TUESDAY
JULY 6, 2021
7:00 PM

WESTON CITY HALL
17200 ROYAL PALM BOULEVARD
WESTON, FLORIDA

CITY COMMISSION
REGULAR MEETING AGENDA

1 Roll Call

2 Pledge of Allegiance

3 Presentations

4 Public Comments – 30 minutes*

**Each person is requested to give his/her name for the record and may speak for up to 3 minutes. Tha maximum time allotted for Public Comments at the beginning of the meeting is 30 minutes. Any person(s) who submitted notiication or desire to speak during Public Comments and are not acknowledged during the initiral 30-minute period may be heard at the end of the meeting, time permitted.*

5 Consent Agenda

A. Commissioners' Items Removed for Later Discussion
B. Approval of Balance of Consent Agenda

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6 CONSENT AGENDA

CITY OF WESTON

a A Resolution of the City Commission of the City of Weston, Florida, adopting the Special Assessment Methodology for Fire Protection Services for the Fiscal Year 2022.

Assessment Methodology for Fire Protection Services

WESTON#75795-v1FY2022 Fire Assessment Resolution.DOCX
WESTON#75799-v3FY2022 Fire Assessment Methodology.DOCX

b A Resolution of the City Commission of the City of Weston, Florida, adopting the Special Assessment Methodology for the provision of Automated Residential Curbside Solid Waste Collection Services within the City for Fiscal Year 2022.

Assessment Methodology for Automated Residential Curbside Solid Waste Collection Services

WESTON#75796-v1FY2022 Solid Waste Assessment Resolution.DOCX
WESTON#75800-v2FY2022 Solid Waste Assessment Methodology.DOCX

c A Resolution of the City Commission of the City of Weston, Florida, accepting the Broward County Affordable Housing Advisory Committee Incentive Strategies Report dated December 2020.

WESTON#75917-v1Resolution SHIP HUD Agreement Broward County.DOCX
WESTON#75930-v1Advisory Housing Advisory Committee Report to Broward County Board of County Commissioners Broward County SHIP Af.PDF

d A Resolution of the City Commission of the City of Weston, Florida, approving the Agreement among the City of Weston, Florida, Learning Excellence Foundation of West Broward County, Inc., and the Sheriff of Broward County, Florida, for a School Resource Officer for School Year 2021-2022.

WESTON#75842-v1Draft resolution for 2021-2022 SRO agreement.DOC
WESTON#72067-v3Imagine Schools SRO Agreement.DOCX

e A Resolution of the City Commission of the City of Weston, Florida, approving the First Amendment to the Agreement between the City of Weston and Juniper Landscaping of Florida, LLC, F/K/A Greensource Landscape and Sports Turf, Inc., for Parks Maintenance Services, RFP No. 2019-13, Parks Group A: Regional Park and Heron Park.

WESTON#75925-v2Reso 2021-XX Amend_ 1 RFP 2019-13-A.DOCX
WESTON#75927-v2Amend_ No_ 1 RFP 2019-13-A Juniper.DOC

f A Resolution of the City Commission of the City of Weston, Florida, approving the First Amendment to the Agreement between the City of Weston and 100% Landscaping Co., Inc. for Parks Maintenance Services, RFP No. 2019-13, Parks Group D: Gator Run, Peace Mound Park, Emerald Estates Park, Tennis Center, Bonaventure Park and Country Isles Park.

WESTON#75962-v1Reso_ 2021-XX Amend_ 1 RFP NO_ 2021-13-D 100%.DOCX
WESTON#75950-v1Amend_ No_ 1 RFP 2019-13-D 100%.DOC

CITY OF WESTON AND INDIAN TRACE DEVELOPMENT DISTRICT

CITY OF WESTON AND BONAVENTURE DEVELOPMENT DISTRICT

CITY OF WESTON, INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT

INDIAN TRACE DEVELOPMENT DISTRICT

INDIAN TRACE DEVELOPMENT DISTRICT AND BONAVENTURE DEVELOPMENT DISTRICT

g Purchase of new Hockey jerseys for all of us
Staff recommends we approve purchase of jerseys!!

Minutes of June 24th 2021
City of Allen user list with Roles 6-7-2021.xls
Proclamation - LGBTQ Pride Month
Peak Approval Document

BONAVENTURE DEVELOPMENT DISTRICT

7 Adjournment

PUBLIC PARTICIPATION AT COMMISSION MEETINGS

Anyone wishing to address the Commission with regards to a matter appearing on the Agenda or during audience comments must sign in with the City Manager or his designee. Each individual must state his or her name and the name of the entity represented (if applicable) and the item on the agenda to be addressed prior to conclusion of the discussion of the matter. Each person addressing the Commission shall approach the lectern, shall give their name and address in an audible tone of voice for the record, and unless further time is granted by the Presiding Officer, shall limit their address to three (3) minutes. All remarks shall be addressed to the Commission as a body and not to any member thereof. A person speaking on an item on the agenda shall limit their comments to matters relevant to the item. A person speaking during audience comments shall not address any item on the agenda and is strongly encouraged to refrain from making political statements. No person addressing the Commission shall make personal attacks on any member of the Commission or any other individuals or entities. No person, other than the Commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Commission, without the permission of the Presiding Officer. No question shall be asked of a Commissioner except through the Presiding Officer.

Any person who addresses the Commission on behalf of an individual, corporation or special interest group for compensation must disclose that representation when stating his or her name, as described above. Commission Workshops customarily limit discussion to members of the City Commission and Staff.

Pursuant to Florida Statutes 286.0105, if a person decides to appeal any decision made by the body with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Florida Statutes Section 286.26, persons needing a special accommodation to participate in this proceeding should contact the City Clerk's Office at (954) 385-2000 at least 48 hours prior to the meeting.

AGENDA ITEM SUMMARY

MEETING DATE: July 6, 2021	AGENDA ITEM NO. a

FOR:
City of Weston

TITLE:
A Resolution of the City Commission of the City of Weston, Florida, adopting the Special Assessment Methodology for Fire Protection Services for the Fiscal Year 2022.

Assessment Methodology for Fire Protection Services

SUMMARY EXPLANATION & BACKGROUND:
The City Commission of the City of Weston finds that the City is empowered by Chapter 170, Florida Statutes, as amended, and by its Home Rule powers, to levy and collect fire protection services assessments to defray the costs associated with the provision of fire protection services. The costs of fire protection services to be assessed are fairly and equitably allocated through the assessment methodology. Based upon the methodology approved in the 2007 Report, the City has calculated the assessments for prior fiscal years. On June 21, 2010, the Commission approved Resolution No. 2010-68, which amended the 2007 Report to expand the properties exempt from the assessment to include those eligible for exemption under Section 170.201(2), Florida Statutes. The Commission finds that it is in the best interest of the residents of the City to adopt the Special Assessment Methodology for Fire Protection Services for Fiscal Year 2022.

REQUESTED ACTION:

EXHIBITS (LIST):
WESTON#75795-v1FY2022 Fire Assessment Resolution.DOCX
WESTON#75799-v3FY2022 Fire Assessment Methodology.DOCX

PREPARED BY:	PETITIONER/REPRESENTATIVE:
Bryan E. Cahen, Director of Budget	Not Applicable
RECOMMENDED FOR CONSIDERATION BY:	**FUNDING SOURCE:**
Donald P. Decker, City Manager/CEO, Darrel L. Thomas, Assistant City Manager/CFO, Jamie Alan Cole, City Attorney	Not Applicable

VOTING REQUIRED FOR PASSAGE:
Majority

COMMISSION ACTION:

	M	2	Y	N	Approved as presented	
Commissioner Molina-Macfie					Approved as amended	
Commissioner Jaffe					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Brown					Deferred to	
Mayor Stermer					To deny	

CITY OF WESTON, FLORIDA
RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, ADOPTING THE SPECIAL ASSESSMENT METHODOLOGY FOR FIRE PROTECTION SERVICES FOR THE FISCAL YEAR 2022.

WHEREAS, First, the City Commission (the "Commission") of the City of Weston (the "City") finds that the City is empowered by Chapter 170, Florida Statutes, as amended, and by its Home Rule powers, to levy and collect fire protection services assessments to defray the costs associated with the provision of fire protection services; and

WHEREAS, Second, the Commission has determined that all properties within the City that specially benefit from fire protection services shall be assessed for the costs of those services; and

WHEREAS, Third, the costs of the fire protection services to be assessed are fairly and equitably allocated through the assessment methodology; and

WHEREAS, Fourth, the Commission has previously found that the imposition of fire protection services assessments for fire protection services is an equitable and efficient method of allocating and apportioning the cost of fire protection services among parcels of benefited property; and

WHEREAS, Fifth, the Commission previously approved Resolution No. 2006-128 dated September 27, 2006, adopting the Special Assessment Methodology Fire Protection Services – Fiscal Year 2007 Report (the "2007 Report) for the Fiscal Year beginning on October 1, 2006, and the allocation of benefits and costs are defined in the 2007 Report, which became the methodology for the City upon the approval of the City Commission; and

WHEREAS, Sixth, based upon the methodology approved in the 2007 Report, the City has calculated the assessments for prior fiscal years; and

WHEREAS, Seventh, on June 21, 2010, the Commission approved Resolution No. 2010-68, which amended the 2007 Report to expand the properties exempt from the assessment to include those eligible for exemption under Section 170.201(2), Florida Statutes; and

WHEREAS, Eighth, the Commission finds that it is in the best interest of the residents of the City to adopt the Special Assessment Methodology for Fire Protection Services for Fiscal Year 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, ADOPTING THE SPECIAL ASSESSMENT METHODOLOGY FOR FIRE PROTECTION SERVICES FOR THE FISCAL YEAR 2022.

Section 2: The City Commission adopts the Special Assessment Methodology for Fire Protection Services for Fiscal Year 2022, attached hereto and made a part hereof, as Exhibit "A," as its methodology for Fire Protection Services for the Fiscal Year 2022.

Section 3: The appropriate City officials are authorized to take all necessary actions and execute all necessary documents to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 6th day of July 2021.

_____
Margaret Brown, Mayor

ATTEST:

_____
Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

_____
Jamie Alan Cole, City Attorney

Roll Call:
Commissioner Mead _____
Commissioner Eddy _____
Commissioner Molina-Macfie _____
Commissioner Jaffe _____
Mayor Brown _____

Exhibit "A"

The City of Weston

Special Assessment Methodology
2007 Fire Protection Services Report
Fire Protection Services Updated for Fiscal Year 2022

(See Following 12 Pages)

EXHIBIT "A"

THE CITY OF WESTON

SPECIAL ASSESSMENT METHODOLOGY
2007 FIRE PROTECTION SERVICES REPORT
FIRE PROTECTION SERVICES UPDATED FOR FISCAL YEAR 2022

INTRODUCTION

Shortly after its incorporation, The City of Weston entered into an agreement with Broward County for the provision of fire protection, fire prevention and emergency medical services on March 4, 1997. Funding for the services was provided by assessing real properties within the City through the County's Municipal Services Tax Benefit Unit. The funding methodology was changed in 2000 as explained in the following paragraph. The City and County entered into a new agreement for services on October 1, 2000. On October 1, 2003, subsequent to the transfer of the responsibility of service provision for fire and emergency medical services from Broward County to the Broward Sheriff's Office ("BSO"), the City of Weston ("City") entered into an interlocal agreement with BSO for the provision of fire protection, fire prevention and emergency medical services to all properties within the City for a fixed annual fee paid by the City. Services were provided under an agreement dated December 10, 2007, between the City and BSO, which commenced October 1, 2008 through September 30, 2014. Services were being provided on a year-to-year basis under the terms of the previous contract while the new contract was being finalized. On September 30, 2015, the City and BSO entered into a new Agreement for a four-year initial term that commenced on October 1, 2015 through September 30, 2019, with one, five-year optional renewal period. On July 1, 2019, the City and BSO entered into a new Agreement for a five-year initial term that commenced on October 1, 2019, through September 30, 2024, with one, five-year optional renewal period.

The City first developed a non-ad valorem special assessment methodology in 2000 to establish and implement a fire protection services assessment program within the municipal boundaries of the City. Florida courts have held that special assessments for fire protection services are valid in that they provide a direct special benefit to real property by lowering insurance premiums and enhancing property values, while assessments for emergency medical services are not valid because they do not specially benefit property. See Lake County v. Water Oak Management Corp., 695 So. 2d 667, 669 (Fla. 1997); SMM Properties, Inc. v. City of North Lauderdale, 760 So. 2d 998 (Fla. 4th DCA 2000, affd 825 So. 2d 343 (Fla, 2002). Accordingly, funds collected by levying these assessments will only pay for the fire protection portion of the total costs of the contract with BSO. The emergency medical services part of the contract, on the other hand, will be funded from the City's General Fund.

The original assessment methodology has been revised three times. The previous revisions were: 1) to use the average of the last ten years of available fire incident data in apportioning the assessment burden of fire protection services costs instead of using only three years (amended beginning in fiscal year 2006); and 2) to weight the calls to non-residential properties based upon the greater response cost associated with non-residential calls for service as well as including the

cost for the provision of fire inspection services for all non single-family residential properties (amended beginning in fiscal year 2007). The third revision was done in fiscal year 2013, and expanded the properties exempt from the assessment to include all properties eligible for exemption under Section 170.201(2), Florida Statutes.

ASSESSMENT OBJECTIVES

The City's objective is to have a special assessment methodology capable of funding all of the assessable costs associated with fire protection and inspection services (collectively referred to herein as "fire protection services") to properties within the municipal boundaries of the City.

The objective is to develop an accurate, fair and equitable non-ad valorem assessment using property information included on the ad valorem tax roll. The City believes that the methodology set forth herein satisfies this objective, while at the same time addressing the following legal requirements for a valid special assessment (see Lake County v. Water Oak Management Corp., supra at 669):

- That the services provided result in a special and peculiar benefit to the properties being assessed; and

- That the assessments levied must be fairly and reasonably apportioned among the properties receiving the special and peculiar benefit.

SERVICE DESCRIPTION

The City supplies fire protection services to properties within the City through a contract with BSO. The City will have in service at all times three NFPA compliant Pumper fire apparatus/ALS first responder engine companies staffed with three personnel, one NFPA compliant Aerial fire apparatus/ALS first responder aerial company staffed with four personnel, and one NFPA Aerial/Quint Fire Apparatus/ALS first responder aerial company, staffed with four personnel. BSO provides the personnel that staff the vehicles. The vehicles and associated personnel operate out of four permanent City-owned fire stations, with every station equipped with at least one fire apparatus. The City additionally provides one reserve NFPA compliant Pumper fire apparatus/ALS first responder engine stationed within the City, for use as a replacement vehicle during times a regular unit is out of service due to repairs or maintenance. In addition, City supplies fire inspection services to all non single-family residential properties within the City through a contract with BSO. All of the properties within the City receive a special benefit from the fire protection services, and thus, except for the exempt properties, will be apportioned their fair share of the expense.

APPORTIONMENT METHODOLOGY

The development of this assessment methodology is dependent upon the identification of the degree of benefit that different properties within the City derive from the provision of fire protection services and assigning costs of providing these services to those properties. This methodology is based on two allocations. The first allocation is comprised of three elements: assessable cost of providing fire services, the stock of properties within the City, and the number

fire incidents, weighted by the type of incident response. The second allocation is done on non-single family residential properties only, and recovers the cost of the fire inspection services to those non-residential properties.

The first element of the assessment methodology development is the cost of providing the fire services to the City. As indicated in more detail in the following section, Fiscal Year 2022 assessable cost of Fire Protection Services is composed of the contract amount per the City's agreement with the BSO, the cost of fire inspections (again, allocated only to non-residential properties), associated inspection technology maintenance costs, building maintenance costs, reserves and the costs of collection.

The second element is the stock of properties within the City. This element is used to determine categories of properties for the purpose of the fire assessment as well as the particular property's or property category's assessment per unit.

The third and final element is the number of fire incidents segregated by property use category. The data used to identify the above are the numbers of fire calls within the City per particular property use category. These calls are weighted by a factor representing the different resources responding to each use category. This third assessment element serves as the determinant of benefit received by property depending on its property use category, as well as a determinant of a particular property use's share of the assessable costs.

The recommended fire apportionment methodology allocates assessable costs on the basis of anticipated demand for fire protection services by categories of real property uses as identified on the real property assessment roll prepared for the levy of ad valorem taxes. The anticipated demand for fire services is approximated to be equal to the historical average demand based on the number of calls within property use category, and such demand is equal to the benefit received from the provision of fire protection services within the City.

ASSESSABLE COSTS

The City will pay BSO an annual payment for the provision of fire protection and for the provision of fire inspection services in Fiscal Year 2022. The amount does not include any amounts paid to BSO for emergency medical services. In addition to the contract amount payable to BSO, assessable fire costs shall also include supplementary and administrative costs to the City that are not included in the contract costs.

PROPERTY DATA

All improved properties on the City's ad valorem tax roll were assigned to a category based upon their use code assignment by the Broward County Property Appraiser. There are 100 two digit improvement codes (from 00 to 99), which distinguish properties according to type of use.

For parcels assigned to the residential property use category, the total number of dwelling units was determined.

For parcels within the non-residential property use categories, the amount of square footage of these non-residential structures was determined from the building files on the ad valorem tax roll, where available.

INCIDENT DATA

The City has obtained information identifying the number of fire protection calls made to property categories within the City for the calendar years 2011 through 2020. The data is derived from BSO records used to document unit deployment as well information provided to the State Fire Marshal's office. Using the information for ten one-year periods, 2011 through 2020, an average number of fire protection incidents per property use category was obtained to determine the demand for services attributable to each of the real property uses.

Fire incidents are categorized on the basis of the "Fixed Property Use" code included in each incident report. There are certain fire incident reports not appropriate for assignment to a specific property use classification, for example:

- Non-Specific Calls. Non-specific fire protection incidents principally consist of calls to roads, highways and sidewalks.

- Non-Classified Calls. A number of the fire protection incident reports did not properly classify the incident.

- Special Property. Special property consists mainly of outdoor property such as signs, fences and poles.

Using the "Fixed Property Use" information, the resulting calls were initially assigned to the following property use categories: single family, multi-family, hotel/motel, commercial, warehouse, institutions and government.

Once the initial assignment of fire protection incidents was analyzed, incidents to similar types of property categories were aggregated where deemed appropriate.

Calls to single family residential, multi-family, and hotel/motel parcels were aggregated to a "residential" category to provide for a per unit methodology.

Similarly, calls to commercial and office categories were aggregated and labeled commercial/office because of the similarity in the response procedures as well as the demand characteristics by these property use classes.

Considering there were very few specific calls to both vacant and agricultural property, it was determined that these two categories were insignificant in the analysis. Additionally, because of the urbanized character of the City, it is assumed that the suppression of fires on vacant property primarily benefits adjacent property by containment of the spread of fire rather than preservation of the value of the vacant parcel. Accordingly, vacant and agricultural properties are not included in the methodology and will not be assessed. However, if vacant or agricultural property is developed during the year, it will be benefited during the remainder of the year. Thus, a pro-rata partial year assessment is justified.

Calls to certain properties may be exempted from the assessment pursuant to Section 170.201(2), Florida Statutes:

> Property owned or occupied by a religious institution and used as a place of worship or education; by a public or private elementary, middle, or high school; or by a governmentally financed, insured, or subsidized housing facility that is used primarily for persons who are elderly or disabled shall be exempt from any special assessment levied by a municipality to fund any service if the municipality so desires. As used in this subsection, the term "religious institution" means any church, synagogue, or other established physical place for worship at which nonprofit religious services and activities are regularly conducted and carried on and the term "governmentally financed, insured, or subsidized housing facility" means a facility that is financed by a mortgage loan made or insured by the United States Department of Housing and Urban Development under s. 8, s. 202, s. 221(d)(3) or (4), s. 232, or s. 236 of the National Housing Act and is owned or operated by an entity that qualifies as an exempt charitable organization under s. 501(c)(3) of the Internal Revenue Code.

The City has determined that it will exempt all properties within each of the categories set forth in Section 170.201(2) from the fire non-ad valorem assessment. The City has also determined that all properties owned by the City of Weston will be exempt from the fire non-ad valorem assessment. The City shall use the codes and classifications assigned to properties by the Property Appraiser of Broward County to determine applicability of the exemption. It is the responsibility of each property owner to ensure they are correctly coded and classified by the Property Appraiser. If a property is coded or classified incorrectly and therefore assessed for these services, it is the responsibility of the property owner to bring such error to the attention of the Property Appraiser and/or the City, so that corrections can be made and exemption applied to the following year's assessment rolls. No refunds will be provided for any years assessed due to incorrect information being provided to the City during the course of its preparation of the assessment rolls.

Resulting from this is a segregation of properties into residential, commercial/office and warehouse uses and assignment of the weighted incident calls to these categories are presented in Table 2. The last column in Table 2, labeled Percent of Total, signifies the particular category's share of average historical demand for fire protection services, as weighted by the response

resource factor, is the basis for that category's share of assessable costs. The response resource weighting multiplies each residential call by a factor of ten, and each commercial, office and warehouse call by a factor of thirteen, based upon the standard minimum personnel assigned to the call response.

SPECIAL BENEFIT CONCLUSIONS

The following conclusion supports a finding that the fire protection services provided by the City provide a special benefit to the assessed parcels.

Fire protection services possess a logical relationship to the use and enjoyment of improved property by: (i) protecting the value of the improvements and structures by providing available fire control services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of improvements and structures within improved parcels; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection and prevention program within the City; and (iv) containing the spread of fire incidents occurring on adjacent vacant property with the potential to spread and endanger the structures and occupants of improved property. Florida Courts have found that fire protection services provide a special benefit to property, see Lake County v. Water Oak Management Corp., supra at 669.

APPORTIONMENT METHODOLOGY

The following section describes the recommended assessment apportionment methodology for fire protection services based on (i) assessable costs, (ii) real property stock, and (iii) demand for services. Included are the underlying special benefits and fair apportionment conclusions.

The assessable cost to provide fire protection services for Fiscal Year 2022 was apportioned among property use categories based upon the historical demand for fire protection services as illustrated in Table 2.

The previous practice of performing annual fire inspections was for each tenant of a multi-tenant building to be inspected and billed based upon square footage. The common areas of a multi-tenant building were inspected, and the building owner was billed for those common areas. Beginning with Fiscal Year 2007, multi-tenant buildings have been treated as one inspection based upon the building's square footage listed in the Property Appraiser's Tax Roll and the cost for the inspection is included in the fire non-ad valorem special assessment. It will then be up to the building owner to recoup the cost from tenants if the owner so chooses. This change will eliminate the need for fire inspectors to measure the tenant spaces for billing purposes, reduce records management, assure timely collections, and treat the building in its entirety for fire prevention.

TABLE 1
FIRE SERVICE PROTECTION CALLS 2011-2020

	Fire Protection Incidents per Category											
Property Category	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Average	Percent of Total*
Residential	479	462	504	436	579	540	697	721	557	581	556	86.76%
Commercial/Office	68	73	61	70	87	94	86	100	115	73	83	12.91%
Industrial/Warehouse	2	1	1	1	1	1	2	3	7	2	2	0.33%
Total	549	536	566	507	667	635	785	824	679	656	641	100.00%

* 10 resource units respond to each residential call & 13 resource units respond to each non-residential call

TABLE 2
FIRE PROTECTION SERVICES
COST APPORTIONMENT

Property Category	Percent of Total Incidents
Residential	83.41%
Commercial/Office	16.19%
Industrial/Warehouse	0.40%
Total	100.00%

COMPUTATION OF FIRE PROTECTION SERVICES ASSESSMENTS

Applying the foregoing parcel apportionment methodology, fire protection services assessment rates were computed for each category of property use in the City. The specific methodology and underlying conclusions for the parcel apportionment within each category of property use is generally described below.

RESIDENTIAL PARCEL APPORTIONMENT CONCLUSIONS

The parcel apportionment applied in the Residential Property Use Classification is fair and reasonable upon the following conclusions:

- The size or the value of the residential parcel does not determine the scope of the required fire protection response. The potential demand for fire protection services is driven by the existence of a residential unit.

- Apportioning the assessed costs for fire protection services attributable to the residential property use category on a per-residential unit basis is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of parcel apportionment based upon historical call data.

Residential Property Parcel Apportionment Calculation

Based upon the historical demand for fire protection services, the percentage of the City's total fire protection services assessable costs attributable to property in the residential category was calculated (see Table 2). The amount of the assessable costs allocable to property in the residential property use category was divided by the number of dwelling units in the residential category including single family dwelling units, multi-family units and hotel/motel rooms to compute the fire protection services assessment to be imposed against each dwelling unit. For each residential parcel, the actual number of dwelling units located on the parcel will be multiplied by the per-dwelling unit charge to compute the residential fire protection services assessment for the parcel. Table 3 shows the number of dwelling units in the City.

TABLE 3
RESIDENTIAL CATEGORY

Category	Number of Dwelling Units
Residential	24,845

NON-RESIDENTIAL PARCEL APPORTIONMENT CONCLUSIONS

The parcel apportionment applied in the Non-Residential Property Use Classification is fair and reasonable based upon the following conclusions:

- The risk of loss and demand for fire protection service availability is substantially the same for structures below a certain minimum size. Because the value and anticipated occupancy of structures below a certain minimum size is less, it is fair, reasonable, and equitable to provide a lesser assessment burden on such structures by the creation of specific property parcel classifications for those parcels.

- The separation of non-residential parcels into square footage classifications is fair and reasonable for the purposes of parcel apportionment because: (i) the administrative expense and complexity created by an on-site inspection to determine the actual square footage of structures and improvements within each improved parcel assessed is impractical; and (ii) the demand for fire protection availability is not precisely determined or measured by the actual square footage of structures and improvements within benefited parcels; and (iii) the classification of parcels within square footage ranges is a fair and reasonable method to classify benefited parcels and to apportion costs among benefited parcels that create similar demand for the availability of fire protection services.

- The demand for and the availability of fire protection services diminishes at the outer limit of structure size since a fire occurring in a structure greater than a certain size is not capable of being suppressed under expected conditions and the fire control activities under such circumstances are directed to avoid the spread of the fire event to adjacent structures. Therefore, it is fair and reasonable to place a cap on the square footage classification of benefited parcels within the non-residential property use categories.

The parcel apportionment for each Non-Residential Property Use Classification includes both minimum parcel classifications and an additional classification of all other improved parcels based upon the assumed square footage of structures and improvements within the improved parcel. The Non-residential Property Use Classifications include property uses.

Non-Residential Property Parcel Apportionment Calculation and Classification

Based upon the historical demand for fire protection services, property in the Non-Residential Property Use Classification will be responsible for funding a percentage of the City's total fire protection services assessable costs segregated by Commercial/Office and Warehouse categories. The amount of the assessable costs allocable to parcels within each of the Non-Residential Property Use Classification was calculated based upon the following classification.

Non-residential parcels with square footage of non-residential improvements less than 1,999 square feet were assigned an improvement area of 1,000 square feet per parcel. Parcels with square footage of non-residential improvements between 2,000 square feet and 3,499 square feet were assigned an improvement area of 2,000 square feet per parcel. Parcels with non-residential improvements between 3,500 square feet and 4,999 square feet were assigned an improvement area of 3,500 square feet per parcel. Parcels with non-residential improvement areas between 5,000 square feet and 9,999 square feet were assigned an improvement area of 5,000 square feet per parcel. For parcels containing non-residential improvements greater than 10,000 square feet, assignments of improvement area were made in 10,000 square foot increments up to 49,999

square feet, with the improved area being assigned at 10,000, 20,000, 30,000 and 40,000 square feet respectively.

Parcels with non-residential improvement areas between 50,000 square feet and 74,999 square feet were assigned an improvement area of 50,000 square feet per parcel. Parcels with non-residential improvement areas between 75,000 square feet and 99,999 square feet were assigned an improvement area of 75,000 square feet per parcel. Parcels with non-residential improvement areas between 100,000 square feet and 124,999 square feet were assigned an improvement area of 100,000 square feet per parcel. Parcels with non-residential improvement areas between 125,000 square feet and 149,999 square feet were assigned an improvement area of 125,000 square feet per parcel. Parcels with non-residential improvement areas between 150,000 square feet and 199,999 square feet were assigned an improvement area of 150,000 square feet per parcel. Parcels with non-residential improvement areas between 200,000 square feet and 299,999 square feet were assigned an improvement area of 200,000 square feet per parcel.

For non-residential property uses, parcels containing improvements greater than 300,000 square feet were assigned a maximum improvement area of 300,000 square feet. The following tables illustrate the assignment of improvement area under this apportionment methodology for Commercial/Office/Institutional and Warehouse property use categories.

TABLE 4
COMMERCIAL/OFFICE CATEGORY

Parcel Classification (in square foot ranges)	Number of Parcels
<1,999	103
2,000 - 3,499	34
3,500 - 4,999	14
5,000 - 9,999	57
10,000 - 19,999	27
20,000 - 29,999	10
30,000 - 39,999	11
40,000 - 49,999	7
50,000 - 74,999	5
75,000 - 99,999	5
100,000 - 124,999	2
125,000 - 149,999	1
150,000 - 199,999	2
200,000 - 299,999	0
≥ 300,000	1
Total	279

TABLE 5
INDUSTRIAL/WAREHOUSE CATEGORY

Parcel Classification (in square foot ranges)	Number of Parcels
< 1,999	40
2,000 - 3,499	1
3,500 - 4,999	5
5,000 - 9,999	0
10,000 - 19,999	1
20,000 - 29,999	7
30,000 - 39,999	2
40,000 - 49,999	2
50,000 - 74,999	1
75,000 - 99,999	3
100,000 - 124,999	2
125,000 - 149,999	5
150,000 - 199,999	2
200,000 - 299,999	4
≥ 300,000	0
Total	75

Mixed Use Property Calculation and Classification

For institutional parcels, which contain a warehouse classified building, the parcel was classified as a warehouse parcel for the purposes of the assessment.

Agricultural/Vacant Property Calculation and Classification

Based upon the lack of documented historical demand for fire protection services for the agricultural/vacant parcels, agricultural and vacant property use categories were not assessed for fire protection services. Additionally, because of the urbanized character of the City, the underlying assumption was that the suppression of fire on vacant property primarily benefits improved property by the containment of the spread of fire rather than the preservation of the value of the vacant property.

PARTIAL YEAR ASSESSMENTS

Any individually parceled residential property which receives a Certificate of Occupancy during the Fiscal Year will be subject to an interim Fire Protection Services Assessment. The amount of the interim Fire Protection Services Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such parcel computed in accordance with the Assessment Resolution for the Fiscal Year for which the interim Fire Protection Services Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. The collection of partial year assessments was upheld by the Florida Supreme Court in Harris v. Wilson, 693 So. 2d 945 (1997). Since new properties are inspected during the process of issuing the Certificate of Use, there is no partial year assessment calculated through the non-ad valorem process for fire inspections – only for fire protection services.

Partial assessment rates for the three property use categories are based on the month during which the particular property receives its Certificate of Occupancy. The partial year assessment will be listed on the property owner's subsequent year TRIM notice and will be collected by the City as part of the next year's assessment.

AGENDA ITEM SUMMARY

MEETING DATE: July 6, 2021	AGENDA ITEM NO. b

FOR:
City of Weston

TITLE:

A Resolution of the City Commission of the City of Weston, Florida, adopting the Special Assessment Methodology for the provision of Automated Residential Curbside Solid Waste Collection Services within the City for Fiscal Year 2022.

Assessment Methodology for Automated Residential Curbside Solid Waste Collection Services

SUMMARY EXPLANATION & BACKGROUND:
The City Commission previously approved Resolution No. 2007-100 dated September 10, 2007, adopting the Special Assessment Methodology Single Family Residential Solid Waste Services Report for the Fiscal Year beginning on October 1, 2007 (the "2007 Report"), and the allocation of benefits and costs are defined in the 2007 Report, which became the methodology for the City upon the approval of the City Commission. Based upon the methodology approved in the 2007 Report, the City has calculated the assessments for prior fiscal years. The City Commission finds that it is in the best interest of the residents of the City to continue to utilize the 2007 Report as its methodology for the provision of solid waste collection services for automated curbside residential parcels within the City for the Fiscal Year 2022.

REQUESTED ACTION:

EXHIBITS (LIST):
WESTON#75796-v1FY2022 Solid Waste Assessment Resolution.DOCX
WESTON#75800-v2FY2022 Solid Waste Assessment Methodology.DOCX

PREPARED BY:	PETITIONER/REPRESENTATIVE:
Bryan E. Cahen, Director of Budget	Not Applicable
RECOMMENDED FOR CONSIDERATION BY:	**FUNDING SOURCE:**
Donald P. Decker, City Manager/CEO, Darrel L. Thomas, Assistant City Manager/CFO, Jamie Alan Cole, City Attorney	Not Applicable

VOTING REQUIRED FOR PASSAGE:
Majority

COMMISSION ACTION:

	M	2	Y	N	Approved as presented	
Commissioner Molina-Macfie					Approved as amended	
Commissioner Jaffe					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Brown					Deferred to	
Mayor Stermer					To deny	

CITY OF WESTON, FLORIDA
RESOLUTION NO. 2021-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, ADOPTING THE SPECIAL ASSESSMENT METHODOLOGY FOR THE PROVISION OF AUTOMATED RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES WITHIN THE CITY FOR THE FISCAL YEAR 2022.

WHEREAS, First, the City of Weston (the "City") is empowered by Chapter 170, Florida Statutes, as amended, and by its Home Rule powers, to levy and collect solid waste collection services assessments to defray the costs associated with the provision of solid waste collection services; and

WHEREAS, Second, the City Commission determined that the imposition of a Solid Waste Collection Services Assessment for solid waste collection services each fiscal year is an equitable and efficient method of allocating and apportioning the Solid Waste Collection Services Assessed Cost among parcels of Assessed Property; and

WHEREAS, Third, the costs of the solid waste collection services to be assessed are fairly and equitable allocated through the assessment methodology; and

WHEREAS, Fourth, the City Commission enacted Ordinance No. 2007-14 (the "Solid Waste Collection Services Assessment Ordinance"), which authorizes the imposition of Solid Waste Collection Services Assessments for solid waste collection services against Assessed Property located within the City; and

WHEREAS, Fifth, the City Commission previously approved Resolution No. 2007-100 dated September 10, 2007, adopting the Special Assessment Methodology Single Family Residential Solid Waste Services Report for the Fiscal Year beginning on October 1, 2007 (the "2007 Report"), and the allocation of benefits and costs are defined in the 2007 Report, which became the methodology for the City upon the approval of the City Commission; and

WHEREAS, Sixth, based upon the methodology approved in the 2007 Report, the City has calculated the assessments for prior fiscal years; and

WHEREAS, Seventh, the City Commission finds that it is in the best interest of the residents of the City to continue to utilize the 2007 Report, attached hereto and made a part hereof as Exhibit "A", as its methodology for the provision of solid waste collection services for automated curbside residential parcels within the City for the Fiscal Year 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, ADOPTING THE SPECIAL ASSESSMENT METHODOLOGY FOR THE PROVISION OF AUTOMATED RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES WITHIN THE CITY FOR THE FISCAL YEAR 2022.

Section 2: The City Commission adopts the 2007 Report, attached hereto and made a part hereof, as Exhibit "A", as its methodology for the provision of solid waste collection services for automated curbside residential parcels within the City for the Fiscal Year 2022.

Section 3: The appropriate City officials are authorized to take all necessary actions and execute all necessary documents to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 6th day of July 2021.

_____
Margaret Brown, Mayor

ATTEST:

_____
Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

_____
Jamie Alan Cole, City Attorney

Roll Call:
Commissioner Mead _____
Commissioner Eddy _____
Commissioner Molina-Macfie _____
Commissioner Jaffe _____
Mayor Brown _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, ADOPTING THE SPECIAL ASSESSMENT METHODOLOGY FOR THE PROVISION OF AUTOMATED RESIDENTIAL CURBSIDE SOLID WASTE COLLECTION SERVICES WITHIN THE CITY FOR THE FISCAL YEAR 2022.

Exhibit "A"

The City of Weston

Special Assessment Methodology
2007 Single Family Residential Solid Waste Service Report
Automated Residential Curbside Solid Waste
Collection Services Updated for Fiscal Year 2022

(See Following 4 Pages)

EXHIBIT "A"

THE CITY OF WESTON

SPECIAL ASSESSMENT METHODOLOGY
2007 SINGLE FAMILY RESIDENTIAL SOLID WASTE SERVICE REPORT
AUTOMATED RESIDENTIAL CURBSIDE SOLID WASTE
COLLECTION SERVICES UPDATED FOR FISCAL YEAR 2022

INTRODUCTION

The City Commission of the City of Weston, by Resolution No. 2003-88, on May 19, 2003, authorized an agreement between the City of Weston (the "City") and Republic Services of Florida, L.P. d/b/a All Service Refuse ("All Service") for the provision of solid waste, bulk waste and recycling services. All Service provides these services for both residential and non-residential properties within the City. The term of this agreement was for a period of five consecutive years which commenced on January 1, 2004 with an option to renew for an additional term of a minimum of one year to a maximum of five years by mutual consent of both parties. The agreement was first amended by Resolution No. 2008-31, on February 19, 2008 to add and revise certain provisions and to extend the term of the agreement until September 30, 2013. The agreement was amended a second time on August 17, 2009 by Resolution No. 2009-63 to provide for single stream recycling for residential customers, eliminating the need to separate recyclable materials and allowing a comingling of recyclables. The City Commission, by Resolution No. 2012-119, on November 19, 2012, authorized a new agreement between the City and All Service. The term of the agreement was for a period to run from October 1, 2013 to March 31, 2019, with two five-year renewal options.

The City adopted Resolution No. 2018-04 determining that the City will not exercise the option to renew the current agreement with All Service and authorized the City Manager to put the services to a public competitive bid. The City requested bids through the issuance of Bid No. 2018-04. The City received three (3) total sealed bids and those sealed bids were opened on August 21, 2018. The City Commission found that the lowest ranked, responsive and responsible bidder was All Service and found it in the best interest to award bid No. 2018-04 to All Service. The City Commission, by Resolution No. 2018-146, on October 15, 2018, authorized a new agreement between the City and All Service. The term of the agreement was for a period to run from April 1, 2019 to March 31, 2024, with one optional five-year renewal by mutual consent. The agreement provides for all the services listed above along with disposal.

All Service is responsible for billing and collecting payments for all residential units that are not individually parceled and do not receive automated residential curbside solid waste collection services. This includes residential units parceled in groups such as apartment, condominium, townhome, or any other such units; non-automated residential curbside solid waste collection services, residential containerized collection services; commercial collection services and special collection services in accordance with the signed agreement. The City is responsible for billing and collecting payments for all automated residential curbside solid waste

collection services including residential recycling and bulk waste collection services. The City had an established agreement to have the City of Sunrise bill and collect for the residential curbside collection services and the City of Sunrise included this charge in the monthly residential bills for water and sewer services.

On September 10, 2007 the City Commission of the City of Weston by Resolution No. 2007-100 approved a Special Assessment Methodology Single Family Residential Solid Waste Services Report for the Fiscal Year beginning October 1, 2007. The change in the billing methodology added a new non ad valorem special assessment levied annually by the City to include automated residential curbside solid waste and non-automated recycling and bulk waste collection service charges. The change applied to residential properties which are individually parceled and receiving automated residential curbside solid waste collection services. Non-automated residential curbside collection services, residential containerized collection services, including multi-family, along with commercial services and special collection services are not included in the non ad valorem assessment methodology.

The previous agreement with the City of Sunrise provided for a fee of $0.84 per residence per month, or $10.08 per year, for the provision of billing services. This fee is no longer charged per residence. Instead, there are charges payable to both the Broward County Property Appraiser and the Broward County Department of Revenue. The fees to the Property Appraiser are currently set at $0.50 per residence per year. The fee for the Department of Revenue is 2% of the amount collected or $2 per $100 in assessments. The change in methodology for revenue collection was projected to save residential customers approximately $100,000 in fees in the first year.

There are two elements necessary for a special assessment. Lake County v. Water Oak Management Corp., 695 So.2d 667 (Fla. 1997) establishes that there must be a special benefit provided to the property, and the apportionment of the assessment must be fair. These two elements will be addressed in the following two sections.

SPECIAL BENEFIT

The following conclusion supports a finding that the solid waste services provided by the City through its contract with All Service provide a special benefit to assessed parcels. Solid waste services possess a logical relationship to the use and enjoyment of improved property by (i) maintaining cleanliness through the proper, safe and cost effective removal of solid waste, recyclable materials and bulk waste from the properties; (ii) reducing opportunities for threats to health safety by removal of debris and garbage from the residential properties; (iii) removing materials which support rodent and other nuisance pest infestation from residential and surrounding properties; and, (iv) the protection and enhancement of property values resulting from uniform delivery and availability of such residential solid waste services, facilities and programs. Harris v. Wilson, 693 S02d 945 (Fla 1997) establishes the removal of solid waste as a special benefit to property. A typical residential property receives:

<u>Residential Curbside Solid Waste Collection Services</u>

Twice per week, residential solid waste service will be provided to each residential curbside unit. Residential curbside units receiving automated collection service will be provided one 95 gallon or 64 gallon green garbage cart for containing waste. Additional carts may be purchased for a fee. Said carts shall be placed at the curb, within five feet of the street. Branches, limbs and other vegetative items less than six feet in its longest dimension, and less than six inches in diameter shall be picked up when tied in bundles which do not exceed six feet in length and which weigh less than forty pounds per bundle. In addition, a maximum of four unbundled vegetative items from each residential curbside service unit, such as palm fronds and branches, weighing less than ten pounds collectively can be picked up. Christmas trees can also be picked up, and they are not limited to the size or bundling requirements previously noted.

Residential Curbside Bulk Waste Collection Services

Up to six cubic yards of bulk waste four times per year will be collected. Any amounts in excess of that amount can be collected for an additional fee.

Residential Curbside Recycling Collection Services

On a weekly basis, recycling service will be provided to each residential curbside service unit. Recycling materials include those materials that are accepted at the designated recycling facility, such as aluminum cans, plastic bottles and containers, paper milk and juice containers, and newspapers. Each residential curbside service unit is entitled to be provided a cart for containing the recycling materials.

Bulk Trash and Yard Waste Services

Up to four times per month, on Saturdays only, Weston residents may dispose of bulk waste and yard waste at several drop-off stations throughout Broward County, including one in neighboring Davie. Residents, with proof of residency, may bring bulky waste including furniture, appliances and yard waste to any of the drop-off stations.

Household Hazardous Waste Disposal and Electronic Recycling Drop-Off

Up to four times per month, on Saturdays only, Weston residents may dispose of household hazardous waste and recycle electronics at several drop-off stations throughout Broward County, including one in neighboring Davie or attend any of the special one-day drop-off events held throughout Broward County including one in Weston. Residents, with proof of residency, may bring household hazardous waste including batteries, cleaning supplies, motor oil, assorted chemicals & solvents or electronics including TV's, computers, printers and copiers to any of the drop-off stations.

FAIR APPORTIONMENT

The revenue to be generated through the non ad valorem assessment is to be sufficient to cover the costs of the automated residential curbside collection services and non-automated residential curbside recycling and bulk waste collection services provided by All Service. The revenue is to be sufficient to cover the costs for the bulk trash and yard waste services and the household hazardous waste disposal and electronic recycling programs that the City participates in with Broward County. The methodology to determine the assessment to each individually parceled property is to take the total cost and divide it by the number of units of eligible residential properties, resulting in an assessment amount equal for each individually parceled residential property.

The cost of residential collection services is based upon a number of factors, including automated curbside solid waste collection, recycling collection, bulk waste collection, disposal,

one green 95 gallon or 64 gallon automated garbage cart, a recycling cart rate, and recycling cart replacement. These costs are based upon the agreement between the City and All Service, and increase annually as stipulated in the agreement: the annual change in the April Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase or decrease).

In consideration of the privilege granted to All Service to use and occupy the streets, alleys, bridges, easements and other public places of the City pursuant to the agreement, a Franchise Fee for these services is imposed by the City of 35% of gross revenues.

The number of individually parceled residential units receiving residential curbside solid waste services according to the Property Appraiser of Broward County is approximately 17,849.

The total annual costs would be added to each property's TRIM notice and tax bill. The Broward County Revenue Collector charges a fee for collecting special assessments which is based upon a percentage of revenue collected. The Broward County Property Appraiser charges a levy per parcel. Those fees are included in the total assessment amount.

PARTIAL YEAR ASSESSMENTS

Any individually parceled residential property which receives a Certificate of Occupancy during the Fiscal Year will be subject to an interim Solid Waste Collection Services Assessment. The amount of the interim Solid Waste Collection Services Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such parcel computed in accordance with the Assessment Resolution for the Fiscal Year for which the interim Solid Waste Collection Services Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. The collection of partial year assessments was upheld by the Florida Supreme Court in Harris v. Wilson, 693 So. 2d 945 (1997).

AGENDA ITEM SUMMARY

MEETING DATE: July 6, 2021	AGENDA ITEM NO. c

FOR:
City of Weston

TITLE:

A Resolution of the City Commission of the City of Weston, Florida, accepting the Broward County Affordable Housing Advisory Committee Incentive Strategies Report dated December 2020.

SUMMARY EXPLANATION & BACKGROUND:

The State Housing Initiatives Partnership (SHIP) Act, Sections 420.907 through 420.9079, Florida Statutes, provides for the establishment of local housing assistance programs.

The SHIP Act encourages the establishment of joint local housing assistance programs and authorizes local governments to enter into interlocal agreements to establish and implement such programs.

The City of Weston and Broward County desire to address the housing needs of their respective residents and to promote the efficient location, design, and provision of affordable housing.

The City is considered an eligible municipality under the SHIP Act entitling the City to receive its own allocation of SHIP Program funds; however, the City desires for the County to receive the City's allocation of SHIP Program funding and administer the SHIP Program funds in accordance with Sections 420.907-420.9079, Florida Statutes and Chapter 67-37. Florida Administrative Code.

The City and the County believe that the establishment and implementation of a joint local housing assistance program is a more efficient use of resources.

REQUESTED ACTION:

EXHIBITS (LIST):
WESTON#75917-v1Resolution SHIP HUD Agreement Broward County.DOCX
WESTON#75930-v1Advisory Housing Advisory Committee Report to Broward County Board of County Commissioners Broward County SHIP Af.PDF

PREPARED BY:	PETITIONER/REPRESENTATIVE:
Darrel L. Thomas, Assistant City Manager/CFO	Not Applicable
RECOMMENDED FOR CONSIDERATION BY:	**FUNDING SOURCE:**
Donald P. Decker, City Manager/CEO, Darrel L. Thomas, Assistant City Manager/CFOs	Not Applicable

VOTING REQUIRED FOR PASSAGE:
Majority

COMMISSION ACTION:

	M	2	Y	N	Approved as presented	
Commissioner Molina-Macfie					Approved as amended	
Commissioner Jaffe					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Brown					Deferred to	
Mayor Stermer					To deny	

CITY OF WESTON, FLORIDA
RESOLUTION NO. 2021-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, ACCEPTING THE BROWARD COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE INCENTIVE STRATEGIES REPORT DATED DECEMBER 2020.

WHEREAS, First, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907 through 420.9079, Florida Statutes, provides for the establishment of local housing assistance programs; and

WHEREAS, Second, the SHIP Act encourages the establishment of joint local housing assistance programs and authorizes local governments to enter into interlocal agreements to establish and implement such programs; and

WHEREAS, Third, the City of Weston (the "City") and Broward County (the "County") desire to address the housing needs of their respective residents and to promote the efficient location, design, and provision of affordable housing; and

WHEREAS, Fourth, the City is considered an eligible municipality under the SHIP Act entitling the City to receive its own allocation of SHIP Program funds; however, the City desires for the County to receive the City's allocation of SHIP Program funding and administer the SHIP Program funds in accordance with Sections 420.907-420.9079, Florida Statutes and Chapter 67-37. Florida Administrative Code; and

WHEREAS, Fifth, the City and the County believe that the establishment and implementation of a joint local housing assistance program is a more efficient use of resources; and

WHEREAS, Sixth, on April 18, 2016, the City Commission adopted Resolution No. 2016-47 approving the Interlocal Agreement between Broward County and the City of Weston for preparation, implementation, and administration by Broward County of the City of Weston's State Housing Initiatives Partnership (SHIP) Program for the State of Florida's Fiscal Years 2016-2017, 2017-2018, and 2018-2019, with the three-year period ending on June 30, 2019, as provided for in Article 6.1 Termination; and

WHEREAS, Seventh, on March 4, 2019, the City Commission adopted Resolution No. 2019-23 entering into the Interlocal Agreement outlining the administration of the SHIP Program for the State of Florida's Fiscal Years 2019-2020, 2020-2021, and 2021-2022 (the "Interlocal Agreement"), with the three-year period ending on June 30, 2022, as provided for in Article 5.1 Termination, and accepting the Broward County Affordable Housing Advisory Committee Incentive Strategies Report (the "AHAC Report") dated December 2017 outlining the incentives strategies, and accepting the Local Housing Assistance Plan (LHAP); and

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, ACCEPTING THE BROWARD COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE INCENTIVE STRATEGIES REPORT DATED DECEMBER 2020.

WHEREAS, Eighth, Section 420.9076, Florida Statutes governs the adoption of affordable housing strategies including the creation of a local Affordable Housing Advisory Committee (the "AHAC"); and

WHEREAS, Ninth, Section 420.9076(4), Florida Statutes directs the responsibilities, composition, and reporting requirements for the AHAC including the creation of the AHAC Report which evaluates established policies, procedures, ordinances, land development regulations and the comprehensive plan and recommend changes to promote affordable housing if necessary; and

WHEREAS, Tenth, the AHAC has released its most recent AHAC Report dated December 2020; and

WHEREAS, Eleventh, pursuant to Section 420.9076, Florida Statutes and the Interlocal Agreement, the City must accept the AHAC Report to maintain compliance with the Interlocal Agreement and maintain the City's share of the SHIP Act local housing distribution funding.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The Broward County Affordable Housing Advisory Committee Incentive Strategies Report dated December 2020, attached as Exhibit "A," which evaluates established policies, procedures, ordinances, land development regulations and the comprehensive plan and recommend changes to promote affordable housing if necessary is accepted

Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 6th day of July 2021.

_____
Margaret Brown, Mayor

ATTEST:

_____
Patricia A. Bates, City Clerk

Approved as to form and legality

Roll Call:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, ACCEPTING THE BROWARD COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE INCENTIVE STRATEGIES REPORT DATED DECEMBER 2020.

for the use of and reliance by the City of Weston only:

_____

Jamie Alan Cole, City Attorney

Commissioner Mead _____

Commissioner Eddy _____

Commissioner Molina-Macfie _____

Commissioner Jaffe _____

Mayor Brown _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, ACCEPTING THE BROWARD COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE INCENTIVE STRATEGIES REPORT DATED DECEMBER 2020.

Exhibit "A"

Affordable Housing Advisory Committee Report to Broward County Board of County Commissioners
Broward County SHIP Affordable Housing Incentive Strategies, December 8, 2020.

(See Following 5 Pages)

Affordable Housing Advisory Committee Report to Broward County Board of County Commissioners

Broward County SHIP Affordable Housing Incentive Strategies

December 8, 2020

In accordance with House Bill 1337 passed in the 2007 Legislative Session and associated changes to the Florida Administrative Code (F.A.C.) Chapter 67-37, counties and cities receiving State Housing Initiatives Partnership (SHIP) funds were required to establish an Affordable Housing Advisory Committee (AHAC) by June 30, 2008. The Broward County AHAC was established by Ordinance No. 2008-23 on June 10, 2008, Item No. 9.

The responsibilities, composition and reporting requirements for the AHAC, are outlined in Section 420.9076(2) F.S. and Chapter 67-37.010 F.A.C, as follows.

Responsibilities

These include the preparation of a local affordable housing incentive plan for local government approval and the preparation of a triennial report to the local government which evaluates established policies, procedures, ordinances, land development regulations and the comprehensive plan and recommend changes to promote affordable housing if necessary.

The initial report was required to be submitted to the local government by December 31, 2008, after which the report was transmitted to the Florida Housing Finance Corporation. The SHIP statute requires the report be submitted to the local government and the governing agency, Florida Housing Finance Corporation, every three years by December 31 thereafter. This directive was met by Broward County in December 2008, December 2011, December 2014 and December 2017.

Committee Composition

The composition of the AHAC includes 11 members representing the following disciplines: 1). The home building industry; 2). The banking or mortgage banking industry; 3). The labor industry actively engaged in home building; 4). An advocate of low-income persons; 5). A for-profit provider of affordable housing; 6). A not-for-profit provider of affordable housing; 7). A real estate professional; 8). A citizen serving on the local planning agency; 9). A resident of the jurisdiction; 10). A citizen who represents employers within the jurisdiction; and, 11). A citizen who represents essential services personnel as defined in the local housing assistance plan.

Committee Reporting Requirements

The AHAC report must address the implementation of affordable housing incentives in at least the following eleven (11) areas: 1). Processing approvals of development orders or permits; 2). Modification of impact fee requirements; 3). Density flexibility; 4). The reservation of infrastructure capacity; 5). Affordable accessory residential units; 6). Reduction of parking and setback requirements 7). Flexible lot configurations, including zero-lot-line configurations 8). Modification of street requirements; 9). A process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing; 10). A printed inventory of locally owned public lands suitable for affordable housing; and 11). Policies which

support development near transportation hubs and major employment centers and mixed-use developments.

The Committee decided to carryforward incentive strategies included in the 2017 Report to show a strong support to continue to encourage these incentive strategies which are numbers 17-02, 17-03, 17-05, 17-08, 17-09, 17-11, and 17-13. Numbers not included indicate a strategy implemented or an obsolete strategy.

A Public Hearing was held on October 19, 2020 prior to adoption of this Report

AHAC Recommendations 2017 – Additional Incentive Strategies

Strategy No.	AHAC Incentive Strategies
Continued Discussion Points	**A. Advocacy –** BOCC to fully use the AHAC to act as an advocacy group to communicate with state and local legislatures to support affordable housing through advocacy and budget. **B. Continuation of the AHAC** AHAC continues to work with HF&CRD staff to follow and monitor tax reform legislation, its impacts and potential implications on affordable housing in Broward County and advocate on behalf of Broward County affordable housing initiatives.
17-02	Other affordable housing incentives: Broward County generated Dedicated Revenue Source A new nominal flat fee paid by grantor and grantor of all real estate transactions conveyances recorded in Broward county and be deposited into a dedicated affordable housing trust fund to be administered by the County. *Sec.420.9076(4), F.S*
17-03	Other affordable housing incentives: Preserve Tax Exemption for Affordable Housing Support Legislative advances that positively supports the funding to preserve incentives/initiatives for affordable housing, such as, tax exempt multifamily housing bonds programs and other. *Sec.420.9076(4), F.S*

17-05	Other affordable housing incentives: Review State's formula for distribution of documentary stamps. Support Broward County Legislatures advocacy for a more equitable and fair formula for the calculation of the distribution of the annual SHIP funds. The Broward County Board of County Commissioners should advocate for a more appropriate and larger receipt of funds to be returned to the Broward County Affordable Housing Trust Fund based on the need of the County. *Sec.420.9076(4), F.S*
17-08	Other affordable housing incentives: The Sadowski Housing Trust Fund for the Affordable Housing Trust Fund remains dedicated for the specific Affordable Housing Trust Fund. Mandate legislative action to prohibit the raiding of the Sadowski Housing Trust Fund to allow full funding as in the original intent of the Act. *Sec.420.9076(4), F.S.*
17-09	Other affordable housing incentives: Support changes to the Florida Housing Finance Corporation rules governing the Low-Income Housing Tax Credit Program to increase Broward County's potential tax credit allocations in the State issued Request for Application. *Sec.420.9076(4), F.S.*
17-11	Other affordable housing incentives: Bonus Density. Improve the Bonus Density Program in the Broward County Land Use Plan to increase its effectiveness and generate additional affordable housing units. Note: Bonus density is currently being studied by the Broward County Planning Council. The 2017 adoption of the BrowardNext – Broward County Land Use Plan saw increased bonus densities. To date, no local government has utilized the bonus. On November 5, 2019 the County Commission initiated a re-examination of the bonus density formulas to further increase the market rate bonus. As a result, an updated amendment will be considered in 2020. *Sec.420.9076(4), F.S.*

17-13	Other affordable housing incentives: Encourage Broward County municipalities to expedite affordable housing projects through their land development regulations, (for example through zoning, bonus densities, more flexible units, further parking reductions, impact fee waivers, and expediting permit review) to further affordable housing. *Sec.420.9076(4), F.S.*

In accordance with Florida Statutes 420.9076 and Florida Administrative Code Chapter 67-37, the Broward County State Housing Initiatives Partnership (SHIP) Program Affordable Housing Advisory Committee is required to file a current review of the Broward County SHIP Affordable Housing Incentive Strategies Report (Report) with the Broward County Board of County Commissioners by December 31, 2020 prior to submittal to the Florida Housing Finance Corporation.

AGENDA ITEM SUMMARY

MEETING DATE: July 6, 2021	AGENDA ITEM NO. d

FOR:
City of Weston

TITLE:

A Resolution of the City Commission of the City of Weston, Florida, approving the Agreement among the City of Weston, Florida, Learning Excellence Foundation of West Broward County, Inc., and the Sheriff of Broward County, Florida, for a School Resource Officer for School Year 2021-2022.

SUMMARY EXPLANATION & BACKGROUND:

The City and the Learning Excellence Foundation of West Broward, Inc. (LEF), desire to continue to place a School Resource Officer (SRO) at the Imagine Charter School at Weston (Imagine Weston), and is willing to provide payment to the Sheriff for the SRO at Imagine Weston, pursuant to Section 2.06 of the Agreement.

The City and LEF desire to place an SRO at Imagine Weston for the 2021-2022 school year, pursuant to the Agreement among the City of Weston, Florida, Learning Excellence Foundation of West Broward County, Inc., and the Sheriff of Broward County, Florida, for a School Resource Officer, with a term commencing on August 18, 2021, and terminating on the last day of the 2021-2022 school year, but in no event no later than June 30, 2022.

REQUESTED ACTION:

EXHIBITS (LIST):
WESTON#75842-v1Draft resolution for 2021-2022 SRO agreement.DOC
WESTON#72067-v3Imagine Schools SRO Agreement.DOCX

PREPARED BY:	PETITIONER/REPRESENTATIVE:
Jamie Alan Cole, City Attorney	Not Applicable
RECOMMENDED FOR CONSIDERATION BY: Donald P. Decker, City Manager/CEO, Darrel L. Thomas, Assistant City Manager/CFO, Jamie Alan Cole, City Attorney	**FUNDING SOURCE:** Not Applicable

VOTING REQUIRED FOR PASSAGE:
Majority

COMMISSION ACTION:

	M	2	Y	N	Approved as presented	
Commissioner Molina-Macfie					Approved as amended	
Commissioner Jaffe					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Brown					Deferred to	
Mayor Stermer					To deny	

CITY OF WESTON, FLORIDA
RESOLUTION NO. 2021-__

A RESOLUTION OF THE CITY COMMISSION OF CITY OF WESTON, FLORIDA, APPROVING THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, LEARNING EXCELLENCE FOUNDATION OF WEST BROWARD COUNTY, INC., AND THE SHERIFF OF BROWARD COUNTY, FLORIDA, FOR A SCHOOL RESOURCE OFFICER FOR SCHOOL YEAR 2021-2022.

WHEREAS, First, the City of Weston (the "City") contracts with the Sheriff of Broward County ("Sheriff") for police services in the City; and

WHEREAS, Second, the School Board of Broward County ("SBBC") has established a School Resource Officer Program (the "SRO Program") pursuant to applicable law; and

WHEREAS, Third, the City contracts with the Sheriff for the placement and partial funding of School Resource Officers (SROs), and the City and the SBBC fund an SRO at each of the SBBC schools located within the City; and

WHEREAS, Fourth, the Learning Excellence Foundation of West Broward County, Inc., ("LEF") has been granted a Charter from the SBBC for, and owns and operates, the Imagine Charter School at Weston ("Imagine Weston") in the City; and

WHEREAS, Fifth, Imagine Weston has a student population of approximately 980 students; and

WHEREAS, Sixth, on July 30, 2018, the City, LEF, and the Sheriff entered into an agreement for the placement of one (1) SRO at the Imagine Weston Campus, with a term commencing on August 15, 2018 and terminating on the last day of the 2018-2019 school year, but in no event no later than June 30, 2019; and

WHEREAS, Seventh, on July 18, 2019, the City, LEF and the Sheriff entered into an agreement for the placement of one (1) SRO at the Imagine Weston Campus, with a term commencing on August 14, 2019 and terminating on the last day of the 2019-2020 school year, but in no event no later than June 30, 2020; and

WHEREAS, Eighth, on July 6, 2020, the City, LEF and the Sheriff entered into an agreement for the placement of one (1) SRO at the Imagine Weston campus, with a term commencing on August 19, 2020 and terminating on the last day of the 2020-2021 school year, but in no event no later than June 18, 2021; and

WHEREAS, Ninth, pursuant to Chapter 2018-3, Law of Florida (2018), LEF desires to continue to have one (1) SRO placed at Imagine Weston; and

WHEREAS, Tenth, the SBBC does not place or fund SROs at Charter schools, and the SBBC is not a party to this Agreement; and

WHEREAS, Eleventh, the City desires to continue to facilitate the placement of one (1) SRO at Imagine Weston, and is willing to provide payment to the Sheriff for the SRO at Imagine Weston, pursuant to Section 2.06 of this Agreement; and

WHEREAS, Twelfth, the City and LEF desire to place an SRO at Imagine Weston for the 2021-2022 school year, pursuant to the Agreement among the City of Weston, Florida, Learning Excellence Foundation of West Broward County, Inc., and the Sheriff of Broward County, Florida, for a School Resource Officer, with a term commencing on August 18, 2021, and terminating on the last day of the 2021-2022 school year, but in no event no later than June 30, 2022; and

WHEREAS, Thirteenth, the City Commission finds that it is the best interest of the City to enter into the Agreement.

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference.

Section 2: The Agreement among the City of Weston, Florida, Learning Excellence Foundation of West Broward County, Inc., and the Sheriff of Broward County, Florida, for a School Resource Officer is approved in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

A RESOLUTION OF THE CITY COMMISSION OF CITY OF WESTON, FLORIDA, APPROVING THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, LEARNING EXCELLENCE FOUNDATION OF WEST BROWARD COUNTY, INC., AND THE SHERIFF OF BROWARD COUNTY, FLORIDA, FOR A SCHOOL RESOURCE OFFICER FOR SCHOOL YEAR 2021-2022.

ADOPTED by the City Commission of the City of Weston, Florida, this 6th day of July 2021.

_____
Margaret Brown, Mayor

ATTEST:

_____
Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

_____
Jamie Alan Cole, City Attorney

Roll Call:
Commissioner Mead _____
Commissioner Eddy _____
Commissioner Molina-Macfie _____
Commissioner Jaffe _____
Mayor Brown _____

A RESOLUTION OF THE CITY COMMISSION OF CITY OF WESTON, FLORIDA, APPROVING THE AGREEMENT AMONG THE CITY OF WESTON, FLORIDA, LEARNING EXCELLENCE FOUNDATION OF WEST BROWARD COUNTY, INC., AND THE SHERIFF OF BROWARD COUNTY, FLORIDA, FOR A SCHOOL RESOURCE OFFICER FOR SCHOOL YEAR 2021-2022.

Exhibit "A"

Agreement among the City of Weston, Florida, Learning Excellence Foundation of Weston Broward County, Inc., and the Sheriff of Broward County, Florida, for School Resource Officer for the 2021-2022 School Year.

(See 13 pages attached)

AGREEMENT

AMONG

THE CITY OF WESTON, FLORIDA,

LEARNING EXCELLENCE FOUNDATION OF WEST BROWARD COUNTY, INC.

AND

THE SHERIFF OF BROWARD COUNTY, FLORIDA

FOR

SCHOOL RESOURCE OFFICER

FOR THE 2021 – 2022 SCHOOL YEAR

This Agreement is made and entered into this ____ day of _____, 2021, among the City of Weston, Florida (the "City"), Learning Excellence Foundation of West Broward County, Inc. ("LEF") and the Sheriff of Broward County, Florida (the "Sheriff") for School Resource Officer (collectively the "parties").

WITNESSETH

WHEREAS, the School Board of Broward County (the "SBBC") has established a School Resource Officer Program (the "SRO Program") pursuant to applicable law; and

WHEREAS, the School Resource Officer Agreement between the School Board of Broward County, Florida and Sheriff of Broward County, Florida (the "SBBC/Sheriff Agreement") provides for placement and partial funding of the Sheriff's School Resource Officers ("SROs") at SBBC schools located in the City of Weston (the "City"); and

WHEREAS, the City has entered into the Agreement between the City of Weston, Florida, Indian Trace Development District, Bonaventure Development District and the Sheriff of Broward County, Florida for Police Services (the "City/Sheriff Agreement") in the City; and

WHEREAS, the City/Sheriff Agreement provides for the placement and partial funding of SROs in SBBC schools located in the City; and

WHEREAS, LEF owns and operates Imagine Charter School at Weston located at 2500 Glades Circle, Weston, FL ("Imagine Weston"); and

WHEREAS, LEF has been granted a Charter by the SBBC; and

WHEREAS, Imagine Weston has a student population of approximately 980; and

WHEREAS, the SBBC does not place or fund SROs at charter schools; and

WHEREAS, on July 30, 2018, the City, LEF and the Sheriff entered into an agreement for the placement of one (1) SRO at the Imagine Weston campus, with a term commencing on August 15, 2018 and terminating on the last day of the 2018-2019 school year, but in no event no later than June 30, 2019; and

WHEREAS, on July 1, 2019, the City, LEF and the Sheriff entered into an agreement for the placement of one (1) SRO at the Imagine Weston campus, with a term commencing on August 14, 2019 and terminating on the last day of the 2019-2020 school year, but in no event no later than June 30, 2020; and

WHEREAS, on July 6, 2020, the City, LEF and the Sheriff entered into an agreement for the placement of one (1) SRO at the Imagine Weston campus, with a term commencing on August 19, 2020 and terminating on the last day of the 2020-2021 school year, but in no event no later than June 18, 2021; and

WHEREAS, pursuant to Ch. 2018-3, Laws of Florida (2018), LEF desires to continue to have one (1) SRO placed at the Imagine Weston campus;

WHEREAS, the City desires to continue to facilitate the placement of one (1) SRO at the Imagine Weston campus; and

WHEREAS, the parties desire to enter into a new Agreement among the City, LEF and the Sheriff for School Resource Officer (the "Agreement").

WHEREAS, the City is willing to provide payment to Sheriff for the SRO at Imagine Weston, pursuant to Section 2.06 of this Agreement, which is the City's only responsibility under this Agreement; and

WHEREAS, SBBC is not a party to this Agreement; and

WHEREAS, the parties desire to enter into the Agreement among the City, LEF and the Sheriff for School Resource Officer (the "Agreement").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1 – RECITALS

1.01 Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

SECTION 2 - SPECIAL CONDITIONS

2.01 Term. The term of this Agreement shall commence on August 18, 2021 and terminate on the last day of the 2021-2022 school year, but in no event no later than June 30, 2022.

2.02 Termination. This Agreement may be cancelled with or without cause by any party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

2.03 Assignment of SROs.The Sheriff shall assign one SRO to Imagine Weston. The standards by which the Sheriff provides SROs to the City are set by SBBC/Sheriff Agreement and the Sheriff's Standard Operating Procedures, applicable SBBC policies and Florida law.

The Sheriff shall notify the principal of Imagine Weston the name of the law enforcement officer assigned to provide SRO services at Imagine Weston.

The Sheriff may change the law enforcement officer assigned to participate as an SRO at any time during the term of this Agreement. The principal of Imagine Weston may provide input and feedback to the Sheriff regarding the SRO assigned.

Unless precluded by law enforcement requirements or emergency circumstances, the Sheriff shall at all times maintain the SRO on duty during regular school hours in which the students are required to be in attendance

The SRO assigned to Imagine Weston shall attend any required SRO training programs and fully comply with the training requirements of Section 1006.12, Florida Statutes.

Whenever possible the Sheriff shall assign a replacement law enforcement officer, on a temporary basis, if the Weston District Chief approves the absence of the assigned SRO for a period of absence more than two (2) days. The Sheriff shall advise the principal of Imagine Weston the name of any replacement SRO assigned to provide services under this Agreement.

The SRO assigned to Imagine Weston shall not accompany Imagine Weston students on field trips.

The SRO assigned to Imagine Weston is on duty during Regular school hours which contemplate seven and one half (7 ½) consecutive hours per day beginning fifteen (15) minutes before and ending fifteen (15) minutes after the posted school bell schedule whether or not students are engaged in distance learning.

2.04 Duties of the SRO. An SRO shall not function as a school disciplinarian or security officer and shall not intervene in the normal disciplinary actions of Imagine Weston. The SRO shall perform duties including, without limitation, the following:

a) the performance of law enforcement functions within the school setting;

b) the identification and prevention of juvenile delinquency (including substance abuse) through counseling and referral services;

c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;

d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;

e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;

f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and

g) the provision of assistance to the City in protecting and securing the school plant and its occupants; and

h) SROs shall participate as a Behavioral Threat Assessment ("BTA") Team Member at a behavioral threat assessment meeting located at the School. As a Behavioral Threat Assessment Team Member, the SRO may assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond. SRO's will also, along with other BTA team members, have access to SBBC's Psychological Services Department.

2.05 Student Instruction. LEF shall at all times maintain control over the content of any SRO Program educational programs and instructional materials provided at Imagine Weston. The SRO will provide instructional activities to the students at Imagine Weston in areas of instruction within the SRO's experience, education and training. Any activities conducted by the SRO as a part of the regular instructional program shall be provided upon prior consultation with the principal of Imagine Weston.

2.06 Payment for SRO Program Services. The City, under its City/Sheriff Agreement, shall pay for one (1) SRO for the SRO Program services covered under the term of this Agreement. LEF shall reimburse the City the sum of Sixty Thousand and 00/100 Cents ($60,000.00) upon execution for the SRO. This sum represents the amount paid by the SBBC to the Sheriff under the SBBC/Sheriff Agreement for one (1) SRO for the 2021-2022 school year.

If the SBBC increases the amount paid to the Sheriff under the SBBC/Sheriff Agreement for one (1) SRO for the 2021-2022 school year, LEF shall pay the difference of that increased amount to the City within thirty (30) days of being so notified by the City.

If LEF cancels this Agreement, LEF shall not be entitled any refund, either in whole or in part, of the amount LEF paid to the City under this Agreement.

If the City cancels this Agreement, the City shall refund to LEF the pro rata amount remaining for the balance of the Agreement.

2.07 Notice. When either of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, or express delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving notice:

To the City: Donald P. Decker
City Manager/CEO
City of Weston
17200 Royal Palm Boulevard
Weston, FL 33326

With Copy to: Jamie Alan Cole, Esq.
Weiss Serota Helfman Cole & Bierman, PL
200 East Broward Boulevard
Suite 1900
Fort Lauderdale, FL 33301

To LEF: Priscilla Prado Stroze, President
Imagine Charter School of Weston, Inc.
2500 Glades Road
Weston, FL 33325

With Copy to: Julie F. Klahr, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, FL 33308

To Sheriff: Sheriff Gregory Tony
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

With Copy to: Terrence O. Lynch, Esq.
Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312

2.08 Indemnification and Hold Harmless. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance obligations under this Agreement and shall be fully binding until such time as a proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

Section 15, Indemnification, of the City/Sheriff Agreement shall apply and continue in full force and effect.

2.09 Law Enforcement Gun Safes/Lockers.

1) BSO may, at its sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at the School.

2) BSO, at its sole discretion, may store any weapons in such gun safes or gun lockers as BSO deems appropriate for the performance of its law enforcement duties;

3) BSO shall provide to LEF a letter from BSO's Risk Manager indicating that BSO is a self-insured municipal corporation, in accordance with Section 768.28, Florida Statutes;

4) LEF/BSO will ensure that the location selected for any gun safe or gun locker will be able to structurally support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons. BSO will coordinate the location and placement of any gun safe or gun locker with School officials so such items may be incorporated within the School's security plan,; and

5) If at the conclusion of this Agreement, either party determines that they will not enter into an Agreement for the following school year, BSO will remove such gun safes, gun lockers, and their contents and restore the premises to the original condition within ninety (90) calendar days from the notification of the party's intent to not enter into said Agreement or by the end of the term of this Agreement, whichever occurs last.

SECTION 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity.Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought because of this Agreement is barred by any statutes of limitations.

3.02 No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by any party to be sued by third parties in any manner arising out of any content.

3.03 Independent Contractor. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of on another. Neither party nor its respective agents, employees, subcontractors or assignees shall represent to others that is has the authority to bind the other party unless specifically authorized in writing to do so.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Default. The parties agree that if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 2.02.

3.06 Annual Appropriation. The performance and obligations of the parties under this Agreement shall be contingent upon an annual appropriation by the City Commission, as to the City, Broward County Commission, as to the Sheriff and as to LEF, the Florida Legislature. If the City does not allocate funds for the payment of services or products to

be provided under this Agreement, this Agreement may be terminated by the City at the end of the period for which funds have been allocated. The terminating party shall notify the other party at the earliest possible time before such termination. In the event of such termination, the City shall refund to LEF a pro rata portion of the amount paid to the City by LEF equal to the balance of time that would have remained on this Agreement. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.07 Student Records. Notwithstanding any provision to the contrary within this Agreement, the parties under this agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding confidentiality of student information and records.

3.08 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.09 Place of Performance. All obligations of the City under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.10 Applicable Law and Venue; Attorney's Fees and Costs. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.

3.11 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.12 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this agreement.

3.14 Captions. The captions, section designations, section numbers, article numbers, titles and heading appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.15 Severability. In the event that any one or more of the sections, paragraphs, sentences, titles, clauses or provisions contained in this agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.16 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.17 Amendments. No modification, amendment, or alteration in the terms or conditions herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.18 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.19 Force Majeure. None of the parties shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed a Force Majeure.

3.20 Survival. All representations and warranties made herein regarding indemnification obligations, obligations to reimburse Imagine, obligations to maintain and allow inspection of records, obligations to maintain the confidentiality of records, and reporting requirements shall survive the termination of this Agreement pursuant to applicable law.

3.21 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by City Commission Action on ____ day of _____ 2021; Learning Excellence Foundation of West Broward County, Inc., authorized to execute same through its President and Sheriff of Broward County, Florida, authorized to execute same through its Sheriff.

CITY OF WESTON, through its
City Commission

By: _____
Margaret Brown, Mayor

ATTEST: ____ day of _____, 2021

_____
Patricia A. Bates, MMC, City Clerk

By: _____
Donald P. Decker, City Manager/CEO

____ day of _____, 2021

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

_____
Jamie Alan Cole, City Attorney

____ day of _____, 2021 (CITY SEAL)

LEARNING EXCELLENCE FOUNDATION
OF WEST BROWARD COUNTY, INC

By: _____
Priscilla Prado Stroze, President

____ day of _____, 2021

WITNESSES:

_____
Signature

_____ (CORPORATE SEAL)
Printed Name

_____
Signature

_____
Printed Name

SHERIFF OF BROWARD COUNTY, FLORIDA

By: _____
Gregory Tony, Sheriff

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____
Terrence O. Lynch, General Counsel

____ day of _____, 2021

AGENDA ITEM SUMMARY

MEETING DATE: July 6, 2021	AGENDA ITEM NO. e

FOR:
City of Weston

TITLE:

A Resolution of the City Commission of the City of Weston, Florida, approving the First Amendment to the Agreement between the City of Weston and Juniper Landscaping of Florida, LLC, F/K/A Greensource Landscape and Sports Turf, Inc., for Parks Maintenance Services, RFP No. 2019-13, Parks Group A: Regional Park and Heron Park.

SUMMARY EXPLANATION & BACKGROUND:

The City of Weston owns, operates and maintains the parks which require labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform complete maintenance and operations of the parks.

On May 29, 2020, the CITY entered into an Agreement for Parks Maintenance Services, RFP No. 2019-13, Parks Group A: Regional Park and Heron Park with Greensource Landscape and Sports Turf, Inc.

On June 15, 2020, the City Commission adopted Resolution No. 2020-62 approving the consent to the assignment and assumption of the Agreement between the City of Weston, Florida, and Greensource Landscape and Sports Turf, Inc. to Juniper Landscaping of Florida, LLC.

While Section 4.15 of the Agreement included a blanket reference to Title 2 Part 200 of the Code of Federal Regulations (2 CFR 200), there are certain provisions within 2 CFR 200 and other Federal Emergency Management Agency (FEMA) recommendations that are required to be included verbatim in the Agreement in accordance with the Public Assistance Program and Policy Guide.

The City desires to amend the Agreement to include such provisions based on federal mandates and FEMA recommendations in accordance with PAPPG for the reimbursement of expenses on federally declared emergencies and major disasters.

REQUESTED ACTION:

EXHIBITS (LIST):
WESTON#75925-v2Reso 2021-XX Amend_ 1 RFP 2019-13-A.DOCX
WESTON#75927-v2Amend_ No_ 1 RFP 2019-13-A Juniper.DOC

PREPARED BY:	PETITIONER/REPRESENTATIVE:
Karl C. Thompson, P.E., Assistant City Manager/COO	Not Applicable

RECOMMENDED FOR CONSIDERATION BY:	**FUNDING SOURCE:**
Donald P. Decker, City Manager/CEO, Karl C. Thompson, P.E., Assistant City Manager/COO, Jamie Alan Cole, City Attorney	Fiscal Year 2021 Budget, General Fund - Parks and Recreation

VOTING REQUIRED FOR PASSAGE:
Majority

COMMISSION ACTION:

	M	2	Y	N	Approved as presented	
Commissioner Molina-Macfie					Approved as amended	
Commissioner Jaffe					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Brown					Deferred to	
Mayor Stermer					To deny	

CITY OF WESTON, FLORIDA
RESOLUTION NO. 2021-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF WESTON AND JUNIPER LANDSCAPING OF FLORIDA, LLC, F/K/A GREENSOURCE LANDSCAPE AND SPORTS TURF, INC., FOR PARKS MAINTENANCE SERVICES, RFP NO. 2019-13, PARKS GROUP A: REGIONAL PARK AND HERON PARK.

WHEREAS, First, the City of Weston (the "CITY") owns, operates and maintains the parks which require labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform maintenance and operations of the parks; and

WHEREAS, Second, funding is appropriated within the Fiscal Year 2021 Budget, General Fund -Parks and Recreation; and

WHEREAS, Third, on March 16, 2020, the City Commission adopted Resolution No. 2020-25, accepting and ratifying the ranking of the firms under RFP No. 2019-13 for Parks Maintenance Services, Parks Group A: Regional Park and Heron Park and awarding and approving an agreement with Greensource Landscape and Sports Turf, Inc.; and

WHEREAS, Fourth, on May 29, 2020, the CITY entered into an Agreement for Parks Maintenance Services, RFP No. 2019-13, Parks Group A: Regional Park and Heron Park with Greensource Landscape and Sports Turf, Inc. (the "Agreement"); and

WHEREAS, Fifth, on June 15, 2020, the City Commission adopted Resolution No. 2020-62 approving the consent to the assignment and assumption of the Agreement between the City of Weston, Florida, and Greensource Landscape and Sports Turf, Inc. to Juniper Landscaping of Florida, LLC; and

WHEREAS, Sixth, while Section 4.15 of the Agreement included a blanket reference to Title 2 Part 200 of the Code of Federal Regulations (2 CFR 200), there are certain provisions within 2 CFR 200 and other Federal Emergency Management Agency (FEMA) recommendations that are required to be included verbatim in the Agreement in accordance with the Public Assistance Program and Policy Guide (the "PAPPG"); and

WHEREAS, Seventh, the CITY desires to amend the Agreement to include such provisions based on federal mandates and FEMA recommendations in accordance with PAPPG for the reimbursement of expenses on federally declared emergencies and major disasters; and

WHEREAS, Eighth, the parties desire to amend Section 4, Standards of Contractor, of the Agreement to include the federally mandated provisions and FEMA recommendations in paragraphs 4.16 through 4.29.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF WESTON AND JUNIPER LANDSCAPING OF FLORIDA, LLC, F/K/A GREENSOURCE LANDSCAPE AND SPORTS TURF, INC., FOR PARKS MAINTENANCE SERVICES, RFP NO. 2019-13, PARKS GROUP A: REGIONAL PARK AND HERON PARK.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The First Amendment to the Agreement for Parks Group A: Regional Park and Heron Park with Juniper Landscaping of Florida, LLC f/k/a Greensource Landscape and Sports Turf, Inc. is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3: The appropriate CITY officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 6th day of July 2021.

_____
Margaret Brown, Mayor

ATTEST:

_____
Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

_____
Jamie Alan Cole, City Attorney

Roll Call:
Commissioner Mead _____
Commissioner Eddy _____
Commissioner Molina-Macfie _____
Commissioner Jaffe _____
Mayor Brown _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF WESTON AND JUNIPER LANDSCAPING OF FLORIDA, LLC, F/K/A GREENSOURCE LANDSCAPE AND SPORTS TURF, INC., FOR PARKS MAINTENANCE SERVICES, RFP NO. 2019-13, PARKS GROUP A: REGIONAL PARK AND HERON PARK.

Exhibit "A"

First Amendment To The Agreement
Between
City Of Weston
And
Juniper Landscaping Of Florida, LLC
F/K/A Greensource Landscape And Sports Turf, Inc.
For
Parks Maintenance Services, RFP No. 2019-13,
Parks Group A: Regional Park And Heron Park

(See Following 12 Pages)

FIRST AMENDMENT TO THE AGREEMENT

BETWEEN

CITY OF WESTON

AND

JUNIPER LANDSCAPING OF FLORIDA, LLC

F/K/A GREENSOURCE LANDSCAPE AND SPORTS TURF, INC.

FOR

PARKS MAINTENANCE SERVICES, RFP NO. 2019-13,

PARKS GROUP A: REGIONAL PARK AND HERON PARK

This First Amendment to the Agreement is made and entered into this ____ day of _____, 2021 between the City of Weston, a Florida municipal corporation (the "CITY") and Juniper Landscaping of Florida, LLC f/k/a Greensource Landscape and Sports Turf, Inc. ("CONTRACTOR") for Parks Maintenance Services, RFP No. 2019-13, Parks Group A: Regional Park and Heron Park ("First Amendment").

WITNESSETH:

WHEREAS, First, on March 16, 2020, the City Commission adopted Resolution No. 2020-25, accepting and ratifying the ranking of the firms under RFP No. 2019-13 for Parks Maintenance Services - Parks Group A: Regional Park and Heron Park and awarding and approving an agreement with Greensource Landscape and Sports Turf, Inc.; and

WHEREAS, Second, on May 29, 2020, the CITY entered into an Agreement for Parks Maintenance Services, RFP No. 2019-13, Parks Group A: Regional Park and Heron Park with Greensource Landscape and Sports Turf, Inc. (the "Agreement"); and

WHEREAS, Third, on June 15, 2020, the City Commission adopted Resolution No. 2020-62 approving the consent to the assignment and assumption of the Agreement between the City of Weston, Florida, and Greensource Landscape and Sports Turf, Inc., to Juniper Landscaping of Florida, LLC; and

WHEREAS, Fourth, while Section 4.15 of the Agreement included a blanket reference to Title 2 Part 200 of the Code of Federal Regulations (2 CFR 200), there are certain provisions

within 2 CFR 200 and other Federal Emergency Management Agency (FEMA) recommendations that are required to be included verbatim in the Agreement in accordance with the Public Assistance Program and Policy Guide (the "PAPPG"); and

WHEREAS, Fifth, the CITY desires to amend the Agreement to include such provisions based on federal mandates and FEMA recommendations in accordance with PAPPG for the reimbursement of expenses on federally declared emergencies and major disasters; and

WHEREAS, Sixth, the parties desire to amend Section 4, Standards of Contractor, of the Agreement to include the federally mandated provisions and FEMA recommendations in paragraphs 4.16 through 4.29.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. The above recitals are true and correct and are incorporated herein as set forth in full hereunder.

2. Section 4, Standards of Contractor shall be amended to read as follows:

* * *

4.16 Section 4.15 through 4.29 details the federally required and FEMA recommended provisions applicable to Public Assistance (PA), that CONTRACTOR shall comply with as the CITY (Applicant/Non-Federal Entity) plans to use Federal financial assistance awarded by FEMA to pay or reimburse equipment expenses or services under this agreement (contract). This agreement (contract) must contain the applicable clauses described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards under 2 C.F.R. § 200.326. (Search "Appendix II to Part 200" at https://www.ecfr.gov/)

Appendix K: Contract Provisions of the Public Assistance Program and Policy Guide (PAPPG), outlines the federally required contract provisions in addition to FEMA recommended provisions applicable to PA Applicant contracts such as this Agreement.

In the event that a conflict arises between the Federal requirements set forth in Section 4.15 through Section 4.29 and any other provisions of this Agreement, the Federal requirements shall control and prevail.

4.17 Equal Employment Opportunity

During the performance of this contract, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

D. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous

places available to employees and applicants for employment.

E. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORs and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4.18 Compliance with the Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non-federal entity exceeding $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.16(A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.16(A) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4.17(A) of this section.

C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.16(B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be

responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4.17(A) through (D) of this section.

4.19 Clean Air Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding $150,000 under a federal grant.

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The CONTRACTOR agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.20 Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding $150,000 under a federal grant.

A. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The CONTRACTOR agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The CONTRACTOR agrees to include these requirements in each

subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.21 Suspension and Debarment

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The CONTRACTOR (bidder or proposer) agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR (bidder or proposer) further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.22 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

This requirement applies to all FEMA grant and cooperative agreement programs. CONTRACTORs that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

CONTRACTORs who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has

not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, CONTRACTOR must sign and submit with this Agreement the following certification, APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying, hereafter referred to as Exhibit F.

4.23 Procurement of Recovered Materials

This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

A. In the performance of this contract, the CONTRACTOR shall make maximum use of productscontaining recovered materials that are EPA-designated items unless the product cannot be acquired.
   1. Competitively within a timeframe providing for compliance with the contractperformance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4.24 Access to Records

The following access to records requirements applies to this contract:

A. The CONTRACTOR agrees to provide State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4.25 Changes Clause

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

4.26 DHS Seal, Logo, And Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

4.27 Compliance with Federal Law, Regulations, And Executive Orders

The CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.28 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

4.29 Program Fraud and False or Fraudulent Statements or Related Acts

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

* * *

3. Except as herein amended, all other provisions of the Agreement shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF WESTON AND JUNIPER LANDSCAPING OF FLORIDA, LLC, F/K/A GREENSOURCE LANDSCAPE AND SPORTS TURF, INC., FOR PARKS MAINTENANCE SERVICES, RFP NO. 2019-13, PARKS GROUP A: REGIONAL PARK AND HERON PARK.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the __ day of _____ 2021.

CITY OF WESTON, through its
City Commission

By: _____
Margaret Brown, Mayor

_____ day of _____, 2021

ATTEST:

_____
Patricia A. Bates, MMC, City Clerk

By: _____
Donald P. Decker, City Manager/CEO

_____ day of _____, 2021

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 2021

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF WESTON AND JUNIPER LANDSCAPING OF FLORIDA, LLC, F/K/A GREENSOURCE LANDSCAPE AND SPORTS TURF, INC., FOR PARKS MAINTENANCE SERVICES, RFP NO. 2019-13, PARKS GROUP A: REGIONAL PARK AND HERON PARK.

CONTRACTOR: JUNIPER LANDSCAPING OF FLORIDA, LLC

By: _____
M. Brandon Duke, President

_____ day of _____, 2021

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

AGENDA ITEM SUMMARY

MEETING DATE: July 6, 2021	AGENDA ITEM NO. f

FOR:
City of Weston

TITLE:
A Resolution of the City Commission of the City of Weston, Florida, approving the First Amendment to the Agreement between the City of Weston and 100% Landscaping Co., Inc. for Parks Maintenance Services, RFP No. 2019-13, Parks Group D: Gator Run, Peace Mound Park, Emerald Estates Park, Tennis Center, Bonaventure Park and Country Isles Park.

SUMMARY EXPLANATION & BACKGROUND:

The City of Weston owns, operates and maintains the parks which require labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform complete maintenance and operations of the parks.

On March 16, 2020, the City Commission adopted Resolution No. 2020-27, accepting and ratifying the ranking of the firms under RFP No. 2019-13 for Parks Maintenance Services - Parks Group C: Vista Park, Cypress Bay High School Athletic Fields, Library Park and Windmill Ranch Park and awarding and approving an agreement with Brightview Landscape Services, Inc.

On April 20, 2020, the CITY entered into an Agreement for Parks Maintenance Services, RFP No. 2019-13 - Parks Group D: Gator Run Park, Peace Mound Park, Emerald Estates Park, Tennis Center, Bonaventure Park and Country Isles Park with 100% Landscaping Co., Inc.

While Section 4.15 of the Agreement included a blanket reference to Title 2 Part 200 of the Code of Federal Regulations (2 CFR 200), there are certain provisions within 2 CFR 200 and other Federal Emergency Management Agency (FEMA) recommendations that are required to be included verbatim in the Agreement in accordance with the Public Assistance Program and Policy Guide.

The City desires to amend the Agreement to include such provisions based on federal mandates and FEMA recommendations in accordance with PAPPG for the reimbursement of expenses on federally declared emergencies and major disasters.

REQUESTED ACTION:

EXHIBITS (LIST):
WESTON#75962-v1Reso_ 2021-XX Amend_ 1 RFP NO_ 2021-13-D 100%.DOCX
WESTON#75950-v1Amend_ No_ 1 RFP 2019-13-D 100%.DOC

PREPARED BY:	PETITIONER/REPRESENTATIVE:
Karl C. Thompson, P.E., Assistant City Manager/COO	Not Applicable

RECOMMENDED FOR CONSIDERATION BY:	**FUNDING SOURCE:**
Donald P. Decker, City Manager/CEO, Karl C. Thompson, P.E., Assistant City Manager/COO, Jamie Alan Cole, City Attorney	Fiscal Year 2021 Budget, General Fund - Parks and Recreation

VOTING REQUIRED FOR PASSAGE:
Majority

COMMISSION ACTION:

	M	2	Y	N	Approved as presented	
Commissioner Molina-Macfie					Approved as amended	
Commissioner Jaffe					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Brown					Deferred to	
Mayor Stermer					To deny	

CITY OF WESTON, FLORIDA
RESOLUTION NO. 2021-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF WESTON AND 100% LANDSCAPING CO., INC. FOR PARKS MAINTENANCE SERVICES, RFP NO. 2019-13, PARKS GROUP D: GATOR RUN PARK, PEACE MOUND PARK, EMERALD ESTATES PARK, TENNIS CENTER, BONAVENTURE PARK AND COUNTRY ISLES PARK.

WHEREAS, First, the City of Weston (the "CITY") owns, operates and maintains the parks which require labor, supervision, equipment, supplies, tools, materials, and all other necessary incidentals to perform complete maintenance and operations of the parks; and

WHEREAS, Second, funding is appropriated within the Fiscal Year 2021 Budget, General Fund -Parks and Recreation; and

WHEREAS, Third, on March 16, 2020, the City Commission adopted Resolution No. 2020-28, accepting and ratifying the ranking of the firms under RFP No. 2019-13 for Parks Maintenance Services - Parks Group D: Gator Run Park, Peace Mound Park, Emerald Estates Park, Tennis Center, Bonaventure Park and Country Isles Park and awarding and approving an agreement with 100% Landscaping Co., Inc.; and

WHEREAS, Fourth, on April 20, 2020, the CITY entered into an Agreement for Parks Maintenance Services, RFP No. 2019-13 - Parks Group D: Gator Run Park, Peace Mound Park, Emerald Estates Park, Tennis Center, Bonaventure Park and Country Isles Park with 100% Landscaping Co., Inc. (the "Agreement"); and

WHEREAS, Fifth, while Section 4.15 of the Agreement included a blanket reference to Title 2 Part 200 of the Code of Federal Regulations (2 CFR 200), there are certain provisions within 2 CFR 200 and other Federal Emergency Management Agency (FEMA) recommendations that are required to be included verbatim in the Agreement in accordance with the Public Assistance Program and Policy Guide (the "PAPPG"); and

WHEREAS, Sixth, the CITY desires to amend the Agreement to include such provisions based on federal mandates and FEMA recommendations in accordance with PAPPG for the reimbursement of expenses on federally declared emergencies and major disasters; and

WHEREAS, Seventh, the parties desire to amend Section 4, Standards of Contractor, of the Agreement to include the federally mandated provisions and FEMA recommendations in paragraphs 4.16 through 4.29.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF WESTON AND 100% LANDSCAPING CO., INC. FOR PARKS MAINTENANCE SERVICES, RFP NO. 2019-13, PARKS GROUP D: GATOR RUN PARK, PEACE MOUND PARK, EMERALD ESTATES PARK, TENNIS CENTER, BONAVENTURE PARK AND COUNTRY ISLES PARK.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2: The First Amendment to the Agreement for Parks Maintenance Services - Parks Group D: Gator Run Park, Peace Mound Park, Emerald Estates Park, Tennis Center, Bonaventure Park and Country Isles Park with 100% Landscaping Co., Inc., is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3: The appropriate CITY officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 4: This Resolution shall take effect upon its adoption.

ADOPTED by the City Commission of the City of Weston, Florida, this 6th day of July 2021.

_____
Margaret Brown, Mayor

ATTEST:

_____
Patricia A. Bates, City Clerk

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

_____
Jamie Alan Cole, City Attorney

Roll Call:
Commissioner Mead _____
Commissioner Eddy _____
Commissioner Molina-Macfie _____
Commissioner Jaffe _____
Mayor Brown _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, APPROVING THE AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF WESTON AND 100% LANDSCAPING CO., INC. FOR PARKS MAINTENANCE SERVICES, RFP NO. 2019-13, PARKS GROUP D: GATOR RUN PARK, PEACE MOUND PARK, EMERALD ESTATES PARK, TENNIS CENTER, BONAVENTURE PARK AND COUNTRY ISLES PARK.

Exhibit "A"

First Amendment To The Agreement
Between
City Of Weston
And
100% Landscaping Co., Inc.
For
Parks Maintenance Services, RFP No. 2019-13,
Parks Group D: Gator Run Park, Peace Mound Park, Emerald Estates Park, Tennis Center, Bonaventure Park And Country Isles Park

(See Following 12 Pages)

FIRST AMENDMENT TO THE AGREEMENT

BETWEEN

CITY OF WESTON

AND

100% LANDSCAPING CO., INC.

FOR

PARKS MAINTENANCE SERVICES, RFP NO. 2019-13,

PARKS GROUP D: GATOR RUN PARK, PEACE MOUND PARK, EMERALD ESTATES PARK, TENNIS CENTER, BONAVENTURE PARK AND COUNTRY ISLES PARK

This First Amendment to the Agreement is made and entered into this ____ day of _____, 2021 between the City of Weston, a Florida municipal corporation (the "CITY") and 100% Landscaping Co., Inc. ("CONTRACTOR") for Parks Group D: Gator Run Park, Peace Mound Park, Emerald Estates Park, Tennis Center, Bonaventure Park and Country Isles Park ("First Amendment").

WITNESSETH:

WHEREAS, First, on March 16, 2020, the City Commission adopted Resolution No. 2020-28, accepting and ratifying the ranking of the firms under RFP No. 2019-13 for Parks Maintenance Services - Parks Group D: Gator Run Park, Peace Mound Park, Emerald Estates Park, Tennis Center, Bonaventure Park and Country Isles Park and awarding and approving an agreement with 100% Landscaping Co., Inc.; and

WHEREAS, Second, on April 20, 2020, the CITY entered into an Agreement for Parks Maintenance Services, RFP No. 2019-13 - Parks Group D: Gator Run Park, Peace Mound Park, Emerald Estates Park, Tennis Center, Bonaventure Park and Country Isles Park with 100% Landscaping Co., Inc. (the "Agreement"); and

WHEREAS, Third, while Section 4.15 of the Agreement included a blanket reference to Title 2 Part 200 of the Code of Federal Regulations (2 CFR 200), there are certain provisions within 2 CFR 200 and other Federal Emergency Management Agency (FEMA) recommendations that are required to be included verbatim in the Agreement in accordance with the Public Assistance Program and Policy Guide (the "PAPPG"); and

WHEREAS, Fourth, the CITY desires to amend the Agreement to include such provisions based on federal mandates and FEMA recommendations in accordance with PAPPG for the reimbursement of expenses on federally declared emergencies and major disasters; and

WHEREAS, Fifth, the parties desire to amend Section 4, Standards of Contractor, of the Agreement to include the federally mandated provisions and FEMA recommendations in paragraphs 4.16 through 4.29.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. The above recitals are true and correct and are incorporated herein as set forth in full hereunder.

2. Section 4, Standards of Contractor shall be amended to read as follows:

* * *

4.16 Section 4.15 through 4.29 details the federally required and FEMA recommended provisions applicable to Public Assistance (PA), that CONTRACTOR shall comply with as the CITY (Applicant/Non-Federal Entity) plans to use Federal financial assistance awarded by FEMA to pay or reimburse equipment expenses or services under this agreement (contract). This agreement (contract) must contain the applicable clauses described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards under 2 C.F.R. § 200.326. (Search “Appendix II to Part 200” at https://www.ecfr.gov/)

Appendix K: Contract Provisions of the Public Assistance Program and Policy Guide (PAPPG), outlines the federally required contract provisions in addition to FEMA recommended provisions applicable to PA Applicant contracts such as this Agreement.

In the event that a conflict arises between the Federal requirements set forth in Section 4.15 through Section 4.29 and any other provisions of this Agreement, the Federal requirements shall control and prevail.

4.17 Equal Employment Opportunity

During the performance of this contract, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or

applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

D. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORs and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4.18 Compliance with the Contract Work Hours and Safety Standards Act

This requirement applies to all FEMA contracts awarded by the non-federal entity exceeding $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act.

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.16(A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.16(A) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4.17(A) of this section.

C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.16(B) of this section.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4.17(A) through (D) of this section.

4.19 Clean Air Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding $150,000 under a federal grant.

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The CONTRACTOR agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.20 Federal Water Pollution Control Act

This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding $150,000 under a federal grant.

A. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The CONTRACTOR agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.21 Suspension and Debarment

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The CONTRACTOR (bidder or proposer) agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR (bidder or proposer) further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.22 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

This requirement applies to all FEMA grant and cooperative agreement programs. CONTRACTORs that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

CONTRACTORs who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, CONTRACTOR must sign and submit with this Agreement the following certification, APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying, hereafter referred to as Exhibit F.

4.23 Procurement of Recovered Materials

This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

A. In the performance of this contract, the CONTRACTOR shall make maximum use of productscontaining recovered materials that are EPA-designated items unless the product cannot be acquired.
   1. Competitively within a timeframe providing for compliance with the contractperformance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

4.24 Access to Records

The following access to records requirements applies to this contract:

A. The CONTRACTOR agrees to provide State of Florida, the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4.25 Changes Clause

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

4.26 DHS Seal, Logo, And Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

4.27 Compliance with Federal Law, Regulations, And Executive Orders

The CITY acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4.28 No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

4.29 Program Fraud and False or Fraudulent Statements or Related Acts

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

* * *

3. Except as herein amended, all other provisions of the Agreement shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the __ day of ____ 2021.

CITY OF WESTON, through its
City Commission

By: _____
Margaret Brown, Mayor

_____ day of _____, 2021

ATTEST:

_____
Patricia A. Bates, MMC, City Clerk

By: _____
Donald P. Decker, City Manager/CEO

_____ day of _____, 2021

Approved as to form and legality
for the use of and reliance by the
City of Weston only:

(CITY SEAL)

By: _____
Jamie Alan Cole, City Attorney

____ day of _____, 2021

CONTRACTOR: 100% LANDSCAPING CO.,INC.

By: _____
Linda Flack, President

_____ day of _____, 2021

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

AGENDA ITEM SUMMARY

MEETING DATE: July 6, 2021	AGENDA ITEM NO. g

FOR:
Indian Trace Development District and Bonaventure Development District

TITLE:
Purchase of new Hockey jerseys for all of us

SUMMARY EXPLANATION & BACKGROUND:

Background:
Adding why we need new jerseys for the new season

Summary:
B/c we don't want to pay for them ourselves

REQUESTED ACTION:
Staff recommends we approve purchase of jerseys!!

EXHIBITS (LIST):
Minutes of June 24th 2021
City of Allen user list with Roles 6-7-2021.xls
Proclamation - LGBTQ Pride Month
Peak Approval Document

PREPARED BY:	PETITIONER/REPRESENTATIVE:
Manny Sanchez, Granicus	Tom
RECOMMENDED FOR CONSIDERATION BY:	**FUNDING SOURCE:**
Mary	Type in the source to pull from correct budget

VOTING REQUIRED FOR PASSAGE:
Majority

COMMISSION ACTION:

	M	2	Y	N	Approved as presented	
Commissioner Molina-Macfie					Approved as amended	
Commissioner Jaffe					Approved with conditions	
Commissioner Kallman					Continued to	
Commissioner Brown					Deferred to	
Mayor Stermer					To deny	

CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 28, 2021 – 7:00 PM
1060 WEST ADDISON STREET
CHICAGO, IL 60613

MINUTES

Present: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Seth Caplan, Alvina Barnes, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin Absent: Chris Tubbs

Staff in Attendance - Manny and friends

1. CALL TO ORDER

The meeting was called to order at 7 pm with all in attendance

2. INVOCATION AND PLEDGE OF ALLEGIANCE

The pledge was led by the Boy Scouts of America and the invocation was given by Pastor Jones

3. ROLL CALL VOTE

3.a Test item

This item was Adopted, but with conditions by the Council

Moved by Carmen Warfield; seconded by Charlene Danvers to Confirm item 3.a.
Motion Carried Unanimously: 9- 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Chris Tubbs, Carmen Warfield, Aaron Levin, Seth Caplan, Mary Davis, Brandon Weninger Voting Against: None

4. PRESENTATIONS

Moved by Seth Caplan; seconded by Charlene Danvers to Approve Typed in our motion text.
Motion Carried Unanimously: 9 - 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Chris Tubbs, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin Voting Against: None

4.a Purchase (5) iPads for the Bicycle

Commission Approve the purchase, please and thank you!

item 16.b was also approved at same time

Moved by Jennifer Leibrock; seconded by Lucy Shaw to Approve Item 16.b as presented.
Motion Carried: 9- 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Chris Tubbs, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin Voting Against: None

4.b Consideration to approve a 10k bonus for all employees and every Friday off

Approve with conditions

Walk on item

5. PUBLIC TO BE HEARD *(Please limit all comments to 3 minutes or less. Do not address the Council by name)*

6. APPROVAL OF CONSENT AGENDA

Consent was Carried

Moved by Mary Davis; seconded by Charlene Danvers to Approve Consent Agenda as a whole.
Motion Carried Unanimously: 9 - 0
Voting For: Jennifer Leibrock, Charlene Danvers, Chris Tubbs, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin, Lucy Shaw Voting Against: None

6.a Purchase (5) iPads for the Bicycle Commission

Approve the purchase, please and thank you!

item 16.b was also approved at same time

Moved by Jennifer Leibrock; seconded by Lucy Shaw to Approve Item 16.b as presented.
Motion Carried: 9- 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Chris Tubbs, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin Voting Against: None

6.b Consideration to approve a 10k bonus for all employees and every Friday off

Approve with conditions

7. PUBLIC HEARINGS

7.a Walk on item

N/A

Moved by Seth Caplan; seconded by Charlene Danvers to Recommend Approval to the BOC to be considered by BOC .
Motion Adopted with Conditions: 8- 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin Voting Against: None

8. APPROVAL OF MINUTES

9. OTHER PUBLIC HEARINGS - THERE IS NOTHING SCHEDULED UNDER THIS ITEM

10. Bids and Contracts

10.aContract for the Approval of Audio Video Equipment for Council Chambers for $20,000.00

To approve the contract for the Audio Video Equipment for Council Chambers

Moved by Mary Davis; seconded by Chris Tubbs to Defer .
Motion Adopted with Conditions: 9- 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Chris Tubbs, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin Voting Against: None

10.b **Purchase of new Swimming pool for the Town Parks**

RESOLVED, upon recommendation of the Superintendent of Schools, the Board of Education of the Oyster Bay-East Norwich Central School District has arranged that the following appropriate special education programs and/or services be provided as recommended by the Committee on Special Education:

Item 16.a was Carried, then multiple motions were made and item eventually failed

Moved by Jennifer Leibrock; seconded by Lucy Shaw to Approve Item 16.a as presented.
Motion Carried: 9- 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Chris Tubbs, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin Voting Against: None

Moved by Carmen Warfield; seconded by Chris Tubbs to Introduce another amended option to item 16.a.
Motion Failed: 9- 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Chris Tubbs, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin Voting Against: None

10.c Minutes for July 9, 2021

Approve the Minutes for July 9th

Moved by Mary Davis; seconded by Chris Tubbs to Defer .
Motion Adopted with Conditions: 9- 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Chris Tubbs, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin Voting Against: None

Sample items for this session only *(this is for the extra blurb you may need)*

11. CITY MANAGER REPORT

New Section for just this meeting

12. RESOLUTIONS

13. CITY MANAGER REPORTS AND COMMENTS

14. SPECIAL PRESENTATIONS

15. UNFINISHED BUSINESS

16. NEW BUSINESS

16.a **Purchase of new Swimming pool for the Town Parks**

RESOLVED, upon recommendation of the Superintendent of Schools, the Board of Education of the Oyster Bay-East Norwich Central School District has arranged that the following appropriate special education programs and/or services be provided as recommended by the Committee on Special Education:

Item 16.a was Carried, then multiple motions were made and item eventually failed

Moved by Jennifer Leibrock; seconded by Lucy Shaw to Approve Item 16.a as presented.
Motion Carried: 9- 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Chris Tubbs, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin Voting Against: None

Moved by Carmen Warfield; seconded by Chris Tubbs to Introduce another amended option to item 16.a.
Motion Failed: 9- 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Chris Tubbs, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin Voting Against: None

16.bPurchase (5) iPads for the Bicycle Commission

Approve the purchase, please and thank you!

item 16.b was also approved at same time

Moved by Jennifer Leibrock; seconded by Lucy Shaw to Approve Item 16.b as presented.

Motion Carried: 9- 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Chris Tubbs, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin Voting Against: None

16.c **(ORD 2021-235)** 2nd and Final Reading of item 2021- 135 as an Ordinance.
Council to approve this item as presented

Moved by Jennifer Leibrock; seconded by Lucy Shaw to Approve Item 16.c as presented.
Motion Carried: 9- 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Chris Tubbs, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin Voting Against: None

17. ADJOURN

With there being no further business, this meeting is now closed. Get home safe!!

Moved by Charlene Danvers; seconded by Lucy Shaw to Adjourn the meeting at 8:30 pm.
Motion Adopted: 9 - 0
Voting For: Jennifer Leibrock, Lucy Shaw, Charlene Danvers, Chris Tubbs, Seth Caplan, Mary Davis, Brandon Weninger, Carmen Warfield, Aaron Levin
Voting Against: None

Department Membership

Department Name	Group Name	Last Name	First Name	Email
ADMINISTRATOR				
	ADMINISTRATOR			
		Rocio	Gonzalez	rgonzalez@cityofallen.org
		Shelley	George	sgeorge@cityofallen.org
AEDC				
	CMO Final Approval			
	approver (ACM)	Eric	Strong	estrong@cityofallen.org
	Director Approval			
	Appprover only	Dan	Bowman	dbowman@allenedc.com
	AEDC Creators			
	Drafter	Nicole	Bywater	nbywater@allenedc.com
	Drafter	Eileen	Gonzales	egonzales@allenedc.com
City Managers Office				
	City Managers Office Approval			
	approver (ACM)	Vice	Rebecca	rvice@cityofallen.org
	City Manager - FYI	Ellwanger	Eric	eellwanger@cityofallen.org
	approver (ACM)	Dentler	Tim	tdentler@cityofallen.org
	approver (ACM)	Strong	Eric	estrong@cityofallen.org
	City Managers Office Creators			
	approver (ACM)	Vice	Rebecca	rvice@cityofallen.org
	City Manager - FYI	Ellwanger	Eric	eellwanger@cityofallen.org
	approver (ACM)	Dentler	Tim	tdentler@cityofallen.org
	approver (ACM)	Strong	Eric	estrong@cityofallen.org
City Secretary				
	CMO Final Approval			
	approver (ACM)	Strong	Eric	estrong@cityofallen.org
	City Secretary Approval			
		George	Shelley	sgeorge@cityofallen.org
	City Secretary Creators			
		George	Shelley	sgeorge@cityofallen.org
		Gonzalez	Rocio	rgonzalez@cityofallen.org
Community Enhancement				
	CMO Final Approval			
	approver (ACM)	Vice	Rebecca	rvice@cityofallen.org
	Community Enhancement Approval			
	Approver	Battle	Lee	lbattle@cityofallen.org
	Drafter	Jones	Erin	ejones@cityofallen.org
	Community Enhancement Creator			
	Approver	Battle	Lee	lbattle@cityofallen.org
	Drafter	Jones	Erin	ejones@cityofallen.org
	Drafter	Gardner	Babette	bgardner@cityofallen.org

Community Services				
	CMO Final Approval			
	approver (ACM)	Strong	Eric	estrong@cityofallen.org
	Director Approval			
	Approver	Massey	Steve	smassey@cityofallen.org
	Community Services Creators			
	Drafter	Phillips	John	jphillips@cityofallen.org
	Drafter	Schneck	Alison	aschneck@cityofallen.org
	Drafter	Kliewer	Donna	dkliewer@cityofallen.org
CVB				
	CMO Final Approval			
	approver (ACM)	Dentler	Tim	tdentler@cityofallen.org
	Dirctor Approval			
	Approver	Cromwell	Karen	kcromwell@visitallentexas.com
	CVB Creators			
	Drafter	Alexander	Rachel	ralexander@visitallentexas.com
Engineering				
	CMO Final Approval			
	approver (ACM)	Strong	Eric	estrong@cityofallen.org
	Director Approval			
	Approver	Flanigan	Chris	cflanigan@cityofallen.org
	Finance Approval			
	Engineering Creators			
	Drafter	Brock	Julie	jbrock@cityofallen.org
	Drafter	Flanigan	Chris	cflanigan@cityofallen.org
	Drafter	Bates	Kevin	kbates@cityofallen.org
	Drafter	McDaniel	Ashley	amcdaniel@cityofallen.org
	Drafter	Downey	Maria	mdowney@cityofallen.org
Finance				
	CMO Final Approval			
	approver (ACM)	Strong	Eric	estrong@cityofallen.org
	CFO Approval			
	Approver	Phillis	Pete	pphillis@cityofallen.org
	Assistant CFO Approval			
	Approver	Landrum	Chris	clandrum@cityofallen.org
	Finance Creators			
	Drafter	Morris	Debra	dmorris@cityofallen.org
	Drafter	Nguyen	Tru	tnguyen@cityofallen.org
	Drafter	Bennett	Casey	cbennett@cityofallen.org
	Drafter	Brack	Rebecca	rbrack@cityofallen.org
	Drafter	Ataie	Ellen	eataie@cityofallen.org
Fire				
	CMO Final Approval			
	Approver	Vice	Rebecca	rvice@cityofallen.org
	Director Approval			
	Approver	Boyd	Jonathan	jboyd@cityofallen.org
	Finance Review			
	Fire Creators			
	Drafter	Boyd	Jonathan	jboyd@cityofallen.org

	Drafter	Vaughn	Richard	rvaughn@cityofallen.org

Human Resources				
	CMO Final Approval			
	Approver	Vice	Rebecca	rvice@cityofallen.org
	HR Creators			
	Drafter	Kretschmer	Monika	mkretschmer@cityofallen.org
	Drafter	Whitaker	LeAnne	lwhitaker@cityofallen.org
Information Technology				
	CMO Final Approval			
	Approver	Vice	Rebecca	rvice@cityofallen.org
	Director Approval			
	Approver	Matthews	Eric	ematthews@cityofallen.org
	IT Creators			
	Drafter	Cameron	Kevin	kcameron@cityofallen.org
Library				
	CMO Final Approval			
	Approver	Dentler	Tim	tdentler@cityofallen.org
	Library Approval			
	Approver	Wayland	Claudia	cwayland@cityofallen.org
	Approver	Timbs	Jeff	jtimbs@cityofallen.org
	Library Creators			
	Drafter	McPherson	Amber	amcpherson@cityofallen.org
	Drafter	Wayland	Claudia	cwayland@cityofallen.org
	Drafter	Timbs	Jeff	jtimbs@cityofallen.org
P&Z Agenda Creators				
	P&Z Agenda Approval			
	Approver	Kurbansade	Marc	mkurbansade@cityofallen.org
	Approver	Angel	Hayley	hangel@cityofallen.org
	P&Z Agenda Creators			
	Drafter	Angel	Hayley	hangel@cityofallen.org
	Drafter	Caudle	Jordan	jcaudle@cityofallen.org
	Drafter	Kurbansade	Marc	mkurbansade@cityofallen.org
	Drafter	Russell	Rolandrea	rrussell@cityofallen.org
Parks and Recreation				
	CMO Final Approval			
	Approver	Dentler	Tim	tdentler@cityofallen.org
	Director Approval			
	Approver	Meacham	Kate	kmeacham@cityofallen.org
	Assistant Director Approval			
	Approver	Bristow	Brian	bbristow@cityofallen.org
	Approver	Cessna	Carrie	ccessna@cityofallen.org
	Admin Review			
	Drafter	King	Jennifer	jking@cityofallen.org
	Drafter	Robinson	Jennifer	jrobinson@cityofallen.org
	Finance Review			

	Parks and Recreation Creators			
	Drafter	McGinnis	Kelly	kmcginnis@cityofallen.org
	Drafter	McComb	Matt	mmccomb@cityofallen.org
	Drafter	Bristow	Brian	bbristow@cityofallen.org
	Drafter	Trevino	Bobby	btrevino@cityofallen.org
	Drafter	Spearman	Beau	bspearman@cityofallen.org
	Drafter	Robinson	Jennifer	jrobinson@cityofallen.org
	Drafter	Holt	Jeff	jholt@cityofallen.org
	Drafter	Hill	Anthony	ahill@cityofallen.org
	Drafter	Cessna	Carrie	ccessna@cityofallen.org
	Drafter	Cuellar	Laura	lcuellar@cityofallen.org
	Drafter	Simmons	Jesse	jsimmons@cityofallen.org
	Drafter	Francis	Zach	zfrancis@cityofallen.org
	Drafter	Cunniff	Travis	tcunniff@cityofallen.org
	Drafter	Herman	Bill	wherman@alleneventcenter.com
	Drafter	King	Jennifer	jking@cityofallen.org
Planning & Development				
	CMO Final Approval			
	Approver	Strong	Eric	estrong@cityofallen.org
	Planning & Development Approval			
	Approver	Kurbansade	Marc	mkurbansade@cityofallen.org
	Approver	Angel	Hayley	hangel@cityofallen.org
	Planning & Development Creators			
	Drafter	Angel	Hayley	hangel@cityofallen.org
	Drafter	Caudle	Jordan	jcaudle@cityofallen.org
	Drafter	Russell	Rolandrea	rrussell@cityofallen.org
Police				
	CMO Final Approval			
	Approver	Vice	Rebecca	rvice@cityofallen.org
	Police Approval			
	Approver	Myers	Ken	kmyers@cityofallen.org
	Police Creators			
	drafter	Goplin	Debra	dgoplin@cityofallen.org
	drafter	Myers	Ken	kmyers@cityofallen.org
Public & Media Relations				
	CMO Final Approval			
	approver	Dentler	Tim	tdentler@cityofallen.org
	Director Approval			
	approver	Warren	Teresa	twarren@cityofallen.org
	Public & Media Relations Creators			
	drafter	Aprill	Chelsey	caprill@cityofallen.org

LYNNWOOD
WASHINGTON
A great deal more

Proclamation

City of Lynnwood

Recognition of Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) Pride Month

WHEREAS, our nation was founded upon, and is guided by a set of principles that includes that every person has been created equal, that each has rights to their life, liberty and pursuit of happiness, and that each shall be accorded the full recognition and protection of law; and

WHEREAS, the City of Lynnwood is committed to being a safe, welcoming and equitable community for all people regardless of race, ethnicity, socioeconomic status, age, sexual orientation, gender identification, country of origin, or any other identity; and

WHEREAS, the month of June was chosen for Pride Month to commemorate the June 28, 1969 New York City Stonewall Riots that sparked the Lesbian, Gay, Bisexual, and Transgender civil rights movement; and

WHEREAS, the fight for full and equal recognition and protection of the fundamental rights and liberties for lesbian, gay, bisexual, transgender, and queer people is reflected in the tireless dedication of advocates, allies, and supportive families who strive to forge a more inclusive society; and

WHEREAS, during the month of June, Pride celebrations are held throughout our country and encourage residents to honor the history of the fight for equality, celebrate the distance come, and recognize how far there is yet to go; and

NOW, THEREFORE BE IT RESOLVED that we, Mayor Nicola Smith, and the Lynnwood City Council, proclaim June as LGBTQ+ Pride Month and we call upon all people of Lynnwood to join us in celebrating the great contributions of the LGBTQ+ community and stand with us to ensure that all members of our community feel safe and welcomed in Lynnwood.

Nicola Smith, Mayor
May 24, 2021

George Hurst, City Council President
May 24, 2021

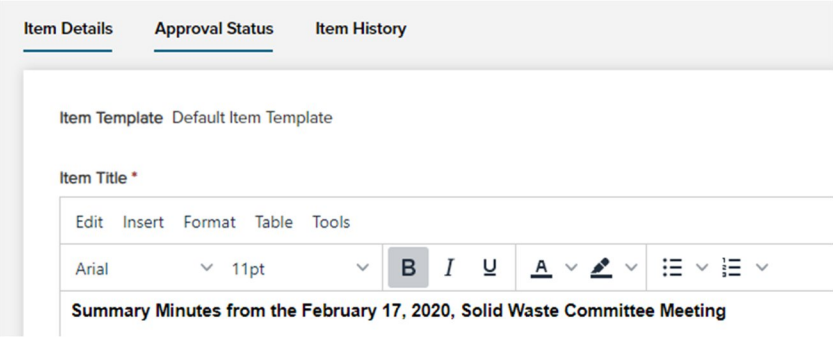
Peak Agenda – Approving Items

Follow these steps to take an item through the workflow process

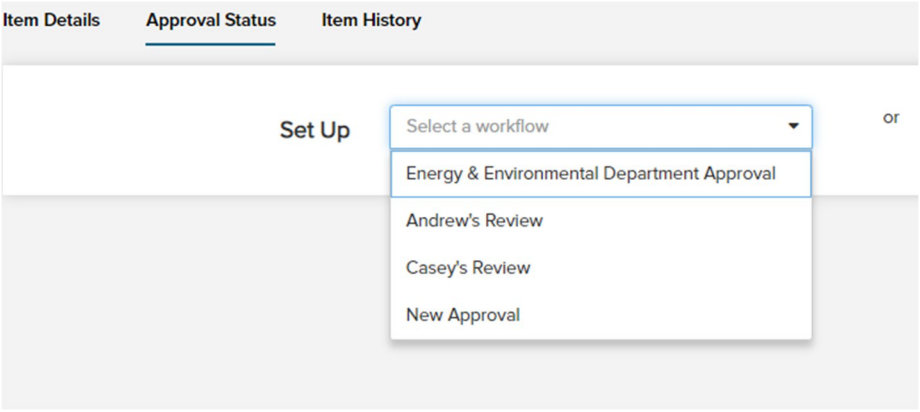
Requirements:
User must have at least Approval role in Peak

Once an item has been created and saved, you can now begin the Approval Process.

In the Item Details tab, will be an Approval Status tab. See Figure 1 below

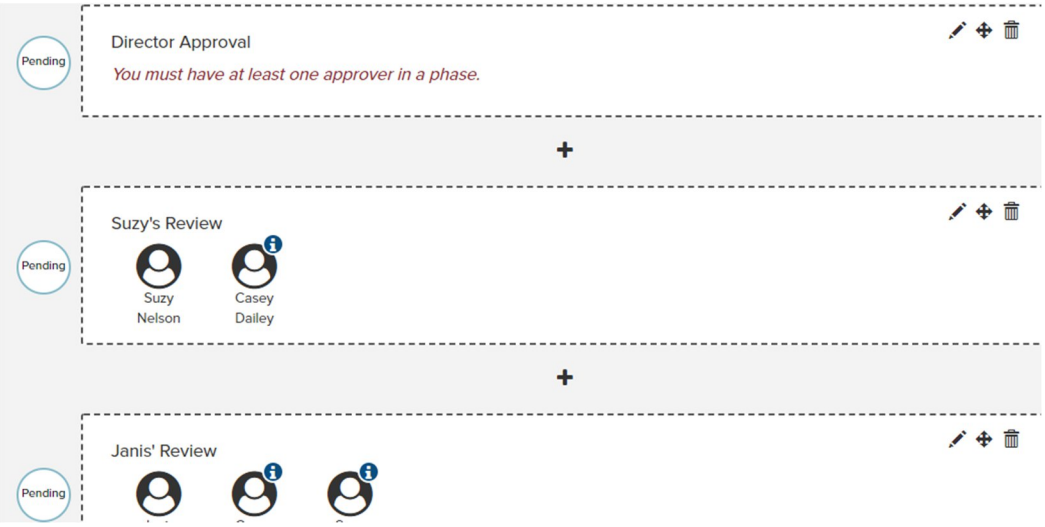


If you click on Approval Status, it brings you to the Approval Tab. See Figure 2 below



Choose one of the Available workflows and select Use this workflow. That will lock the workflow in place.

The next step is to Initialize Workflow. To do so, all Stages/Phases, must have a Title and at least one Approver. See Figure 3 below



When Workflow is Initiated, an email will go out to those in the First phase. This link will go over what emails go out and when and to whom - Peak Approval Emails

If an Approver needs an edit to be made, they can edit it themselves or leave a Comment in the Item Discussion field in the top right-hand corner. This field acts as a place for an item to be Rejected. Anyone in the Approval chain will receive an email and make the edit and leave a Comment letting others know it is ready to be approved. The current Approver can then Approve it.

When all review has been completed or skipped, the item will get the Status of Approved. This will lock the item and only Admin. Users can unlock it.

At this point it is now “Agenda Ready”

Congrats!