of your donation will go to the charity. DSG receives a flat fee, regardless of whether you donate or not.

The charity will receive 2% of the gross receipts, but prospective donors are told that 100% of their donation will go to charity.

That's certainly misleading. It may be technically true that 100% of the proceeds go *first* to the charity, which *then* pays the solicitor 98% of the proceeds. But when people ask how much money will go to charity, they mean net gain of the campaign.

And then there's Donor Care Center, raising money for HSUS:

Form 10A

8. Anticipated duration of solicitation (MM/DD/YYYY).

Starting date: 3-15-14 Ending date: 3-14-14

9. Projected gross receipts to be raised by this solicitation: $ 45,500.00

This figure is (check one).

✓ ESTIMATED Stated in written contract/agreement _____ Estimate/estimate range not stated in contract

10. Approximate percentage of gross receipts that the charitable organization will receive or retain: 0 05 %

This figure is (check one):

✓ ESTIMATED Stated in written contract/agreement _____ Estimate/estimate range not stated in contract

11. If prospective contributors ask how much of their contributions will go to the charitable organization, what will they be told?

SEE ATTACHED SCRIPT

If cost of phone call:
We do not charge The HSUS a percentage of what they raise. We charge a flat fee for our services In this case, the cost to The HSUS is roughly $2.20. It is our best estimate that The HSUS will receive at least 50% of the funds raised on this campaign

Starting to get the picture?

People who support the Humane Society of the United States think their donation will help cats and dogs. But much of that money never reaches pet shelters *or even HSUS*, instead winding up in the pockets of for-profit solicitors who use misleading statements. HSUS knows this; it agrees to the contracts.

CharityWatch, an independent watchdog, gives HSUS a "C-minus" grade and finds that up to 45% of HSUS's budget is spent on overhead. But if you asked the HSUS solicitor on the phone, you might not ever learn that.

Posted on 04/03/2014 at 4:59 pm by Humane Watch Team.

Topics: Main

Permalink

Tweet

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HumaneWatch (just like every pet shelter in America) is not affiliated with the Humane Society of the United States. Any confusion related to perceived similarities is unintentional.

5 Comments HumaneWatch

Sort by Best

Join the discussion...

Avatar **Dannielle Romeo** •
how can this not be considered outright FRAUD?
• Reply • Share

Avatar **WickedCats** •
Shameful.
• Reply • Share

Avatar **fearnot** •
share share share
• Reply •

Avatar **Steffanie Goltra Byrnes** •
I urge people not to donate to the Humane Society or ASPCA shelters either. I worked for a LA shelter, and took classes at both agencies. They are just better at hiding the ugliness of their euthanasia. I think people should donate to legitimate rescues and animal sanctuaries. I would donate and volunteers at these shelters, and especially high kill shelters, because this gives the animals the best chance to be adopted. I am sorry, I do not agree with their ridicules adoption policies, and no kill shelters often refuse to take strays in the area, because they are to crowded. I also think it is wrong when these organizations refuse to help low income people in their community with vet care. Often, the employees will force the owner to give up ownership instead of working with the owner. These organizations do receive donations, and there is no reason they cannot help out pet owners out, especially in this economy.
As for The Humane Society, is disgusting and wrong. The organization is fraudulent and they should shut down and the profits given to different actual animal organizations. Why would they have a CEO that hates animals and flaunts it, and supports known animal abusers!? I hope he burns in hell!
•

Avatar **MisterCadet**
The Humane Society of the United States does not run a single pet shelter anywhere in the world! The ASPCA runs just one, in New York. Wayne Pacelle has denigrated the No-Kill Shelter movement and it's leader, Nathan Winograd for a decade and HSUS is still actively sabotaging No-Kill legislation across the country. Dog and cat misery fundraising is their biggest cash cow and HSUS doesn't want it to end. Good shelters do not exploit the suffering of animals in fundraising and infomercials. Real animal lovers

respect the dignity of these animals and work to end their misery as quickly as possible. HSUS steals credit for that work and stuffs it's pockets and bank accounts - here and in the Cayman Islands - with that stolen money. Evil.

Wayne Pacelle is a pathological liar who is morally and psychologically unfit to run a lemonade stand, much less a giant fundraising and lobbying factory posing as "the leading animal welfare organization" in the country. HSUS "helps coordinate" assistance to low-income people in some cities, while claiming to "provide" the vet care, behavior training and other services. HSUS then fundraises off these false claims, exploiting both animals and low-income people.

Animals and their caretakers need direct - not indirect - help. Money, not legislation that Pacelle and his minions claim will help shelters. Cash, not $25,000 shelter evaluations, an expensive trade show for shelters, $399 euthanasia training videos, and the worthless Humane Society University, which is more expensive than Harvard, and deserves to close (and may do so soon). HSUS sucks more money out of local communities than any other charity - in ANY cause - in the country. Evil.

On a brighter note, check out the work of Red Rover, particularly it's Lifeline Program. With a tiny fraction of the budgets of the behemoths, Red Rover gives direct grants to pet owners in need, especially in crisis situations. They have been doing this for at least ten years, and have many more requests for assistance than they can meet. Red Rover uses no professional fundraisers. HSUS keeps those professional liars-for-hire in business.

Our donations to Red Rover and other worthy animal charities will meaningfully help animals.

Pets

Millions of Americans own a pet or two or more, and millions more have contact with someone else's pets. Dogs and cats are most popular, but many owners prize birds, rabbits, Guinea pigs, hamsters, rats, mice, snakes, lizards, tropical fish and just about any other creature found on the planet. You don't have to look far to find a small and equally passionate segment of pet owners who prefer captive-bred exotics such as tigers, lions, and other wild cats or bears, wolves, monkeys, chimpanzees, and other non-traditional pets, even though ownership may be complicated by laws that restrict or ban possession of animals categorized as dangerous.

The NAIA Trust Statement on Pets (http://www.naiatrust.org/POS/pets.htm)

NAIA's Position Statement on Pets (http://www.naiaonline.org/about-us/position-statements/pet-ownership)

Pets are often the only contact most Americans have with animals, and pet owners spend hundreds of millions of dollars annually on food, supplies, vet care, toys, boarding, grooming services and more for their charges. Pets provide psychological and medical benefits, and most pet owners consider their dogs, cats, birds and other animals as family members and treat them with care, respect, and love.

Some pet owners become more involved with their animals. Dog owners in particular have a world of opportunities at their doorsteps: they can participate in general events such as obedience and agility trials or all-breed conformation shows and breed-specific events that test the dog's instinct to hunt game or vermin or herd livestock. They can join clubs of like-minded dog owners; get involved in pet therapy work; or join a group that trains dogs for search and rescue.

The vast majority of NAIA members and supporters own pets and work to preserve the joys, benefits, and rights of pet ownership. We see that pet owners are often targets of propaganda from organizations pushing laws and regulations against breeding and selling animals, a growing list of agricultural practices, hunting, animal-based research, and a host of other efforts to fracture the complex human relationship with animals. These groups rely on the emotional connection between pets and owners to sway opinions and votes in their favor.

NAIA urges pet owners to recognize agendas that may lie behind these campaigns, an agenda that separates humans and animals and denies our choice of diet, pets, entertainment, leisure activity and medical progress. We stand with responsible pet owners and the groups and clubs that serve them by acknowledging the positive aspects of pet ownership and opposing arbitrary laws that limit pet numbers, restrict or ban certain breeds, stigmatize pet breeding with high fees and permit requirements, replace the rights of ownership with government-controlled "guardianship," and place blanket prohibitions of ownership of exotic pets regardless of the facilities provided or the expertise of the owner.

Issue Related News

Let's Make Shelter Pets a Memory, not a Mascot (./app/document/837547)
Articles
Celebrate the people involved in animal rescue and shelter work who dedicate their lives to saving lives, who come up with innovative ideas to find permanent homes for animals. Celebrate responsible pet owners. But don't turn a social problem into a celebration.

NAIA’s USDA Comments (./app/document/837549)
Articles
NAIA's comments to USDA APHIS regarding retail pet store and licensing exemptions.

Brave New World: The 2012 NAIA Conference (./app/document/837550)
Articles
With presentations from world-renowned animal welfare authorities, award-winning writers, veterinarians, and experts in agriculture and law, this is the can't-miss animal event of 2012!

Deadline Looms: Send Your Comments to USDA APHIS! (./app/document/837551)
Articles
Need help writing your APHIS comments? Let us assist you!You don't need to be a lawyer or a policy expert in order to provide effective comments to USDA APHIS.

From The NAIA Blog

What Is Animal Law? Available for Download (./app/document/2130571)
NAIA Official Blog

What Is Animal Law? by Jerrold Tannenbaum, M.A., J.D., published in the Cleveland State Law Review, is now available for download. This is a must-read for anybody who wants to understand the complex and often-confusing issue of animal law, and covers the importance of how it defines itself. An excellent and important article, don't miss it. Click the [...]

APHIS: The Good, the Bad and the Ugly (./app/document/873772)
NAIA Official Blog

In the finest tradition of a particularly popular "Spaghetti Western," let's review "The Good, The Bad, and The Ugly" of this new regulation, and the document which followed it, the Retail Pet Store docket.

If I Ran the Dog Show... (./app/document/651200)
NAIA Official Blog

At NAIA we believe that hands-on experience with animals is one of the greatest ways of fostering a child's sense of responsibility and empathy, and of laying the groundwork for a realistic view of animals and our connection with them.

READ MORE ⊙

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A.C.I.S. SEARCH TOOL - Animal Care Information System Search Tool

Basic Search | Advanced Search | FAQ | Video Tutorials

Search

48-B-0329

Name, Customer Number, USDA Certificate Number, Licensee/Registrant Address

Search | Clear Search

Results

License/Registrant Information | Inspection Information | Research Animal Report Information

Inspection Information

Inspection Date | Apply Sort | Previous 1-5 of 7 | Next 2 >

Print	Detail	Licensee/Registrant ID		Inspection Site Name	Inspection Date	Non-compliances (NCI)
	Details	Customer No: Certificate No:	324086 48-B-0329	Lorilee Thomas	Aug 5, 2013	Direct 0 Indirect 2 Repeat 0 Total 2
	Details	Customer No: Certificate No:	324086 48-B-0329	Chris Thomas Lorilee Thomas	Apr 25, 2012	Direct 0 Indirect 2 Repeat 0 Total 2
	Details	Customer No: Certificate No:	324086 48-B-0329	Lorilee Thomas	Apr 25, 2012	Direct 0 Indirect 2 Repeat 0 Total 2
	Details	Customer No: Certificate No:	324086 48-B-0329	Chris Thomas Lorilee Thomas	Apr 25, 2012	Direct 0 Indirect 2 Repeat 0 Total 2
	Details	Customer No: Certificate No:	324086 48-B-0329	Lorilee Thomas	Sep 1, 2011	Direct 0 Indirect 0 Repeat 0 Total 0

Click this icon to export this data into an excel spreadsheet format

* This is the breeder that Michele Hazard referenced at the first reading April 9th.

One of my favorite breeders for years.

Hide

USDA

United States Department of Agriculture
Animal and Plant Health Inspection Service

Inspection Report

Leilee Thomas
Puppies Extraordinaire
26659 W Rd
Whiting, KS 66552

Customer ID: 394[illegible]
Certificate: 48-B-0[illegible]
Site: 002
Leilee Thomas

Type: ROUTINE INSPECTION
Date: Aug-05-2013

3.1 (a)
HOUSING FACILITIES, GENERAL.

(a) Structure; construction. Housing facilities for dogs and cats must be designed and constructed so that they are structurally sound. They must be kept in good repair, and they must protect the animals from injury, contain the animals securely, and restrict other animals from entering.

* The vinyl coated expanded metal flooring in two enclosures do not completely cover the enclosure. There is an estimated one to two inch gap that exists next to the flooring. Two dogs are in contact with the affected areas which are located in shelter housing. This affects the ability of the flooring to contain the dogs securely and could lead to potential injury. The licensee must ensure all enclosure flooring is kept in good repair to protect the dog from injury and contain the dog securely at all times. Correct by 8/19/13.

****

* An estimated one to two inch gap exists between the divider fencing and enclosure flooring in two enclosures. The metal clips used to secure the fencing have torn through the bottom of the divider fencing thus creating the gaps. Six dogs are in contact with the affected area which is located in shelter housing. This affects the ability of the enclosure fencing to contain the dogs securely and could lead to potential injury. The licensee must ensure all enclosure fencing and flooring is kept in good repair to protect the dog from injury and contain the dog securely at all times. Correct by 8/19/13.

3.1 (c) (1) (i)
HOUSING FACILITIES, GENERAL.

(c) Surfaces--(1) General requirements. The surfaces of housing facilities--including houses, dens, and other furniture-type fixtures and objects within the facility--must be constructed in a manner and made of materials that allow them to be readily cleaned and sanitized, or removed or replaced when worn or soiled. Interior surfaces and any surfaces that come in contact with dogs or cats must

(i) Be free of excessive rust that prevents the required cleaning and sanitization, or that affects the

Prepared By:	[redacted]		
Title:	ANIMAL CARE INSPECTOR	USDA APHIS Animal Care Inspector x001	Date: Aug-08-2013
Received By:	[redacted]		
Title:			Date: Aug-08-2013

Page 1 of 2

[redacted]

USDA

United States Department of Agriculture
Animal and Plant Health Inspection Service

Inspection Report

structural strength of the surface.

* Excessive rust, jagged holes and a roughened surface were observed along the bottom of one galvanized pipe divider frame. Four dogs are in contact with the affected pipe frame which is located in indoor housing. In addition, the middle support pipe is showing excessive rust where it connects to the bottom pipe. Rust can erode and deteriorate all metal surfaces to the point that the metal surfaces can no longer be readily cleaned and sanitized. Excessive rust affects the structural integrity of all metal surfaces. Licensee must ensure that this and all other surfaces are free of rust and of good structural strength. Correct by 9/5/13.

* The facility inspection and verbal exit briefing done on 8/5/13 and the exit briefing conducted on 8/8/13 were conducted with the licensee

[redacted]

Animal Inventory for Inspection Date:Aug 5, 2013

Inspection Animal Count	Animal Common Name	Animal Group Name
773	DOG ADULT	DOGS
302	DOG PUPPY	DOGS

Click this icon to export this data into an excel spreadsheet format

Details

Customer No: 324086
Certificate No: 48-B-0329
Chris Thomas
Lorilee Thomas
Apr 25, 2012

Direct 0
Indirect 2
Repeat 0
Total 2

Details

Customer No: 324086
Certificate No: 48-B-0329
Lorilee Thomas
Apr 25, 2012

Direct 0
Indirect 2
Repeat 0
Total 2

Details

Customer No: 324086
Certificate No: 48-B-0329
Chris Thomas
Lorilee Thomas
Apr 25, 2012

Direct 0
Indirect 2
Repeat 0
Total 2

Details

Customer No: 324086
Certificate No: 48-B-0329
Lorilee Thomas
Sep 1, 2011

Direct 0
Indirect 0
Repeat 0
Total 0

Click this icon to export this data into an excel spreadsheet format

A.C.I.S. SEARCH TOOL - Animal Care Information System Search Tool

Basic Search | Advanced Search | FAQ | Visitor Statistics

Search

48-B-0329

Name, Customer Number, USDA Certificate Number, Licensee/Registrant Address

Search | Clear Search

Results

Licensee/Registrant Information | Inspection Information | Research Annual Report Information

Inspection Information

Inspection Date | Apply Sort

Previous 1-5 of 7 Next 2 >>

Print Detail	Licensee/Registrant ID	Inspection Site Name	Inspection Date	Non-compliances (NCI)

info@extraordinarypuppy.com

Puppies Extraordinaire LLC

- Home
- About us
- Extraordinary Care
- Photo Gallery
- Contact us
- Guest Book

Every puppy has it's own microchip --
It is very important
for the new owner
to register that number!
In the unfortunate event
that your puppy
would get lost or stolen,
this ensures a quick reunion.

Register
Your Microchip!

Microchip Registration Center

Your puppy has a great start !

A lot of *EXTRAORDINARY* care goes into each puppy that we raise!
We work with several consulting veterinarians to maintain a level of *excellence*
in doing what we love to do the most --caring for our pets!

Each puppy is closely evaluated by our veterinarian as she makes routine visits to monitor the healthcare management of not only the puppies... but of each parent as well.

Before the puppies leave our door, each puppy has one final health check to make sure they are ready to leave. I am pictured here helping on one of the many routine visits. My veterinarian and I have been working closely together for almost 15 years. She is very familiar with our facility and our protocol.

We use our veterinarian's recommended vaccination and worming program that exceeds most.

Puppies Extraordinaire assures the following:

Humane care of the animals
Exceeds USDA & State requirements
Inspected by veterinarians, USDA inspectors, State inspectors and AKC inspectors
Health guaranteed

We have a dedicated and committed staff who strive to provide exceptional care of our pets. Because of them --your puppy has a great start to their life!

Kim is shearing a mom who is getting ready to have her babies. For the health of the mother and babies, we take off her heavy coat of hair to help keep mom cool, clean and comfortable during her delivery. This also allows the babies a free and clear path to nurse on mom!

Here Monica is giving Chuckles a ride on the golf cart. Who says only puppies get to have all the fun?

A very important part of an *Extraordinary* puppy is the paperwork and recordkeeping that is behind every litter.

Our manager -Vickie spends a great deal of time and love in making sure every puppy's medical history, microchip number, registration paper and identification are properly recorded. USDA and State requirements mandate special recordkeeping. We also keep many of our own specific records with the necessary information needed to control genetics to enhance the health of each puppy.

Caring for our animals goes far beyond just the every day necessities, such as cleaning, feeding and exercising. Here my daughter Payton, her friend Bailey and my niece Morgan are helping to stain the fence on one of our hottest days this summer!

We are truly blessed to have such great people in our lives
helping us --in all areas
provide you
with an *EXTRAORDINARY* puppy ~

Better Business Bureau®

In Nebraska, South Dakota, The Kansas Plains and Southwest Iowa

BBB BUSINESS REVIEW

What is a BBB Business Review?

BBB ACCREDITED BUSINESS SINCE 08/12/2011

Puppies Extraordinaire, LLC

(785) 873-3517
17454 Highway K9, Whiting, KS 66552-9449
Send email to Puppies Extraordinaire, LLC
www.extraordinarypuppy.com

ACCREDITED BUSINESS

A+

On a scale of A+ to F
Reason for Rating
BBB Ratings System Overview

BBB Business Reviews may not be reproduced for sales or promotional purposes.

BBB Accreditation

A BBB Accredited Business since 08/12/2011

BBB has determined that Puppies Extraordinaire, LLC meets BBB accreditation standards, which include a commitment to make a good faith effort to resolve any consumer complaints. BBB Accredited Businesses pay a fee for accreditation review/monitoring and for support of BBB services to the public.

BBB accreditation does not mean that the business' products or services have been evaluated or endorsed by BBB, or that BBB has made a determination as to the business' product quality or competency in performing services.

Reason for Rating

BBB rating is based on 16 factors. Get the details about the factors considered.

Factors that *raised* Puppies Extraordinaire, LLC's rating include:

Length of time business has been operating.
No complaints filed with BBB.
BBB has sufficient background information on this business.

Customer Complaints Summary

0 complaints closed with BBB in last 3 years | 0 closed in last 12 months

Complaint Type	Total Closed Complaints
Advertising / Sales Issues	0
Billing / Collection Issues	0
Problems with Product / Service	0
Delivery Issues	0
Guarantee / Warranty Issues	0
Total Closed Complaints	0

Government Actions

BBB knows of no significant government actions involving Puppies Extraordinaire, LLC.

What government actions does BBB report on?

Advertising Review

BBB has nothing to report concerning Puppies Extraordinaire, LLC's advertising at this time.

What is BBB Advertising Review?

Additional Information

BBB file opened: 02/03/2010
Business started: 01/01/1980

Type of Entity
Limited Liability Corporation

Contact Information
Principal: Mrs. Lorilee Thomas (Owner)

Business Category
Kennels

Alternate Business Names
Puppies Extraordinaire LLC

BBB Program Participation
Puppies Extraordinaire, LLC participates in the BBBOnLine Program and has agreed to use special procedures including arbitration, if necessary, to resolve disputes.

Industry Tips
What to do with Fido?

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In Nebraska, South Dakota, The Kansas Plains and Southwest Iowa

7 Things You Didn't Know About Puppy Mills 1) There is no such thing as a "puppy mill". "Puppy mill" is not a legally defined term, it is slang used by the "animal rights" community to denigrate any and all breeders -- small or large, standard or substandard. It's the "N-word" of breeders. The phrase "puppy mill" has been promoted in the media by the animal "rights" movement, people who want to end all animal ownership. It is applied indiscriminately by these fanatics to anyone who breeds dogs. We need to stop using the discriminatory, divisive word invented by our enemies. 2) In our modern day of instant access to information it is almost impossible for anyone to raise dogs without being under scrutiny. Those horrendous photos you see in commercials for the "Humane Society" are mostly outdated or a 1 in one million exception to the care given animals by breeders everywhere. The photos are intended to shock and horrify you into giving money. Any photo can be photo shopped into looking really bad. Be skeptical. If you didn't see it with your own eyes take it with a grain of salt. 3) There are three main types of breeders: Commercial, Pet and Hobby/show breeders. Every one of these can be a large-scale breeder, every one of these could be a substandard breeder. Commercial kennels are subject to state and/or federal oversight. Substandard care can be found with all types of breeders. It is about the standard of care, NOT the numbers. Most commercial breeders have state of the art kennels that meet USDA standards and the standards of their state laws. They are inspected at least yearly and must meet or exceed standards far higher than those expected of the average hobby breeder. 4) "Sick" puppies do not sell. It is counterproductive for any industry to produce a defective product and expect to stay in business. Any dog can have health issues. Its about Mother Nature NOT lack of care or numbers. 5) Passing laws intended to outlaw "puppy mills" will not solve any problem. Most substandard breeders are already in violation of existing laws. New, stricter laws will only affect those who are already working to follow the laws. The only way to have any effect is to enforce the laws that are already on the books. 6) All the hobby breeders in this country cannot produce enough puppies to meet the demands of the American market. A shelter dog is NOT for every family. Shelter dogs come with baggage that can require an EXPERIENCED owner. 7) BREEDERS are NOT responsible for the presence of dogs in shelters. We have a problem with a lack of responsible ownership, poor shelter management and poor pet distribution. Education is the key to improvement in this area. For more information: http://www.cfodconline.org/ http://www.exposeanimalrights.com/ www.naiaonline.org www.humanewatch.org www.saveourdogs.net www.saova.org

California Federation of Dog Clubs
www.cfodconline.org

THE ANIMAL RIGHTS BILLION DOLLAR PROPAGANDA AND "SMEAR" CAMPAIGNS THAT UNLAWFULLY HARRASSES, INTIMIDATES, AND INTEREFERES WITH THE LAWFUL ACTIVITIES OF RESPONSIBLE BREEDERS AND PET STORES.

BACKGROUND:

1. **On November 27, 2006 the U.S. Congress enacted an Amendment to the Animal Enterprise Terrorism Act (AETA) -- a Federal Domestic Terrorism Act. The Amendment to the AETA was added at the urging of a Senior Official within the FBI. Most significantly, the AETA Amendment specifically added breeders and pet stores, by name, as Members of the Protected Class.**

2. **Animal Rights Organizations, such as the Humane Society of the U.S. (HSUS) and the American Society for the Prevention of Cruelty to Animals (ASPCA), have aggressively vilified Pet Stores that purchase their puppies for resale from bona fide, responsible breeders who are licensed and inspected by either USDA Federal Inspectors, or State Inspectors, or Inspectors from the American Kennel Club (AKC), and in many instances, inspected by inspectors from all three.**

3. **The HSUS and the ASPCA have promoted on their respective websites the abolition of all pet stores that sell puppies; and each year they cumulatively spend Millions of Dollars in their unrelenting efforts to denigrate pet stores, which sell the best of the best puppies. As an aside, a pet store is a business that must ensure that it does not sell any product that is defective. Otherwise, it will be doomed for failure because a fundamental rule in any marketplace is that if you sell a defective product, buyers will cease to patronize your business.**

4. **The Billion Dollar Propaganda and "Smear " Campaign of the HSUS has successfully deceived Millions of Citizens and Elected Officials at the Local, State and Federal Levels of Government into believing that there is no such thing as a responsible breeder, and that Pet Stores are conspiring with the breeders to perpetuate the mistreatment of animals. And the success of the Smear Campaign evolves around the phrase "puppy mill," which the HSUS coined, like a racial or ethnic slur, to conjure up tearful, but extraordinarily rare, images of puppies and dogs. What is so shameless about the use of the "puppy mill" phrase is the fact a Google Search of the U.S. Code for the Phrase "Puppy Mill" reveals that that phrase is not found anywhere in the U.S. Code! In short, the HSUS and the ASPCA are attempting to brainwash America with its deceptive campaigns that are designed to mislead the public in the same manner that Hitler attempted to destroy the sacred values of his Country.**

What happens when a puppy goes home?

Petland makes every attempt to ensure puppies have a smooth transition into their new homes:

- Before a puppy is adopted, trained Petland Pet Counselors match the right pet with the right customer in an effort to ensure the needs of both will be met.
- Customers receive counseling from Petland Pet Counselors on the responsibilities of pet ownership. Discussions on housebreaking, chewing, grooming and nutrition are among the topics reviewed.
- Petland promotes ongoing veterinary care and offers a free veterinary check-up through participating local veterinarians after a pet moves to its new home.
- Petland supports a Spay/Neuter program and offers literature explaining the benefits of this common, low risk medical procedure.
- Petland provides a Puppy & Kitten Health Warranty. The warranty covers infectious diseases for an initial period and congenital and hereditary disorders for one or more years.
- When a Petland puppy goes home, the new owner also receives a Puppy Resource Kit. This kit includes a basic canine obedience training instruction DVD and a toll-free phone number for free consultations with a certified canine trainer for the life of the Petland pet. It also includes information on Petland's Enhanced Protection Program, a lost pet recovery service.
- And with its Pets for a Lifetime![SM] program, Petland attempts to ensure the pets it places into homes never burden an animal shelter. Petland's program helps Petland customers find new homes for their pets if, for any reason, the owner can no longer fulfill the lifetime care responsibility.

Petland

PETLAND PETS MAKE LIFE BETTER!

Questions and allegations have always arisen regarding where retail pet stores acquire their puppies. At Petland, we continue to investigate such claims and are vigilant about reporting and banning substandard operations, as we have been for more than 47 years.

We recognize and respect everyone's individual sensitivities to these issues. No one is more sensitive than we are to a puppy's health and care.

We, at Petland, are part of the solution.

The motivation in 1967 was to build the cleanest and friendliest pet stores, with educated pet counselors and the highest quality pets. We maintain that same motivation today and focus all of our efforts on "doing the right thing" for our pets.

Come See The Difference!

EVERY Petland Puppy Finds a Home

Petland

PETLAND PETS MAKE LIFE BETTER!

We are so proud of the work we do and the services we provide, we sometimes forget that some people entertain interesting and important questions about our puppies, such as:

What happens to the puppies you don't sell?

Where do Petland puppies come from?

What happens when the puppy goes home?

What happens to the puppies you don't sell?

All of our puppies are adopted by our customers. The typical Petland puppy is in our store for less than 10 days.

We have been in business for more than 47 years. We know what puppies are going to find homes quickly. We work with wonderful breeders who select great puppies for us.

If, for some reason, no one adopts a particular puppy in a short amount of time, we work hard to find the puppy home with adoption specials. We are very good at this. Our pet counselors undergo extensive and ongoing training in matching our puppies with our customers.

In fact, we also find homes for thousands of homeless puppies and kittens through our Adopt-A-Pet® program.

Since 1998, Petland stores nationwide have placed more than 330,000 abandoned or unwanted pets.

Where do Petland puppies come from?

Our puppies and kittens are happy and healthy family pets. They come from USDA licensed breeders and distributors with no direct violations on their latest inspection report; hobby breeders as defined by the Animal Welfare Act, who raise their dogs in a humane manner; and local adoption pets that are vet-checked. We pride ourselves on our most diligent efforts to find healthy puppies.

Above and beyond the USDA guidelines, our Director of Animal Welfare Education makes personal inspections of breeder facilities to evaluate the level of animal care being provided.

Petland store owners are required to conduct site visits of breeder facilities. Breeders must be in compliance with any applicable local and state government regulations, in addition to the USDA.

All Petland puppies are checked by at least two and in many cases three veterinarians before being offered to customers. Our puppies also are issued health certificates.

Petland requires veterinarian documentation on each incoming puppy's medical history, including inoculations and wormings. Each Petland store owner also requires a local consulting veterinarian to examine individual puppies and to update their health records.

Once a puppy is accepted at Petland, extensive systems are in place to ensure its well-being is maintained.

Petland's commitment is as follows:

- Every Petland store has a consulting veterinarian. He or she performs weekly examinations on new arrivals, and if necessary, provides any needed medical treatment.
- Each store's veterinarian sets the protocol for in-store preventative health procedures.
- Each store's veterinarian completes a puppy/kitten care record to document an animal's health upon its arrival at the store.
- Petland stores are staffed with full-time kennel technicians, who are responsible for daily sanitizing of all kennels, ongoing cleaning, maintaining health records and working under the consulting veterinarian's instructions.
- A daily health record is maintained on each puppy. This document keeps track of eating and drinking habits, stool consistency and any prescribed preventatives or medications.
- Bathing and grooming is performed during a puppy's stay at Petland.
- Petland's puppy socialization program involves staff and customers walking and playing with the puppies on a daily basis to ensure that the pet's exercise and socialization needs are met.

BETTER PETS PET EXPERTS PET CARE EDUCATION™

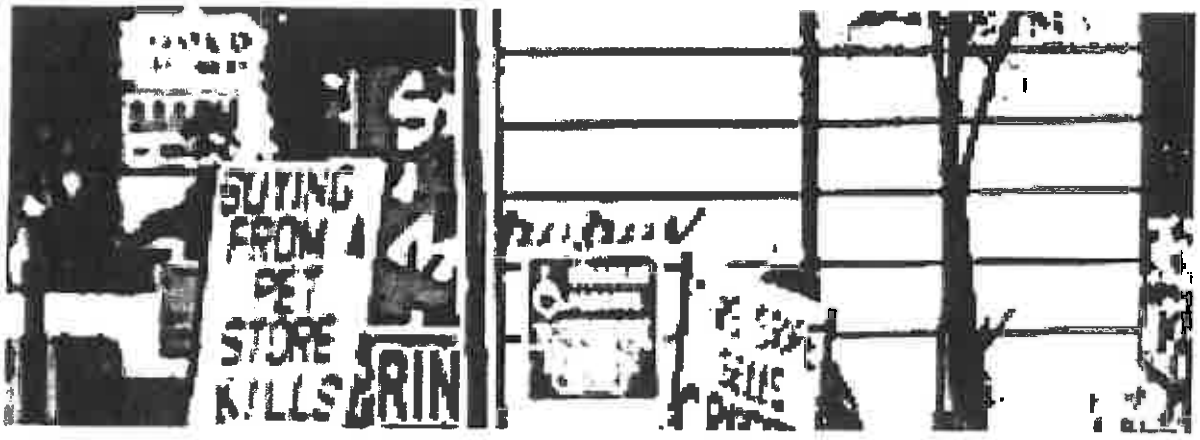
Where Have All The Pet Stores Gone?

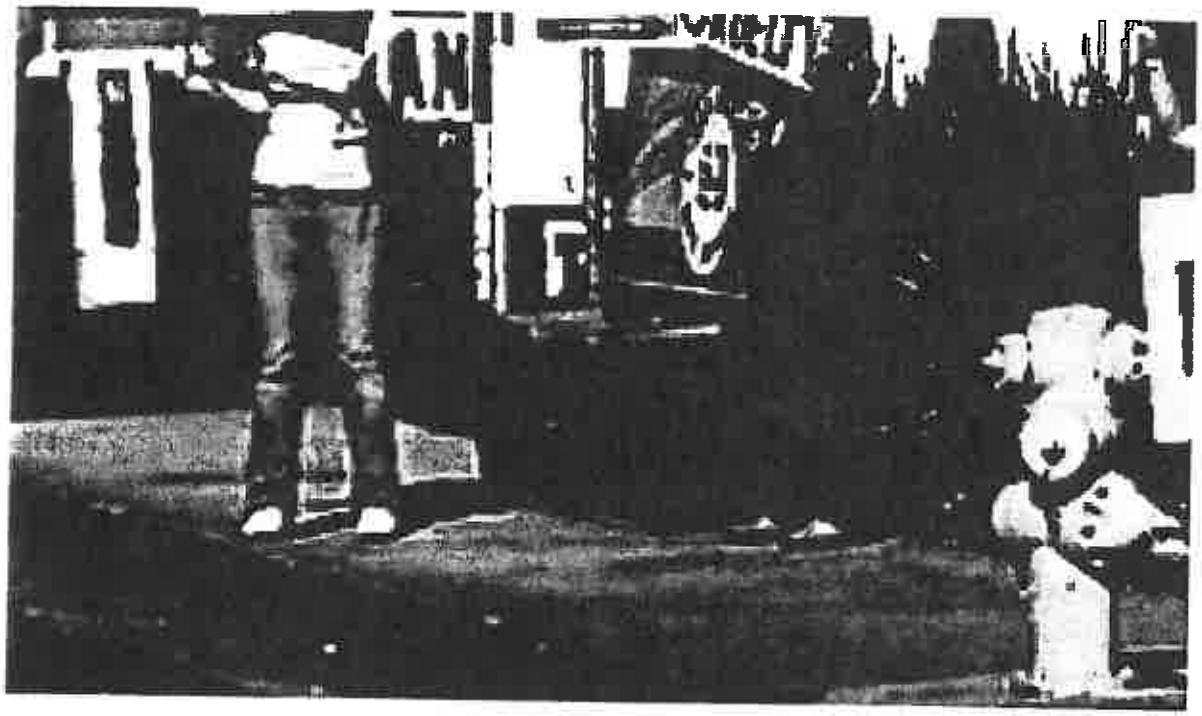
From the monthly column BECOMING by Jacquelyn Fogel. ShowSight- The Dog Show Magazine – March 2014

Click here to read the latest issue of ShowSight and browse back issues.

Where Have All The Pet Stores Gone?

We have been duped. Dog breeders have been used by the Animal Activists in their war on domestic pets. About 25 years ago a small core of Animal Activists who are now in control of all the major national animal rights organizations forged a plan, and we unwittingly helped them out. They started a campaign to close down all pet stores that had live animals in them, knowing full well that the demand for the puppies in these facilities would remain high. Dog breeders helped them. We railed against the nasty pet stores and their supplies of unworthy dogs. We offered up our own well-bred puppies as alternatives, even though we could never meet the demand the public has for puppies. We thought we were taking the high road, and embraced the new animal rights-leaning shelters that wanted to shut down the pet stores. We even put statements into our "codes of ethics" that said we would never allow our puppies to be sold in a pet store. We felt holy.





Never mind that these stores were usually independently owned by small, local business owners who fed their families on the profits from these stores. Never mind that most of the puppies were purchased locally from breeders in our surrounding communities. Never mind that these stores were all regulated locally and federally and at least in theory, inspected by USDA and local health departments. Never mind that these were all legal, profit-making, tax-paying businesses that bought supplies from local vendors and sold to local residents. Never mind that these business owners supported local service organizations and donated to local churches and charities. Never mind that the public still wanted to buy puppies and we hobby breeders were all but invisible to them as we guarded our precious bloodlines from falling into unscrupulous hands. We agreed with the animal activists that these puppies were unhealthy, and the owners of these stores should be punished and put out of business

So where does the public go to buy their puppies now? Pet ownership is at an all-time high, and many of us hobby breeders still have trouble selling our pure bred puppies for what they are actually worth. I'll tell you where the public is getting their pets from. They are now going to the retail shelters and rescues to find their pets. The small, local breeders that supplied local pet stores are being replaced by commercial kennels far away and invisible. The poorly operated puppy farms are still breeding dogs, they have merely gone further underground. The transportation of puppies from huge kennels and shelters in the south and from places outside this country has ballooned into a multi-million dollar mega-business. Now here's the real kicker. Most of these retailers of puppies now claim non-profit status. They don't pay taxes to support their communities any more. They slap the title "rescue" onto what they are doing, and suddenly they are self-righteous saviors of poor mistreated animals rather than brokers and transporters of poorly manufactured products specifically bred to produce a profit. And the public who is "rescuing" these dogs feels holy.

Follow the money. If you ever need to know why something is happening the way it is, and your com-

mon sense is telling you the logical signs just don't add up, follow the money. By shifting the sales of pets from regulated, independent, tax-paying businesses to largely clandestine, non-profit suppliers the animal activists have brilliantly co-opted the very enemy we thought we were fighting against. Realistically all shelters should have been working to put themselves out of business – not the pet stores. They should have done such good work educating the public how to be responsible dog owners that over time there would no longer be a critical need for their services. Obviously that didn't happen. Here in Wisconsin we recently built a $6.5 million facility that has to have semi-loads of dogs shipped in regularly to keep it stocked. And they can turn-around (sell the entire inventory)their product in about 48 hours. That certainly makes them enough cash to keep the doors open and the lights on. And they don't pay taxes.

How about this overwhelming push to spay and neuter all dogs? Wow! What a money maker that has become! Now a local individual or their neighbors and friends cannot morally create their own pets because it is unethical to keep their dogs intact. They have to go back to the retail shelter stores to purchase another one. The animal activists have even co-opted the veterinary community into believing that all pets should be spayed and neutered, when, in fact, there is no clinical evidence to support that this is best for every animal. Just now some studies are coming out that say, in fact, the opposite is true. I don't know why the veterinary community has allowed themselves to be so coopted, unless I follow the money. As my own vet points out, she would be out of business tomorrow if all of the mixed breeds were as healthy as people claim they are. Common sense should be telling us the same thing. If heterogeneity was the answer to perfect health, then humans would be the healthiest species on the face of the planet. And we are not. Genetics work pretty much the same across species.

Does anyone think outside the propaganda anymore? I ask people regularly when they last saw a stray dog in their neighborhood. In northern states it is rare. If a dog is found loose, more often than not, it is a runaway not a stray. Most of the dogs in shelters are surrenders, not strays. And who is surrendering those dogs? Could it be the same population of people who wanted to rescue the ill-tempered, unhealthy puppies they saw in shelters? Everyone wants to be a savior – until it gets expensive, dangerous or just too hard. Then they return the untrained, older dog that now has even more serious issues to a shelter that re-sells it to someone else. When I get a puppy back as an older dog, I usually place the dog in a new home for nothing. And I have to spend time and advertising money screening the new potential owners. The revolving door of sell, surrender, re-sell can become quite profitable if a shelter gets the same amount of money each time they sell the same dog.

This is how far out-of-whack things have gotten in this country. Some time ago I was nominated by a member in one of my national breed clubs to receive a breeder of the year award. The person who actually won the award is a fine breeder in the UK and she does a great job with her dogs. But the primary reason I was eliminated as a contender for the breeder of the year award was because I do not support "rescue," and had actually written articles about what mixed-breed rescue has become in this country. Silly me. I thought the award was about being a breeder. My dogs don't go into rescue programs be-

cause I take them back or rehome them if at any point in their lives they cannot be kept by their owners. I have started a non-profit, Keep Your Pets, Inc, dedicated to keeping families in crisis together with their pets, but that is not good enough. Apparently it is now not even politically correct for breeders to disparage the concept of rescue as it has evolved in this country. I don't rescue dogs; I breed and sell them, and sometimes rehome them. And there is nothing wrong with that model.

I am a business owner in a Capitalist, free-market economy. My primary business is boarding and grooming pets, but I also sell well-bred puppies. And I spend a lot of money to produce and market those puppies. I don't get any tax breaks. I don't get free dog food or free veterinary care. I don't ask for my supplies to be donated, I purchase them from local vendors. It's a good model, and it works for all products, not just automobiles and refrigerators. We get so caught up in the "give a puppy a good home" sob stories that we forget that our dogs are a product, too. I adore my dogs. My children often said I loved the dogs more than I loved them (totally untrue). But it does take a lot of time, wisdom and money to produce healthy, well-socialized purebred puppies. We should not feel guilty about wanting to be compensated for the time it takes us to produce a superior product. By refusing to use the language of commerce to talk about pets, we have somehow placed them in a different logical spot in our brain.

The current suppliers and sellers of puppies are not fooled. They are very clear about the economics of producing, transporting and selling millions of poorly bred and cheaply produced dogs to unwitting customers for a lot of money. They use the language of adoption and rescue, but they follow the economics of a free enterprise, Capitalist system. They may call themselves "non-profit", but they are making millions of dollars from the distribution and sales of these puppies. Only we hobby breeders have been foolish enough to let our emotional ties to our dogs get in the way of understanding this economic model.

It's all about supply and demand – and ultimately the demise of domestic pet ownership. Now that shelters and rescues are the last retail places to produce and sell pets, how easy will it be for them to suddenly "expose" the source of all their dogs as nasty puppy farms. Is it too far a stretch to then imagine that they will try to manipulate the emotions they have already sensitized to simply quit demanding these miserable creatures? How better to put someone out of business than to quit demanding their product? Right now, in the animal activist world, it is immoral to own a well-bred purebred, or an unspayed or unneutered dog. If the next step is to say it is immoral to own a dog produced by a puppy farm, they are dangerously close to making all pet ownership immoral. If you don't think this is the real agenda, then you just are not paying attention.

Personally, I don't think people will allow themselves to be so completely manipulated by these animal activist evangelists. The general public still loves to own a dog even if they now prefer to call it an adoption. But 15 years ago I would not have foreseen a population that preferred to "rescue" a dog rather than buy one from a good breeder if they could afford it. I also did not see the demise of the local for-profit retail pet stores being replaced by non-profit retail shelters. That change happened much

faster than I thought it could. Where have all the retail pet stores gone? We helped to put them out of business, never stopping to realize that we were the next targets in a well-planned campaign to end all pet ownership. It's time for dog breeders to become activists in support of all people who want to legally breed and work with animals. The activists are picking us off one group at a time. Yesterday the pet stores and circuses, today the Carriage Horses and pig farms, tomorrow the hobby breeders, and the day after that, all breeders of all animals. It's time to choose sides and get active. There is more to aspire to than the next purple ribbon – a way of life is at stake.

This entry was posted in Editorials on March 19, 2014 [http://www.showsightmagazine.com/2014/03/19/where-have-all-the-pet-stores-gone/] by ShowSight.

THE HUMANE SOCIETY OF THE UNITED STATES

LETTER OF INVITATION

Dear Pet Store Owner/Manager,

The Humane Society of the United States (HSUS) invites you to sign the Puppy Friendly Pet Stores Pledge. Pet stores that sign the Pledge agree to discontinue selling puppies, or to "make official" the practice of already not selling puppies.

WHY SIGN?

Recent public awareness about puppy mills, combined with tough economic times, have made puppy sales less profitable for stores nationwide. Puppies are often spending months in small pet store cages, causing customers concern and leading to a problem selling older puppies who are rapidly outgrowing their cages. Meanwhile, across the nation, millions of dogs and cats are euthanized each year for lack of homes. Your store can be part of a humane change in your community, while also garnering free exposure for your store, attracting new humane-minded shoppers, and increasing consumer loyalty.

PUPPY FRIENDLY PET STORES:

- Do not sell puppies, but might use the space in their store to showcase pets for adoption from local shelters or nonprofit rescue groups.
- Say goodbye to the cost, inconvenience and expense of providing seven-day-a-week care for young puppies in a retail environment.

HOW WILL MY STORE BENEFIT FROM THIS PROGRAM?

1. When you sign and return the pledge, your store's name, address and website will be listed on The HSUS website, which is visited by thousands of pet lovers every week.
2. The HSUS will provide a free eye-catching sign to hang in your store to promote your humane choice.
3. Stores that cease selling puppies entirely will receive publicity in the form of official HSUS press releases distributed to their local media outlets to applaud their humane change and bring new customers to the store.
4. All stores that sign the pledge will receive a welcome packet which includes free materials for your customers to help them find puppies from humane sources.
5. Your store can be seen as a hero in your community by pledging to work with shelters to increase their adoption programs. Stores that indicate a participation in adoption programs will be highlighted on the website. The website will encourage pet lovers to contact your store for information on adoption events.
6. The HSUS will conduct an outreach and awareness campaign to lead pet lovers to shop at stores from the list of Puppy Friendly Pet Stores.

HSUS Attachment 1

MAY A STORE SIGN UP IF THEY SELL PUPPIES FROM LOCAL BREEDERS?
Due to the impossibility of screening all breeders, the program is open only to stores that do not sell puppies.

MAY A STORE SIGN UP IF THEY SELL PUPPIES FROM LOCAL SHELTERS OR RESCUE GROUPS?
Because this program is open only to stores that do not *sell* puppies, a store selling rescue animals would not qualify. If the store hosts adoption events for rescue groups or shelters, they do quality.

HOW DOES MY STORE SIGN UP?
Please sign the pledge and fax it or mail it to the address below to receive your free welcome packet. There is absolutely no cost to you for joining, and thousands of pet lovers will be made aware of your humane decision. Thank you.

Please fax the enclosed pledge form to (301) 721-6414

Or mail it to:
Puppy Mills Campaign
The Humane Society of the United States
2100 L Street NW, Washington, DC 20037

pet store pledge

About 599 results (0.29 seconds) Sort by: Relevance

powered by Custom Search

Puppy Friendly Pet Store Pledge : The Humane Society of the ...
www.humanesociety.org/.../puppy_friendly_pet_store_pledge.html
Thank you for becoming a Puppy Friendly Pet Store! Please fill out and submit the form below. You will receive a free welcome package with an eye-catching ...

Puppy-Friendly Pet Stores : The Humane Society of the United States
www.humanesociety.org/issues/.../puppy_friendly_pet_stores.html

Dec 5, 2013 ... Join us in applauding pet stores that do not sell puppies and encouraging ... Pledge to be a puppy-friendly pet store, and email us to get started!

Los Angeles-Area Pet Stores Take The HSUS's 'Puppy Friendly ...
www.humanesociety.org/.../la-area-puppy-friendly-pet-store-pledge-121912.html

Dec 19, 2012 ... 60 Los Angeles-area pet stores are taking a stand against puppy mills by signing The HSUS's Puppy Friendly Pet Store pledge. Vanessa ...

Puppy Mills : The Humane Society of the United States
www.humanesociety.org/issues/puppy_mills/

Leutkemeyer that his Office will investigate why the IRS has not acted on his multiple inquiries to the IRS over a three year period of time as to the failure of the HSUS to comply with the U.S. Tax Code? And then reflect on why a Treasury Special Agent is conducting an on-going investigation of the more than 3,000 pages of incriminating documents that the IRS received from Mr. Franklin W. Losey, which detail the violations of the U.S. Tax Code by the HSUS; and why the Treasury's Special Agent asked Mr. Losey if he would waive his ***"right to confidentiality," which he did;*** and why the Special Agent asked Mr. Losey if he would summarize his 3,000 pages into a Sworn Affidavit, which he did; and why the Special Agent ended his E-Mail that acknowledged receipt of the 14 Page Sworn Affidavit from Mr. Losey with the words "Semper Fi!!" And then reflect on whether or not the City of Delray Beach may be unwittingly aiding and abetting the unlawful activities of the HSUS and its surrogates in its support of a punitive and discriminatory Ordinance that will further serve the interests of an organization that is the subject of multiple, on-going Federal Government Investigations; the defendant in a RICO-Related Lawsuit **(Feld Entertainment Incorporation vs. .... the Humane Society of the U.S. in the United States District Court for the District of Columbia - - Case 1:07-cv-01532-EGS),** as well as having been the subject of investigations by the Offices of the Attorney General in Louisiana and Mississippi?"

In conclusion, I am simply asking that you and your Office ensure that the my rights and the rights of all law-abiding pet store owners and operators in the State of Florida are not summarily allowed to be discriminated against by the seemingly innocent, but clandestine acts of de facto **"white collar terrorists"** that should not be condoned, tolerated or allowed to occur in Delray Beach or in any other city in the State of Florida.

Please, I implore you to intercede on my behalf and urge the City of Delray Beach to suspend any action on its prospective Ordinance until after you and your Office have investigated my serious allegations.

Respectfully,

Kimberly Curler

Katrina evacuations. As a result of the HSUS Fundraising Campaign that focused on the tragedy of Hurricane Katrina, the HSUS raised over $30 Million, but initially precious little of those donations found their way back into Louisiana and Mississippi. That is why an investigation involving potential fraudulent practices of the HSUS was undertaken. The investigations were eventually closed, but only after the HSUS, with a lot of public fanfare, announced that it was spending over a Million Dollars to build a state of the art shelter in each of those states. Tragically, the HSUS was never required to make a full accounting of what happened to the rest of the $30 Million! Perhaps an inquiry from you to the Offices of the Attorney General in Louisiana and Mississippi will shed some light on the how the HSUS "operates" in its efforts to narrowly comply with laws, while orchestrating the circumvention of other laws, such as the Animal Enterprise Terrorism Act (AETA).

The above discussion of the Hurricane Katrina episode is intended to show how the HSUS operates on a nationwide basis. And to tie its involvement into the prospective City Ordinance in Delray Beach, consider the fact that the HSUS has issued a ***"Letter of Invitation"*** to all Pet Store Owners and Managers to ***"sign a pledge"*** that they will cease selling puppies. (Attachment 7) And when a store does not sign such a pledge, the ***"wizard behind the curtain"*** begins a campaign to target such stores that do not sign the pledge, and they then encourage individuals, such as **Mindy Farber**, to act as their surrogate in the effort to urge City Officials to ban the sale of puppies from pet stores such as mine. The magnitude of the concerted efforts of the HSUS to interfere with the operation of pet stores may best be found by going to the HSUS Website found at **www.hsus.org** and entering the words ***"pet store pledge"*** in the search block. That search will bring up ***"599 results!"*** (Attachment 8)

Mr. Wayne Pacelle, the President and CEO of the HSUS, is familiar with the provisions of the AETA, and with incredible hubris, has suggested that the AETA is an ***"unjust law"*** that is worthy of ***"civil disobedience."*** He made that written statement in a letter dated January 18, 2008 in response to a request that he and the HSUS publicly condemn those who explicitly violate the AETA. (See Attachment 9). That ***"unjust law"*** statement was made in the time frame when the HSUS began urging that all pet stores that sold puppies be put out of business.

And if there is any lingering doubt as to how prolific the HSUS is in orchestrating the passage of laws, go to **www.frankdosey.com** and click onto the link entitled ***"Pacelle's Confessions."*** There you will hear, Mr. Pacelle, in his own voice, state: ***"We have passed 1,000 laws in the last decade."*** And then reflect for a moment and ask yourself how and why a public charity, that is not supposed to engage in excessive lobbying, could be more successful in lobbying and orchestrating the passage of more laws in a decade than any Multi-Billion Dollar Corporation? And then ask yourself why 31 Members of Congress have raised their concerns and those of their constituents about the failure of the HSUS to comply with the U.S. Tax Code and the Lobbying Disclosure Act with the IRS, the Treasury's Office of the Inspector General, or the Attorney General of the U.S., or all three Offices? (Note: One of those 31 Members of Congress is Senator Nelson from Florida.) And then ask yourself why Mr. George, the Treasury's Inspector General for Tax Administration, has told Missouri Congressman

purchaser or owner (if different from the purchaser) of each dog and cat sold during that month, including the EAID number, breed, color, sex, and age of each dog and cat."

This Ordinance, which on its face appeared to be innocent, has been the public source document that has been used to invade the privacy of citizens who live in and outside of Florida who breed and buy puppies. Of note, existing consumer protection laws in the State of Florida protect consumers from fraudulent practices and sales, and I have never been the subject of a State investigation of such an allegation by any person who has ever purchased a puppy from my store.

One of the prime organizers of the efforts to put my store out of business is an attorney named **Mindy Farber**, who currently practices law in Maryland. Documents found at Attachment 3 substantiate that she has been disciplined by the Maryland Bar. Documents found at Attachment 4 reveal that a cloud and serious allegations by some of her former clients hover over her head with respect to her questionable Practice of Law. Documents found at Attachment 5 reveal the depth and magnitude of her involvement and extensive use of the internet to post comments that are designed to interfere with the operation of my lawful business in the on-going, illegal campaign that urges local citizens in and around Delray Beach to boycott, picket and protest in front of my store the sale of puppies from my store; and to urge passage of the City Ordinance that will transform the operation of my lawful business into a criminal activity, which is tantamount to a denial of my due process rights, and a denial of my civil rights as set out in the U.S. Constitution.

Of note is one of the Internet comments posted by Ms. Farber which expressly states that the prospective City Ordinance has been reviewed by the Humane Society of the U.S. (HSUS), and she further states that the HSUS concurs that it will not violate the Interstate Commerce Clause or any other Law. (See Attachment 6). Of further note is the fact that for the last several years the HSUS has orchestrated a nationwide campaign to force all pet stores that sell healthy puppies out of business. In this regard, the excessive, unrelenting and unlawful activities and communications fostered by the HSUS, a tax exempt, public charity, to orchestrate and support a nationwide campaign to put lawfully operated pet stores out of business, constitutes an act of ***"conspiracy,"*** which is a criminal element that is set out in the Animal Enterprise Terrorism Act (AETA). And the AETA expressly includes ***"pet store"*** in the definition of an ***"animal enterprise."***

While Millions of Americans and Publicly Elected officials have a very favorable impression of the work performed by the HSUS, there is a "dark side" to their activities, which several years ago was the subject of a fraudulent practice investigation that was being conducted by the Offices of the Attorney Generals in Louisiana and Mississippi after Hurricane Katrina - - a fact that you should be able to verify by contacting the Offices of the Attorney Generals in those two states. In this regard, after Hurricane Katrina, the HSUS ran a Fundraising Campaign seeking donations to help the abandoned animals left behind in the wake of the Hurricane

Attorney General Pam Bondi
Office of the Attorney General
State of Florida
The Capitol PI-01
Tallahassee, FL 32399-1050

RE: COMPLAINT: The Unwitting Support By The City Officials In Delray Beach, Florida Of The Harassing, Intimidating, Conspiring And Unlawful Actions Of Individuals Who Seek To Force Out Of Business A Lawfully Operated Pet Store That Has Never Been Cited for Violating Any Federal, State Or Local Law Or Ordinance, And Which Unlawful Actions Are Violations of My Rights Under the Florida State Constitution, the U.S. Constitution And The Federal *"Animal Enterprise Terrorism Act"* That Is Found At 18 U.S.C. 43.

Dear Attorney General Bondi:

The basis of my Complaint, that I am asking that your Office investigate, does not "neatly" fit into any of the categories on your Website. However, your BIO states that you are ***"focused on protecting Floridians and upholding Florida's laws and the Constitution."*** That is why I am reaching out directly to you, and asking that your Office investigate the serious allegations that I am alleging are occurring within Delray Beach, with the "assistance" of individuals in and outside of the State of Florida who are attempting to put my pet store **"out of business."**

By way of background, I am the owner and operator of **"Waggs to Riches,"** a pet store that is located at 505 E. Atlantic Avenue, Delray Beach, FL. I opened the store in 2006, and have had the distinct honor and pleasure of selling healthy puppies to prospective owners who seek to have a puppy bring so much love and joy into their homes. During this entire time, I have never been cited for violating any Federal, State, County or City Law or Ordinance. And the Landlord and Owner of the property where my Pet Store is located is very supportive of my continued operation. In short, I am a law abiding citizen who operates a lawful business in the State of Florida. However, I now find myself to be the target of a vicious, demeaning and deceitful campaign to put my store out of business. My store has not only been the site of hateful picketing, which continues to occur on a regular basis, but it is now the target of a prospective City Ordinance that is the equivalent of an ***"ex post facto"*** law that seeks to criminalize my sale of healthy puppies from my store.

The Prospective City Ordinance (Attachment 1), which has no **"grandfather"** type of clause is scheduled to be voted on in early January by the City Council, and it reads as follows:

viewpoint: APPA

Sounds Good or Does Good?

Apply some logic, and animal-rights groups' strategy for putting sub-standard breeders out of business makes little sense.

BY BOB VETERE

We are often confronted with ideas and concepts that sound good when first heard. Then we start to think things through a little, letting some logic creep past our initial, often emotional reaction, and suddenly we realize that—wait a minute—maybe it's not such a good idea after all.

We have all been in that position. I am one of the great gut-reaction people, and I have fallen into that trap enough to have finally installed at least a rudimentary filter. Taking a breath and thinking things out all the way to the logical conclusion is important. Unintended consequences are everywhere.

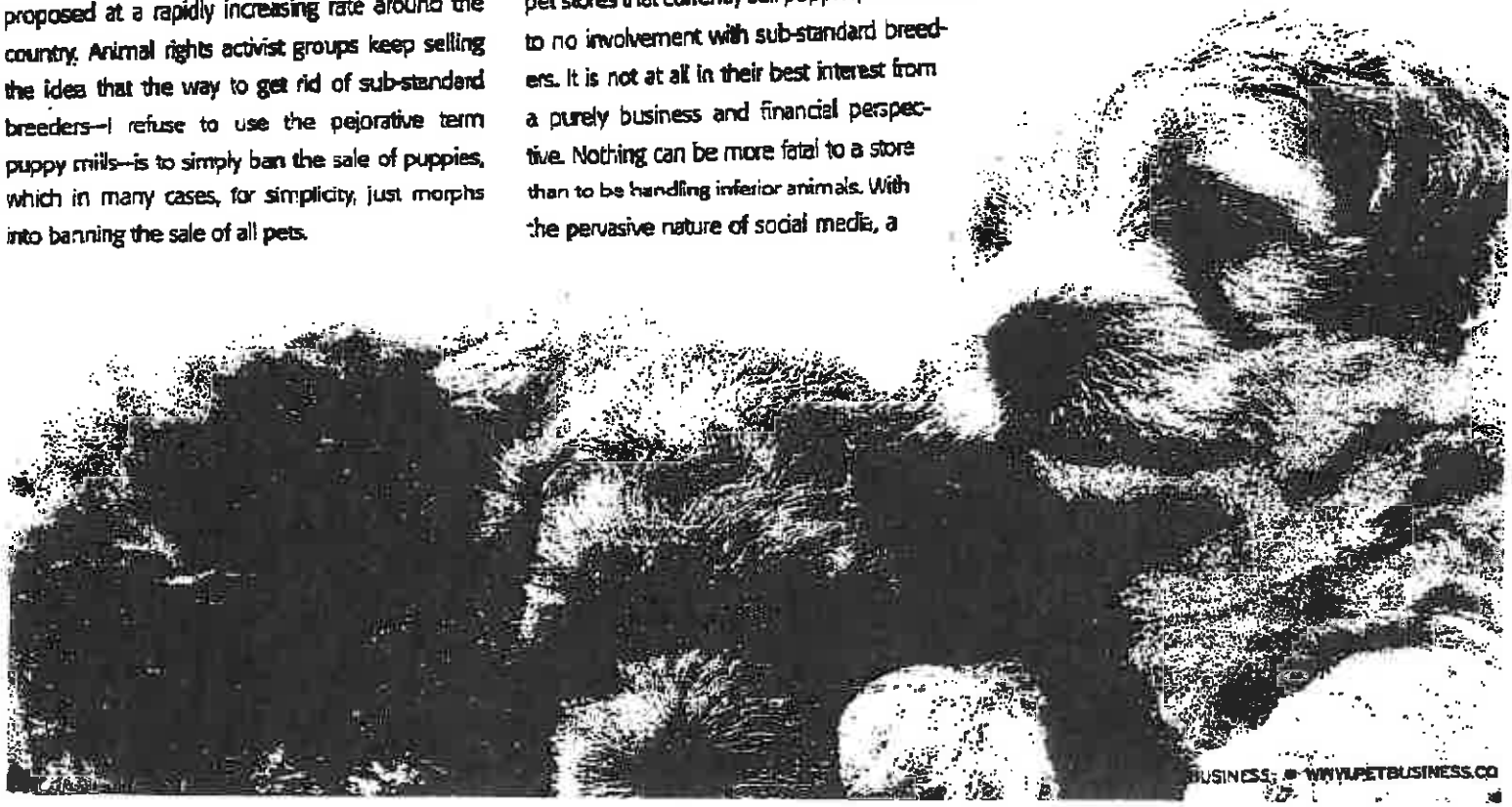
Most of you are way too familiar with some of the nice-sounding legislation that is currently being proposed at a rapidly increasing rate around the country. Animal rights activist groups keep selling the idea that the way to get rid of sub-standard breeders—I refuse to use the pejorative term puppy mills—is to simply ban the sale of puppies, which in many cases, for simplicity, just morphs into banning the sale of all pets.

The logic they put forward is that sub-standard breeders sell predominantly through pet stores; and since it is hard to actually go out, identify sub-standard breeders and then put them out of business, if you eliminate the source of their sales, then you will get rid of them. Sound logical? Well, regretfully, to an ever-growing number of state and local legislators who don't seem to spend a whole lot of time thinking critical—unless of course it will lead to larger contributions to their campaign funding—it does.

Let's dig just a little bit deeper and see where following the trail of passing such legislation logically leads. So, we ban the sale of dog—let's not even go to the effect of a total pet sale ban—in pet stores. For the vast preponderance of quality pet stores that currently sell puppies, there is little to no involvement with sub-standard breeders. It is not at all in their best interest from a purely business and financial perspective. Nothing can be more fatal to a store than to be handling inferior animals. With the pervasive nature of social media, a smart store owner knows that selling poor quality puppies will kill his business—and quickly. People have shown little reluctance in spending whatever it takes to get the dog of their choice, so the need to get and sell cheap animals is not strong enough to overcome the potential harm to the business.

Since quality pet stores are almost exclusively using breeders that are supplying quality animals, it stands to reason that banning the sale of puppies in pet stores will have the largest impact on quality breeders, rather than sub-standard breeders. So, more quality breeders will close up shop, increasing the percentage of sub-standard breeders.

People are going to acquire dogs. According to the latest *APPA National*

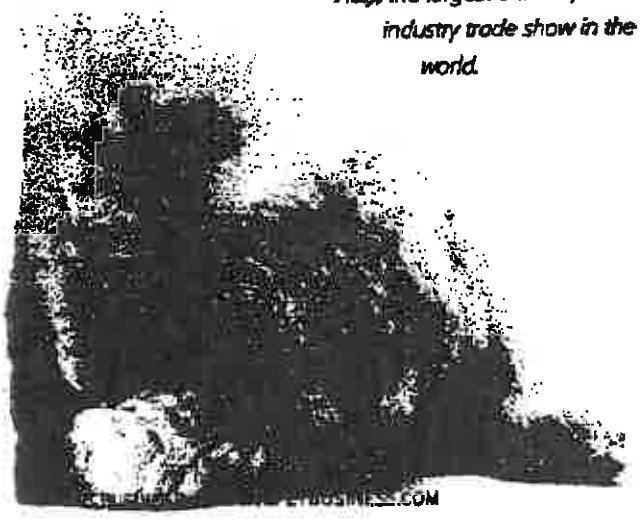


Pet Owners Survey, almost 10 million dogs are acquired every year. Many come from friends and family. An increasing number come from shelters. But a lot still come from breeders—whether through pet stores or directly from the breeders. As more of the quality breeders close up their operations, it will not deter people from getting a dog.

Shelters alone are not the answer. In a recent study, the American Society for the Prevention of Cruelty to Animals (ASPCA) indicated that about 1.6 million dogs are euthanized a year by shelters. Not all are healthy and adoptable, but assume for this argument that they all are. According to the latest APPA survey, 33 percent of dogs are acquired either through purchase at a pet store or directly from a breeder. That is about 3.3 million puppies. If quality breeders are knocked out of business, the current number of euthanized dogs will only replace half of this. Thus, if every dog possible in a shelter were adopted, there would still be a shortfall of almost two million dogs—every year.

If we continue to have legislation driving quality breeders out of business, where do you think the shortfall of new puppies will come from? It will come from sub-standard breeders, overseas illegal importation and the Internet. Somehow, this doesn't sound in line with the "logic" being put forth by the animal rights activists driving misguided legislation around the country. Maybe it is time we started to help legislators and regulators start thinking things through a little bit and have them use logic and reason rather than just falling for what sounds good. **PB**

Bob Vetere is president and CEO of the American Pet Products Association. APPA is one of the organizers of Global Pet Expo (March 12-14, 2014 in Orlando, Fla.), the largest annual pet industry trade show in the world.



THESE PREMISES? HSUS WHO WANTS NOTHING MORE THEN AN END TO ALL ANIMAL BREEDING? AT USDA LICENSED FACILITIES THE PREMISES AND THE ANIMALES ARE ALREADY MONITORED) WHAT HAS HAPPENED TO FREE ENTERPISE AND WE AS TAX PAYING BUSINESSES. RESCUES PAY NO TAXES AND TAKE AND SELL PUPPIES AND DOGS. WHY DO YOU THINK SO MANY ARE TRYING TO GET INTO THIS LUCRATIVE BUSINESS. THEY MAY SAY THEY ADOPT THEM OUT BUT IN MY BOOK ANYTIME MONEY EXCHANGES HANDS FOR AN ITEM IT IS A SELL!

What the City simply needs now is not the support of our Delray Beach residents- because that support is overwhelmingly- but your support as elected officials. We are not attempting to drive retail owners out of business, but to rather ban the sale of puppies that derive from Puppy Mills and Commercial Breeding Factories. **(AGAIN WE ARE TAX PAYING ENTERPRISES WHERE RESCUES AND SHELTERS ARE NOT. THE PUBLIC STILL WANTS THEIR ANIMALS AND AGAIN MOST DO NOT WANT A SHELTER OR RESCUE DOG. ALMOST EVERYDAY I HEAR FROM SOMEONE WONDERING WHY THEY CAN NOT FIND A BREED OF PUPPY THEY ARE LOOKING FOR. I TELL THEM PEOPLE LIKE STACY ABERLE ARE MAKING IT SO YOU WILL NOT BE ABLE TO GET THAT PUREBRED PUPPY ANY MORE.)**

Your support will allow Delray Beach to move forward and be recorded as another great city with a moral compass, a leader that can help us move forward county by county, state by state, so that this cruelty toward innocent animals comes to an end.

Thank you for your support in this important matter.

Dr. Stacy Aberle **(DR. OF WHAT?)**

Delray Beach, FL 33444

Dear Honorable Commissioners:

I am concerned that the residents of Delray Beach are tolerating the cruelty of a retail store on prime Atlantic Avenue that sells designer puppies. These puppies have been tracked and are originating from puppy mills, mostly in the Southwest and Midwest, that cage animals in wired tiny pens for their whole lives to do nothing but breed until they are killed or die from abuse.**(DOES SHE HAVE PROOF OF THIS- IF SO SHOW US)** I am also concerned with the health of the puppies as well as the enormous vet bills that have accompanied these puppies to unsuspecting consumers who do not fully understand the origination of their puppy.**(WHAT ABOUT THE HEALTH OF "RESCUE DOGS". DO THEY COME WITH A WARRANTY?)** Owners of pet stores often state that they sell from USDA Commercial Breeders.**(THE LAW REQUIRES THAT PET STORES BUY FROM USDA LICENSED BREEDERS)** These are in fact mills with the ONLY requirement being 6 inches around the dog to live their entire life on wire floors. **(WHAT IS THE DEFINITION OF A "MILL". WHERE DOES SHE GET THAT THIS IS THE "ONLY" REQUIREMENT. SHE OBVIOUSLY HAS NEVER HAD A USDA INSPECTION. SOME OF OUR DOGS LIVE IN KENNELS THAT ARE 3 FEET BY 12 FEET WITH 3-4 TOY SIZE DOGS IN EACH KENNEL, OTHERS LIVE IN KENNELS THAT ARE 4 FEET BY 18 FEET. ALL HAVE INDOOR OUTDOOR RUNS WITH HEATING AND AIR CONDITIONING. Fresh water is available at all times as well as food)**

You may not be aware that three to four million animals are killed in shelters each year and over one million puppies are produced by USDA licensed facilities (they supply pet shops) each year.**(NOT EVERYONE WANTS TO BUY A SHELTER ANIMAL AND SOMEONE ELSES PROBLEMS.)** Over 99% of the puppies and kittens that are sold in pet stores come from puppy and kitten mills that are poorly regulated, if at all. **(AGAIN WE MUST BE USDA LICENSED TO SELL TO PET STORES. WE ARE INSPECTED AT LEAST ANUALLY WITH NO NOTICE, PLUS IN THE STATE OF KANSAS WE ARE INSPECTED BY THEM ALSO. THESE INSPECTIONS ARE VERY THOROUGH)** The animals are over-bred in horrific conditions that do not support their physical or mental well-being and in turn, are sold at high prices to unsuspecting consumers who are left with sick and dying animals. **(WHAT DOES SHE CLASSIFY AS OVER BRED: DOGS IN THE WILD BREED EVERYTIME THE FEMALE CYCLES WHICH IS A MINIMUM OF EVERY 6 MONTHS MOST CLOSER TO EVERY 8 MONTHS. CAN SHE SHOW CURRENT-WITHIN THE LAST 2 YEARS OF ALL THESE HORRIFIC CONDITIONS THESE ANIMALS ARE SUPPOSE TO BE IN.)**

Other Florida cities--Lake Worth, Wellington, Coral Gables, Hallandale, Hollywood, Flagler Beach, Opa-Locka, North Bay Village, Margate and Pinecrest (with deliberations ensuing in Miami, Davie and Fort Lauderdale)-- have already passed this legislation to cut the pipeline to the puppy mills. Outside of Florida, Austin, Albuquerque, Hollywood, Lake Tahoe, Irvine, Laguna Beach, and New York City (with the deliberation of Los Angeles presently ensuing) as well as NUMEROUS others cities following suit DAILY have also banned the sale of animals in retail establishments, allowing only for rescues or local hobby breeders puppies (where the parents and premises can be monitored) to be sold. **((WHO IS GOING TO MONITOR**

15. Thirty-one Members of Congress have requested that either the IRS, or the Treasury Department or the Justice Department, or all three of those Federal Agencies open an investigation into the excessive lobbying and prohibited political campaign activities of the HSUS.

16. An even darker cloud is hovering over the credibility of the HSUS and its deceptive practices and misrepresentations with respect to the fact that it is a Defendant in a Lawsuit, along with other Animal Rights Organizations and Individuals, including the HSUS Vice President who also serves as the Chief of the HSUS Litigation Division. The Lawsuit was filed by the Feld Corporation, the Parent Company of Ringling Brothers Circus, after a Lawsuit filed against it was dismissed because the "witness" who testified against the Feld Corporation was determined not to be a "credible witness" by a Federal Judge because he was paid by the Defendants to testify against the Feld Corporation. One of the checks that was used to cover the Witness Fund for the Defendants was signed by Mr. Pacelle, the President and CEO of the HSUS. The allegations against the HSUS and ASPCA included a violation of the Racketeer Influenced and Corrupt Organization (RICO) Act. Over a year ago, the Feld Corporation dropped the ASPCA as a Defendant after the ASPCA paid the Feld Corporation $9.3 Million, which clearly suggests that the ASPCA was guilty of a RICO violation, and the ASPCA decided that it was in its best interest to "settle" in order to protect itself from greater liability. In contrast, the HSUS is continuing to defend itself, and if it is not successful in defending itself, it will be liable to pay the Feld Corporation over $75 Million Dollars for damages and punitive damages for its wrong doing!!!!!! Stop and think about how much the HSUS could have helped Animals, Children and the Aged if it was not acting as if it is *"Above the Law!"*

In light of the above illustrative examples of how the HSUS and the ASPCA and their respective "credibility", in reality, are not all that they are perceived to be, any representations that they make about any breeder or pet store should not only be taken with a "grain of salt," but they should be taken with a King-Sized Salt Lick. In a word, no representation made by the HSUS or the ASPCA should be "TRUSTED" as being a truthful fact. In short, if the HSUS or the ASPCA were reprising the role of Pinocchio, their noses would extend Around the World!

be promoted or carried on are: (1) To protect all living things, especially animals, children and the aged, from cruelty and neglect." How tragic is the hypocrisy of the HSUS which does not operate a single shelter for dogs, and a review of its Tax Returns for the Last 8 Years reveals only a small percent of its gross revenue goes towards the direct care of any animals, and ..... absolutely ZERO - - ZIP ZERO - - DOLLARS HAVE EVER BEEN EXPENDED FOR THE PROTECTION OF CHILDREN OR THE AGED FROM CRUELTY AND NEGLECT!!!!! The HSUS has masterfully deceived the American Public and Elected Officials into believing that it does so much for animals, whereas existing evidence reveals that over 50% of its revenues goes toward the direct and indirect lobbying activities of the HSUS, which lobbying activities permitted Mr. Pacelle to boast that "*we have passed 1,000 laws in the last decade!*"

11. In support of allegations of deception orchestrated by the HSUS in order to support its "Factory Fund Raising Operations" to support its Lobbying Activities, the Oklahoma Attorney General has opened an investigation to determine if organizations, such as the HSUS, have fraudulently sought contributions to help animals after devastating tornados in 2013, but did not use the contributions to help the animals in Oklahoma.

12. Based upon an Affidavit-Declaration that was filed by the HSUS Deputy Director for Programs and Policies, the HSUS has expended over $500 Million to support its Lobbying activities that resulted in Mr. Pacelle being able to boast that the HSUS was responsible for passing 1,000 laws in the last decade. The Lawsuit was filed by the State Attorneys General who are challenging a California "Egg" Statute, and the HSUS Affidavit admits that it expended over $10 Million in its lobbying efforts to pass just this one of 1,000 laws, which is being challenged by the Six State Attorneys General.

13. Each year the HSUS sponsors or co-sponsors Lobby Days in State Capitols for the express purpose of lobbying State Legislators. For example, the HSUS Lobby Day for Florida occurred at the State Capitol in Tallahassee on March 26, 2014. And in past years, it has conducted over Lobby Days in over 40 State Capitols, but it never reports any of those expenses as "lobby expenses" on it Tax Returns so that it will not lose its Tax Exempt, Public Charity Status. Perhaps the HSUS will come under closer scrutiny for its violations of the U.S. Tax Code now that Lois Lerner, who is a Member of the HSUS, is no longer providing protective cover for the HSUS.

14. The HSUS is the subject of an ongoing investigation by the Office of the Treasury's Inspector General for Tax Administration because of over 3,000 pages of documents that substantiate the that HSUS has engaged in excessive lobbying and prohibited political campaign activities. (IG Complaint File 55-1307-0105-C)

5. **Stop and reflect for a moment and ask the question, why are the Animal Rights Organizations directly and indirectly attempting to seek the repeal of the Animal Enterprise Terrorism Act? Is it because they realize that their vigilante actions may subject them to arrest, conviction and jail time?!?!?!?**

6. **And when Mr. Pacelle, the President and CEO of the HSUS, was asked to condemn those who violate the Animal Enterprise Terrorism Act (AETA), he did not do so, and he went on to suggest that the AETA, a Domestic Terrorism Act, is an *"unjust law"* that is worthy of *"civil disobedience"* in order to do away with the Law?!?!?!?!!? (See Attached.)**

7. **Could the reason that Mr. Pacelle would not condemn those who directly violate the AETA be based upon the fact that Mr. J.P. Goodwin, the HSUS Director of Animal Cruelty Policy, has a criminal record of vandalizing furriers and meat markets, and that at the time of his arrest, he admitted his affiliation with the Animal Liberation Front (ALF)? In this regard, the following quote from the FBI Website is chilling: *"During the past several years, special interest extremism--as characterized by the Animal Liberation Front (ALF) and the Earth Liberation Front (ELF)--has emerged as a serious terrorist threat. The FBI estimates that ALF/ELF have committed approximately 600 criminal acts in the United States since 1996, resulting in damages in excess of 42 million dollars.***

8. **And why has the HSUS never identified, by name, a responsible breeder? Could it be because Mr. Pacelle has suggested, in writing, that all breeders who consider themselves to be responsible, are actually "puppy millers?!?!?!?!" (See Attached.)**

9. **And why have the HSUS and the ASPCA never acknowledged that the Federal Standards that apply to the kennels of all USDA Licensed Breeders are more stringent than the Federal and State Standards for Nursing Homes where many of Our Loved Ones must spend the twilight of their lives? For example, if the temperature rises above 90 degrees in a kennel, the USDA Licensed breeder is in direct violation of the implementing regulations of the Animal Welfare Act. In contrast, no such temperature standards apply to Nursing Homes, and aged residents with respiratory problems are left to endure the heat with no recourse or oversight. In short, one is left to conclude that the Federal and State Governments are more concerned about the welfare of dogs and puppies than the welfare of Our Aged Loved Ones.**

10. **And the "Dirty Little Secret" that the HSUS never discusses is found in its Original Articles of Incorporation that were dated November 22, 1954. In this regard, Subparagraph 1 of its Third Article explicitly stated that *"The objects or purposes to***

THE HUMANE SOCIETY
OF THE UNITED STATES

January 18, 2008

OFFICERS
DIRECTORS
STAFF WITH FIDUCIARY

Franklin W. Losey
5248 Skyline Drive
Cold Spring, KY 41076

Dear Mr. Losey:

Thank you for your follow up letter of January 7th. It appears that we share some common interests, and I do hope that you will continue to advocate for reasonable animal protection positions, though it is clear that we will continue to differ on a number of subjects.

I must take exception to your comment "no animal protection group has unequivocally condemned fringe and extremists animal protection groups that act as though they are above the law." HSUS has indeed unequivocally condemned extremist illegal activities, and I sent you our statement on that point. I have repeatedly spoken on this issue in public settings, in the press, at animal protection conferences, and at other appropriate times. My statements are a matter of public record.

The idea you espouse that acceptance of civil disobedience weakens the position does not represent sound thinking, in my opinion. This nation has a strong tradition of civil disobedience where people in a transparent, peaceful, non-violent way take action to draw attention to unjust laws. Elected officials, clergy, and social reform advocates, including the Rev. Martin Luther King, Jr. have engaged in civil disobedience, and a far larger universe of Americans accept the principle. In fact, the careful application of this principle has been a crucial tool in the enactment of a wide range of social reforms.

Violence, vandalism, threats, and intimidation are at odds with the core notions of a civil society and also at odds with any common sense understanding of what constitutes civil disobedience.

I hope you now understand our position better, and I hope that you will be an advocate of protecting animals from cruelty and mistreatment in the future.

Sincerely,

Wayne Pacelle
President & CEO

WP/pag

Dear Mayor Diane Bendekovic and Council Members, 4/6/14

Petland Plantation, owners Robert & Victoria Siegel are shocked by the Puppy Ban Amendment first reading this Wednesday as well as the lack of notice to such a meeting afforded us. We have been business owners in the town of Davie for nearly eight years and inquired with the City of Plantation prior to opening this second location just two short months ago and were told that no there is no such ban coming to our city. As is true in most industries, there is much more to the Puppy industry than seems to be shared with your town council prior to the surprise meeting. The following are some FACTS that I would like to share with council members prior to the next scheduled meeting:

According to ASPCA as little as 2% of puppies are purchased from pet stores, "puppy mills" are breeders who avoid USDA regulation and sell directly to the customers over the internet and not to pet stores. At 2%, if all pet stores stopped selling puppies tomorrow, not a single breeder would go out of business.

Not all petstores are the same just as not all doctors or lawyers are the same. What makes Petland the best is that we work with the AKC, USDA and animal welfare groups to improve breeder standards. Our corporate officers have contributed efforts together with the USDA and other industry leaders in shutting sub standard breeding facilities down. Having said that, taking petstores out of the equation therefore takes the checks and balances out of the industry entirely allowing sub standard breeders to thrive.

According to ASPCA, 20% of all dogs dropped off at shelters were actually adopted from the shelter. Certainly not matching the right pet with the right customer and meeting their needs, which is exactly what we at Petland do best.

Hundreds, possibly thousands of puppies and dogs are brought into the Broward Humane Society from other countries yearly. If over population and unhealthy dogs are an issue, why is this allowed in the state of Florida?

The NAIA states that upwards of 300,000 puppies are brought into the United States from other countries such as Puerto Rico, Columbia and South America yearly. These are the puppies that attribute to the full shelters, these puppies are not coming from inspected United States kennels, are not properly vaccinated and are "sold" from humane societies and rescues that are not obligated to pay taxes.

Protecting consumer's right to purchase is omnipotent, by forcing people to rescue as opposed to buying what they want seems illegal. To push consumers out of the town of Plantation to purchase what they can get in other surrounding towns does not make sense either. Do you realize that Petland Davie paid almost $95,000.00 in sales tax to the state of Florida in 2013? We would expect Petland Plantation to do the same in sales tax to the state as history shows.

We at Petland take pride in matching the right pet with the right customer, our warranties that we provide ensure that we purchase from the top breeders available. I can tell you that nearly all of our customers do not purchase spontaneously, it is a well thought out purchase. The actual purchasing process takes approximately 2 hours and we provide our customers with so many goods and services to

make the transition from our place to their home as smooth as possible. During our tenure in Davie, we have placed over 5000 puppies into happy families which we are very proud of. Bringing this same great effort to the city of Plantation is something we are very proud of as well.

Prohibiting the sale of puppies will also have a trickle down effect to the many other businesses that are supported by puppy sales. Such businesses as veterinarians, groomers, trainers and stores such as Petsmart, Petco and Pet Supermarket would begin to decline as well. Again, this decline would not mean the "puppy mill" would be corrected but would be worsened as breeders regulations would be non existent.

I believe you all made the decision to put this ordinance on the agenda for the upcoming scheduled meeting from your hearts but truthfully taking Petland out of protecting this industries' standards would be to allow private breeders who have no regulations to further decay this industry. Furthermore, the Humane Society of the United States collects billions a year from donations and less than 1% of those monies goes to helping animals. It is for this reason that the HSUS is again having actions taken against them by the Attorney General and for years now there is humanewatch.org who brings updated information to the general public about the HSUS atrocities. Please be aware that the HSUS is NOT a government agency as the name is deceiving and meant to confuse the general public.

On a personal note, we have 2 ½ years left on our lease as well as 3 years left on our bank note still owed at our Davie Petland location and we have 5 full years on our new current lease at the Fountains in Plantation which also has many years of note payments to come. We spent over a year building the Plantation location, were approved in a special assessment that went to the Plantation townspeople prior to getting city approval to build and do not understand how the council members could put this on the agenda now after we have opened for business.

I have attached a very eye opening article written by Bob Vetere, the President and CEO of the American Pet Products Association. Please take the time to read this article so that the City of Plantation does not make a horrible mistake to our industry while all along thinking they are doing the right thing.

Please note that our corporate President Joe Watson has been working with the Davie town attorney John Rayson for several months now in order to rectify the current ordinance that is being circulated throughout cities in south florida. I am sure Mr. Watson will be happy to share with Plantation's City attorney the same revisions to this cookie cutter ordinance that does not solve a "puppy mill" problem and uses unreliable sources as references. I was unable to find the exact ordinance that the city of Plantation intends to reference on Wednesday April 9th at 7:30 and would appreciate if one could be emailed directly to this email address so that I may also share this with my attorney Robert Sweetapple.

Sincerely,
Robert & Victoria Siegel
Petlands Davie & Plantation

Davie Residents

To Whom It May Concern,

I have been in the pet industry for almost 27 years. Half of that as a veterinary technician at a large 5 doctor practice and the other with Petland. I have spent the last 6 ½ years working for Petland, Inc. as a Franchisee Support coordinator. I work with franchisees covering best practices, training, day to day operations and breeder relationships. Part of this is visiting breeders on a regular basis, seeing with our own eyes the care and conditions of where our puppies come from. I, personally, have been on numerous breeder trips with franchisees. During these trips we review the breeders USDA reports, walk their premises and spend time getting to know WHO the breeder is.

Some of the first things we look at are...

USDA Report. This report is publically available through APHIS. Any person can pull this site up and get information on the breeder. If a breeder fails their inspection or doesn't meet our standard we don't buy from them. They are put on Petland's Do-Not- Buy list. These are breeders we don't work with, ever. If a franchisee is found purchasing puppies from this list, their franchise is in jeopardy of default. We also visit our Hobby breeders even through they're not licensed.

Presentation. What does the breeders place look like, is it clean? Are there areas the adult dogs can exercise, run, play and just be dogs? We don't rely on the breeder to just say "yes, we socialize our dogs," we must see this for ourselves. Is the grass worn? Does the dog know the routine or is this new? (you can tell if this is normal) Are there toys or activities for the dog? Are the dogs allowed to play together? (they're pack animals so this is important)

What do the dogs look like? Are their coats in good condition? Are there any abrasions or sores ANYWHERE on the dogs? What kind of food do they eat? Are they vaccinated? Is there water available at all times?

Socialization. This is very important in our visit. We look at social skills of the dog. Does it run up to you? Or does it cower? Does it know its name when called? Does it recognize the breeder with excitement? Does it run to strangers?

Breeder. We spend time getting to know the breeder. Who are they? What are their reasons for breeding dogs? Most do it for the love of the breed! Do they go to regular breeder conferences? Do they participate in continuing education conferences?

All of the above is about the adult dogs/ parents of the puppies. Once we've determined the breeder is good and the parents of the puppies are good, we then look at the puppies and go through all of the same observations.

If any of the observations are questionable we do not buy from that breeder.

So what is a puppy mill? I ask this since I personally have never seen one. I've been on many trips to breeders and have yet to run across any. It takes a lot of time, energy and money to be a successful breeder. Our breeders are inspected every year. They know their reports are posted for all to see. Who

would spend all this time, energy and money to have a knowingly bad inspection? We work ONLY with licensed and inspected breeders, or hobby breeders. Even the hobby breeders we work with turn in paperwork and are tracked through the USDA, monitoring that they are staying within the guidelines. A breeder is required to be regulated if they sell to pet stores. If they sell on the internet to the unknown consumer, there is no regulation. If a local person breeds their dogs and sells through the newspaper or internet there is no regulation. How do we know they are doing the right thing? Could they be a puppy mill? At Petland we visit our breeders, review their inspection and ensure that the parents are cared for as well as the puppies. We are part of the solution. Families looking for their first puppy or an additional puppy should be able to choose the puppy that fits them, all the while knowing it came from a reputable breeder.

Pet Counselors educate the family on the proper care of the puppy. They go over in detail the tools needed to meet the 4 basic needs. We set up our customers for success before they leave the store. 85% of dogs that end up at a shelter are there for behavior issues. Many are because no one ever explained how to properly care for the puppy hence leading it to destructive behaviors.

All of our puppies are microchipped with a unique number in a chip. This chip number is enrolled in a nationwide amber alert type system through AKCcar. If the pet is ever lost or stolen, an amber alert is sent out. If the dog is picked up by animal control or dropped at a shelter they are required to scan the dog looking for a chip. If the owner is unreachable for any reason, Petland is always listed as an alternate contact. ANY Petland puppy that ends up in a shelter or rescue or at animal control can be picked up by a Petland representative and kept until contact is made with owner. If that doesn't happen Petland will find a forever home for that dog. We never want to burden a shelter or rescue group.

At Petland we change lives and create magic every day! We have the opportunity to see a family come in and interact with several breeds of puppies to determine what fits their family and lifestyle creating a perfect match. Our Pet Counselors educate the customer on the breed, its characteristics and finally how to properly care for it at home so the new family is successful with their new family member. Everyone deserves the right to choose where they get their next pet from and what type or age that pet is going to be. At Petland we take that very seriously.

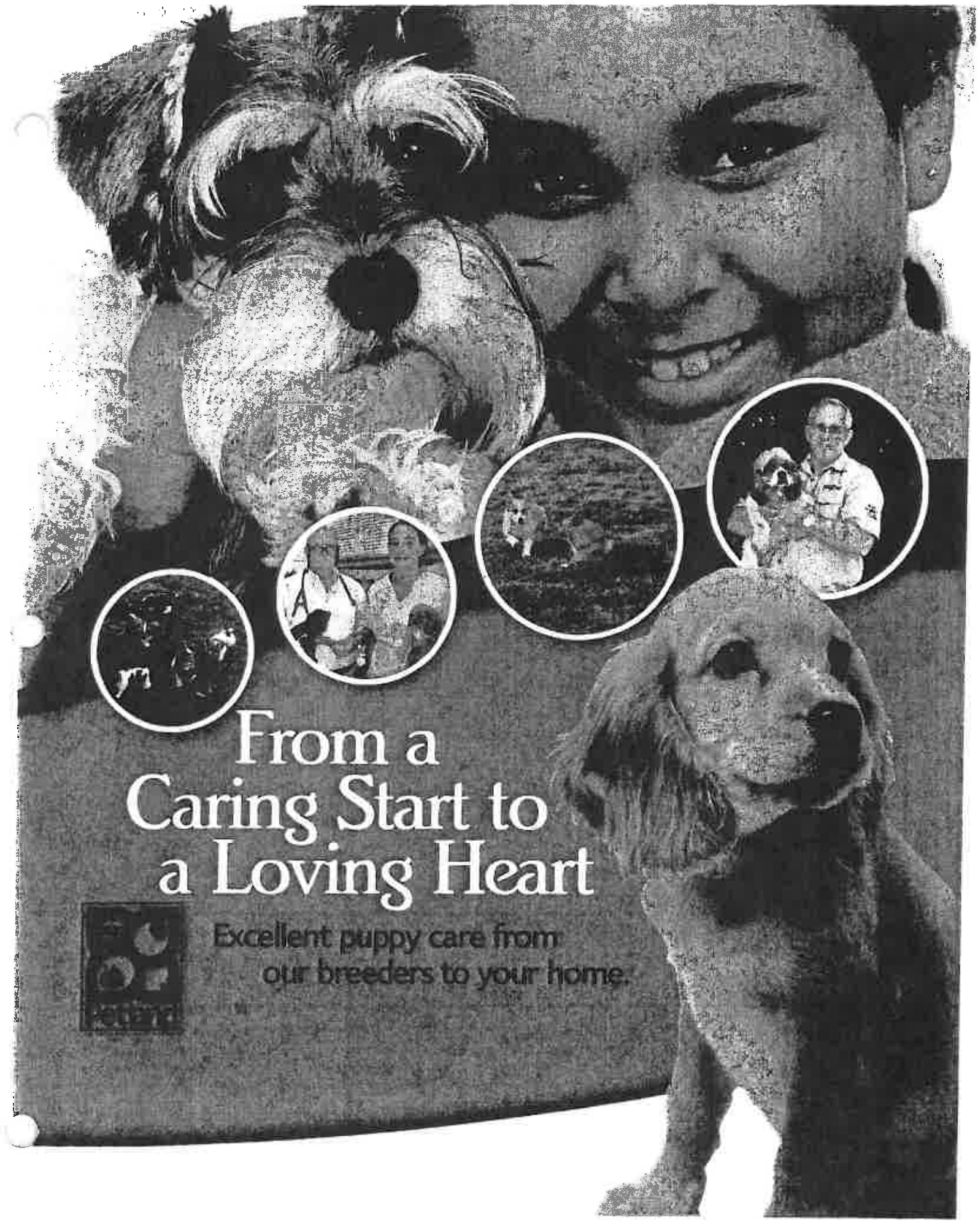
740.804.3448
carin.barker2@petlandinc.com

Carin Barker

Petland, Inc

Included in this packet

a) Where our puppies come from with Pictures of a breeder trip Sept. 2013
b) Do Not Buy page c) What Petland puppies come with d)Florida Pet Lemon Law
e) Microchip information f) Training information g) Community Service


From a
Caring Start to
a Loving Heart
Excellent puppy care from
our breeders to your home.

Where Our Puppies Come From

Our pets come from professional and hobby breeders who have years of experience in raising quality family pets.

Petland puppies are veterinarian checked prior to arriving at our store and veterinarian checked while in our care.

Excellent puppy care from our breeders to your home.

Petland

Where do our Puppies come from?

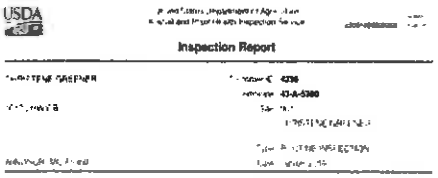
- USDA licensed and inspected breeders.

  No direct violations in their last inspection
- Hobby breeders.
- Adopt-A-Pet Sources.

USDA Reports

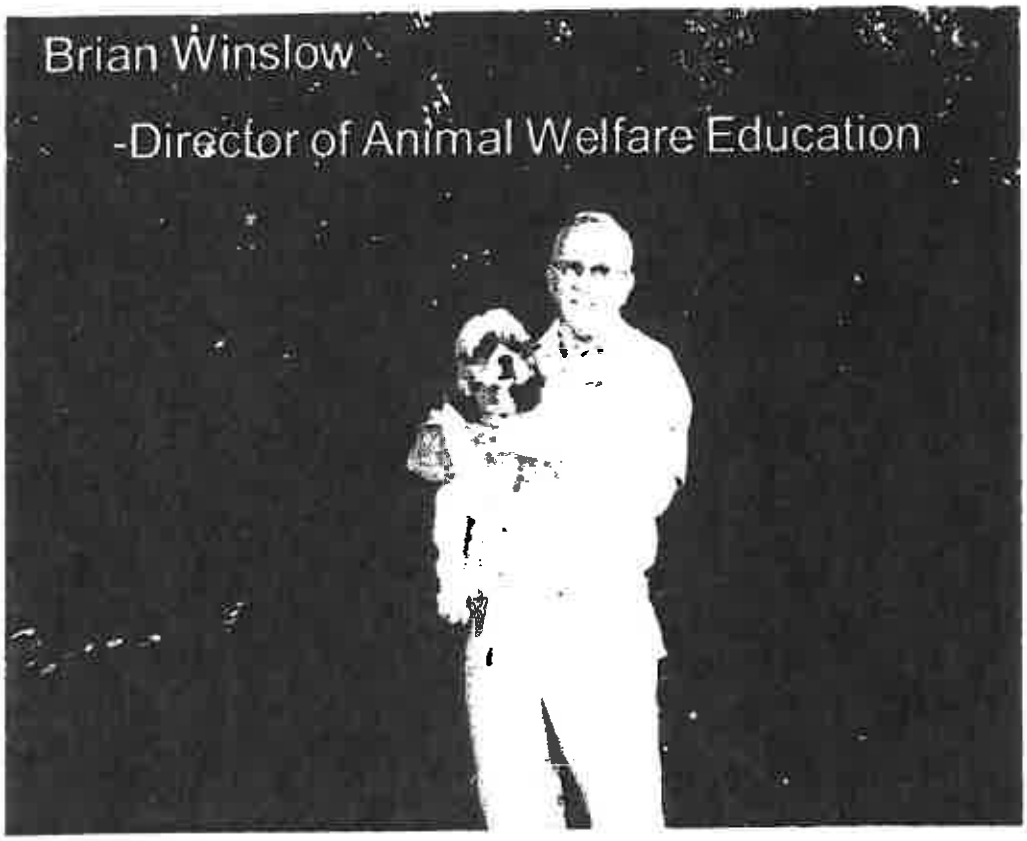
- Find USDA Inspection Reports online at

http://acissearch.aphis.usda.gov/LPASearch/faces/Warning.jspx


USDA

Inspection Report

Where Our Puppies Come From



- Long history of improving the industry
- Dedicated employee

DAY

Petland, Inc sponsors several trips per year. We take store owners and their staff to see and meet the breeders where their puppies come from.

30am to

agenda for the day...

We are Ready to roll....

First stop.....

Margorie Phillips.

This was a nice, clean, small

facility of Bostons ...

Stop #2. Terri Schnieders.

Jim and Johanna Abernathy

We are in Bulldog HEAVEN at Terri's place.....

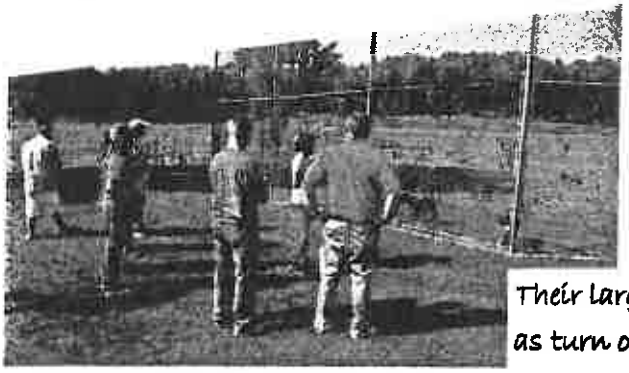
There are 20 bull dog pups in this picture...

Next stop,

Niki Burnside's Kennel

Stop #4,

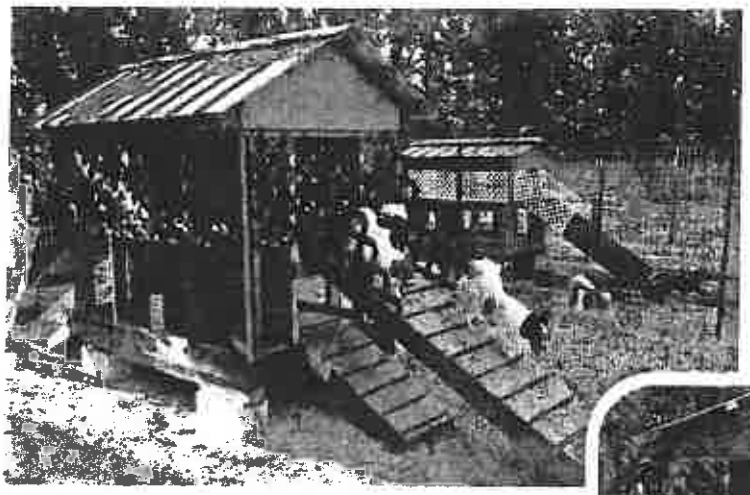
Abbey and Kenneth Anderson



Their large breeds have baseball fields as turn out yards..... Amazing

Last stop for the day,

Terry and Howard Beuning



Some of the exercise areas at the Beuning place.

Day 1 wrapped up in Neosho, MO.

We got to sit in on the Heartland MPBA chapter meeting with about 20 breeders present.....

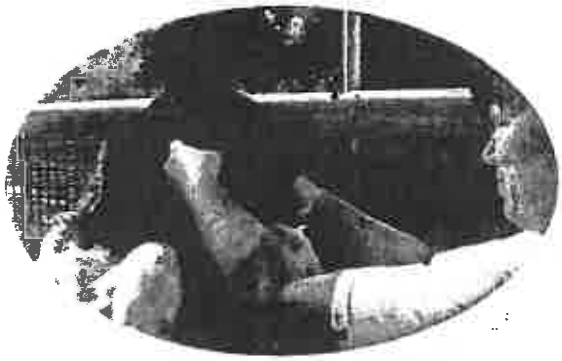
They served us delicious BBQ.. straight from the farm.

DAY 2

Pulling out of the hotel 8:30am.

First stop,

Dave and Judy Miller

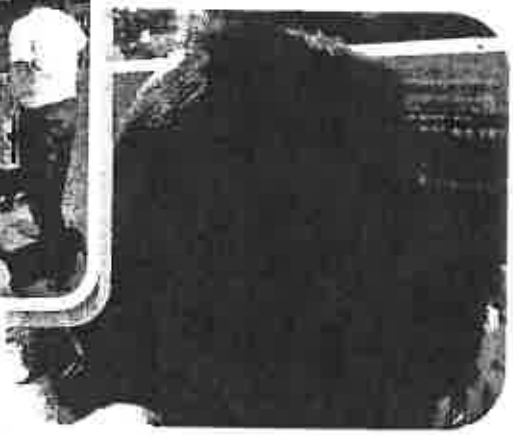


LOVE

LOVE

LOVE

Newfy's



Nick Acosta, with PetKey spent the morning visiting breeders with us...

Next stop.....

Tad and LaDonna Daily

Stacy Mason, AKC, sharing some breed standard information about French bulldogs with us.

We wrapped Day 2 up in West Plains, MO.

Stacy Mason , AKC, conducted a continuing education meeting for about 40 breeders. Royal Canin, Bobby Schmitt and DR. Kessler were both there as guest speakers.

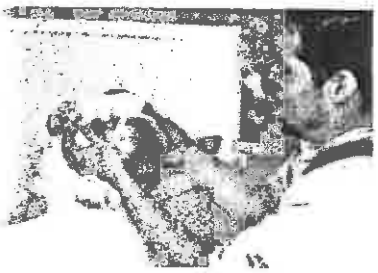
DAY 3

On the road again....

Teresa Casssigner

The Puppy

Socializers.....



I will NOT be ignored....

Final Stop for the day...

Jerry and Marlene Bundy

We drove down this road.

Then stopped for Dramamine

when passengers turned green...

DAY 4

Final Day, started out in Springfield, Mo

Elaine and George Craig

One of the Jonas brothers bought their pup from Elaine. Look for her on "Married to Jonas"

Stacy giving us some insight on breed standard.

Sorry Hunt, but that poodle is running from you..... running really fast too....

Did she hear some of your music?

A BIG kiss Right on the mouth....

Petland Do Not Buy List

The following is a list of kennels that, because of low standard[illegible] not Buy List".

Purchasing puppies from the Do Not Buy list is against policy. Franchisee can be issued a default letter

B

B&B kennels; Beverly Fields, 43-A-123: Multiple and rep

Bar M Ranch Kennel; Diana and Floyd Miller, 43-A-4989 (Ca. violations.

C

Mary Carpenter; 48-A-0302; Melvern, KS; Multiple repeat violations and direct violations.

Beaver Creek Kennels – Jeff Fortin, Oberlin, KS, 48B-0225: Multiple violations

Tina Carr; 43-A-5672; Hannibal, MO; Multiple repeat and direct violations.

Chestnut Grove Kennel; Floyd Martin; 23-B-0174; Pennsylvania; USDA violations.

David and Joane Cline; 42-A-1429; Sully, IA; Direct Violation and multiple repeat.

Circle B Farms; Brand Cheney; 43B-3698; Huntsville, MO

Clearwater Kennels - Wanda Kretzman, 41-B-0190; MN
USDA report has 91 pages of refusal of inspections and they have multiple issues that are not resolved within subsequent visits

Cloverleaf Kennel; Janelle Yates; 43-A-5324; Missouri; USDA violations.

Country Side Kennels - Iberia, MO
Very poor standards. Refused inspection.

Lou Cox; 43-A-1976; Chillicothe, MO; Repeat direct violations and multiple indirect.

F

Elizabeth Frederick; 43-A-5650; Missouri; USDA violations.

Caryl and Joe (Billy Joe) Freeman; 43-A-5696; Seneca, MO; Repeat Direct violations.

Gingerich Farms; Paul and Pollie Gingerich, 43-A-3766: Multiple and repeat violations.

G

Gone to the Dogs; Barbara McCoy, 43-A-2807: Multiple and repeat violations.

From a Caring Start to a Loving Heart

All Petland Puppies are current on their vaccinations and de-wormings.

Petkey

Petland

Medical Sheet
Petland Chillicothe
881 N. Bridge St.
Chillicothe, Ohio 45601
740-773-1982

Ref #: 7336
Microchip: 941000015077136
Breed: Bernese Mountain Dog
Coloring: Black
Markings: Rust / White
Kennel #:

Birth Date: 6/30/2013
Gender: Male
Spay/Neuter: No
Feeding Amt:
Registry: APRI
Breeder: David and Katherine Graber

Vaccinations:

Item Name	Date	Expiration	Manufacturer	Lot	Complete
DA2PP+CVK	9/11/2013				Yes
Ivomec	8/25/2013		Aspen		Yes
Ivomec	8/11/2013		Aspen		Yes
Ivomec	7/28/2013		Aspen		Yes

Other:

Item Name	Date	Expiration	Manufacturer	Lot	Complete
Strongid T	9/11/2013				Yes
Strongid T	9/5/2013				Yes
Hernia Umbilical	8/30/2013				Yes
PANACUR(5DAYS)	8/18/2013		Intervet		Yes
NeoVac (DA2)	8/18/2013		Neotech Labs		Yes
Intra Trac 3 (Bordatella)	8/11/2013		Schering-Plough		Yes
Neopar (High Titer Parvo)	8/11/2013		Neotech Labs		Yes
PANACUR(5DAYS)	8/4/2013		Intervet		Yes
NeoVac (DA2)	8/4/2013		Neotech Labs		Yes
Neopar (High Titer Parvo)	7/28/2013		Neotech Labs		Yes
Intra Trac 3 (Bordatella)	7/28/2013		Schering-Plough		Yes
Pyran 50 (Pyrantel)	7/21/2013		Columbia Labs		Yes
Pyran 50 (Pyrantel)	7/14/2013		Columbia Labs		Yes
Iron Supplement	7/14/2013				Yes
Pyran 50 (Pyrantel)	7/7/2013		Columbia Labs		Yes

Notes & Diagnosis:

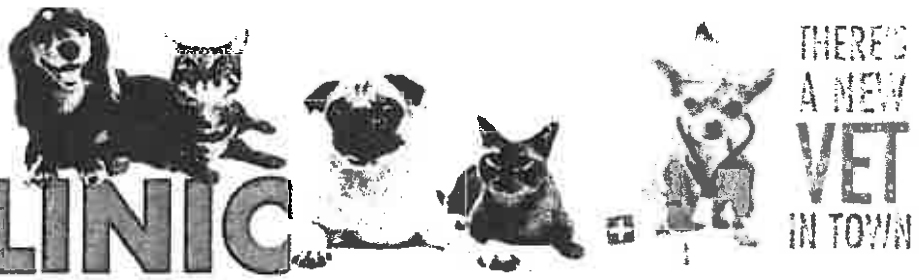
Health protocols are under the direction of the Veterinarians at:

NORTH FORK ANIMAL CLINIC

9/13/2013

Petland

Nob Hill ANIMAL CLINIC



855 N NOB HILL RD, PLANTATION, FL 33324
TEL 954-226-5777 FAX 954-780-8676
Mon-Fri 9am-6pm/Sat 9am-4pm

CONGRATULATIONS!

The staff of **Nob Hill Animal Clinic** happily joins the staff of **Petland** congratulating you on your recent addition to the family. We are looking forward to meeting you and your new companion!

Nob Hill Animal Clinic is pleased to offer the following special services for your new puppy at no cost:

- **One Year Complimentary Office Visit - Comprehensive Wellness Exam**
- **Free Fecal Exam & Deworming**
- **One free month of Heartworm Prevention, with a purchase of a six month supply.**

The above offers are valid only if you bring your new pet for their initial visit within 3 Business days of taking him/her home, and you must bring your paperwork in with you to the initial visit as proof of date of purchase. This offer is voided if you should choose to select another veterinary hospital for the initial examination of your new pet. Please call us at 954-226-5777, to schedule an appointment.

At the time of purchase, your companion's vaccinations and treatments are up to date. However, your pets will require additional vaccinations to maintain their health. Fees for such services are not included in this offer, but special discounts are available to Petland clients. Your pet is just as important to us as they are to your family. We look forward to seeing you soon!

TAMARAC ANIMAL CLINIC	CUTLER BAY ANIMAL CLINIC	WESTWOOD ANIMAL CLINIC
6863 W COMMERCIAL BLVD	18966 SOUTH DIXIE HWY	3960 SW 109TH AVENUE
TAMARAC, FL 33319	CUTLER BAY, FL 33157	MIAMI, FL 33165
TEL. 954-586-8686	TEL. 305-251-4244	TEL. 305-553-0033
Mon-Fri 9am-6pm/Sat 9am-4pm	Mon-Fri 9am-6pm/Sat 9am-4pm	Mon-Fri 9am-6pm/Sat 9am-4pm

KENDALL DRIVE ANIMAL HOSPITAL	ANIMAL CLINIC of UNIVERSITY DRIVE
13882 SW 88TH STREET	2410 N. UNIVERSITY DR
KENDALL, FL 33186	SUNRISE, FL 33322
TEL. 305-408-7771	954-835-5777
Mon-Fri 9am-6pm/Sat 9am-4pm	Mon-Fri 9am-6pm/Sat 9am-4pm

Collar #: P3	**Reference #:** 5206	**Breed:**	MORKIE		**Microchip#:** 0A02280047
Whelp Date: 12/30/2013	**Registry:**	**Sex:**	Female	**Color:BRINDLE**	
Date of Sale: 03/04/2014	**Sold To:** [redacted]				

Petland

PETLAND PETS MAKE LIFE BETTER!

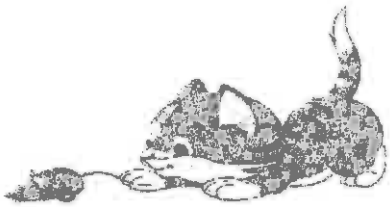
11482 W. State Rd 84, Davie FL 33325 (954) 474-4380

Customer Checklist

Congratulations on your New Puppy!

Here at Petland Davie we are dedicated to making this experience as easy and fun for you and your family as you take your new puppy home.

- ♡ **Schedule your FREE Vet Visit**
- ♡ **Schedule your Grooming Appointments**
- ♡ **Confirm your FREE Training Class Appointment**
- ♡ **Activate your 60 Day Free Trial of the AKC Accidental Insurance**
- ♡ **Confirm your Information with AKC Companion Animal Recovery**
- ♡ **Have Fun!**



IMPORTANT PHONE NUMBERS

Petland

DAVIE & PLANTATION

Davie 954-474-4380

Plantation 954-616-5467

"We're glad to help!"

Nob Hill ANIMAL CLINIC

HEALTHY PETS ARE HAPPY PETS

855 North Nob Hill Road

Plantation, FL 33324

(954) 226-5777

Petland Claims & Warranties Department

Petlandcw@hotmail.com

Phone: (941) 391-5412

Fax: (941) 391-5413

Please don't hesitate to call us at 954-474-4380 if you have any questions.

From a
Cari
a

All puppies come with a warranty. It adheres to the 2013 Fla. Pet Lemon Law

Petland offers the best warranty in the State of Florida:

- Health
- Congenital
- Hereditary

PETLAND CHILLICOTHE PUPPY WARRANTY

Petland
PETLAND PETS MAKE LIFE BETTER!

Pet ID:	[RETAILER_PET_ID]	Puppy Registry:	[PET_REGISTRY]	Customer:	[OWNER_FIRST_NAME] [OWNER_LAST_NAME]
Breed:	[PET_BREED]	Puppy Birthdate:	[PET_BIRTH_DATE]	Address:	[OWNER_ADDRESS1] [OWNER_ADDRESS2]
Gender:	[PET_GENDER]	Puppy Sold Price:	[RETAILER_SOLD_PRICE]	City/St/Zip:	[OWNER_CITY] [OWNER_STATE] [OWNER_POSTAL_CODE]
Microchip:	[PET_MICROCHIP]	Puppy Sold Date:	[PET_SOLD_DATE]	Phone:	[OWNER_PHONE]
Coloring:	[PET_COLORING] [PET_MARKINGS]	Pet Counselor:	[RETAILER_SELLING_AGENT]	Email:	[OWNER_EMAIL]

INITIAL VETERINARY EXAM

INITIAL_____

This warranty is void unless a licensed veterinarian examines this puppy within four business days of purchase. During the initial exam, should the veterinarian diagnose any physical health problem that will require further veterinarian care, you may bring your puppy to North Fork Animal Clinic where all reasonable diagnostics and treatment will be at no cost to you. If the health problems are debilitating or critical in nature, Petland Chillicothe will offer you another puppy in exchange, up to your original purchase price. North Fork Animal Clinic, whose findings will govern this warranty, must concur with any diagnosis.

14 DAY PUPPY HEALTH WARRANTY

INITIAL_____

Should a veterinarian diagnose this puppy with Parvovirus, Distemper, Hepatitis, Canine Influenza, or other Respiratory Infection within the fourteen days immediately following your purchase, you may bring your puppy to the North Fork Animal Clinic, where all reasonable diagnostics and treatment will be at no cost to you.

1 YEAR PUPPY HEREDITARY AND CONGENITAL WARRANTY

INITIAL_____

Should a veterinarian diagnose, within 1 year of the purchase date, a hereditary or congenital disorder that is currently interfering with this puppy's ability to lead a normal life, Petland Chillicothe will allow either:

1.) - **full credit of the original purchase price toward the purchase of another puppy**

or

2.) - **reimbursement of appropriate veterinary bills up to 50% of the purchase price. You must supply Petland Chillicothe with your veterinarian's written report within fourteen days of diagnosis. North Fork Animal Clinic, whose findings will govern this warranty, must concur with any diagnosis.**

LIMITATION OF WARRANTY

INITIAL_____

Puppies are not sold on a trial basis, and ALL PUPPY SALES ARE FINAL. There are NO RETURNS OR REFUNDS. This limited warranty is neither an all-risk life insurance policy nor short-term or long-term health insurance for your puppy. Petland Chillicothe will not reimburse or be responsible for expenses at any veterinarian other than the North Fork Animal Clinic. Warranty applies to medical conditions clearly in effect before this puppy left Petland Chillicothe. Health conditions that develop after purchase, which are not a result of the stay at Petland Chillicothe, are not covered and are the customer's responsibility. For puppies not under the care of North Fork Animal Clinic after purchase, it is the customers' responsibility to document that the condition existed at time of purchase and that the puppy was under the continual care of a veterinarian for said condition. Fecal exams, Vaccinations and Dewormings are not covered under this warranty and are the responsibility of the customer. Costs for diagnostic procedures are not included under the 1-year warranty and are the responsibility of the customer. Expenses related to customer's other pets are not covered under this warranty and the responsibility of the customer. Failure to follow veterinarian-provided treatment guidelines shall void any warranty. Petland Chillicothe Warranty applies to this puppy and to the original purchaser only; this warranty is void if the puppy is sold, traded or no longer in the possession of the original purchaser. There is no warranty for hypoglycemia, training or behavior problems, or for allergies of the puppy or for people to the puppy. This puppy is provided solely as a companion pet. There is no warranty that the puppy may be used for showing or breeding. This warranty is intended to clarify yours as well as Petland Chillicothe's rights and responsibilities in the event there is a problem with your puppy. The initial examination and the timely submission of veterinarian reports are conditions precedent to the effectiveness of this limited warranty. The above constitute the entire warranties provided by Petland Chillicothe.

48 HOUR RETURN POLICY

INITIAL_____

Purchasing a puppy should not be an impulsive decision, and it is our customers' responsibility to understand that they are making a decision for the lifetime of the puppy. Petland Chillicothe incurs considerable expense and risk when a puppy leaves our store. While we do not loan out puppies, we understand that sometimes customers decide they have made a mistake in purchasing a puppy. If the customer decides within the 48 hours that they are unable to keep this puppy, it may, at the discretion of the Petland General Manager, be returned for a refund of the purchase price less a 50% ($300.00 minimum) Cash administration fee.

I acknowledge that I have read, understand and agree to the Petland Warranty and return policy as stated above.

CUSTOMER SIGNATURE_____

Petland

5150

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Animal Industry
Bureau of Animal Disease Control

OFFICIAL CERTIFICATE OF VETERINARY INSPECTION FOR INTRASTATE SALE OF A DOG OR CAT

EXPIRES 30 DAYS FROM DATE OF ISSUANCE

Pursuant to Section 828.29, F.S., Rule 5C-27 and Rule 5C-28, F.A.C.

Section 828.29, Florida Statutes, provides that each dog or cat offered for sale within the state must be accompanied by a current Official Certificate of Veterinary Inspection (OCVI), issued by a veterinarian licensed by the state and accredited by the United States Department of Agriculture.

SELLER			PURCHASER		
Name: PETLAND DAVIE			Name:		Purchase Date:
Address: 11482 WEST STATE RD 84			Address:		
City: DAVIE	State: FL	Zip Code: 33325	City:	State:	Zip Code:

ANIMAL IDENTIFICATION					Optional
Species: ☒ Dog ☐ Cat	Age or Birth Date: 12/05/2013	Sex: ☐ Male ☒ Female	Breed(s): COCKER SPANIEL	Color(s): BUFF	Tattoo: Microchip: 0A01796652

HEALTH RECORD INFORMATION

IMMUNIZATIONS

VACCINE	MANUF	TYPE	LOT #	EXP DATE	DATE OF ADMIN	DATE OF ADMIN	VACCINE	MANUF	TYPE	LOT #	EXP DATE	DATE OF ADMIN	DATE OF ADMIN
Canine Distemper	NOB	MLV	02121561C	10/01/14	02/06/14	—	Bordetella	BI	MLV	112618A	06/15/14	02/06/14	—
Hepatitis	NOB	MLV	02121561C	10/01/14	02/06/14	—	Rabies	TOO	YOUNG	—	TOO	YOUNG	—
Parainfluenza	NOB	MLV	02121561C	10/01/14	02/06/14	—	Panleukopenia						
Leptospirosis	TOO	YOUNG	—	TOO	YOUNG	—	Feline Viral Rhinotracheitis						
Canine Parvo	NOB	MLV	02121561C	10/01/14	02/06/14	—	Calicivirus						

DIAGNOSTIC TEST	TEST TYPE	MANUFACTURER	DATE OF NEGATIVE TEST
Canine Heartworm			
Feline Leukemia			
Fecal Test	FLOTATION	IN HOUSE	02/06/2014
Other Test			

ANTHELMINTIC	TYPE	MANUFACTURER	DATE ADMINISTERED
Broad Spectrum	PYRANTEL	PHOENIX PHARMACY	02/06/2014
Other Anthelmintic			

OTHER INFORMATION/COMMENTS: Albon daily for 10 days as prevention. Leptospirosis vaccination not in the best medical interest. Too young for Rabies vaccine. Needs additional vaccines. Needs Heart Worm prevention.

TEMP: 101.3 PETLAND ID: 5150

ISSUING VETERINARIAN'S CERTIFICATION: I hereby certify that the described animal was examined by me on the date shown; that the vaccines, anthelmintics, and diagnostic tests indicated herein, were administered by me, or under my direction; said animal is found to be healthy in that to the best of my knowledge it exhibits no sign of contagious or infectious diseases and has no evidence of internal or external parasites, including coccidiosis and ear mites, but excluding fleas and ticks; and to the best of my knowledge the animal has not been exposed to rabies, nor did the animal originate from an area under a quarantine for rabies.

SIGNATURE: _____ Exam Date: 02/06/2014

Printed Name: DR. GUILLERMO QUINTERO, DVM FL Lic. No.: VM11096

Address: 855 N NOB HILL RD City: PLANTATION State: FL Zip Code: 33324

Hospital/Clinic: NOB HILL ANIMAL CLINIC Telephone: (954) - 226 - 5777

Questions: State Veterinarian's Office: Division of Animal Industry, 407 S. Calhoun Street, Tallahassee, FL 32399-0800 Phone: 850-410-0900 Web: www.freshfromflorida.com/ai
Distribution: Original – Purchaser, One Copy – Seller, One Copy – Examining Veterinarian
Retention: The examining veterinarian must retain one copy of the official certificate of veterinary inspection on file for at least 1 year after the date of examination. The seller must retain one copy of the official certificate of veterinary inspection on record for at least 1 year after the date of sale.
DACS-09085 Rev. 07/08

828.29 Dogs and cats transported or offered for sale; health requirements; consumer guarantee.—

(1)(a) For each dog transported into the state for sale, the tests, vaccines, and anthelmintics required by this section must be administered by or under the direction of a veterinarian, licensed by the state of origin and accredited by the United States Department of Agriculture, who issues the official certificate of veterinary inspection. The tests, vaccines, and anthelmintics must be administered no more than 30 days and no less than 14 days before the dog's entry into the state. The official certificate of veterinary inspection certifying compliance with this section must accompany each dog transported into the state for sale.

(b) For each dog offered for sale within the state, the tests, vaccines, and anthelmintics required by this section must be administered by or under the direction of a veterinarian, licensed by the state and accredited by the United States Department of Agriculture, who issues the official certificate of veterinary inspection. The tests, vaccines, and anthelmintics must be administered before the dog is offered for sale in the state, unless the licensed, accredited veterinarian certifies on the official certificate of veterinary inspection that to inoculate or deworm the dog is not in the best medical interest of the dog, in which case the vaccine or anthelmintic may not be administered to that particular dog. Each dog must receive vaccines and anthelmintics against the following diseases and internal parasites:

1. Canine distemper.
2. Leptospirosis.
3. Bordetella (by intranasal inoculation or by an alternative method of administration if deemed necessary by the attending veterinarian and noted on the health certificate, which must be administered in this state once before sale).
4. Parainfluenza.
5. Hepatitis.
6. Canine parvo.
7. Rabies, provided the dog is over 3 months of age and the inoculation is administered by a licensed veterinarian.
8. Roundworms.
9. Hookworms.

If the dog is under 4 months of age, the tests, vaccines, and anthelmintics required by this section

must be administered no more than 21 days before sale within the state. If the dog is 4 months of age or older, the tests, vaccines, and anthelmintics required by this section must be administered at or after 3 months of age, but no more than 1 year before sale within the state.

(2)(a) For each cat transported into the state for sale, the tests, vaccines, and anthelmintics required by this section must be administered by or under the direction of a veterinarian, licensed by the state of origin and accredited by the United States Department of Agriculture, who issues the official certificate of veterinary inspection. The tests, vaccines, and anthelmintics must be administered no more than 30 days and no less than 14 days before the cat's entry into the state. The official certificate of veterinary inspection certifying compliance with this section must accompany each cat transported into the state for sale.

(b) For each cat offered for sale within the state, the tests, vaccines, and anthelmintics required by this section must be administered by or under the direction of a veterinarian, licensed by the state and accredited by the United States Department of Agriculture, who issues the official certificate of veterinary inspection. The tests, vaccines, and anthelmintics must be administered before the cat is offered for sale in the state, unless the licensed, accredited veterinarian certifies on the official certificate of veterinary inspection that to inoculate or deworm the cat is not in the best medical interest of the cat, in which case the vaccine or anthelmintic may not be administered to that particular cat. Each cat must receive vaccines and anthelmintics against the following diseases and internal parasites:

1. Panleukopenia.
2. Feline viral rhinotracheitis.
3. Calici virus.
4. Rabies, if the cat is over 3 months of age and the inoculation is administered by a licensed veterinarian.
5. Hookworms.
6. Roundworms.

If the cat is under 4 months of age, the tests, vaccines, and anthelmintics required by this section must be administered no more than 21 days before sale within the state. If the cat is 4 months of age or older, the tests, vaccines, and anthelmintics required by this section must be administered at or after 3 months of age, but no more than 1 year before sale within the state.

(3)(a) Each dog or cat subject to subsection (1) or subsection (2) must be accompanied by a current official certificate of veterinary inspection at all times while being offered for sale within the state. The examining veterinarian must retain one copy of the official certificate of veterinary inspection on file for at least 1 year after the date of examination. At the time of sale of the animal, one copy of the official certificate of veterinary inspection must be given to the buyer. The

seller must retain one copy of the official certificate of veterinary inspection on record for at least 1 year after the date of sale.

(b) The term "official certificate of veterinary inspection" means a legible certificate of veterinary inspection signed by the examining veterinarian licensed by the state of origin and accredited by the United States Department of Agriculture, that shows the age, sex, breed, color, and health record of the dog or cat, the printed or typed names and addresses of the person or business from whom the animal was obtained, the consignor or seller, the consignee or purchaser, and the examining veterinarian, and the veterinarian's license number. The official certificate of veterinary inspection must list all vaccines and deworming medications administered to the dog or cat, including the manufacturer, vaccine, type, lot number, expiration date, and the dates of administration thereof, and must state that the examining veterinarian warrants that, to the best of his or her knowledge, the animal has no sign of contagious or infectious diseases and has no evidence of internal or external parasites, including coccidiosis and ear mites, but excluding fleas and ticks. The Department of Agriculture and Consumer Services shall supply the official intrastate certificate of veterinary inspection required by this section at cost.

(c) The examination of each dog and cat by a veterinarian must take place no more than 30 days before the sale within the state. The examination must include, but not be limited to, a fecal test to determine if the dog or cat is free of internal parasites, including hookworms, roundworms, tapeworms, and whipworms. If the examination warrants, the dog or cat must be treated with a specific anthelmintic. In the absence of a definitive parasitic diagnosis, each dog or cat must be given a broad spectrum anthelmintic. Each dog over 6 months of age must also be tested for heartworms. Each cat must also be tested for feline leukemia before being offered for sale in the state. All of these tests must be performed by or under the supervision of a licensed veterinarian, and the results of the tests must be listed on the official certificate of veterinary inspection.

(d) All dogs and cats offered for sale and copies of certificates held by the seller and veterinarian are subject to inspection by any agent of the Department of Agriculture and Consumer Services, any agent of the United States Department of Agriculture, any law enforcement officer, or any agent appointed under s. 828.03.

(4) A person may not transport into the state for sale or offer for sale within the state any dog or cat that is less than 8 weeks of age.

(5) If, within 14 days following the sale by a pet dealer of an animal subject to this section, a licensed veterinarian of the consumer's choosing certifies that, at the time of the sale, the animal was unfit for purchase due to illness or disease, the presence of symptoms of a contagious or infectious disease, or the presence of internal or external parasites, excluding fleas and ticks; or if, within 1 year following the sale of an animal subject to this section, a licensed veterinarian of the consumer's choosing certifies such animal to be unfit for purchase due to a congenital or

hereditary disorder which adversely affects the health of the animal; or if, within 1 year following the sale of an animal subject to this section, the breed, sex, or health of such animal is found to have been misrepresented to the consumer, the pet dealer shall afford the consumer the right to choose one of the following options:

(a) The right to return the animal and receive a refund of the purchase price, including the sales tax, and reimbursement for reasonable veterinary costs directly related to the veterinarian's examination and certification that the dog or cat is unfit for purchase pursuant to this section and directly related to necessary emergency services and treatment undertaken to relieve suffering;

(b) The right to return the animal and receive an exchange dog or cat of the consumer's choice of equivalent value, and reimbursement for reasonable veterinary costs directly related to the veterinarian's examination and certification that the dog or cat is unfit for purchase pursuant to this section and directly related to necessary emergency services and treatment undertaken to relieve suffering; or

(c) The right to retain the animal and receive reimbursement for reasonable veterinary costs for necessary services and treatment related to the attempt to cure or curing of the dog or cat.

Reimbursement for veterinary costs may not exceed the purchase price of the animal. The cost of veterinary services is reasonable if comparable to the cost of similar services rendered by other licensed veterinarians in proximity to the treating veterinarian and the services rendered are appropriate for the certification by the veterinarian.

(6) A consumer may sign a waiver relinquishing his or her right to return the dog or cat for congenital or hereditary disorders. In the case of such waiver, the consumer has 48 normal business hours, excluding weekends and holidays, in which to have the animal examined by a licensed veterinarian of the consumer's choosing. If the veterinarian certifies that, at the time of sale, the dog or cat was unfit for purchase due to a congenital or hereditary disorder, the pet dealer must afford the consumer the right to choose one of the following options:

(a) The right to return the animal and receive a refund of the purchase price, including sales tax, but excluding the veterinary costs related to the certification that the dog or cat is unfit; or

(b) The right to return the animal and receive an exchange dog or cat of the consumer's choice of equivalent value, but not a refund of the veterinary costs related to the certification that the dog or cat is unfit.

(7) A pet dealer may specifically state at the time of sale, in writing to the consumer, the presence of specific congenital or hereditary disorders, in which case the consumer has no right to any refund or exchange for those disorders.

(8) The refund or exchange required by subsection (5) or subsection (6) shall be made by the pet dealer not later than 10 business days following receipt of a signed veterinary certification as

required in subsection (5) or subsection (6). The consumer must notify the pet dealer within 2 business days after the veterinarian's determination that the animal is unfit. The written certification of unfitness must be presented to the pet dealer not later than 3 business days following receipt thereof by the consumer.

(9) An animal may not be determined unfit for sale on account of an injury sustained or illness contracted after the consumer takes possession of the animal. A veterinary finding of intestinal or external parasites is not grounds for declaring a dog or cat unfit for sale unless the animal is clinically ill because of that condition.

(10) If a pet dealer wishes to contest a demand for veterinary expenses, refund, or exchange made by a consumer under this section, the dealer may require the consumer to produce the animal for examination by a licensed veterinarian designated by the dealer. Upon such examination, if the consumer and the dealer are unable to reach an agreement that constitutes one of the options set forth in subsection (5) or subsection (6) within 10 business days following receipt of the animal for such examination, the consumer may initiate an action in a court of competent jurisdiction to recover or obtain reimbursement of veterinary expenses, refund, or exchange.

(11) This section does not in any way limit the rights or remedies that are otherwise available to a consumer under any other law.

(12) Every pet dealer who sells an animal to a consumer must provide the consumer at the time of sale with a written notice, printed or typed, which reads as follows:

> It is the consumer's right, pursuant to section 828.29, Florida Statutes, to receive a certificate of veterinary inspection with each dog or cat purchased from a pet dealer. Such certificate shall list all vaccines and deworming medications administered to the animal and shall state that the animal has been examined by a Florida-licensed veterinarian who certifies that, to the best of the veterinarian's knowledge, the animal was found to have been healthy at the time of the veterinary examination. In the event that the consumer purchases the animal and finds it to have been unfit for purchase as provided in section 828.29(5), Florida Statutes, the consumer must notify the pet dealer within 2 business days of the veterinarian's determination that the animal was unfit. The consumer has the right to retain, return, or exchange the animal and receive reimbursement for certain related veterinary services rendered to the animal, subject to the right of the dealer to have the animal examined by another veterinarian.

(13) For the purposes of subsections (5)-(12) and (16), the term "pet dealer" means any person, firm, partnership, corporation, or other association which, in the ordinary course of business,

engages in the sale of more than two litters, or 20 dogs or cats, per year, whichever is greater, to the public. This definition includes breeders of animals who sell such animals directly to a consumer.

(14) The state attorney may bring an action to enjoin any violator of this section or s. 828.12 or s. 828.13 from being a pet dealer.

(15) County-operated or city-operated animal control agencies and registered nonprofit humane organizations are exempt from this section.

(16) A pet dealer may not knowingly misrepresent the breed, sex, or health of any dog or cat offered for sale within the state.

(17) Except as otherwise provided in this chapter, a person who violates any provision of this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s.775.083.

History.—s. 1, ch. 81-234; s. 1, ch. 90-154; s. 23, ch. 90-321; s. 9, ch. 91-294; s. 8, ch. 93-13; s. 1290, ch. 97-102; s. 2, ch. 2002-51.

Note.—Former s. 585.195; s. 828.31; s. 585.95.

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Petland

PETLAND PETS MAKE LIFE BETTER!

ALL our dogs can join in AKC®

fun and tradition!

AMERICAN KENNEL CLUB®

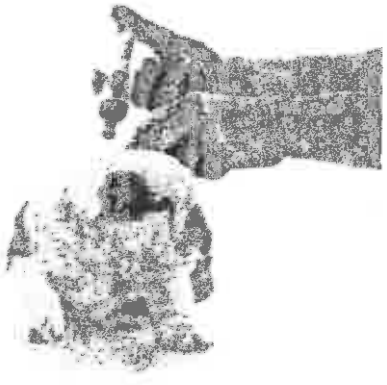
Protecting Your New Pet

All Petland Puppies Are Protected Through Microchipping and Through Help Me Find My Pet If They Were To Be Lost Or Stolen

Microchip:

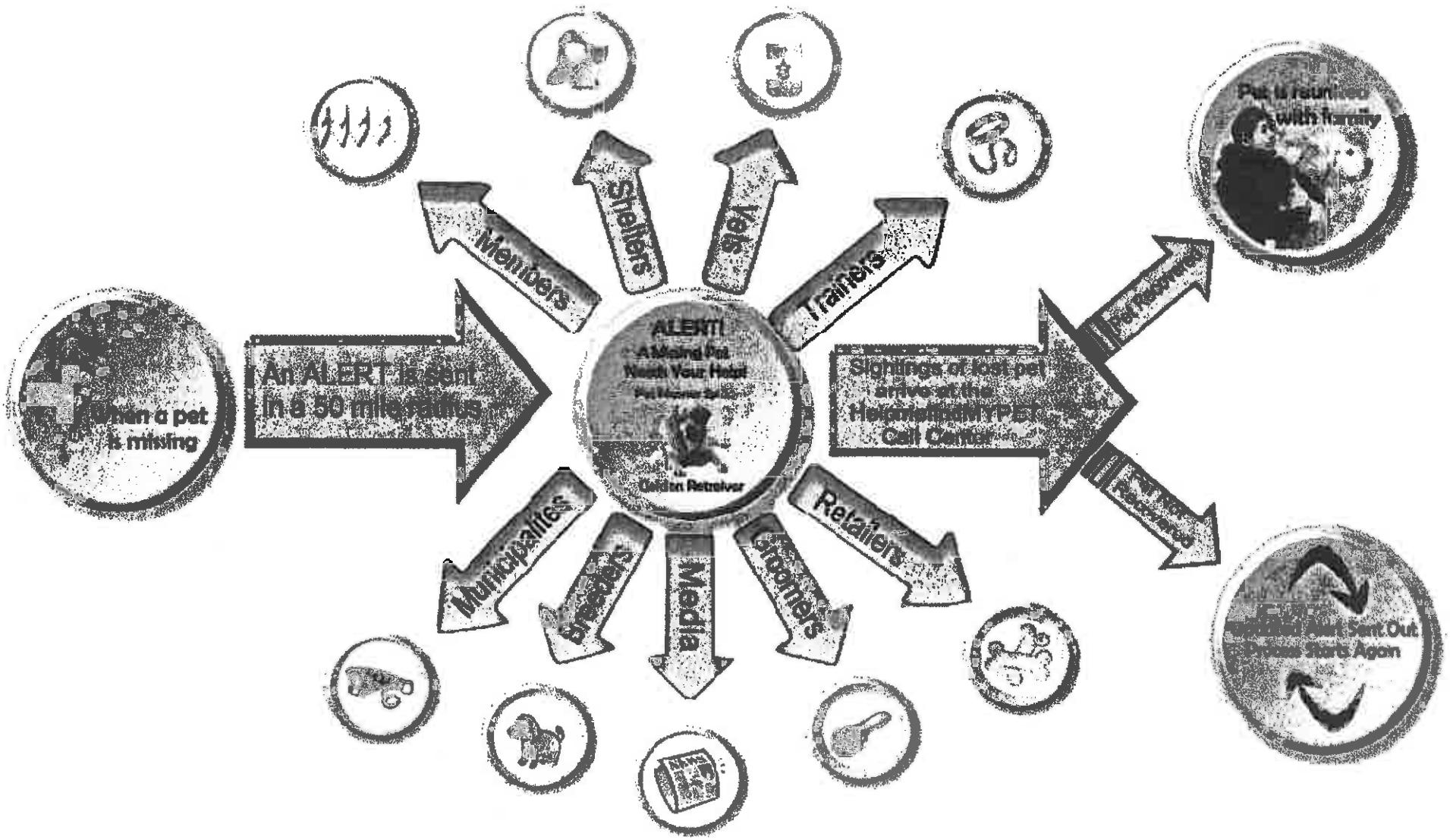
All Of Our Puppies Are Microchipped With An ISO Chip. The Chip Is Implanted In Between Its Shoulder Blades And Is Administered Like A Shot. This Microchip Is Then Registered The National Databse, AAHA. Microchipping Is Not A GPS Tracker. If Your Puppy Is Ever Lost Or Stolen And It Shows Up At A Vet Clinic, Shelter Or Humane Society They Must Legally Scan The Animal For A Microchip. As Long As the Chip Is Registered They WIll Call You And Let You Know They Have Your Dog.

AAHA ACCREDITED
The Standard of Veterinary Excellence



1.) Lost and Found protection

How it Works



When a pet is missing
An ALERT is sent in a 50 mile radius
Members
Shelters
Vets
Trainers
ALERT!
A Missing Pet Needs Your Help!
Golden Retriever
Sightings of lost pet arrive at the Helpmeline/MYPET Call Center
Pet is reunited with family
Pet Recovered
Pet Not Recovered
Municipalities
Breeders
Media
Groomers
Retailers
Updated Alert Sent Out Process Starts Again

Ongoing Professional Support

Petland puppies go home with Pets for a Lifetime Resource Kits. This free, comprehensive dog training program includes a DVD on puppy training by Brian Donovan, a nationally-recognized professional canine behavior specialist, a free canine behavior training membership and a free help-line for dog owners with canine behaviors that are not addressed in the provided educational materials.

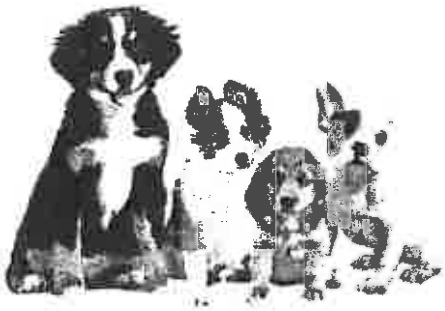
Every family learns about the 4 basic needs of their new puppy before they leave Petland. This makes the transition smooth for both.

Excellent puppy care from our breeders to your home.

Petland

DOGstar products

- Video in Resource kit covers housebreaking, nipping, chewing, puppy obedience and much more.
- Bonus video teaches dog to walk on leash, come when called and to stop jumping up.
- Puppy parents will get FREE behavior training membership with unlimited access to hours of additional training videos
- Puppy training through advanced obedience
- Umlimited access to free professional training support



PUPPY Basic Needs

Petland
PETLAND PETS MAKE LIFE BETTER!™

BETTER PETS · PET EXPERTS · PET CARE EDUCATION

Behavioral

Training Resource Kit - Includes a toll free number for professional consulta tion and a training DVD.

Puppy Training Kennel – Aids with housebreaking as puppies are denning animals by nature and want to keep the area where they eat and sleep clean Kennels can also prevent destructive behaviors when you're not home.

Housebreaking Aids - A scented spray attracts puppies to acceptable elimination areas. We recommend Petland Housebreaking Aid

Puppy Treats – Positive reinforcement when training and creating desirable housebreaking behaviors.

Chew Toys A puppy chews because he is teething. We recommend a minimum of 6 puppy safe toys.

Collar and/or Harness – Necessary for identification tags, and keeps puppy under control and safe Remove while puppy is in a carrier or kennel

Leash Keeps puppies under control and safe.

Deterrents or Repellants – Helps keep puppy away from specific items and areas (chewing, biting, and establishing boundaries).
We recommend Petland Bitter Works.

Behavior Modification Tools - Proper use of training collars and boundary devices can speed up puppy training and discourage disruptive behavior

Environmental

Water Bottle – The most sanitary option for providing water in a puppy's kennel.

Food and Water Bowls – Containers for puppy to eat and drink from. Stain less steel and ceramic are the most durable and hardest to tip over.

Dog Tie-out and Tie-out Stake - Best used with supervision, these ensure your puppy is contained while outside. Also reduces clean-up area!

Dog Bed - A comfortable place for your puppy to sleep and rest.

Identification Tag – To assist in the recovery of your pet if he is lost.

Maintenance

Shampoo - Tearless puppy shampoos are gentle enough for frequent use. Never use human shampoo - it has inappropriate pH levels and is for human hair and skin. We recommend Petland Premium Shampoo!

Cologne – These products keep your puppy smelling clean and fresh without over bathing, which can cause dry skin and increased shedding.

Coat Conditioner/Crème Rinse – Especially important for long haired breeds, these products reduce matting and tangles.

Brush & Comb – Good brushing habits keep your puppy's coat healthy and reduces unwanted shedding. Great socialization activity.

Shed Reducer Food supplement to reduce shedding

Nail Clippers & File – Start nail trimming habits early and keep nails short and smooth on a regular basis.

Styptic Powder - Will stop bleeding quickly and relieves the pain if a nail is cut too short

Toothpaste and Toothbrush - Establishing good brushing habits early prevents bad breath, tooth decay, and gum disease

Stain and Odor Remover - Enzymatically breaks down organic stains that attract the puppy back to the same areas. We recommend Petland Premium Stain and Odor Remover!

Tear Stain Remover & Ear Cleaner Keeps eyes and ears clean to prevent infection and stains.

Puppy Book Training information, breed information & instructions for ongo ing care.

Flea & Tick Product – Prevents and eliminates flea and tick outbreaks.

Nutritional

Premium Grade Puppy Food Ensures proper nutrition check for quality ingredients.

Appetite Stimulant High calorie dietary supplement Extremely important during environmental changes. Encourages good eating habits and combats hypoglycemia We use and recommend Petland Puppy Boost.

Canned Puppy Food – More palatable than dry food and can encourage puppies to eat. Small puppies should go home with several portions of wet food Older dogs should eat much more dry food than soft for better stool quality and tooth health

Store Name _____ **Address** _____ **Phone** _____

Customer Signature _____ **Date** _____ **Pet Counselor Signature** _____

Pet Therapy at Petland

The human-animal bond can be therapeutic. People are able to derive health benefits through social support, relaxation and nurturing.

At Petland we:

✓ Bring children into Petland for store tours.

✓ Visit schools to educate students on pet care.

✓ Spend time taking Petland pets to visit with senior citizens at nursing homes and assisted-living facilities.

Petland

At Petland we:

- ✓ Take pets back into store if possible
- ✓ Gather information and photo, develop flyer
- ✓ Post flyer in store, vet clinic and other locations
- ✓ Discuss pet in staff meeting
- ✓ Make calls to local resources, schools, etc.
- ✓ Keep in touch with customer

Pets for a Lifetime℠ at Petland

"All of us at Petland know you adopt our pets with the best of intentions, planning to exceed the pet's basic needs with love and proper care for a lifetime.

"Occasionally, circumstances arise, making it difficult for a pet owner to keep that lifetime promise to a Petland pet. If this is the case, please talk to our pet counselors and let Petland help find a home for your pet.

"Our goal is to see that no Petland pets end up homeless or burden an animal shelter."

Petland

Spay-Neuter at Petland

At Petland we:

- ✓ Educate new pet owners on the benefits of spaying and neutering
- ✓ Offer deep discount incentives or a free certificate for the procedure
- ✓ Are beginning to offer more pets already spayed or neutered prior to adoption

We are strong proponents of early spaying and neutering.

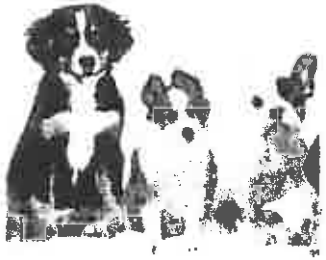
In alignment with the American Veterinary Medical Association, we encourage new pet owners to alter their pets between the ages of 8 and 16 weeks.

Petland

Petland Puppy & Kitten Resource Kits

One other way we try to keep Petland pets in good homes is through customer education. We provide each adopting customer with a Puppy or Kitten Resource Kit to aid in making a pet's transition from Petland to a loving home a successful one.

Puppy Resource Kit



Kitten Resource Kit

The Puppy Resource Kit includes a training DVD and access to a training hotline. Both kits include manufacturer's coupons, information on the pet's four basic needs and information on Petland's Enhanced Protection Program, a lost pet recovery program.

Petland

At Petland:

✓ Each store works to help address the needs of local charities deemed important in each community.

✓ Each store helps raise funds or gives supplies to assist in caring for needy pets in the community.

Safari Stan's Children's Charities at Petland

Since 1994, Petland has been fulfilling pet-related wishes for children with life-threatening medical conditions nationwide through its involvement with the **Make-A-Wish Foundation® of America.**

Also, Petland store operators collect and give donations year-round to the **St. Jude Children's Research Hospital.** Petland, Inc. makes additional donations each year to St. Jude.

Petland

SPRING 2013

Barker

A NEWSLETTER FOR MEMBERS OF THE PETLAND FAMILY

VOLUME 44, NUMBER 1

South Carolina, Kansas and Mexico welcome new Petlands

If you build it, they will come. And boy did they.

On February 16, the newest addition to the Petland family opened in Summerville Galleria in Summerville, South Carolina. Owned and operated by Mike and Janet Shaub, the 7,000 square foot was packed on opening day. With over 437 paying customers, everyone was still having fun. One customer noted, "I have had pets my entire life, but I have never had this much fun at a pet store."

Petland Summerville, SC

Quite a bit further south, Petland Mexico opened another location in Metepic, Mexico.

And, Blue Springs (MO) franchisee Jimmy Taylor just opened his second community format Petland in Olathe, KS.

Petland Metepic, Mexico

Petland Tyler, Texas now has a new face. Samit Darne took over the Tyler location in March. Congrats and welcome to the Petland family!

Congratulations also to Tony and Joyce Samples of Petland Rome, for taking over the Petland store in Dalton, Georgia.

Petland stores find homes for more than 327,000 abandoned pets

Petland recently released the latest numbers from their national Adopt-A-Pet program, a community service initiative to help place homeless pets in local communities.

"In the last 15 years, Petland has found homes for more than 327,000 unwanted or abandoned pets in their communities," said Joe Watson, President of Petland, Inc. "There is a great opportunity for Petland stores to assist local rescues and shelters in finding new homes and we invite local pet care organizations, shelters, rescue groups and individuals to take advantage of the program."

Companywide, participating Petland stores have placed 75,861 homeless puppies and dogs and 240,097 homeless kittens and cats since 1998. Although Petland stores have always accepted other pets like small animals and reptiles, that particular data has only been recorded since 2010. Since 2010, 11,459 large birds, reptiles and litters of small animals were accepted into the Adopt-A-Pet℠ program nationwide.

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Petland
PETLAND PETS MAKE LIFE BETTER!

MAKE-A-WISH
SOUTHERN FLORIDA CHAPTER

Making Wishes Come True...

When his wish granters asked 9-year–old Marlon from Miami what his dearest wish would be, there was no doubt about what was in his heart. His eager and anxious face said it all... an English bulldog! When we asked "why?", he simply replied "because they're cute & fat!" On May 18th, 2010, that's exactly what little Marlon got! His wish day was full of smiles, puppy nibbles, slobbery kisses and most of all -lots of love!

Thanks to the Make-A-Wish Foundation® of Southern Florida and the generosity of Petland, Marlon's' wish came true! Now Marlon and his new puppy, Diamond can fight his lymphoma together. Thank you Petland of Davie for making wishes come true!

We grant the wishes of children with life-threatening medical conditions to enrich the human experience with hope, strength, and joy.

Slattery, Susan

From: Ryan, Michael <MRyan@sunrisefl.gov>
Sent: Wednesday, May 28, 2014 1:36 PM
To: Lazarow, Michele; Mayor Diane Bendekovic
Cc: Jacobs, Ron; Levy, Robert; Stoner, Lynn; Fadgen, Jerry; Zimmerman, Chris; Slattery, Susan; Melanie Kahn; Don Anthony; .City Attorney
Subject: RE: HIGH IMPORTANCE

Commissioner:

Thank you for including me in this important information and keeping me updated.

I took the time to watch the news report and read the other reports referenced and cited in this email and the prior email. I also took the time to read the proposed amended ordinance as highlighted online. Obviously, the Plantation Council has the perogative to follow whatever course they see fit for their community and I am not advocating either way. I understand you were simply including me as a courtesy.

I would say I was shocked to see the news report and read the other reports regarding AKC certification and inspections. Without seeing or reading that material, I likely would have been impressed by the idea of AKC certification as a protection for consumers and to prevent further bad practices in the industry. That obviously is not the case as outlined in these reports, at least in my opinion. It is also disturbing, if true, to know that AKC has been opposing laws to protect animals and consumers.

As it stands based upon this information alone, should the puppy mill industry come back to Sunrise to propose a change in our ordinance to include the amendments as contained in the Plantation proposed ordinance for second reading, I will oppose such changes in Sunrise no matter what other cities pass ordinances to allow AKC certification as method for protection of consumers and animals. I will also provide this material to my colleagues on the Sunrise City Commission should that be necessary.

All that being said, each municipality must make their own decision based upon their own philosophy, view of the issues and the unique circumstances presented.

Thank you again for keeping me informed.

Best regards,
Mike

From: Lazarow, Michele [mlazarow@hallandalebeachfl.gov]
Sent: Wednesday, May 28, 2014 1:27 PM
To: mayor@plantation.org
Cc: rjacobs@Plantation.org; rlevy@plantation.org; lstoner@Plantation.org; jfadgen@Plantation.org; CZimmerman@plantation.org; Slattery, Susan; Melanie Kahn; Ryan, Michael; Don Anthony; donald.lunny@brinkleymorgan.com
Subject: Re: HIGH IMPORTANCE

From: Melanie Kahn [mkahn@humanesociety.org<mailto:mkahn@humanesociety.org>]

Sent: Wednesday, May 28, 2014 1:21 PM
To: Lazarow, Michele
Subject: RE: HIGH IMPORTANCE

From Melanie Kahn:

-This is a video of a raid we did on an AKC Malamute breeder who was also an AKC show judge. He was ultimately convicted of 91 counts of animal cruelty and sentenced to five years in prison. You can quote me on this: "When we raided his place in 2011, we found 161 severely malnourished malamutes living off their own feces in small cages, which is corroborated by court documents. Many of the dogs had diseases; one had advanced cancerous growths. Dead dogs were stacked outside small kennels, and empty, dirty water bowls were littered everywhere. Five of the rescued dogs died within weeks. Law enforcement officers seized 18 pregnant female dogs, and half of their litters died of lack of nutrition upon delivery. At least one malamute that should have weighed 85 pounds weighed 25 pounds.": https://www.youtube.com/watch?v=lRiTGyViyf8

-Here is a New York Times article about the AKC: http://www.nytimes.com/2013/02/10/sports/many-animal-lovers-now-see-american-kennel-club-as-an-outlier.html?pagewanted=all&_r=0

Melanie Kahn
Senior Director, Puppy Mills Campaign
mkahn@humanesociety.org<mailto:mkahn@humanesociety.org>
t 301.258.3121 c 240.404.8571
The Humane Society of the United States
2100 L Street NW Washington, DC 20037
humanesociety.org<http://humanesociety.org>
Join Our Email List Facebook Twitter

The Humane Society of the United States is rated a 4-star charity (the highest possible) by Charity Navigator, approved by the Better Business Bureau for all 20 standards for charity accountability, voted by Guidestar's Philanthropedia experts as the #1 high-impact animal protection group, and named by Worth Magazine as one of the 10 most fiscally responsible charities.

Michele Lazarow
City Commissioner
Hallandale Beach
Office: 954-457-1320
mlazarow@cohb.org<mailto:mlazarow@cohb.org>
The content of this e-mail (including any attachments) is strictly confidential and may be commercially sensitive. If you are not, or believe you may not be, the intended recipient, please advise the sender immediately by return e-mail, delete this e-mail and destroy any copies.

Slattery, Susan

From: Lazarow, Michele <mlazarow@hallandalebeachfl.gov>
Sent: Wednesday, May 28, 2014 1:27 PM
To: Mayor Diane Bendekovic
Cc: Jacobs, Ron; Levy, Robert; Stoner, Lynn; Fadgen, Jerry; Zimmerman, Chris; Slattery, Susan; Melanie Kahn; Ryan, Michael; Don Anthony; .City Attorney
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-Here is a New York Times article about the AKC: http://www.nytimes.com/2013/02/10/sports/many-animal-lovers-now-see-american-kennel-club-as-an-outlier.html?pagewanted=all&_r=0

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Michele Lazarow
City Commissioner
Hallandale Beach
Office: 954-457-1320
mlazarow@cohb.org<mailto:mlazarow@cohb.org>

Slattery, Susan

From: Lazarow, Michele <mlazarow@hallandalebeachfl.gov>
Sent: Wednesday, May 28, 2014 1:04 PM
To: Mayor Diane Bendekovic
Cc: Jacobs, Ron; Levy, Robert; Stoner, Lynn; Fadgen, Jerry; Zimmerman, Chris; Slattery, Susan; Melanie Kahn; Ryan, Michael; Don Anthony; .City Attorney
Subject: HIGH IMPORTANCE
Attachments: Koster.zip; ATT00001.htm; Koster1.jpeg; ATT00002.htm; Koster4.jpeg; ATT00003.htm; Koster12.jpeg; ATT00004.htm

Good Afternoon Plantation Mayor and all Council members.

I am sorry that I did not find out about your new ordinance until yesterday. I am now hurriedly trying to undue the damage that is being proposed.

Watch the clip here from the Today show in May 2013 and see how little AKC really means.

https://www.youtube.com/watch?v=gO75r-_kU5Y

Here are two AKC breeders who were listed in the recent HSUS puppy mills report (May 2014) "THE 101 WORST PUPPY MILLS IN THE UNITED STATES":

- Mary Kathryn Gabriel , Chien d'Or Kennel aka Gabriels Ark Kennel, Farmington Hills, MI – AKC-Linked Kennel Failed Multiple County Inspections. The HSUS was contacted about Chien d'Or kennel by the Puppy Mill Awareness group of Southeast Michigan, which has been looking into local complaints about Chien d'Or/ Gabriels Ark since July 2013. The kennel breeds AKC golden retrievers, selling puppies online and directly to the public. Photographs taken at county animal control inspections show dogs with patches of missing fur, dogs confined to small, rusty cages, dirty conditions and overcrowding. The kennel has failed many state inspections since 2008 and has been the subject of numerous buyer complaints. Pam Sordyl of Puppy Mill Awareness, has gathered extensive documentation from public records and informants, and stated, "Ms. Gabriel is a chronic offender with repeat violations to Regulation 129 governing dog kennels. The deplorable conditions of the kennels have directly impacted the dog's health, violating state animal cruelty laws, yet no charges have been filed." Gabriel primarily breeds AKC golden retrievers and advertises them on her website, www.chiendorgoldens.com<http://www.chiendorgoldens.com>.

- Jamie Bailey, Beaver City, NE – Dogs with Moldy Food and Frozen Water; Failed Four State Inspections in a Row. During at least four state inspections in a row between May 2013 and February 2014, this puppy mill failed to meet basic state requirements. During its most recent state inspection on February 18, 2014 (the most recent date available in the records received by HSUS), Bailey was found to be operating without a license, the kennels were soiled with feces, wood chips in the kennels were "soaked with urine," and dogs were living in such dark enclosures that it was difficult for the inspector to visualize them to check on their welfare. Inspectors noted on four different occasions in 2013 and 2014 that the dogs were soiled and dirty, and in December 2013, inspectors found the dogs had moldy food and frozen water. As recently as March 20, 2014, Bailey was found to be offering "AKC puppies" online and claiming to be a "state licensed kennel," via a Facebook page, on www.pupcity.com<http://www.pupcity.com> and

http://saints4lifesaintbernards.webs.com/. The latter website offers puppies for sale that were born on February 2, 2014, during the same month that Bailey was cited for not having a license. Former state license #02141215.

http://www.humanesociety.org/assets/pdfs/pets/puppy_mills/report_akc_breeders.pdf

http://www.globalanimal.org/2012/06/28/an-akc-registered-dog-means-less-than-you-think-2/77181/

I bought a dog from Puppy Palace in Hollywood with AKC papers. He was sick his entire life until he finally died two weeks ago of a heart attack.

The American Kennel Club is PAID by the breeders to use their stamp of approval for reasons such as this. The AKC blocks every single Federal puppy mill proposed legislation affording better protections or oversight. 'The legislation they block does not propose bans, but just basic conditions like heights of cage and better standards of care. For them, like the pet store peddlers, it is only about the bottom line and NOT about the dogs. They could care less about the consumer fraud that is committed with every dog sold with AKC stamped papers. You might as well take that paper and throw it in the trash.

Plantation's re-written ordinance affords zero protections for neither the consumers or the puppies. Quite the opposite. It protects the sellers ensuring their right to conduct business as usual. If Councilwoman Stoner believed the former ordinance difficult to enforce, this one is absolutely unenforceable.

Is this Council okay with the knowledge that even one sick dog is being sold to a Plantation resident? Putting an ordinance on the books that pretends to be protecting them is worse that doing nothing, especially when the veterinarian bills exceed their ability to pay them or worse, the dog dies.

If the Humane Society of the United States had known that the Plantation attorney would be working with the opposition over this past month, we might have offered suggestions as well. We were never told that Mr. Lunny was drafting a new ordinance with the Petland lawyers. Writing an ordinance with the opposition, for obvious reasons, protects their client.
Certainly they are not going to draft an ordinance which would impede their right to sell and profit from commercially bred dogs.

As someone who has spearheaded this campaign and devoted my life to this cause for the past four years, I cannot express to you how disappointed I am. If I had known that the language would be altered so drastically, rendering it useless, I would not have come to Plantation for support.

Places like Deerfield Beach, Delray Beach, and others who I will not mention in writing, have this item on upcoming agendas. Your new ordinance will seriously impede the progress which we have all worked so hard to achieve. However, if you are all unwilling to move forward with the ordinance in its original form, I am asking that you table or withdraw it until a later date. We will still have other Broward and Dade municipalities moving forward with stores as Sunrise and Wilton Manors did.

You are going to see in the coming months places like Reno, Las Vegas, Milwaukee, Philadelphia all passing this law with stores in operation.

Upon request, more documents can be shown proving that Davie and Plantation Petland owners, Vickie and Robert Siegel, bought regularly from the Humane Society of the United States "101 Worst Puppy Mills in the United States".

Charlene Koster made the most recent HSUS publication from May 2014:

"Darlene and Charlene Koster/ Rainbow Ranch Kennel – Minneapolis, KS: STILL HORRIBLE. Additional violations were documented by USDA inspectors in June 2013 and in February 2014, including a severely matted dog, dogs in the winter cold without adequate protection and puppies who had feces mixed in with their food. Still licensed, #48-B-0271."

Petland bought from the Kosters as recent as January 2014 (as you can see by the CVI) with USDA violations found the next month in February 2014. Be sure to look at the pictures of the Koster's kennels and know that this is not the exception from this industry, but rather the norm.

Thank you for your attention to this matter.

You may also contact :
Melanie Kahn
Senior Director, Puppy Mills Campaign, the Humane Society of the United States
mkahn@humanesociety.org<mailto:mkahn@humanesociety.org>
t 301.258.3121 c 240.404.8571

Commissioner Michele Lazarow
305-607-5683

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Paralegals:
Cynthia J. Bailey, CP, FCP, FRP
Deborah Smith, CP, FRP
Jamie Arden, FRP

May 28, 2014

VIA E-MAIL AND US MAIL

Donald J. Lunny, Jr., Esq.
Brinkley Morgan
200 E Las Olas Blvd Ste 1900
Fort Lauderdale, Florida 33301

Re: Plantation Ordinance re: sale of puppies

Dear Don:

Thank you for your letter and proposed ordinance regarding the sale of puppies, etc. As discussed this morning, I have been heavily involved with litigation and finalizing appeals with the 4th DCA and the Florida Supreme Court. I have not had an opportunity to meet with my clients and to investigate the proposal you have carefully constructed. I intent to do so next week.

As you are aware, the State of Florida has a "lemon law" regarding the sale of puppies. In addition, at the federal level all breeders are required to meet specific standards and are inspected. My client was only recently approved to conduct business in Planation and should have a reasonable opportunity to be heard on this matter.

Please note that Chicago recently repealed an ordinance that was similar to that originally proposed in Plantation. Also, we have instituted suit against the City of Sunrise.

I respectfully request that the City Council table the proposed regulatory ordinance scheduled for tonight until I have a time to meet with my clients and then to meet with you. As usual, thank you for you professionalism and the Council's consideration to this request.

Very Truly Yours,

ROBERT A. SWEETAPPLE

RAS: cjb
Cc: Vicky Siegel

occasions in 2013 and 2014 that the dogs were soiled and dirty, and in December 2013, inspectors found the dogs had moldy food and frozen water. As recently as March 20, 2014, Bailey was found to be offering "AKC puppies" online and claiming to be a "state licensed kennel," via a Facebook page, on www.pupcity.com<http://www.pupcity.com> and http://saints4lifesaintbernards.webs.com/. The latter website offers puppies for sale that were born on February 2, 2014, during the same month that Bailey was cited for not having a license. Former state license #02141215.

http://www.humanesociety.org/assets/pdfs/pets/puppy_mills/report_akc_breeders.pdf

http://www.globalanimal.org/2012/06/28/an-akc-registered-dog-means-less-than-you-think-2/77181/

I bought a dog from Puppy Palace in Hollywood with AKC papers. He was sick his entire life until he finally died two weeks ago of a heart attack.

The American Kennel Club is PAID by the breeders to use their stamp of approval for reasons such as this. The AKC blocks every single Federal puppy mill proposed legislation affording better protections or oversight. 'The legislation they block does not propose bans, but just basic conditions like heights of cage and better standards of care. For them, like the pet store peddlers, it is only about the bottom line and NOT about the dogs. They could care less about the consumer fraud that is committed with every dog sold with AKC stamped papers. You might as well take that paper and throw it in the trash.

Plantation's re-written ordinance affords zero protections for neither the consumers or the puppies. Quite the opposite. It protects the sellers ensuring their right to conduct business as usual. If Councilwoman Stoner believed the former ordinance difficult to enforce, this one is absolutely unenforceable.

Is this Council okay with the knowledge that even one sick dog is being sold to a Plantation resident? Putting an ordinance on the books that pretends to be protecting them is worse that doing nothing, especially when the veterinarian bills exceed their ability to pay them or worse, the dog dies.

If the Humane Society of the United States had known that the Plantation attorney would be working with the opposition over this past month, we might have offered suggestions as well. We were never told that Mr. Lunny was drafting a new ordinance with the Petland lawyers. Writing an ordinance with the opposition, for obvious reasons, protects their client.
Certainly they are not going to draft an ordinance which would impede their right to sell and profit from commercially bred dogs.

As someone who has spearheaded this campaign and devoted my life to this cause for the past four years, I cannot express to you how disappointed I am. If I had known that the language would be altered so drastically, rendering it useless, I would not have come to Plantation for support.

Places like Deerfield Beach, Delray Beach, and others who I will not mention in writing, have this item on upcoming agendas. Your new ordinance will seriously impede the progress which we have all worked so hard to achieve.
However, if you are all unwilling to move forward with the ordinance in its original form, I am asking that you table or withdraw it until a later date. We will still have other Broward and Dade municipalities moving forward with stores as Sunrise and Wilton Manors did.

You are going to see in the coming months places like Reno, Las Vegas, Milwaukee, Philadelphia all passing this law with stores in operation.

Upon request, more documents can be shown proving that Davie and Plantation Petland owners, Vickie and Robert Siegel, bought regularly from the Humane Society of the United States "101 Worst Puppy Mills in the United States".

Charlene Koster made the most recent HSUS publication from May 2014:

"Darlene and Charlene Koster/ Rainbow Ranch Kennel – Minneapolis, KS: STILL HORRIBLE.

Additional violations were documented by USDA inspectors in June 2013 and in February 2014, including a severely matted dog, dogs in the winter cold without adequate protection and puppies who had feces mixed in with their food. Still licensed, #48-B-0271."

Petland bought from the Kosters as recent as January 2014 (as you can see by the CVI) with USDA violations found the next month in February 2014. Be sure to look at the pictures of the Koster's kennels and know that this is not the exception from this industry, but rather the norm.

Thank you for your attention to this matter.

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Mayor Diane Bendekovic

From: Lazarow, Michele [mlazarow@hallandalebeachfl.gov]
Sent: Wednesday, May 28, 2014 1:04 PM
To: Mayor Diane Bendekovic
Cc: Jacobs, Ron; Levy, Robert; Stoner, Lynn; Fadgen, Jerry; Zimmerman, Chris; Slattery, Susan; Melanie Kahn; Ryan, Michael; Don Anthony; .City Attorney
Subject: HIGH IMPORTANCE

Attachments: Koster.zip; ATT00001.htm; Koster1.jpeg; ATT00002.htm; Koster4.jpeg; ATT00003.htm; Koster12.jpeg; ATT00004.htm

Koster.zip (2 MB)

ATT00001.htm (931 B)

Koster1.jpeg (24 KB)

ATT00002.htm (294 B)

Koster4.jpeg (33 KB)

ATT00003.htm (294 B)

Koster12.jpeg (28 KB)

ATT00004.htm (294 B)

Good Afternoon Plantation Mayor and all Council members.

I am sorry that I did not find out about your new ordinance until yesterday. I am now hurriedly trying to undue the damage that is being proposed.

Watch the clip here from the Today show in May 2013 and see how little AKC really means.

https://www.youtube.com/watch?v=gO75r-_kU5Y

Here are two AKC breeders who were listed in the recent HSUS puppy mills report (May 2014) "THE 101 WORST PUPPY MILLS IN THE UNITED STATES":

- Mary Kathryn Gabriel , Chien d'Or Kennel aka Gabriels Ark Kennel, Farmington Hills, MI – AKC-Linked Kennel Failed Multiple County Inspections. The HSUS was contacted about Chien d'Or kennel by the Puppy Mill Awareness group of Southeast Michigan, which has been looking into local complaints about Chien d'Or/ Gabriels Ark since July 2013. The kennel breeds AKC golden retrievers, selling puppies online and directly to the public. Photographs taken at county animal control inspections show dogs with patches of missing fur, dogs confined to small, rusty cages, dirty conditions and overcrowding. The kennel has failed many state inspections since 2008 and has been the subject of numerous buyer complaints. Pam Sordyl of Puppy Mill Awareness, has gathered extensive documentation from public records and informants, and stated, "Ms. Gabriel is a chronic offender with repeat violations to Regulation 129 governing dog kennels. The deplorable conditions of the kennels have directly impacted the dog's health, violating state animal cruelty laws, yet no charges have been filed." Gabriel primarily breeds AKC golden retrievers and advertises them on her website, www.chiendorgoldens.com<http://www.chiendorgoldens.com>.

- Jamie Bailey, Beaver City, NE – Dogs with Moldy Food and Frozen Water; Failed Four State Inspections in a Row. During at least four state inspections in a row between May 2013 and February 2014, this puppy mill failed to meet basic state requirements. During its most recent state inspection on February 18, 2014 (the most recent date available in the records received by HSUS), Bailey was found to be operating without a license, the kennels were soiled with feces, wood chips in the kennels were "soaked with urine," and dogs were living in such dark enclosures that it was difficult for the inspector to visualize them to check on their welfare. Inspectors noted on four different

Mayor Diane Bendekovic

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To: Mayor Diane Bendekovic
Cc: Jacobs, Ron; Levy, Robert; Stoner, Lynn; Fadgen, Jerry; Zimmerman, Chris; Slattery, Susan; Melanie Kahn; Ryan, Michael; Don Anthony; .City Attorney
Subject: Re: HIGH IMPORTANCE

From: Melanie Kahn [mkahn@humanesociety.org<mailto:mkahn@humanesociety.org>]
Sent: Wednesday, May 28, 2014 1:21 PM
To: Lazarow, Michele
Subject: RE: HIGH IMPORTANCE

From Melanie Kahn:

-This is a video of a raid we did on an AKC Malamute breeder who was also an AKC show judge. He was ultimately convicted of 91 counts of animal cruelty and sentenced to five years in prison. You can quote me on this: "When we raided his place in 2011, we found 161 severely malnourished malamutes living off their own feces in small cages, which is corroborated by court documents. Many of the dogs had diseases; one had advanced cancerous growths. Dead dogs were stacked outside small kennels, and empty, dirty water bowls were littered everywhere. Five of the rescued dogs died within weeks. Law enforcement officers seized 18 pregnant female dogs, and half of their litters died of lack of nutrition upon delivery. At least one malamute that should have weighed 85 pounds weighed 25 pounds.": https://www.youtube.com/watch?v=lRiTGyViyf8

-Here is a New York Times article about the AKC: http://www.nytimes.com/2013/02/10/sports/many-animal-lovers-now-see-american-kennel-club-as-an-outlier.html?pagewanted=all&_r=0

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The Humane Society of the United States is rated a 4-star charity (the highest possible) by Charity Navigator, approved by the Better Business Bureau for all 20 standards for charity accountability, voted by Guidestar's Philanthropedia experts as the #1 high-impact animal protection group, and named by Worth Magazine as one of the 10 most fiscally responsible charities.

Michele Lazarow
City Commissioner
Hallandale Beach
Office: 954-457-1320
mlazarow@cohb.org<mailto:mlazarow@cohb.org>
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