



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 Tingom**
- 3 Approval of Minutes of Meeting
from June 14, 2017 and June
28, 2017**

Items Submitted By The Mayor

- 4 Resolution of Appreciation to James Parmenter for 26 years of dedicated service to the City of Plantation.**
Summary:

Consent Agenda

- 5 Request for approval and authorization to award a contract to Broward County Umpires Associations for "Adult Umpiring Services" for three (3) years with an option to renew for two (2) additional one (1) year periods in accordance with**

ITB No. 020-17.

Summary:

Authorization to award a contract to Broward County Umpires Associations for "Adult Umpiring Services" for three (3) years with an option to renew for two (2) additional one (1) year periods in accordance with ITB No. 020-17.

- 6 Request for 18 Month Period Health Insurance Premium Rate Renewal for United Healthcare; 18 Month Period Stop Loss Rate Renewal for United Healthcare; Marathon Health Update

Summary:

Approve United Healthcare renewal of approximate 1% increase for health and pharmaceutical claims in the City's partially self-insured health plan, with total net premium funding of \$15,254,414; approve Stop-Loss Insurance coverage to protect the City from claims on excess of the proposed \$250,000 of which the projected premium is included in the projected net premium; approve the partially self-insured health insurance plans with United Healthcare.

- 7 Request for approval to amend Contractors's business name relating to ITB No. 010-17- Emergency Debris Management services contract.

Summary:

Request Council approval to amend the business name of the 'secondary' contractor pertaining to ITB No. 010-17 Emergency Debris Management **from** T.F.R. Enterprises, Inc. **to** T.F.R. Enterprises, Inc d/b/a T.F.R., Inc of Texas. Original item was approved by Council on May 10, 2017- consent agenda item No. 10.

- 8 Extension of Broward County Interlocal Agreement for Wheelabrator Solid Waste Services

Summary:

Request to extend the City's Participation in the Broward County Interlocal Agreement with Wheelabrator to provide solid waste disposal services from July 2, 2018 through July 2, 2023 at the existing rates.

- 9 First Renewal of the Wheelabrator Optional Waste Services Agreement

Summary:

Renewal of the Wheelabrator Optional Waste Services Agreement from July 2, 2018 through July 2, 2023 at the same rates.

- 10 Agreement - Memorandum of Understanding for the evaluation and analysis of available disposal service options beyond July 2, 2023

Summary:

Approval of the attached Memorandum of Understanding for the City to participate with other municipalities to review options for waste disposal services beyond July 2, 2023.

- 11 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period June 29, 2017 through July 5, 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 June 29, 2017 through July 5, 2017 for the City of Plantation's Gateway Development District.

- 12 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period June 29, 2017 through July 5, 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 June 29, 2017 through July 5, 2017 for the City of Plantation's Midtown Development District.

- 13 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period June 29, 2017 through July 5, 2017 for the City of Plantation.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period June 29, 2017 through July 5, 2017 for the City of Plantation.

- 14 Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period June 29, 2017 through July 5, 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 June 29, 2017 through July 5, 2017 for the City of Plantation's Community Redevelopment District

Administrative Items

- 15 Discussion regarding Legal Fees for Hyatt Matter

Summary:

Council discussion regarding the Legal fees incurred in addressing the Public Safety/Nuisance Complaints for Holiday Light Display at the Hyatts' Property.

- 16 Clarification of the role of a "Strong Mayor" to appoint/remove Charter Officials

Summary:

Clarification of the role of a "Strong Mayor" to appoint/remove the City's Charter Officials and discussion on a potential request (and draft letter) seeking clarification from the Attorney General's Office.

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 OFFICIALS 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, July 12, 2017 ~ 7:30 PM



City of Plantation
City Council Chambers

Subject:

Resolution of Appreciation to James Parmenter for 26 years of dedicated service to the City of Plantation.

Prepared By:

Susan K. Slattery

ATTACHMENTS:

Description

Resolution

Upload Date

6/1/2017

Type

Resolution Letter

Resolution No. _____

A RESOLUTION OF APPRECIATION TO
JAMES PARMENTER
FOR 26 YEARS OF DEDICATED SERVICE
TO THE CITY OF PLANTATION

WHEREAS, James “Jimmy” Parmenter was born in Framingham, Massachusetts, moved to Florida in 1970, and he has 1 daughter Hannarose Parmenter; and

WHEREAS, Jimmy began his career with the City of Plantation in the Parks & Recreation Department as a part time Lifeguard in April 1990, was promoted to Assistant Swim Team Coach in September 1990, and promoted to Swim Team Coach in April 2000; and

WHEREAS, Jimmy was recognized by his supervisors as an enthusiastic energetic employee, who is a strong leader that produces superior athletes, works well with the swim team and Booster Club members, and does an excellent job bringing in additional events; and

WHEREAS, Jimmy is proud in making the Plantation Swim Team a national name in the swimming community; and

WHEREAS, after over 26 years of service to the City of Plantation, Jimmy announced his retirement effective September 1, 2017. Jimmy plans on spending his retirement by relaxing and enjoying life.

NOW, THEREFORE, I, Diane Veltri Bendekovic, Mayor, and the City Council of Plantation, Florida, do hereby express our gratitude and appreciation to James Parmenter for his dedicated service to the City and the residents of Plantation and wish him good luck, good health, and a long and happy retirement.

APPROVED AND ADOPTED BY THE
CITY OF PLANTATION, FLORIDA, this
12th day of July 2017.

Diane Veltri Bendekovic, Mayor

ATTEST:

City Clerk



City of Plantation
City Council Chambers

Subject:

Request for approval and authorization to award a contract to Broward County Umpires Associations for "Adult Umpiring Services" for three (3) years with an option to renew for two (2) additional one (1) year periods in accordance with ITB No. 020-17.

Summary:

Authorization to award a contract to Broward County Umpires Associations for "Adult Umpiring Services" for three (3) years with an option to renew for two (2) additional one (1) year periods in accordance with ITB No. 020-17.

Item Description:

Umpire services are needed for all of the City's Adult Slow-Pitch Softball League games, playoff games and tournaments in order to maintain the high level of services and standards that the City's participants have come to expect. Umpires provide field management, order and compliance with ASA/USA Softball Rules which is the governing body of our adult softball leagues. Umpires provide field management, order and compliance with ASA/USA Softball Rules as well as City of Plantation Parks and Recreation Softball League rules. Umpires frequently attend clinic and training sessions to stay current on rules and regulations of the game of softball. Through the use of certified umpires, the safety, fairness and enjoyment of our participants become the focal point of our adult athletic programming.

The Procurement Division secured sealed bids in accordance with section 2-226(b) of the City's code; utilizing the procurement model in accordance with section 2-220(e) of the City's code for the above mentioned services. The (ITB No. 020-17) was advertised for 39 days; two (2) "planholders" and 67 "suppliers" were notified.

<u>Vendor</u>	<u>One (1) Umpire Per Game</u>	<u>Two (2) Umpire Per Game</u>
Broward County Umpires Associations	\$35.00	\$52.00

The Procurement Division performed an evaluation of the bid to determine submittal responsiveness. After careful review of all information provided by the bidder, Procurement staff has concluded Broward County Umpires Associations submitted a responsive bid.

The Parks and Recreation Department performed an evaluation of the bid to determine if the bid was responsible. After careful consideration of all information provided, Parks and Recreation staff concluded Broward County Umpire Associations submitted a responsible bid.

Base on the foregoing evaluations, Parks and Procurement staff recommends approval to award a contract to Broward County Umpires Associations for 'Adult Umpiring Softball Services' for three (3) years with an option to renew for two (2) additional one (1) year periods in accordance with ITB No. 020-17.

Funding:

001-7500-572-5232

The Department's approximate annual expenditure for these services is \$32,000.00

The Department has budgeted 64,950.00 in fiscal year 16/17 for this services

Amount:

One (1) Umpire per game: \$35.00

Two (2) Umpires per game: \$52.00

Finance Director/Budget Manager Recommendation:

The Parks and Recreation Department has budgeted in FY2017 for these services as follows:

27 Adult softball leagues \$64,950

9 Adult softball tournaments \$ 8,950

Prepared By:

Charles Spencer

ATTACHMENTS:

Description	Upload Date	Type
Broward County Umpires Association Bid		
Submittal	6/23/2017	Backup Material
Original Bid Documents	6/23/2017	Backup Material



17903 SW 13th Street
Pembroke Pines, FL 33029
954-614-8163

CONSENT TO ACTION WITHOUT MEETING OF THE SOLE DIRECTOR Written consent to action without meeting of the sole director of Broward County Umpires Association, Inc. (the "Corporation") dated this 14th day of June, 2017. BACKGROUND: A. The Corporation is a corporation organized and operating under the laws of the State of Florida. Estate Real Estate Financial Business Family All IT WAS RESOLVED THAT: 1. Any one director or officer of the Corporation is authorized to sign all documents and perform such acts as may be necessary or desirable to give effect to the above resolution.

Dated in the State of Florida on the 14th day of June, 2017.

 (Signature) Stephen Whitney

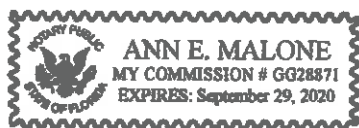
The foregoing instrument was acknowledged before me this 14 day of June, 2017
By Stephen Whitney who is personally known to me.

WITNESS my hand and official seal.



NOTARY PUBLIC

Stamp/Seal



THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature [Handwritten Signature]

State of FL

County of Broward

The foregoing instrument was acknowledged before me this 14th day of June, 2017 by Stepha Whitney 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,

[Handwritten Signature: Ann Malone]
NOTARY PUBLIC

(NAME of Notary Public: Print,
Stamp or Type as Commissioned)



[97]9001-14001

CITY OF PLANTATION

Invitation to Bid

COVER SHEET FOR BID

Project Title: Adult Umpire Softball Services- ITB No. 020-17

Mandatory Pre-Bid Meeting Yes [] No [X]

If yes, Date: **Time:**

Location:

Bid Bond Required Yes [] No [X]

Performance Bond Required Yes [] No [X]

Liquidated Damages Yes [] No [X]

Department: Procurement Division

Contact person (contract issues): Charles Spencer

Address: 400 NW 73 Avenue, Plantation, FL 33317

Telephone: 954 [797-2647]

Department: Procurement Division

Contact Person (technical issues): Charles Spencer

Address 400 NW 73 Avenue, Plantation, Florida

Telephone: 954 [797-2647]

Today's date: May 12, 2017

Opening date: June 20, 2017

Opening time: 11:00AM

[59]9001-14001

NOTICE TO BIDDERS
Invitation to Bid # 020-17

CITY OF PLANTATION
PLANTATION, FLORIDA

The City of Plantation, Florida is soliciting bids for *Adult Umpire Softball Services*. The project will generally consist of, but is not limited to, the following:

The City is actively seeking bids from qualified contractors to provide Softball Umpiring Services, in accordance with the specification contained herein

Bids will be accepted until 11:00 am. on Tuesday, June 20, 2017, at City Hall, Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, at which time Proposals 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 Andrew Bacchi in the Purchasing Department, 400 NW 73 Avenue, Plantation or through the Plantation website of www.Plantation.org. The bid may also be obtained from the web link www.Demandstar.com website. All questions may be addressed in writing to the [Charles Spencer, Procurement Administrator], 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] Bids 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)*

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 #020-17

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, 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 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.
- 4.3 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.

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 Procurement Division 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 ☒ 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 initial contract period shall be for three (3) years. In addition, the City reserves the right to renew the contract for an additional two (2) one (1) year periods, under the same terms, conditions and specifications. Contingent upon Budget approval.

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 officer 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.

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:

Any injury that may occur must be covered by the umpire's own insurance or the association's insurance. The City of Plantation's leagues do not have accidental insurance to cover the umpires. In addition, the City of Plantation requires the following:

- a. A Certificate of insurance naming the City of Plantation as additional insured.
- b. Bodily injury and property damage limit:
 - 1). \$1,000,000 each occurrence
 - 2). \$1,000,000 aggregate
- c. The Certificate of Insurance must have a 30-day cancellation notice.
- d. The Certificate of Insurance must be sent with the Bid Proposal sheet (see attached).
- e. Any questions regarding insurance should be directed to John McCarthy at 954-797-2226.

19. Indemnity:

Contractor shall indemnify and hold harmless City, and its elected and appointed officers, the officers, directors, employees, agents and other consultants of each of them, from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Work itself, and including the loss of use resulting therefrom.

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 statutory rate from the date of receipt by Contractor of written notice from the City that such payment is due. 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 not to tender such defense and may elect instead 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. Additionally, if Contractor, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from Contractor.

Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor.

20. 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.

21. 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.

22. 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]9001-1400i

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.

BID SPECIFICATIONS

2017-2020 UMPIRE SELECTION PROCESS

The following is a list of the City of Plantation's requirements for Conducting Umpiring Services for the City's Adult Slow-Pitch Softball Leagues. The list includes all needs that must be met in order to be considered in the umpire services selection process.

This is a three-year contract period with the option to renew for two-one year intervals. The City of Plantation has the right to accept or reject and review all bids.

The requirements, which must be met, are listed below:

1. Purpose: The City is actively seeking bids from qualified contractors, hereinafter to be referred to as the Contractor, to provide Softball Umpiring Services, in accordance with the specifications contained herein.
2. Contractor's Responsibility: The successful Contractor(s) shall be responsible to provide umpire services for all regularly scheduled Parks & Recreation Department Adult Slow-Pitch Softball games. This shall include all regular, playoff and tournament league games. Contractors shall provide qualified and accredited umpires from the A.S.A., N.S.A. I.S.A. and/or U.S.S.S.A. sports associations. Accreditation requirements shall include attendance and successful completion of at least one (1) association sponsored and approved clinic annually during the term of this contract.

If at any time during the contract terms, including extension terms, the City of Plantation decides to sanction their leagues permanently or temporarily to either A.S.A., N.S.A., I.S.A. or U.S.S.S.A. the contractor shall be responsible for registering their umpires with the chosen association.

Unless otherwise specified by City personnel, there shall be two (2) umpires provided for all scheduled and serviced games.

The Contractor must provide their contact information with a day and evening phone number. The Contractor shall also designate an Umpire in Chief on each day and or evening of scheduled play. The Umpire in Chief must be the same person and must remain on the premises for the entire scheduled time period with the exception of tournaments whereby on approval of the City staff, the Contractor may designate another Umpire in Chief to assist in assumption of duties.

3. Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City.
4. Staff Requirements: Bidder shall maintain a quality corps of officials who are certified through a nationally recognized softball organization that can meet the demands of the City's programs.
5. Bidder shall provide a detailed billing report/invoice every month.
6. Uniforms: Bidder shall have its umpires appear at every game, in proper umpire sanctioned attire with proper umpire equipment.

7. League Rules:

a. Bidder shall have its umpires comply with all City of Plantation League and Tournament regulations in the performance of all duties.

b. Bidder shall have its umpires comply with all regulations in the rulebook of the nationally recognized softball organization, except where the City of Plantation League regulations supersede, in the performance of all duties.

8. Rainout or Cancellation: If the umpire director, assistant or officiating umpire is contacted 1 hour or earlier before game time (in case of a rainout and/or cancellation) there will be no charge for umpires for that day.

9. Last Game forfeited/cancelled: If notice is not given, according to #10 above, the umpire shall be paid for the 1st scheduled game, or the game in progress. The umpire shall not be paid for additional games that may be scheduled and not played.

10. All Games Cancelled: If the umpire shows up and all games are cancelled for any reason before play begins, the umpire will receive payment for one game.

11. Official Umpire Report Forms/Scoreboards: The umpire crew is responsible for updating the field scoreboard at the conclusion of each half inning. Each umpire is responsible for signing the official umpire report form (which will be provided by the City of Plantation) for each game they officiate. If the umpire fails to do so, he/she will not be paid.

12. Officiating Procedures: Officials shall arrive at the game site in the proper uniform a minimum of fifteen (15) minutes prior to the scheduled start time of the first game. Delays or interrupted start-up time, caused by the failure of a timely arrival, may result in one-half of the game fee being forfeited and returned to the City as a penalty.

In the event of a forfeited or cancelled game, the umpires scheduled for such games, will be required to move to another field and work a three (3) man umpiring crew or umpire a practice game. The decision for such action will be solely at the discretion of the City's representative.

The City of Plantation reserves the right to recommend disciplinary action in the form of suspension and/or dismissal for any umpire who fails to perform his/her duties as defined in the contract or for any behavior deemed inappropriate by the City.

13. Reason for dismissal: The league director shall have the right to demand that umpires who do not comply with City softball policies, or receive multiple negative comments from a majority of team managers, will not be assigned to work any City of Plantation games.

14. Income Tax Form: The City will issue a 1099 Income Tax form after the first \$600.00 of services rendered. Organizations Tax Identification Certificate must be sent in along with the bid.

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: ☒ Stephen Whitney

NAME: ☐ Broward County Umpires Association, Inc.

ADDRESS: ☐ 17903 SW 13th Street, Pembroke Pines, FL 33029

TELEPHONE NO.: ☐ 954 540 3942

FAX NO.: ☐ 954 437 7873

EMAIL ADDRESS: ☐ gfswhitney@gmail.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: ☐ Broward County Umpires Association, Inc.

The address of the principal place of business is: ☐ 17903 SW 13th Street
Pembroke Pines, FL 33029

The business is a (Sole Proprietorship) ☐ (Partnership) ☐ (Corporation) ☒

2. If Bidder is a corporation, answer the following:

a. Date of Incorporation:	<input type="checkbox"/>	5-26-1999
b. State of Incorporation:	<input type="checkbox"/>	Florida
c. President's Name:	<input type="checkbox"/>	Stephen Whitney
d. Vice President's Name:	<input type="checkbox"/>	Vinnie Piscopo
e. Secretary's Name:	<input type="checkbox"/>	Stephen Whitney
f. Treasurer's Name:	<input type="checkbox"/>	Stephen Whitney
g. Name and address of Resident Agent:	<input type="checkbox"/>	Stephen Whitney

3. If Bidder is an individual or a partnership, answer the following:

a. Date of organization: ☐ NA

b. Name, address and ownership units of all partners:
☐

c. State whether general or limited partnership: ☐

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

[] NA

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name: []

18 years
a. Under what other former names has your organization operated?

[] NA

7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.

[] All umpires are ASA-USA/softball certified.

8. Have you personally inspected the site(s) of the proposed work? (Y) [X] (N) []

9. Do you have a complete set of documents, including agenda? (Y) [X] (N) []

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

[] No

11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

[] NO

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

[] See attached

13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

See attached
[]

14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:

[] NA

15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.

[] See attached

16. Provide a list of work currently under contract.

[]

See attached

17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

[]

None

18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

[]

None

19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

[]

None

20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

[]

No

21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

[]

No special equipment is required.

22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

[]

None

23. Please attach a copy of your latest financial statement.

Not available. There are no assets or outstanding liabilities. Monthly payments to umpires are made in a timely manner accompanied by a BCUA Newsletter. (copy attached.)

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: Broward County Umpires Association, Inc

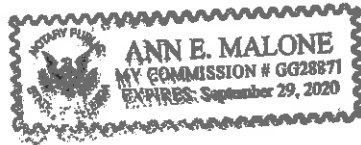
By (sign): [Signature]

Print Name: Stephen Whitney

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 Stephen Whitney, 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 14 day of June, 2017



Notary Public, State of FL

Sign: [Signature]

Print: Ann Malone

My Commission Expires: 9-29-20

STATEMENT UNDER SECTION 287.087

FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

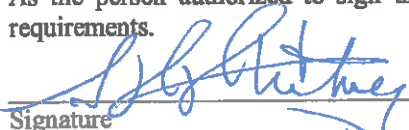
TO BE RETURNED WITH BID

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

Stephen Whitney
Printed Name

Broward County
Umpires Association, Inc
Company Name

6/12/2017
Date

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 [].
Adult Umpire Services ITB No. 020-17
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: []).
Broward County Umpires Association, Inc. FEIN 65-0919697
3. My name is [] (please print name of individual signing), and my relationship to the entity named above is [].
Stephen Whitway - Executive Director
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 charged 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)

[Signature]
June 14, 2017

STATE OF FLORIDA

COUNTY OF BROWARD COUNTY

Stephen Whitney
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 14th day of June, 2017

[Signature]
(Notary Public)

My Commission Expires: 9-29-20

(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 or 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

None

RELATIONSHIP

Witnesses:

Carolyn Panter

Typed name: Carolyn Panter

Reyton Tobin

Typed name: Reyton Tobin

Bidder

By: *Stephen Whitner*

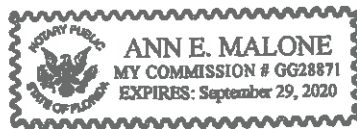
Name: Stephen Whitner

Title: Executive Director

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 Stephen - Whitney, 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 14th day of June, 2017



Notary Public, State of Florida
Sign: Ann Malone
Print: Ann Malone
My Commission Expires: _____

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

Witness

Printed Name of Partner

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)

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: Carolyn Pannier


Name: Peyton Tobin

By: 
Name: Stephen Whitney
Title: Executive Director

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Offeror herto has executed this Proposal Form this 14th day of June, 2017

Broward County
Umpires Association, Inc.
Printed Name of Corporation

Florida
Printed State of Incorporation

By:

[Signature]
Signature of President or other authorized officer

Stephen Whitney
Printed Name of President or other authorized officer

17903 SW 13th Street
Address of Corporation

Pembroke Pines, FL 33024
City/State/Zip

954 540 3942
Business Phone Number

(CORPORATE SEAL)

ATTEST Broward County Umpires
Association, Inc.

By [Signature]
Secretary

State of Fla.
County of Broward

The foregoing instrument was acknowledged before me this 14th day of June, 2017 by Stephen Whitney (Name), Executive Director (Title) of Umpires Association, Inc. (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.

[Signature]
NOTARY PUBLIC



Ann Malone

(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 INDIVIDUAL

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)

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 Steph
Whitney, 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 14
day of June, 2017



Notary Public, State of Florida

Sign: Ann Malone

Print: Ann Malone

My Commission Expires: 9-29-20

[64]9001-14001

**Bid Form
CITY OF PLANTATION**

Bid of Bidder

Address

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: [Adult Umpire Softball Services]
ITB No. 020-17
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.

One (1) Umpire Per Game League	\$ 35.00	Thirty - Five and no/100
Two (2) Umpire Per Game League	\$ 52.00	Fifty - Two and no/100

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 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 be returned as provided herein.

SUBMITTED ON June 12, 2017, 20

SIGNATURE OF BIDDER: 

TITLE (if any): Executive Director

ADDRESS: Broward County Umpires Association Inc
17903 SW 13th Street
Pembroke Pines, FL 33029

Incorporated under the laws of the State of Florida.



Blue's News

October 2016

Rain Out Numbers & Web Sites

Brian Piccolo – 954-357-5150 ext. 1 - [Broward.org/Brian Piccolo](http://Broward.org/Brian%20Piccolo) Park
Tradewinds Park – 954-357-8879 - [Broward.org/Tradewinds Park](http://Broward.org/Tradewinds%20Park)
Plantation – 954-554-8451 - Plantationadultathletics.com

BCUA 954-540-3942

Different Parks – Different Rules –You Gotta Know'em

Our association is Broward County Umpires Association, Inc. and we provide umpires for Broward County, The City of Plantation, and the Town of Davie. Each park has modified the ASA Championship Rules to meet each park's specific needs. Some of these rules differences are in regard to the number of home runs allowed, forfeit final score, mercy rules and others. Because you as an individual umpire may be scheduled for different parks it is your duty to be familiar with both the ASA Championship Rules as well as the various park rules. A game at Brian Piccolo Park recently ended in controversy because the umpire did not know the home run rule. When home runs allowed are stated as 1 & 1 up it means each team can heat one home run at any time, but after that neither team can hit any more than one homerun until the opposing team hits another. There is an exception that occurs in the bottom of the last inning (it could be the bottom of the 7th or an earlier inning if time has expired, or the mercy rule has been reached) the home team shall not hit an extra home run. In that situation if an extra home run is hit it will be scored as an out and no runs will be counted, all runners would remain on the base they occupied at the time of the pitch. If you are working a single umpire game it is more important that you know the rules of the park. When you are working with a partner if you are unsure of a rule ask your partner. Let's focus on knowing the rules and getting it right.

Annual January Rules Meeting

It is that time of year where the planning for our Annual Rules Meeting is being scheduled. **There is a change in location. This year the meeting will take place at the Bamford Sports Complex in Davie at the Multipurpose Center.** The meeting is scheduled for January 14, 2017. As usual we will start with a catered breakfast about 8:30 A.M., and then review any new rules as well as discuss issues that have occurred throughout the past year as they affect our organization. After the general discussion we will take this year's test. **Mark this date on your calendar for this important annual meeting.** The address for the park is 3801 South Pine Island Road, Davie 33328.



BCUA 954-540-3942

Blue's News

November 2016

Rain Out Numbers & Web Sites

Brian Piccolo – 954-357-5150 ext. 1 - [Broward.org/Brian Piccolo](http://Broward.org/Brian%20Piccolo) Park

Tradewinds Park – 954-357-8879 - [Broward.org/Tradewinds Park](http://Broward.org/Tradewinds%20Park)

Plantation – 954-554-8451 - Plantationadultathletics.com

Annual Rules Meeting – New Location

This year the annual rules and exam meeting will be held at the Bambi Sports Complex located at 3801 South Pine Island Road, Davie Florida. The meeting is scheduled for January 14, 2017, and will be held in the Community Center Building. The meeting will start at 9:00 A.M. with the breakfast starting about 8:30. We will review any new rules that will affect the slow pitch game, discuss situations that have come up recently so that we can be consistent in our interpretation of the rules and mechanics.

Top 10 Things That Will Make Me a Better Umpire

1. Review the ASA Championship Rule Book on a regular basis. On occasion open the book and flip to a random page and review the rule covered there for 10 minutes. It's amazing what you can learn.
2. This is related to # 1. During the season review the specific park rules where you are scheduled to work. Each park modifies the rule to fit its particular requirements. That way you will be ready to make the correct decision.
3. Show up to your game assignment 10 to 15 minutes early and ask your fellow umpires about a play that you had recently that was somewhat unusual. You will get their opinions, and also they may learn from your experience.
4. Don't stand in one place. It won't hurt to move from behind the plate or from your base position. You might even improve your calls by being in a proper position to see the play even better, and the players deserve our best effort.
5. Give proper signals; if it isn't in the rulebook it isn't a proper signal. Proper signals make for better communications between you the players, coaches, spectators; yes and even help you and your partner keep on the same page.
6. Hustle. You don't need to be a world class sprinter to hustle to be in position to make a call on the field. Your calls will improve, and arguments will be cut down because you are in the correct position to make the call.
7. If you have to cancel a game assignment don't wait until the last minute. You have known about your business trip or your wife's birthday for some time. Give Vinnie the opportunity to schedule a replacement 1 or 2 days in advance.

8. This is simple and very important. Keep a neat and clean uniform. Nothing says, "I don't care" more than a torn or stained shirt, mismatched shorts, a sweat stained hat, or muddy shoes. Let's make an effort to not only be professional in our performance but also in our appearance.
9. Treat players and coaches with respect. You realize of course that we don't have any games to work without them even if they go overboard in their arguments. We are the professionals on the field and we need to act like it. Remember we know the rules better than the players because we review them on a regular basis. See #'s 1 and 2 above.
- 10 Read the first paragraph of this edition of *Blue's News*. Attendance at meetings and clinics is very important. In fact when the opportunity presents itself to attend a national clinic you should take advantage of it. The national clinicians are the experts in our field and you can always improve your rules and mechanics knowledge to better your umpiring skills.
- 11 BONUS – HAVE FUN!

Plan now on attending our annual BCUA Rules Meeting at the Bamford Sports Complex January 14.



BCUA 954-540-3942

Blue's News

December 2016

Rain Out Numbers & Web Sites

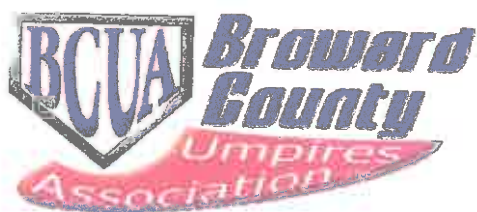
Brian Piccolo – 954-357-5150 ext. 1 - [Broward.org/Brian Piccolo](http://Broward.org/Brian%20Piccolo) Park
Tradewinds Park – 954-357-8879 - [Broward.org/Tradewinds Park](http://Broward.org/Tradewinds%20Park)
Plantation – 954-554-8451 - Plantationadultathletics.com

Many Thanks To Jerry Cohen

Next time you work with Jerry or see him on a field tell him THANK YOU! for the time he has put in in getting our new BCUA t-shirts and new inclement weather jackets for us. His help in getting the shirts with a screen printed logo and the new jackets with an embroidered logo was indispensable. The t-shirts are for your leisure wear recognizing your accomplishments as a BCUA umpire. The jackets are rain resistant and can be worn during games with inclement weather. T-shirts will cost \$8.00 and the jackets \$25.00, both can be deducted from game fees.

ASA Becoming USA SOFTBALL

USA Softball, formerly the Amateur Softball Association (ASA)/USA Softball, a volunteer driven, not-for-profit organization based in Oklahoma City, OK, was founded in 1933 and has evolved into the strongest softball organization in the country. The growth and development of the association led the United States Olympic Committee (USOC) to name ASA the National Governing Body of Softball, pursuant to the Amateur Sports Act of 1978. In 2015, ASA/USA Softball announced a re-brand of the organization to USA Softball, which would be effective September 1, 2016. USA Softball has many important responsibilities as the National Governing Body of softball in the United States, including regulating competition to insure fairness and equal opportunity to the millions of player who annually play the sport. The Amateur Softball Association was founded in 1933 by Leo Fisher and Michael J. Pauley. Fischer and Pauley laid the foundation for softball's future by adopting a universal set of rules, setting the stage for what would become softball's national governing body. USA Softball provides people of all ages the opportunity to play the game they love at a variety of levels. USA Softball offers recreational, league, tournament and National Championship play for fast pitch, slow pitch and modified pitch and annually conducts over 100 National Championships. USA Softball annually registers over 25,000 certified umpires and is the ONLY softball association to offer complete training and bi-annual Umpire-in-Chief (UIC) clinics to help umpires achieve their goals and promote a positive experience for athletes and promote a positive experience for athletes and coaches. USA Softball has a national partnership with Special Olympics Softball that we assist and administer our sports National Games each and every year.



BCUA 954-540-3942

Blue's News

March 2017

Rain Out Numbers & Web Sites

Brian Piccolo – 954-357-5150 ext. 1 - [Broward.org/Brian Piccolo](http://Broward.org/Brian%20Piccolo) Park
Tradewinds Park – 954-357-8879 - [Broward.org/Tradewinds Park](http://Broward.org/Tradewinds%20Park)
Plantation – 954-554-8451 - Plantationadultathletics.com

Game Injuries

What is the best way to protect players, coaches, and including officials from game related injuries, and related liability issues? There are several areas related to this issue including: before the game, during the game and post-game activities. Before the game issues start with having adequate liability insurance coverage, and of course pregame field and equipment inspections. BCUA provides, through a private insurer for non USA Softball sanctioned games as well as the coverage through USA Softball coverage for sanctioned games. It is the duty of each game official to inspect both the fields and the equipment used by teams to insure that safety regulations are being followed. If defective team equipment is noted the team should be warned and the equipment removed from the game. Fields should be inspected for safety issues and if noted conditions should be noted on the score sheet so that park management can be made aware of the situation. In certain conditions games may have to be cancelled on the field or moved to a second field if space permits. Situations that may cause you to not use a field include but are not limited to burrowing owl holes on the field, and excessive water on the field.. Common sense should be used in making the determination to not play a game on an unsafe field. **The umpire in charge should make the final determination not the park management.** If it is unsafe don't play. In regards to player safety it also begins with preventive umpiring techniques. **During the game players should be restricted to the dugout** (with the exception of the batter, the on deck batter and 1st and 3rd base coaches. Bats and other equipment should be properly stored in the dugout. Remember the fence is a fence not a bat rack. The umpire(s) should also be aware of where the ball is while in play. Nothing happens without the ball. Several years ago a BCUA umpire was hit in the head from a throw from the outfield and was hospitalized. When severe injuries occur, to players or to officials, make sure the park management is notified so proper documentation can be processed also, when required, emergency personnel should also be contacted, if you are not sure error on the side of safety. The game official(s) should make notes for themselves as well as alerting Vinnie as to the incident. BCUA can't assist and follow up if we don't know about the incident. Information should include teams involved, players name, time of day, field number and conditions (sunny, drizzle etc.), and a brief description of how the injury occurred. Just a brief note of the facts don't embellish with opinions. Remember, players who are injured have a year or more in which to bring a suit, and the last thing that you want is to be sued and no longer have a recollection of the game. It is better to have your notes in a file and not need them than to get notified of a suit and have no memory of the situation. Personally I have a file with incidents from over 15 years ago. Fortunately, in my case, none were ever used, but they were available if the situation required. That is not always the case. At least one BCUA umpire has been served with a suit at least a year after the incident. Incidents were settled through liability policies. This protects your personal assets. Be smart protect yourself and your family; make notes and practice preventive umpire techniques every time you step on the field. Play like you were a Boy Scout and be prepared.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2017

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 K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 1-800-426-2889 FAX (A/C, No): 1-260-459-5105 E-MAIL: info@sportsinsurance-kk.com ADDRESS: PRODUCER CUSTOMER ID:	
INSURED Broward County Umpires Association, Inc. DBA: BCUA 17903 SW 13th Street Pembroke Pines, FL 33029 A Member of the Sports, Leisure & Entertainment RPG		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company NAIC # 23787 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W00969823

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6BRPG0000005890100	01/25/2017 12:01 AM EDT	01/25/2018 12:01 AM	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/PO/ AGG \$2,000,000 PROFESSIONAL LIABILITY \$2,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			6BRPG0000005890100	01/25/2017 12:01 AM EDT	01/25/2018 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000005890100	01/25/2017 12:01 AM EDT	01/25/2018 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Sport(s): Umpires/Referees Assoc-Excluding Brain Injury Age(s): 20 and over

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317
(Owner/Lessor of Premises)

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

Scott Fendrich

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas



17903 SW 13th Street
Pembroke Pines, FL 33029
954-614-8163

June 12, 2017

Project Title: Adult Umpire Softball Services – ITB No. 202-17

Question 12.

Mr. Will Regalado

Broward County Parks and Recreation,
Brian Piccolo Park
9501 Sheridan
Cooper City, FL 33024-8523
954-357-5150

Mr. Eddie Garczyk

Broward County Parks and Recreation
Tradewinds Park
3600 West Sample Road
Coconut Creek, FL 33073
954-357-8870

Mr. Bryan Baucum

Davie Parks and Recreation
3801 South Pine Island Road
Davie, FL 33328
954-327-3944

Ms. Trisch O'Toole

Plantation Parks and Recreation
9151 NW 2nd Street
Plantation, FL 33324
954-806-2553

Question 13.

Stephen Whitney – 40 years ASA umpiring experience. Has worked several national and regional ASA tournaments. Provides all training for new umpires for BCUA.

Vinnie Piscopo – 35 years ASA umpiring experience. Provides all scheduling and Assigning of umpires for BCUA.

Jerry Cohen – 45 years ASA umpiring experience. Has worked several national ASA tournaments.

John Hinz – 30 years ASA umpiring experience Is currently ISF certified for national and international ASA (USA Softball) tournaments.

Moris Uhler – 36 years ASA umpiring experience. Formerly South Florida Commissioner of ASA Softball. Haas worked several national ASA tournaments.

Question 15.

BCUA has provided umpire services for Broward County parks at Tradewinds and Brian Piccolo for the past 18 years. Brian Piccolo Park, Mr. Will Regalado, 9501 Sheridan, Cooper City, FL 33024-8523, 954-357-5150.

Tradewinds Park, Mr. Eddie Garczyk, 3600 West Sample Road, Coconut Creek, FL 33073, 954-357-8870.

Plantation Parks and Recreation, Trisch O'Toole, 9151 NW 2nd Street, Plantation, FL 33324, 954-806-2553.

Davie Parks and Recreation, Mr. Bryan Baucum, 3801 South Pine Island Road, Davie FL 33328

Miramar Parks and Recreation, Mr. Josh Queen, 2360 Civic Center Place, Miramar, FL 33025, 954-883-6954.

Question 16.

Broward County Parks and Recreation
Brian Piccolo Park
Tradewinds Park

Plantation Parks and Recreation

Davie Parks and Recreation – We have a current open contract with Davie Parks and Recreation, but they are currently recruiting teams.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

BROWARD COUNTY UMPIRES ASSOCIATION, INC.

Filing Information

Document Number	P99000023767
FEI/EIN Number	65-0919697
Date Filed	03/10/1999
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	05/31/2014

Principal Address

17903 SW 13TH STREET
HOLLYWOOD, FL 33029

Changed: 02/26/2003

Mailing Address

17903 SW 13TH STREET
HOLLYWOOD, FL 33029

Changed: 02/26/2003

Registered Agent Name & Address

WHITNEY, STEPHEN
17903 SW 13TH STREET
HOLLYWOOD, FL 33029

Name Changed: 02/26/2003

Address Changed: 02/26/2003

Officer/Director Detail

Name & Address

Title D

WHITNEY, STEPHEN
17903 SW 13TH STREET
HOLLYWOOD, FL 33029

Report Year	Filed Date
2015	01/14/2015
2016	03/07/2016
2017	01/07/2017

01/07/2017 – ANNUAL REPORT	View image in PDF format
03/07/2016 – ANNUAL REPORT	View image in PDF format
01/14/2015 – ANNUAL REPORT	View image in PDF format
05/31/2014 – REINSTATEMENT	View image in PDF format
03/24/2012 – ANNUAL REPORT	View image in PDF format
01/22/2011 – ANNUAL REPORT	View image in PDF format
02/26/2010 – ANNUAL REPORT	View image in PDF format
04/09/2009 – ANNUAL REPORT	View image in PDF format
01/19/2008 – ANNUAL REPORT	View image in PDF format
01/04/2007 – ANNUAL REPORT	View image in PDF format
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02/20/2002 – ANNUAL REPORT	View image in PDF format
02/05/2001 – ANNUAL REPORT	View image in PDF format
02/29/2000 – ANNUAL REPORT	View image in PDF format
03/10/1999 – Domestic Profit	View image in PDF format

CITY OF PLANTATION

Invitation to Bid

COVER SHEET FOR BID

Project Title: Adult Umpire Softball Services- ITB No. 020-17

Mandatory Pre-Bid Meeting Yes [] No [X]

If yes, Date: Time:
Location:

Bid Bond Required Yes [] No [X]

Performance Bond Required Yes [] No [X]

Liquidated Damages Yes [] No [X]

Department: Procurement Division

Contact person (contract issues): Charles Spencer

Address: 400 NW 73 Avenue, Plantation, FL 33317

Telephone: 954 [797-2647]

Department: Procurement Division

Contact Person (technical issues): Charles Spencer

Address 400 NW 73 Avenue, Plantation, Florida

Telephone: 954 [797-2647]

Today's date: May 12, 2017

Opening date: June 20, 2017

Opening time: 11:00AM

[59]9001-14001

NOTICE TO BIDDERS
Invitation to Bid # 020-17

CITY OF PLANTATION
PLANTATION, FLORIDA

The City of Plantation, Florida is soliciting bids for *Adult Umpire Softball Services*. The project will generally consist of, but is not limited to, the following:

The City is actively seeking bids from qualified contractors to provide Softball Umpiring Services, in accordance with the specification contained herein

Bids will be accepted until 11:00 am. on Tuesday, June 20, 2017, at City Hall, Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, at which time Proposals 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 Andrew Bacchi in the Purchasing Department, 400 NW 73 Avenue, Plantation or through the Plantation website of www.Plantation.org. The bid may also be obtained from the web link www.Demandstar.com website. All questions may be addressed in writing to the *[Charles Spencer, Procurement Administrator]*, 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** Bids 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)*

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 #020-17

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, 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 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.
- 4.3 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.

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 Procurement Division 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 initial contract period shall be for three (3) years. In addition, the City reserves the right to renew the contract for an additional two (2) one (1) year periods, under the same terms, conditions and specifications. Contingent upon Budget approval.

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 officer 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.

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:

Any injury that may occur must be covered by the umpire's own insurance or the association's insurance. The City of Plantation's leagues do not have accidental insurance to cover the umpires. In addition, the City of Plantation requires the following:

- a. A Certificate of insurance naming the City of Plantation as additional insured.
- b. Bodily injury and property damage limit:
 - 1). \$1,000,000 each occurrence
 - 2). \$1,000,000 aggregate
- c. The Certificate of Insurance must have a 30-day cancellation notice.
- d. The Certificate of Insurance must be sent with the Bid Proposal sheet (see attached).
- e. Any questions regarding insurance should be directed to John McCarthy at 954-797-2226.

19. Indemnity:

Contractor shall indemnify and hold harmless City, and its elected and appointed officers, the officers, directors, employees, agents and other consultants of each of them, from and against any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Work itself, and including the loss of use resulting therefrom.

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 statutory rate from the date of receipt by Contractor of written notice from the City that such payment is due. 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 not to tender such defense and may elect instead 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. Additionally, if Contractor, after receipt of written notices from the City, fails to make any payment due hereunder to the City, Contractor shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from Contractor.

Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor.

20. 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.

21. 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.

22. 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.

BID SPECIFICATIONS

2017-2020 UMPIRE SELECTION PROCESS

The following is a list of the City of Plantation's requirements for Conducting Umpiring Services for the City's Adult Slow-Pitch Softball Leagues. The list includes all needs that must be met in order to be considered in the umpire services selection process.

This is a three-year contract period with the option to renew for two-one year intervals. The City of Plantation has the right to accept or reject and review all bids.

The requirements, which must be met, are listed below:

1. Purpose: The City is actively seeking bids from qualified contractors, hereinafter to be referred to as the Contractor, to provide Softball Umpiring Services, in accordance with the specifications contained herein.
2. Contractor's Responsibility: The successful Contractor(s) shall be responsible to provide umpire services for all regularly scheduled Parks & Recreation Department Adult Slow-Pitch Softball games. This shall include all regular, playoff and tournament league games. Contractors shall provide qualified and accredited umpires from the A.S.A., N.S.A. I.S.A. and/or U.S.S.S.A. sports associations. Accreditation requirements shall include attendance and successful completion of at least one (1) association sponsored and approved clinic annually during the term of this contract.

If at any time during the contract terms, including extension terms, the City of Plantation decides to sanction their leagues permanently or temporarily to either A.S.A., N.S.A., I.S.A. or U.S.S.S.A. the contractor shall be responsible for registering their umpires with the chosen association.

Unless otherwise specified by City personnel, there shall be two (2) umpires provided for all scheduled and serviced games.

The Contractor must provide their contact information with a day and evening phone number. The Contractor shall also designate an Umpire in Chief on each day and or evening of scheduled play. The Umpire in Chief must be the same person and must remain on the premises for the entire scheduled time period with the exception of tournaments whereby on approval of the City staff, the Contractor may designate another Umpire in Chief to assist in assumption of duties.

3. Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City.
4. Staff Requirements: Bidder shall maintain a quality corps of officials who are certified through a nationally recognized softball organization that can meet the demands of the City's programs.
5. Bidder shall provide a detailed billing report/invoice every month.
6. Uniforms: Bidder shall have its umpires appear at every game, in proper umpire sanctioned attire with proper umpire equipment.

7. League Rules:

- a. Bidder shall have its umpires comply with all City of Plantation League and Tournament regulations in the performance of all duties.
 - b. Bidder shall have its umpires comply with all regulations in the rulebook of the nationally recognized softball organization, except where the City of Plantation League regulations supersede, in the performance of all duties.
8. Rainout or Cancellation: If the umpire director, assistant or officiating umpire is contacted 1 hour or earlier before game time (in case of a rainout and/or cancellation) there will be no charge for umpires for that day.
9. Last Game forfeited/cancelled: If notice is not given, according to #10 above, the umpire shall be paid for the 1st scheduled game, or the game in progress. The umpire shall not be paid for additional games that may be scheduled and not played.
10. All Games Cancelled: If the umpire shows up and all games are cancelled for any reason before play begins, the umpire will receive payment for one game.
11. Official Umpire Report Forms/Scoreboards: The umpire crew is responsible for updating the field scoreboard at the conclusion of each half inning. Each umpire is responsible for signing the official umpire report form (which will be provided by the City of Plantation) for each game they officiate. If the umpire fails to do so, he/she will not be paid.
12. Officiating Procedures: Officials shall arrive at the game site in the proper uniform a minimum of fifteen (15) minutes prior to the scheduled start time of the first game. Delays or interrupted start-up time, caused by the failure of a timely arrival, may result in one-half of the game fee being forfeited and returned to the City as a penalty.
- In the event of a forfeited or cancelled game, the umpires scheduled for such games, will be required to move to another field and work a three (3) man umpiring crew or umpire a practice game. The decision for such action will be solely at the discretion of the City's representative.
- The City of Plantation reserves the right to recommend disciplinary action in the form of suspension and/or dismissal for any umpire who fails to perform his/her duties as defined in the contract or for any behavior deemed inappropriate by the City.
13. Reason for dismissal: The league director shall have the right to demand that umpires who do not comply with City softball policies, or receive multiple negative comments from a majority of team managers, will not be assigned to work any City of Plantation games.
14. Income Tax Form: The City will issue a 1099 Income Tax form after the first \$600.00 of services rendered. Organizations Tax Identification Certificate must be sent in along with the bid.

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: []

NAME: []

ADDRESS: []

TELEPHONE NO.: []

FAX NO.: []

EMAIL ADDRESS: []

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: []

The address of the principal place of business is: []

The business is a (Sole Proprietorship) ☐ (Partnership) ☐ (Corporation) ☐

2. If Bidder is a corporation, answer the following:
- Date of Incorporation: []
 - State of Incorporation: []
 - President's Name: []
 - Vice President's Name: []
 - Secretary's Name: []
 - Treasurer's Name: []
 - Name and address of Resident Agent: []

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: []
- b. Name, address and ownership units of all partners:
[]
- c. State whether general or limited partnership: []

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

[]

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name: []
 - a. Under what other former names has your organization operated?
[]
7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.
[]
8. Have you personally inspected the site(s) of the proposed work? (Y) []____(N)_ []
9. Do you have a complete set of documents, including agenda? (Y) []____(N)_ []
10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
[]
11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
[]
12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).
[]
13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
[]
14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:
[]
15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.
[]

16. Provide a list of work currently under contract.

[]

17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]

[]

18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.

[]

19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.

[]

20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)

[]

21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.

[]

22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.

[]

23. Please attach a copy of your latest financial statement.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

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)

[97]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 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: _____

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 charged 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 or 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:

Bidder

Typed name:

By:

Name:

Title:

Typed name:

Bid Form
CITY OF PLANTATION

Bid of ~~Bidder~~

~~Address~~

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: ~~[Adult Umpire Softball Services]~~
ITB No. ~~020-17~~
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.

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

Witness

Printed Name of Partner

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)

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

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS AN INDIVIDUAL

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)

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: _____

- 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.

One (1) Umpire Per Game League	\$
Two (2) Umpire Per Game League	\$

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 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 be returned as provided herein.

SUBMITTED ON | |, 20 | |

SIGNATURE OF BIDDER: _____

TITLE (if any): | |

ADDRESS: () ()

Incorporated under the laws of the State of Florida.

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

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

(CORPORATE SEAL)

ATTEST

By _____
Secretary

Printed Name of Corporation

Printed State of Incorporation

By:

Signature of President or other authorized officer

Printed Name of President or other authorized officer

Address of Corporation

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)



**City of Plantation
City Council Chambers**

Subject:

Request for 18 Month Period Health Insurance Premium Rate Renewal for United Healthcare; 18 Month Period Stop Loss Rate Renewal for United Healthcare; Marathon Health Update

Summary:

Approve United Healthcare renewal of approximate 1% increase for health and pharmaceutical claims in the City's partially self-insured health plan, with total net premium funding of \$15,254,414; approve Stop-Loss Insurance coverage to protect the City from claims on excess of the proposed \$250,000 of which the projected premium is included in the projected net premium; approve the partially self-insured health insurance plans with United Healthcare.

Prepared By:

Margie Moale

ATTACHMENTS:

Description

UHC Memo and Employee Insurance
Premiums Rate Sheet

Upload Date

6/30/2017

Type

Cover Memo




Plantation
the grass is greener®

Human Resources
Margie Moale
Human Resources Director

400 NW 73rd Avenue; Plantation, FL 33317
Tele: (954) 797-2232 Fax: (954) 797-2727
E-Mail mmoale@plantation.org

MEMORANDUM

To: Mayor Diane Veltri Bendekovic and Members of Council

From: Horace McHugh, Chief Administrative Officer
Margie Moale, Human Resources Director 

Date: July 12, 2017

Re: 18 Month Period Health Insurance Premium Rate Renewal for United HealthCare; 18 Month Period Stop Loss Rate Renewal for United Healthcare; Marathon Health Update

BACKGROUND

The contract with United HealthCare (UHC) was due for premium rate renewal on April 1, 2017. Due to circumstances beyond the City's control, we did not have an insurance broker of record from December 2016 to February 2017 to negotiate rates on our behalf. At the City's request, UHC gave the City a six (6) month contract extension until September 30, 2017 on both the health insurance plan and the Stop Loss insurance plan. The current rates, terms, and conditions did not change. This enabled the City the necessary time to acquire an insurance broker. Mayor Diane Veltri Bendekovic subsequently authorized the extension. In February 2017, Council authorized the contract for our new insurance broker, Service Planning Corporation (SPC) to begin work on our behalf.

HEALTH INSURANCE PLAN

SPC was tasked with negotiating an 18-month contract with annual 12-month rate renewals with UHC for the period of 10/1/17 – 3/31/19. Essentially, premium rate renewals are based on the claims experience over the last year combined with administrative costs and other underwriting elements. UHC had held the line since 4/1/16 for the Administrative Services Only (ASO) fees with zero increase in fees. SPC was able to negotiate an additional rate pass until 4/1/19 achieving a cost avoidance for the City of \$33,156 at the 5% increase proposed by UHC. The negotiated rate increase effective 4/1/19 of 2% is projected at \$8,880 for the plan year. This means that the ASO fees paid to UHC has not increased for this three (3) year period.

STOP LOSS INSURANCE PLAN

UHC has been the City's Aggregate (ASL) and Individual (ISL) Stop Loss carrier for the last 18 months.

UHC proposed a 20% ASL increase effective 10/1/17; SPC negotiated a rate pass until 4/1/18, avoiding \$10,705 in rate expenses. The increase effective 4/1/18 – 3/31/19 is \$7,136 at 12% for the ASL portion. For the ISL portion, the City's threshold is currently \$235,000. UHC proposed a 40% increase and SPC negotiated it down to 39%. SPC requested quotes for \$250,000 and \$260,000 thresholds. The difference in premiums for the proposed \$235,000 and the proposed \$250,000 is \$91,388. The City would have to experience 6 high claimants of \$250,000 or higher each to use up the \$91,388 premium avoided for the additional \$15,000 increase in the threshold. The premium for the total Stop Loss coverage is \$1,318,792 at the recommended \$250,000 threshold.

The overall increase for Stop Loss coverage from the current cost of \$1,153,658 and the cost will increase to \$1,318,792 effective 4/1/18. The amount budgeted for the current Stop Loss coverage is \$1,333,000 as advised by our previous broker. The current budgeted amount will cover the recommended premium.

In addition, UHC also proposed two (2) lasers on two (2) high claimants at \$500,000 each as of 10/1/17. SPC negotiated one to a lower amount of \$300,000 with both lasers effective 4/1/18. Potentially, the City could have an additional expense of \$300,000 should both claimants reach the respective laser amounts during the plan year. The City presently only has two (2) high claimants.

PHARMACEUTICAL PLAN

Projected pharmaceutical claims are included in the overall health insurance plan funding. SPC was able to negotiate an increase of 30% - 35% in pharmacy rebates to the City providing potential revenues of \$180,000 for the 18-month period. SPC also negotiated the combined discount guarantees and dispensing fees to remain the same until 3/31/2020.

Effective 10/1/17, as a cost saving initiative, prescription co-pays will change for Tiers 1, 2, and 3 from \$10, \$20, and \$40 to \$10, \$25, and \$60 respectively. This change is anticipated to

reduce costs for the City by approximately \$287,000 for the 18-month period based upon current pharmacy claims data.

EMPLOYEE PREMIUMS

The attached chart reflects the bi-weekly employee premiums based upon this recommendation.

MARATHON-HEALTH UPDATE

Marathon Health has held contractual fee increases to a minimum since the opening of the Employee Health & Wellness Care Center. Due to our broker situation at the beginning of the year, Marathon Health gave the City a one (1) year contract extension with no changes in the terms and conditions of the contract for the current plan year. Mayor Bendekovic subsequently authorized the extension. SPC will negotiate with Marathon Health for the 4/1/18 renewal.

At the completion of our seventh year with our Employee Health & Wellness Care Center, its' success continues to increase. Costs avoided over and above the fees paid to Marathon Health were \$5,037,891.

RECOMMENDATION

Overall, current nationwide trends for health care costs continue to increase approximately 10% annually. Our current annual premium funding is \$15,686,412 for our partially self-insured health plan. After analyzing the health and pharmaceutical claims data, it is projected that an annual adjusted Partially Self-Insured premium of \$15,734,617 be approved, a 1% increase for a total net premium funding of \$15,254,414. The total projected budget is \$16,697,334 less projected premium contributions of \$1,442,920 to arrive at the above total net funding. In consideration of all of the facts surrounding our renewal rate premium, it is the recommendation by Service Planning Corporation and City staff to approve the Partially Self-Insured Health Insurance Plans with United Healthcare. Funds are budgeted for these expenses.

Stop-Loss Insurance coverage is recommended to protect the City from claims in excess of the proposed \$250,000 of which the projected premium is included in the projected net premium.

City of Plantation
Funding Rates & Contributions 04/2017 - 03/2018

Option 1	Total	Active	Annual ER	Annual EE	% of EE	Annual	Retiree 100%	Retiree 40%	Retiree	Cobra								
Preferred	Monthly	Employer	Employee	Contrib	Contrib	Cost	EE = 0%	EE = 60%	EE = 100%	EE = 100%								
Choice	EES	Contrib	Contrib	Contrib	Contrib		ER = 100%	ER = 40%										
Employee	277	\$835.01	\$801.60	\$33.41	\$2,664,524	\$111,049	4%	\$2,775,573	2	\$0.00	\$835.01	6	\$501.01	\$334.00	41	\$835.01	2	\$835.01
w/Spouse	102	\$1,669.99	\$1,569.79	\$100.20	\$1,921,427	\$122,641	6%	\$2,044,068	15	\$0.00	\$1,669.99	1	\$1,335.99	\$334.00	1	\$1,669.99	0	\$1,669.99
w/Child(ren)	140	\$1,753.52	\$1,646.65	\$106.88	\$2,766,364	\$179,550	6%	\$2,945,914	2	\$0.00	\$1,753.52	0	\$1,419.52	\$334.00	0	\$1,753.52	0	\$1,753.52
Family	223	\$2,553.45	\$2,382.58	\$170.88	\$6,375,771	\$457,261	7%	\$6,833,032	1	\$0.00	\$2,553.45	0	\$2,219.45	\$334.00	1	\$2,553.45	1	\$2,553.45
	742				\$13,728,085	\$870,502	6%	\$14,598,587	20	\$0.00	\$32,780.36	7	\$4,342.02	\$2,338.03	43	\$38,458.85	3	\$4,223.47
							PEPV											
							PEPM											
Option 2	Total	Active	Annual ER	Annual EE	% of EE	Annual	Retiree 100%	Retiree 40%	Retiree	Cobra								
New	Monthly	Employer	Employee	Contrib	Contrib	Cost	EE = 0%	EE = 60%	EE = 100%	EE = 100%								
EES	Premium	Contrib	Contrib	Contrib	Contrib		ER = 100%	ER = 40%										
Employee	1	\$775.63	\$744.60	\$31.03	\$8,935	\$372	4%	\$9,308	0	\$0.00	\$775.63	1	\$465.38	\$310.25	2	\$775.63	0	\$775.63
w/Spouse	1	\$1,551.25	\$1,489.19	\$62.06	\$17,870	\$745	4%	\$18,615	0	\$0.00	\$1,551.25	0	\$1,241.00	\$310.25	0	\$1,551.25	0	\$1,551.25
w/Child(ren)	3	\$1,628.85	\$1,563.71	\$65.15	\$56,293	\$2,345	4%	\$58,639	0	\$0.00	\$1,628.85	0	\$1,318.60	\$310.25	0	\$1,628.85	0	\$1,628.85
Family	2	\$2,403.20	\$2,307.07	\$96.13	\$55,370	\$2,307	4%	\$57,677	0	\$0.00	\$2,403.20	0	\$2,092.95	\$310.25	1	\$2,403.20	0	\$2,403.20
	7				\$138,468	\$5,770	4%	\$144,238	0	\$0.00	\$0.00	1	\$465.38	\$310.25	3	\$3,954.46	0	\$0.00
							PEPV											
							PEPM											
Total	749				\$13,866,554	\$876,271	6%	\$14,742,825	20	\$0.00	\$32,780.36	8	\$4,807.40	\$2,648.28	46	\$42,413.31	3	\$4,223.47
							PEPV											
							PEPM											
Grand Totals	826				\$14,291,697	\$1,442,920		\$15,734,617										

Based on 5/2017 enrollment.



City of Plantation
City Council Chambers

Subject:

Request for approval to amend Contractors's business name relating to ITB No. 010-17-Emergency Debris Management services contract.

Summary:

Request Council approval to amend the business name of the 'secondary' contractor pertaining to ITB No. 010-17 Emergency Debris Management **from** T.F.R. Enterprises, Inc. **to** T.F.R. Enterprises, Inc d/b/a T.F.R., Inc of Texas. Original item was approved by Council on May 10, 2017- consent agenda item No. 10.

Item Description:

On May 10, 2017- consent agenda item No. 10 the City Council approved a multi-award contract for Emergency Debris Management services. This contract was awarded to the following contractors:

- CrowderGulf Disaster Debris Management (Primary)
- T.F.R. Enterprises, Inc (Secondary)
- Bergeron Emergency Services (Tertiary)

While reviewing the original City Council approval memo, and executing the contract documents it was noticed that the 'secondary' contractor's business name was listed incorrectly in the original City Council Memo. The correct name should have read T.F.R. Enterprises, Inc. d/b/a T.F.R., Inc of Texas.

This memo is being presented to the City Council requesting approval to amend the

business name of the 'secondary' contractor pertaining to ITB No. 010-17 Emergency Debris Management **from** T.F.R. Enterprises, Inc. **to** T.F.R. Enterprises, Inc d/b/a T.F.R., Inc of Texas. All other items stated in the original approved City Council memo shall remain the same other than amendment mention herein.

This item is now ready for City Council consideration.

Funding:

No financial impact at this time

Finance Director/Budget Manager Recommendation:

No financial impact

Prepared By:

Charles Spencer

ATTACHMENTS:

Description	Upload Date	Type
Original Approved Council Memo	6/29/2017	Backup Material
State of Florida Certification	6/29/2017	Backup Material



**Plantation City Council Meeting
Agenda**

Notice of City Council Meeting

Wednesday, May 10, 2017 ~ 7:30 PM



COUNCIL APPROVED

DATE: 5 / 10 / 2017

Consent Agenda Item # 10

**City of Plantation
City Council Chambers**

Subject:

Request for approval and authorization to award and execute contracts with CrowderGulf Disaster Debris Management (Primary), T.F.R Enterprises Inc. (Secondary), and Bergeron Emergency Services (Tertiary) for "Emergency Debris Management" ITB No. 010-17 with an initial contract period of five (5) years and an option to renew for five (5) additional one (1) year periods.

Item Description:

In order to come into compliance with current federal requirements, the City issued a Invitation to Bid (ITB) for Emergency Debris Management Services. These Contractors will provide response and recovery services during emergency events.

With the number of hurricane events that Florida experienced the last several years, the disaster response and recovery industry has been overwhelmed with request for assistance. Staff recommends that three (3) contractors be awarded this contract to better insure assistance if needed. The scope of services include but not limited to:

- Emergency Road Clearance
- Eligible Right of Way Vegetative Debris Removal
- Eligible Right of Way Construction and Demolition Debris Removal
- Eligible Demolition, Removal, Transport, and Disposal of Structures
- Removal of Eligible Hazardous Leaning Trees and Hanging Limbs
- Removal of Eligible Hazardous Stumps
- Eligible Household Hazardous Waste Removal, Transport and Disposal
- Eligible Right of Way White Goods Debris Removal
- Eligible E-Scrap Removal
- Eligible Dead Animal Carcasses
- Other Debris Removal Work as Required

The Procurement Division secured sealed bids in accordance with Section 2-226(b) of the City's code utilizing the procurement model in accordance with Section 2-220(e) of the City's code for the above mentioned services. This ITB No. 010-17 was advertised for 31 days; (49) "Planholders" and 1350 "Suppliers" were notified. On April 11, 2017 eight (8) sealed bid proposals were opened. Copies of the eight (8) bid submittals are attached for your review.

The numerical results are as follows

- | | |
|--|-------------|
| 1. CrowderGulf Disaster Debris Management- | \$18,641.04 |
| 2. TFR Enterprises, Inc.- | \$27,939.05 |
| 3. Bergeron Emergency Services- | \$30,458.38 |
| 4. D & J Enterprises Inc.- | \$35,737.16 |
| 5. Grubbs Emergency Services, LLC.- | \$41,754.50 |
| 6. Ceres Environmental- | \$73,887.31 |
| 7. Gaston Tree Service, LLC- | \$74,811.83 |

8. Custom Tree Care, Inc.- Incomplete Bid (Non Responsive)

Procurement Division staff performed an evaluation of all bids proposals to determine submittal responsiveness. After careful consideration of all information provided by each bidder, Procurement Division concluded that CrowderGulf Disaster Debris Management, TFR Enterprises, Inc., and Bergeron Emergency Services submitted the lowest responsive bids proposals.

Administration and Public Works staff performed an evaluation of the three (3) lowest, responsive bids to determine if the submittals were responsible. After careful consideration of all information provided by each bidder, Administration, and Public Works Department staff concluded that CrowderGulf Disaster Debris Management, TFR Enterprises, Inc., and Bergeron Emergency Services submitted the lowest responsible bids proposals.

Based upon the forgoing bid evaluation, Procurement, Administration, and Public Works staff recommends approval to award contracts for "Emergency Debris Management" (ITB No. 010-17) to CrowderGulf Disaster Debris Management (Primary), T.F.R Enterprises Inc. (Secondary), and Bergeron Emergency Services (Tertiary).

Funding:

No financial impact at this time

Amount:

See Itemized Bid Tabulation Sheet

Finance Director/Budget Manager Recommendation:

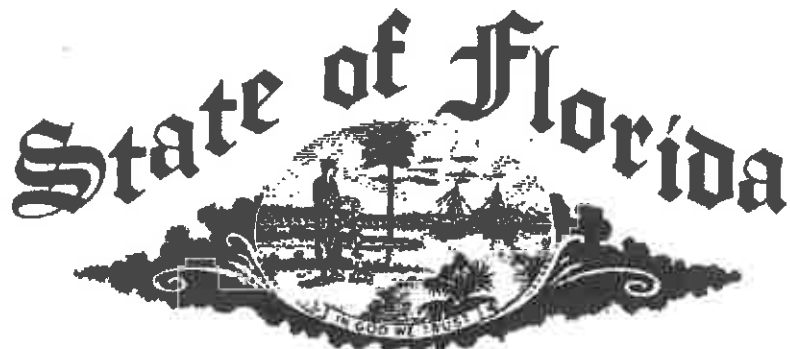
No financial impact at this time

Prepared By:

Charles Spencer

ATTACHMENTS:

Description	Upload Date	Type
Itemized Bid Tabulation Sheet	5/3/2017	Backup Material
Original Bid Documents with addendums	5/3/2017	Backup Material
Ceres Environmental Bid Submittal	5/3/2017	Backup Material
Grubbs Bid Submittal	5/3/2017	Backup Material
Gaston Bid Submittal	5/4/2017	Backup Material
TFR Bid Submittal	5/4/2017	Backup Material
Bergeron Bid Submittal	5/4/2017	Backup Material
CrowderGulf Bid Submittal	5/4/2017	Backup Material
D&J Bid Submittal	5/4/2017	Backup Material
Custom Tree Bid Submittal	5/4/2017	Backup Material



Department of State

I certify from the records of this office that T.F.R. ENTERPRISES, INC. doing business in Florida as T.F.R., INC. OF TEXAS, is a corporation organized under the laws of Tennessee, authorized to transact business in the State of Florida, qualified on September 10, 2002.

The document number of this corporation is F02000004640.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 9, 2013, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-third day of April, 2013



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

**Plantation City
Council Meeting
Agenda**

**Notice of City
Council Meeting**

Wednesday, July 12, 2017 ~ 7:30 PM



City of Plantation
City Council Chambers

Subject:

Extension of Broward County Interlocal Agreement for Wheelabrator Solid Waste Services

Summary:

Request to extend the City's Participation in the Broward County Interlocal Agreement with Wheelabrator to provide solid waste disposal services from July 2, 2018 through July 2, 2023 at the existing rates.

Prepared By:

Dawn Mehler

ATTACHMENTS:

Description

Memo to Council
Resolution
ILA renewal letter

Upload Date

7/7/2017
7/7/2017
7/5/2017

Type

Cover Memo
Resolution Letter
Backup Material

OFFICE OF THE MAYOR

Diane Veltri Bendekovic,
Mayor

ADMINISTRATION

Horace McHugh
Chief Administration Officer

Dawn Mehler
Administrative Analyst

**CITY COUNCIL**

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

MEMO

TO: Mayor and Members of City Council

FROM: Horace McHugh, Chief Administration Officer
Dawn Mehler, Administrative Analyst

MEETING DATE: July 12, 2017

SUBJECT: Extension of the Broward County Interlocal Agreement for
Wheelabrator Solid Waste Service

REQUEST: Approve Resolution

On February 28, 2013, the City of Plantation Council approved Resolution No. 11641 and selected Wheelabrator Environmental Systems, Inc. as the County-contractor to receive Residential Waste, Commercial Waste, Yard Waste and Bulk Trash Services originating within the City of Plantation, and the Interlocal Agreement was fully executed by the City and County.

On April 25, 2017 Broward County continued/extended the Interlocal Agreement with Wheelabrator through July 2, 2023. Therefore, Administration requests the authority to extend the City of Plantation's Agreement with Wheelabrator from July 2, 2018 through July 2, 2023.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANTATION RELATING TO ENVIRONMENTAL CONTROL; AEXTENDING THE BROWARD COUNTY'S AUTHORIZED CONTRACTOR WHICH CONTRACTOR WILL PROVIDE FOR THE BENEFIT OF THE CITY AS A PARTICIPATING COMMUNITY DISPOSAL SERVICES FOR RESIDENTIAL, COMMERCIAL, YARD AND BULK WASTE; AUTHORIZING THE ADMINISTRATION TO EXECUTE AN AWARD LETTER TO THE BROWARD COUNTY INTERLOCAL AGREEMENT SO AS TO EXTEND THE BROWARD COUNTY'S INTERLOCAL AGREEMENT FOR PLANTATION'S SERVICES.

Whereas, Section 403.706, Florida Statutes, designates counties as the local governments with primary responsibility for providing for the operation of solid waste disposal facilities to meet the needs of unincorporated and incorporated areas; and,

Whereas, Broward County and several cities (including Plantation) have historically cooperated in endeavors related to the subject of environmental control to achieve various economies of expertise, scale, operation, management, and administration; and,

Whereas, on February 28, 2013, the City of Plantation Council approved Resolution No. 11641 and selected Wheelabrator Environmental Systems, Inc. ("Wheelabrator") as the County-contractor to receive Residential Waste, Commercial Waste, Yard Waste and Bulk Trash ("Services") originating within the City of Plantation ("City"), and the Interlocal Agreement was fully executed by the City and County in such regard (the "Interlocal Agreement"); and,

Whereas, on April 25, 2017 Broward County extended the Solid Waste Agreements with Wheelabrator through July 2, 2023; and,

Whereas, Plantation has determined that it is in the public's interest to approve and extend the Solid Waste Disposal Services with Wheelabrator as same have been provided for in the extension approved by Broward County so as to continue to realize the economies gained therefrom; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANTATION, FLORIDA that:

SECTION 1: The above recitals are true and correct and by this reference are hereby Incorporated into and made an integral part of this resolution.

SECTION 2: Pursuant to Article 1, Section 1.6 of the Interlocal Agreement, the City wishes to continue and extend the Services of Wheelabrator through July 2, 2023 to perform Residential and Commercial Waste Disposal Services (pursuant to its April 25, 2017 Agreement with Broward County and with its Agreements with the City of Plantation regarding services at the same pricing options approved by the City Council and as set forth in City of Plantation Resolution Number 11641) and does not wish to independently competitively procure the Services originating within the City of Plantation Services covered by the contemplated Interlocal Agreement;

SECTION 4: The City's Administration is authorized to implement all decisions made herein. The Mayor or Chief Administrative Officer are authorized to create, execute and implement all documentation necessary to implement the decisions made by this Resolution.

SECTION 5: 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 whole or any portion or part thereof, other than the part so declared to be invalid.

SECTION 6: This Resolution shall take effect immediately upon passage by the City Council and signature by the Mayor.

PASSED AND ADOPTED by the City Council this ____ day of July, 2017.

SIGNED by the Mayor this ____ day of July, 2017.

MAYOR

CITY CLERK

ATTEST:

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 July, 2017.

Susan Slattery, City Clerk



BERTHA W. HENRY, County Administrator

115 S. Andrews Avenue, Room 409 • Fort Lauderdale, Florida 33301 • 954-357-7362 • FAX 954-357-7360

April 27, 2017

To: Municipal Managers of:

Coconut Creek, Cooper City, Coral Springs, Fort Lauderdale, Lauderdale Lakes, Lazy Lake, Lighthouse Point, Margate, North Lauderdale, Plantation, Sea Ranch Lakes, Tamarac, West Park, Wilton Manors, Municipal Services District

Dear ILA Participants:

This letter is to inform you that on April 25, 2017, the Broward County Board of County Commissioners approved a motion to exercise the County's right to extend the Solid Waste Disposal Agreement with Wheelabrator through July 2, 2023.

This action will provide a disposal option for the municipalities that choose to utilize the County Agreement for an additional five years.

If you have any questions, please feel free to contact Jeff Turpin, Interim Director of Solid Waste and Recycling Services at 954-474-1840 or jturpin@broward.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bertha W. Henry", is written over a light blue circular stamp.

Bertha W. Henry
County Administrator

c: Jeff Turpin, Interim Director, Solid Waste and Recycling Services
Thomas Hutka, Public Works Director, Broward County

**Plantation City
Council Meeting
Agenda**

**Notice of City
Council Meeting**

Wednesday, July 12, 2017 ~ 7:30 PM



City of Plantation
City Council Chambers

Subject:

First Renewal of the Wheelabrator Optional Waste Services Agreement

Summary:

Renewal of the Wheelabrator Optional Waste Services Agreement from July 2, 2018 through July 2, 2023 at the same rates.

ATTACHMENTS:

Description

Memo to Council

Resolution

Resolution 11743

Upload Date

7/7/2017

7/7/2017

7/5/2017

Type

Cover Memo

Resolution Letter

Backup Material

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

ADMINISTRATION
Horace McHugh
Chief Administration Officer

Dawn Mehler
Administrative Analyst



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

MEMO

TO: Mayor and Members of City Council

FROM: Horace McHugh, Chief Administration Officer
Dawn Mehler, Administrative Analyst

MEETING DATE: July 12, 2017

SUBJECT: First Renewal Term of the Wheelabrator Optional Waste Services Agreement

REQUEST: Approve Resolution

On September 16, 2013, Resolution No. 11743, the City of Plantation Council approved Wheelabrator Environmental Systems, Inc. n/k/a Wheelabrator Technologies for Optional Waste Services originating within the City of Plantation as attached hereto as Exhibit 1, and the Optional Waste Services Agreement was fully executed by the City.

Pursuant to Article 8, Section 8.1.1 of the Option Waste Services Agreement, Administration requests approval of the first Renewal Term of the Optional Waste Services Agreement through July 2, 2023.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANTATION APPROVING THE FIRST RENEWAL TERM OF THAT CERTAIN AGREEMENT BETWEEN THE CITY OF PLANTATION AND WHEELABRATOR ENVIRONMENTAL SYSTEMS, INC. N/K/A WHEELABRATOR TECHNOLOGIES FOR OPTIONAL WASTE SERVICES.

Whereas, on September 16, 2013, Resolution No. 11743, the City of Plantation Council approved Wheelabrator Environmental Systems, Inc. n/k/a Wheelabrator Technologies ("Wheelabrator") for Optional Waste Services ("Services") originating within the City of Plantation ("City") as attached hereto as Exhibit 1, and the Optional Waste Services Agreement was fully executed by the City in such regard (the "Agreement"); and,

Whereas, the City wishes to exercise its right to the first Renewal Term with Wheelabrator through July 2, 2023 and does not wish to independently competitively procure the Services originating within the City of Plantation Services covered by the contemplated Agreement; and,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND/OR THE CITY ATTORNEY'S OFFICE AND CITY COUNCIL OF THE CITY OF PLANTATION, BROWARD COUNTY, FLORIDA that:

SECTION 1: The above recital are true and correct and by this reference are hereby Incorporated into and made an integral part of this resolution.

SECTION 2: Pursuant to Article 8, Section 8.1.1 of the Agreement, the City wishes to exercise its renewal right to the first Renewal Term for services provided by Wheelabrator through July 2, 2023 and does not wish to independently competitively procure the Services originating within the City of Plantation Services covered by the contemplated Agreement;

SECTION 3: City Administration is authorized to execute a Renewal term letter renewing the Agreement between Wheelabrator and Plantation for its Services.

SECTION 4: 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 whole or any portion or part thereof, other than the part so declared to be invalid.

SECTION 5: This Resolution shall take effect immediately upon passage by the City Council and signature by the Mayor.

PASSED AND ADOPTED by the City Council this _____ day of July, 2017.

SIGNED by the Mayor this ____day of July, 2017.

MAYOR

CITY CLERK

ATTEST:

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 July, 2017.

Susan Slattery, City Clerk

RESOLUTION NO. 11743

A RESOLUTION OF THE CITY OF PLANTATION
APPROVING THAT CERTAIN DRAFT AGREEMENT
BETWEEN CITY OF PLANTATION AND WHEELABRATOR
TECHNOLOGIES INC. FOR OPTIONAL WASTE SERVICES;
PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN
EFFECTIVE DATE THEREFOR.

BE IT RESOLVED BY THE CITY OF PLANTATION, FLORIDA THAT:

SECTION 1: That certain draft Agreement between City of Plantation and Wheelabrator Technologies Inc. for Optional Waste Services substantially in draft form attached hereto as Exhibit "A" is approved. The City Attorney and Administration are authorized to finalize this approved draft and the Mayor or Chief Administrative Officer of the City is authorized to execute same, once finalized.

SECTION 2: 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 whole or any portion or part thereof, other than the part so declared to be invalid.

SECTION 3: This Resolution shall take effect immediately upon passage by the City Council and signature by the Mayor.

PASSED AND ADOPTED by the City Council this 12th day of September,
2013.

SIGNED by the Mayor this 16th day of September, 2013.

Diane Veltri Bendekovic
MAYOR

ATTEST:
Aileen K. Shetty
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 17 day of September, 2013.


Susan Slattery, City Clerk

[105]9002-11002

AGREEMENT
between
CITY OF PLANTATION
and
WHEELABRATOR ENVIRONMENTAL SYSTEMS INC.
for
OPTIONAL WASTE SERVICES

This Agreement ("Agreement") dated this 1 day of October, 2013, between the CITY OF PLANTATION, a municipal corporation of the State of Florida, its successors and assigns, hereinafter referred to as "CITY";

AND

WHEELABRATOR ENVIRONMENTAL SYSTEMS INC., a Delaware corporation, hereinafter referred to as "WHEELABRATOR";

ARTICLE 1

- 1.1 The CITY desires to provide service for itself and for its residents for certain Optional Waste Services as defined herein.
- 1.2 Subject to the terms and conditions of this Agreement, WHEELABRATOR is willing to provide Optional Waste Services to the CITY.
- 1.3 The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2
DEFINITIONS

The following contains the definitions of the terms as applied to this Agreement.

- 2.1 Agreement. The term "Agreement" shall mean this Agreement for the providing of Optional Waste Disposal Services.
- 2.2 City. The term "CITY" shall mean the CITY OF PLANTATION.

- 2.3 HHW. The term "Household Hazardous Wastes" or "HHW" shall mean those products listed in Exhibit "A" that are stored, generated or used at a resident's household, together with such other Hazardous Waste, substances, goods, products, equipment, and other matter as are stored, generated, or used at a resident's household which are now part of, or in the future become part of, the Additional Waste HHW program or Special Waste program conducted by Broward County and Wheelabrator Environmental Systems Inc. in conjunction with that certain contract between them dated June 26, 2012. The term includes Electronic Waste, waste tires, used oil and lead-acid batteries.
- 2.4 Optional Waste Disposal Services. The term "Optional Waste Disposal Services" shall mean the services to be performed by WHEELABRATOR collection and disposal of HHW as further described in the Scope of Work attached as Exhibit "A", and the disposal of HHW and Special Waste when dropped off at a designated WHEELABRATOR facility by Plantation and Plantation's residents.
- 2.5 Optional Waste Disposal Services Fee. The term "Optional Waste Disposal Services Fee" shall be the fee to be paid by the CITY for the performance of the Optional Waste Disposal Services as set forth in Article 4 hereof.
- 2.6 Interlocal Agreement. The term "Interlocal Agreement" shall mean the Interlocal Agreement between the CITY and Broward County, dated as of January 28, 2013.
- 2.7 Hazardous Waste. The term "Hazardous Waste" means any waste, substance, object, or material deemed hazardous under (i) Section 403.703, Florida Statutes; (ii) RCRA, 42 U.S.C.A. § 6901, *et. seq.*; (iii) CERCLA, 42 U.S.C.A. § 9601, *et. seq.*; Toxic Substances Control Act, 15 U.S.C.A. § 2601, *et. seq.*; and in each of the foregoing cases, applicable regulations promulgated thereunder.
- 2.8 Special Waste. The term "Special Waste" means solid wastes that are stored, generated or used at a resident's household and that can require special handling and management, including, but not limited to, Bulk Trash, White Goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, and Yard Trash.
- 2.9 White Goods. The term "White Goods" includes discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic large appliances that are stored, generated or used at a resident's household.
- 2.10 Yard Trash. The term "Yard trash" means vegetative matter resulting from landscaping maintenance and land clearing operations (and includes associated rocks and soils), and from tropical storms, or from hurricanes.

- 2.11 Bulk Trash. The term "Bulk Trash" includes large items such as sofas, chairs, mattresses, appliances, carpeting, and white goods, as well as woody waste such as fencing and lumber.
- 2.12 Electronic Waste. The term "Electronic Waste" means end of life electronic devices, such as computers, computer monitors, televisions, printers, fax machines, cell phones, and copiers.

ARTICLE 3
SCOPE OF WORK

- 3.1 WHEELABRATOR (directly or through subcontractors) shall perform the Optional Waste Disposal Services as defined in this Agreement and as further set forth in the Scope of Work attached hereto as Exhibit "A" and made a part hereof.
- 3.2 WHEELABRATOR shall provide and perform everything required to be furnished and done to ensure the proper disposal of the HHW and Special Waste in accordance with all applicable law and regulation, and in doing so shall provide all required or reasonably necessary employment and furnishing of all labor, materials, equipment, supplies, tools, storage, transportation, insurance, sales, delivery and other things and kinds of services whatsoever necessary for the receipt, processing, and disposal of the HHW and Special Waste and any associated residual materials.
- 3.3 WHEELABRATOR shall provide, at its sole expense, all necessary personnel, materials and equipment for the operation, maintenance and repair of disposal facilities, including but not limited to the primary WHEELABRATOR disposal facility, and the "Disposal Facilities" as defined under the Interlocal Agreement, to ensure always that HHW and Special Waste can be properly disposed of in accordance with the terms hereof. The primary "WHEELABRATOR disposal facility" for Plantation and Plantation's residents to use for dropping off HHW and Special Waste shall be the Wheelabrator South Broward facility located at 4400 S State Road 7, Davie, FL (Wheelabrator South Broward). WHEELABRATOR reserves the right to relocate the primary WHEELABRATOR disposal facility another mutually agreeable location upon thirty (30) days notice to the CITY.
- 3.4 In the event that the primary WHEELABRATOR disposal facility is rendered incapable to receive the HHW and Special Waste for any length of time, including reasons related to Force Majeure, WHEELABRATOR may require the CITY and its citizens, ~~and its Licensed Waste Hauler~~ to deliver HHW and Special Waste to another disposal facility. In the event that the other disposal facility is farther away from Plantation City Hall Wheelabrator South Broward, and in the event the CITY's ~~licensed Waste Hauler~~ requests additional compensation as a result thereof, then WHEELABRATOR shall

reimburse the CITY for such reasonable additional compensation, and for any actual and necessary incremental cost for transportation that the CITY may incur, and if the facility is not owned by WHEELABRATOR or an affiliate thereof (in which case the Disposal Fee shall remain unchanged), WHEELABRATOR shall reimburse the CITY for any incremental processing and disposal fees paid that exceeds the Disposal Services Fee.

- 3.5 WHEELABRATOR shall keep the primary WHEELABRATOR disposal facility open for the receipt of HHW and Special Waste from Plantation or the CITY's citizens from 8:00 a.m. to 4:00 p.m. on Saturday's, during the year, **excluding holiday weekends.** In the event WHEELABRATOR's standard operating hours change, WHEELABRATOR will coordinate with the CITY to ensure an acceptable disposal facility is open and available for the receipt of HHW and Special Waste from the CITY and its residents during the hours prescribed above.

ARTICLE 4 **PAYMENT**

The CITY shall pay WHEELABRATOR \$48,000.00 annually for performance of the Optional Waste Disposal Services. Payments of \$12,000.00 are due within thirty (30) days of each of the four collection events held within Plantation per year.

ARTICLE 5 **RELATIONSHIPS OF THE PARTIES**

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement shall be deemed to constitute any party or partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship or any kind whatsoever between the parties. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several between each of the WHEELABRATOR and CITY.

ARTICLE 6 **INDEMNIFICATION-INSURANCE**

- 6.1 WHEELABRATOR shall protect, indemnify, defend, and hold harmless the CITY, and its present and future elected and appointed officials, officers, and employees (collectively "CITY"), from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits or actions (including administrative, at trial, and at all judicial or appellate review), which relate, refer, or pertain to personal injury, bodily injury, sickness, disease or death, or some or all of the foregoing, of any person(s), or loss or damage to property, or pollution or environmental contamination, arising out of:

- A. WHEELABRATOR's operation of disposal facilities to perform the Optional Waste Services under this Agreement; or,
- B. WHEELABRATOR's performance (or non-performance) of its obligations under this Agreement; or,
- C. Any negligent or reckless or intentional act or omission of WHEELABRATOR's officers or employees in the performance of services hereunder; or,
- D. Some or all of the foregoing.

Notwithstanding the foregoing, WHEELABRATOR is not required by this Paragraph 6.1 to indemnify or hold harmless the CITY for liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits or actions to the extent caused by the negligent or reckless acts or omissions, or willful misconduct, of the CITY.

- 6.2 In the event it becomes necessary for either WHEELABRATOR or CITY to enforce the Indemnity and Hold Harmless set forth in paragraph 6.1 above, the prevailing party shall be entitled to recover its attorney's fees and court costs.
- 6.3 Notwithstanding anything to the contrary, the Indemnity and Hold Harmless provisions of this Article 6 shall survive the termination or expiration of this Agreement, regardless of the reason (or lack thereof) for such termination or expiration.
- 6.4 WHEELABRATOR shall maintain insurance with minimum policy limits for each coverage as scheduled below, with such coverage per occurrence, commencing prior to the commencement of the work and continuing to provide coverage for claims based on occurrences during the term of this Agreement (except for Pollution Liability, which may be provided on a claims made basis) for a minimum of three (3) years from the date of termination or expiration of this Agreement:

General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000
Pollution Liability	\$25,000,000/\$50,000,000
Commercial Umbrella	\$25,000,000
Employer's Liability	\$1,000,000
Worker's Compensation	Statutory Amount

- 6.4.1 The CITY shall be named as an additional insured on all insurance policies required under this Agreement, except Workers Compensation.

- 6.4.2 Insurance Company-Standards. Policies required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida, with a minimum rating from AM Best Company of A- Excellent: FSC VII.
- 6.4.3 WHEELABRATOR agrees to furnish CITY with at least thirty (30) days prior written notice of any cancellation of any insurance policy required under this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, WHEELABRATOR shall furnish, at least ten days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. WHEELABRATOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.
- 6.4.4 To ensure an adequate level of outstanding insurance coverage for claims that arise from WHEELABRATOR's performance under this Agreement, WHEELABRATOR shall maintain a minimum outstanding level of insurance coverage during the Term of this Agreement in the amount of \$25,000,000 ~~\$25,060,000~~ after deducting the amount of any claims filed or made against any policy required under this Agreement during the Term of this Agreement and the three year period set forth above.
- 6.5 WHEELABRATOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
- 6.6 WHEELABRATOR may satisfy the requirements of paragraphs 6.4 by ensuring that Plantation is an additional insured on its policies and coverages which it is required to maintain under the Interlocal Agreement, except for Workman's Compensation, and supplying either endorsements to coverage or Certificates of insurance evidencing same, whichever the CITY Risk Management Supervisor may require.

ARTICLE 7

DEFAULT AND TERMINATION

In the event there should occur any material breach in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty (30) days, except for a monetary breach which shall be remedied within fifteen (15) days, after receipt of notice from the non-breaching party specifying such breach, the non-breaching party may, if such breach is continuing, terminate this Agreement upon thirty (30) days (or fifteen 15 days in the case of monetary breach) notice to the party in breach.

ARTICLE 8
DURATION

- 8.1 This Agreement shall be effective the earlier of October 1, 2013 or execution by CITY and WHEELABRATOR; however, the performance of this Agreement shall commence on October 1, 2013. This Agreement shall continue for a five (5) year period of time ("Initial Term to expire on July 3 2018 unless renewed or terminated earlier by the parties as set forth herein. This Agreement may be renewed by mutual agreement for up to three (3) additional, successive five year terms (each renewal is a "Renewal Term") upon the terms set forth herein.
- 8.1.1 The first Renewal Term shall be at the election of the CITY, and if the CITY wishes to exercise its renewal right, the CITY shall provide written notice thereof to WHEELABRATOR not less than ninety (90) days prior to the expiration of the Initial Term. If the CITY does not elect to exercise its right to the first Renewal Term, this Agreement shall terminate at the expiration of the Initial Term.
- 8.1.2 If the CITY exercises its right to the first Renewal Term, then, following the first Renewal Term, any addition Renewal Terms shall require mutual written consent by WHEELABRATOR and the CITY.
- 8.2 Notwithstanding the foregoing, if, for any reason, the Interlocal Agreement is terminated, WHEELABRATOR shall advise the CITY as soon as possible of such fact, and this Agreement shall be deemed terminated as of the date of termination of the Interlocal Agreement.
- 8.3 All indemnities provided to the CITY under this Agreement shall survive the Agreement's termination or expiration.

ARTICLE 9
MISCELLANEOUS

- 9.1 **ASSIGNMENT.** This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances, by any party, without the prior written consent of the other party to this Agreement.
- 9.2 **STATE AND FEDERAL LAWS.** The provision of household hazardous waste disposal services under this Agreement shall comply with all applicable state and federal laws. This Agreement shall be construed in accordance with the laws of the State of Florida.
- 9.3 **NOTICES.** All notices, consents and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and shall be delivered either by hand with proof of delivery or mailed by first class registered

or certified mail, return receipt required, postage prepaid, and in any case shall be addressed as provided in Exhibit "B", which is attached hereto and made a part hereof. Changes in the respective addresses of WHEELABRATOR and CITY provided on the signature page may be made by either party by giving notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

- 9.4 INCORPORATION OF AGREEMENTS. This document supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.
- 9.5 SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.
- 9.6 REPRESENTATIONS AND WARRANTIES. WHEELABRATOR and CITY hereby represent and warrant as to itself as follows:
- (a) It is duly organized and validly existing under the constitution and laws of the State of its incorporation, with full legal right, power and authority to enter into and perform its obligations hereunder;
 - (b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally).
- 9.7 JOINT PREPARATION. Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of

this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.8 JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and covered by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional devise. BY ENTERING INTO THIS AGREEMENT, WHEELABRATOR AND CITY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

9.9 MULTIPLE ORIGINALS. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the full force and effect of any original document.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made an executed this Agreement on then respective dates under each signature; CITY OF PLANTATION, signing by and through its Mayor, authorized to execute same by City Council action on this 12 day of September, 2013, and WHEELABRATOR, signing by and through officers duly authorized to execute same.

CITY

CITY OF PLANTATION

ATTEST:

Susan K. Slattery
Susan Slattery,
City Clerk

By: Diane Veltri Bendekovic
Mayor Diane Veltri Bendekovic
15 day of October, 2013

Approved as to form by:
Donald J. Lunny, Jr., City Attorney

BY: Donald J. Lunny, Jr.
Date: 10/15/2013

WHEELABRATOR ENVIRONMENTAL SYSTEMS INC.

ATTEST:

Esteban Lopez
Esteban Lopez
Controller

By: Peter Kendrigan
Name: Peter Kendrigan
Title: Regional Vice President

EXHIBIT "A"
SCOPE OF WORK

Exhibit "A"

Alternative bulk waste and landscaping options:

The following WHEELABRATOR location(s) will allow residents from the City of Plantation to drop off their bulk items, household hazardous waste and electronics on Saturday from 8:00 AM to 4:00 PM (hours and date to be acceptable to CITY/WHEELABRATOR).

Wheelabrator South Broward
4400 S State Road 7
Davie, FL 33314

Disposal site may be relocated to another facility upon thirty (30) days notice to CITY.

Household Hazardous Waste (HHW) Annual Collection Event:

The City of Plantation in conjunction with WHEELABRATOR, will conduct four (4) quarterly Household Hazardous Waste (HHW) Collection Events. These events are open to all CITY residents free of charge with proof of residency. There will be a convenient drive-thru service where staff will unload the resident's household hazardous waste; the resident may be encouraged to remain in his or her vehicle. The residents will be asked to keep the household hazardous waste products in their original containers, or to label them clearly. The residents will be asked to ensure all lids are sealed tightly, and leaking containers should be placed in a large plastic container.

Free Drop Off with Proof of City Residency

(Dates to be mutually agreed upon and set by CITY and WHEELABRATOR)

Location
750 NW 91st Avenue
Plantation, FL 33324

- Furniture and metal polish
- Insecticides
- Automotive fluids and gasoline solvents
- Fertilizers
- Fire extinguishers
- Flares
- Mercury thermometers, rechargeable and automobile batteries
- Oil/latex paints
- Oven and drain cleaners
- Paint thinners/strippers
- Pesticides
- Pool chemicals
- Propane tanks
- Spot removers
- Tires

- Used oil
- Electronics

Wheelabrator reserves the right to refuse acceptance of types of waste not covered by this Agreement.

In the event WHEELABRATOR sets up additional Collection Events in other cities which have opted or may opt for WHEELABRATOR'S Household Hazardous Waste program, WHEELABRATOR will, where practicable, allow CITY residents to drop off Household Hazardous Wastes at these events as well.

WHEELABRATOR or its subcontractor will supply two (2) or three (3) people and City will supply three (3) people to work the event.

WHEELABRATOR, directly or through its subcontractor, will have a staff person at their sites at all times who is certified to deal with hazardous materials to ensure that the work of the vendors follow all regulatory and safety requirements. The same staff person ensures customer service as well.

1. **Full Service.** WHEELABRATOR's program accepts a full range of household hazardous materials from your residents, including household cleaners, lawn chemicals, pesticides, paint, tires (up to 4), electronics, auto and boat batteries, motor oil and gasoline, and pool chemicals.
2. **Convenience.** WHEELABRATOR shall keep the primary WHEELABRATOR disposal facility open for the receipt of HHW and Special Waste from Plantation or the CITY's citizens from 8:00 a.m. to 4:00 p.m. on Saturday's, during the year, excluding Holiday's in accordance with the terms of the Agreement.
3. **Collection Events.** In addition to the weekly drop-off site, the program will include four (4) collection events each year that are held in the City.
4. **Electronics Recycling.** The CITY HHW program includes the recycling of household electronics, such as computers, televisions, printers, DVD/VCR players, copiers, and cell phones.
5. **Customer Service.** WHEELABRATOR, its employees and subcontractors are committed to providing a high level of professionalism and want to make each customer's drop-off a positive experience.
6. **Accountability.** The materials collected through WHEELABRATOR's HHW and electronics program are recycled where possible, and otherwise properly disposed of through the utilization of EPA-permitted facilities. The program includes regulatory oversight and monitoring of all personnel associated with handling the materials, and materials are tracked to their final disposition to ensure environmental compliance.
7. **Reporting.** The CITY will be provided with a quarterly report on their residents' participation in the program, program activities, and associated costs.

EXHIBIT "B"
NOTICES FOR PARTIES

CITY OF PLANTATION:

Mayor of Plantation
Plantation City Hall
400 NW 73rd Avenue
Plantation, Florida 33317

With a copy to:

City of Plantation Director of Public Works
Public Works Administration Building
750 NW 91st Avenue
Plantation, Florida 33324

WHEELABRATOR ENVIRONMENTAL SYSTEMS INC.:
4400 S State Road 7
Davie, FL 33314

9001-96317, 1347756,v4

**Plantation City
Council Meeting
Agenda**

**Notice of City
Council Meeting**

Wednesday, July 12, 2017 ~ 7:30 PM



City of Plantation
City Council Chambers

Subject:

Agreement - Memorandum of Understanding for the evaluation and analysis of available disposal service options beyond July 2, 2023

Summary:

Approval of the attached Memorandum of Understanding for the City to participate with other municipalities to review options for waste disposal services beyond July 2, 2023.

Prepared By:

Dawn Mehler

ATTACHMENTS:

Description

Memo to Council

Resolution

Memorandum of Understanding

Upload Date

7/7/2017

7/7/2017

7/7/2017

Type

Cover Memo

Resolution Letter

Backup Material

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor

ADMINISTRATION
Horace McHugh
Chief Administration Officer

Dawn Mehler
Administrative Analyst



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

MEMO

TO: Mayor and Members of City Council

FROM: Horace McHugh, Chief Administration Officer
Dawn Mehler, Administrative Analyst

MEETING DATE: July 12, 2017

SUBJECT: Memorandum of Understanding

REQUEST: Approve Resolution

On March 29, 2017, several municipalities met to discuss their options regarding the future of various solid waste collection services.

Pursuant to Paragraph 2 of the Memorandum of Understanding, the City of Plantation Council must approve and The Mayor must execute the attached Memorandum of Understanding in order for the City to participate in the evaluation and analysis of available disposal service options and identify potential efficiencies that may be achieved with all participating municipality's solid waste volume. Therefore, Administration requests the City of Plantation Council's approval of the Memorandum of Understanding

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANTATION RELATING TO ENVIRONMENTAL CONTROL; ADOPTING THE CITY OF MIRAMAR AND EACH PARTICIPATING MUNICIPALITIES MEMORANDUM OF UNDERSTANDING.

Whereas, the City of Plantation has a Franchise Agreement with Waste Management, Inc. for the processing and disposal of solid waste until July 2, 2023,

Whereas, the City of Plantation has an Agreement with Sun-Bergeron for the processing and disposal of recycling materials until July 2, 2018,

Whereas, on March 29, 2017, several municipalities met to discuss their options regarding the future of various solid waste collection services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND/OR THE CITY ATTORNEY'S OFFICE AND CITY COUNCIL OF THE CITY OF PLANTATION, BROWARD COUNTY, FLORIDA that:

SECTION 1: The above recital are true and correct and by this reference are hereby Incorporated into and made an integral part of this resolution.

SECTION 2: The Memorandum of Understanding ("MOU"), attached hereto as Exhibit 1, seeks to evaluate and analyze available disposal service options and identify potential efficiencies that may be achieved with all participating municipality's solid waste volume.

SECTION 3: Pursuant to Paragraph 2 of the MOU, the City of Plantation Council must approve and the Mayor must execute the attached MOU in order for the City to participate in the aforementioned evaluation and analysis.

SECTION 4: The Mayor is authorized to execute the Memorandum of Understanding.

SECTION 5: 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 whole or any portion or part thereof, other than the part so declared to be invalid.

SECTION 6: This Resolution shall take effect immediately upon passage by the City Council and signature by the Mayor.

PASSED AND ADOPTED by the City Council this ____ day of July, 2017.

SIGNED by the Mayor this ____ day of July, 2017.

MAYOR

CITY CLERK

ATTEST:

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 July, 2017.

Susan Slattery, City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of the Effective Date (as defined below), by and among the City of Miramar and each of the Participating Municipalities (as defined below).

Recitals

WHEREAS, the following municipalities have existing agreements (collectively, the "Sun-Bergeron Agreements") with Sun-Bergeron Solid Waste Solid Waste Services, JV ("Sun-Bergeron") for the provision of certain waste processing and disposal services and/or recycling services as further described in the individual agreements (the "Services"): the City of Coconut Creek, the City of Coral Springs, the Town of Davie, the City of Deerfield Beach, the City of Fort Lauderdale, the Town of Hillsboro Beach, the Town of Lauderdale-By-The-Sea, the City of Lauderhill, the City of Margate, the City of Miramar, the City of North Lauderdale, the City of Oakland Park, the Town of Pembroke Park, the City of Plantation, the Town of Southwest Ranches, the City of Sunrise, the City of Tamarac, the City of West Park, and the City of Wilton Manors, all political subdivisions of the State of Florida, (individually each is a "Sun-Bergeron Contract Municipality", collectively, the "Sun-Bergeron Contract Municipalities"); and

WHEREAS, the Services may include the disposal of municipal solid waste, bulk waste, construction and demolition debris, and vegetative waste and the processing of single stream recycling as further described in the individual agreements; and

WHEREAS, the Sun-Bergeron Contract Municipalities have directed their waste and/or recycling materials to certain facilities that were owned or operated by Sun Recycling, LLC, a joint venture partner of Sun-Bergeron ("Sun"); and

WHEREAS, on or around November 16, 2015, Sun entered into a Subcontract Agreement with Waste Management Inc. of Florida ("Waste Management") that references Waste Management's intent to acquire Sun's assets, including its facilities that are utilized to service many of the Participating Municipalities, pursuant to an Amended and Restated Asset Purchase Agreement, dated June 17, 2015; and

WHEREAS, Waste Management's acquisition of Sun's assets closed on or around January 8, 2016; and

WHEREAS, the initial term of the Sun-Bergeron Agreements is set to expire within the next two years and most of the Sun-Bergeron Agreements contain an option to renew the existing agreements; and

WHEREAS, it is in the best interest of the Sun-Bergeron Contract Municipalities to work together to evaluate, analyze and propose mutually beneficial options for the provision of Services to better serve the customers throughout the jurisdictions of the Sun-Bergeron Contract Municipalities; and

WHEREAS, the Participating Municipalities desire to enter into this MOU to provide for coordination and collaboration among the Participating Municipalities as they consider their options for the provision of Services for the five period after the initial term of their respective Sun-Bergeron Agreements.

1. Recitals: The above recitals are true and correct and are incorporated into this MOU by this reference.

2. Joinder of Municipalities, Effective Date and Term: Any Sun-Bergeron Contract Municipality that desires to participate in this MOU shall (i) obtain governing body approval of a Resolution approving this MOU, (ii) fully execute a signature page consistent with the sample signature page in this MOU, and (iii) provide a copy of the Resolution and signature page to the City Manager of the City of Miramar (individually each is a "Participating Municipality," collectively, the "Participating Municipalities"). The date of the approval and execution of this MOU by the first Participating Municipality other than the City of Miramar is the "Effective Date" of this MOU. The term of this MOU shall commence on the Effective Date and continue for a period of two years thereafter, unless otherwise extended or terminated earlier by the Participating Municipalities.

3. Purpose: The purpose of this MOU is to formally create a mutually beneficial working relationship and provide for collaboration and coordination among the Participating Municipalities regarding waste disposal and recyclables processing services for the five-year period following the expiration of the initial term of the existing Sun-Bergeron Agreements (the "Future Period").

4. Meetings: The chief administrative officer of each Participating Municipality shall designate a staff member(s) to meet as needed with the Participating Municipalities to coordinate and discuss the provision of Services for the Future Period. The email address of the designated staff member(s) shall be provided to the Participating Municipalities for the purpose of Communications in accordance with this MOU.

5. Coordination and Collaboration: The Participating Municipalities shall work together in good faith to accomplish the following:

- A. Evaluate and analyze options for the provision of the Services for the Future Period;
- B. Identify and consider available resources and providers of the Services and potential efficiencies that may be achieved by working together to secure Services for the Future Period;
- C. Identify mutually beneficial ways to cooperate and communicate more efficiently regarding Services for the Future Period, including a potential governance structure for effectuating the purposes of this MOU; and
- D. Provide reasonable notice to the other Participating Municipalities regarding the Participating Municipality's final determination on how they plan to secure their respective Services for the Future Period.

6. Counterparts: This MOU may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this MOU on the respective dates under each signature: the PARTICIPATING MUNICIPALITIES, signing by and through their respective Mayors, duly authorized to execute same.

ATTEST:

CITY OF PLANTATION

Susan Slattery, City Clerk

By: _____
Mayor Diane Veltri Bendekovic
____ day of July, 2017

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on July ____, 2017, by _____, as _____ of _____ Florida, a political subdivision of the state of Florida, who is personally known to me or who has produced _____, as identification and did (did not) take an oath.

NOTARY PUBLIC
State of Florida at Large

My commission expires:

PRINTED Name of Notary



**City of Plantation
City Council Chambers**

Subject:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period June 29, 2017 through July 5, 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 June 29, 2017 through July 5, 2017 for the City of Plantation's Gateway Development District.

ATTACHMENTS:

Description	Upload Date	Type
BILL LIST - GATEWAY - COVER & WEEK 1	7/5/2017	Cover Memo
BILL LIST - GATEWAY - WEEK 2	7/5/2017	Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD June 22, 2017 THROUGH July 05, 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, July 12, 2017.

Chairperson

ATTEST:

City Clerk

Approval:

Finance

Date

Administration

Date

Plantation Gateway Development District

Computer Check Register

Check Dates 6/22/2017 to 6/28/2017



<u>Check</u>	<u>Vendor</u>	<u>Checks Voided</u>	<u>Amount</u>	<u>Check Date</u>
149480	COAST PUMP WATER TECHNOLOGIES		113.00	06/28/2017
			<u>113.00</u>	

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 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
COAST PUMP WATER TECHNOLOGIES	06/28/2017	149480	Computer			
				113.00	112-0000	R/M-Grounds
				113.00		
		Sum of Computer Checks		113.00		
		Sum of Manual Checks				
		Total		113.00		

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 6/22/2017 to 6/28/2017



<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
112	Plantation Gateway Dev Dist	113.00			113.00
		<u>113.00</u>			<u>113.00</u>

Plantation Gateway Development District

Computer Check Register

Check Dates 6/29/2017 to 7/5/2017



<u>Check</u>	<u>Vendor</u>	<u>Checks Voided</u>	<u>Amount</u>	<u>Check Date</u>
149716	FLORIDA POWER & LIGHT COMPANY		315.04	07/05/2017
149717	NATIONAL RUST & WATER		347.49	07/05/2017
			<u>662.53</u>	

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 6/29/2017 to 7/5/2017**

<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
FLORIDA POWER & LIGHT COMPANY						
	07/05/2017	149716	Computer			
				315.04	112-0000	Electricity
				315.04		
NATIONAL RUST & WATER						
	07/05/2017	149717	Computer			
				347.49	112-0000	R/M-Grounds
				347.49		
		Sum of Computer Checks		662.53		
		Sum of Manual Checks				
		Total		662.53		

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 6/29/2017 to 7/5/2017



<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
112	Plantation Gateway Dev Dist	662.53			662.53
		<u>662.53</u>			<u>662.53</u>



**City of Plantation
City Council Chambers**

Subject:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period June 29, 2017 through July 5, 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 June 29, 2017 through July 5, 2017 for the City of Plantation's Midtown Development District.

ATTACHMENTS:

Description

BILL LIST - MIDTOWN - COVER &
WEEK 2

Upload Date

7/5/2017

Type

Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD June 22, 2017 THROUGH July 05, 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, July 12, 2017.

Chairperson

ATTEST:

City Clerk

Approval:

Finance

Date

Administration

Date

Plantation Midtown Development District

Computer Check Register

Check Dates 6/29/2017 to 7/5/2017



<u>Check</u>	<u>Vendor</u>	<u>Checks Voided</u>	<u>Amount</u>	<u>Check Date</u>
149715	FLORIDA POWER & LIGHT COMPANY		1,328.86	07/05/2017
			<u>1,328.86</u>	

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 6/29/2017 to 7/5/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
FLORIDA POWER & LIGHT COMPANY						
	07/05/2017	149715	Computer			
				1,328.86	109-0000	Electricity
				1,328.86		
			Sum of Computer Checks	1,328.86		
			Sum of Manual Checks			
			Total	1,328.86		

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 6/29/2017 to 7/5/2017



<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
109	Plantation Midtown Dev Dist	1,328.86			1,328.86
		<u>1,328.86</u>			<u>1,328.86</u>

**Plantation City
Council Meeting
Agenda**

**Notice of City
Council Meeting**

Wednesday, July 12, 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 June 29, 2017 through July 5, 2017 for the City of Plantation.

Summary:

Resolution approving the expenditures and appropriations reflected in the Weekly Expenditure Report for the period June 29, 2017 through July 5, 2017 for the City of Plantation.

ATTACHMENTS:

Description	Upload Date	Type
Bill List Cover & Week 1	7/5/2017	Cover Memo
Bill List General Week 2	7/5/2017	Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD June 22, 2017 THROUGH July 05, 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, July 12, 2017.

Mayor

ATTEST:

City Clerk

Approval:

Finance

Date

Administration

Date

City of Plantation

Computer Check Register

Check Dates 6/22/2017 to 6/28/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
149383	10-S TENNIS SUPPLY	3,943.72	06/28/2017
149320	ACCELA INC	55,401.86	06/28/2017
149321	ACF ENVIRONMENTAL	362.59	06/28/2017
149322	ACTION GATOR TIRE	3,307.50	06/28/2017
149323	ACUSHNET CO TITLEIST & FOOTJOY	568.66	06/28/2017
149324	ADVANCED FIRE & SECURITY INC	609.15	06/28/2017
149220	Garnishment	58.61	06/22/2017
149325	ALL FIRE SERVICES INC	1,859.75	06/28/2017
149326	ALLIED UNIVERSAL CORPORATION	5,207.46	06/28/2017
149327	ALLSTATE RESOURCE MANAGEMENT INC	970.00	06/28/2017
149328	ALPINE FARMS INC	325.00	06/28/2017
149329	ALSCO INC	382.36	06/28/2017
149330	AMAZON HOSE & RUBBER COMPANY	264.71	06/28/2017
149331	AMERICAN PLUMBING INC	116.61	06/28/2017
149332	AMERIGAS PROPANE LP	339.04	06/28/2017
149333	ANDIROSY DISTRIBUTION CORP	67.46	06/28/2017
149214	Garnishment	296.77	06/22/2017
149216	Garnishment	369.23	06/22/2017
149334	APPLIED SYSTEMS INC	1,125.00	06/28/2017
149335	ARMY NAVY OUTDOORS	198.98	06/28/2017
149379	ASHLEY EGGERS	34.00	06/28/2017
149339	AT& T SOUTHEAST-GEORGIA	319.01	06/28/2017
149338	AT&T	10,333.97	06/28/2017
149336	ATLANTIC MICA & SUPPLIES INC	207.00	06/28/2017
149337	ATLANTIC RADIO TELEPHONE INC	772.35	06/28/2017
149340	BAKER & TAYLOR LLC	60.48	06/28/2017
149341	BARNARD EQUINE PA	310.00	06/28/2017
149342	BENNETT AUTO SUPPLY INC	947.63	06/28/2017
149343	BENNETT FIRE PRODUCTS CO INC	1,758.00	06/28/2017
149344	BIG IRV'S FARMERS MARKET LLC	82.50	06/28/2017
149345	BOARD OF COUNTY COMMISSIONERS	178.80	06/28/2017
149347	BOARD OF COUNTY COMMISSIONERS	155.00	06/28/2017
149346	BOUND TREE MEDICAL LLC	228.27	06/28/2017
000011	BRINKLEY MORGAN	2,082.66	06/28/2017
149348	BRINKLEY MORGAN	37,257.87	06/28/2017
149212	BROWARD CO POLICE BENEVOLENT ASSOCIATION	232.10	06/22/2017
149351	BROWARD CO WATER & WASTEWATER SERVICES	859.41	06/28/2017

City of Plantation**Computer Check Register****Check Dates 6/22/2017 to 6/28/2017**

<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
149350	BROWARD COUNTY REVENUE COLLECTOR	117.55	06/28/2017
149349	BROWARD LEAGUE OF CITIES	125.00	06/28/2017
149352	BSN SPORTS LLC	591.94	06/28/2017
149353	CALLAWAY GOLF SALES COMPANY	715.97	06/28/2017
149354	CANON AMERICAN SOLUTIONS INC	306.92	06/28/2017
149356	CENGAGE LEARNING INC	754.35	06/28/2017
149357	CENTER POINT LARGE PRINT	88.68	06/28/2017
149358	CHENEY BROTHERS INC	1,294.22	06/28/2017
149359	CINTAS CORPORATION NO 017	1,782.89	06/28/2017
149360	CKJ GOLF SALES LLC	130.00	06/28/2017
149361	CLASSIC FENCE CO INC	1,455.00	06/28/2017
149362	COAST PUMP WATER TECHNOLOGIES	1,457.66	06/28/2017
149363	COMCAST	105.23	06/28/2017
149364	COMCAST	220.79	06/28/2017
149365	COMMUNITY ASPHALT CORP	493.74	06/28/2017
149367	COUNCIL OF STATE GOVERNMENTS	58.50	06/28/2017
149368	CPR ETC INC	551.20	06/28/2017
149450	CRAIG P ROGERS	337.50	06/28/2017
000012	CUTLER REPAVING INC	442,904.97	06/28/2017
149369	DEBBIE MCKEEVER - PETTY CASH	73.28	06/28/2017
149370	DEEP 6 GRAPHICS	342.00	06/28/2017
149371	DEPARTMENT OF ENVIRONMENTAL PROTECTION	50.00	06/28/2017
149222	Garnishment	154.62	06/22/2017
149373	DIESEL SERVICES OF AMERICA INC	27.33	06/28/2017
149374	DOCUMENT ACCESS SYSTEMS	34,290.00	06/28/2017
149372	DON HILLMAN INC	2,919.76	06/28/2017
149375	ECONOMY AUTO UPHOLSTERY	100.00	06/28/2017
149376	EDCO AWARDS & SPECIALTIES	29.04	06/28/2017
149377	EDJ SERVICE LLC	28,216.71	06/28/2017
149378	EDWARD DON & COMPANY	230.33	06/28/2017
149380	ENTERPRISE LEASING CO OF FLORIDA LLC	5,239.60	06/28/2017
149381	ENVIRONMENTAL EXPRESS INC	1,714.40	06/28/2017
149382	EXPRESS RADIO INC	336.00	06/28/2017
149384	FERGUSON ENTERPRISES INC	1,136.20	06/28/2017
149385	FISHER SCIENTIFIC COMPANY LLC	867.26	06/28/2017
149387	FLORIDA LEAK SOLUTIONS INC	847.50	06/28/2017
149386	FLORIDA MUNICIPAL INSURANCE TRUST FUND	240,590.34	06/28/2017
149389	GARMIZO'S INC	660.00	06/28/2017

City of Plantation

Computer Check Register

Check Dates 6/22/2017 to 6/28/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
149391	GEICO LOCAL OFFICE	52.50	06/28/2017
149393	GOLD NUGGETT dba ARGO UNIFORM CO	565.54	06/28/2017
149394	GOLDCOAST GROUP INC	5,982.18	06/28/2017
149392	GORDON FOOD SERVICE	564.55	06/28/2017
149396	GRAINGER	262.65	06/28/2017
149397	GRANICUS INC	480.00	06/28/2017
149398	GREATER PLANTATION CHAMBER OF COMMERCE	8,000.00	06/28/2017
149445	GUIDANT MANAGEMENT GROUP LLC	603.50	06/28/2017
149399	HACH COMPANY	524.20	06/28/2017
149400	HALL FOUNTAINS INC	3,737.18	06/28/2017
000353	HAZEN & SAWYER PC	43,566.09	06/28/2017
149401	HAZEN & SAWYER PC	7,460.25	06/28/2017
149402	HD SUPPLY WATERWORKS LTD	2,385.00	06/28/2017
149403	HEALTHCARE ENVIRONMENTAL SERVICES LLC	48.15	06/28/2017
149467	HECTOR TURF	807.99	06/28/2017
149404	HOME DEPOT CREDIT SERVICES	1,035.08	06/28/2017
149405	HOWARD FERTILIZER & CHEMICAL CO INC	1,416.00	06/28/2017
149406	HUDSON PUMP & EQUIPMENT	2,851.69	06/28/2017
149407	IMPERIAL ELECTRIC & LIGHTING	109.70	06/28/2017
149408	INDUSTRIAL COMMUNICATIONS & ELECTRONICS	117.32	06/28/2017
149409	INGRAM LIBRARY SERVICES	1,084.66	06/28/2017
149410	INSIGHT PUBLIC SECTOR INC	1,524.64	06/28/2017
149215	Garnishment	304.99	06/22/2017
149411	JEFFREY ALLEN INC	178.34	06/28/2017
149366	JORGE COSUEGRA	68.91	06/28/2017
149448	JUSTIN RAMOS	792.87	06/28/2017
149390	KARIN GAZIT	68.91	06/28/2017
149355	KATHLEEN CARTER	2,588.30	06/28/2017
149413	KONICA MINOLTA BUSINESS SOLUTIONS	2,116.03	06/28/2017
149414	KVM SERVICES INC	1,923.50	06/28/2017
149421	L & L DISTRIBUTORS INC	371.56	06/28/2017
149415	LAKE MASTERS AQUATIC WEED CONTROL INC	1,904.00	06/28/2017
149217	Garnishment	239.78	06/22/2017
000354	LAYNE INLINER LLC	204,653.00	06/28/2017
149416	LEE LEVENBURG	90.00	06/28/2017
149417	LEHIGH OUTFITTERS LLC	88.19	06/28/2017
149418	LEXIS NEXIS RISK SOLUTIONS	299.25	06/28/2017
149419	LIBERTY PROCESS EQUIPMENT INC	6,297.00	06/28/2017

City of Plantation

Computer Check Register

Check Dates 6/22/2017 to 6/28/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
149420	LINE-TEC INC	950.00	06/28/2017
000355	LMK PIPE RENEWAL LLC	150,892.00	06/28/2017
149422	LOU BACHRODT FREIGHTLINER	510.00	06/28/2017
149423	LUKES HEAVY TRUCKS & EQUIPMENT	369.04	06/28/2017
149426	M & H AUTOMOTIVE INC	845.13	06/28/2017
149425	MASSEY YARDLEY DODGE CHRYSLER JEEP RAM	284.54	06/28/2017
149424	MICHELLE LUTIN	68.91	06/28/2017
149434	MICHELLE OGLESBY	101.76	06/28/2017
149453	MIKE SCOTT	30.00	06/28/2017
149219	Garnishment	320.76	06/22/2017
149427	MSC INDUSTRIAL SUPPLY CO INC	118.90	06/28/2017
149428	MUNICIPAL MEDIA CORP	4,000.00	06/28/2017
149429	MUNICIPAL SAFETY SERVICES, INC.	824.50	06/28/2017
149430	NAST ROOFING COMPANY	1,950.00	06/28/2017
149431	NEXAIR LLC	73.79	06/28/2017
149432	NU-TURF, INC	698.75	06/28/2017
149433	ODILO USA LLC	609.24	06/28/2017
149435	Oxmoor House	36.91	06/28/2017
149436	PACE ANALYTICAL SERVICES INC	16.00	06/28/2017
149437	PALM TRUCK CENTERS INC	478.26	06/28/2017
149438	PC CONTROLS INC	2,448.00	06/28/2017
149439	PEAR PROGRAMS LLC	11,473.00	06/28/2017
149440	PINK PUSSYCAT FLOWER SHOP INC	70.00	06/28/2017
149441	PLANTATION FORD	937.93	06/28/2017
149442	PLAYMORE RECREATIONAL PRODUCTS & SERVICES	2,939.00	06/28/2017
149221	Garnishment	228.55	06/22/2017
149443	PORT CONSOLIDATED INC	428.67	06/28/2017
149444	PRIME TURF INC	125.00	06/28/2017
000356	PUBLIC FINANCIAL MANAGEMENT INC	760.10	06/28/2017
149447	PUBLIC FINANCIAL MANAGEMENT INC	5,942.95	06/28/2017
149446	PUBLIX SUPERMARKETS INC	153.81	06/28/2017
149211	Garnishment	480.00	06/22/2017
149479	READYREFRESH	26.56	06/28/2017
149449	REV RTC INC dba HALL-MARK RTC	779.23	06/28/2017
149469	ROBERT TORRES	125.00	06/28/2017
149388	ROGELIO GALLO	7.00	06/28/2017
149454	S&D COFFEE INC	174.41	06/28/2017
149451	SAITC SOLUTIONS	525.00	06/28/2017

City of Plantation

Computer Check Register

Check Dates 6/22/2017 to 6/28/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
149452	SAWGRASS FORD INC	1,048.54	06/28/2017
149455	SEIGNIORY CHEMICAL PRODUCTS LTD dba	1,163.00	06/28/2017
149456	SHADY BIZ TINTING INC	65.00	06/28/2017
149213	Garnishment	369.23	06/22/2017
149457	SHERIFF OF BROWARD COUNTY	2,584.66	06/28/2017
149458	SHERWIN WILLIAMS COMPANY	1,159.82	06/28/2017
149459	SOUTHERN SEWER EQUIPMENT SALES	648.70	06/28/2017
149460	SRT SUPPLY INC	7,612.40	06/28/2017
149461	STAPLES ADVANTAGE	692.99	06/28/2017
149462	STATE OF FLORIDA	3,526.49	06/28/2017
149463	STROBES R US INC	875.01	06/28/2017
149464	SUPERSPORTS OF BROWARD COUNTY INC	420.00	06/28/2017
149465	SUPPLYWORKS	552.92	06/28/2017
149466	TECH AIR INC	1,125.92	06/28/2017
149412	THE KNOT	3,132.00	06/28/2017
149468	TIRESOLES OF BROWARD INC	110.00	06/28/2017
149470	TRULY NOLEN OF AMERICA INC	181.00	06/28/2017
149471	TT&S INC	375.00	06/28/2017
149223	Garnishment	144.80	06/22/2017
149473	UNITED FIRE PROTECTION INC	891.00	06/28/2017
149474	UNITED PARCEL SERVICE INC	9.75	06/28/2017
149475	UNIVAR USA INC	80.93	06/28/2017
149218	Garnishment	344.82	06/22/2017
149476	WALMART COMMUNITY	444.78	06/28/2017
149477	WEEKLEY ASPHALT PAVING INC	803.86	06/28/2017
149395	WENOKA GRAHAM	50.00	06/28/2017
149478	WINNINGHAM & FRADLEY INC	3,113.75	06/28/2017
		<u>1,430,402.56</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Manual Check Register
Posted Dates 6/22/2017 to 6/28/2017



<u>Payment</u>	<u>Vendor</u>	<u>Amount</u>	<u>Posting Date</u>
W00000000000219687	AIG Retirement	53,320.52	06/22/2017
W00000000000219546	BRINKLEY MORGAN	21,833.93	06/21/2017
W00000000000219547	BRYANT MILLER OLIVE PA	119,181.00	06/21/2017
00000000000219694	FLORIDA SDU	4,852.66	06/23/2017
W00000000000219688	FRATERNAL ORDER OF POLICE LODGE 31	3,656.75	06/22/2017
W00000000000219685	General Employees Pension Fund	72,565.52	06/22/2017
W000000000219683	GUIDANT MANAGEMENT GROUP LLC	53,270.22	06/22/2017
W00000000219753	Internal Revenue Service	537,807.60	06/26/2017
W00000000000219686	Police Pension Fund	32,362.38	06/22/2017
00000000000219682	PORT CONSOLIDATED INC	5,535.06	06/22/2017
W00000000000219545	PUBLIC FINANCIAL MANAGEMENT INC	39,559.00	06/21/2017
W0000000000219684	UNITED HEALTHCARE	228,358.64	06/22/2017
00000000000219681	WHH SOLUTIONS LLC	7,500.00	06/22/2017
		<u>1,179,803.28</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
10-S TENNIS SUPPLY						
	06/28/2017	149383	Computer			
				3,812.50	001-7531	R/M-Grounds
				131.22	001-7531	Tools/Under threshold furn/equip
				3,943.72		
ACCELA INC						
	06/28/2017	149320	Computer			
				55,401.86	001-2300	R/M-Maintenance contract-computers
				55,401.86		
ACF ENVIRONMENTAL						
	06/28/2017	149321	Computer			
				362.59	449-4924	R/M-Grounds
				362.59		
ACTION GATOR TIRE						
	06/28/2017	149322	Computer			
				3,307.50	001-0000	Inventory-Garage
				3,307.50		
ACUSHNET CO TITLEIST & FOOTJOY						
	06/28/2017	149323	Computer			
				568.66	449-0000	Inventory-Pro Shop Merchandise
				568.66		
ADVANCED FIRE & SECURITY INC						
	06/28/2017	149324	Computer			
				345.20	001-4300	R/M-Maintenance contract
				130.00	001-7100	R/M-Maintenance contract
				133.95	001-7500	R/M-Maintenance contract
				609.15		
Garnishment						
	06/22/2017	149220	Computer			

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				58.61	880-0000	Accrued Emp Garnishment
				58.61		
ALL FIRE SERVICES INC						
	06/28/2017	149325	Computer			
				1,709.75	001-4300	R/M-Maintenance contract
				75.00	001-6712	R/M-Maintenance contract
				75.00	449-4920	R/M-Maintenance contract
				1,859.75		
ALLIED UNIVERSAL CORPORATION						
	06/28/2017	149326	Computer			
				2,666.15	440-0100	Supplies-Chemicals
				2,541.31	440-0200	Supplies-Chemicals
				5,207.46		
ALLSTATE RESOURCE MANAGEMENT INC						
	06/28/2017	149327	Computer			
				125.00	440-0200	R/M-Grounds
				845.00	460-5200	R/M-Maintenance contract
				970.00		
ALPINE FARMS INC						
	06/28/2017	149328	Computer			
				325.00	001-5900	R/M-Grounds
				325.00		
ALSCO INC						
	06/28/2017	149329	Computer			
				382.36	449-4922	Rentals
				382.36		
AMAZON HOSE & RUBBER COMPANY						
	06/28/2017	149330	Computer			
				91.00	440-0100	R/M-Vehicles
				91.00	440-0200	R/M-Vehicles

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				82.71	440-0200	Tools/Under threshold furn/equip
				264.71		
AMERICAN PLUMBING INC						
06/28/2017	149331	Computer		95.02	001-3900	R/M-Structures
				14.41	001-7500	R/M-Equipment
				7.18	440-0100	R/M-Structures
				116.61		
AMERIGAS PROPANE LP						
06/28/2017	149332	Computer		339.04	449-4922	Supplies-Fuel
				339.04		
ANDIROSY DISTRIBUTION CORP						
06/28/2017	149333	Computer		67.46	449-0000	Inventory-Groceries
				67.46		
Garnishment						
06/22/2017	149214	Computer		296.77	880-0000	Accrued Emp Garnishment
				296.77		
Garnishment						
06/22/2017	149216	Computer		369.23	880-0000	Accrued Emp Garnishment
				369.23		
APPLIED SYSTEMS INC						
06/28/2017	149334	Computer		1,125.00	001-2300	Outside service fees
				1,125.00		
ARMY NAVY OUTDOORS						

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	06/28/2017	149335	Computer			
				98.99	001-5500	Supplies-Uniforms/Protective gear
				99.99	001-6711	Supplies-Uniforms/Protective gear
				198.98		
ASHLEY EGGERS						
	06/28/2017	149379	Computer			
				34.00	001-0000	Refunds-Rec Trac System
				34.00		
AT& T SOUTHEAST-GEORGIA						
	06/28/2017	149339	Computer			
				319.01	440-0100	Communications
				319.01		
AT&T						
	06/28/2017	149338	Computer			
				29.15	001-3505	Communications
				7,848.21	001-3900	Communications
				559.42	001-4300	Communications
				29.15	001-4700	Communications
				29.14	001-5100	Communications
				43.72	001-5500	Communications
				438.96	001-6712	Communications
				624.72	001-7500	Communications
				21.86	001-7531	Communications
				87.44	001-7533	Communications
				156.14	440-0100	Communications
				287.68	440-0200	Communications
				178.38	449-4920	Communications
				10,333.97		
ATLANTIC MICA & SUPPLIES INC						
	06/28/2017	149336	Computer			
				207.00	001-3900	R/M-Structures

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				207.00		
ATLANTIC RADIO TELEPHONE INC						
	06/28/2017	149337	Computer			
				102.98	001-1100	Communications
				205.96	001-3900	Communications
				257.45	001-4300	Communications
				205.96	001-5500	Communications
				772.35		
BAKER & TAYLOR LLC						
	06/28/2017	149340	Computer			
				60.48	108-0000	Capital Outlay: Books-reference
				60.48		
BARNARD EQUINE PA						
	06/28/2017	149341	Computer			
				310.00	001-3900	Outside service fees
				310.00		
BENNETT AUTO SUPPLY INC						
	06/28/2017	149342	Computer			
				65.66	001-0000	Inventory-Garage
				832.99	001-4300	R/M-Vehicles
				16.68	440-0100	R/M-Vehicles
				32.30	440-0200	R/M-Vehicles
				947.63		
BENNETT FIRE PRODUCTS CO INC						
	06/28/2017	149343	Computer			
				1,758.00	001-4300	Capital Outlay: Machinery and Equipment
				1,758.00		
BIG IRV'S FARMERS MARKET LLC						
	06/28/2017	149344	Computer			
				82.50	001-0000	Refunds-Accela System

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				82.50		
BOARD OF COUNTY COMMISSIONERS						
	06/28/2017	149345	Computer	178.80	001-5500	Waste disposal
				178.80		
	06/28/2017	149347	Computer	20.00	001-1903	Advertising
				135.00	001-3900	Advertising
				155.00		
BOUND TREE MEDICAL LLC						
	06/28/2017	149346	Computer	26.70	001-4400	Supplies/Materials-Expendable
				188.27	001-4400	Supplies-Medical
				13.30	001-4400	Supplies-Uniforms/Protective gear
				228.27		
BRINKLEY MORGAN						
	06/28/2017	000011	Computer	2,082.66	317-0000	Issuance Costs
				2,082.66		
	06/28/2017	149348	Computer	2,000.00	001-1100	Consultants-Retainer
				5,611.91	001-1100	Consultative services
				270.38	001-1903	Consultative services
				2,224.81	001-3505	Litigation fees
				3,857.87	001-3900	Litigation fees
				40.17	001-5100	Litigation fees
				2,740.84	001-5400	Outside fees-Insuranc
				5,978.38	001-8850	Litigation fees
				8,821.62	001-8852	Consultative services
				2,992.62	001-8852	Litigation fees

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				190.81	313-0000	Capital Outlay: Buildings
				2,267.35	331-0000	Capital Outlay: Improvements
				60.26	440-0100	Litigation fees
				60.25	440-0200	Litigation fees
				140.60	460-5200	Consultative services
				37,257.87		
BROWARD CO POLICE BENEVOLENT ASSOCIATION						
	06/22/2017	149212	Computer			
				232.10	880-0000	Accrued PBA Dues Pay
				232.10		
BROWARD CO WATER & WASTEWATER SERVICES						
	06/28/2017	149351	Computer			
				859.41	440-0200	Waste disposal
				859.41		
BROWARD COUNTY REVENUE COLLECTOR						
	06/28/2017	149350	Computer			
				117.55	125-0000	Capital Outlay: Machinery & Equipment - Pc
				117.55		
BROWARD LEAGUE OF CITIES						
	06/28/2017	149349	Computer			
				125.00	001-1100	Food and shelter
				125.00		
BSN SPORTS LLC						
	06/28/2017	149352	Computer			
				591.94	001-7500	Tools/Under threshold furn/equip
				591.94		
CALLAWAY GOLF SALES COMPANY						
	06/28/2017	149353	Computer			
				715.97	449-0000	Inventory-Pro Shop Merchandise

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				715.97		
CANON AMERICAN SOLUTIONS INC						
	06/28/2017	149354	Computer	306.92	001-5100	Supplies/Materials-Expendable
				306.92		
CENGAGE LEARNING INC						
	06/28/2017	149356	Computer	591.46	108-0000	Capital Outlay: Books-general collections
				162.89	108-0000	Capital Outlay: Books-reference
				754.35		
CENTER POINT LARGE PRINT						
	06/28/2017	149357	Computer	88.68	108-0000	Capital Outlay: Books-general collections
				88.68		
CHENEY BROTHERS INC						
	06/28/2017	149358	Computer	1,223.71	449-0000	Inventory-Groceries
				70.51	449-4922	Supplies/Materials-Expendable
				1,294.22		
CINTAS CORPORATION NO 017						
	06/28/2017	149359	Computer	6.60	001-4300	R/M-Vehicles
				7.13	001-5500	Supplies/Materials-Expendable
				357.03	001-5500	Supplies-Uniforms/Protective gear
				7.13	001-5900	Supplies/Materials-Expendable
				112.23	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
				390.85	001-7500	Supplies-Uniforms/Protective gear

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				136.26	001-7532	Supplies/Materials-Expendable
				7.13	113-1300	Supplies/Materials-Expendable
				43.86	113-1300	Supplies-Uniforms/Protective gear
				278.69	440-0100	Supplies-Uniforms/Protective gear
				173.66	440-0200	Supplies-Uniforms/Protective gear
				92.05	449-4924	Rentals
				7.13	460-5200	Supplies/Materials-Expendable
				28.52	460-5200	Supplies-Uniforms/Protective gear
				1,782.89		
CKJ GOLF SALES LLC						
	06/28/2017	149360	Computer			
				130.00	449-0000	Inventory-Pro Shop Merchandise
				130.00		
CLASSIC FENCE CO INC						
	06/28/2017	149361	Computer			
				1,455.00	440-0200	R/M-Equipment
				1,455.00		
COAST PUMP WATER TECHNOLOGIES						
	06/28/2017	149362	Computer			
				582.12	001-5500	R/M-Grounds
				650.80	001-7500	R/M-Grounds
				224.74	001-7531	R/M-Grounds
				1,457.66		
COMCAST						
	06/28/2017	149363	Computer			
				105.23	001-3900	R/M-Maintenance contract
				105.23		
	06/28/2017	149364	Computer			
				220.79	001-7500	Communications
				220.79		

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COMMUNITY ASPHALT CORP						
	06/28/2017	149365	Computer			
				493.74	113-1300	R/M Streets
				493.74		
COUNCIL OF STATE GOVERNMENTS						
	06/28/2017	149367	Computer			
				58.50	108-0000	Capital Outlay: Books-reference
				58.50		
CPR ETC INC						
	06/28/2017	149368	Computer			
				400.00	001-7532	Memberships/Schools
				151.20	001-7532	Outside instructors
				551.20		
CRAIG P ROGERS						
	06/28/2017	149450	Computer			
				337.50	001-4700	Litigation fees
				337.50		
CUTLER REPAVING INC						
	06/28/2017	000012	Computer			
				442,904.97	317-0000	Capital Outlay: Improvements
				442,904.97		
DEBBIE MCKEEVER - PETTY CASH						
	06/28/2017	149369	Computer			
				73.28	440-0200	Transportation costs
				73.28		
DEEP 6 GRAPHICS						
	06/28/2017	149370	Computer			
				240.00	001-0000	Inventory-Garage
				17.00	001-3900	R/M-Vehicles
				42.50	440-0100	R/M-Vehicles

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				42.50	440-0200	R/M-Vehicles
				342.00		
DEPARTMENT OF ENVIRONMENTAL PROTECTION						
	06/28/2017	149371	Computer	50.00	440-0100	Memberships/Schools
				50.00		
Garnishment						
	06/22/2017	149222	Computer	154.62	880-0000	Accrued Emp Garnishment
				154.62		
DIESEL SERVICES OF AMERICA INC						
	06/28/2017	149373	Computer	27.33	001-5900	R/M-Equipment
				27.33		
	06/27/2017	CM42345	Credit	-90.78	001-5900	R/M-Equipment
				-90.78		
DOCUMENT ACCESS SYSTEMS						
	06/28/2017	149374	Computer	34,290.00	001-2300	R/M-Maintenance contract-computers
				34,290.00		
DON HILLMAN INC						
	06/28/2017	149372	Computer	234.46	001-4300	R/M-Equipment
				1,342.65	440-0100	R/M-Equipment
				1,342.65	440-0200	R/M-Equipment
				2,919.76		
ECONOMY AUTO UPHOLSTERY						
	06/28/2017	149375	Computer			

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				100.00	001-4400	R/M-Vehicles
				100.00		
EDCO AWARDS & SPECIALTIES						
	06/28/2017	149376	Computer			
				29.04	001-7500	Supplies/Materials-Expendable
				29.04		
EDJ SERVICE LLC						
	06/28/2017	149377	Computer			
				24,607.94	001-7500	R/M-Maintenance contract
				3,608.77	113-1300	R/M-Maintenance contract
				28,216.71		
EDWARD DON & COMPANY						
	06/28/2017	149378	Computer			
				230.33	449-4922	Tools/Under threshold furn/equip
				230.33		
ENTERPRISE LEASING CO OF FLORIDA LLC						
	06/28/2017	149380	Computer			
				5,239.60	118-0000	Special police account
				5,239.60		
ENVIRONMENTAL EXPRESS INC						
	06/28/2017	149381	Computer			
				857.20	440-0100	Supplies/Equipment - Laboratory
				857.20	440-0200	Supplies/Equipment - Laboratory
				1,714.40		
EXPRESS RADIO INC						
	06/28/2017	149382	Computer			
				124.00	001-5500	Tools/Under threshold furn/equip
				84.00	001-5900	Tools/Under threshold furn/equip
				84.00	001-6712	Tools/Under threshold furn/equip
				84.00	113-1300	Tools/Under threshold furn/equip

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				376.00		
	06/26/2017	C360879	Credit	-40.00	001-5500	Tools/Under threshold furn/equip
				-40.00		
FERGUSON ENTERPRISES INC						
	06/28/2017	149384	Computer	1,076.00	440-0100	R/M-Wells
				30.10	440-0100	Tools/Under threshold furn/equip
				30.10	440-0200	Tools/Under threshold furn/equip
				1,136.20		
FISHER SCIENTIFIC COMPANY LLC						
	06/28/2017	149385	Computer	867.26	440-0200	Supplies/Equipment - Laboratory
				867.26		
FLORIDA LEAK SOLUTIONS INC						
	06/28/2017	149387	Computer	847.50	001-7532	R/M-Equipment
				847.50		
FLORIDA MUNICIPAL INSURANCE TRUST FUND						
	06/28/2017	149386	Computer	52,608.75	001-5300	Allocation Acct-Worker's comp premium
				187,981.59	001-5400	Liability/casualty insurance premiums
				240,590.34		
GARMIZO'S INC						
	06/28/2017	149389	Computer	660.00	001-7500	R/M-Grounds
				660.00		
GEICO LOCAL OFFICE						
	06/28/2017	149391	Computer			

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				52.50	001-0000	Refunds-Accela System
				52.50		
GOLD NUGGETT dba ARGO UNIFORM CO						
	06/28/2017	149393	Computer	565.54	001-3900	Supplies-Uniforms/Protective gear
				565.54		
GOLDCOAST GROUP INC						
	06/28/2017	149394	Computer	5,982.18	001-7500	Summer recreation programs
				5,982.18		
GORDON FOOD SERVICE						
	06/28/2017	149392	Computer	564.55	449-0000	Inventory-Groceries
				564.55		
GRAINGER						
	06/28/2017	149396	Computer	121.50	440-0100	R/M-Vehicles
				19.65	440-0200	R/M-Equipment
				121.50	440-0200	R/M-Vehicles
				262.65		
GRANICUS INC						
	06/28/2017	149397	Computer	480.00	001-1500	R/M-Maintenance contract
				480.00		
GREATER PLANTATION CHAMBER OF COMMERCE						
	06/28/2017	149398	Computer	8,000.00	001-1100	Econ Dev Services and Promotional Activitie
				8,000.00		
GUIDANT MANAGEMENT GROUP LLC						

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	06/28/2017	149445	Computer			
				57.80	449-4920	Outside service fees
				32.10	449-4921	Outside service fees
				160.50	449-4922	Outside service fees
				64.20	449-4923	Outside service fees
				288.90	449-4924	Outside service fees
				603.50		
HACH COMPANY						
	06/28/2017	149399	Computer			
				72.89	440-0100	Supplies/Equipment - Laboratory
				451.31	440-0200	Supplies/Equipment - Laboratory
				524.20		
HALL FOUNTIANS INC						
	06/28/2017	149400	Computer			
				3,737.18	001-7500	R/M-Equipment
				3,737.18		
HAZEN & SAWYER PC						
	06/28/2017	000353	Computer			
				4,212.00	405-0000	CIP - Retrofit/Replace Water Plant Generat
				39,354.09	405-0000	CIP-Regional Wastewater Treatment Plant I
				43,566.09		
	06/28/2017	149401	Computer			
				6,680.13	440-0100	Engineering
				780.12	440-0200	Engineering
				7,460.25		
HD SUPPLY WATERWORKS LTD						
	06/28/2017	149402	Computer			
				2,385.00	440-0200	R/M-Mains
				2,385.00		

HEALTHCARE ENVIRONMENTAL SERVICES LLC

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	06/28/2017	149403	Computer			
				48.15	001-3900	R/M-Maintenance contract
				48.15		
HECTOR TURF						
	06/28/2017	149467	Computer			
				55.67	001-7500	R/M-Equipment
				752.32	449-4924	R/M-Vehicles
				807.99		
HOME DEPOT CREDIT SERVICES						
	06/28/2017	149404	Computer			
				46.18	001-3900	R/M-Structures
				17.94	001-3900	Tools/Under threshold furn/equip
				19.98	001-4300	R/M-Structures
				21.21	001-4300	Supplies/Materials-Expendable
				13.94	001-4300	Supplies-Janitorial
				222.26	001-5500	Tools/Under threshold furn/equip
				14.48	001-5900	Tools/Under threshold furn/equip
				1.94	001-6712	R/M-Structures
				33.77	001-7500	R/M-Structures
				26.60	001-7500	Supplies/Materials-Expendable
				51.53	001-7500	Tools/Under threshold furn/equip
				117.00	001-7532	R/M-Grounds
				16.44	113-1300	Supplies/Materials-Expendable
				138.76	440-0100	R/M-Grounds
				3.98	440-0100	R/M-Structures
				6.97	440-0100	Tools/Under threshold furn/equip
				138.77	440-0200	R/M-Grounds
				3.99	440-0200	R/M-Structures
				6.97	440-0200	Tools/Under threshold furn/equip
				31.57	449-4924	R/M-Structures
				54.98	449-4924	Supplies/Materials-Expendable
				45.82	460-5200	Supplies/Materials-Expendable

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				1,035.08	
HOWARD FERTILIZER & CHEMICAL CO INC					
	06/28/2017	149405	Computer		
				<u>1,416.00</u>	449-4924 Supplies-Chemicals
				1,416.00	
HUDSON PUMP & EQUIPMENT					
	06/28/2017	149406	Computer		
				<u>2,851.69</u>	440-0200 R/M-Lift station-materials
				2,851.69	
IMPERIAL ELECTRIC & LIGHTING					
	06/28/2017	149407	Computer		
				25.59	001-3900 R/M-Structures
				61.34	001-7500 R/M-Structures
				<u>22.77</u>	449-4924 R/M-Structures
				109.70	
INDUSTRIAL COMMUNICATIONS & ELECTRONICS					
	06/28/2017	149408	Computer		
				<u>117.32</u>	001-7500 Supplies/Materials-Expendable
				117.32	
INGRAM LIBRARY SERVICES					
	06/28/2017	149409	Computer		
				104.49	108-0000 Capital Outlay: Audio aids
				<u>980.17</u>	108-0000 Capital Outlay: Books-general collections
				1,084.66	
INSIGHT PUBLIC SECTOR INC					
	06/28/2017	149410	Computer		
				1,196.98	001-2300 Tools/Under threshold furn/equip
				<u>327.66</u>	001-3900 Tools/Under threshold furn/equip
				1,524.64	

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Garnishment						
	06/22/2017	149215	Computer			
				304.99	880-0000	Accrued Emp Garnishment
				304.99		
JEFFREY ALLEN INC						
	06/28/2017	149411	Computer			
				178.34	449-4923	R/M-Equipment
				178.34		
JORGE COSUEGRA						
	06/28/2017	149366	Computer			
				68.91	001-0000	Refunds-Rec Trac System
				68.91		
JUSTIN RAMOS						
	06/28/2017	149448	Computer			
				792.87	001-0000	Misc-Other Misc revenue-Other
				792.87		
KARIN GAZIT						
	06/28/2017	149390	Computer			
				68.91	001-0000	Refunds-Rec Trac System
				68.91		
KATHLEEN CARTER						
	06/28/2017	149355	Computer			
				2,588.30	001-7533	Outside instructors
				2,588.30		
KONICA MINOLTA BUSINESS SOLUTIONS						
	06/28/2017	149413	Computer			
				533.57	001-2700	R/M-Maintenance contract
				943.21	001-3900	R/M-Maintenance contract
				239.33	001-4700	R/M-Maintenance contract
				214.78	001-5100	R/M-Maintenance contract

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				185.14	440-0100	R/M-Maintenance contract
				2,116.03		
KVM SERVICES INC						
	06/28/2017	149414	Computer			
				1,923.50	449-4922	R/M-Equipment
				1,923.50		
L & L DISTRIBUTORS INC						
	06/28/2017	149421	Computer			
				371.56	001-4400	R/M-Vehicles
				371.56		
LAKE MASTERS AQUATIC WEED CONTROL INC						
	06/28/2017	149415	Computer			
				239.00	440-0100	R/M-Grounds
				239.00	440-0200	R/M-Grounds
				1,426.00	460-5200	R/M-Maintenance contract
				1,904.00		
Garnishment						
	06/22/2017	149217	Computer			
				239.78	880-0000	Accrued Emp Garnishment
				239.78		
LAYNE INLINER LLC						
	06/28/2017	000354	Computer			
				204,653.00	405-0000	CIP - Rehab Manholes, Wetwells & Sewer M
				204,653.00		
LEE LEVENBURG						
	06/28/2017	149416	Computer			
				90.00	001-7500	Supplies-Athletic programs
				90.00		
LEHIGH OUTFITTERS LLC						

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	06/28/2017	149417	Computer	88.19	001-7533	Supplies-Uniforms/Protective gear
				88.19		
LEXIS NEXIS RISK SOLUTIONS						
	06/28/2017	149418	Computer	299.25	001-3900	R/M-Maintenance contract
				299.25		
LIBERTY PROCESS EQUIPMENT INC						
	06/28/2017	149419	Computer	6,297.00	440-0200	R/M-Equipment
				6,297.00		
LINE-TEC INC						
	06/28/2017	149420	Computer	950.00	440-0100	R/M-Mains
				950.00		
LMK PIPE RENEWAL LLC						
	06/28/2017	000355	Computer	150,892.00	405-0000	CIP - Gravity Sewer Laterals Rehab
				150,892.00		
LOU BACHRODT FREIGHTLINER						
	06/28/2017	149422	Computer	510.00	001-4400	R/M-Vehicles
				510.00		
LUKES HEAVY TRUCKS & EQUIPMENT						
	06/28/2017	149423	Computer	184.52	440-0100	R/M-Vehicles
				184.52	440-0200	R/M-Vehicles
				369.04		
M & H AUTOMOTIVE INC						

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	06/28/2017	149426	Computer			
				87.96	001-0000	Inventory-Garage
				73.16	001-3900	R/M-Vehicles
				13.98	001-4300	R/M-Structures
				343.38	001-4300	R/M-Vehicles
				40.83	001-4300	Supplies/Materials-Expendable
				5.68	001-5500	Supplies/Materials-Expendable
				28.90	001-5500	Tools/Under threshold furn/equip
				133.00	001-7500	R/M-Equipment
				34.52	001-7500	R/M-Vehicles
				74.98	440-0100	R/M-Vehicles
				16.50	440-0200	R/M-Vehicles
				79.92	440-0200	Supplies/Materials-Expendable
				20.74	460-5200	R/M-Vehicles
				953.55		
	06/27/2017	733896	Credit			
				-6.50	001-3900	R/M-Vehicles
				-6.50		
	06/27/2017	733897	Credit			
				-101.92	001-3900	R/M-Vehicles
				-101.92		
MASSEY YARDLEY DODGE CHRYSLER JEEP RAM						
	06/28/2017	149425	Computer			
				35.20	001-0000	Inventory-Garage
				316.99	001-3900	R/M-Vehicles
				352.19		
	06/27/2017	CM500811	Credit			
				-67.65	001-3900	R/M-Vehicles
				-67.65		
MICHELLE LUTIN						
	06/28/2017	149424	Computer			

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				<u>68.91</u>	001-0000	Refunds-Rec Trac System
				68.91		
MICHELLE OGLESBY						
	06/28/2017	149434	Computer	<u>101.76</u>	001-0000	Refunds-Rec Trac System
				101.76		
MIKE SCOTT						
	06/28/2017	149453	Computer	<u>30.00</u>	001-0000	Refunds-Rec Trac System
				30.00		
Garnishment						
	06/22/2017	149219	Computer	<u>320.76</u>	880-0000	Accrued Emp Garnishment
				320.76		
MSC INDUSTRIAL SUPPLY CO INC						
	06/28/2017	149427	Computer	59.45	440-0100	Tools/Under threshold furn/equip
				<u>59.45</u>	440-0200	Tools/Under threshold furn/equip
				118.90		
MUNICIPAL MEDIA CORP						
	06/28/2017	149428	Computer	<u>4,000.00</u>	001-5600	Outside service fees
				4,000.00		
MUNICIPAL SAFETY SERVICES, INC.						
	06/28/2017	149429	Computer	412.25	440-0100	Memberships/Schools
				<u>412.25</u>	440-0200	Memberships/Schools
				824.50		
NAST ROOFING COMPANY						

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	06/28/2017	149430	Computer			
				1,950.00	440-0100	R/M-Structures
				1,950.00		
NEXAIR LLC						
	06/28/2017	149431	Computer			
				36.89	440-0100	Supplies/Materials-Expendable
				36.90	440-0200	Supplies/Materials-Expendable
				73.79		
NU-TURF, INC						
	06/28/2017	149432	Computer			
				330.00	001-7500	R/M-Grounds
				160.50	440-0100	R/M-Grounds
				208.25	440-0200	R/M-Grounds
				698.75		
ODILO USA LLC						
	06/28/2017	149433	Computer			
				609.24	108-0000	Publications/Subscriptions
				609.24		
Oxmoor House						
	06/28/2017	149435	Computer			
				36.91	108-0000	Capital Outlay: Books-general collections
				36.91		
PACE ANALYTICAL SERVICES INC						
	06/28/2017	149436	Computer			
				16.00	440-0200	Chemical analysis
				16.00		
PALM TRUCK CENTERS INC						
	06/28/2017	149437	Computer			
				478.26	001-4300	R/M-Vehicles

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				478.26	
PC CONTROLS INC					
	06/28/2017	149438	Computer		
				<u>2,448.00</u>	440-0100 R/M-Equipment
				2,448.00	
PEAR PROGRAMS LLC					
	06/28/2017	149439	Computer		
				<u>11,473.00</u>	001-7500 Outside instructors
				11,473.00	
PINK PUSSYCAT FLOWER SHOP INC					
	06/28/2017	149440	Computer		
				<u>70.00</u>	001-2700 Employee Benefits
				70.00	
PLANTATION FORD					
	06/28/2017	149441	Computer		
				<u>937.93</u>	001-4300 R/M-Vehicles
				937.93	
PLAYMORE RECREATIONAL PRODUCTS & SERVICE					
	06/28/2017	149442	Computer		
				<u>2,939.00</u>	001-7500 R/M-Equipment
				2,939.00	
Garnishment					
	06/22/2017	149221	Computer		
				<u>228.55</u>	880-0000 Accrued Emp Garnishment
				228.55	
PORT CONSOLIDATED INC					
	06/28/2017	149443	Computer		
				321.81	001-4300 R/M-Vehicles
				106.86	001-4300 Supplies/Materials-Expendable

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				428.67	
PRIME TURF INC					
	06/28/2017	149444	Computer		
				125.00	449-4924 R/M-Maintenance contract
				125.00	
PUBLIC FINANCIAL MANAGEMENT INC					
	06/28/2017	000356	Computer		
				760.10	405-0000 Investment management fees
				760.10	
	06/28/2017	149447	Computer		
				5,942.95	880-0000 Investment management fees
				5,942.95	
PUBLIX SUPERMARKETS INC					
	06/28/2017	149446	Computer		
				40.52	001-4300 Supplies/Materials-Expendable
				113.29	449-0000 Inventory-Groceries
				153.81	
Garnishment					
	06/22/2017	149211	Computer		
				480.00	880-0000 Accrued Emp Garnishment
				480.00	
READYREFRESH					
	06/28/2017	149479	Computer		
				26.56	001-4400 Supplies/Materials-Expendable
				26.56	
REV RTC INC dba HALL-MARK RTC					
	06/28/2017	149449	Computer		
				596.83	001-4300 R/M-Vehicles
				182.40	001-4400 R/M-Vehicles

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				779.23		
ROBERT TORRES						
	06/28/2017	149469	Computer	125.00	001-0000	Refunds-Rec Trac System
				125.00		
ROGELIO GALLO						
	06/28/2017	149388	Computer	7.00	001-4300	Transportation costs
				7.00		
S&D COFFEE INC						
	06/28/2017	149454	Computer	174.41	449-0000	Inventory-Groceries
				174.41		
SAITC SOLUTIONS						
	06/28/2017	149451	Computer	262.50	440-0100	R/M-Maintenance contract
				262.50	440-0200	R/M-Maintenance contract
				525.00		
SAWGRASS FORD INC						
	06/28/2017	149452	Computer	99.02	001-0000	Inventory-Garage
				150.06	001-3900	R/M-Vehicles
				450.37	001-4300	R/M-Vehicles
				349.09	001-6711	R/M-Vehicles
				1,048.54		
SEIGNIORY CHEMICAL PRODUCTS LTD dba						
	06/28/2017	149455	Computer	581.50	440-0100	Supplies/Equipment - Laboratory
				581.50	440-0200	Supplies/Equipment - Laboratory

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				1,163.00	
SHADY BIZ TINTING INC					
	06/28/2017	149456	Computer		
				65.00	001-4300 R/M-Vehicles
				65.00	
Garnishment					
	06/22/2017	149213	Computer		
				369.23	880-0000 Accrued Emp Garnishment
				369.23	
SHERIFF OF BROWARD COUNTY					
	06/28/2017	149457	Computer		
				678.00	001-4300 Supplies-Uniforms/Protective gear
				1,906.66	001-4400 Supplies-Medical
				2,584.66	
SHERWIN WILLIAMS COMPANY					
	06/28/2017	149458	Computer		
				84.87	001-3900 R/M-Structures
				457.68	001-4300 R/M-Structures
				293.06	001-7500 R/M-Structures
				311.45	113-1300 R/M-Bridges
				12.76	440-0200 R/M-Equipment
				1,159.82	
SOUTHERN SEWER EQUIPMENT SALES					
	06/28/2017	149459	Computer		
				324.35	440-0100 R/M-Vehicles
				324.35	440-0200 R/M-Vehicles
				648.70	
SRT SUPPLY INC					
	06/28/2017	149460	Computer		
				7,612.40	118-0000 Capital Outlay: Machinery and Equipment

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				7,612.40	
STAPLES ADVANTAGE					
	06/28/2017	149461	Computer		
				16.47 001-1100	Supplies-Office
				97.47 001-2700	Supplies-Office
				22.24 001-4700	Supplies/Materials-Expendable
				9.34 001-4700	Supplies-Office
				5.04 001-7500	Special events
				24.44 001-7500	Supplies/Materials-Expendable
				136.12 001-7500	Supplies-Office
				37.65 001-7532	Supplies-Office
				38.53 440-0100	Supplies/Materials-Expendable
				9.79 440-0100	Supplies-Janitorial
				102.65 440-0100	Supplies-Office
				38.52 440-0200	Supplies/Materials-Expendable
				9.80 440-0200	Supplies-Janitorial
				102.65 440-0200	Supplies-Office
				52.89 449-4920	Supplies-Office
				703.60	
	06/27/2017	3342816323	Credit		
				-5.30 440-0100	Supplies/Materials-Expendable
				-5.31 440-0200	Supplies/Materials-Expendable
				-10.61	
STATE OF FLORIDA					
	06/28/2017	149462	Computer		
				3,526.49 001-2300	Communications
				3,526.49	
STROBES R US INC					
	06/28/2017	149463	Computer		
				875.01 001-4300	R/M-Vehicles

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				875.01		
SUPERSPORTS OF BROWARD COUNTY INC						
	06/28/2017	149464	Computer	420.00	001-7500	Supplies-Athletic programs
				420.00		
SUPPLYWORKS						
	06/28/2017	149465	Computer	257.14	440-0100	Supplies/Materials-Expendable
				19.32	440-0100	Supplies-Janitorial
				257.14	440-0200	Supplies/Materials-Expendable
				19.32	440-0200	Supplies-Janitorial
				552.92		
TECH AIR INC						
	06/28/2017	149466	Computer	1,030.92	001-3900	R/M-Equipment
				95.00	001-4300	R/M-Equipment
				1,125.92		
THE KNOT						
	06/28/2017	149412	Computer	3,132.00	449-4921	Advertising
				3,132.00		
TIRESOLES OF BROWARD INC						
	06/28/2017	149468	Computer	110.00	460-5200	R/M-Tires
				110.00		
TRULY NOLEN OF AMERICA INC						
	06/28/2017	149470	Computer	118.00	001-4300	R/M-Structures
				63.00	001-7500	R/M-Maintenance contract

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				181.00		
TT&S INC						
	06/28/2017	149471	Computer	375.00	001-4300	Printing and binding
				375.00		
Garnishment						
	06/22/2017	149223	Computer	144.80	880-0000	Accrued Emp Garnishment
				144.80		
UNITED FIRE PROTECTION INC						
	06/28/2017	149473	Computer	891.00	001-6712	R/M-Maintenance contract
				891.00		
UNITED PARCEL SERVICE INC						
	06/28/2017	149474	Computer	9.75	001-3900	Postage/shipping charges
				9.75		
UNIVAR USA INC						
	06/28/2017	149475	Computer	26.97	001-3900	R/M-Structures
				26.98	001-4300	R/M-Structures
				26.98	001-7500	R/M-Structures
				80.93		
Garnishment						
	06/22/2017	149218	Computer	344.82	880-0000	Accrued Emp Garnishment
				344.82		
WALMART COMMUNITY						
	06/28/2017	149476	Computer			

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				165.88	001-5500	Supplies/Materials-Expendable
				34.34	001-7500	Special events
				153.83	001-7500	Summer recreation programs
				90.73	001-7500	Supplies-Athletic programs
				444.78		
WEEKLEY ASPHALT PAVING INC						
	06/28/2017	149477	Computer			
				785.23	440-0100	R/M-Grounds
				18.63	440-0200	R/M-Grounds
				803.86		
WENOKA GRAHAM						
	06/28/2017	149395	Computer			
				50.00	001-0000	Refunds-Rec Trac System
				50.00		
WINNINGHAM & FRADLEY INC						
	06/28/2017	149478	Computer			
				3,113.75	001-8850	Consultants
				3,113.75		
AIG Retirement						
	06/23/2017	W00000000000219687	Manual			
				47,664.84	880-0000	Accrued Deferred Comp
				5,655.68	880-0000	Accrued Deferred Comp Loan Payment
				53,320.52		
BRINKLEY MORGAN						
	06/22/2017	W00000000000219546	Manual			
				21,833.93	317-0000	Issuance Costs
				21,833.93		
BRYANT MILLER OLIVE PA						
	06/22/2017	W00000000000219547	Manual			

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				119,181.00	317-0000	Issuance Costs
				119,181.00		
FLORIDA SDU						
	06/23/2017	00000000000219694	Manual			
				31.50	001-2700	Outside service fees
				4,821.16	880-0000	Accrued Emp Garnishment
				4,852.66		
FRATERNAL ORDER OF POLICE LODGE 31						
	06/23/2017	W00000000000219688	Manual			
				-8.25	001-0000	Misc-Other Misc revenue-Other
				3,665.00	880-0000	Accrued FOP Dues Pay
				3,656.75		
General Employees Pension Fund						
	06/23/2017	W00000000000219685	Manual			
				72,565.52	880-0000	Accrued General Employees' Retirement Pa
				72,565.52		
GUIDANT MANAGEMENT GROUP LLC						
	06/23/2017	W0000000000219683	Manual			
				856.00	449-0000	Accounts Payable-various
				4,049.89	449-0000	Tips Payable
				3,103.36	449-4920	Outside service fees
				1,663.92	449-4921	Outside service fees
				11,512.79	449-4922	Outside service fees
				11,304.34	449-4923	Outside service fees
				20,779.92	449-4924	Outside service fees
				53,270.22		
Internal Revenue Service						
	06/27/2017	W00000000219753	Manual			
				294,960.48	880-0000	Accrued FICA Tax Payable
				242,847.12	880-0000	Accrued Withholding Tax Pay

City of Plantation
Check & Credit Register Detail
Check Dates 6/22/2017 to 6/28/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				537,807.60		
Police Pension Fund						
	06/23/2017	W00000000000219686	Manual			
				<u>32,362.38</u>	880-0000	Accrued Police Retirement Pay
				32,362.38		
PORT CONSOLIDATED INC						
	06/22/2017	00000000000219682	Manual			
				<u>5,535.06</u>	001-0000	Inventory - Diesel PW (Dyed)
				5,535.06		
PUBLIC FINANCIAL MANAGEMENT INC						
	06/22/2017	W00000000000219545	Manual			
				<u>39,559.00</u>	317-0000	Issuance Costs
				39,559.00		
UNITED HEALTHCARE						
	06/23/2017	W00000000000219684	Manual			
				<u>228,358.64</u>	001-5300	Allocation Acct-Medical Claims
				228,358.64		
WHH SOLUTIONS LLC						
	06/22/2017	00000000000219681	Manual			
				<u>7,500.00</u>	001-3900	Consultants
				7,500.00		

Sum of Computer Checks	1,430,311.78
Sum of Manual Checks	1,179,803.28
Total	2,610,115.06

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 6/22/2017 to 6/28/2017**

<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
001	General Fund	489,435.50	241,416.95	-306.85	730,545.60
108	Library Board	2,692.82			2,692.82
113	Road and Traffic Control	4,565.39			4,565.39
118	Federal Forfeitures	12,852.00			12,852.00
125		117.55			117.55
313	2013 Note Construction	190.81			190.81
317	2017 Ad Val Bond Construction	444,987.63	180,573.93		625,561.56
331	Designated Capital Improve/Res	2,267.35			2,267.35
405	Series 2013 Utility Sys Rev Nt	399,871.19			399,871.19
440	Utility Operations	47,956.80		-10.61	47,946.19
449	Plantation Preserve	13,581.18	53,270.22		66,851.40
460	Stormwater	2,623.81			2,623.81
880	Pooled Cash & Investments	9,487.21	704,542.18		714,029.39
		<u>1,430,629.24</u>	<u>1,179,803.28</u>	<u>-317.46</u>	<u>2,610,115.06</u>

City of Plantation**Checks by Third Party Administrator****Check Dates 6/22/2017 to 6/28/2017**

<u>Fund/Dept</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
001-0000	Ambulance Fees	1,980.20	990.10
001-0000	Equity in Pooled Cash and Investments	990.10	990.10
001-5300	Allocation Acct-Dental Claims	11,922.45	
001-5300	Allocation Acct-Worker's comp claims	20,002.88	
880-0000	Cash-SunTrust Insurance #3255	990.10	33,905.53
880-0000	Due to-General Fund	990.10	990.10
		<u>36,875.83</u>	<u>36,875.83</u>

City of Plantation
Payroll Summary By Fund/Department
Check Dates 6/22/2017 to 6/28/2017



<u>Fund</u>	<u>Department</u>	<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
001 General Fund	1100 Mayor / Administration	23,628.99	7,307.43	16,321.56
001 General Fund	1500 City Clerk	12,091.64	3,802.62	8,289.02
001 General Fund	1903 Fin Svcs-Finance & Accounting	33,571.38	11,178.77	22,392.61
001 General Fund	2300 Information Technology	49,520.75	17,275.90	32,244.85
001 General Fund	2700 Human Resources	24,414.19	7,687.02	16,727.17
001 General Fund	3505 Development Svcs - PZED	32,112.62	10,929.77	21,182.85
001 General Fund	3900 Police	750,182.36	247,693.93	502,488.43
001 General Fund	4300 Fire	66,361.81	23,234.36	43,127.45
001 General Fund	4400 Fire/Rescue	207,491.44	67,396.02	140,095.42
001 General Fund	4700 Building	52,280.07	17,073.20	35,206.87
001 General Fund	5100 Engineering	24,295.56	7,696.05	16,599.51
001 General Fund	5400 Risk Management	5,359.99	1,817.51	3,542.48
001 General Fund	5500 Public Works	117,229.41	34,347.47	82,881.94
001 General Fund	5900 Landscaping	30,789.35	8,494.16	22,295.19
001 General Fund	6711 Central Svcs-Crafts	24,811.60	8,241.89	16,569.71
001 General Fund	6712 Central Svcs-Facilities Maint.	10,470.77	3,059.09	7,411.68
001 General Fund	7100 Library	18,676.85	6,409.13	12,267.72
001 General Fund	7300 Historical Musuem	2,116.34	488.59	1,627.75
001 General Fund	7500 Parks and Recreation	185,253.81	49,639.31	135,614.50
001 General Fund	7531 Parks & Rec-Tennis Complex	7,219.10	1,882.21	5,336.89
001 General Fund	7532 Parks & Rec-Aquatics Complex	39,129.68	8,116.87	31,012.81
001 General Fund	7533 Parks & Rec-Equestrian Center	4,313.13	1,289.08	3,024.05
113 Road and Traffic Control	1300 Road and Traffic Control	9,280.56	3,423.04	5,857.52
115 Community Dev Block Grant	6600 Community Dev Block Grant	2,598.26	882.24	1,716.02
440 Utility Operations	0100 Water Services	45,270.78	12,664.17	32,606.61

City of Plantation
Payroll Summary By Fund/Department
Check Dates 6/22/2017 to 6/28/2017



<u>Fund</u>		<u>Department</u>		<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
440	Utility Operations	0200	Wastewater Services	29,643.50	8,380.32	21,263.18
440	Utility Operations	0300	Water/Wastewater Combined Serv	129,092.37	36,981.10	92,111.27
460	Stormwater	5200	Stormwater Drainage	7,598.14	2,721.86	4,876.28
				<u>1,944,804.45</u>	<u>610,113.11</u>	<u>1,334,691.34</u>

City of Plantation
Payroll Summary By Fund
Check Dates 6/22/2017 to 6/28/2017



<u>Fund</u>		<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
001	General Fund	1,721,320.84	545,060.38	1,176,260.46
113	Road and Traffic Control	9,280.56	3,423.04	5,857.52
115	Community Dev Block Grant	2,598.26	882.24	1,716.02
440	Utility Operations	204,006.65	58,025.59	145,981.06
460	Stormwater	7,598.14	2,721.86	4,876.28
		<u>1,944,804.45</u>	<u>610,113.11</u>	<u>1,334,691.34</u>

City of Plantation

Computer Check Register

Check Dates 6/29/2017 to 7/5/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
149516	ACTION GATOR TIRE	1,638.28	07/05/2017
149517	ACUSHNET CO TITLEIST & FOOTJOY	611.22	07/05/2017
149615	ADRIANA KNIES	110.00	07/05/2017
149518	ADVANCED DATA PROCESSING dba INTERMEDIX	12,610.92	07/05/2017
149519	ADVANCED FIRE & SECURITY INC	633.75	07/05/2017
149520	ADVANCED IMAGING SOLUTIONS INC	814.00	07/05/2017
149521	AERO HARDWARE & SUPPLY CO	387.10	07/05/2017
149522	AFLAC	12,696.98	07/05/2017
149523	ALFA LAVAL INC	3,170.69	07/05/2017
149524	ALSCO INC	498.36	07/05/2017
149526	AMERICAN HERITAGE LIFE INSURANCE	95.34	07/05/2017
149525	AMERICAN PLUMBING INC	336.53	07/05/2017
149527	AMERICAN TIME	497.04	07/05/2017
149528	ANDIROSY DISTRIBUTION CORP	64.16	07/05/2017
149529	AQUAGENIX	309.00	07/05/2017
149530	ARMY NAVY OUTDOORS	179.99	07/05/2017
149531	AT&T	24,348.32	07/05/2017
149532	AT&T MOBIITY	28.26	07/05/2017
149533	AT&T MOBILITY-EOD	13,956.51	07/05/2017
149534	AUTOMATIC DATA PROCESSING LLC	7,920.70	07/05/2017
149535	AUTONATION CHEVROLET OF PEMBROKE PINES	46,896.00	07/05/2017
149536	BANG PSYCHOLOGY & ASSOCIATES	150.00	07/05/2017
149537	BEACON GROUP INC	295.00	07/05/2017
149538	BENNETT AUTO SUPPLY INC	1,975.04	07/05/2017
149539	BEST OFFICE COFFEE SERVICE INC	1,421.40	07/05/2017
149541	BOARD OF COUNTY COMMISSIONERS	218.40	07/05/2017
149543	BOARD OF COUNTY COMMISSIONERS	110.00	07/05/2017
149542	BOUND TREE MEDICAL LLC	239.94	07/05/2017
149544	BRIGHT & SMART LLC	309.75	07/05/2017
149512	BROOKWOOD LAKESIDE INVESTORS LLC AS TIC	157.20	07/05/2017
149545	BROWARD NELSON FOUNTAIN SERVICE	309.89	07/05/2017
149548	BURKHARD'S TRACTOR & EQUIPMENT INC	148.96	07/05/2017
149549	CALLAWAY GOLF SALES COMPANY	325.36	07/05/2017
149540	CARIDAD ISABEL BLANCHARD- PETTY CASH	7.92	07/05/2017
149552	CENGAGE LEARNING INC	367.57	07/05/2017
149553	CHARD SNYDER	1,465.00	07/05/2017
149554	CHENEY BROTHERS INC	1,577.06	07/05/2017

City of Plantation

Computer Check Register

Check Dates 6/29/2017 to 7/5/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
149609	CINDY JONES	894.52	07/05/2017
149555	CINTAS CORPORATION NO 017	1,719.20	07/05/2017
000013	CITY OF PLANTATION	1,005,882.99	06/29/2017
149556	COCA-COLA BEVERAGES FLORIDA LLC	156.26	07/05/2017
149557	COMCAST	124.90	07/05/2017
149558	COMCAST	19.90	07/05/2017
149559	COMCAST	105.75	07/05/2017
149560	COMCAST	139.89	07/05/2017
149561	COMMUNICATIONS INTERNATIONAL INC	2,027.18	07/05/2017
149562	COMPBENEFITS COMPANY	19,192.74	07/05/2017
149571	CONNIE EARLE	180.00	07/05/2017
149563	COVERTTRACK GROUP INC	3,210.00	07/05/2017
149564	Dana Safety Supply Inc	55,141.51	07/05/2017
149565	DANCE FX INC	623.00	07/05/2017
149513	DDR SOUTHEAST FOUNTAINS LLC	39.23	07/05/2017
149567	DEBBIE MCKEEVER - PETTY CASH	170.62	07/05/2017
149568	DELL MARKETING LP	11,475.06	07/05/2017
149569	DIAMOND R FERTILIZER CO INC	1,311.00	07/05/2017
149550	DOLORES M CAMPBELL	1,755.90	07/05/2017
149570	DOOR SYSTEMS OF SOUTH FLORIDA	164.00	07/05/2017
149572	ECONOMY AUTO UPHOLSTERY	40.00	07/05/2017
149510	EDCO AWARDS & SPECIALTIES	768.68	07/05/2017
149573	EDJ SERVICE LLC	14,757.00	07/05/2017
149511	ELEGANT BEAUTY SUPPLIES #17 INC	117.90	07/05/2017
149577	ELKA FERREIRA	1,020.00	07/05/2017
149574	ERIN ELECTRICAL ENTERPRISES INC	1,768.12	07/05/2017
149575	EXP U.S. SERVICES	1,100.00	07/05/2017
149674	FASTSIGNS/DAVIE	958.95	07/05/2017
149576	FERGUSON ENTERPRISES INC	2,372.92	07/05/2017
149579	FISHER SCIENTIFIC COMPANY LLC	903.35	07/05/2017
149581	FLORIDA POWER & LIGHT COMPANY	344,640.95	07/05/2017
149546	FUNASTIC GYMNASTIC & YOGA	1,767.20	07/05/2017
149589	G.M. WATER SERVICES INC	150.00	07/05/2017
149583	GARMIZO'S INC	495.00	07/05/2017
149584	Geico Insurance Company	3,668.15	07/05/2017
149586	GL DISTRIBUTORS INC	750.00	07/05/2017
149587	GLOBAL TRADING INC	1,429.27	07/05/2017
149588	GLOVES INC	2,165.46	07/05/2017

City of Plantation

Computer Check Register

Check Dates 6/29/2017 to 7/5/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
149590	GOLF AGRONOMICS SUPPLY & HANDLING INC	1,565.10	07/05/2017
149585	GORDON FOOD SERVICE	1,389.16	07/05/2017
149592	GRAINGER	777.27	07/05/2017
149593	GRANT'S FARM NURSERY	2,740.00	07/05/2017
149594	GRAYBAR ELECTRIC CO	1,054.70	07/05/2017
149595	GREEN THUMB LAWN & GARDEN LLC	417.25	07/05/2017
149596	GREY HOUSE PUBLISHING INC	163.00	07/05/2017
149652	GUIDANT MANAGEMENT GROUP LLC	18,702.37	07/05/2017
149694	HECTOR TURF	725.48	07/05/2017
149598	HOME DEPOT CREDIT SERVICES	994.41	07/05/2017
149599	HOSELINE INC	236.70	07/05/2017
149600	HOWARD FERTILIZER & CHEMICAL CO INC	2,506.88	07/05/2017
149601	HYDRO-STAT INC	1,080.00	07/05/2017
000014	IMAGEMASTER LLC	2,186.25	07/05/2017
149602	IMPERIAL ELECTRIC & LIGHTING	10.12	07/05/2017
149603	INDUSTRIAL COMMUNICATIONS & ELECTRONICS	351.96	07/05/2017
149604	INGRAM LIBRARY SERVICES	300.81	07/05/2017
149605	INNOVATIVE METERING SOLUTIONS INC	10,733.90	07/05/2017
149606	INSIGHT PUBLIC SECTOR INC	7,936.40	07/05/2017
149665	Ivette Reyes	210.00	07/05/2017
149582	JAMES GABRIONE	30.84	07/05/2017
000015	JOHN M. PEREZ	4,038.40	07/05/2017
149608	JOHNSTONE SUPPLY	16.14	07/05/2017
149610	KAMAN INDUSTRIAL TECHNOLOGIES CORP.	14.20	07/05/2017
149551	KATHLEEN CARTER	3,966.90	07/05/2017
149611	KHANS NURSERY INC	3,825.00	07/05/2017
149612	KIDOKINETICS	196.00	07/05/2017
149613	KIMBALL MIDWEST	554.06	07/05/2017
149614	KNAPHEIDE TRUCK EQUIPMENT COMPANY- SE	53.25	07/05/2017
149616	KONICA MINOLTA BUSINESS SOLUTIONS	689.75	07/05/2017
149617	KUSSMAUL ELECTRONICS CO INC	67.25	07/05/2017
149622	L & L DISTRIBUTORS INC	128.25	07/05/2017
149618	LAKE MASTERS AQUATIC WEED CONTROL INC	1,904.00	07/05/2017
149515	LAS HACIENDAS TOWNHOUSE CONDOMINIUM	235.50	07/05/2017
149620	LEHIGH OUTFITTERS LLC	90.94	07/05/2017
149621	LINCOLN AQUATICS	409.71	07/05/2017
149623	LOYS C ENTERPRISES INC	1,851.25	07/05/2017
149624	LUKES HEAVY TRUCKS & EQUIPMENT	155.60	07/05/2017

City of Plantation

Computer Check Register

Check Dates 6/29/2017 to 7/5/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
149632	M & H AUTOMOTIVE INC	2,378.88	07/05/2017
149626	MAKIR VERTICAL BLINDS INC	7,500.00	07/05/2017
149627	MARATHON HEALTH LLC	1,488.66	07/05/2017
149591	MARTIN GRADY	1,484.26	07/05/2017
149628	MASSEY YARDLEY DODGE CHRYSLER JEEP RAM	1,926.36	07/05/2017
149629	MCKINSEY STEEL & SUPPLY OF FL INC	50.00	07/05/2017
149566	MELISSA DAVIS	425.00	07/05/2017
149630	MELROSE SUPPLY & SALES CORP	1,879.63	07/05/2017
149656	MICHELLE RATTHE dba	476.00	07/05/2017
149633	MICROMARKETING LLC	223.86	07/05/2017
149634	MIDWEST MEDICAL SUPPLY CO LLC	110.84	07/05/2017
149635	MN8 FOXFIRE/LUMAWARE SAFETY	5,212.53	07/05/2017
149636	MR ELECTRIC & ASSOCIATES INC	5,307.52	07/05/2017
149637	MSC INDUSTRIAL SUPPLY CO INC	360.66	07/05/2017
149639	NATIONAL LIFT TRUCK SERVICE INC	15.00	07/05/2017
149638	NATIONAL RUST & WATER	185.76	07/05/2017
149640	NU-TURF, INC	165.00	07/05/2017
149607	NYTECH SUPPLY CO	199.09	07/05/2017
149641	Occupational Health Dynamics Inc	330.00	07/05/2017
149642	OFFICE DEPOT INC	492.53	07/05/2017
149643	OZINGA SOUTH FLORIDA INC.	708.00	07/05/2017
149625	PATRICA M MACGOVERN	180.00	07/05/2017
149676	PAUL SMITH	40.09	07/05/2017
149644	PENN CREDIT CORPORATION	595.34	07/05/2017
149597	PET & PLAYGROUND PRODUCTS	618.33	07/05/2017
149645	PHIL SMITH CHEVROLET	126.96	07/05/2017
149646	PINK PUSSYCAT FLOWER SHOP INC	48.50	07/05/2017
149661	PITNEY BOWES RESERVE ACCOUNT	5,000.00	07/05/2017
149647	PLANTATION ATHLETIC LEAGUE INC	9,423.00	07/05/2017
149648	PLUSCO SUPPLY CORP	565.60	07/05/2017
149649	PORT CONSOLIDATED INC	77.00	07/05/2017
149650	PRECISION SMALL ENGINE CO INC	466.33	07/05/2017
149651	PREFERRED IDENTITY PLAN	204.00	07/05/2017
149619	PREFERRED LEGAL PLAN	1,064.65	07/05/2017
149653	PROVIDENT LIFE & ACCIDENT INSURANCE COMPANY	795.60	07/05/2017
149654	PUBLIX SUPERMARKETS INC	76.31	07/05/2017
149667	R. L. SCHREIBER INC	63.38	07/05/2017
149655	RAPID SECURITY SOLUTIONS, LLC	855.00	07/05/2017

City of Plantation

Computer Check Register

Check Dates 6/29/2017 to 7/5/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
149657	RECHTIEN INTERNATIONAL TRUCKS INC	364.60	07/05/2017
149658	RECREONICS INC	553.70	07/05/2017
149659	REGGAEFIT LLC	248.20	07/05/2017
149660	RELIANCE STANDARD LIFE INSURANCE CO	17,932.91	07/05/2017
149662	RESIDEX LLC	90.00	07/05/2017
149663	REV RTC INC dba HALL-MARK RTC	392,346.03	07/05/2017
149664	REXEL INC	159.43	07/05/2017
149666	RLJ SERVICES INC	800.00	07/05/2017
149682	RUTH STAPLES	100.00	07/05/2017
149668	SAFETY PRODUCTS INC	527.56	07/05/2017
149669	SAFETY-KLEEN SYSTEMS INC	265.00	07/05/2017
149514	SANDRA AND HENRY DANIELS	78.50	07/05/2017
149670	SAWGRASS FORD INC	511.97	07/05/2017
149671	SECURITY PRO SYSTEMS INC	120.00	07/05/2017
149672	SERVICE PLANNING CORPORATION	36,895.31	07/05/2017
149699	SETH TROMMER	62.00	07/05/2017
149673	SHERWIN WILLIAMS COMPANY	769.31	07/05/2017
149508	SIGN A RAMA - DAVIE	90.00	07/05/2017
149675	SIMONIZ CAR WASH	39.99	07/05/2017
149677	SMORACY LLC	6,078.43	07/05/2017
149678	SOUTHERN LOCK & SUPPLY CO	213.34	07/05/2017
149679	SPARTAN MOTORS CHASSIS INC	596.30	07/05/2017
149680	SPRINT SOLUTIONS INC	1,325.33	07/05/2017
149681	SRT SUPPLY INC	328.05	07/05/2017
149683	STAPLES ADVANTAGE	1,534.37	07/05/2017
149580	STATE OF FLORIDA - DEPT OF FINANCIAL SVCS	7,931.28	07/05/2017
149547	STEPHEN BUNTING II	21.00	07/05/2017
149631	Steven Keith Merritt	21.00	07/05/2017
149684	SUMMIT SECURITY ALARM	3,450.00	07/05/2017
149688	SUN TRUST BANK	310.82	07/05/2017
149685	SUNNILAND CORPORATION	14,013.72	07/05/2017
149686	SUNTRUST BANK	54.10	07/05/2017
149687	SUNTRUST BANK	189.42	07/05/2017
149689	SUPPLYWORKS	5,828.62	07/05/2017
149690	SUPREME INTERNATIONAL LLC	1,031.38	07/05/2017
149714	SUSIE WILLIAMS	500.00	07/05/2017
149691	SYNALOVSKI ROMANIK SAYE LLC	14,646.20	07/05/2017
149692	TECH AIR INC	508.59	07/05/2017

City of Plantation

Computer Check Register

Check Dates 6/29/2017 to 7/5/2017



<u>Check</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>
149693	TENZINGA	50.00	07/05/2017
149578	THE FILTER STORE INC	2,452.50	07/05/2017
149695	TIRESOLES OF BROWARD INC	4,405.92	07/05/2017
149696	T-MOBILE	257.81	07/05/2017
149697	T-MOBILE	319.76	07/05/2017
149698	T-MOBILE	831.58	07/05/2017
149700	TRULY NOLEN OF AMERICA INC	360.00	07/05/2017
149701	TRUSTMARK VOLUNTARY BENEFITS SOLUTIONS INC	18,981.80	07/05/2017
149702	TT&S INC	25.00	07/05/2017
149703	TV DIVERSIFIED LLC	57,137.59	07/05/2017
000016	U.S. BANK NATIONAL ASSOCIATION	3,750.00	07/05/2017
149704	ULINE INC	468.00	07/05/2017
149705	UNITED HEALTHCARE INSURANCE CO	37,268.88	07/05/2017
149706	UNITED LIGHTING SALES INC	197.65	07/05/2017
149707	UNITED PARCEL SERVICE INC	197.01	07/05/2017
149708	US HEALTHWORKS MEDICAL GROUP OF FL INC	94.00	07/05/2017
149709	WALKER CANVAS AWNINGS INC	1,300.00	07/05/2017
149710	WALKER PROCESS EQUIPMENT	5,488.28	07/05/2017
149509	WALMART COMMUNITY	175.35	07/05/2017
149711	WEBLEY & CLARKE, P.A. TRUST ACCT AND	4,000.00	07/05/2017
149712	WEEKLEY ASPHALT PAVING INC	528.96	07/05/2017
149713	WEST CONSTRUCTION INC	54,381.22	07/05/2017
		<u>2,446,724.48</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Manual Check Register
Posted Dates 6/29/2017 to 7/5/2017



<u>Payment</u>	<u>Vendor</u>	<u>Amount</u>	<u>Posting Date</u>
00000000000219927	PORT CONSOLIDATED INC	15,837.16	06/29/2017
00000000000219928	PORT CONSOLIDATED INC	1,320.26	06/28/2017
W00000000000219946	UNITED HEALTHCARE	229,356.21	06/29/2017
		<u>246,513.63</u>	

Computer Check: Physical check sent to vendor.

Manual Check: Wire or ACH transfer affecting cash.

City of Plantation
Check & Credit Register Detail
Check Dates 6/29/2017 to 7/5/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
ACTION GATOR TIRE						
	07/05/2017	149516	Computer			
				1,496.28	001-0000	Inventory-Garage
				142.00	113-1300	R/M-Tires
				1,638.28		
ACUSHNET CO TITLEIST & FOOTJOY						
	07/05/2017	149517	Computer			
				611.22	449-0000	Inventory-Pro Shop Merchandise
				611.22		
ADRIANA KNIES						
	07/05/2017	149615	Computer			
				110.00	001-0000	Refunds-Rec Trac System
				110.00		
ADVANCED DATA PROCESSING dba INTERMEDIX						
	07/05/2017	149518	Computer			
				12,610.92	001-4400	Patient billing services
				12,610.92		
ADVANCED FIRE & SECURITY INC						
	07/05/2017	149519	Computer			
				308.75	001-3900	R/M-Maintenance contract
				81.25	001-5500	R/M-Maintenance contract
				178.75	001-6712	R/M-Maintenance contract
				65.00	001-7500	R/M-Equipment
				633.75		
ADVANCED IMAGING SOLUTIONS INC						
	07/05/2017	149520	Computer			
				814.00	001-4700	Consultants
				814.00		
AERO HARDWARE & SUPPLY CO						

City of Plantation
Check & Credit Register Detail
Check Dates 6/29/2017 to 7/5/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	07/05/2017	149521	Computer			
				193.55	440-0100	R/M-Vehicles
				193.55	440-0200	R/M-Vehicles
				387.10		
AFLAC						
	07/05/2017	149522	Computer			
				12,696.98	880-0000	Accrued AFLAC Ins Pay
				12,696.98		
ALFA LAVAL INC						
	07/05/2017	149523	Computer			
				3,170.69	440-0200	R/M-Equipment
				3,170.69		
ALSCO INC						
	07/05/2017	149524	Computer			
				54.00	449-4920	R/M-Maintenance contract
				444.36	449-4922	Rentals
				498.36		
ALTEC INDUSTRIES						
	07/03/2017	9191531	Credit			
				-203.27	113-1300	R/M-Vehicles
				-203.27		
AMERICAN HERITAGE LIFE INSURANCE						
	07/05/2017	149526	Computer			
				95.34	880-0000	Accrued Life(Critical Illness)
				95.34		
AMERICAN PLUMBING INC						
	07/05/2017	149525	Computer			
				9.95	001-3900	R/M-Structures
				326.58	001-7500	R/M-Structures

City of Plantation
Check & Credit Register Detail
Check Dates 6/29/2017 to 7/5/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				336.53		
AMERICAN TIME						
	07/05/2017	149527	Computer	497.04	001-6712	R/M-Structures
				497.04		
ANDIROSY DISTRIBUTION CORP						
	07/05/2017	149528	Computer	64.16	449-0000	Inventory-Groceries
				64.16		
AQUAGENIX						
	07/05/2017	149529	Computer	309.00	460-5200	R/M-Maintenance contract
				309.00		
ARMY NAVY OUTDOORS						
	07/05/2017	149530	Computer	179.99	001-7500	Supplies-Uniforms/Protective gear
				179.99		
AT&T						
	07/05/2017	149531	Computer	24,348.32	001-2300	Communications
				24,348.32		
AT&T MOBIITY						
	07/05/2017	149532	Computer	28.26	001-4300	Communications
				28.26		
AT&T MOBILITY-EOD						
	07/05/2017	149533	Computer	13,396.65	001-2300	Communications
				279.93	440-0100	Communications

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				279.93	440-0200	Communications
				13,956.51		
AUTOMATIC DATA PROCESSING LLC						
	07/05/2017	149534	Computer	50.00	001-2300	R/M-Equipment
				7,870.70	001-2700	Outside service fees
				7,920.70		
AUTONATION CHEVROLET OF PEMBROKE PINES						
	07/05/2017	149535	Computer	46,896.00	125-0000	Capital Outlay: Machinery & Equipment - Pc
				46,896.00		
BANG PSYCHOLOGY & ASSOCIATES						
	07/05/2017	149536	Computer	150.00	001-3900	Employment testing services
				150.00		
BEACON GROUP INC						
	07/05/2017	149537	Computer	295.00	001-5400	Liability/casualty insurance premiums
				295.00		
BENNETT AUTO SUPPLY INC						
	07/03/2017	10CN029523	Credit	-30.00	001-3900	R/M-Vehicles
				-30.00		
	07/03/2017	10CN029606	Credit	-50.74	001-0000	Inventory-Garage
				-11.92	001-3900	R/M-Vehicles
				-62.66		
	07/03/2017	10CN029641	Credit	-148.48	001-3900	R/M-Vehicles

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				-148.48		
	07/05/2017	149538	Computer			
				1,261.16	001-0000	Inventory-Garage
				652.65	001-3900	R/M-Vehicles
				30.97	001-3900	Supplies/Materials-Expendable
				42.76	001-5500	R/M-Vehicles
				80.16	001-7500	R/M-Vehicles
				2,067.70		
BEST OFFICE COFFEE SERVICE INC						
	07/05/2017	149539	Computer			
				1,421.40	001-0000	Inventory-Central Services
				1,421.40		
BOARD OF COUNTY COMMISSIONERS						
	07/05/2017	149541	Computer			
				218.40	113-1300	Debris removal
				218.40		
	07/05/2017	149543	Computer			
				110.00	001-1903	Advertising
				110.00		
BOUND TREE MEDICAL LLC						
	07/05/2017	149542	Computer			
				23.94	001-4400	Supplies-Medical
				216.00	001-4400	Supplies-Uniforms/Protective gear
				239.94		
BRIGHT & SMART LLC						
	07/05/2017	149544	Computer			
				309.75	001-7500	Outside instructors
				309.75		
BROOKWOOD LAKESIDE INVESTORS LLC AS TIC						

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	07/05/2017	149512	Computer	157.20	001-0000	Suspense
				157.20		
BROWARD NELSON FOUNTAIN SERVICE						
	07/05/2017	149545	Computer	309.89	001-7532	Supplies-Chemicals
				309.89		
BURKHARD'S TRACTOR & EQUIPMENT INC						
	07/05/2017	149548	Computer	17.44	001-0000	Inventory-Garage
				131.52	001-5500	R/M-Equipment
				148.96		
CALLAWAY GOLF SALES COMPANY						
	07/05/2017	149549	Computer	325.36	449-0000	Inventory-Pro Shop Merchandise
				325.36		
CARIDAD ISABEL BLANCHARD- PETTY CASH						
	07/05/2017	149540	Computer	7.92	001-4300	Postage/shipping charges
				7.92		
CENGAGE LEARNING INC						
	07/05/2017	149552	Computer	24.00	108-0000	Capital Outlay: Books-general collections
				343.57	108-0000	Capital Outlay: Books-reference
				367.57		
CHARD SNYDER						
	07/05/2017	149553	Computer	1,465.00	001-5300	Allocation Acct-Medical Administrative Costs
				1,465.00		

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
CHENEY BROTHERS INC						
	07/05/2017	149554	Computer			
				1,340.46	449-0000	Inventory-Groceries
				62.78	449-4922	Supplies/Materials-Expendable
				53.88	449-4922	Supplies-Fuel
				119.94	449-4923	Supplies/Materials-Expendable
				1,577.06		
CINDY JONES						
	07/05/2017	149609	Computer			
				894.52	001-7532	Outside instructors
				894.52		
CINTAS CORPORATION NO 017						
	07/05/2017	149555	Computer			
				7.13	001-5500	Supplies/Materials-Expendable
				372.03	001-5500	Supplies-Uniforms/Protective gear
				7.13	001-5900	Supplies/Materials-Expendable
				112.23	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
				400.67	001-7500	Supplies-Uniforms/Protective gear
				7.13	113-1300	Supplies/Materials-Expendable
				43.86	113-1300	Supplies-Uniforms/Protective gear
				278.69	440-0100	Supplies-Uniforms/Protective gear
				16.50	440-0100	Waste disposal
				195.01	440-0200	Supplies-Uniforms/Protective gear
				16.50	440-0200	Waste disposal
				92.05	449-4924	Rentals
				7.13	460-5200	Supplies/Materials-Expendable
				28.52	460-5200	Supplies-Uniforms/Protective gear
				1,719.20		

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	06/29/2017	000013	Computer			
				1,005,882.99	317-0000	Accounts Payable-various
				1,005,882.99		
COCA-COLA BEVERAGES FLORIDA LLC						
	07/05/2017	149556	Computer			
				156.26	449-0000	Inventory-Groceries
				156.26		
COMCAST						
	07/05/2017	149557	Computer			
				124.90	001-2300	Communications
				124.90		
	07/05/2017	149558	Computer			
				19.90	001-5500	R/M-Maintenance contract
				19.90		
	07/05/2017	149559	Computer			
				105.75	001-7300	Communications
				105.75		
	07/05/2017	149560	Computer			
				139.89	001-7500	Communications
				139.89		
COMMUNICATIONS INTERNATIONAL INC						
	07/05/2017	149561	Computer			
				2,027.18	001-3900	R/M-Equipment
				2,027.18		
COMPBENEFITS COMPANY						
	07/05/2017	149562	Computer			
				16,248.11	001-5300	Allocation Acct-Dental HMO fees
				2,229.50	001-5300	Allocation Acct-Dental PPO fees
				715.13	880-0000	Accrued Vision Care Payable

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				19,192.74	
CONNIE EARLE					
	07/05/2017	149571	Computer		
				<u>180.00</u>	115-6600 Public services
				180.00	
COVERTTRACK GROUP INC					
	07/05/2017	149563	Computer		
				<u>3,210.00</u>	116-0000 Special police account
				3,210.00	
Dana Safety Supply Inc					
	07/05/2017	149564	Computer		
				<u>55,141.51</u>	001-3900 Capital Outlay: Machinery and Equipment
				55,141.51	
DANCE FX INC					
	07/05/2017	149565	Computer		
				<u>623.00</u>	001-7500 Outside instructors
				623.00	
DDR SOUTHEAST FOUNTAINS LLC					
	07/05/2017	149513	Computer		
				<u>39.23</u>	001-0000 Suspense
				39.23	
DEBBIE MCKEEVER - PETTY CASH					
	07/05/2017	149567	Computer		
				17.12	440-0100 Transportation costs
				<u>153.50</u>	440-0200 Transportation costs
				170.62	
DELL MARKETING LP					
	07/05/2017	149568	Computer		
				10,920.68	116-0000 Capital Outlay: Machinery and Equipment

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				554.38	440-0000	Equipment and furniture
				11,475.06		
DIAMOND R FERTILIZER CO INC						
	07/05/2017	149569	Computer			
				1,311.00	449-4924	Supplies-Chemicals
				1,311.00		
DOLORES M CAMPBELL						
	07/05/2017	149550	Computer			
				1,755.90	001-7532	Outside instructors
				1,755.90		
DOOR SYSTEMS OF SOUTH FLORIDA						
	07/05/2017	149570	Computer			
				164.00	001-4300	R/M-Structures
				164.00		
ECONOMY AUTO UPHOLSTERY						
	07/05/2017	149572	Computer			
				40.00	001-4400	R/M-Vehicles
				40.00		
EDCO AWARDS & SPECIALTIES						
	07/05/2017	149510	Computer			
				768.68	001-0000	Suspense
				768.68		
EDJ SERVICE LLC						
	07/05/2017	149573	Computer			
				9,800.00	001-5900	R/M Tree Beautification
				4,957.00	001-7500	R/M-Grounds
				14,757.00		
ELEGANT BEAUTY SUPPLIES #17 INC						
	07/05/2017	149511	Computer			

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				117.90	001-0000	Suspense
				117.90		
ELKA FERREIRA						
	07/05/2017	149577	Computer	1,020.00	001-7500	Outside instructors
				1,020.00		
ERIN ELECTRICAL ENTERPRISES INC						
	07/05/2017	149574	Computer	1,768.12	440-0200	R/M-Lift station-materials
				1,768.12		
EXP U.S. SERVICES						
	07/05/2017	149575	Computer	1,100.00	001-7500	Capital Outlay: Machinery and Equipment
				1,100.00		
FASTSIGNS/DAVIE						
	07/05/2017	149674	Computer	958.95	001-7500	Capital Outlay: Machinery and Equipment
				958.95		
FERGUSON ENTERPRISES INC						
	07/05/2017	149576	Computer	451.50	440-0000	Inventory-Materials & Supplies
				160.00	440-0200	R/M-Equipment
				1,590.00	440-0200	R/M-Lift station-materials
				171.42	440-0200	R/M-Structures
				2,372.92		
FISHER SCIENTIFIC COMPANY LLC						
	07/05/2017	149579	Computer	451.68	440-0100	Supplies/Equipment - Laboratory
				451.67	440-0200	Supplies/Equipment - Laboratory

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				903.35		
FLORIDA POWER & LIGHT COMPANY						
	07/05/2017	149581	Computer			
				10,864.02	001-3900	Electricity
				8,519.33	001-4300	Electricity
				5,879.44	001-5500	Electricity
				13,921.57	001-6712	Electricity
				2,217.36	001-7100	Electricity
				919.90	001-7300	Electricity
				46,820.11	001-7500	Electricity
				2,651.11	001-7531	Electricity
				3,886.31	001-7532	Electricity
				1,723.11	001-7533	Electricity
				69,714.02	113-1300	Street/traffic lights
				68,586.99	440-0100	Electricity
				101,893.20	440-0200	Electricity
				3,816.11	449-4922	Electricity
				3,228.37	449-4924	Electricity
				344,640.95		
FUNASTIC GYMNASTIC & YOGA						
	07/05/2017	149546	Computer			
				1,767.20	001-7500	Outside instructors
				1,767.20		
G.M. WATER SERVICES INC						
	07/05/2017	149589	Computer			
				150.00	001-6712	R/M-Maintenance contract
				150.00		
GARMIZO'S INC						
	07/05/2017	149583	Computer			
				495.00	001-7500	R/M-Grounds

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				495.00	
Geico Insurance Company					
	07/05/2017	149584	Computer		
				3,668.15	001-5400 Uninsured liability claims
				3,668.15	
GL DISTRIBUTORS INC					
	07/05/2017	149586	Computer		
				750.00	001-3900 Supplies-Uniforms/Protective gear
				750.00	
GLOBAL TRADING INC					
	07/05/2017	149587	Computer		
				1,223.78	001-4300 Supplies-Uniforms/Protective gear
				205.49	001-4400 Supplies-Uniforms/Protective gear
				1,429.27	
	07/03/2017	70407	Credit		
				-914.00	001-4300 Supplies-Uniforms/Protective gear
				-914.00	
	07/03/2017	70465	Credit		
				-60.59	001-4300 Supplies-Uniforms/Protective gear
				-60.59	
GLOVES INC					
	07/05/2017	149588	Computer		
				2,165.46	001-4300 R/M-Equipment
				2,165.46	
GOLF AGRONOMICS SUPPLY & HANDLING INC					
	07/05/2017	149590	Computer		
				1,565.10	449-4924 R/M-Grounds
				1,565.10	

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GORDON FOOD SERVICE						
	07/05/2017	149585	Computer			
				1,304.36	449-0000	Inventory-Groceries
				57.54	449-4922	Supplies/Materials-Expendable
				27.26	449-4922	Supplies-Janitorial
				1,389.16		
GRAINGER						
	07/05/2017	149592	Computer			
				68.45	001-5900	R/M-Vehicles
				367.78	001-7533	R/M-Structures
				57.12	440-0100	Supplies-Uniforms/Protective gear
				113.40	440-0100	Tools/Under threshold furn/equip
				57.12	440-0200	Supplies-Uniforms/Protective gear
				113.40	440-0200	Tools/Under threshold furn/equip
				777.27		
GRANT'S FARM NURSERY						
	07/05/2017	149593	Computer			
				2,740.00	001-5900	R/M Tree Beautification
				2,740.00		
GRAYBAR ELECTRIC CO						
	07/05/2017	149594	Computer			
				1,054.70	440-0100	Supplies/Materials-Expendable
				1,054.70		
GREEN THUMB LAWN & GARDEN LLC						
	07/05/2017	149595	Computer			
				183.80	001-5500	R/M-Equipment
				233.45	001-7500	R/M-Equipment
				417.25		
GREY HOUSE PUBLISHING INC						
	07/05/2017	149596	Computer			
				163.00	108-0000	Capital Outlay: Books-reference

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				163.00		
GUIDANT MANAGEMENT GROUP LLC						
	07/05/2017	149652	Computer			
				11,620.50	449-4920	Outside service fees
				400.67	449-4921	Outside service fees
				2,138.59	449-4922	Outside service fees
				868.96	449-4923	Outside service fees
				<u>3,673.65</u>	449-4924	Outside service fees
				18,702.37		
HECTOR TURF						
	07/05/2017	149694	Computer			
				76.03	449-4923	R/M-Equipment
				<u>649.45</u>	449-4924	R/M-Vehicles
				725.48		
HOME DEPOT CREDIT SERVICES						
	07/05/2017	149598	Computer			
				11.97	001-2300	Supplies-Office
				7.99	001-3900	Supplies/Materials-Expendable
				8.28	001-4300	R/M-Structures
				231.02	001-5500	R/M-Grounds
				4.98	001-6711	Tools/Under threshold furn/equip
				119.91	001-7500	R/M-Equipment
				7.46	001-7500	R/M-Grounds
				73.36	001-7500	Supplies/Materials-Expendable
				9.99	001-7500	Supplies-Uniforms/Protective gear
				154.36	001-7500	Tools/Under threshold furn/equip
				211.56	001-7532	R/M-Equipment
				21.97	113-1300	Supplies/Materials-Expendable
				19.47	440-0100	Tools/Under threshold furn/equip
				88.23	449-4924	R/M-Grounds
				23.86	449-4924	R/M-Vehicles

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				994.41		
	07/03/2017	5261083	Credit	<u>-23.85</u>	449-4924	R/M-Vehicles
				-23.85		
HOSELINE INC						
	07/05/2017	149599	Computer	<u>236.70</u>	001-4400	R/M-Vehicles
				236.70		
HOWARD FERTILIZER & CHEMICAL CO INC						
	07/05/2017	149600	Computer	<u>2,506.88</u>	449-4924	Supplies-Chemicals
				2,506.88		
HYDRO-STAT INC						
	07/05/2017	149601	Computer	<u>1,080.00</u>	001-4300	Supplies-Uniforms/Protective gear
				1,080.00		
IMAGEMASTER LLC						
	07/05/2017	000014	Computer	<u>2,186.25</u>	317-0000	Issuance Costs
				2,186.25		
IMPERIAL ELECTRIC & LIGHTING						
	07/05/2017	149602	Computer	7.68	001-7500	R/M-Structures
				2.44	001-7533	R/M-Structures
				10.12		
INDUSTRIAL COMMUNICATIONS & ELECTRONICS						
	07/05/2017	149603	Computer	351.96	001-6712	Supplies/Materials-Expendable

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				351.96		
INGRAM LIBRARY SERVICES						
	07/05/2017	149604	Computer			
				38.49	108-0000	Capital Outlay: Audio aids
				262.32	108-0000	Capital Outlay: Books-general collections
				300.81		
INNOVATIVE METERING SOLUTIONS INC						
	07/05/2017	149605	Computer			
				10,733.90	440-0000	Inventory-Materials & Supplies
				10,733.90		
INSIGHT PUBLIC SECTOR INC						
	07/05/2017	149606	Computer			
				7,740.00	001-2300	R/M-Maintenance contract-computers
				196.40	001-5500	Supplies-Office
				7,936.40		
Ivette Reyes						
	07/05/2017	149665	Computer			
				180.00	001-2300	Food and shelter
				30.00	001-2300	Transportation costs
				210.00		
JAMES GABRIONE						
	07/05/2017	149582	Computer			
				30.84	001-0000	Service charge-O-Insurance premiums-Dep
				30.84		
JOHN M. PEREZ						
	07/05/2017	000015	Computer			
				4,038.40	317-0000	Consultants
				4,038.40		
JOHNSTONE SUPPLY						

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	07/05/2017	149608	Computer	16.14	001-3900	R/M-Structures
				16.14		
KAMAN INDUSTRIAL TECHNOLOGIES CORP.						
	07/05/2017	149610	Computer	14.20	001-5600	R/M-Equipment
				14.20		
KATHLEEN CARTER						
	07/05/2017	149551	Computer	3,966.90	001-7533	Outside instructors
				3,966.90		
KHANS NURSERY INC						
	07/05/2017	149611	Computer	3,825.00	001-5900	R/M Tree Beautification
				3,825.00		
KIDOKINETICS						
	07/05/2017	149612	Computer	196.00	001-7500	Outside instructors
				196.00		
KIMBALL MIDWEST						
	07/05/2017	149613	Computer	75.80	001-0000	Inventory-Garage
				12.12	001-1903	R/M-Vehicles
				12.12	001-2300	R/M-Vehicles
				12.12	001-2700	R/M-Vehicles
				12.12	001-3505	R/M-Vehicles
				4.61	001-3900	R/M-Equipment
				12.12	001-3900	R/M-Vehicles
				12.11	001-4700	R/M-Vehicles
				12.11	001-5100	R/M-Vehicles
				4.61	001-5500	R/M-Equipment

City of Plantation
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Check Dates 6/29/2017 to 7/5/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				12.11 001-5500	R/M-Vehicles
				4.61 001-5600	R/M-Equipment
				4.61 001-5900	R/M-Equipment
				12.11 001-5900	R/M-Vehicles
				4.61 001-6711	R/M-Equipment
				12.11 001-6711	R/M-Vehicles
				12.11 001-6712	R/M-Vehicles
				4.61 001-7500	R/M-Equipment
				12.11 001-7500	R/M-Vehicles
				12.11 001-7533	R/M-Vehicles
				4.61 113-1300	R/M-Equipment
				12.11 113-1300	R/M-Vehicles
				8.36 440-0100	R/M-Vehicles
				8.35 440-0200	R/M-Vehicles
				12.11 449-4924	R/M-Vehicles
				230.87 449-4924	Supplies/Materials-Expendable
				4.61 460-5200	R/M-Equipment
				12.10 460-5200	R/M-Vehicles
				554.06	
KNAPHEIDE TRUCK EQUIPMENT COMPANY- SE					
	07/05/2017	149614	Computer		
				53.25 113-1300	R/M-Vehicles
				53.25	
KONICA MINOLTA BUSINESS SOLUTIONS					
	07/05/2017	149616	Computer		
				689.75 001-1903	R/M-Maintenance contract
				689.75	
KUSSMAUL ELECTRONICS CO INC					
	07/05/2017	149617	Computer		
				67.25 001-4300	R/M-Vehicles
				67.25	

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
L & L DISTRIBUTORS INC						
	07/05/2017	149622	Computer			
				128.25	113-1300	R/M-Vehicles
				128.25		
LAKE MASTERS AQUATIC WEED CONTROL INC						
	07/05/2017	149618	Computer			
				239.00	440-0100	R/M-Grounds
				239.00	440-0200	R/M-Grounds
				1,426.00	460-5200	R/M-Maintenance contract
				1,904.00		
LAS HACIENDAS TOWNHOUSE CONDOMINIUM						
	07/05/2017	149515	Computer			
				235.50	001-0000	Suspense
				235.50		
LEHIGH OUTFITTERS LLC						
	07/05/2017	149620	Computer			
				45.47	440-0100	Supplies-Uniforms/Protective gear
				45.47	440-0200	Supplies-Uniforms/Protective gear
				90.94		
LINCOLN AQUATICS						
	07/05/2017	149621	Computer			
				409.71	001-7532	R/M-Equipment
				409.71		
LOYS C ENTERPRISES INC						
	07/05/2017	149623	Computer			
				1,851.25	001-5900	R/M-Grounds
				1,851.25		
LUKES HEAVY TRUCKS & EQUIPMENT						
	07/05/2017	149624	Computer			
				155.60	001-6711	R/M-Equipment

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				155.60	
M & H AUTOMOTIVE INC					
	07/05/2017	149632	Computer		
				407.53	001-0000 Inventory-Garage
				116.95	001-3900 R/M-Equipment
				501.65	001-3900 R/M-Vehicles
				15.39	001-3900 Supplies/Materials-Expendable
				34.99	001-3900 Tools/Under threshold furn/equip
				218.54	001-4300 R/M-Vehicles
				138.21	001-4300 Tools/Under threshold furn/equip
				193.09	001-4400 R/M-Vehicles
				39.98	001-5500 R/M-Vehicles
				61.99	001-5500 Supplies/Materials-Expendable
				39.99	001-5500 Tools/Under threshold furn/equip
				244.90	001-5900 R/M-Equipment
				355.14	001-5900 R/M-Vehicles
				39.99	440-0100 R/M-Vehicles
				40.00	440-0200 R/M-Vehicles
				2,448.34	
	07/03/2017	733895	Credit		
				-69.46	001-4300 R/M-Vehicles
				-69.46	
MAKIR VERTICAL BLINDS INC					
	07/05/2017	149626	Computer		
				7,500.00	001-7500 Capital Outlay: Machinery and Equipment
				7,500.00	
MARATHON HEALTH LLC					
	07/05/2017	149627	Computer		
				1,488.66	001-5300 Allocation Acct-Medical Administrative Costs
				1,488.66	

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
MARTIN GRADY						
	07/05/2017	149591	Computer	1,484.26	001-7532	Outside instructors
				1,484.26		
MASSEY YARDLEY DODGE CHRYSLER JEEP RAM						
	07/05/2017	149628	Computer	347.22	001-0000	Inventory-Garage
				1,629.14	001-3900	R/M-Vehicles
				1,976.36		
	07/03/2017	CM501063	Credit	-50.00	001-3900	R/M-Vehicles
				-50.00		
MCKINSEY STEEL & SUPPLY OF FL INC						
	07/05/2017	149629	Computer	50.00	113-1300	R/M-Equipment
				50.00		
MELISSA DAVIS						
	07/05/2017	149566	Computer	425.00	001-0000	Refunds-Rec Trac System
				425.00		
MELROSE SUPPLY & SALES CORP						
	07/05/2017	149630	Computer	859.49	001-7500	R/M-Grounds
				813.56	001-7531	R/M-Grounds
				206.58	449-4924	R/M-Grounds
				1,879.63		
MICHELLE RATTHE dba						
	07/05/2017	149656	Computer	476.00	001-7500	Outside instructors

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				476.00		
MICROMARKETING LLC						
	07/05/2017	149633	Computer	223.86	108-0000	Capital Outlay: Visual aids
				223.86		
MIDWEST MEDICAL SUPPLY CO LLC						
	07/05/2017	149634	Computer	110.84	001-4400	Supplies-Medical
				110.84		
MN8 FOXFIRE/LUMAWARE SAFETY						
	07/05/2017	149635	Computer	5,212.53	001-4300	Supplies/Materials-Expendable
				5,212.53		
MR ELECTRIC & ASSOCIATES INC						
	07/05/2017	149636	Computer	5,307.52	331-0000	Capital Outlay: Machinery and Equipment
				5,307.52		
MSC INDUSTRIAL SUPPLY CO INC						
	07/05/2017	149637	Computer	161.64	440-0100	R/M-Equipment
				5.49	440-0100	Tools/Under threshold furn/equip
				188.03	440-0200	R/M-Equipment
				5.50	440-0200	Tools/Under threshold furn/equip
				360.66		
NATIONAL LIFT TRUCK SERVICE INC						
	07/05/2017	149639	Computer	15.00	440-0200	R/M-Vehicles
				15.00		
NATIONAL RUST & WATER						

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	07/05/2017	149638	Computer			
				185.76	001-6712	R/M-Maintenance contract
				185.76		
NU-TURF, INC						
	07/05/2017	149640	Computer			
				171.00	001-5900	R/M Tree Beautification
				171.00		
	07/03/2017	49425	Credit			
				-6.00	001-5900	R/M Tree Beautification
				-6.00		
NYTECH SUPPLY CO						
	07/05/2017	149607	Computer			
				87.60	001-0000	Inventory-Garage
				1.93	001-1903	R/M-Tires
				1.93	001-2300	R/M-Tires
				1.93	001-2700	R/M-Tires
				1.93	001-3505	R/M-Tires
				30.80	001-3900	R/M-Tires
				1.93	001-4700	R/M-Tires
				1.92	001-5100	R/M-Tires
				1.92	001-5500	R/M-Tires
				49.90	001-5500	Supplies/Materials-Expendable
				1.92	001-5900	R/M-Tires
				1.92	001-6711	R/M-Tires
				1.92	001-6712	R/M-Tires
				1.92	001-7500	R/M-Tires
				1.92	001-7533	R/M-Tires
				1.93	113-1300	R/M-Tires
				0.97	440-0100	R/M Tires
				0.96	440-0200	R/M Tires
				1.92	449-4924	R/M-Tires
				1.92	460-5200	R/M-Tires

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				199.09		
Occupational Health Dynamics Inc						
	07/05/2017	149641	Computer	330.00	001-4300	R/M-Maintenance contract
				330.00		
OFFICE DEPOT INC						
	07/05/2017	149642	Computer	492.53	001-7500	Supplies-Office
				492.53		
OZINGA SOUTH FLORIDA INC.						
	07/05/2017	149643	Computer	708.00	113-1300	R/M Pavement Program
				708.00		
PATRICIA M MACGOVERN						
	07/05/2017	149625	Computer	180.00	115-6600	Public services
				180.00		
PAUL SMITH						
	07/05/2017	149676	Computer	40.09	001-2300	Transportation costs
				40.09		
PENN CREDIT CORPORATION						
	07/05/2017	149644	Computer	183.24	001-0000	Accounts Payable - Due Penn Credit(EMS)
				412.10	001-0000	Accounts Payable-Due Penn Credit
				595.34		
PET & PLAYGROUND PRODUCTS						
	07/05/2017	149597	Computer	618.33	001-7500	Supplies/Materials-Expendable

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>	<u>Fund/Dept</u>	<u>Description</u>
				618.33	
PHIL SMITH CHEVROLET					
	07/05/2017	149645	Computer		
				<u>126.96</u>	001-7533 R/M-Vehicles
				126.96	
PINK PUSSYCAT FLOWER SHOP INC					
	07/05/2017	149646	Computer		
				<u>48.50</u>	001-2700 Employee Benefits
				48.50	
PITNEY BOWES RESERVE ACCOUNT					
	07/05/2017	149661	Computer		
				<u>5,000.00</u>	001-0000 Inventory-Postage
				5,000.00	
PLANTATION ATHLETIC LEAGUE INC					
	07/05/2017	149647	Computer		
				<u>9,423.00</u>	001-0000 Accounts Payable-Due PAL
				9,423.00	
PLUSCO SUPPLY CORP					
	07/05/2017	149648	Computer		
				<u>565.60</u>	001-7532 R/M-Structures
				565.60	
PORT CONSOLIDATED INC					
	07/05/2017	149649	Computer		
				<u>77.00</u>	440-0200 R/M-Vehicles
				77.00	
PRECISION SMALL ENGINE CO INC					
	07/05/2017	149650	Computer		
				341.33	001-0000 Inventory-Garage
				125.00	001-7500 R/M-Equipment

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				466.33		
PREFERRED IDENTITY PLAN						
	07/05/2017	149651	Computer			
				204.00	880-0000	Accrued Prepaid ID Fraud Protection
				204.00		
PREFERRED LEGAL PLAN						
	07/05/2017	149619	Computer			
				1,064.65	880-0000	Accrued PrePaid Legal
				1,064.65		
PROVIDENT LIFE & ACCIDENT INSURANCE COMPAN						
	07/05/2017	149653	Computer			
				795.60	880-0000	Accrued Life Ins Pay-Unum
				795.60		
PUBLIX SUPERMARKETS INC						
	07/05/2017	149654	Computer			
				76.31	449-0000	Inventory-Groceries
				76.31		
R. L. SCHREIBER INC						
	07/05/2017	149667	Computer			
				63.38	449-0000	Inventory-Groceries
				63.38		
RAPID SECURITY SOLUTIONS, LLC						
	07/05/2017	149655	Computer			
				855.00	440-0100	R/M-Equipment
				855.00		
RECHTIEN INTERNATIONAL TRUCKS INC						
	07/05/2017	149657	Computer			
				85.92	001-0000	Inventory-Garage
				428.68	113-1300	R/M-Vehicles

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				514.60		
	07/03/2017	236137P	Credit	-150.00	113-1300	R/M-Vehicles
				-150.00		
RECREONICS INC						
	07/05/2017	149658	Computer	553.70	001-7532	R/M-Equipment
				553.70		
REGGAEFIT LLC						
	07/05/2017	149659	Computer	158.20	001-7500	Outside instructors
				90.00	115-6600	Public services
				248.20		
RELIANCE STANDARD LIFE INSURANCE CO						
	07/05/2017	149660	Computer	6,314.04	001-5300	Allocation Acct-Life Insurance premium
				7,361.46	001-5300	Allocation Acct-Long-Term Disability Premi
				4,257.41	880-0000	Accrued Life Ins Pay-Reliance Std
				17,932.91		
RESIDEX LLC						
	07/05/2017	149662	Computer	90.00	001-7500	R/M-Grounds
				90.00		
REV RTC INC dba HALL-MARK RTC						
	07/05/2017	149663	Computer	780.41	001-4300	R/M-Vehicles
				390,677.00	001-4400	Capital Outlay: Machinery and Equipment
				888.62	001-4400	R/M-Vehicles
				392,346.03		

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
REXEL INC						
	07/05/2017	149664	Computer	159.43	440-0100	R/M-Equipment
				159.43		
RLJ SERVICES INC						
	07/05/2017	149666	Computer	800.00	449-4924	R/M-Grounds
				800.00		
RUTH STAPLES						
	07/05/2017	149682	Computer	100.00	001-0000	Refunds-Rec Trac System
				100.00		
SAFETY PRODUCTS INC						
	07/05/2017	149668	Computer	359.68	001-0000	Inventory-Central Services
				167.88	001-5500	Supplies-Uniforms/Protective gear
				527.56		
	07/03/2017	386151	Credit	-167.88	001-5500	Supplies-Uniforms/Protective gear
				-167.88		
SAFETY-KLEEN SYSTEMS INC						
	07/05/2017	149669	Computer	57.50	001-3900	R/M-Vehicles
				150.00	001-4300	R/M-Vehicles
				19.16	001-5500	R/M-Maintenance contract
				19.16	001-7500	Supplies/Materials-Expendable
				9.59	440-0100	R/M-Vehicles
				9.59	440-0200	R/M-Vehicles
				265.00		

SANDRA AND HENRY DANIELS

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	07/05/2017	149514	Computer			
				78.50	001-0000	Suspense
				78.50		
SAWGRASS FORD INC						
	07/05/2017	149670	Computer			
				87.68	001-0000	Inventory-Garage
				128.56	001-3900	R/M-Vehicles
				228.28	001-4700	R/M-Vehicles
				67.45	001-7500	R/M-Vehicles
				511.97		
SECURITY PRO SYSTEMS INC						
	07/05/2017	149671	Computer			
				120.00	001-3900	R/M-Maintenance contract
				120.00		
SERVICE PLANNING CORPORATION						
	07/05/2017	149672	Computer			
				36,895.31	001-5300	Allocation Acct-Medical Administrative Costs
				36,895.31		
SETH TROMMER						
	07/05/2017	149699	Computer			
				62.00	001-0000	Refunds-Rec Trac System
				62.00		
SHERWIN WILLIAMS COMPANY						
	07/05/2017	149673	Computer			
				183.95	001-7500	R/M-Structures
				585.36	113-1300	R/M Streets
				769.31		
SIGN A RAMA - DAVIE						
	07/05/2017	149508	Computer			
				90.00	001-0000	Suspense

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				90.00		
SIMONIZ CAR WASH						
	07/05/2017	149675	Computer	39.99	001-4700	R/M-Vehicles
				39.99		
SMORACY LLC						
	07/05/2017	149677	Computer	6,329.26	001-5600	R/M-Equipment
				6,329.26		
	07/03/2017	99593	Credit	-250.83	001-5600	R/M-Equipment
				-250.83		
SOUTHERN LOCK & SUPPLY CO						
	07/05/2017	149678	Computer	213.34	001-7500	Supplies/Materials-Expendable
				213.34		
SPARTAN MOTORS CHASSIS INC						
	07/05/2017	149679	Computer	596.30	001-4400	R/M-Vehicles
				596.30		
SPRINT SOLUTIONS INC						
	07/05/2017	149680	Computer	994.02	001-4300	Communications
				331.31	001-4400	Communications
				1,325.33		
SRT SUPPLY INC						
	07/05/2017	149681	Computer	328.05	118-0000	Capital Outlay: Machinery and Equipment

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				328.05	
STAPLES ADVANTAGE					
	07/05/2017	149683	Computer		
				86.99 001-1500	Supplies-Office
				79.65 001-2700	Supplies-Office
				197.50 001-3900	Supplies-Office
				37.76 001-5900	Supplies-Office
				13.92 001-6712	Supplies/Materials-Expendable
				1,013.17 001-7500	Summer recreation programs
				34.96 001-7533	Supplies-Office
				24.27 440-0100	Supplies/Materials-Expendable
				5.99 440-0100	Supplies-Janitorial
				40.16 440-0100	Supplies-Office
				1,534.37	
STATE OF FLORIDA - DEPT OF FINANCIAL SVCS					
	07/05/2017	149580	Computer		
				7,931.28 001-5300	Allocation Acct-Worker's comp premium
				7,931.28	
STEPHEN BUNTING II					
	07/05/2017	149547	Computer		
				21.00 001-4300	Transportation costs
				21.00	
Steven Keith Merritt					
	07/05/2017	149631	Computer		
				21.00 001-4300	Transportation costs
				21.00	
SUMMIT SECURITY ALARM					
	07/05/2017	149684	Computer		
				3,450.00 001-7500	Capital Outlay: Machinery and Equipment
				3,450.00	

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SUN TRUST BANK						
	07/05/2017	149688	Computer			
				92.50	001-1500	Supplies-Office
				10.42	001-7300	Supplies-Janitorial
				45.00	001-7500	Special events
				162.90	001-7500	Summer recreation programs
				310.82		
SUNNILAND CORPORATION						
	07/05/2017	149685	Computer			
				14,013.72	449-4924	R/M-Grounds
				14,013.72		
SUNTRUST BANK						
	07/05/2017	149686	Computer			
				54.10	001-4700	Outside Service Fees
				54.10		
	07/05/2017	149687	Computer			
				125.00	001-1100	Communications
				64.42	001-1100	General Collection Books
				189.42		
SUPPLYWORKS						
	07/05/2017	149689	Computer			
				664.27	001-3900	Supplies/Materials-Expendable
				129.11	001-3900	Supplies-Janitorial
				66.40	001-4300	Supplies-Janitorial
				2,334.53	001-7500	Supplies/Materials-Expendable
				1,123.62	001-7500	Supplies-Janitorial
				314.11	001-7532	Supplies/Materials-Expendable
				27.00	001-7532	Supplies-Janitorial
				478.57	001-7533	Supplies-Janitorial
				71.67	440-0100	Supplies/Materials-Expendable
				71.67	440-0200	Supplies/Materials-Expendable

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<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				404.33	449-4922	Supplies/Materials-Expendable
				42.50	449-4922	Supplies-Janitorial
				100.84	449-4923	Supplies/Materials-Expendable
				5,828.62		
	07/03/2017	405169053	Credit	-48.55	001-7500	Supplies/Materials-Expendable
				-48.55		
SUPREME INTERNATIONAL LLC						
	07/05/2017	149690	Computer	1,031.38	449-4923	Supplies-Uniforms/Protective gear
				1,031.38		
SUSIE WILLIAMS						
	07/05/2017	149714	Computer	500.00	001-0000	Refunds-Rec Trac System
				500.00		
SYNALOVSKI ROMANIK SAYE LLC						
	07/05/2017	149691	Computer	14,646.20	313-0000	Capital Outlay: Buildings
				14,646.20		
TECH AIR INC						
	07/05/2017	149692	Computer	508.59	001-3900	R/M-Equipment
				508.59		
TENZINGA						
	07/05/2017	149693	Computer	50.00	001-3900	Personnel Training-Non 2nd dollar
				50.00		
THE FILTER STORE INC						
	07/05/2017	149578	Computer			

City of Plantation
Check & Credit Register Detail
Check Dates 6/29/2017 to 7/5/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
				450.60	001-3900	R/M-Structures
				117.84	001-4300	R/M-Structures
				117.00	001-5500	R/M-Structures
				302.52	001-6712	R/M-Structures
				70.92	001-7300	R/M-Structures
				1,144.68	001-7500	R/M-Structures
				43.80	001-7531	R/M-Structures
				112.80	440-0100	R/M-Maintenance contract
				49.32	440-0200	R/M-Maintenance contract
				43.02	449-4924	R/M-Structures
				2,452.50		
TIRESOLES OF BROWARD INC						
	07/05/2017	149695	Computer			
				917.12	113-1300	R/M-Tires
				3,488.80	440-0200	R/M Tires
				4,405.92		
T-MOBILE						
	07/05/2017	149696	Computer			
				102.15	001-1903	Communications
				34.05	001-2300	Communications
				121.61	001-4700	Communications
				257.81		
	07/05/2017	149697	Computer			
				319.76	001-4700	Communications
				319.76		
	07/05/2017	149698	Computer			
				750.45	001-5500	Communications
				11.13	001-5900	Communications
				70.00	001-6712	Communications
				831.58		

City of Plantation
Check & Credit Register Detail
Check Dates 6/29/2017 to 7/5/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
TRULY NOLEN OF AMERICA INC						
	07/05/2017	149700	Computer			
				360.00	449-4920	R/M-Maintenance contract
				360.00		
TRUSTMARK VOLUNTARY BENEFITS SOLUTIONS IN						
	07/05/2017	149701	Computer			
				18,981.80	880-0000	Accrued Trustmark Ins Pay
				18,981.80		
TT&S INC						
	07/05/2017	149702	Computer			
				25.00	001-7533	Supplies-Office
				25.00		
TV DIVERSIFIED LLC						
	07/05/2017	149703	Computer			
				57,137.59	443-0000	CIP - Lift Station #66 Replacement
				57,137.59		
U.S. BANK NATIONAL ASSOCIATION						
	07/05/2017	000016	Computer			
				3,750.00	317-0000	Issuance Costs
				3,750.00		
ULINE INC						
	07/05/2017	149704	Computer			
				234.00	440-0100	Supplies/Materials-Expendable
				234.00	440-0200	Supplies/Materials-Expendable
				468.00		
UNITED HEALTHCARE INSURANCE CO						
	07/05/2017	149705	Computer			
				37,268.88	001-5300	Allocation Acct-Medical Administrative Costs
				37,268.88		

City of Plantation
Check & Credit Register Detail
Check Dates 6/29/2017 to 7/5/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
UNITED LIGHTING SALES INC						
	07/05/2017	149706	Computer			
				64.75	001-7300	Supplies-Janitorial
				132.90	001-7500	R/M-Structures
				197.65		
UNITED PARCEL SERVICE INC						
	07/05/2017	149707	Computer			
				173.86	001-4300	Postage/shipping charges
				13.39	001-5500	Postage/shipping charges
				4.88	440-0100	Postage/shipping charges
				4.88	440-0200	Postage/shipping charges
				197.01		
US HEALTHWORKS MEDICAL GROUP OF FL INC						
	07/05/2017	149708	Computer			
				47.00	001-4300	Employment testing services
				47.00	001-5500	Employment testing services
				94.00		
WALKER CANVAS AWNINGS INC						
	07/05/2017	149709	Computer			
				1,300.00	001-7531	R/M-Structures
				1,300.00		
WALKER PROCESS EQUIPMENT						
	07/05/2017	149710	Computer			
				5,488.28	440-0200	R/M-Equipment
				5,488.28		
WALMART COMMUNITY						
	07/05/2017	149509	Computer			
				175.35	001-0000	Suspense
				175.35		
WEBLEY & CLARKE, P.A. TRUST ACCT AND						

City of Plantation
Check & Credit Register Detail
Check Dates 6/29/2017 to 7/5/2017



<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
	07/05/2017	149711	Computer	4,000.00	001-5400	Uninsured liability claims
				4,000.00		
WEEKLEY ASPHALT PAVING INC						
	07/05/2017	149712	Computer	324.08	440-0100	R/M-Grounds
				204.88	440-0200	R/M-Grounds
				528.96		
WEST CONSTRUCTION INC						
	07/05/2017	149713	Computer	54,381.22	313-0000	Capital Outlay: Buildings
				54,381.22		
PORT CONSOLIDATED INC						
	06/29/2017	00000000000219927	Manual	15,837.16	001-0000	Inventory-Gasoline PW
				15,837.16		
	06/29/2017	00000000000219928	Manual	642.32	449-0000	Inventory-Diesel (Dyed)
				677.94	449-0000	Inventory-Gasoline
				1,320.26		
UNITED HEALTHCARE						
	06/30/2017	W00000000000219946	Manual	143,982.14	001-5300	Allocation Acct-Medical Claims
				85,374.07	001-5300	Allocation Acct-Medical prescriptions
				229,356.21		

Sum of Computer Checks	2,445,157.86
Sum of Manual Checks	246,513.63
Total	<u>2,691,671.49</u>

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 6/29/2017 to 7/5/2017**

<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
001	General Fund	863,911.86	245,193.37	-1,808.45	1,107,296.78
108	Library Board	1,055.24			1,055.24
113	Road and Traffic Control	73,036.69		-353.27	72,683.42
115	Community Dev Block Grant	450.00			450.00
116	State Forfeitures	14,130.68			14,130.68
118	Federal Forfeitures	328.05			328.05
125		46,896.00			46,896.00
313	2013 Note Construction	69,027.42			69,027.42
317	2017 Ad Val Bond Construction	1,015,857.64			1,015,857.64
331	Designated Capital Improve/Res	5,307.52			5,307.52
440	Utility Operations	205,536.56			205,536.56
443	Utility Repair & Replacement	57,137.59			57,137.59
449	Plantation Preserve	54,067.99	1,320.26	-23.85	55,364.40
460	Stormwater	1,789.28			1,789.28
880	Pooled Cash & Investments	38,810.91			38,810.91
		<u>2,447,343.43</u>	<u>246,513.63</u>	<u>-2,185.57</u>	<u>2,691,671.49</u>

**Plantation City
Council Meeting
Agenda**

**Notice of City
Council Meeting**

Wednesday, July 12, 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 June 29, 2017 through July 5, 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 June 29, 2017 through July 5, 2017 for the City of Plantation's Community Redevelopment District

ATTACHMENTS:

Description	Upload Date	Type
BILL LIST - CRA - COVER & WEEK 1	7/5/2017	Cover Memo
BILL LIST - CRA - WEEK 2	7/5/2017	Cover Memo

RESOLUTION NO. _____

A RESOLUTION APPROVING THE EXPENDITURES AND
APPROPRIATIONS REFLECTED IN THE WEEKLY EXPENDITURE REPORT
FOR THE PERIOD June 22, 2017 THROUGH July 05, 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, July 12, 2017.

SIGNED BY THE CHAIRMAN THIS Wednesday, July 12, 2017.

Chairperson

ATTEST:

City Clerk

Approval:

Finance

Date

Administration

Date

Plantation Community Redevelopment Agency
Payroll Summary By Fund/Department
Check Dates 6/22/2017 to 6/28/2017



<u>Fund</u>		<u>Department</u>	<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
110	Community Redevelopment Agency	1000 Community Redevelopment Agency	2,901.07	720.81	2,180.26
			<u>2,901.07</u>	<u>720.81</u>	<u>2,180.26</u>

Plantation Community Redevelopment Agency
Payroll Summary By Fund
Check Dates 6/22/2017 to 6/28/2017



<u>Fund</u>		<u>Gross Wages</u>	<u>Deductions</u>	<u>Net Wages</u>
110	Community Redevelopment Agency	2,901.07	720.81	2,180.26
		<u>2,901.07</u>	<u>720.81</u>	<u>2,180.26</u>

Plantation Community Redevelopment Agency

Computer Check Register

Check Dates 6/29/2017 to 7/5/2017



<u>Check</u>	<u>Vendor</u>	<u>Checks Voided</u>	<u>Amount</u>	<u>Check Date</u>
149718	ULINE INC		289.26	07/05/2017
			<u>289.26</u>	

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 6/29/2017 to 7/5/2017**

<u>Vendor</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Type</u>		<u>Fund/Dept</u>	<u>Description</u>
ULINE INC	07/05/2017	149718	Computer			
				289.26	110-1000	Supplies-Office
				289.26		
		Sum of Computer Checks		289.26		
		Sum of Manual Checks				
		Total		289.26		

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 6/29/2017 to 7/5/2017



<u>Fund</u>	<u>Fund Name</u>	<u>Computer Checks</u>	<u>Manual Checks</u>	<u>Credits</u>	<u>Total</u>
110	Community Redevelopment Agency	289.26			289.26
		<u><u>289.26</u></u>			<u><u>289.26</u></u>

**Plantation City
Council Meeting
Agenda**

**Notice of City
Council Meeting**

Wednesday, July 12, 2017 ~ 7:30 PM



City of Plantation
City Council Chambers

Subject:

Discussion regarding Legal Fees for Hyatt Matter

Summary:

Council discussion regarding the Legal fees incurred in addressing the Public Safety/Nuisance Complaints for Holiday Light Display at the Hyatts' Property.

Prepared By:

Pamela Ponce de Leon

ATTACHMENTS:

Description

Cover Memo

Upload Date

7/5/2017

Type

Cover Memo

MEMORANDUM

To: Mayor and Members of the City Council

From: Horace McHugh, Chief Administrative Officer

Date: July 12, 2017

Re: Discussion regarding Legal Fees for Hyatt Matter

Copies: Donald J. Lunny, Jr., City Attorney

At the May 10th, 2017 Council meeting, there was a request by Councilmember Fadgen to initiate an audit of the City's legal fees related to the City's cases with the Hyatts. There was additional discussion on this matter at the May 24th, 2017 meeting, with Councilmember Stoner offering another option for performing an audit. The Mayor was not present at the May 24th meeting and it was Council's consensus to defer further discussion until all members of the Council was present. Due to scheduled absence by individual Councilmembers, there was not a full Council at any of the June meetings.

As such, consistent with the desire to have the entire Council present for discussion, this item is being returned for Council deliberation at the July 12th Council meeting. Staff will make a brief presentation prior to Council deliberations on this matter.



City of Plantation
City Council Chambers

Subject:

Clarification of the role of a “Strong Mayor” to appoint/remove Charter Officials

Summary:

Clarification of the role of a “Strong Mayor” to appoint/remove the City's Charter Officials and discussion on a potential request (and draft letter) seeking clarification from the Attorney General’s Office.

Item Description:

At this May 10th, 2017 Council meeting, there was discussion regarding the Council’s ability to replace an existing Charter Officer. At that time, the Mayor repeated her opinion that the Charter provide her with that privilege. She reminded that since there are conflicting views from Councilmembers she had sought the clarification of the Attorney General’s Office and had previously notified Council that such a request needs to enjoy the support of a majority of the City Council since both the Mayor’s authority and Council’s authority are involved. This information was provided to Council in a January 25th, 2017 memorandum from the Mayor (Exhibit 5), however no action was taken by the Council at that time. Since the issue was again being raised, the Mayor indicated that she would return to the Council with the pertinent information.

Attached is a draft letter making this request from the Attorney General. Please review, discuss and approve draft letter.

Funding:

N/A

Amount:

N/A

Prepared By:

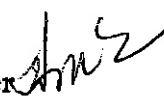
Pamela Ponce de Leon

ATTACHMENTS:

Description	Upload Date	Type
Revised cover memo	7/11/2017	Cover Memo
Part 1	7/11/2017	Backup Material
Part 2	7/11/2017	Backup Material
Part 3	7/11/2017	Backup Material
Part 4	7/11/2017	Backup Material
Part 5	7/11/2017	Backup Material
Part 6	7/11/2017	Backup Material
Part 7	7/11/2017	Backup Material
Part 8	7/11/2017	Backup Material
Part 9	7/11/2017	Backup Material

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Horace McHugh, Chief Administrative Officer 

DATE: July 12, 2017

SUBJECT: Clarification of the role of a "Strong Mayor" to appoint/remove Charter Officials

COPIES: Donald J. Lunny, Jr., City Attorney

At this May 10th, 2017 Council meeting, there was discussion regarding the Council's ability to replace an existing Charter Officer. At that time, the Mayor repeated her opinion that the Charter provide her with that privilege. She reminded that since there are conflicting views from Councilmembers she had sought the clarification of the Attorney General's Office and had previously notified Council that such a request needs to enjoy the support of a majority of the City Council since both the Mayor's authority and Council's authority are involved. This information was provided to Council in a January 25th, 2017 memorandum from the Mayor (Exhibit 5), however no action was taken by the Council at that time.

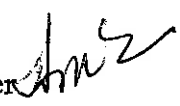
Since the issue was again being raised, the Mayor indicated that she would return to the Council with the pertinent information. Attached is a draft letter making this request from the Attorney General. Please review, discuss and approve draft letter.

Attachments:

- Attachment 1** – Draft Letter to the Attorney General
- Exhibit 1** – December 14, 2016 Clarification request to the Attorney General
- Exhibit 2** – Summary of actions taken by prior Council & Electorate
- Exhibit 3** – Response from the Attorney General's Office
- Exhibit 4** – January 23rd, 2017 summary from City Attorney to Mayor
- Exhibit 5** – January 24th, 2017 memorandum from Mayor to Council, with summary actions.
- Exhibit 6** – Council Certificate

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Horace McHugh, Chief Administrative Officer 

DATE: July 12, 2017

SUBJECT: Clarification of the role of a "Strong Mayor" to appoint/remove Charter Officials

COPIES: Donald J. Lunny, Jr., City Attorney

At this May 10th, 2017 Council meeting, there was discussion regarding the Council's ability to replace an existing Charter Officer. At that time, the Mayor repeated her opinion that the Charter provide her with that privilege. She reminded that since there are conflicting views from Councilmembers she had sought the clarification of the Attorney General's Office and had previously notified Council that such a request needs to enjoy the support of a majority of the City Council since both the Mayor's authority and Council's authority are involved. This information was provided to Council in a January 25th, 2017 memorandum from the Mayor (Exhibit 5), however no action was taken by the Council at that time.

Since the issue was again being raised, the Mayor indicated that she would return to the Council with the pertinent information. Attached is a draft letter making this request from the Attorney General. Please review, discuss and approve draft letter.

Attachments:

- Attachment 1** – Draft Letter to the Attorney General
- Exhibit 1** – December 14, 2016 Clarification request to the Attorney General
- Exhibit 2** – Summary of actions taken by prior Council & Electorate
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- Exhibit 4** – January 23rd, 2017 summary from City Attorney to Mayor
- Exhibit 5** – January 24th, 2017 memorandum from Mayor to Council, with summary actions.
- Exhibit 6** – Council Certificate

Attachment 1

OFFICE OF THE MAYOR

Diane Veltri Bendekovic,
Mayor



CITY COUNCIL

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

May 17, 2017

Ms. Pam Bondi
Office of Attorney General
State of Florida
The Capitol PL-10
Tallahassee, FL 32399-1050

Re: Request for Clarification of the role of a "Strong Mayor" to appoint/remove Charter Officials

Dear Ms. Bondi,

On December 14th, 2016 I sent a letter to you (**Exhibit 1**), requesting clarification of my authority to appoint/remove Charter Officials, as authorized by the City Charter under Plantation's "Strong-Mayor" form of government. This request was accompanied by additional supporting documentation (**Exhibit 2**), that provided a background of the Plantation's Charter and actions taken by previous City Council to address this matter. Director Lagran Saunders in your office provided a response (**Exhibit 3**).

In Mr. Saunder's response letter of January 9th, 2017 he declined to render an opinion on my request for clarification on the validity of Sec.2-143 & Sec. 2-144 of Plantation City Code. His correspondence stated the reason for declining was that a majority of the members of the City Council would have to request such an opinion on the matter. Director Saunders further suggested a more appropriate phrasing of the questions to elicit the review that was desired. Upon receipt of Director Saunder's letter, a conference called was conducted with Director Saunders, Plantation's City Attorney Donald Lunny, Jr., and myself on January 17th, 2017 for a more comprehensive understanding of the decision to decline rendering an opinion.

The City Attorney summarized the legal considerations and provided a summary in his January 23, 2107 memorandum to me (**Exhibit 4**). These proceeding actions were summarized and presented to the City Council in a January 24th, 2017 memorandum to them (**Exhibit 5**).

Based on the letter and conversation with Director Saunders, the request for clarification is being revised as follows:

1. *Is Ordinance No. 637 a valid enactment under the Municipal Home Rule Powers Act given that it was not approved by a referendum of voters?*
2. *As applied to the Charter Office of City Attorney is Ordinance 920 a valid enactment under the Municipal Home Rule Powers Act given that it was not approved by a referendum of the voters?*

These questions and related discussion were presented to the City Council at the June 14th, 2017 meeting, and there was unanimous support for seeking this clarification from your office. In the absence of the adopted minutes of the meeting, I have attached an affidavit certifying to this statement (Exhibit 6).

Your review of this matter and clarification on the impact of Ordinance No. 637 and Ordinance 920 would be appreciated. It is our hope that your opinion will furnish the accuracy needed to continue the City's operations in a manner that is consistent with the direction authorized by the residents in the City Charter.

If at any time your office needs additional information, please feel free to my office at mayor@plantation.org, or 954-797-2221.

Sincerely,

Diane Veltri Bendekovic
Mayor, City of Plantation

CC: City Councilmembers
Donald J. Lunny, City Attorney

Exhibit 1

OFFICE OF THE MAYOR
Diane Veltri Bandekovic,
Mayor



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

December 14, 2016

Ms. Pam Bondi
Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

Re: Request for Clarification on the validity of Sec. 2-143 & Sec 2-144 of Plantation City Code

Dear Ms. Bondi,

The City of Plantation has a "Strong Mayor" form of government based on our adopted City Charter. As Mayor in a "Strong Mayor" form of government, the duties, powers and responsibilities of my office are governed by the authority provided in the City Charter.

Based on my interpretation of the City Charter, it is my understanding that it provides the Office of the Mayor the privilege to appoint five Charter officers (City Clerk, Chief Of Police, City Attorney, Assessor and Tax Collector) subject to Council's ratification. The City Charter also limits Council's participation in removal of charter officers to taking action only after suspension of said officers by the Mayor, or if authorized by revision of the City Charter.

Previous Councils have adopted ordinances that would have modified the role of the Mayor and the City Council in the appointment and removal of the charter officers, but these ordinances are in conflict with the City Charter. Additionally, the positions stipulated in these ordinances were not approved by a referendum of the voters.

With current conflicts between the City Charter and existing ordinances, I am seeking clarification on the responsibility for appointment and removal of charter officers. Attached is a memorandum from Donald J. Lunny, Jr., City Attorney, which provides relevant materials and history on the matter. Since this matter could potentially impact the authority to remove the City Attorney, the legal opinions of the City Attorney on this matter may be viewed with bias by some. As such, I am seeking an opinion from the Office of the Attorney General in this matter, since that opinion

Request for Clarification on the validity
of Sec. 2-143 & Sec 2-144 of Plantation City Code
Page 2

would be legally based, while simultaneously viewed as neutral. More specifically, the clarification requested is:

- Given the facts and circumstances as set forth in the attached documentation, is the City of Plantation's Ordinance No. 637 (and its codification of Plantation City Code Sections 2-143 and 2-144) valid, since the revisions were never approved by referendum?
- Given the facts and circumstances as set forth in the attached documentation, are the provisions of the City of Plantation's Ordinance No. 920 (and its codification as Section 2-126) - only as it applies to the City Attorney serving "at the pleasure of the City Council" - valid, since the revisions were never approved by referendum?

Your prompt review of this matter would be appreciated, since it is anticipated that Council will have discussions on these appointment powers in the near future. Your opinion is of the utmost importance to operation of the City consistent with the provisions of the City Charter and will furnish me the accuracy needed to share with the Council.

If at any time your office needs additional information, please feel free to contact me at mayor@plantation.org or 954-797-2221. You may also contact Horace McHugh, the City's Chief Administrative Officer at hmcHugh@plantation.org or 954-797-2212.


Sincerely,

Diane Veltri Bendekovic
Diane Veltri Bendekovic
Mayor

Exhibit 2

MEMORANDUM

To: Mayor Bendekovic

From: Donald J. Lunny, Jr., City Attorney 

Date: December 14, 2016

Re: Seeking an Opinion from the Florida Attorney General about the Invalidity of Sec. 2-143, Plantation City Code and Sec. 2-144, Plantation City Code and Section 2-123, Plantation City Code (-- only as to the Charter Office of City Attorney), and the preservation of Mayoral Charter Powers with respect to the City Attorney.

Introduction and Summary

You have requested my advice as to whether the City Council can adopt a motion binding on the City which would require the City to solicit competitive proposals for the position of Plantation City Attorney. As I understand your question, the purpose of the Request for Proposals would be to determine which of the prospective candidates submitting proposals in response to such Request for Proposals should become the next City Attorney. This motion, you have stated, would presuppose that the current City Attorney serves at the pleasure of a majority of the City Council (as is stated in Sections 2-143 and 2-126, Plantation City Code) such that the position can become vacant based on a majority vote of the City Council, and further, that the procedures in Section 2-144, Plantation City Code are valid (this latter Code Section addresses how vacancies in the Office of the City Attorney are filled).

This question raises various issues concerning the City Charter and Code and the nature of the position of City Attorney of Plantation. I have advised you that in my considered view, such a motion would be contrary to the Plantation City Charter, and that Sections 2-143 and 2-144 are not valid; however, I have also advised you that the public may perceive any views I may have on this subject to be influenced by the fact that I am the current City Attorney, and this perception may affect the public's willingness to accept my views. Further I have advised that if you were to seek an opinion from a different lawyer, any opinion you receive would likewise be "tainted" by perceptions of self-interest (unless such lawyer would agree in advance to never represent Plantation). Finally, I have advised you that while lawyers can and do render opinions, these do not constitute "legal authority". For these reasons, I have encouraged you to seek a formal Opinion from the Office of Attorney General of Florida. The Office of the Attorney General should be perceived as being "neutral" with respect to this topic, and any Opinion it renders would constitute legal authority on the matter.

In order for you to determine whether to seek an Opinion from the Office of Attorney General of Florida, you have requested that I set forth the relevant history of the City's various

Charter and Code provisions, the basis for my conclusions, and the questions that you might wish be addressed by the Office of Attorney General of Florida.

Relevant History

1. The Municipal Home Rule Powers Act (the "Act") became effective in 1973. In relevant part, Subsection 166.021(4), Florida Statutes, prevents a City from changing the distribution of powers among elected officers or changing the City's form of government without a referendum approved by the voters:

"(4) The provisions of this section shall be so construed as to secure for municipalities the broad exercise of home rule powers granted by the constitution. It is the further intent of the Legislature to extend to municipalities the exercise of powers for municipal governmental, corporate, or proprietary purposes not expressly prohibited by the constitution, general or special law, or county charter and to remove any limitations, judicially imposed or otherwise, on the exercise of home rule powers other than those so expressly prohibited. However, nothing in this act shall be construed to permit any changes in a special law or municipal charter which affect the exercise of extraterritorial powers or which affect an area which includes lands within and without a municipality or any changes in a special law or municipal charter which affect the creation or existence of a municipality, the terms of elected officers and the manner of their election except for the selection of election dates and qualifying periods for candidates and for changes in terms of office necessitated by such changes in election dates, the distribution of powers among elected officers, matters prescribed by the charter relating to appointive boards, any change in the form of government, or any rights of municipal employees, without approval by referendum of the electors as provided in s. 166.031. Any other limitation of power upon any municipality contained in any municipal charter enacted or adopted prior to July 1, 1973, is hereby nullified and repealed." (emph. supp.)

2. The position of City Attorney is a Charter Officer in Plantation. Immediately prior to the Act, Plantation's Charter vested the Mayor the right to appoint the City Attorney, subject to the approval of the City Council. Section 13 of the Charter stated:

"Section 13. Officers. The Mayor, subject to approval by the City Council, shall appoint the following officers: a City Attorney, a City Clerk, a Chief of Police, an Assessor and Tax Collector. Any person may hold more than one of such offices. The salary of such officers shall be determined by the City Council.¹"

¹ Section 13 of the City Charter is not presently codified because it was removed by the Code Editor after the Ordinances discussed herein were enacted. The balance of the Charter's Sections were re-numbered (i.e. original Section 15 became Section 14, etc.). Pursuant to changes in Florida's Constitution and Statutory law which occurred after the City's original Charter became effective in 1953, Broward County performs the functions of Tax Collector and the Broward County Property Appraiser appraises property for such purposes.

3. The City's Charter also provided before the Act that the City Council had the power to remove Charter Officers *only for cause*, and *only after* a Mayoral suspension for cause. Charter Section 15 stated:

"Section 15. Mayor. It shall be the duty of the Mayor to attend all meetings of the City Council - - to see that all ordinances are executed; he shall appoint persons to perform, temporarily, the duties of any disabled or suspended appointed officer. It shall be his duty to suspend any appointed officer except Councilmen, at any time for gross neglect or dereliction of duty; provided however, that the grounds for suspension of a police officer (excluding the Chief of Police who is a Charter officer by virtue of Section 13 of the City Charter of the City of Plantation) shall also include the following: incompetency, neglect of duty, drunkenness, immorality, failure to obey orders given by proper authorities, insubordination, or any other just or reasonable cause, at the same time notifying such officer or police officer in writing that cause of the suspension and giving him notice to appear at the next regular meeting of the Council and answer thereto. That when said meeting shall be held, to report such suspension and the cause thereof. If the Council deems the cause sufficient for removal, it shall remove the suspended officer and the vacancy shall be filled as herein prescribed. The Mayor shall, from time to time, communicate in writing to the City Council such information, and recommend such measures touching the public service and the best interests of the town as he may deem proper. He shall have general supervision over all town affairs and officers, except councilmen, and may examine into the condition of their offices, books, records and papers, thereof and therein, and the manner of conducting their official business, and shall perform such other duties as the ordinances of said town may require.

The Mayor shall be the chief executive officer of the City and shall see that the provisions of this Charter, ordinances, laws and rules of the City are complied with, and enforced; he shall put down riots and unlawful assemblies, and may use the police power of the City for such purposes, and shall see that peace, good order, safety and good morals are preserved within the City. He shall have no vote on any resolution or ordinance except in case there is an absence or disability of one Councilman and a tie vote results among the remaining four (4) Councilmen, but he shall have the power to veto any ordinance or resolution of the City Council in which event such resolution or ordinance shall not become effective until passed over his veto by a four-fifths vote of the City Council.

The President of the City Council, during the absence or disability of the Mayor, shall act as such Mayor, but while so acting as such Mayor, he shall not act or vote as a member of the City Council, except to the same extent as the Mayor could have voted. The City Council shall elect a President pro tem to serve while the President of the City Council is acting as Mayor." (Emph. Supp.)

4. Prior to the Act, the City Charter did not contain any provisions which stated that the Charter Officers serve at the pleasure of a majority of the City Council.²
5. Ordinance 637 was adopted in 1976 (and thus after the Act). A copy of this Ordinance is attached as Exhibit "1". The purpose of this Ordinance was to abolish the Charter Office of the City Attorney pursuant to Section 166.031(5), Florida Statutes, create a "Legal Department", provide that the Department Head of such Department serves at the pleasure of a majority of the City Council, and provide a mechanism for filling vacancies in the position of City Attorney. The second and third "Whereas" recitals in such Ordinance read as follows:

"WHEREAS, Section 166.031 (5) Florida Statutes, being part of the "Municipal Home Powers Act" provides that a municipality may be the unanimous vote of its governing body abolish municipal departments provided for in its Charter; and

² Notably, Section 10 of the City Charter empowers the Council to designate offices, departments or divisions not otherwise established by the City Charter.

"Section 10. Appointing Powers. "The City Council shall have the power to designate or create such offices, departments, or divisions, other than those provided herein, as may be necessary for the administration of the affairs of the City; to provide the duties and powers of the officers and employees of such office, department or division; provide for the appointment and fix salary or compensation of such officers or employees." (Emph. Supp.)

Section 11 of the Charter vests the Council with all powers of the City except those that are vested in the Mayor:

"Section 11. Powers Enumerated. "All powers of the City, except such as are vested in the Mayor and except as otherwise provided in this Charter or the Constitution of the State of Florida are hereby vested in the City Council. The City Council may, by ordinance or resolution, prescribe the manner in which any power of the City may be exercised. The Council shall be the judge of the election and qualification of its own members. The Council may determine its own rule of procedure and punish its own members for misconduct. If the Mayor or any Councilman shall fail to attend meetings for a consecutive period of three (3) months, he may be relieved of his office by a majority vote of the Council. A majority of the members of the Council shall constitute a quorum."

WHEREAS, the City Council of Plantation, the governing body of said City, does unanimously wish to abolish the City's Legal Department, also known as the office of the City Attorney, from the municipal charter and remove its department head from being an appointive office of the Mayor subject to the ratification of the City Council so as to provide that the office of the City Attorney may be selected by a procedure similar to that now provided for the acquisition of certain other professional services under Section 287.055 Florida Statutes, commonly known as the "Consultants' Competitive Negotiations Act", and to otherwise provide that the office of the City Attorney so selected shall thereafter continue to serve the City at the pleasure of a majority of the governing body of the City of Plantation; "

6. Ordinance No. 637 was not approved by a referendum of the voters.
7. As a result of Ordinance No. 637, Plantation's Code today contains provisions which indicate that the City Attorney and designated Assistant City Attorney "*serve at the pleasure of a majority of the City Council*", and which set forth a procedure for filling vacancies in the Office of City Attorney. In relevant part, Sections 2-126 and 2-143, Plantation City Code, currently read as follows:

"Sec. 2-143. - Continuation of terms of attorneys.

The designated city attorney and designated assistant city attorneys shall hereafter continue to serve as the legal department of the city at the pleasure of the majority of the city council.

Sec. 2-144. - Procedure for filling vacancy in office of city attorney.

Whenever a vacancy occurs in the office of the city attorney, the same shall be filled by the following procedures, which are deemed to substantially comply with the intent of the Consultants' Competitive Negotiation Act, F.S. section 287.055:

- (1) The mayor shall cause an advertisement to be placed in a daily newspaper of general circulation in the city, and shall use such other means as he deems appropriate to give notice that the city is seeking resumes for a stipulated period of time from attorneys qualified to practice law in the state who are members in good standing of The Florida Bar and who wish to consider employment as the designated city attorney.*
- (2) The mayor shall review all resumes timely submitted to him and decide on which of the lawyers submitting such resumes he shall interview.*

- (3) Following such interviews, the mayor shall certify not less than three (3) applicants to the city council for interview as being suitable for his appointment and ratification by the council.*
 - (4) Following such interviews by the city council, the elected body shall establish a priority of preference and shall then attempt to negotiate a satisfactory employment arrangement with the applicant having first priority at a price and on such terms as the city council determines to be fair, competitive and reasonable; and failing to reach accord on such employment the city council shall then undertake similar negotiations with the second most qualified applicant; and failing accord with the second most qualified applicant, the city council shall undertake negotiations with the third most qualified applicant and similarly proceed to negotiate with all qualified applicants in the order of their priority until a satisfactory employment agreement can be achieved.*
 - (5) Should the city council be unable to negotiate a satisfactory employment contract with any of the initially selected applicants, a secondary list of applicants interviewed by the mayor shall be submitted to the city council for interviews, with negotiations to be conducted by the council on such priority basis until a satisfactory employment contract can be reached.*
 - (6) Should the mayor and city council deem it necessary to designate a temporary department head for the city's legal department, following a vacancy occurring in the department, and while the foregoing selection procedure is being conducted, the mayor shall appoint, subject to the ratification of a majority of the city council, a temporary department head for the city's legal department to serve for such compensation as the majority of the city council deems fair and reasonable until the selection of a designated department head for the city's legal department pursuant to the foregoing selection procedures."*
8. Ordinance No. 920 became effective on March 5, 1980, and thus after the Act became effective. Among other things, it contains recitals that the Charter Office of the City Attorney had been abolished by Ordinance No. 637, confirms the existence of the resulting "Legal Department," names as Department Head of the Legal Department the "City Attorney", and also states that Department Heads shall serve "*at the pleasure of the majority of the majority of the elected officials (the governing body of the City of Plantation)*". A copy of this Ordinance is attached as Exhibit "2". The foregoing provisions of City Ordinance No. 920 are presently codified as Sec. 2-126, Plantation City Code, except that the last sentence of such Code Section has been editorially rephrased to read:

"All Department Heads shall serve in such supervisory office at the pleasure of the majority of the City Council."

9. Ordinance No. 920 was not approved by a referendum of the voters.
10. On November 7, 1991, the former City Attorney advised the Mayor and City Council that Section 2-144 was void because such Code provision emanated from an Ordinance which was not approved by a referendum of the voters, and because such Ordinance altered the Pre-Act Charter provisions concerning the distribution of powers among elected officials. This Opinion also characterized Ordinance No. 637 and Ordinance No. 920 as being void and of no effect. A copy of this Opinion is attached as Exhibit "3". This means that the Code provisions emanating from such Ordinances (i.e. Sections 2-143, 2-144, and Section 2-126 (only as Section 2-126 affects Charter Officers) were also void. The 1991 Opinion clarifies an earlier 1990 Memorandum Opinion of the former City Attorney, a copy of which is attached as Exhibit "4".³
11. In Op. Att'y. Gen. Fla. 08-38 (2008), the Attorney General opined that Subsection 166.031 (5), Florida Statutes, would not authorize a municipality to unanimously adopt an Ordinance removing a Charter Office from a municipal Charter, determining instead that a referendum approved by the voters would be required. The Florida Attorney General narrowly read Subsection 166.031 (5), Florida Statutes, to apply to Charter "Departments" as opposed to Charter "Offices". See Exhibit "5".
12. In 2014, The City's governing body adopted Ordinance No. 2503 which proposed to the electorate changing the City's form of governance from that of "Strong-Mayor" to that of "Council-Manager." The Ordinance called for a referendum on November 14, 2014. Among the Charter amendments proposed were to eliminate the elected Office of Mayor (thus repealing the Mayor's powers), create a Charter Office of Manager, and eliminate the Charter Offices of Police Chief, City Attorney, and City Clerk. As to the City Attorney, it was proposed that the City Council have the power to appoint and remove the City Attorney by super-majority vote. A copy of this Ordinance is attached as Exhibit "6". At the November 14, 2014 referendum, the proposed Charter amendments failed to pass. 7,641 electors voted in favor of the above proposed Charter amendments (27.643%), and 17,703 electors voted against such proposed Charter amendments (63.961%).
13. Since the Act became effective, the City has approved by referendum of the voters only two (2) amendments to its City Charter: the first moving the elections of the City's elected officials from March to November, and the second being to add a one year residency qualification

³ Additionally, It is also my considered view that the statements made in the Exhibit "4" 1990 Memorandum Opinion to the effect that the Charter Officers serve "at the pleasure of a majority of the City Council" have been effectively "over-ruled" by Op. Att'y Gen. Fla. 08-38 (2008). See conclusions 14a and 14b on page 8.

requirement to run for the Mayoral election or for a seat on the City Council. Both of these proposed Charter amendments were approved by referendum of the voters on November 14, 2014. Therefore, the City Charter has not been created or re-adopted by referenda after the Act became effective, with the exception of the foregoing two referenda. On March 9, 1999, the voters rejected a Charter Amendment proposed by Ordinance No. 2173 to create a Charter Review Board.

My Conclusions

14. Based on the foregoing, it remains my considered view that:

- a. Under the legal authority of Op. Att'y. Gen. Fla. 08-38 (2008), it would appear that the Florida Attorney General would conclude that Ordinance No. 637 is not effectual to abolish the Charter Office of City Attorney because this Ordinance was never approved by referendum of the voters, and thus, the provisions of Section 15 of the Charter quoted above which limit the Council's power to remove the City Attorney as an "officer" only "for cause" and only after a Mayoral suspension "for cause" remain applicable to the position of City Attorney. Thus, any provisions in the City's Code (emanating from Ordinance No. 637 and based on the City Attorney being a Department Head or otherwise) to the effect that the City Attorney serves "*at the pleasure of a majority of the Council*" are not valid because they were enacted after the Act and because they were not approved by a referendum of the voters.
- b. By the same token, under the legal authority of Op. Att'y. Gen. Fla. 08-38 (2008), it would appear that the Florida Attorney General would conclude that Ordinance No. 920 is also not effectual to abolish the Charter Office of City Attorney because this Ordinance was never approved by a referendum of the voters, and thus, the provisions of Section 15 of the Charter quoted above which limit the Council's power to remove the City Attorney as an officer only "for cause" and only after a Mayoral suspension "for cause" remain applicable to the position of City Attorney. Thus, any provisions in the City's Code (emanating from Ordinance No. 920 and based on the City Attorney being a Department Head or otherwise) to the effect that the City Attorney serves at the pleasure of a majority of the Council are not valid because they were enacted after the Act and because they were not approved by a referendum of the voters.
- c. It is clear that Section 2-144, Plantation City Code limits the Mayor's Charter powers to make an appointment to fill the position of City Attorney. This is most clearly reflected by the fact that Section 2-144, Plantation City Code requires the Mayor to propose a minimum of three candidates for the position to the City Council, and thus, would preclude the Mayor from proposing a single candidate to fill the position if that is what the Mayor desired. Similarly, the process contemplated by Section 2-144, Plantation City Code gives the "elected body" (presumably the Mayor and City Council) the prerogative of ranking

candidates for further consideration, instead of such decision being solely within the Mayor's purview as contemplated by Section 13 of the Charter (which vests the Mayor with the power to make an appointment and thus ascertain, rank, and select candidates as the Mayor desires prior to arriving at the Mayor's appointment). Thus, it remains my considered view that Section 2-144, Plantation City Code is void and ineffective since it alters the distribution of powers that existed in the City Charter prior to the Act becoming effective, and since this Code provision was never approved by a referendum of the voters.

15. Therefore, I think the questions you might consider submitting to the Office of the Attorney General of Florida for an Opinion with respect to your Charter powers are:

- a. Given the facts and circumstances as set forth above, is Ordinance No. 637 (and its codification of Plantation City Code Sections 2-143 and 2-144) valid?
- b. Given the facts and circumstances as set forth above, are the provisions of Ordinance No. 920 (and its codification as Section 2-126) - - only as same applies to the City Attorney serving "*at the pleasure of the City Council*" - - valid?

ORDINANCE NO. 637

AN ORDINANCE ABOLISHING THE OFFICE OF THE CITY ATTORNEY AS A MUNICIPAL DEPARTMENT PROVIDED FOR IN THE MUNICIPAL CHARTER OF THE CITY OF PLANTATION; CREATING THE METHODS TO BE USED FOR THE FUTURE SELECTION AND EMPLOYMENT OF THE CITY ATTORNEY; DESIGNATING THE NATURE OF SUCH EMPLOYMENT WITH THE CITY; AND PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE THEREFORE

WHEREAS, the Charter of the City of Plantation now provides that the office of the City Attorney is to be filled by appointment by the Mayor with the approval of the City Council; and

WHEREAS, Section 166.031 (5) Florida Statutes, being part of the "Municipal Home Powers Act" provides that a municipality may by the unanimous vote of its governing body abolish municipal departments provided for in its Charter; and

WHEREAS, the City Council of Plantation, the governing body of said City, does unanimously wish to abolish the City's Legal Department, also known as the office of the City Attorney, from the municipal Charter and remove its department head from being an appointive office of the Mayor subject to the ratification of the City Council so as to provide that the office of the City Attorney may be selected by a procedure similar to that now provided for the acquisition of certain other professional services under Section 287.055 Florida Statutes, commonly known as the "Consultants' Competitive Negotiations Act", and to otherwise provide that the office of the City Attorney so selected shall thereafter continue to serve the City at the pleasure of a majority of the governing body of the City of Plantation:

NOW, THEREFORE, BE IT UNANIMOUSLY ORDAINED by the City Council of the City of Plantation, Florida, with the express approval of the Mayor of Plantation, that:

1. The legal department of the City of Plantation, also known as the office of the City Attorney, is hereby abolished as a municipal department provided for in the municipal Charter of the City of Plantation by the unanimous vote of the governing body of said City.

2. There is hereby created the legal department of the City of Plantation which shall also be known as the office of the City Attorney. The legal department of the City shall perform such duties as from time to time are directed by either the governing body, the City Council, or as are required by the chief executive official of the City, the Mayor, and shall otherwise be responsible for all litigation wherein the City of Plantation or any of its departments are named as party litigants.

3. The department head of the legal department shall have the title of City Attorney and shall, when employed under the selection procedures hereafter set forth, recommend to the governing body of the City of Plantation such assistants, each to be given the title of Assistant City Attorney, as are deemed appropriate or necessary to assure the City adequate legal representation during any absence, due to sickness or vacation, of the City Attorney.

4. The present City Attorney, Donald J. Lunny, and the two present Assistant City Attorneys, John E. Aurelius

and G. Earl James, are hereby continued in their appointments as the designated City Attorney and Assistant City Attorneys respectively for the City of Plantation.

5. The designated City Attorney and designated Assistant City Attorneys shall hereafter continue to serve as the legal department of the City of Plantation at the pleasure of the majority of the governing body of the City, the City Council.

6. Whenever a vacancy occurs in the office of the department head of the legal department, the City Attorney, the same shall be filled by the following procedures, which are deemed to substantially comply with the intent of the Consultants' Competitive Negotiations Act, Section 287.055

Florida Statutes:

A. The Mayor shall cause an advertisement to be placed in a daily newspaper of general circulation in Plantation, Florida, and shall use such other means as he deems appropriate to give notice that the City is seeking resumes for a stipulated period of time from attorneys qualified to practice law in the State of Florida who are members in good standing of the Florida Bar and who wish to consider employment as the designated City Attorney for the City of Plantation.

B. The Mayor shall review all resumes timely submitted to him and decide on which of the Florida lawyers submitting such resumes he shall interview.

C. Following such interviews, the Mayor shall certify not less than three applicants to the City Council for interview as being suitable for his appointment and ratification by the Council.

D. Following such interviews by the City Council, said elected body shall establish a priority of preference and shall then attempt to negotiate a satisfactory employment arrangement with the applicant having first priority at a price and on such terms as the governing body determines to be fair, competitive and reasonable; and failing to reach accord on such employment, the City Council shall then undertake similar negotiations with the second most qualified applicant; and failing accord with the second most qualified applicant, the Council shall undertake negotiations with the third most qualified applicant and similarly proceed to negotiate with all qualified applicants in the order of their priority until a satisfactory employment agreement can be achieved.

E. Should the City Council be unable to negotiate a satisfactory employment contract with any of the initially selected applicants, then a secondary list of applicants interviewed by the Mayor shall be submitted to the City Council for interviews and a priority established following such interviews with negotiations to be conducted by the Council on such priority basis until a satisfactory employment contract can be reached.

F. Should the Mayor and City Council deem it necessary to designate a temporary department head for the City's legal department, following a vacancy occurring in same and while the foregoing selection procedure is being conducted, then and in such event, the Mayor shall appoint, subject to the ratification of a majority of the City Council, a temporary department head for the City's legal department to serve for such compensation as the majority of such elected body deems fair and reasonable until the selection of a designated department head for the City's legal department pursuant to the foregoing selection procedures.

7. 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 serve to invalidate the remaining words, sections and portions of this ordinance.

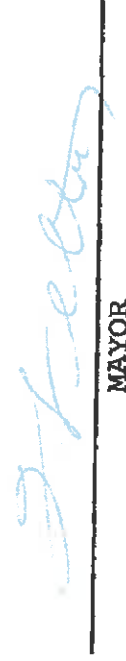
8. This ordinance shall take effect immediately upon passage.

PASSED ON FIRST READING this 8th day of June, 1976.

PASSED AND ADOPTED ON SECOND READING THIS 22nd day of June, 1976.

ATTEST:


CITY CLERK


MAYOR

A UNANIMOUSLY APPROVED ORDINANCE OF THE GOVERNING BODY OF THE CITY OF PLANTATION, ADOPTED PURSUANT TO SECTION 166.031(5) OF FLORIDA STATUTES, WHICH ABOLISHES ALL MUNICIPAL DEPARTMENTS AND CHARTER OFFICERS AS PROVIDED FOR IN THE CITY CHARTER; CREATES AND SPECIFIES CITY DEPARTMENTS BY ORDINANCE; PERPETUATES THE METHOD OF APPOINTMENT OF THE CHARTER-MANDATED APPOINTIVE OFFICERS (DEPARTMENT HEADS) FOR SUCH DEPARTMENTS; OTHERWISE PROVIDES A COMPLAINT REVIEW BOARD PROCEDURE FOR THE REVIEW OF ANY PROPOSED DISCIPLINARY SUSPENSION OF PAY, DEMOTION OR TERMINATION OF SUCH DEPARTMENT HEADS; ADOPTS AS AN INTERIM POLICY GUIDELINE FOR SUCH CITY DEPARTMENT HEADS THE JOB DESCRIPTIONS NOW ON FILE WITH THE CITY CLERK, AS PREPARED BY FRANK C. BROWN ASSOCIATES; CREATES A PERMANENT COMMITTEE FROM THE CITY'S GOVERNING BODY TO PERIODICALLY PREPARE, REVIEW, AMEND OR MODIFY IN ORDINANCE OR RESOLUTION FORM, THE JOB DESCRIPTIONS AND DUTIES OF THE DEPARTMENT HEADS FOR THE CITY DEPARTMENTS WHICH ARE HEREIN CREATED OR WHICH MAY BE HEREAFTER CREATED BY ORDINANCE; PROVIDES FOR SAID COMMITTEE TO PREPARE FOR ADOPTION IN RESOLUTION OR ORDINANCE FORM A COMPLAINT REVIEW BOARD PROCEDURE FOR ALL OTHER EMPLOYEES OF THE CITY (OTHER THAN LAW ENFORCEMENT OFFICERS BELOW THE DEPARTMENT HEAD IN RANK OF THE POLICE DEPARTMENT, WHO HAVE A STATE-WIDE UNIFORM COMPLAINT REVIEW BOARD PROCEDURE, COMMONLY KNOWN AS THE "POLICEMEN'S BILL OF RIGHTS"); AND STILL OTHERWISE PROVIDES A SAVINGS CLAUSE AND AN EFFECTIVE DATE THEREFOR.

WHEREAS, Section 166.031(5), Florida Statutes, provides that a municipality by unanimous vote of the governing body may abolish municipal departments provided for in its municipal charter; and

WHEREAS, Section 166.021(4), Florida Statutes, provides that nothing within said Chapter 166 (commonly known as the "Municipal Home Rule Powers Act") may change any charter provision pertaining to the distribution of powers among elected officials; and

WHEREAS, the City Charter of the City of Plantation provides in Section 6 that the governing body of the City is its Mayor and a five-member City Council and that the Mayor shall have the privilege of appointing all appointive officers subject to approval by the City Council with the sole ability to appoint a Clerk, a Chief of Police, and an Assessor and Tax Collector as charter officers (the City Attorney having previously been removed by a unanimously approved Ordinance No. 637 of the City of

Plantation from being a charter officer, pursuant to Section 166.031(5), Florida Statutes); and

WHEREAS, the governing body now wishes to abolish all remaining charter officers and departments, while retaining the charter provisions concerning the distribution of powers amongst the elected officials of Plantation for the appointment of the officers who shall be the Department Heads for the City Departments to be herein created (as well as such other additional City Departments as shall henceforth be similarly created in Ordinance form); and

WHEREAS, the governing body otherwise wishes to provide from its membership a Complaint Review Board for the review of any proposed suspension of pay, demotion or termination

of such Department Heads and a Job Description Committee to be charged with the preparing, reviewing and modifying of the duties and job descriptions of the Department Heads for the City Departments and submission of same on a periodic basis for adoption by the City's governing body, as well as for the creation of a Complaint Review Board procedure for all other City Employees (other than Certified Law Enforcement Officers covered by the State-wide Policemen's Bill of Rights); NOW, THEREFORE, BE IT UNANIMOUSLY ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF PLANTATION CONSTITUTING THE GOVERNING BODY OF SAID CITY, that:

Section 1: The Department of the City Clerk, otherwise known as "Clerk", the Police Department of the City of Plantation, also known as "the office of the Chief of Police", and the Assessing and Tax Collecting Department of the City of Plantation, also known as "Assessor" and "Tax Collector", are hereby abolished as Charter Departments and Officers provided for in the Municipal Charter of the City of Plantation by the unanimous vote of the governing body of said City.

Section 2: There are hereby created City Departments (with the Chief Supervising Officer or Department Head of said

Departments to bear the titles specified), the following

DEPARTMENT (Title)

Administration
Building and Zoning Department
Comptroller's and/or Finance Dept.
Data Processing
Engineering Department
Fire Department
Legal Department
Library
Office of the City Clerk
Parks and Recreation Department
Personnel Department
Planning Department
Police Department
Public Works Department
Utility Department

DEPARTMENT HEAD (Title)

Administrative Supervisor
Building and Zoning Director
Comptroller and/or Finance Director
Director of Computer Operations
City Engineer
Director of Fire Services
City Attorney
Library Director
City Clerk
Director of Parks and Recreation
Personnel Director
City Planner
Chief of Police
Director of Public Works
Utilities Director

All existing Department Heads are hereby reappointed; such appointments are hereby ratified and henceforth same (as well as all future Department Heads) shall serve in such supervisory offices at the pleasure of the majority of the elected officials (the governing body of the City of Plantation).

Section 3: There is hereby adopted as an interim policy statement for the Department Heads specified in Section 2 above, those Job Descriptions or Duties now on file with the City Clerk as prepared by Frank C. Brown Associates (other than the later enacted Resolutions or Ordinances of the City pertaining to the offices of the City Attorney, the Library Administrator and the Fire Director, which said later enacted Resolutions or Ordinances shall control, should a conflict exist in said duties of said officers).

Section 4: There is herewith created a permanent Job Description Committee from amongst the governing body of the City of Plantation, which Committee shall be three (3) in number and which shall consist of the individuals then occupying the offices of Mayor, Council President, and Council President pro tem. Membership on the Committee shall change as new Mayors, Council Presidents and Council Presidents pro tem assume such offices and any Committee work in progress shall be assumed by the new members of the Committee for completion.

Section 5: The Job Description Committee is charged with the responsibility of creating new Job Duties and Descriptions for

submission to and approval by the entire governing body, with the Committee's first priorities to be the preparation of Job Descriptions and Duties for Department Heads herein designated which are not now defined or set forth in the Frank C. Brown Associates Report. After all such Job Descriptions and Duties are so approved for all Department Heads or officers specified in Section 2 above, the Job Description Committee shall periodically, but at least annually and within one (1) month of the new Council President and Council President pro tem assuming office, meet and review the then existing City Departments and their department functions, in order to ascertain whether new departments should be recommended to be created or certain functions removed from one department and placed in another or new department. Similarly, the Job Descriptions and Duties of Department Heads shall be reviewed at least annually at such meeting by the Job Description Committee.

Section 6. Minutes shall be preserved at all meetings of the Job Description Committee and all requirements of Florida law shall be met in holding such meetings "in the sunshine" with the media and public invited thereto. All minutes of the Job Description Committee shall be forwarded to the City Council for its information. The Job Description Committee shall meet at least monthly at City Hall until appropriate ordinances and resolutions are adopted by the governing body, setting forth the descriptions and job duties of the Department Heads created herein, as well as any Department Heads which may hereafter be created to supervise departments of the City which may be hereafter created.

Section 7. In its deliberations, the Job Description Committee shall call upon any input or consultive advice, which it deems appropriate in defining the job descriptions and duties of the various City Department Heads, including the services of the Legal Department in preparing the Ordinances or Resolutions to be submitted to the governing body for approval of such job descriptions and duties.

Section 8. When the three (3) members of the Job Description Committee unanimously agree on job descriptions, qualifications and duties of Department Head, the Legal Department shall prepare same in proper form and same shall then be submitted for approval to the governing body of the City. All six (6) elected officials of the City of Plantation (which are defined by its Charter to be the governing body of the City) shall have a vote privilege on the adoption of any Resolution or Ordinance setting forth the job descriptions, qualifications and duties of a Department Head. In order to pass a Resolution or Ordinance setting forth such job descriptions, qualifications and duties of a Department Head, four (4) affirmative votes of the six (6) members of the governing body of the City of Plantation shall be required. Whenever four (4) affirmative votes are not obtained for such proposed Ordinance or Resolution, the same shall be forthwith referred back to the Job Description Committee with the transcribed comments made of the discussion by the governing body and the public of such proposed Ordinance or Resolution, and the Job Description Committee shall then proceed to meet at least weekly in order to revise and resubmit the proposed Ordinance or Resolution for consideration by the governing body of the City, until four (4) affirmative votes can be obtained for the adoption of the said Resolution or the passage of the said Ordinance.

Section 9. Whenever the Job Description Committee appear deadlocked and cannot agree on the job duties, qualifications, and descriptions of a Department Head for submission to the governing body of the City of Plantation, a majority report and a minority report shall be submitted at the next ensuing workshop session of the City Council and discussions shall be had thereon and a straw vote taken so as to give guidance and assistance to the Job Description Committee in an effort to reconcile the differences of opinions of its members on said job descriptions, qualifications and duties. Whenever it thereafter appears to the Committee that it is impossible for the Committee to unanimously concur on the job description, qualifications and duties to be given to a Department Head and there is concurrence among two of the three members of this Committee on what duties, qualifications and job descriptions should be recommended to the governing body of the City for such Department Head, then such majority concurrence shall be reduced to appropriate written form and shall be submitted to the governing body of the City for approval. If four (4) affirmative votes are received for such majority concurrence proposal, the same shall be deemed approved on first

reading (insofar as an Ordinance is concerned) or adopted (insofar as a Resolution is concerned). If the Mayor is the dissenting member of the Job Description Committee where a majority consensus resolution or ordinance is submitted to the governing body and four (4) affirmative votes are received for the adoption or approval of same, said vote shall be deemed the equivalent of overriding the Mayor's veto on such proposal and the Mayor shall not be privileged to veto any such resolution or ordinance receiving said four (4) affirmative votes.

Section 10. All full-time employees of the City who are Department Heads shall have their job qualifications, descriptions and duties prepared by the Job Description Committee for approval by the governing body of the City in Resolution form, and shall have their appointment also approved in Resolution form.

Section 11. All independent consultants, who now occupy the status of Department Heads and work on a negotiated fee basis, shall be appointed and their job duties and qualifications shall be set forth in ordinance form with their method of selection (although still to be appointed by the Mayor with such appointment subject to the approval of the City Council) to be in such form as would substantially comply with the intent of Florida's Consultants' Competitive Negotiations Act. The Department Heads to which this Section now applies are the City Attorney (the procedure for filling vacancies in such office now being codified in Section 2-21 of the City's Code of Ordinances) and the City Engineer (whose future vacancy shall henceforth be filled by a procedure substantially similar to Section 2-21 of the Plantation Code of Ordinances and the intent of the Consultants' Competitive Negotiations Act).

Section 12. Any resolutions or ordinances submitted to the City's governing body pertaining to the approval and adoption of job qualifications, duties and descriptions of Department Heads shall be deferred until all members of the governing body are present to publicly debate and vote upon said proposed resolution or ordinance.

Section 13. The members of the Job Description Committee shall also consti-

tute a Complaint Review Board which shall review any proposed disciplinary action to be taken against a Department Head that could result in a demotion, suspension without pay or termination of said Department Head, unless such proposed disciplinary action is accepted by such Department Head with a waiver of his rights to a Complaint Review Board hearing to be signed by such Department Head for placement in his permanent personnel file with the City. The Complaint Review Board shall be convened not sooner than five (5) nor more than ten (10) business days after the notification of the Department Head of such proposed disciplinary action; provided, however, that should such proposed disciplinary action be initiated by a member of the Complaint Review Board or if any member is absent and unable to serve on such Complaint Review Board, that member's place on the Board shall be filled by a drawing by lot from the remaining members of the governing body for the sole purpose of reviewing the proposed disciplinary action contemplated against the affected Department Head.

The Department Head in question shall be advised in writing of such proposed action and of the date and time of the initial meeting of the Complaint Review Board and the affected Department Head shall otherwise be privileged to have an attorney represent the affected Department Head at that Department Head's expense and attend all such hearings and both speak on the Department Heads behalf as well as interrogate other parties speaking on such matters before the Board. The hearings of the Complaint Review Board shall continue day to day until the Complaint Review Board reaches a decision, which decision shall be deemed binding on both the employee and employer. All decisions of the Job Description Committee, sitting as a Complaint Review Board, shall be by majority vote of its members. The results of such hearings shall be typed, signed by three (3) members of the Committee (any dissenting member privileged to add a dissent thereto) and filed in the personnel file of the affected Department Head.

Section 14: The Job Description Committee shall otherwise cause an ordinance to be prepared which shall create a Complaint Review Board procedure for all other employees of the City (other than Department Heads and Certified Law Enforcement Officers of the Police Department

who have a Complaint Review Board procedure specified by State law).

Section 15. Should any word, portion or section of this Ordinance be declared invalid or unconstitutional, such invalidity or unconstitutionality shall not serve to invalidate the remaining words, portions or sections hereof.


Section 16. This Ordinance shall take effect upon passage on second reading and signature by the Mayor.

PASSED ON FIRST READING this 5th day of March, 1980.

PASSED AND ADOPTED ON SECOND READING this 19th day of March, 1980.

ATTEST:


Cynthia Munnick
City Clerk



Mayor



City of Plantation

LEGAL DEPARTMENT

City Attorney
DONALD J. LUNNY, SR.

Asst. City Attorneys
THOMAS J. TIGHE
DONALD J. LUNNY, JR.

November 7, 1991

Honorable Frank Veltri
City of Plantation
400 N.W. 73rd Avenue
Plantation, FL 33317

Re: Appointive Privilege of Mayor for Offices of
Police Chief, City Clerk and City Attorney

Dear Mayor Veltri:

You have advised me someone has questioned why you are not following Section 2-144 of our Code of Ordinances which indicates that any future vacancy in the office of City Attorney would be filled by a procedure substantially complying with the procedure set forth in Florida's Consultant's Competitive Negotiation Act.

In 1990 I expressed a legal opinion to the City of Plantation that this Section of our Code is void and of no force or effect whatsoever. Copy of said opinion is enclosed.

In order to better understand the 1990 opinion, a chronology of events is required:

- 1953: Section 13 of our original City Charter provided that the Mayor, subject to the approval of the City Council shall appoint the following officers: a City Attorney, a City Clerk, a Chief of Police, an Assessor and Tax Collector, and all other appointed officers.
- 1969: In 1969 a special act of the Florida Legislature amended Section 13 to delete the phrase "and all other appointed officers". The evident intent of this 1969 Florida Legislative amendment of our City Charter was to limit the mayoral appointment to five Charter officers (two of which have not been filled and the other three being the City Attorney, the City Clerk, and the Chief of Police).
- 1973: In 1973 the Florida Municipal Home Rule Act (Chapter 166 Florida Statutes) was enacted. This Act allowed for the approval of Charter changes and the abolition of Charter officers provided, however, ". . . nothing in this act

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November 7, 1991
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shall be construed to permit any changes in a . . . municipal charter which affect . . . the distribution of powers among elected officers . . . without approval by referendum of electors as provided in Section 166.031."

- 1975: In 1975 you were elected Mayor of Plantation. When you were elected Mayor of the City of Plantation, under our then Charter, you enjoyed the right to appoint five Charter officers subject to the approval of the City Council of which three said officers were the City Attorney, the Chief of Police, and the City Clerk.
- 1976: Ordinance No. 637 was enacted in 1976 and dealt with the procedure for filling the vacancy of the office of City Attorney (originally codified as Section 2-30 of our 1964 Code and subsequently codified as Section 2-144 of our 1968 current Code). Ordinance 637 was adopted without a referendum of the citizens.
- 1980: Ordinance 920 was an effort to take the Offices of the City Clerk and Police Chief and remove same as Charter officers and make same subject to the appointive prerogative of the City Council. Ordinance 920 was also adopted without a referendum of the citizens.
- 1986: In 1986 our current Code was enacted codifying as Section 2-144 the Ordinance 637 selection procedures for filling a vacancy in the office of City Attorney.
- 1990: In 1990, a vacancy occurred in the office of the Police Chief in the City of Plantation. A then elected official pointed out that apparently the City Council rather than the Mayor had the ability to appoint the next Police Chief. This led to the 1990 legal opinion which ruled that both Ordinances 637 and 920 were void and of no force or effect in that when Mayor Veltri was elected to office the Charter gave him the appointive privilege on designated Charter officers and subsequent efforts to remove said Charter officers from the Mayor's appointive prerogatives were done without the requisite referendum called for by the Municipal Home Rule Act and were thus violative of State law and deemed a nullity. As a result of this decision, Police Chief Sharrett was in fact appointed by the Mayor and ratified by the City Council by Resolution 5423 adopted May 30, 1990.

Honorable Frank Veltri
November 7, 1991
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Thereafter, when a vacancy occurred in the office of the City Clerk, the Mayor appointed Barbara Showalter and that appointment was ratified by the City Council by Resolution 5488 adopted September 29, 1990.

1991: With my forthcoming vacancy of the office of City Attorney, it continues to be my conclusion that Section 2-144 of our Code is void -- in that one can not take the appointive privilege of Charter Officers from the Mayor subsequent to the enactment of the Municipal Home Rule Act without affecting the distribution of powers of elected officials and thus requiring a referendum of the citizens of Plantation - WHICH REFERENDUM NEVER TOOK PLACE.

I trust this chronological sequence of events clarifies our earlier opinion and sufficiently answers the question raised to you on whether Section 2-144 of our Code has any force or affect. IT DOES NOT.

Respectfully Submitted,


DONALD J. DUNNY, SR.
City Attorney

DJL,SR:sp

cc: Members of the City Council (w/encl.)

MEMORANDUM

TO: MAYOR FRANK VELTRI and MEMBERS OF THE CITY COUNCIL
FROM: DONALD J. LUNNY, SR., CITY ATTORNEY *DTL Ar. FOR
DTL.*
DATE: MAY 25, 1990
RE: APPOINTIVE PRIVILEGE OF MAYOR FOR POLICE CHIEF, CITY
CLERK AND CITY ATTORNEY

Following the last City Council meeting a question arose as to whether the Mayor still maintained an appointive right for the former Charter offices of City Attorney, City Clerk and Police Chief. This question was raised by the former Charter provision on the Mayor's appointive powers (Section 13) being presently omitted from the current City Charter. After a chronological review of the Charter's Amendments, the old Code book editor's notes, and the Ordinances abolishing Charter officers, it became apparent that this omission was a scrivener's error. Unlike other scrivener's errors which require "legal housecleaning" ordinance amendments, however, the State law framework within which the error was made clearly provides for the continuing validity of the Mayor's appointive powers. In order to better understand this conclusion, a brief review of relevant legal events is necessary.

Section 13 of the original City Charter, enacted in 1953, provided:

"The Mayor, subject to approval by the City Council, shall appoint the following officers: a City Attorney, a Clerk, a Chief of Police, an Assessor and Tax Collector, and all other appointive officers. Any person may hold more than one of such offices. The salary of such officers shall be determined by the City Council."

Thereafter, by a Special Act of the 1969 Florida Legislature, the first sentence of Charter Section 13 was amended to delete the phrase "and all other appointive officers", and to clarify that the Tax Assessor and Tax Collector were two offices. The evident intent of this Special Act was to reconcile the inconsistencies within the original Charter between Section 13 and Section 10 (which Section 10 gave the City Council appointive privileges for any City officer while Section 13 specifically delegated to the Mayor the appointment privileges for the named Charter officers and "all other appointive officers"). Thus, after the Special Act, the Mayor's appointment rights were limited to five named Charter officers and the City Council had the appointment privileges for all other officers and employees. To recapitulate, from and after this Special Act, the Mayor's rights of appointments

were limited to the City Attorney, the City Clerk, the Chief of Police, the Tax Assessor, and the Tax Collector (the later two offices not being filled); furthermore, the Mayor's rights of appointment were subject to approval (i.e. ratification) by the City Council.

In 1973, the Municipal Home Rule Act (Chapter 166, Fla. Stat.) was enacted. This Act allowed municipal governing bodies (in Plantation, the City Council and the Mayor) to approve unanimously the abolition of Charter officers; however, a controlling provision of this Act provided:

" . . . nothing in this act shall be construed to permit any changes in a special law or municipal charter which affect . . . the distribution of powers among elected officers . . . without approval by referendum of the electors as provided in s. 166.031." (Section 166.021(4), Florida Statutes)

When the Municipal Home Rule Act was enacted, the Mayor of Plantation had the appointive right, subject to ratification by the Council, of the Police Chief, the City Attorney, and the City Clerk. After the Act, an ordinance abolishing Charter officers could not remove this appointive prerogative of the Mayor without a referendum.

After the enactment of the Municipal Home Rule Act, City Ordinance No. 637 removed the City Attorney as a Charter officer but maintained the mayoral-appointment/council-ratification distribution of powers. The Ordinance was designed to amplify a selection procedure and clarify that once selected, the attorney would serve at the pleasure of the majority of the City Council.

City Ordinance No. 920 removed the City Clerk and the Police Chief as Charter officers in a complete "overhaul" of how the duties and responsibilities of departments heads are established, how they serve, and what kind of grievance procedure for administrative personnel would be available. Although the body of Ordinance No. 920 does not specifically provide that the Mayor has the continuing right of appointment of the Police Chief and City Clerk once they were removed as Charter officers, the advertised title and "whereas" clauses clearly evince this intent; moreover, the Ordinance itself specifically referred to the provision in the Municipal Home Rule Act which provides that Charter-vested distribution of powers among elected officials could not be changed without a referendum. City Ordinance 920, as with the earlier ordinance on the Legal Department, also provides for an annual review of all department heads and their continuing service to be at the pleasure of a majority of the City Council.

Since no referendum of the electorate has occurred following the enactment of the Municipal Home Rule Act and since the Mayor enjoyed the appointive prerogative of the Police Chief, City Clerk and City Attorney, subject to ratification of the City Council,

when such Municipal Home Rule Act was enacted, any possible contrary provision in the current Charter or Code which seemingly removes the Mayor's appointment privileges is void and of no effect.

In view of the foregoing, the Police Chief, City Attorney, and City Clerk are still subject to appointment by the Mayor and ratification by the City Council, and once so appointed and ratified, such officers continue to serve at the pleasure of the majority of the City Council during the then Mayor's term of office. Should the Council remove any of the three aforementioned officers, the then Mayor would have the privilege of appointing a replacement, subject to ratification by the City Council. Moreover, each new Mayor automatically has the same appointive privilege for all three said offices - - that is, neither the Police Chief, nor the City Clerk, nor the office of the City Attorney could continue to serve at the pleasure of a majority of the City Council should a newly elected Mayor wish to appoint another individual to any of such three former Charter offices. (During the Council meeting and after a quick reading of Ordinance 920 which was provided to me, I erroneously advised one elected official that if the Police Chief were appointed, he would continue to serve at the pleasure of the City Council even into and beyond a new term of office of a new Mayor. This too would violate the Municipal Home Rule Act provision requiring a referendum to divest the appointive privileges which the Mayor and thus, was an erroneous "hip-pocket decision".)

CONCLUSION

Each Mayor has an appointive provision at the inception of his term and whenever a vacancy occurs for the office of City Clerk, Police Chief, and City Attorney. Any such appointment is subject to ratification by the City Council and, once appointed, such officer serves at the pleasure of the majority of the City Council. In view of the controlling provision of State law requiring a referendum, no corrective emergency ordinance is needed in order to consider the resolution concerning the appointment of a Police Chief on this agenda.

Florida Attorney General Advisory Legal Opinion

Number: AGO 2008-38

Date: July 23, 2008

Subject: Municipal Charter Amendments -- Referenda

Ms. Maura J. Kiefer
Attorney, City of Indian Rocks Beach
535 Central Avenue, Suite 412
St. Petersburg, Florida 33701

RE: MUNICIPALITIES - CHARTER AMENDMENTS - CHARTERS - OFFICERS - REFERENDA - municipality must amend charter to abolish officers by referendum. s. 166.031, Fla. Stat.

Dear Ms. Kiefer:

On behalf of the City of Indian Rocks Beach, you have requested my opinion on substantially the following question:

May the City of Indian Rocks Beach amend the city charter to abolish the charter offices of City Clerk and City Treasurer by unanimous vote of the city commission pursuant to section 166.031(5), Florida Statutes?

The Charter of the City of Indian Rocks Beach, Florida, was originally enacted on October 17, 1988, and approved by referendum on November 7, 1988. The current version of the charter was adopted in 1991.

Article VI of the city charter makes provision for charter officers and administrative departments of the city. Section 6.1, Article VI, provides that:

"There shall be appointed a city clerk, city treasurer and city attorney who shall serve at the pleasure of the city commission and said officers shall be considered 'charter officers.'

*

The city commission may contract for the services of charter officers and set forth the terms of employment including but not limited to services to be rendered, compensation and termination of contract."

Thus, pursuant to the city charter, the "charter officers" are appointed by the city commission and may be employed by contract.

The duties and responsibilities of these offices are also set forth in the charter:

"The city clerk shall be head of the department of records and shall coordinate these duties with the city manager. The city clerk shall:

- (1) Give notice of commission meetings to its members and the public and shall keep the record of its proceedings which shall be a public record.
- (2) Be custodian of all records, documents and papers of the city.
- (3) Attest all contracts and agreements to which the city is a party.
- (4) Be custodian of the seal of the city and is authorized to affix same to such instruments of writing as is necessary.

- (5) Supervise the city elections.
- (6) Be responsible for the supervision of all city clerk department personnel.
- (7) Administer oaths as necessary.
- (8) Be the secretary ex-officio for all meetings of the commission and such other boards as may be designated by commission and keep a true and correct record of all such proceedings.
- (9) Maintain the schedules and rules pertinent to the Charter and ordinance reviews, provided for in Article XIV pertaining to "initiative, referendum and recall" and advise the commission accordingly.
- (10) Perform such other duties as may be required by the commission as well as other duties as required by the Laws of Florida, and further the city clerk shall comply with administrative regulations.
- (11) The city clerk, with the approval of the city commission, may appoint deputy clerks who when appointed shall have such powers and authority as shall be conferred by the city commission."[1]

Like the City Clerk, the City Treasurer is appointed by the City Commission. The City Treasurer is the head of the accounting department and is

"responsible for the equipment of finance, accounting, cashiering, licensing, billing and collecting sums due the city and related financial accounting and systems operations. The city treasurer shall be personally responsible for maintaining current and accurate accounting records of city activities, in accordance with accepted municipal accounting practices and governing city laws. He shall issue monthly financial reports to the city commission. All matters concerning the fiscal and financial conditions of the city shall be his responsibility and he shall assist in preparing the annual financial budget, the monthly financial reports, showing comparison of revenue and expenditures to anticipated revenues and appropriation expenditures. He shall be responsible for advising the city manager and the city commission as soon as possible concerning any significant deviation. The city treasurer shall be personally responsible for adequate safeguards for city assets, including cash, inventories, equipment and pertinent records concerning the same, as well as records of all receivables and liabilities of the city. Adequate safeguards shall include the proper internal control procedures and sufficient insurance concerning any theft, casualty and liability exposure. The city treasurer shall be custodian of all moneys of the city and responsible for prompt depositing of all receipts in designated bank accounts as well as responsible for prompt payment of current bills and obligations against the city, when approved. The city treasurer shall be properly and sufficiently bonded."[2]

You have asked whether the city charter may be amended and these offices abolished by the city pursuant to section 166.031(5), Florida Statutes, which allows the city commission to amend the charter by unanimous vote rather than by referendum.

Article VIII, section 2(a), Florida Constitution, provides that municipal charters may be amended pursuant to general or special law. The procedure for the amendment of a city charter adopted or readopted after the adoption of the Municipal Home Rule Powers Act in 1973, is provided in section 166.031, Florida Statutes. Section 166.031(1), Florida Statutes, states:

"The governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality. The governing body of the municipality shall place the proposed amendment contained in the ordinance or petition to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose."[3]

Subsection (1) of section 166.031, Florida Statutes, thus provides the method for amending municipal charters. If the proposed amendment receives the favorable vote of a majority of the municipal electors voting in the referendum, the governing body shall incorporate the amendment into the charter and file a copy of the revised charter with the Department of State, at which time the revised charter shall become effective.[4] Section 166.031(3), Florida Statutes, provides that a municipality may amend its charter as described above, even if the charter itself provides otherwise.

This office has previously stated that a municipal charter provision adopted or readopted after the enactment of the Municipal Home Rule Powers Act in 1973 must be amended in accordance with

section 166.031, Florida Statutes. For example, in Attorney General Opinion 75-223, this office specifically advised the City of Tamarac that its charter, readopted after 1973, could not be amended except as provided in section 166.031.

Similarly, in Attorney General Opinion 79-80, this office stated that the Lake Wales City Commission could not unilaterally amend its municipal charter, but could only propose an amendment that would be submitted to the municipal electors for their approval at a referendum held for that purpose. More recently, in Attorney General Opinion 97-53, this office concluded that a city commission could not delegate its canvassing board duties to a consolidated municipal canvassing board, absent an existing charter provision authorizing such a transfer or an amendment to the city's charter approved in a referendum by the city's electorate.[5]

While the Legislature has enacted certain exceptions to the referendum requirements of section 166.031, Florida Statutes,[6] no such exception exists for the type of amendment under consideration by the City of Indian Rocks Beach.

Section 166.031 prescribes the manner for amending municipal charters adopted subsequent to the effective date of the Municipal Home Rule Powers Act. It is a fundamental principle of statutory construction that a legislative directive as to how a thing shall be done is, in effect, a prohibition against it being done in any other way.[7]

I am aware that section 166.031(5), Florida Statutes, authorizes a municipality, by unanimous vote of the governing body, to abolish municipal departments. While the City Clerk and City Treasurer may be the heads of municipal departments, these positions are designated "charter officers" and this office has no authority to extend the clear language of the statute to include officers within its terms.[8]

In sum, the City Commission of Indian Rocks Beach may amend the city charter to abolish the charter offices of City Clerk and City Treasurer only if such amendment is approved by referendum of the qualified electors of the municipality pursuant to section 166.031, Florida Statutes.

Sincerely,

Bill McCollum
Attorney General

BM/t

[1] Article VI, s. 6.2, Charter, City of Indian Rocks Beach.

[2] *Id.*, s. 6.3.

[3] For charters adopted prior to 1973 and not subsequently readopted, s. 166.021(4) and (5), Fla. Stat., nullified and repealed or converted into ordinances many provisions of municipal charters in existence on the effective date of the Municipal Home Rule Powers Act, which constituted limitations on, or pertained exclusively to, the power or jurisdiction of a municipality. Section 166.021(4), Fla. Stat., however, states:

"[N]othing in this act shall be construed to permit any changes in a special law or municipal charter which affect the exercise of extraterritorial powers or which affect an area which includes lands within and without a municipality or any changes in a special law or municipal charter which affect the creation or existence of a municipality, the terms of elected officers and the manner of their election except for the selection of election dates and qualifying periods for candidates for changes in terms of office necessitated by such changes in elections dates, the distribution of powers among elected officers, matters prescribed by the charter relating to appointive boards, any change in the form of government, or any rights of municipal employees, without approval by referendum of the electors as provided in s. 166.031. . . ."

[4] See s. 166.031(2), Fla. Stat.

[5] *And see* Op. Att'y Gen. Fla. 88-30 (1988) (charter amendment provisions in s. 166.031, Fla. Stat., prevail over conflicting provisions in a municipal charter).

[6] *See, e.g.*, s. 166.031(3), Fla. Stat., stating:

"A municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Department of State pursuant to the provisions of subsection (2)."

And see s. 166.031(5), Fla. Stat. (municipality may, by unanimous vote of the governing body, abolish municipal departments provided for in the municipal charter and amend provisions or language out of the charter which has been judicially construed, either by judgment or by binding legal precedent from a decision of a court of last resort, to be contrary to either the State Constitution or Federal Constitution); and ss. 166.021(4) and 100.3605, Fla. Stat., authorizing the governing body of a municipality to change the dates for qualifying and for the election of members of the governing body of the municipality by ordinance and provide for the orderly transition of office resulting from such date changes.

[7] *See Alsop v. Pierce*, 19 So. 2d 799, 805-806 (Fla. 1944); *Thayer v. State*, 335 So. 2d 815, 817 (Fla. 1976); Op. Att'y Gen. Fla. 01-15 (2001).

[8] The Attorney General's Office has no authority to supply additional words to or modify the meaning of a duly enacted statute. *Cf. Chaffee v. Miami Transfer Company, Inc.*, 288 So. 2d 209 (Fla. 1974); Ops. Att'y Gen. Fla. 87-43 (1987), 86-32 (1986), and 82-20 (1982).

Ordinance No. 2503

AN ORDINANCE OF THE CITY OF PLANTATION, FLORIDA, 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 CHANGE THE CITY'S FORM OF GOVERNMENT FROM THAT OF A STRONG MAYOR TO THAT OF A COUNCIL-MANAGER; 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 CHANGES TO THE CITY CHARTER NECESSARY TO IMPLEMENT SUCH CHANGE TO THE CITY'S FORM OF GOVERNMENT IF APPROVED, INCLUDING DELETING REFERENCES IN THE CHARTER TO STRONG MAYORAL POWERS AND PREROGATIVES, CHANGING THE TITLE OF THE OFFICERS OF THE CITY COUNCIL AND DELETING THE COUNCIL OFFICER OF TREASURER, CHANGING CERTAIN PROVISIONS OF THE CHARTER RELATIVE TO ELECTED OFFICIALS AND RIGHTS OF ELECTED OFFICIALS RELATIVE TO APPOINTEES AND EMPLOYEES, CHANGING CERTAIN PROVISIONS OF THE CHARTER RELATIVE TO EMPLOYEES AND APPOINTEES, DELETING THE OFFICE OF MAYOR AND THE STRONG MAYOR POWERS, CREATING THE CHARTER OFFICE OF CITY MANAGER AND PROVIDING THE DUTIES AND RESPONSIBILITIES THEREOF; PROVIDING FOR FUTURE ORDAINED CHANGES TO THE CHARTER AND CODE TO IMPLEMENT THE CHANGE TO THE FORM OF GOVERNMENT IF APPROVED; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the City of Plantation City Council pursuant to §166.031, Florida Statutes is by this Ordinance submitting to the electors of the City of Plantation proposed charter amendments to be held at the next general election that will be held in the City of Plantation; and

WHEREAS, the City Council is desirous of submitting the following Charter amendments to the electors of the City of Plantation in a duly called and held referendum.

BE IT ORDAINED BY THE CITY OF PLANTATION, that:

SECTION 1. The City Council hereby calls for and orders the holding of a binding referendum for the qualified electors of the City of Plantation to be held on November 4, 2014 to decide whether a majority of the electors voting therein approve amending the Charter as proposed. All qualified electors residing in the City of Plantation on the date thereof shall be entitled and permitted to vote in such referendum.

SECTION 2. The date of the referendum shall be November 4, 2014.

SECTION 3. The Broward County Supervisor of Elections shall conduct the referendum.

SECTION 4. The City of Plantation shall reimburse the Broward County Supervisor of Elections for the cost of the referendum consistent with law.

SECTION 5. The ballot language shall be as follows:

OFFICIAL BALLOT

CHARTER AMENDMENTS

CITY OF PLANTATION, BROWARD COUNTY, FLORIDA

"CHARTER AMENDMENT: FORM OF GOVERNMENT"

Should the Charter be amended to change the City's form of government from "Strong Mayor" (where the Mayor is the Chief Executive Officer, is elected by a majority of voting residents, and thus serves at the pleasure of the City's residents) to that of a "Manager-Council" (where the Manager is the Chief Executive Officer, is not elected, and serves at the pleasure of a majority of the Members of the City Council).

YES for approval

NO for rejection"

SECTION 6. The proposed substantive amendments to the Charter implementing the referendum are attached as Exhibit "A" to this Ordinance, and are incorporated into this Ordinance.

SECTION 7. The City shall enact ordinances to amend the Charter to further implement the change to the Form of Government (if the Charter change to the City's Form of Government proposed by this Ordinance is approved). These implementing changes (and applicable conditions precedent therefor) shall be as follows:

- A. To amend the introductory paragraphs to Subsection 5(57) of the Charter of Plantation Florida, as they appear before lettered subparagraph 5(57)A to delete the reference to Mayor.
- B. To amend Sections 7 and 17 and 19 to reference only elections of the Members of the City Council, to reference the one year residency requirement prior to qualification (only if such other ballot for same as authorized by Ordinance No. 2500 is also approved), to establish the five (5) day qualifying period currently applicable for election qualification for November elections as well as to reference the November election dates so as to implement the City's elections being in November (only if such other ballot for same as authorized by Ordinance No. 2480 is also approved), and to reference that terms of office will commence on the tenth day after elections, provided that the elections are certified by such date.
- C. Section 18 of the City Charter of Plantation shall be amended to delete the reference to the Office of Mayor and delete references to elections for such Office.

SECTION 8. The City shall also enact ordinances to amend Plantation's Code, as appropriate, to implement the change to the Form of Government (if the Charter change proposed by this Ordinance is approved).

SECTION 9. The appropriate City officials are hereby authorized and directed to provide public notice of the referendum in accordance with law.

SECTION 10. This Ordinance shall take effect immediately upon passage by the City Council upon second reading and Signature by the Mayor; however, the Charter changes proposed herein shall be effective on the expiration of the next term of Office of Mayor which commences on March 13, 2015, only if approved by a majority of the electors voting in the November 4, 2014 election.

SECTION 11. 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.

PASSED ON FIRST READING by the City Council this 23 day of April, 2014.

PASSED AND ADOPTED ON SECOND READING by the City Council this 14 day of May, 2014.

SIGNED by the Mayor this 20 day of May, 2014.

Duane W. Bendoric
MAYOR

ATTEST:

Susan K. Slattery
CITY CLERK

APPROVAL	DATE
REQUESTED BY: <u>City Council</u>	
DEPT. OK: _____	
ADMIN. OK: <u>[Signature]</u>	
ATTY. OK: <u>[Signature]</u>	

AS TO FORM ONLY

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 20 day of May, 2014.

Susan K. Slattery
Susan Slattery, City Clerk

EXHIBIT "A"

Section 1: Subsection 5(46) of the Charter of the City of Plantation shall be repealed:

~~5(46) Disciplinary procedure for city employees. The disciplinary proceeding and disciplinary review procedures for all nonprobationary employees of the city, other than elected officials, shall be as follows (probationary employees are not entitled to disciplinary proceedings):~~

~~1. The mayor, assistant personnel director, a department head or their respective designee(s) shall serve upon the affected employee a written statement notifying the employee of proposed disciplinary action together with sufficient facts and reasons therefor as will enable the employee to make an explanation and/or defense to such proposed discipline. An employee, under notice of proposed disciplinary action, who timely contests the proposed disciplinary action in accordance with the below procedure, shall be considered in pay status until such time as the personnel director renders his written decision pursuant to section 2(P)(3), below. However, nothing herein shall preclude the mayor, assistant personnel director or a department head from imposing immediate disciplinary action, without advance notice, where it is believed by the person taking disciplinary action that giving such notice would result in damage to property of the city, would be detrimental to the interest of the city, or would result in injury to the employee, a fellow employee or the general public. However, in such circumstances, the employee, although not in pay status, will be given reasons for the disciplinary action after it takes effect and will thereafter be entitled to utilize the hearing procedures set forth in section 2 below.~~

~~2. If an employee desires to contest the disciplinary action proposed by the mayor, assistant personnel director, a department head, or their respective designees, he shall be entitled to utilize the following procedure:~~

~~A. Within ten (10) calendar days of receipt of notice of the proposed disciplinary action, the employee shall file with the personnel director, or his designee, a written request for a hearing, together with a brief written statement of the reasons for the request. If a request is not timely made, the employee will be conclusively presumed to have concurred in the proposed disciplinary action and such action will become final and binding on the parties.~~

~~-----B.----- A hearing will be scheduled by the personnel director or his designee not less than ten (10) calendar days from the date of receipt of the hearing request. The hearing will be informal and will be conducted as follows:~~

~~-----1.----- The personnel director or his designee will orally inform the employee of the proposed disciplinary action and may take the testimony of witnesses.~~

~~-----2.----- The employee may be accompanied by a representative of his choice. The employee shall have the right to respond to the charge(s) made against him, both in writing to, and orally before, the personnel director. The employee may call witnesses in support of his case.~~

~~-----3.----- The personnel director shall render his final written decision within ten (10) calendar days after the hearing. The decision shall advise the employee of the disciplinary action to be taken.~~

~~-----3.----- The determination of the personnel director shall be final and binding on the parties in all cases except where the disciplinary action taken involves discharge, reduction in pay, demotion with loss of pay, or suspension without pay for more than five (5) working days. In such cases, employees desirous of contesting such disciplinary action imposed by the personnel director may appeal to the job description committee, as provided below:~~

~~-----A.----- A written appeal of the personnel director's decision shall be served upon the job description committee within ten (10) calendar days after receipt of the personnel director's decision. Said appeal must contain: (1) a copy of the employee's written appeal to the personnel director; (2) a copy of the written decision of the personnel director; and (3) a brief written statement of the basis for the appeal to the job description committee. Failure to file an appeal as specified above will result in a waiver of the right to appeal.~~

~~-----B.----- If the disciplinary action was initially proposed by the mayor, then, for appeal purposes only, the mayor's position on the job description committee will be filled by another elected official, to be selected by lot.~~

~~C. The job description committee should schedule a hearing within thirty (30) calendar days after receipt of the notice of appeal, which hearing shall be open to the public. The employee shall be given written notice of the time and place of the hearing, at least ten (10) calendar days in advance of the hearing date.~~

~~D. The hearing on appeal shall be conducted in the following manner:~~

~~1. The personnel director or his designee shall first call witnesses and/or introduce such other evidence as he may wish in support of the disciplinary action. The employee, who has the right to be accompanied by a representative of his choice, shall then call witnesses and/or introduce such other evidence as he may wish to offer in his defense. The parties may then offer rebuttal evidence. Both the personnel director or his designee and the employee or his representative may cross-examine witnesses called by the other side. The personnel director or his designee and the employee or his representative shall have the right to make opening statements and closing arguments.~~

~~2. All parties may, within ten (10) calendar days after the close of the hearing, file briefs or proposed findings of fact with the job description committee.~~

~~3. Within thirty (30) calendar days after the close of the hearing, the job description committee shall render its final decision. Said decision will be in writing, and shall be final and binding on the parties.~~

~~4. Disciplinary action concerning sworn police officers will also be governed by the above specified procedure. However, if the Law Enforcement Officer's Bill of Rights (i.e., Section 112.051, et seq., Fla. Statutes) is applicable to the particular case, officers may not utilize said procedure until: (1) they first receive an advisory hearing pursuant to the Law Enforcement Officer's Bill of Rights; or (2) they waive their bill of rights hearing in writing. In cases where an officer utilizes the advisory hearing procedure specified by the city pursuant to the bill of rights, the ten day time limit for appealing the recommended disciplinary action provided for in section 2(A) will not begin to run until the police chief acts on the recommended decision of the complaint review board.~~

Section 2: Section 6 of the Charter of Plantation Florida shall be amended to read as follows:

Section 6. Governing body of city.

The government of the City of Plantation shall be vested in a ~~mayor and a~~ common council to consist of five (5) members to be called the city council of the City of Plantation ~~and the mayor~~ and the said five (5) councilmen ~~members~~ shall be elected by the qualified electors of the said city at large in the manner hereinafter prescribed, ~~except for the first officers of the city as hereinafter provided.~~ The members of the council shall elect annually at the first regular meeting after the annual election herein provided for, one of their number as ~~president of the council~~ mayor who shall preside over its meetings, and enforce such rules as may be adopted by the council and perform such ~~other~~ ceremonial or other duties as may be prescribed by ordinances. The council may elect a ~~president pro tem~~ vice mayor to act in the absence or disability of the ~~president~~ mayor.

Section 3: Section 10 of the City Charter of Plantation shall be amended to read as follows:

Section 10. Appointing powers.

The city council shall have the power to designate or create by ordinance or resolution such offices, departments, or divisions as the city council deems may be necessary for the administration of the affairs of the city; ~~to provide the duties and powers of the officers and employees of such office, department or division; provide for the appointment and fix the salary or compensation of such officers or employees.~~ to authorize the number of budgeted positions available for each office, department, or division of the city, and the power to fund such offices, departments, and divisions by resolution or by annual approval of the city budget. Except for the city manager (as set forth in Section 14 of this Charter) and the four (4) positions below, the city council shall not fill (by appointment or employment), nor vacate (by terminating the appointment or employment), nor fill and vacate, any position within an office, department, or division of the City, nor shall the city council prescribe the duties and responsibilities of such positions.

By a supermajority vote, the city council shall fill (by appointment or employment), or vacate (by terminating the appointment or employment).

or fill and vacate the position of the city attorney, which shall not be a charter office. Appointees or employees serving as city attorney shall serve at the pleasure of a super-majority of the members of the city council (and may not be terminated by the city manager), and shall have duties and compensation established by the city council from time to time. Once such duties and responsibilities have been established by the city council, the city attorney shall take direction from the manager to the extent authorized by the city council, and shall report to the city council as may be desired by the city council from time to time. This paragraph will not be construed to limit the city council to the appointment or employment of one individual to the position of city attorney; consequently, if the city council desires, it may appoint a law firm to such position.

By a supermajority vote, the city council shall fill (by approving the manager's nominations for appointment or employment), or vacate (by approving the manager's recommendation for terminating the appointment or employment), or fill and vacate as aforesaid, the following three (3) positions, which shall not be charter offices:

The Police Chief;

The Fire Chief; and

The City Clerk.

Appointees and employees serving in these three (3) positions shall have their duties and responsibilities established by the city manager from time to time, and shall be subject to the direction and supervision of the city manager. The council may require the city manager to nominate more than one individual for each of the above three (3) positions for the members of the city council to consider.

Section 4: Section 11 of the City Charter of Plantation shall be amended to read as follows:

Section 11. Powers enumerated.

All powers of the city, except such as are vested in the mayer city manager and except as otherwise provided by this Charter or the

Constitution of the State of Florida are hereby vested in the city council. The city council may, by ordinance or resolution, prescribe the manner in which any power of the city may be exercised. The council shall be the judge of the election and a qualification of its own members. The council may determine its own rule of procedure and may punish its own members for misconduct. If ~~the mayor or any councilman~~ a member of the council shall fail to attend meetings for a consecutive period of three (3) months, he or she may be relieved of his office by a majority vote of the council. A majority of the members of the council shall constitute a quorum.

Section 5: Section 14 of the City Charter of Plantation shall be amended to read as follows:

Section 14. Mayor City Manager.

~~It shall be the duty of the mayor to attend all meetings of the city council, to see that all ordinances are executed; he shall appoint persons to perform, temporarily, the duties of any disabled or suspended appointed officer. The mayor shall, from time to time, communicate in writing to the city council such information, and recommend such measures touching the public service and the best interests of the town as he may deem proper. He shall have general supervision over all town affairs and officers, except councilmen, and may examine into the condition of their offices, books, records and papers, thereof and therein, and the manner of conducting their official business, and shall perform such other duties as the ordinances of said town may require.~~

~~The mayor shall be the chief executive officer of the city and shall see that the provisions of this Charter, ordinances, laws and rules of the city are complied with, and enforced; he shall put down riots and unlawful assemblies, and may use the police power of the city for such purposes, and shall see that peace, good order, safety and good morals are preserved within the city. He shall have no vote on any resolution or ordinance except in case there is an absence or disability of one councilman and a tie vote results among the remaining four (4) councilmen, but he shall have the power to veto any ordinance or resolution of the city council in which event such resolution or ordinance shall not become effective until passed over his veto by a four-fifths vote of the city council.~~

~~The president of the city council during the absence or disability of the mayor, shall act as such mayor, but while so acting as such mayor, he shall~~

~~not act or vote as a member of the city council, except to the same extent as the mayor could have voted. The city council shall elect a president pro tem to serve while the president of the city council is acting as mayor.~~

(1) Creation of Office. The office of city manager is hereby created.

(2) Appointment of City Manager. The city manager shall be appointed by super-majority vote of the city council for an indefinite term. The manager shall be chosen by the council with significant emphasis being given to executive and administrative qualifications, such other matters as the city council may specify by ordinance or resolution, and to actual experience in or knowledge of accepted practice in respect to the duties of the office hereinafter set forth.

(3) Removal of the city manager. The city council may remove the city manager at any time, with or without cause, by a super-majority vote of its members.

(4) Power and duties of the city manager. The city manager shall be the chief executive officer of the city, responsible to the city council for the management of all city affairs placed in the manager's charge by or under this charter. The city manager shall:

(a) Appoint, hire, discipline, suspend, remove, fire, or some or all of the foregoing, all city employees and appointive officers provided for or by or under this charter, except as otherwise provided by law or this charter. The city manager may authorize any administrative officer or employee subject to the manager's direction and supervision to exercise these powers with respect to subordinates in that officer's or employee's department, office or division;

(b) Direct and supervise the administration of all departments, divisions, offices and positions of the city, but not Boards or Committees or Special Magistrates as are provided for by the city council, and except as otherwise provided by this charter or by law;

(c) Attend all city council meetings. The city manager shall have the right to take part in discussion but shall not vote;

(d) See that all laws, provisions of this charter and acts of the city council, subject to enforcement by the city manager or by

officers and employees subject to the manager's direction and supervision, are faithfully executed;

(e) Prepare and submit the annual budget and capital program to the city council, and implement the final budget approved by council to achieve the goals of the city;

(f) Submit to the city council and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;

(g) Make such other reports as the city council may require;

(h) Keep the city council fully advised as to the financial condition and future needs of the city;

(i) Make recommendations to the city council concerning the affairs of the city as he or she deems to be in the best interest of the city, and facilitate the work of the city council in developing policy;

(j) Make recommendations to the city council concerning the creation and designation of such offices, departments, or divisions as may be necessary for the administration of the affairs of the city, and the number of budgeted positions that should be made available for each office, department, or division of the city;

(k) The manager shall develop long term goals for the city and strategies to implement these goals and shall present them to the council for approval;

(l) Encourage and provide staff support for regional and intergovernmental cooperation;

(m) Pursuant to programs, procedures, or practices that may from time to time be generally authorized or approved by the city council: negotiate and execute contracts, liability indemnifications and releases, licenses, easements, deeds, and satisfactions or releases of liens or claims or interests in real property; make administer, and perform legal arrangements, including effecting or approving purchases or payments; and make decisions binding on the city during various types of negotiations or legal proceedings;

(n) Promote partnerships among the city council, staff, and citizens in developing public policy and building a sense of community; and

(o) Perform such other duties as are specified in this charter or may be required by the city council.

(5) Council Not to Interfere with Appointments or Removals. Neither the council nor any of its members shall direct or request the appointment of any person to, or removal from, office or employment or position by the city manager or any of the manager's subordinates, or in any manner take part in the appointment or removal of officers and employees and positions of the city, except as provided in Section 10 of this Charter for the four (4) positions therein stated. Except for the purpose of inquiry, the council and its members shall deal with the officers, appointees, and employees of the city which are subject to the manager's supervision pursuant to this Charter solely through the city manager and neither the council nor any member thereof shall give orders to (or otherwise direct) any subordinates of the city manager, either publicly or privately.

(6) Emergencies. In case of accident, disaster, or other circumstance creating a public emergency, the city manager may award contracts and make purchases for the purpose of meeting said emergency, but the manager shall file promptly with council a certificate showing such emergency and the necessity for such action, together with an itemized account of all expenditures. This provision shall be deemed supplemental to any other provision established by law, charter, or ordinance concerning emergency powers of positions, officers, and employees of the city.

(7) Bond. The city council may require the manager to furnish a surety bond to be approved by the council, said bond to be conditioned on the faithful performance of all the manager's duties. The premium of the bond shall be paid by the city.

(8) Compensation. The city manager shall receive such compensation as the council shall fix from time to time by ordinance or resolution.

(9) Vacancy. Any vacancy in the office of the city manager shall be filled within a reasonable time after the effective date of such vacancy.

(10) Interim manager. During any time that the office of the city manager is vacant, or during the significant absence or disability of the city manager, the council may by resolution appoint an interim city manager to perform the duties of the city manager.

Section 6: Section 22 of the City Charter of Plantation shall be amended to read as follows:

Section 22. Proclaiming elections.

All elections shall be proclaimed by the mayor at least thirty (30) days prior thereto, and in case of his or her refusal or omission to make any such proclamation, the same shall be made by the clerk, but no want of proclamation shall defeat the general election of the city officers as herein specified.

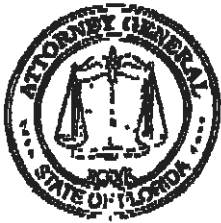
Section 7: Section 30 of the City Charter of Plantation shall be repealed:

Section 30. ~~City treasurer~~ (Reserved).

~~The city treasurer of the City of Plantation shall be appointed from among the members of the city council by the mayor, with the approval of the city council, and said city treasurer shall be the custodian of all the moneys of the city, and shall keep and preserve the same in such manner and in such place, or places, as shall be determined by the city council.~~

[389] 9002-11001. exe

Exhibit 3



PAM BONDI
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Opinions Section

FL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 243-0158 Fax (850) 922-3969
<http://www.myfloridalegal.com>

January 9, 2017

Ms. Diane Voltri Bendekovic
Mayor, City of Plantation
400 Northwest 73rd Avenue
Plantation, Florida 33317

Dear Ms. Bendekovic:

Thank you for your request for assistance in determining whether you, as mayor, are authorized by the city's charter to appoint and remove charter officers. Attorney General Bondi has asked that I respond to your letter.

Regrettably, this office does not interpret local codes and charters, nor does it render opinions at the request of a single public official when the question necessarily involves the power or authority of a collegial body. While your question involves a determination of the mayor's authority to act under the city's charter, the authority of the city council to amend the charter without a referendum is central to responding to your request. A majority of the members of the city's council would have to request an opinion on such a matter. This office must, therefore, decline to render an opinion.

I trust you will understand that a lack of statutory authority, as well as a deference to the democratic process of a collegial body, precludes more direct involvement by this office at this time.

Sincerely,

Lagran Saunders
Director, Opinions Division

ALS/tsh

Exhibit "3"


Post-It® Fax Note	7871	Date	1/10/17	Page	1 of 1
To	Ms. Voltri	From	Opinions		
Cell No.		City			
Phone #		Phone #	850 243 0158		
Fax #	954 747 2223	Fax #			

Exhibit 3

Exhibit 4

MEMORANDUM

To: The Honorable Diane Veltri Bendekovic, Mayor

From: Donald J. Lunny, Jr., City Attorney 

Date: January 23, 2017

Re: Seeking an Opinion from the Office of the Florida Attorney General about the validity of certain Code Provisions which concern the City Attorney

Thank you for sharing Mr. Saunder's January 9, 2017 letter with me. As the Administration is now aware, given the Office of the Florida Attorney General's expressed reluctance to interpret municipal charter and code provisions and preference for issuing opinions concerning the application of State law, if an Opinion from such Office is still desired, it will be necessary to re-cast the City's request for an Opinion so as to limit such request to State law issues. In addition, since the Office of the Florida Attorney General views the questions presented as not only affecting the preservation of the Office of Mayor's Charter powers, but also affecting Code provisions approved by the City Council, if an Opinion is still desired, you will need to ask the Council to join with you in seeking an Opinion from such Office. I would note that while Opinions of the Attorney General constitute persuasive legal authority, the only method for the City to obtain a binding interpretation of the questions raised by the City's current Charter and Code is through litigation.

You have asked that I prepare a Memorandum to you concerning whether the questions previously raised can be re-cast so that the Florida Attorney General might be more inclined to render an Opinion about the subject if an Opinion from such Office is still desired.

I.

The questions presented essentially involve the application of State law, namely, the Municipal Home Rule Powers Act. Therefore, the questions can be re-cast. As explained in more detail in my earlier Memorandum of December 14, 2016, there are two basic legal reasons why I am of the considered view that Ordinance No.'s 637 and 920 are not valid enactments under the Municipal Home Rule Powers Act:

1. The first basic legal reason why the Ordinances are invalid is that they alter the distribution of powers among elected officials as stated in the City's Charter and were enacted without being approved by a referendum of the voters. Fla. Stat. §166.021(4)(2016) states:

"(4) The provisions of this section shall be so construed as to secure for municipalities the broad exercise of home rule powers granted by the constitution. It is the further intent of the Legislature to extend to municipalities the exercise of powers for municipal governmental, corporate, or proprietary purposes not expressly

prohibited by the constitution, general or special law, or county charter and to remove any limitations, judicially imposed or otherwise, on the exercise of home rule powers other than those so expressly prohibited. However, nothing in this act shall be construed to permit any changes in a special law or municipal charter which affect the exercise of extraterritorial powers or which affect an area which includes lands within and without a municipality or any changes in a special law or municipal charter which affect the creation or existence of a municipality, the terms of elected officers and the manner of their election except for the selection of election dates and qualifying periods for candidates and for changes in terms of office necessitated by such changes in election dates, the distribution of powers among elected officers, matters prescribed by the charter relating to appointive boards, any change in the form of government, or any rights of municipal employees, without approval by referendum of the electors as provided in s. 166.031. Any other limitation of power upon any municipality contained in any municipal charter enacted or adopted prior to July 1, 1973, is hereby nullified and repealed." (emph. supp.)

Ordinance No.'s 637 and 920 alter the distribution of powers among elected officials in at least the following manner:

- a. Under the Charter, the City Attorney may be suspended only for cause by the Mayor, and the City Council only has the right after such suspension to remove the City Attorney in the event the Council determines that the cause for the suspension is sufficient for removal. Ordinance No. 637 (from which Sections 2-143 and 2-144, Plantation City Code emanate) and Ordinance No. 920 (from which Section 2-126 emanates) both contain language which states that the City Attorney "*serves at the pleasure of the City Council.*" Thus, these Ordinances make the Mayor's Charter power to suspend the City Attorney meaningless, and change the Council's "*for cause-after suspension*" removed privilege into a "*for convenience-without suspension*" removed privilege.
- b. Under the City Charter, the Office of Mayor has the right, subject to approval by the City Council, to appoint the City Attorney. There are no restrictions on the Office of Mayor's prerogatives for making this appointment.¹ The provisions of Section 2-144, Plantation City Code (which emanate from Ordinance No. 637) create a selection process for filling vacancies in the Office of City Attorney. This Code Section alters the distribution of powers among the elected officials in that: (i) it requires the Mayor to propose a minimum of three candidates for the position of City Attorney to the City Council, and thus, would preclude the Mayor from proposing a single candidate to fill the position if that is what the Mayor desired; and (ii) the process gives the "elected body" (presumably the Mayor and City Council) the prerogative of ranking *candidates* for further consideration, instead of such decision being solely within the Mayor's purview as contemplated by Section 13 of the Charter (which vests the

¹ Similarly, there are no Charter restrictions on the City Council's right under the Charter to determine whether to approve or not approve the Mayor's appointment of Charter Officers.

Mayor with the power to make an appointment and thus ascertain, rank, and select candidates as the Mayor desires prior to arriving at the Mayor's appointment).²

2. The second legal reason why Ordinance No.'s 637 and 920 are not valid under the Municipal Home Rule Powers Act is because the authority given to municipal governing bodies to abolish Charter Departments under such Act without an approval by a referendum of the voters has not been interpreted to extend to abolishing Charter Offices. Fla. Stat. §166.031 (5) (2016) states:

"(5) A municipality may, by unanimous vote of the governing body, abolish municipal departments provided for in the municipal charter and amend provisions or language out of the charter which has been judicially construed, either by judgment or by binding legal precedent from a decision of a court of last resort, to be contrary to either the State Constitution or Federal Constitution." (emph. supp.)

It is clear from the "Whereas" recitals of Ordinance No. 637 that it was adopted to abolish the Charter Office of the City Attorney under the authority of Subsection 166.031(5), Florida Statutes, and from the "Whereas" recitals of Ordinance No. 920 that it was enacted in light of the assumption that the Charter Office of the City Attorney had been abolished by Ordinance No. 637. As stated above, neither Ordinance No. 637 nor Ordinance No. 920 were approved by a referendum of the voters. In Op. Att'y. Gen. Fla. 08-38 (2008), the Attorney General opined that Subsection 166.031 (5), Florida Statutes, would not authorize a municipality to unanimously adopt an Ordinance removing a Charter Office from a municipal Charter, determining instead that a referendum approved by the voters would be required. The Florida Attorney General narrowly read Subsection 166.031 (5), Florida Statutes, to apply only to abolishing Charter "Departments" as opposed to Charter "Offices".

II.

In light of the above, the City might consider asking the following revised questions of the Office of the Attorney General of Florida in lieu of the ones identified in my Memorandum of December 14, 2016:

1. *Is Ordinance No. 637 a valid enactment under the Municipal Home Rule Powers Act given that it was not approved by a referendum of the voters?*
2. *As applied to the Charter Office of City Attorney is Ordinance 920 a valid enactment under the Municipal Home Rule Powers Act given that it was not approved by a referendum of the voters?*

DJL:tw

² If the "elected body" is construed to be only the City Council, the conflict with the Charter is even more evident.

Exhibit 5

OFFICE OF THE MAYOR
Diane Veltri Bendekovic,
Mayor



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

TO: The Members of City Council

FROM: Mayor Diane Veltri Bendekovic *DVB*

DATE: January 24, 2017

SUBJECT: Clarification of the duties, powers and responsibilities of a Strong Mayor

In 2014, City Council placed a referendum on the ballot for Plantation voters to decide whether to retain a "Strong Mayor" form of government. The overwhelming result was the residents rejected changing the form of government in Plantation. I might add this wasn't the first time. In light of recent campaign forums and inferences made on the Council dais concerning the City Attorney's appointment/agreement with the City of Plantation, I chose to research the matter.

Based on my interpretation of the City Charter, it is my understanding that it provides the Office of the Mayor the privilege to appoint three Charter officers (City Clerk, Chief of Police, City Attorney) subject to Council's ratification. The City Charter also limits Council's participation in removal of Charter Officers to taking action only after suspension of said officers by the Mayor or unless changed by a future referendum.

At my request, the City Attorney prepared a December 14, 2016 Memorandum to me, which outlined the history, his conclusions, and questions that might be asked of the Florida Attorney General. His Memorandum is attached (Exhibit "1"). On December 14, 2016, I requested the Office of the Attorney General of Florida to render an Opinion (Exhibit "2"). On January 11, 2017 I received a response from Mr. Lagran Saunders of the Florida Attorney General's Office (Exhibit "3"). On January 17, 2017 a conference call was scheduled with Mr. Saunders, the City Attorney and myself. I then requested the City Attorney to prepare another Memorandum, assuming the possibility of requesting yet another Opinion from the Florida Attorney General's Office on the questions in the recent Memorandum to me from the City Attorney (Exhibit "4").

Clarification of the duties, powers and
responsibilities of a Strong Mayor

Page 2

After reviewing all the information in the attached documents, it is my opinion that the City Attorney does not serve at the pleasure of a majority of the City Council, and that the City Council can only remove the City Attorney after the Mayor suspends the City Attorney for just cause. In addition, after further review and research, it seems that the City Code (Sec. 2-144) provisions indicating a process to fill the vacancy of the City of Attorney are certainly in conflict with the "Strong Mayor" power and not approved by a referendum of the voters.

So in keeping with the 2014 referendum of retaining a "Strong Mayor" form of government, which provides my office with appointment privileges, I will exercise my "Strong Mayor" powers. Until I decide otherwise, there will be no further action by my office with regard to the City Attorney.

With that said after each of you have had reasonable time to review all the attached documents. If a Council Member has a need to discuss the matter further with me, please advise the Susan Slattery, City Clerk, and the item will be placed on the City Council agenda in March.

Exhibit 6

CITY OF PLANTATION, FLORIDA
CERTIFICATE AS TO PUBLIC MEETING

STATE OF FLORIDA :

COUNTY OF BROWARD :

Each of the undersigned members of the City Council of the City of Plantation, Florida,

DOES HEREBY CERTIFY:

The City Council held a public meeting on the ____ day of _____, 2017, in compliance with State Statutes 286.011, Florida Statutes, commonly known as the "Sunshine Law" after due notice to the public was given in the ordinary manner required by law and custom of the City Council.

The matter of "Clarification of the role of a "Strong Mayor" to appoint/remove Charter Officials" was published as one of the agenda items (# ____) and discussed by the City Council at the meeting. After deliberations, it was the consensus that the City Council should support the request to submit a letter to the Office of the Attorney General, seeking clarification on "The role of Plantation's Strong-Mayor to appoint/remove Charter Officials" as indicated in the Mayor's draft letter to the office of Attorney General dated May 17, 2017.

This affidavit indicates each elected official's confirmation that this was indeed the official direction provided by the Council at the meeting.

IN WITNESS WHEREOF, we have hereunto affixed our official signature as of the ____ day of _____, 2017.

Diane Veltri Bendekovic, Mayor

Peter S. Tingom, President of the City Council

Lynn Stoner, President Pro Tem of the City Council

Jerry Fadgen, Council Member

Mark Hyatt, Council Member

Ron Jacobs, Council Member

Susan Slattery, City Clerk