



Southwest Ranches Town Council

REGULAR MEETING Agenda of August 10, 2017

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u>	<u>Town Council</u>	<u>Town Administrator</u>	<u>Town Attorney</u>
Doug McKay	Freddy Fisikelli	Andrew D. Berns	Keith M. Poliakoff, J.D.
<u>Vice Mayor</u>	Gary Jablonski	<u>Town Financial</u>	<u>Assistant Town</u>
Steve Breitreuz	Denise Schroeder	<u>Administrator</u>	<u>Administrator/Town Clerk</u>
		Martin Sherwood, CPA CGFO	Russell C. Muniz, MMC

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

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Public Comment

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

4. Board Reports

5. Council Member Comments

6. Legal Comments

7. Administration Comments

Ordinance - 2nd Reading

- 8. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING ORDINANCE NO. 2017-03's PROHIBITION OF CANNABIS-RELATED USES IN THE TOWN OF SOUTHWEST RANCHES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {Approved on 1st Reading - July 27, 2017}**

Resolutions

- 9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH AMROAD LLC IN THE AMOUNT OF FORTY-THREE THOUSAND TWO HUNDRED TWENTY DOLLARS AND**

EIGHTY-TWO CENTS (\$43,220.82), TO COMPLETE THE SW 166TH AVENUE STRIPING PROJECT AND THE HANCOCK ROAD STRIPING PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ISSUE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE EFFORTS OF THE FLORIDA DON'T TEXT AND DRIVE COALITION BY URGING THE FLORIDA LEGISLATURE TO MAKE TEXTING WHILE DRIVING A PRIMARY OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**
- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE ZONING IN PROGRESS FOR WIRELESS SERVICE FACILITIES AND PERSONAL WIRELESS SERVICE FACILITIES, AS DEFINED IN SECTION 365.172 F.S. AND 47 U.S.C. §332(c)(7)(C)(ii); ADDING INTO THE ZONING IN PROGRESS THE INSTALLTION OF FIBER FOR BACKHAUL, WITHIN THE TOWN'S RIGHTS-OF-WAY; DIRECTING TOWN STAFF TO DEFER THE ACCEPTANCE AND PROCESSING OF DEVELOPMENT APPLICATIONS AND PROHIBITING THE ISSUANCE OF BUILDING PERMITS, DEVELOPMENT ORDERS, OR LOCAL BUSINESS TAX RECEIPTS UNTIL THE EARLIER OF THE DATE THE TOWN ADOPTS ITS CODE REVISIONS OR DECEMBER 31, 2017; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**
- 12. Approval of Minutes**
 - a. June 22, 2017 Regular Meeting**
 - b. June 29, 2017 Special Meeting**
 - c. July 13, 2017 Regular Meeting**

13. Adjournment

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



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 8/10/2017
SUBJECT: Cannabis Related Uses

Recommendation

Motion to approve the ordinance.

Strategic Priorities

A. Sound Governance

C. Reliable Public Safety

Background

On February 23, 2017, pursuant to Ordinance No. 2017-03, the Town amended its list of permitted, conditional, and prohibited uses set forth in the ULDC. Since the Florida Legislature had not yet enacted rules and regulation for cannabis dispensaries, the Town listed them as a prohibited use in all zoning categories, but agreed to revisit the matter once the Legislature had acted.

On June 23, 2017, Governor Scott signed Senate Bill 8A into law. Although Senate Bill 8A prohibits municipalities from establishing distance requirements between cannabis dispensaries, it allows municipalities to ban them completely.

The Town is a rural municipality with limited police resources and cannabis-related uses are generally an all cash business, which has resulted in them being targeted for illicit activity. As a direct result of the Town's fiscal inability to provide additional public safety personnel to help protect this use and the general public, and the Town's inability

to control the locations for this use, the Town believes that it is in the best interest of the health, safety, and welfare of its residents to maintain its complete ban on cannabis-related uses.

Fiscal Impact/Analysis

N/A

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Ordinance - TA Approved	7/26/2017	Ordinance

ORDINANCE NO. 2017 -

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING ORDINANCE NO. 2017-03's PROHIBITION OF CANNABIS-RELATED USES IN THE TOWN OF SOUTHWEST RANCHES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 23, 2017, pursuant to Ordinance No. 2017-03, the Town of Southwest Ranches, Florida amended its list of permitted, conditional, and prohibited uses set forth in the ULDC; and

WHEREAS, since the Florida Legislature had not yet enacted rules and regulation for cannabis dispensaries, the Town listed them as a prohibited use in all zoning categories, but agreed to revisit the matter once the Legislature had acted; and

WHEREAS, on June 23, 2017, Governor Scott signed Senate Bill 8A into law;

WHEREAS, although Senate Bill 8A prohibits municipalities from establishing distance requirements between cannabis dispensaries, it allows municipalities to ban them completely; and

WHEREAS, the Town of Southwest Ranches is a rural municipality with limited police resources; and

WHEREAS, cannabis-related uses are generally an all cash business, which has resulted in them being targeted for illicit activity; and

WHEREAS, municipalities in both Colorado and Nevada have seen a substantial increase in robberies at cannabis dispensaries; and

Ordinance No. 2017-

New text is underlined and deleted text is stricken.

1 **WHEREAS**, as a direct result of the Town's fiscal inability to provide additional
2 public safety personnel to help protect this use and the general public, and the Town's
3 inability to control the locations for this use, the Town believes that it is in the best interest
4 of the health, safety, and welfare of its residents to maintain its complete ban on
5 cannabis-related uses.

6 **NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE**
7 **TOWN OF SOUTHWEST RANCHES, FLORIDA:**

8 **Section 1:** The foregoing "WHEREAS" clauses are hereby ratified and confirmed
9 as being true and correct, and are hereby incorporated herein and made a part hereof.

10 **Section 2:** The Town hereby ratifies Ordinance No. 2017-03, and it
11 maintains its complete ban on cannabis-related uses.

12 **Section 3: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or
13 parts of Resolutions in conflict herewith, be and the same are hereby repealed to the
14 extent of such conflict.

15 **Section 4: Severability.** If any word, phrase, clause, sentence or section of
16 this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof
17 shall not affect the validity of any remaining portions of this Ordinance.

18 **Section 5: Effective Date.** This Ordinance shall take effect immediately upon
19 passage and adoption.

20
21
22
23
24
25 **[Signatures on Following Page]**

Ordinance No. 2017-__

New text is underlined and deleted text is ~~stricken~~

PASSED ON FIRST READING this ____ day of _____, 2017 on a motion made
by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____,
2017, on a motion made by _____ and seconded by
_____.

McKay	_____	Ayes	_____
Breitkreuz	_____	Nays	_____
Fisikelli	_____		
Jablonski	_____	Absent	_____
Schroeder	_____	Abstaining	_____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney

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Ordinance No. 2017-____
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13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
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Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Rod Ley, Town Engineer
DATE: 8/10/2017
SUBJECT: FY 2017 Roadway Striping Agreement with Amroad LLC

Recommendation

To place this item on the agenda for Council consideration and approval of a Purchase Order with Amroad LLC for the SW 166th Avenue and Hancock Road striping projects.

Strategic Priorities

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

Background

On August 15, 2016 the City of Pompano Beach issued Bid E-47-16 Pavement Marking (Cooperative Bid) as the lead agency for the Southeast Florida Governmental Purchasing Cooperative for an annual contract for the furnishing and installation of pavement marking as needed.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common,

basic items.

On September 15, 2016 the City of Pompano received five (5) responses. After reviewing the bids, it was determined that Amroad LLC was the lowest responsive and responsible bidder that met the requirements of the IFB. On November 8, 2016 the City of Pompano entered into an agreement with Amroad LLC. The bid and contract allow for piggybacking using the same unit pricing.

At the request of Town staff, Amroad LLC provided a quote in the amount of \$34,267.08 for the edge line striping along SW 166th Avenue from Griffin Road to SW 63rd Manor (approximately 1.5 miles) and the edge line and center line striping along Hancock Road from Griffin Road to Old Sheridan Street (approximately 2.3 miles).

The Drainage and Infrastructure Advisory Board prioritized the SW 166th Avenue and Hancock Road striping projects as a desirable projects to complete in FY 2017.

Fiscal Impact/Analysis

The Town currently has \$50,000 budgeted in the Fiscal Year 2016-2017 Municipal Transportation Fund Expenditures account #101-5100-541-63360 (Infrastructure- Striping / Markers). Accordingly, this project is anticipated to be completed on schedule and within budget.

Staff Contact:

Rod Ley, P.E, Town Engineer

ATTACHMENTS:

Description	Upload Date	Type
Amroad Resolution - TA Approved	8/3/2017	Resolution
Exhibit A	7/27/2017	Exhibit
Southeast Florida Governmental Purchasing Cooperative Contract	7/13/2017	Contract

RESOLUTION NO. 2017 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH AMROAD LLC IN THE AMOUNT OF FORTY-THREE THOUSAND TWO HUNDRED TWENTY DOLLARS AND EIGHTY-TWO CENTS (\$43,220.82), TO COMPLETE THE SW 166TH AVENUE STRIPING PROJECT AND THE HANCOCK ROAD STRIPING PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ISSUE A PURCHASE ORDER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town budgeted \$50,000 for Infrastructure Striping / Markers in the Fiscal Year 2016-2017 Municipal Transportation Fund Expenditures (101-5100-541-63360); and

WHEREAS, on August 15, 2016 the City of Pompano Beach issued Bid E-47-16 Pavement Marking (Cooperative Bid) as the lead agency for the Southeast Florida Governmental Purchasing Cooperative for an annual contract for the furnishing and installation of pavement marking as needed; and

WHEREAS, on September 15, 2016 the City of Pompano received five (5) responses; and

WHEREAS, after reviewing the bids, it was determined that Amroad LLC was the lowest responsive and responsible bidder that met the requirements of the Invitation For Bid (IFB); and

WHEREAS, on November 8, 2016 the City of Pompano entered into an agreement with Amroad LLC; and

WHEREAS, the bid and agreement, as well as the Town's Procurement Code, allows the Town to piggyback off of its pricing; and

WHEREAS, the SW 166th Avenue striping project and the Hancock Road striping project are specifically named in the FY 2016-2017 Town Budget; and

WHEREAS, the project includes, but is not limited to, the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and everything else necessary for proper construction and completion of the project; and

WHEREAS, the cost for completing this work is \$43,220.82; and

WHEREAS, it has been determined to be in the public's best interest to award this work to Amroad LLC; and

WHEREAS, the Town of Southwest Ranches desires to issue a Purchase Order under the terms and conditions set forth hereinafter.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

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

Section 2. The Town Council hereby approves a Purchase Order in the amount of Forty-Three Thousand, Two Hundred Twenty Dollars and Eighty-Two Cents (\$43,220.82) for Amroad LLC to provide the roadway striping along SW 166th Avenue and Hancock Road, as outlined in Bid E-47-16, in accordance with the terms and conditions contained within the procurement attached hereto as Exhibit "A", which is incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to issue a Purchase Order for work performed as outlined in Bid E-47-16 attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

[Signatures On Next Page]

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

Ranches, Florida, this ____ day of _____, _____ on a motion by

_____ and seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

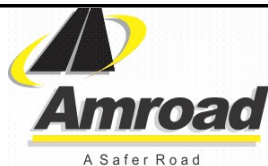
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

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Quote

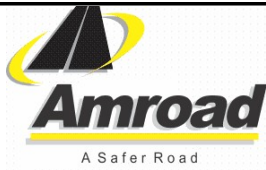
Client:	Town Southwest Ranches	Date:	7/27/2017
Client Rep:	Rod Ley	Phone:	(954) 343 -7444
Prep. By:	Laureano Martinez Aunon	Phone:	(813) 293 - 7976

Project:	SW 166th Avenue and Hancock Road Striping	Project:	2016-040
County:	Broward		
Scope of Work:	Pavement Marking	Bid Date:	06/22/17

Pay Item No.	Description	Units	Qty	Unit Price	Price
SW 166th Avenue From Griffin Road to SW 63rd Manor (about 1.5 miles)					
0706 3	Retroreflective Pavement Markers	EA	62.00	\$ 3.00	\$ 186.00
0711 35 41	Thermoplastic, Standard, White, Solid, 4"	LF	15,840.00	\$ 0.59	\$ 9,345.60
0711 11 125	Thermoplastic, Standard, White, Solid, 24"	LF	72.00	\$ 2.72	\$ 195.84
0711 36 41	Thermoplastic, Standard, Double Yellow, Solid, 4"	LF	620.00	\$ 0.88	\$ 545.60
0711 17	Thermoplastic, Remove Existing Thermoplastic Pavement	SF	553.20	\$ 2.00	\$ 1,106.40
Hancock Road (SW 142nd St) From Griffin Road to Old Sheridan St. (about 2.3 miles)					
0706 3	Retroreflective Pavement Markers	EA	417.00	\$ 3.00	\$ 1,251.00
0711 35 41	Thermoplastic, Standard, White, Solid, 4"	LF	24,288.00	\$ 0.59	\$ 14,329.92
0711 11 125	Thermoplastic, Standard, White, Solid, 24"	LF	96.00	\$ 2.72	\$ 261.12
0711 36 41	Thermoplastic, Standard, Double Yellow, Solid, 4"	LF	1,510.00	\$ 0.88	\$ 1,328.80
	Thermoplastic, Standard, Yellow, Skip, 4"	LF	3,036.00	\$ 0.44	\$ 1,335.84
0711 17	Thermoplastic, Remove Existing Thermoplastic Pavement	SF	2,190.48	\$ 2.00	\$ 4,380.96
Total				\$	34,267.08

Notes:

- 1) Quantities estimated from Google Maps. Final quantities and /or additional pay items will be determined upon completion of the work.
- 2) MOT included.
- 3) Mobilization included.
 - a) Work estimated to be completed within one (1) mobilization. Additional mobs required (beyond Amroad's control) will be charged at \$2,600 / shift.
- 4) Roadway should be clean and free from debris prior to the application of the roadway marking, including but not limited to: vehicles, trash cans, dumpsters, obstacles, etc.. Quote includes removal of vegetation along edge line for item 4" white solid.
- 5) No pavement marking removal is included in any of the paint, thermoplastic or tape pay items listed above.
- 6) Pavement Marking Removal (grinding) will be as required and charged as follows:
 - a) As per Unit Prices listed above.
 - b) Removal quantities (if required) for existing yellow pavement marking and stop bars only
- 7) Paint application before thermoplastic (if required) is not included.
- 8) MOT/Phase temporary pavement marking (if required) is not included.
- 9) Bond is not included.
- 10) Work should be scheduled two weeks in advance (minimum).
- 11) Estimate based on current FDOT "Basis of Estimates".
- 12) Estimate does not include additional cost of CCIP or OCIP (If required).



Quote

Client:	Town Southwest Ranches	Date:	7/27/2017
Client Rep:	Rod Ley	Phone:	(954) 343 - 7444
Prep. By:	Laureano Martinez Aunon	Phone:	(813) 293 - 7976

Project:	SW 166th Avenue and Hancock Road Striping	Project:	2016-040
County:	Broward		
Scope of Work:	Pavement Marking	Bid Date:	06/22/17

Pay Item No.	Description	Units	Qty	Unit Price	Price
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- 13) Any additional cost (such as insurance, badges, rail road insurance, etc.) required by Owner or Contractor is not included.
- 14) If Contractor issues a subcontract for this work, then this bid and adjoining notes will become part of the contract and controls over any conflicting terms.

Acceptance of Proposal

Company:

Name:

Title:

Signature:

Date:



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. E-47-16

Description/Title: Pavement Marking

Initial Contract Term: Start Date: 11/08/16 End Date: 11/07/17

Renewal Terms of the Contract: 2 (No. of Renewals) Renewal Options for 1 year (Period of Time)

Renewal No. 1 Start Date: 11/08/17 End Date: 11/07/18

Renewal No. 2 Start Date: 11/08/18 End Date: 11/07/19

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Amroad, LLC

Vendor Address: 3975 Pembroke Road, Hollywood, FL. 33021

Contact: Laureano Martinez-Aunon, Operations Manager

Phone: 954-962-1600 ext 104 Fax: 305-675-8016

Cell/Pager: 813-293-7976 Email Address: l.aunon@amroadfl.com

Website: http://amroadfl.com FEIN: 26-3976898

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: 11/08/16 Resolution/Agenda Item No.: 2016-6

Insurance Required: Yes X No

Performance Bond Required: Yes No X

SECTION #3 LEAD AGENCY

Agency Name: City Pompano Beach

Agency Address: 1190 NE 3rd Avenue, Building C, Pompano Beach, FL. 33060

Agency Contact: Jeff English Email jeffrey.english@copbfl.com

Telephone: 954-786-4098 Fax: 954-786-4168



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

November 9, 2016

Laureano Martinez Aunon, Operations Manager
Amroad, LLC
3975 Pembroke Road
Hollywood, Florida 33021

Via facsimile: (305) 675-8016 and email: l.aunon@amroadfl.com

Dear Mr. Aunon,

The City Commission, at their November 8, 2016 meeting, agenda item #6, approved award of an open-ended contract at the unit prices bid to your company for the following:

Bid E-47-16, Pavement Marking [Cooperative Bid]

The contract period shall be one year, through November 7, 2017. The City will place orders for pavement marking, at the unit prices bid, throughout the contract period. The specifications, terms, and conditions of the Bid shall remain firm for the initial contract period, and any renewal period. Contract renewal may be as per the terms stated in the bid document.

A copy of this letter, and additional bid information, will be distributed to each participating Southeast Florida Governmental Purchasing Cooperative member. Each participating entity is responsible for issuing its own contract, purchase order, payment, etc.

Please call me if you have any questions at (954) 786-4098. We look forward to a successful relationship with your company.

Very truly yours,

Jeff English
Purchasing Agent

enclosure

cc: Michael Carter, Streets Superintendent
Southeast Florida Governmental Purchasing Cooperative
file



City of Pompano Beach

100 West Atlantic Blvd.
Pompano Beach, FL 33060

Agenda Item Cover Page

Agenda Date: 11/08/2016

Agenda Number: 6.

File ID: 17-32

Type: Approval Request

Status: Consent Agenda
Ready

Version: 1

In Control: City Commission

Department: General Services

File Created: 10/26/2016

Subject:

Final Action:

Title: Approval to award Bid #E-47-16 Pavement Marking (Co-operative Bid) to the lowest responsive bidder Amroad, LLC, to establish an annual contract. The estimated annual cost to the City for Pavement Marking is \$60,000.00.
(Fiscal Impact: \$60,000.00)

Contract Expiration Date:

Enactment Date:

Strategic Initiative:

Enactment Number:

Location:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/27/2016	Otis Thomas	Approve	10/28/2016
1	2	10/31/2016	Rob McCaughan	Approve	10/31/2016
1	3	10/31/2016	Suzette Sibble	Approve	11/2/2016
1	4	10/31/2016	Brian Donovan	Approve	11/2/2016
1	5	10/31/2016	Phyllis Korab	Approve	11/2/2016
1	6	11/1/2016	Dennis Beach	Delegated	
1	7	11/1/2016	Phyllis Korab	Approve	11/3/2016
1	8	11/2/2016	Kervin Alfred	Approve	11/3/2016

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Commission	11/08/2016					

Text of Legislative File 17-32

Summary Explanation/Background:

Bid E-47-16 was issued to establish an annual contract to apply pavement marking (paint and reflective marking), as needed after pavement resurfacing. The City of Pompano Beach issued this bid as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, on behalf of

the City and six other governmental agencies. Bid award is recommended to the lowest responsive bidder Amroad, LLC, at the unit prices bid. Based upon the prices bid, and the City's portion of the estimated contract usage, annual expenditures for pavement marking could total \$60,000.00. The contract period is one year, commencing upon award by the Commission, with contract renewal possible as stated in the bid specifications. The General Services Department performed outreach to pavement marking contractors to inform them about this project. A total of five (5) local companies were notified. City Commission approval of this contract award is requested.

Origin of request for this action: Staff

Fiscal impact and source of funding: As needed from account 302-7303-541.65-12 Capital Projects Fund/Project 07-925 Road Resurfacing Program/Construction and Other Maintenance.

(Staff Contact: Robert McCaughan)

MEMORANDUM

Purchasing #17-009
October 25, 2016

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director
From: Jeff English, Purchasing Agent
Subject: Award Bid E-47-16 Pavement Marking (Cooperative Bid)

Contract Need/Background

The City of Pompano Beach issued Bid E-47-16 to establish an annual contract to apply pavement marking (paint and reflective marking), as needed after pavement resurfacing. The City issued this bid as the lead agency, on behalf of our City and six other governmental agencies in the Southeast Florida Governmental Purchasing Cooperative. The estimated quantities stated in the bid solicitation include anticipated requirements from all of the participating agencies, including the City of Pompano Beach.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Streets Department, the bid tabulation, and solicitation document. The Streets Department recommends the contract be awarded to the lowest bidder, Amroad, LLC.

Bidders List

The Bidders List was created by using companies suggested by the requesting department, companies that have responded to prior bids, companies that have requested their names be placed on the Bid List, and companies from appropriate listings in other source books.

Number of firms responding with complete bids.....5

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The Bid package was also posted in the City's eBid System for download by interested firms.

Funding

The total annual value of this contract award based on the combined estimated annual quantities of the six participating co-op agencies, and the City of Pompano Beach, is \$459,413.80. Based upon the unit prices bid, and the City's estimated usage, the City of Pompano Beach annual expenditures for pavement marking could total \$60,000.00. City purchases will be made, as needed from account 302-7303-541.65-12 Capital Projects Fund / Project 07-925 Road Resurfacing Program / Construction and Other Maintenance as appropriate for each Job.

October 25, 2016

Market Research

The General Services Department performed outreach to Pompano Beach pavement marking contractors to inform them about this project. A total of five (5) local companies were notified.

Award Recommendation

It is recommended that a one-year contract award be made to the lowest bidder Amroad, LLC. The contract may be renewed for two (2) additional one-year periods, subject to the terms and conditions contained in the bid specifications.

/je
enclosures

cc: File
Southeast Florida Governmental Purchasing Cooperative



Phone: (954) 786-4146

City of Pompano Beach
Public Works Department

Fax: (954) 786-4028

MEMORANDUM NO.ST16-05

DATE: September 19, 2016

TO: Otis J. Thomas, General Service Director *OT*

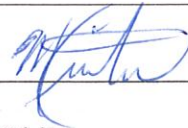
FROM: Michael B. Carter, Streets Superintendent *MB Carter*

VIA: Robert McCaughan, Public Works Director *RJM*

SUBJECT: Co-Op Bid Award Recommendation

Attached is the completed bid award recommendation form for Bid #E-47-16 for Pavement Marking. Please proceed using the Amroad, LLC, the lowest bidder. This will allow the Streets Division to provide pavement marking behind the resurfacing contractor in various locations throughout the City for the Capital Project Road Resurfacing Program which will be taken from the Capital Improvement Project account 302-7303-541-65-12 in the amount of sixty thousand dollars.

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Jeff English Date 09/16/16
To: Public Works/Streets Department Attn.: Michael Carter 
Subject: Bid No. E-47-16 Item/service: Pavement Marking [Cooperative Bid]

Attached is the Bid Tabulation for subject item/service requisitioned by your department. Please complete this form in order that proper presentation and recommendations may be made to the City Commission for their approval, as appropriate. Your response should be typed. Please return this form to the Purchasing Division within three weeks of receipt.

This form must be accompanied by a memorandum explaining the item/service to be purchased, what it will be used for, stating that it is either a replacement or an additional item, and any other pertinent information which might be requested by the City Commission. This memo should also contain a detailed justification if you are rejecting a low bidder (see below).

1. SOURCE OF FUNDS:

Budgeted Code: 302-7303-541.65-12

Title: Road Resurfacing

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Amroad, LLC

(b) Is the recommended bid the lowest bid received?

Yes X No

Note: If you recommend award to other than the low bidder detailed justification must be furnished for rejection of all lower bids, in an accompanying memorandum.

(c) If references were required, were they checked?

Yes X No Not applicable for this bid

Signature: Robert McLaughlin

Date: 9/20/16

Title: Public Works Director
(Department Head)

E-47-16
Pavement Marking [Cooperative Bid]
9/15/2016

Amroad, LLC	Steffen & Sons Striping LLC	McShea Contracting, LLC
3975 Pembroke Road	13351 40th St. North	508 owen Ave. North
Hollywood, FL 33021	West Palm Beach, FL 33411	Lehigh Acres, FL 33971

Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Thermoplastic striping, single solid white, 4 inches wide	51000	L.F.	\$0.44	\$22,440.00	\$0.042	\$2,142.00	\$0.50	\$25,500.00
2	Thermoplastic striping, solid yellow, 4 inches wide	29100	L.F.	\$0.44	\$12,804.00	\$0.42	\$12,222.00	\$0.50	\$14,550.00
3	Thermoplastic striping, skip, white or yellow, 4 inches wide	30100	L.F.	\$0.44	\$13,244.00	\$0.42	\$12,642.00	\$0.50	\$15,050.00
4	Thermoplastic striping, solid white or yellow, 6 inches wide	128880	L.F.	\$0.66	\$85,060.80	\$0.62	\$79,905.60	\$0.60	\$77,328.00
5	Thermoplastic striping, skip, white or yellow, 6 inches wide	88700	L.F.	\$0.66	\$58,542.00	\$0.65	\$57,655.00	\$0.60	\$53,220.00
6	Thermoplastic striping, solid white, 8 inches wide	8000	L.F.	\$0.87	\$6,960.00	\$0.80	\$6,400.00	\$1.00	\$8,000.00
7	Thermoplastic striping, solid yellow, 8 inches wide	7000	L.F.	\$0.87	\$6,090.00	\$0.35	\$2,450.00	\$1.00	\$7,000.00
8	Thermoplastic striping, solid white, 12 inches wide	22500	L.F.	\$1.25	\$28,125.00	\$1.75	\$39,375.00	\$2.75	\$61,875.00
9	Thermoplastic striping, solid white, 18 inches wide	11600	L.F.	\$1.97	\$22,852.00	\$1.50	\$17,400.00	\$3.75	\$43,500.00
10	Thermoplastic striping, solid yellow, 18 inches wide	5100	L.F.	\$1.97	\$10,047.00	\$2.25	\$11,475.00	\$3.75	\$19,125.00
11	Thermoplastic striping, solid white, 24 inches wide	14800	L.F.	\$2.72	\$40,256.00	\$3.75	\$55,500.00	\$4.75	\$70,300.00
12	Thermoplastic directional arrow, white	2010	each	\$33.00	\$66,330.00	\$48.00	\$96,480.00	\$65.00	\$130,650.00
13	Thermoplastic street message	325	each	\$55.00	\$17,875.00	\$120.00	\$39,000.00	\$100.00	\$32,500.00
14	Reflective pavement markers	13057	each	\$3.00	\$39,171.00	\$3.80	\$49,616.60	\$3.25	\$42,435.25
15	Temporary reflective pavement markers	2500	each	\$3.00	\$7,500.00	\$2.00	\$5,000.00	\$3.25	\$8,125.00
16	Temporary striping, single solid white, 4 inches wide	15000	L.F.	\$0.14	\$2,100.00	\$0.12	\$1,800.00	\$0.28	\$4,200.00
17	Temporary striping, single solid white, 6 inches wide	17600	L.F.	\$0.17	\$2,992.00	\$0.20	\$3,520.00	\$0.30	\$5,280.00

Pavement Marking [Cooperative Bid]

9/15/2016

Rogar Management & Consulting of FL LLC	ARION FI LLC
12011 SW 129th Ct. Unit 5	4500 N. Hiatus Rd. Ste. 214
Miami, FL 33186	Sunrise, FL 33351

Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Thermoplastic striping, single solid white, 4 inches wide	51000	L.F.	\$0.60	\$30,600.00	\$0.65	\$33,150.00
2	Thermoplastic striping, solid yellow, 4 inches wide	29100	L.F.	\$0.60	\$17,460.00	\$0.65	\$18,915.00
3	Thermoplastic striping, skip, white or yellow, 4 inches wide	30100	L.F.	\$0.60	\$18,060.00	\$0.85	\$25,585.00
4	Thermoplastic striping, solid white or yellow, 6 inches wide	128880	L.F.	\$0.60	\$77,328.00	\$0.90	\$115,992.00
5	Thermoplastic striping, skip, white or yellow, 6 inches wide	88700	L.F.	\$0.60	\$53,220.00	\$1.15	\$102,005.00
6	Thermoplastic striping, solid white, 8 inches wide	8000	L.F.	\$0.80	\$6,400.00	\$1.60	\$12,800.00
7	Thermoplastic striping, solid yellow, 8 inches wide	7000	L.F.	\$0.80	\$5,600.00	\$1.60	\$11,200.00
8	Thermoplastic striping, solid white, 12 inches wide	22500	L.F.	\$1.49	\$33,525.00	\$2.25	\$50,625.00
9	Thermoplastic striping, solid white, 18 inches wide	11600	L.F.	\$2.39	\$27,724.00	\$4.00	\$46,400.00
10	Thermoplastic striping, solid yellow, 18 inches wide	5100	L.F.	\$2.39	\$12,189.00	\$4.00	\$20,400.00
11	Thermoplastic striping, solid white, 24 inches wide	14800	L.F.	\$3.61	\$53,428.00	\$4.75	\$70,300.00
12	Thermoplastic directional arrow, white	2010	each	\$100.00	\$201,000.00	\$75.00	\$150,750.00
13	Thermoplastic street message	325	each	\$200.00	\$65,000.00	\$250.00	\$81,250.00
14	Reflective pavement markers	13057	each	\$4.00	\$52,228.00	\$7.00	\$91,399.00
15	Temporary reflective pavement markers	2500	each	\$4.00	\$10,000.00	\$7.00	\$17,500.00
16	Temporary striping, single solid white, 4 inches wide	15000	L.F.	\$0.30	\$4,500.00	\$0.25	\$3,750.00
17	Temporary striping, single solid white, 6 inches wide	17600	L.F.	\$0.30	\$5,280.00	\$0.30	\$5,280.00

E-47-16
Pavement Marking [Cooperative Bid]
9/15/2016

Amroad, LLC	Steffen & Sons Striping LLC	McShea Contracting, LLC
3975 Pembroke Road	13351 40th St. North	508 owen Ave. North
Hollywood, FL 33021	West Palm Beach, FL 33411	Lehigh Acres, FL 33971

Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
18	Temporary striping, solid yellow, 4 inches wide	20100	L.F.	\$0.14	\$2,814.00	\$0.12	\$2,412.00	\$0.28	\$5,628.00
19	Temporary striping, solid yellow, 6 inches wide	11600	L.F.	\$0.17	\$1,972.00	\$0.20	\$2,320.00	\$0.30	\$3,480.00
20	Temporary striping, skip white or yellow, 4 inches wide	17100	L.F.	\$0.14	\$2,394.00	\$0.12	\$2,052.00	\$0.28	\$4,788.00
21	Temporary striping, skip white or yellow, 6 inches wide	2500	L.F.	\$0.17	\$425.00	\$0.30	\$750.00	\$0.30	\$750.00
22	Temporary striping, solid white, 12 inches wide	2000	L.F.	\$0.32	\$640.00	\$0.75	\$1,500.00	\$2.00	\$4,000.00
23	Temporary striping, solid white, 24 inches wide	3500	L.F.	\$0.64	\$2,240.00	\$2.00	\$7,000.00	\$2.50	\$8,750.00
24	Temporary directional arrow	90	each	\$20.00	\$1,800.00	\$20.00	\$1,800.00	\$40.00	\$3,600.00
25	Temporary street message	86	each	\$30.00	\$2,580.00	\$45.00	\$3,870.00	\$50.00	\$4,300.00
26	Paint striping, solid blue, 4 inches wide	2150	L.F.	\$0.20	\$430.00	\$0.20	\$430.00	\$1.00	\$2,150.00
27	Paint striping, solid white or yellow, 4 inches wide, for parking stalls	5000	L.F.	\$0.14	\$700.00	\$0.20	\$1,000.00	\$1.00	\$5,000.00
28	Remove existing pavement markings using rotary grinder	1000	L.F.	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$3.00	\$3,000.00
29	Remove existing reflective pavement markers using rotary grinder	300	each	\$0.10	\$30.00	\$0.50	\$150.00	\$1.00	\$300.00

Total Price **\$459,413.80** **\$516,867.20** **\$664,384.25**

For thermoplastic striping, minimum job size: (dollar amount not to exceed \$900.00)	\$900.00		\$900.00		\$900.00
Conflict of Interest	No		No		No
Drug-Free Workplace	Yes		Yes		Yes
Terms & Conditions	Agree		Agree		Agree

Pavement Marking [Cooperative Bid]

9/15/2016

Rogar Management & Consulting of FL LLC	ARION FI LLC
12011 SW 129th Ct. Unit 5	4500 N. Hiatus Rd. Ste. 214
Miami, FL 33186	Sunrise, FL 33351

Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
18	Temporary striping, solid yellow, 4 inches wide	20100	L.F.	\$0.30	\$6,030.00	\$0.25	\$5,025.00
19	Temporary striping, solid yellow, 6 inches wide	11600	L.F.	\$0.30	\$3,480.00	\$0.30	\$3,480.00
20	Temporary striping, skip white or yellow, 4 inches wide	17100	L.F.	\$0.30	\$5,130.00	\$0.40	\$6,840.00
21	Temporary striping, skip white or yellow, 6 inches wide	2500	L.F.	\$0.30	\$750.00	\$0.50	\$1,250.00
22	Temporary striping, solid white, 12 inches wide	2000	L.F.	\$1.00	\$2,000.00	\$0.85	\$1,700.00
23	Temporary striping, solid white, 24 inches wide	3500	L.F.	\$1.00	\$3,500.00	\$1.90	\$6,650.00
24	Temporary directional arrow	90	each	\$40.00	\$3,600.00	\$25.00	\$2,250.00
25	Temporary street message	86	each	\$60.00	\$5,160.00	\$65.00	\$5,590.00
26	Paint striping, solid blue, 4 inches wide	2150	L.F.	\$1.00	\$2,150.00	\$0.25	\$537.50
27	Paint striping, solid white or yellow, 4 inches wide, for parking stalls	5000	L.F.	\$1.00	\$5,000.00	\$0.25	\$1,250.00
28	Remove existing pavement markings using rotary grinder	1000	L.F.	\$6.60	\$6,600.00	\$0.95	\$950.00
29	Remove existing reflective pavement markers using rotary grinder	300	each	\$2.00	\$600.00	\$1.00	\$300.00
Total Price					\$717,542.00		\$893,123.50

For thermoplastic striping, minimum job size: (dollar amount not to exceed \$900.00)	\$2,500.00		
Conflict of Interest	No		No
Drug-Free Workplace	Yes		Yes
Terms & Conditions	Agree		Agree



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

BID E-47-16 -- PAVEMENT MARKING (COOPERATIVE BID)

August 15, 2016

The City of Pompano Beach is currently soliciting bids to establish an annual contract for the furnishing and installation of pavement marking as needed. This is a cooperative invitation to bid issued by the City of Pompano Beach Purchasing Division on behalf of the participating Southeast Florida Governmental Purchasing Cooperative agencies for the purchase of their respective estimated annual requirements for pavement marking.

Sealed bids will be received until **2:00 p.m. (local), September 15, 2016**. Bids must be submitted electronically through the eBid System on or before the due date/time stated above. Responses will be electronically unsealed in a public forum and read aloud. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Any bid received after the due date and time specified, will not be considered. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

Bidders must be registered on the City's eBid System in order to view the bid documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Bidder receives from any source other than from the eBid System. Bidder is solely responsible for downloading all required documents.

Once opened, the bids will be tabulated, evaluated, and presented to the appropriate City officials for contract award.

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions. Failure to do so may result in the rejection of your bid.

If you need any additional information regarding this bid, please contact Jeff English, Purchasing Agent at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish an annual, open-end contract for the purchase of pavement marking, as and when needed. Contractor will be required to furnish both temporary and thermoplastic pavement marking, and reflective pavement markers. The City will request pavement marking after routine asphalt resurfacing, or new street or parking lot construction. Contractor is to be experienced in pavement marking on streets, highways, and parking lots.

The City of Pompano Beach is acting as the lead agency on this bid for the Southeast Florida Governmental Purchasing Cooperative, and this bid solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will, in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

B. Contract Period

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for two (2) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

The City may require additions or deletions of participating agencies, if a contract renewal is considered. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the bid.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

C. Quantities

No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this contract. The quantities stated in this bid are estimates of annual usage, to be used for bid comparison purposes only. Specific pavement markings will be ordered as needed.

D. Basis of Award

Award will be made to the lowest responsive, responsible bidder based on the grand total.

E. Pricing

All prices bid shall be for the provision of pavement marking as specified at various locations within the City of Pompano Beach City limits, or within the city limits of any other agency participating in this cooperative bid. Prices bid must include all necessary labor, materials, services, maintenance of traffic, etc. as are usually included in providing pavement marking services, and as specified herein. Bidders must state the minimum job size in dollars for both temporary/standard paint marking, and for thermoplastic marking. No additional mobilization fee will be paid.

F. Delivery/Completion

Time is of the essence in the completion of work encompassed by this bid. Contractor must commence work on temporary striping within five (5) calendar days after notification by the City. Contractor must commence work on thermoplastic striping within thirty (30) calendar days after notification by the City. Contractor must pursue the work continuously after commencement of job to complete the entire work order. The City seeks a source of supply that will provide accurate and timely delivery/completion. The awarded bidder must adhere to Delivery/completion schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery/completion requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery", and (10) "Default", for additional information.

Each individual participating agency will establish delivery requirements, delivery locations, and dates with the Contractor. Contractor shall await release by the authorized contact person at each agency for all shipments. Bidders must agree to accept "blanket" purchase orders, with verbal or fax requests for partial shipments, if required by the participating entities.

G. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal. Addenda will be posted to Bid solicitation in the eBid System.

H. Current Contracts

Government entities listed as participants in this bid solicitation may have current contracts for pavement marking. These agencies will place orders with the awarded

Contractor(s), if additional product is needed, after the expiration of their current contract(s).

I. Participating Agencies/Contact Persons/Delivery Locations/Special Requirements

The following agencies are participating in this bid solicitation and the resulting contract:

- (1) Town of Davie, contact Richard Freeman, Superintendent, (954) 797-1246.
- (2) City of Deerfield Beach, contact Paul Collette, Buyer, (954) 480-4418.
- (3) City of Lauderdale Lakes, contact Vincent Richmond, Public Works, (954) 535-2819.
- (4) City of Miami Lakes, contact Elia Semararo, Public Works Director, (305) 512-7139.
- (5) City of Oakland Park, contact Maggie Turner, Purchasing Manager, (954) 630-4257.
- (6) City of Pompano Beach, contact person Jeff English, Purchasing Agent, (954) 786-4098.
- (7) City of Wilton Manors, contact David J. Archacki, Director, Utilities, (954) 390-2190.

Other Co-op members may participate in this contract for new usage, during the contract term, or on any contract extension term, if approved by the lead agency. New Co-op members may participate in any contract, on acceptance and approval by the lead agency.

J. Detail Specifications

1. General

The City seeks a contractor to provide pavement marking as needed after the City performs routine asphalt street resurfacing. All pavement marking is to be installed in accordance with current Florida Department of Transportation Standard Specifications for Road and Bridge Construction. All materials used must comply with the applicable FDOT standards, including those applicable to temporary marking paint, FDOT specification 711-12 "Thermoplastic Traffic Stripes and Markings Paint," and FDOT specification 706-2 as applicable to reflective pavement markers. Contractor will be required to provide all traffic control during work. Each job site must be left clean, and restored to existing or better condition. Pavement marking is also required for parking lot striping.

2. Items Required

Bidders are to provide unit pricing as requested for each item of pavement marking. Price to include all materials, labor, and installation. Specific items,

with estimated annual quantities to be purchased, are listed in Section III, Proposal.

- a. Thermoplastic striping, single solid white, 4" wide, price per L.F.
- b. Thermoplastic striping, solid yellow, 4" wide, price per L.F.
- c. Thermoplastic striping, skip, white or yellow, 4" wide, price per L.F.
- d. Thermoplastic striping, solid white or yellow, 6" wide, price per L.F.
- e. Thermoplastic striping, skip, yellow or white, 6" wide, price per L.F.
- f. Thermoplastic striping, solid white, 8" wide, price per L.F.
- g. Thermoplastic striping, solid yellow, 8" wide, price per L.F.
- h. Thermoplastic striping, solid white, 12" wide, price per L.F.
- i. Thermoplastic striping, solid white, 18" wide, price per L.F.
- j. Thermoplastic striping, solid yellow, 18" wide, price per L.F.
- k. Thermoplastic striping, solid white, 24" wide, price per L.F.
- l. Thermoplastic directional arrow, white, price per each
- m. Thermoplastic street messages (Merge, School, R/R Crossing,) price per each
- n. Reflective pavement markers, price per each
- o. Temporary reflective pavement markers, price per each
- p. Temporary striping, single solid white, 4" wide, price per L.F.
- q. Temporary striping, single solid white, 6" wide, price per L.F.
- r. Temporary striping, solid yellow, 4" wide, price per L.F.
- s. Temporary striping, solid yellow, 6" wide, price per L.F.
- t. Temporary striping, skip, white or yellow, 4" wide, price per L.F.
- u. Temporary striping, skip, white or yellow, 6" wide, price per L.F.

- v. Temporary striping, solid white, 12” wide, price per L.F.
- w. Temporary striping, solid white, 24” wide, price per L.F.
- x. Temporary directional arrow, white, price per each
- y. Temporary street messages, price per each
- z. Paint striping, single solid blue, 4” wide, (Handicap marking,) price per L.F.
- aa. Paint striping, solid, white or yellow, 4” wide, for parking stalls, price per L.F.
- ab. Remove existing pavement markings, using a rotary grinder (milling-type grinder is not acceptable), price per L.F.
- ac. Remove existing reflective pavement markers, using a rotary grinder (milling-type grinder is not acceptable), price per each.

3. Invoicing/Payment

All invoices must contain detailed information as to the type and quantity of marking provided. Information on invoices will be verified by field measurement of markings applied. Invoices are to be submitted upon completion of an entire work order.

K. Insurance

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY’s Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but

not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum \$1,000,000 Per Occurrence and
\$1,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse	
—	hazard	
—	underground hazard	
XX	products/completed	bodily injury and property damage combined
	operations hazard	
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined

XX independent contractors personal injury
XX personal injury

___ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

XX comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

(1) Certificates of Insurance evidencing the required coverage;

- (2) Names and addresses of companies providing coverage;
 - (3) Effective and expiration dates of policies; and
 - (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The certification or proof of insurance must contain a provision for notification to the City ten (10) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

L. Questions And Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168 or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and solicitation name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted to Bid solicitation in the eBid System, and it is the Bidder's responsibility to obtain all addenda before submitting a response to the solicitation.

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids
 - 1.1. Bidders must use the forms furnished by the City.
 - 1.2. Bids must submit their response via the eBid System.
 - 1.3. It will be the sole responsibility of the bidder to have their bid submitted via the eBid system before the closing hour and date shown for receipt of bids.
 - 1.4. Bidder's response shall not contain any alternation to the document posted other than entering data in spaces provided or including attachments as necessary.
 - 1.5. By submission of a response, Bidder affirms that a complete set of bid documents was obtained from the eBid System and no alteration of any kind has been made to the solicitation.
 - 1.6. Late bids will not be considered.
 - 1.7. Bids transmitted by email or facsimile will not be accepted.
2. Completion of Bid Forms

Bidder is to enter information into the eBid System and upload any required attachments and forms as specified in the solicitation.
3. Electronic Signature

Bidder acknowledges that the user identification, password, entry of the user's full name, and entry of the user's email address serves as their unique electronic signature for all bid responses and submissions as provided by 668.001, Fla. Stat. et. seq. Bidder further agrees that only individuals with signature authority will submit a response.
4. Prices to be Firm

Bidder certifies that prices, terms and conditions in the bid will be firm for acceptance for a period of ninety (90) days from the date of bid opening unless otherwise stated by the City. Bids may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids may be withdrawn after ninety (90) days only upon written notification to the City.
5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.
6. Delivery
 - 6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.
 - 6.2. Bidder must state specific number of calendar days required for delivery of each item bid in attribute in the eBid System for consideration of award of this bid.

- 6.3. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default. (See Section 10.)
7. Electronic Bid Considered an Offer

This electronic bid submitted via the eBid System is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by the City Commission of the City of Pompano Beach (if required). The City of Pompano Beach will issue a purchase order or a letter of authorization to the successful bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein.

In the event of default on the part of the bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
8. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.
9. Brand Names

Whenever proprietary names are used, (whether or not followed by the words "or approved equal"), the item(s) will be subject to acceptance and/or approval by authorized City personnel, and said personnel will deem it their prerogative to select the item(s) which are lowest bid, item by item, meeting specifications from the information furnished by the bidder with the bid and/or sample inspection or testing of the item(s) called for herein.
10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a City contract may be banned from doing business with the City for a period of 36 months from the date of default.
11. Samples

Samples, when requested, must be furnished at, or before, bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at bidder's request, be returned within thirty (30) days of bid award at bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the southeast Florida area.
12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and

- thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.
13. **Manufacturers' Certifications**
- The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.
14. **Copyrights and Patent Rights**
- Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.
15. **Laws and Regulations**
- All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.
16. **Taxes**
- The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.
17. **Conflict of Instructions**
- If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.
18. **Exceptions to Specifications**
- For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.
19. **Warranties**
- The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete

- manufacturer's warranty statement is to be submitted with the bid.
20. **Retention of Records and Right to Access Clause**
- The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.
21. **Qualifications/Inspection**
- Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
22. **Anti-collusion Statement**
- By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.
- Additionally, bidder agrees to abide by all conditions of this bid and certifies that they have the legal authority to submit this bid on behalf of the named Bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.
23. **Indemnification**
- Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.
24. **Reservation for Rejections and Award**
- The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and

	<p>technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.</p>		
25.	<p>Interpretations</p> <p>Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.</p>		<p>In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.</p>
26.	<p>Failure to Respond</p> <p>If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our notification list.</p>	31.	<p>Governing Procedures</p> <p>This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.</p>
27.	<p>Bid Tabulations</p> <p>Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.</p>	32.	<p>Identical Tie Bids</p> <p>In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.</p> <p>Established procedures for processing tie 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:</p>
28.	<p>Assignment</p> <p>Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.</p>	1)	<p>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 actions that will be taken against employees for violations of such prohibition.</p>
29.	<p>Termination for Convenience of City</p> <p>Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.</p>	2)	<p>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.</p>
		3)	<p>Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).</p>
30.	<p>Public Entity Crimes</p>	4)	<p>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 conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any State, for a violation occurring in the workplace no later than five (5) days after such conviction.</p>

- 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 any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
33. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
34. Optional Contract Usage

As provided in Section 287.042(17), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.
35. Non Discrimination

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for, or purchase of, goods or services, or the subcontracting of work in performance of this contract.
36. Notice To Contractor

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
37. Costs Incurred by Bidders

All expenses associated with the preparation and/or presentation and submission of bids to the City, or any work performed in connection therewith, shall be the sole responsibility of the Bidder and shall not be reimbursed by the City.
38. Public Records

1) Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding bidder/proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes.

- 2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Upon request from the City's custodian of public records, provide the City with a copy of 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 Chapter 119, Florida Statutes 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 City;
 - d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
 - e. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.
- PUBLIC RECORDS CUSTODIAN**

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:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com
- 2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

SECTION III - PROPOSAL

BID LINE ITEM PRICING MUST BE SUBMITTED ELECTRONICALLY USING THE CITY'S EBID SYSTEM.

Item	Estimated Annual Quantity	Description	Unit Price	Total
a.	51,000 L.F.	thermoplastic striping, single solid white, 4" wide	\$ _____/L.F.	\$ _____
b.	29,100 L.F.	thermoplastic striping, solid yellow, 4" wide	\$ _____/L.F.	\$ _____
c.	30,100 L.F.	thermoplastic striping, skip, white or yellow, 4" wide	\$ _____/L.F.	\$ _____
d.	128,880 L.F.	thermoplastic striping, solid white or yellow, 6" wide	\$ _____/L.F.	\$ _____
e.	88,700 L.F.	thermoplastic striping, skip, white or yellow, 6" wide	\$ _____/L.F.	\$ _____
f.	8,000 L.F.	thermoplastic striping, solid white, 8" wide	\$ _____/L.F.	\$ _____
g.	7,000 L.F.	thermoplastic striping, solid yellow, 8" wide	\$ _____/L.F.	\$ _____
h.	22,500 L.F.	thermoplastic striping, solid white, 12" wide	\$ _____/L.F.	\$ _____
i.	11,600 L.F.	thermoplastic striping, solid white, 18" wide	\$ _____/L.F.	\$ _____
j.	5,100 L.F.	thermoplastic striping, solid yellow, 18" wide	\$ _____/L.F.	\$ _____
k.	14,800 L.F.	thermoplastic striping, solid white, 24" wide	\$ _____/L.F.	\$ _____
l.	2,010 each	thermoplastic directional arrow, white	\$ _____/each	\$ _____
m.	325 each	thermoplastic street message	\$ _____/each	\$ _____
n.	13,057 each	reflective pavement markers	\$ _____/each	\$ _____

Item	Estimated Annual Quantity	Description	Unit Price	Total
o.	2,500 each	temporary reflective pavement markers	\$_____/each	\$_____
p.	15,000 L.F.	temporary striping, single solid white, 4" wide	\$_____/L.F.	\$_____
q.	17,600 L.F.	temporary striping, single solid white, 6" wide	\$_____/L.F.	\$_____
r.	20,100 L.F.	temporary striping, solid yellow, 4" wide	\$_____/L.F.	\$_____
s.	11,600 L.F.	temporary striping, solid yellow, 6" wide	\$_____/L.F.	\$_____
t.	17,100 L.F.	temporary striping, skip white or yellow, 4" wide	\$_____/L.F.	\$_____
u.	2,500 L.F.	temporary striping, skip white or yellow, 6" wide	\$_____/L.F.	\$_____
v.	2,000 L.F.	temporary striping, solid white, 12" wide	\$_____/L.F.	\$_____
w.	3,500 L.F.	temporary striping, solid white, 24" wide	\$_____/L.F.	\$_____
x.	90 each	temporary directional arrow	\$_____/each	\$_____
y.	86 each	temporary street message	\$_____/each	\$_____
z.	2,150 L.F.	paint striping, solid blue, 4" wide	\$_____/L.F.	\$_____
aa.	5,000 L.F.	paint striping, solid white or yellow, 4" wide, for parking stalls	\$_____/L.F.	\$_____
ab.	1,000 L.F.	remove existing pavement markings using rotary grinder	\$_____/L.F.	\$_____
ac.	300 each	remove existing reflective pavement markers using rotary grinder	\$_____/each	\$_____
<u>GRAND TOTAL</u>				\$_____

**REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID
IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.**

For temporary and standard paint striping, minimum job size (dollar amount):

_____ (not to exceed \$250.00)

For thermoplastic striping, minimum job size (dollar amount):

_____ (not to exceed \$900.00)

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ____ Yes ____

Drug-Free Workplace: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., so certify below:

Yes, bidder has a drug-free workplace program ____ No ____

**REQUESTED INFORMATION BELOW IS ON QUALIFICATIONS OF BIDDERS
FORM IN BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN
ITS ENTIRITY AND UPLOAD COMPLETED FORM TO THE RESPONSE
ATTACHMENTS TAB FOR THE BID IN THE EBID SYSTEM**

QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the work specified herein, and to be considered for award, each Bidder shall furnish the information requested below, with their bid proposal.

What is the last project of this nature that you have completed?

Have you ever failed to complete work awarded to you? If Yes, where and why?

List all work, similar to the work specified herein, performed over the **last year**. (Attach additional information on separate sheet.)

Project Name _____

Owner's Name _____

Owner's Address _____

Telephone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

List all work of similar type, complexity and comparable value over the **past five (5) years** and the nature of work performed. (Attach additional information on separate sheet.)

Project Name _____

Owner's Name _____

Owner's Address _____

Telephone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

The following are names of three (3) individuals or corporations for which you have performed work of this nature, which you list as references, (excluding the City of Pompano Beach):

Reference #1, Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Reference #2, Name _____

Address: _____

Telephone Number: _____

Contact Person: _____

Reference #3, Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Will you sub-contract any part of the work specified herein? _____ Yes _____ No

If Yes, list all proposed subcontractors to be used on this project if the Bidder is awarded the Contract for this project. (Attach additional information as required)

Classification of Work	Name and Address of Subcontractor

What equipment do you own that is available for the proposed work? _____

What equipment will you rent for the proposed work? _____

What equipment will you purchase for the proposed work? _____

2016 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L09000000628

Entity Name: AMROAD, LLC

Current Principal Place of Business:

3975 PEMBROKE RD
HOLLYWOOD, FL 33021

Current Mailing Address:

3975 PEMBROKE RD
HOLLYWOOD, FL 33021

FEI Number: 26-3976898

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

MONTECALVO, CARLOS J
3975 PEMBROKE RD
HOLLYWOOD, FL 33021 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGRM
Name MONTECALVO, CARLOS
Address 21396 MARINA COVE CIRCLE, UNIT
J15
City-State-Zip: AVENTURA FL 33180

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CARLOS MONTECALVO

MANAGER

04/01/2016

Electronic Signature of Signing Authorized Person(s) Detail

Date

Florida Limited Liability CompanyAMROAD, LLC

Filing Information

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Principal Address

3975 PEMBROKE RD
HOLLYWOOD, FL 33021

Changed: 03/19/2011

Mailing Address

3975 PEMBROKE RD
HOLLYWOOD, FL 33021

Changed: 03/19/2012

Registered Agent Name & AddressMONTECALVO, CARLOS J
3975 PEMBROKE RD
HOLLYWOOD, FL 33021

Name Changed: 03/19/2012

Address Changed: 03/19/2012

Authorized Person(s) Detail**Name & Address**

Title MGRM

MONTECALVO, CARLOS
21396 MARINA COVE CIRCLE, UNIT J15
AVENTURA, FL 33180

Annual Reports

Report Year	Filed Date
2014	02/08/2014
2015	02/12/2015
2016	04/01/2016

Document Images

04/01/2016 -- ANNUAL REPORT	View image in PDF format
02/12/2015 -- ANNUAL REPORT	View image in PDF format
02/08/2014 -- ANNUAL REPORT	View image in PDF format
03/16/2013 -- ANNUAL REPORT	View image in PDF format
03/19/2012 -- ANNUAL REPORT	View image in PDF format
03/19/2011 -- ANNUAL REPORT	View image in PDF format
03/29/2010 -- ANNUAL REPORT	View image in PDF format
02/16/2009 -- LC Amendment	View image in PDF format
01/05/2009 -- Florida Limited Liability	View image in PDF format



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muñoz, Assistant Town Administrator/Town Clerk
DATE: 8/10/2017
SUBJECT: Texting While Driving - Primary Offense

Recommendation

Motion to pass the resolution.

Strategic Priorities

A. Sound Governance

Background

The Florida Legislature passed a law banning texting while driving in 2012. The ban was passed as a secondary offense which prevents law enforcement from citing a driver unless they are violating another law such as speeding or careless driving.

The ban as it exists does not exert enough influence to modify driver behavior as evidenced by statistics from the National Safety Council which indicate that 1 in 4 car accidents involve texting, and approximately 10 people are killed every day as a result of these accidents.

The Florida Don't Text and Drive Coalition's objective is to make texting while driving a primary offense which will provide law enforcement the tools necessary to positively modify driver behavior and reduce the number of accidents and fatalities associated with texting while driving.

Fiscal Impact/Analysis

N/A

Staff Contact:

Russell Muñiz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Texting While Driving Reso - TA Approved	8/4/2017	Resolution

RESOLUTION 2017-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE EFFORTS OF THE FLORIDA DON'T TEXT AND DRIVE COALITION BY URGING THE FLORIDA LEGISLATURE TO MAKE TEXTING WHILE DRIVING A PRIMARY OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature passed a law banning texting while driving in 2012; and

WHEREAS, the ban was passed as a secondary offense which prevents law enforcement from citing a driver unless they are violating another law such as speeding or careless driving; and

WHEREAS, the ban, as it exists, does not exert enough influence to modify driver behavior as evidenced by statistics from the National Safety Council which indicate that 1 in 4 car accidents involve texting, and approximately 10 people are killed every day as a result of these accidents; and

WHEREAS, the Florida Don't Text and Drive Coalition's objective is to make texting while driving a primary offense which will provide law enforcement the tools necessary to positively modify driver behavior and reduce the number of accidents and fatalities associated with texting while driving.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. That the Town of Southwest Ranches fully supports the efforts of the Florida Don't Text and Drive Coalition to make texting while driving a primary offense.

Section 2. That a copy of this Resolution shall be provided to the Governor Scott, Senate President Negron, Speaker of the House Richard Corcoran, Senator Lauren Book and Representative Richard Stark.

Section 3. That this Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]

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

Ranches, Florida, this ____ day of _____, 2017 on a motion by

_____ and seconded by _____.

McKay _____
Breitkreuz _____
Fisikelli _____
Jablonski _____
Schroeder _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

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

114245260.1



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Steve Breitkreuz, Vice Mayor
Freddy Fisikelli, Council Member
Gary Jablonski, Council Member
Denise Schroeder, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Keith Poliakoff, Town Attorney
DATE: 8/10/2017
SUBJECT: Extending Zoning In Progress for Wireless Facilities

Recommendation

A motion to approve the resolution.

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The Town enacted Resolution 2017-012 on November 10, 2016 to impose a 180 day moratorium to allow Town staff to undertake a study of the appropriate regulatory requirements for wireless service facilities and personal wireless service facilities as defined in Section 365.172 F.S. and 47 U.S.C. §332 (c)(7)(C)(ii) within the Town's rights-of-way.

While reviewing the regulatory requirements the Town Administrator, Town Attorney and the Town's professional planning staff desire more time to study regulatory requirements for wireless service facilities, personal wireless service facilities, and fiber installation for backhaul in the Town's rights-of-way and identify zoning and land use regulations throughout the Town.

The Zoning in Progress will allow Town staff to defer the acceptance and processing of development applications for wireless service facilities, personal wireless service facilities,

and fiber installation for backhaul within the Town's rights-of-way and extends the prohibition on the issuance of any building permits, local business tax receipts, or development orders for wireless service facilities and personal wireless service facilities associated therewith within the Town for an additional period of one hundred eighty (180) days.

Fiscal Impact/Analysis

N/A

Staff Contact:

Keith Poliakoff, Town Attorney

ATTACHMENTS:

Description	Upload Date	Type
Extending ZIP - TA Approved	8/3/2017	Resolution

RESOLUTION NO. 2017-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, EXTENDING THE ZONING IN PROGRESS FOR WIRELESS SERVICE FACILITIES AND PERSONAL WIRELESS SERVICE FACILITIES, AS DEFINED IN SECTION 365.172 F.S. AND 47 U.S.C. §332(c)(7)(C)(ii); ADDING INTO THE ZONING IN PROGRESS THE INSTALLTION OF FIBER FOR BACKHAUL, WITHIN THE TOWN'S RIGHTS-OF-WAY; DIRECTING TOWN STAFF TO DEFER THE ACCEPTANCE AND PROCESSING OF DEVELOPMENT APPLICATIONS AND PROHIBITING THE ISSUANCE OF BUILDING PERMITS, DEVELOPMENT ORDERS, OR LOCAL BUSINESS TAX RECEIPTS UNTIL THE EARLIER OF THE DATE THE TOWN ADOPTS ITS CODE REVISIONS OR DECEMBER 31, 2017; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town enacted Resolution 2017-012 on November 10, 2016 to impose a 180 day moratorium to allow Town staff to undertake a study of the appropriate regulatory requirements for wireless service facilities and personal wireless service facilities as defined in Section 365.172 F.S. and 47 U.S.C. §332 (c)(7)(C)(ii) within the Town's rights-of-way; and

WHEREAS, in the wake of recent changes to State Law planning staff requires more time to study regulatory requirements for wireless service facilities, personal wireless service facilities, and fiber installation for backhaul in the Town's rights-of-way and identify zoning and land use regulations throughout the Town; and

WHEREAS, the Town Council hereby directs Town staff to defer the acceptance and processing of development applications for wireless service facilities, personal wireless service facilities, and fiber installation for backhaul within the Town's rights-of-way and extends the prohibition on the issuance of any building permits, local business tax receipts, or development orders for wireless service facilities and personal wireless service facilities associated therewith within the Town until the earlier of the date the Town adopts its Code revisions or December 31, 2017; and

WHEREAS, the Town Council deems it timely and in the best interest of the Town and its residents to undertake the study, review and revision of the Town's regulations regarding wireless service facilities, personal wireless service facilities, and fiber installation for backhaul throughout the Town within the Town's rights-of-way.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. The Town Council hereby approves an extension of the current moratorium until the earlier of the date the Town adopts its Code revisions or December 31, 2017, deferring the acceptance and processing of development applications for wireless service facilities, personal wireless service facilities, and fiber installation for backhaul, and prohibiting the issuance of building permits and development orders for wireless service facilities and personal wireless service facilities as defined in Section 365.172 F.S. and 47 U.S.C. §332 (c)(7)(C)(ii), within the Town's rights-of-way.

Section 3. The Zoning in Progress shall cease the earlier of the date the Town adopts its Code revisions or December 31, 2017.

Section 4. That the Town Council hereby directs Town Staff to continue to study and review the regulations pertaining to wireless service facilities, personal wireless service facilities, fiber installation for backhaul in the Town's rights-of-way and identify appropriate zoning, regulatory and land use regulations, and to report back to the Town Council, prior to the expiration of the Zoning in Progress.

Section 5. The Town Council hereby authorizes and directs the appropriate Town Officials to do all things necessary and expedient to effectuate the intent of this Resolution.

Section 6. All Resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 7. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 8. This Resolution shall become effective upon its passage and adoption by the Town Council.

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

Ranches, Florida, this 10th day of August, 2017 on a motion by

_____ and seconded by _____.

McKay	_____	Ayes	_____
Breitkreuz	_____	Nays	_____
Fisikelli	_____	Absent	_____
Jablonski	_____	Abstaining	_____
Schroeder	_____		

Attest:

Doug McKay, Mayor

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

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REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

June 22, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:00 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Legislative Update - Representative Richard Stark

4. Presentation - Zika Awareness - Anh Ton, Director, Broward County Highway and Bridge Maintenance Division/Mosquito Control Section

At the conclusion of Mr. Ton's presentation the Town Council requested that aerial spraying be conducted to address the mosquito problem which resulted from the recent heavy rainfall.

At 8:05 p.m. the following motion was made by Council Member Jablonski, seconded by Council Member Fisikelli and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO SUSPEND THE REGULAR MEETING TO CONDUCT THE LPA MEETING.

At 8:12 p.m. the Regular Meeting resumed.

5. Public Comment

The following member of the public addressed the Town Council: Bob Hartmann.

6. Board Reports

None were presented.

7. Council Member Comments

Council Member Jablonski indicated that a Ham Radio demonstration would be held at the Equestrian Park on June 24th. Later that evening the History of Rum event, benefiting the Southwest Ranches Parks Foundation, would be held at 6 pm at the Barn. He advised that a parade and a picnic would be held at the Rolling Oaks Park for July 4th. He announced that the Household Hazardous Waste event would be held on July 8th from 8 am to 2 pm at the Park. He also advised that Bingo at the Barn, would be held on the 12th of August. He also announced that

a vulnerable population registry was being compiled for those who might need assistance prior to a storm.

Council Member Schroeder advised that the mosquito dunks were available at Town Hall for residents.

Vice Mayor Breitzkreuz wished to see everyone at the History of Rum event.

Mayor McKay also wished to see everyone at the History of Rum Event at the Barn and the Ham Radio event at the Equestrian Park.

8. Legal Comments

Town Attorney Poliakoff advised that the new agreement for Solid Waste and Bulk collection with Waste Pro was completed and was scheduled for the Special Meeting on June 29th. He advised that while the collection rates would be increasing they were still in line with the rates that were charged in 2012. Additionally, the disposal rates in FY 2018 would be lower than they currently are. Secondly, he spoke about the Cannabis law passed by the Florida Legislature and stated contrary to media reports a municipality could not prohibit Cannabis related business from operating anywhere within the municipality. The law required parity between where a municipality allowed a pharmacy and where it allowed a Cannabis distribution facility. As such, he would be bringing forth an ordinance for Town Council consideration that would require all future pharmacies to be relegated to the M4 zoning category, so therefore any future Cannabis distribution facility would be relegated to the same zoning category. Lastly, he discussed the settlement agreement with Griffin 345 and was hopeful to have it signed in the near future.

9. Administration Comments

Town Administrator Berns thanked Town Attorney Poliakoff for covering the items he wanted to cover and offered no further comments.

Ordinance – 2nd Reading

10. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUBMITTING TO REFERENDUM AMENDMENTS TO THE TOWN'S CHARTER; PROPOSING TO AMEND ARTICLE IV "LEGISLATIVE", BY ADDING SECTION 4.10 ENTITLED "LONG TERM LEASE OR SALE OF PROPERTY OWNED BY THE TOWN" TO PLACE RESTRICTIONS ON THE SALE OR LONG TERM LEASE OF PROPERTY OWNED BY THE TOWN, EXCLUDING RIGHTS-OF-WAY, PROPERTY LESS THAN THE MINIMUM LOT SIZE REQUIREMENT, PROPERTY THAT WAS ACQUIRED THROUGH FORECLOSURE, AND PROPERTY, NOT LOCATED WITHIN OR ADJACENT TO A TOWN PARK, THAT WAS SPECIFICALLY ACQUIRED FOR RE-SALE OR LEASE PURPOSES; PROPOSING TO AMEND ARTICLE V "QUASI-JUDICIAL", BY AMENDING SECTION 5.01 TO REQUIRE THE UNANIMOUS VOTE OF THE ENTIRE COUNCIL FOR ALL LAND USE AND QUASI-JUDICIAL ITEMS; DIRECTING THE TOWN CLERK TO PROVIDE FOR A NOTICE OF ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED VOTERS OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AT THE ELECTION OF NOVEMBER 6, 2018; ENACTING A ZONING IN PROGRESS FOR THE TOWN COUNCIL TO ACT IN ACCORDANCE WITH THESE BALLOT MEASURES UNTIL THEY ARE VOTED UPON BY THE ELECTORATE; PROVIDING THAT SUCH REFERENDUM, IF ADOPTED, SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski, seconded by Vice Mayor Breitkreuz and passed by 4-1 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz voting Yes, and Mayor McKay voting No.

MOTION: TO APPROVE THE ORDINANCE.

Ordinance - 1st Reading

11. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT AND THE DEFINITIONS OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN BY REVISING THE DEFINITIONS AND PLAN IMPLEMENTATION PROVISIONS RELATING TO COMMUNITY FACILITIES; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {2nd Reading to be held at a later date}

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Jablonski and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE ORDINANCE.

12. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE DEFINITIONS AND THE TEXT OF THE FUTURE LAND USE AND TRANSPORTATION ELEMENTS OF THE TOWN OF SOUTHWEST RANCHES COMPREHENSIVE PLAN PERTAINING TO STREETS AND ACCESS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR RECERTIFICATION BY THE BROWARD COUNTY PLANNING COUNCIL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {2nd Reading to be held at a later date}

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Jablonski and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE ORDINANCE.

13. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 90 ENTITLED, "SUBDIVISION DESIGN AND ACCESS STANDARDS"; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {2nd Reading to be held at a later date}

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Jablonski and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE ORDINANCE.

14. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES FLORIDA, AMENDING THE TOWN OF SOUTHWEST RANCHES UNIFIED LAND DEVELOPMENT CODE ("ULDC"), ARTICLE 10 ENTITLED, "DEFINITIONS" TO AMEND THE DEFINITION OF THE TERM "FAMILY"; CREATING A NEW ARTICLE 141 ENTITLED, "REASONABLE ACCOMMODATION PROCEDURES"; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE. {2nd Reading to be held at a later date}

The following motion was made by Vice Mayor Breitkreuz, seconded by Council Member Schroeder and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE ORDINANCE.

Resolutions

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2015-017, RELATING TO THE TOWN'S ADVISORY COMMITTEE/BOARD POLICY; AMENDING PROCEDURES SECTION VI I (G) RELATING TO THE ROLE OF THE BOARD CHAIR TO PROVIDE FOR THE REMOVAL OF THE BOARD CHAIR BY MAJORITY VOTE OF THE TOWN COUNCIL FOR LACK OF CIVILITY, DECORUM, OR FOR CONDUCT UNBECOMING OF A BOARD MEMBER; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Schroeder, seconded by Mayor McKay and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitzkreuz, and Mayor McKay voting Yes.

MOTION: TO DENY THE RESOLUTION.

16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING RESOLUTION NO. 2015-017, RELATING TO THE TOWN'S ADVISORY COMMITTEE/BOARD POLICY; AMENDING PROCEDURES SECTION II (B) & (C) RELATING TO THE APPOINTMENT OF BOARD MEMBERS TO PROVIDE FOR THE APPOINTMENT OR REMOVAL OF BOARD MEMBERS BY MAJORITY VOTE OF THE TOWN COUNCIL; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Schroeder, seconded by Mayor McKay and passed by 3-2 roll call vote. The vote was as follows: Council Members Jablonski, Schroeder, and Mayor McKay voting Yes, and Council Member Fisikelli and Vice Mayor Breitzkreuz voting No.

MOTION: TO AMEND THE RESOLUTION TO REQUIRE THAT IF A BOARD MEMBER IS REMOVED BY A 4-1 VOTE OF THE TOWN COUNCIL THEY CANNOT BE REAPPOINTED FOR THE REMINDER OF THEIR INITIAL TERM.

17. Adjournment - Meeting was adjourned at 9:55 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 10th day of August, 2017.*

Doug McKay, Mayor

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

SPECIAL MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 6:00 PM

June 29, 2017

13400 Griffin Road

Present:

Mayor Doug McKay

Vice Mayor Steve Breitzkreuz

Council Member Freddy Fisikelli

Council Member Gary Jablonski

Council Member Denise Schroeder

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Keith Poliakoff, Town Attorney

Regular Meeting of the Town Council of Southwest Ranches was held at 13400 Griffin Road in the Southwest Ranches Council Chambers. The meeting, having been properly noticed, was called to order by Mayor McKay at 6:03 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

Town Administrator Berns summarized the items requiring Town Council direction concerning the contract. He requested direction whether the Town Council preferred manual collection or automated collection through the use of rolling carts. He indicated that the difference between the two types of methods amounted to \$.09 a month per residential unit (\$44.89 or \$44.98). He illustrated the changes in bulk collection which would go from the current three zones to six zones which afforded the new provider greater operational efficiency. Additionally bulk trash over the established limit of 12 cubic yards would be documented with photographic evidence by the provider with direct billing to the property owner. He also believed that the newer contract had greater penalties for non-performance, although he was hopeful that no service delivery issues would arise. Lastly, he indicated that the agreement provided for a disposal agreement addendum should the Town need it.

Town Council consensus was to proceed with manual collection.

Resolutions

3. A RESOLUTION 3. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION AND NEGOTIATING COMMITTEE'S RANKING OF WASTEPRO OF FLORIDA, INC. TO PROVIDE THE TOWN'S SOLID WASTE, RECYCLABLES AND BULK WASTE COLLECTION AND DISPOSAL SERVICES; APPROVING A FRANCHISE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND WASTE PRO OF FLORIDA, INC. TO PROVIDE THE TOWN'S SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL SERVICES AND; APPROVING A SOLE SOURCE BACKUP AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND WASTEPRO OF FLORIDA FOR SOLID WASTE DISPOSAL AND RECYCLABLES PROCESSING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Schroeder, seconded by Vice Mayor Breitkreuz and passed by 5-0 roll call vote. The vote was as follows: Council Members Fisikelli, Jablonski, Schroeder, Vice Mayor Breitkreuz, and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

4. Adjournment - Meeting was adjourned at 6:46 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 10th day of August, 2017.*

Doug McKay, Mayor

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

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

July 13, 2017

13400 Griffin Road

Present:

Vice Mayor Steve Breitkreuz

Council Member Gary Jablonski

Council Member Denise Schroeder

Andrew D. Berns, Town Administrator

Russell Muñiz, Assistant Town Administrator/Town Clerk

Martin D. Sherwood, Town Financial Administrator

Richard DeWitt, Deputy Town Attorney

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

The following motion was made by Council Member Schroeder, seconded by Council Member Jablonski and passed by 3-0 roll call vote. The vote was as follows: Council Members Jablonski, Schroeder, and Vice Mayor Breitkreuz voting Yes.

MOTION: TO EXCUSE MAYOR McKAY AND COUNCIL MEMBER FISIKELLI.

3. Public Comment

No members of the public addressed the Town Council.

4. Board Reports

None were presented.

5. Council Member Comments

Council Member Jablonski reminded everyone about the Bingo at the Barn event which would be held on the 12th of August.

Vice Mayor Breitkreuz advised that Broward County contacted the Town about the intersection of Dykes Road and Griffin Road. The County intends to place a signal that would restrict right turns from northbound Dykes Road while traffic from southbound Weston Road is making the left turn to travel east on Griffin Road. He felt that this would increase the safety of this intersection. He welcomed any resident feedback on this issue. In response to resident input, he indicated he would discuss with the County if this restriction could be lifted in the evening hours, and would also discuss making the southbound right hand lane of Weston Road a Right Turn Only lane.

6. Legal Comments

Deputy Town Attorney Dewitt offered no comments.

7. Administration Comments

Town Administrator Berns indicated that the Proposed FY 2018 Budget books would be distributed to the Town Council on July 14th.

Resolutions

8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR JOINT PARTICIPATION IN THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES); AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Schroeder, seconded by Council Member Jablonski and passed by 3-0 roll call vote. The vote was as follows: Council Members Jablonski, Schroeder, and Vice Mayor Breitkreuz voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIRST MODIFICATION TO THE AGREEMENT WITH THE MELLGREN PLANNING GROUP, INC.; EXTENDING THE AGREEMENT FOR AN ADDITIONAL THREE (3) YEAR TERM; ADJUSTING THE APPLICANT FEE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE FIRST MODIFICATION TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Schroeder, seconded by Council Member Jablonski and passed by 3-0 roll call vote. The vote was as follows: Council Members Jablonski, Schroeder, and Vice Mayor Breitkreuz voting Yes.

MOTION: TO APPROVE THE RESOLUTION.

10. Approval of Minutes

a. June 8, 2017 Regular Meeting

The following motion was made by Council Member Schroeder, seconded by Council Member Jablonski and passed by 3-0 roll call vote. The vote was as follows: Council Members Jablonski, Schroeder, and Vice Mayor Breitkreuz voting Yes.

MOTION: TO APPROVE THE MINUTES.

11. Adjournment - Meeting was adjourned at 7:25 p.m.

Respectfully submitted:

Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

*Adopted by the Town Council on
this 10th day of August, 2017.*

Doug McKay, Mayor

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