MEETING LIVE STREAMING:

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COMMENTS MAY BE SENT VIA EMAIL TO:
PUBLICCOMMENT@ CITYOFPARKLAND. ORG

CITY OF PARKLAND FLORIDA



REGULAR COMMISSION MEETING Wednesday, November 18, 2020 at 7:00 PM

Parkland City Hall Commission Chambers 6600 University Drive Parkland, Florida 33067

Live Streaming at www.cityofparkland.org/ccm

Rich Walker	Mayor
Bob Mayersohn	Vice Mayor
Simeon Brier	Commissioner
Ken Cutler	Commissioner
Jordan Isrow	Commissioner
Alyson Morales	City Clerk
Nancy Morando	City Manager
Anthony Soroka	City Attorney

GENERAL RULES AND PROCEDURES CITY OF PARKLAND CITY COMMISSION MEETINGS

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not however, public forums. Any resident who wishes to address the Commission, on any subject within the scope of the Commission's authority, may do so providing it is accomplished in an orderly manner and in accordance with any procedures outlined below:

A. SPEAKING ON ITEMS ON THE AGENDA

- **1. CONSENT AGENDA ITEMS:** These are items which the Commission does not need to discuss individually and which are voted on as a group. Any Commission member who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such items from the consent agenda. These items pulled will be discussed and voted upon individually.
- **2. REGULAR AGENDA ITEMS:** These are items which the Commission will discuss individually in the order listed on the agenda. After the Commission has discussed an item on the agenda, the Mayor will close Commission discussion and may inquire as to whether any citizen wishes to be heard on the matter.

B. SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any item not on the agenda during public input.

ADDRESSING THE CITY COMMISSION, MANNER, TIME

Individuals will be limited to three minutes speaking time. All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. Citizens wishing to be heard shall raise their hands until acknowledged by the Mayor. Once acknowledged, those citizens shall come forward and state their name and address. Anyone wishing to speak a second time on the same subject must receive permission from the Mayor.

DECORUM

In order to adjourn a City Commission meeting, it must be voted on by the members of the Commissioner.

- 1. Call to Order
- 2. Pledge Of Allegiance
- 3. Roll Call
- 4. Approval of Minutes
 - A. Regular City Commission Meeting Oct 7, 2020 7:00 PM
- 5. Proclamations & Recognitions None
- 6. Comments from the Public on Non-Agenda Items
 - A. Comments From The Public
 - B. Comments By The Mayor And Commission
- 7. Approval of The Agenda
- 8. Consent Agenda
 - A. <u>RESOLUTION NO. 2020-073: ACCEPTING THE CERTIFIED</u> MUNICIPAL ELECTION RESULTS

A Resolution of the City Commission of the City of Parkland, Florida, accepting the Certified Election Results of the Municipal Election held November 3, 2020, as provided by the Broward County Supervisor of Elections; providing for an effective date.

B. <u>RESOLUTION NO. 2020-012: 46TH YEAR CDBG GRANT</u> AGREEMENT

Resolution of the City of Parkland, Florida, authorizing the appropriate City Official to execute the attached agreement between the City of Parkland and Broward County for funding and administration of the Senior Recreation Program under the Community Development Block Grant program; providing for execution; providing for an effective date.

C. <u>RESOLUTION NO. 2020-074: APPROVING UTILITY EASEMENT FOR NSID</u>

A Resolution of the City Commission of the City of Parkland, Florida, approving a utility easement along the east boundary of Liberty Park for the North Springs Improvement District to extend sewer facilities from Holmberg Road to Ranch Road; authorizing the appropriate City Officials to execute the Easement Agreement; providing for implementation; providing for conflicts; providing for severability; and providing for an effective date.

D. <u>RESOLUTION NO. 2020-070: GROUNDS MAINTENANCE</u> <u>EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED</u> <u>SERVICES - PIGGYBACK</u>

A Resolution of the City Commission of the City of Parkland, Florida, approving the piggyback of the National IPA Contract No. 2017025 for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services, and authorizing expenditures not-to-exceed \$62,987 to Hector Turf; providing for execution, providing for an effective date.

9. Regular Agenda

A. Selection of Vice Mayor

B. ORDINANCE NO. 2020-003: COMPREHENSIVE PLAN AMENDMENTS; SECOND READING

An Ordinance of the City Commission of the City of Parkland, Florida, amending the City of Parkland Comprehensive Plan with revisions to the Future Land Use Element to maintain consistency with the Broward County Comprehensive Plan transportation element to support complete streets; capital improvements element to remain compliant with Florida laws that require an annual update to the five-year capital improvement plan, and to establish compliance with the provisions of the third amended and restated Interlocal agreement (TRILA) for public school facilities element to implement the TRILA; providing for transmittal to the state Land Planning agency; providing for transmittal of the adopted amendments to the Broward County Planning Council for recertification; providing for conflicts; providing for severability' and providing for an effective date.

C. ORDINANCE NO. 2020-004: WATER SUPPLY PLAN UPDATE; SECOND READING

An Ordinance adopting the City of Parkland 10-year water supply facilities work plan update; amending the Comprehensive Plan infrastructure element to include statutory provisions required for the water supply plan update; providing for transmittal to the State land planning agency; providing for conflicts; providing for severability; and providing for an effective date.

D. <u>ORDINANCE NO. 2020-016: ORDINANCE TO APPROVE</u> SYNTHETIC TURF; SECOND READING

An Ordinance of the City Commission of the City of Parkland, Florida, amending article 95, "Landscaping and Vegetation"; Section 95-520, "Definitions" of the Land Development Code to define "Synthetic Turf"; creating a new section 95-1600, "Synthetic Turf" to provide regulations for installation of synthetic turf; amending section 40-20(C)(8)(g) to provide for the identification of synthetic turf areas; providing for implementation, conflicts, severability, and an effective date.

E. ORDINANCE NO. 2020-021: FY 2021 BUDGET AMENDMENT; SECOND READING

An Ordinance of the City Commission of the City of Parkland, Florida, amending Ordinance No. 2020-019 adopting the budget of the City of Parkland for fiscal year 2020/2021; increasing the Pine Tree Roads Fund by \$1,000,000; providing funding by re-purposing existing reserves in the Pine Tree Roads Fund; providing for severability and, providing for an effective date.

F. RESOLUTION NO. 2020-072: FURNITURE FOR MULTI-PURPOSE ROOM - PIGGYBACK

A Resolution of the City Commission of the City of Parkland, Florida, approving the piggyback of the State of Florida Alternate Contract Source No. 56120000-19-ACS for the purchase of furniture for the Multi-Purpose Room and authorizing expenditures not-to-exceed \$125,000 to Creative Office Solutions & More, Inc.; providing for execution, providing for an effective date.

- G. Year End Strategic Planning Update City of Parkland
- H. Appointment of a Municipal District 1 Alternate Officer to the Broward Metropolitan Planning Organization
- I. Appointment of Second Alternate Member to Broward League of Cities

City Commission *Revised* Agenda November 18, 2020 Page 6

- J. Appointment of an Alternate Commission Representative to the Solid Waste and Recycling Working Group
- K. Appointment to MSD Memorial Advisory Committee (County)
- 10. Comments by the Broward Sheriff's Office
- 11. Comments by the City Manager
- 12. Comments by the City Attorney

Adjournment

PLEASE BE ADVISED THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY OR COMMISSION WITH RESPECT TO ANY MATTERS CONSIDERED AT SUCH HEARING OR MEETING HE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE HE WILL NEED TO ENSURE THAT A VERBATIM RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (FLORIDA STATUTE 286.0105)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITY ACT AND FLORIDA STATUTE 286,26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 48 HOURS PRIOR TO THE MEETING AT (954) 757-4132 FOR ASSISTANCE.



CITY OF PARKLAND

AGENDA SUMMARY

Meeting: Wednesday, November 18, 2020 Agenda Item: 8.A

RESOLUTION: 2020-073 Consent Agenda

SHORT TITLE: Accepting the Certified Municipal Election Results

SUBMITTED BY: Alyson Morales

MEETING GROUP: City Commission **ORIGIN OF REQUEST:** City Commission

STAFF RECOMMENDATION

Staff is recommending approval

STRATEGIC PLAN

Strategy: Effective & Efficient Government Goals & Actions by Strategy: Other

BACKGROUND & PURPOSE

Presented for your review and approval are the Certified Elections Results as provided by the Broward County Supervisor of Elections for the City of Parkland's Municipal Election held Tuesday, Nov. 3, 2020.

In accordance with Florida Statute Section 102.141, the Broward County Canvassing Board has examined the tabulation of the ballots cast and determined the returns correctly reflect the votes cast. Attached are the signed results.

FISCAL IMPACT

n/a

EXPIRATION OF CONTRACT

November 2022 (Mayor, Commissioners Districts 1 & 2) and November 2024 (Commissioners Districts 3 & 4)

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A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, ACCEPTING THE CERTIFIED ELECTION RESULTS OF THE MUNICIPAL ELECTION HELD NOVEMBER 3, 2020, AS PROVIDED BY THE BROWARD COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Parkland (City) held a Municipal Election (the "Election") on Tuesday, November 3, 2020 for the offices of Mayor, Commissioner - District 1, Commissioner - District 2 and Commissioner - District 4; and

WHEREAS, the results of the Municipal Election have been canvassed by the Broward County Canvassing Board (the Board) in accordance with Section 102.141, Florida Statutes; and

WHEREAS, the Board has determined the ballot returns reflect that Rich Walker has received the majority of the votes for Mayor; Simeon Brier has received the majority of the votes for Commissioner - District 1; Jordan Isrow has received the majority of the votes for Commissioner - District 2; and Bob Mayersohn has received the majority of the votes for Commissioner - District 4; and

WHEREAS, the Broward Supervisor of Elections has provided the Certified Election Results for the Election; and

WHEREAS, the City Commission desires to accept the Certified Election Results, attached as Exhibit "A", and take all necessary actions to implement the results of the Election.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:

- That the City Commission accepts the results of the Municipal Election held Tuesday, November 3, 2020, as evidenced by the official Certified Election Results, attached as Exhibit "A", provided by Peter Antonacci, Broward County Supervisor of Elections.
- That Rich Walker received the majority of votes and is elected to the Section 2. office of City of Parkland - Mayor for the remaining two-year term in accordance with the City Charter.
- That Simeon Brier received the majority of votes and is elected to the Section 3. office of City of Parkland - Commissioner District 1 for the remaining two-year term in accordance with the City Charter.
- Section 4. That Jordan Isrow received the majority of votes and is elected to the office of City of Parkland - Commissioner District 2 for the remaining two-year term in accordance with the City Charter.
- That Bob Mayersohn received the majority of votes and is elected to the Section 5. office of City of Parkland - Commissioner District 4 for a four-year term in accordance with the City Charter.
 - Section 6. That this Resolution shall take effect immediately upon its adoption.

54	PASSED AND ADOPTED THIS 18th D	AY OF November, 2020.
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57	CITY OF PARKLAND, FLORIDA	
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61		RICHARD W. WALKER
62		MAYOR
63	ATTEST:	
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67	ALYSON MORALES, CMC	
68	CITY CLERK	

November 3, 2020 City of Parkland

OFF	FICIAL	RESULTS

City of Full Maint						
	TOTAL VOTES	%	ED	AV	EV	PV
PRECINCTS COUNTED (OF 6) REGISTERED VOTERS - TOTAL	. 24,167 . 20,345	100.00 84.19	1,728	10,277	8,337	3
Mayor At Large Parkland (VOTE FOR) 1 Stacy Kagan		47.02 52.98	548 1,021	5,373 4,133	2,946 4,834	0 2
City Commission District 1 Parkland (VOTE FOR) 1 Simeon Brier	. 5,024 . 1,941	39.36 29.74 11.49 19.41	392 524 186 266	3,803 2,141 939 1,729	2,452 2,359 816 1,283	1 0 0 0
City Commission District 2 Parkland (VOTE FOR) 1 Jordan Isrow		55.76 44.24	658 661	5,122 3,421	3,461 3,252	1 0
City Commission District 4 Parkland (VOTE FOR) 1 Robert W. Brannen		39.52 60.48	749 569	2,693 5,918	3,123 3,563	1 0

ED = **Election** Day

AV = Vote By Mail

EV = Early Voting

PV = Provisionals

County Commissioner

Supervisor of Elections



CITY OF PARKLAND

AGENDA SUMMARY

Meeting: Wednesday, November 18, 2020 Agenda Item: 8.B

RESOLUTION: 2020-012 Consent Agenda

SHORT TITLE: 46th Year CDBG Grant Agreement

SUBMITTED BY: Christine Garcia

MEETING GROUP: City Commission ORIGIN OF REQUEST: Staff

STAFF RECOMMENDATION

Staff is recommending approval of the Community Development Block Grant 46th Year Agreement.

STRATEGIC PLAN

Strategy: Quality of Life Experiences

Goals & Actions by Strategy: Continue to be a pre-eminent City for Parks and Recreation programs

BACKGROUND & PURPOSE

For the past 15 years, the City of Parkland (City) has been fortunate to receive funding from Broward County, through the Community Development Block Grant (CDBG) to help fund and administer the City's senior recreation program. CDBG is a federal program developed to create viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low-and moderate-income. The City's mature adult population qualifies for this program as defined by Broward County and national standards.

The City submitted an application for the 46th Year CDBG Program. Broward County approved funding for the City in the amount of \$39,032 with a match requirement of \$7,960 for a total program budget of \$46,992. The receipt of funds for the 46th Year Agreement will be retroactive beginning October 1, 2020 through September 30, 2021. The program will address the physical, social, intellectual and cultural needs to a minimum of one hundred ten (110) unduplicated senior residents, 62 years of age and older.

FISCAL IMPACT

The City will provide \$7,960 while receiving \$39,032 from the Community Development Block Grant for a total program budget of \$46,992

EXPIRATION OF CONTRACT

September 30, 2021

 RESOLUTION OF THE CITY OF PARKLAND, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF PARKLAND AND BROWARD COUNTY FOR **FUNDING** AND **ADMINISTRATION** OF THE **SENIOR** RECREATION **PROGRAM UNDER** THE **COMMUNITY** DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING FOR EXECUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Parkland, Florida, (City) applied to Broward County, for a Community Development Block Grant (CDBG) to implement a Senior Recreation Program (mature adult); and

WHEREAS, Broward County has determined the City's application meets the qualification requirements to receive CDBG funds; and

WHEREAS, the City has legal jurisdiction and authority to create, operate and maintain the mature adult program; and

WHEREAS, the City agrees to conform with the regulations, statutes, terms and conditions described in the 45th Year CDBG Agreement; and

WHEREAS, the City has committed to providing the matching funds as prescribed in the 45th Year CDBG Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:

- <u>Section 1.</u> The foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby incorporated herein. The 46th Year Community Development Block Grant Agreement ("Exhibit A") is hereto incorporated herein.
- <u>Section 2.</u> The appropriate City Official is hereby authorized and directed to execute the necessary documents to effectuate the purpose and intent of this resolution.
- <u>Section 3.</u> All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- <u>Section 4.</u> If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part of application, it shall not affect the validity of the remaining portions or applications this Resolution.
 - <u>Section 5.</u> This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 18th DAY OF November, 2020.

CITY OF PARKLAND, FLORIDA

55 56 57 58 59 60	ATTEST:	RICHARD W. WALKER MAYOR
61 62	ALYSON MORALES, CMC CITY CLERK	_



A.

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PARKLAND FOR FUNDING AND ADMINISTRATION OF 46TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR SENIOR RECREATION PROGRAM

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Parkland, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

County is a recipient of Community Development Block Grant ("CDBG")

funds from	the Unit	ed States Department of Housing and Urban Development ("HUD").
В.	On _	(Agenda Item No), the Broward County
Board of (County	Commissioners authorized CDBG funding to City in the amount of
Thirty-nine	Thousa	nd Thirty-two Dollars (\$39,032) to fund a Senior Recreation Program
in City, und	der the te	erms more specifically described herein.

C. Pursuant to 24 C.F.R. Part 570.302, the Project (as defined herein) was included in County's consolidated plan for community planning and development programs submitted to HUD in accordance with 24 C.F.R. Part 91.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **CDBG Funds** means the CDBG Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.
- 1.3 **CDBG Program** means the Community Development Block Grant Program awarded by HUD to County, authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, amended, and codified at 42 U.S.C. 5301 et seq.
- 1.4 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division, or such other person designated by same in writing.
- 1.5 **County Administrator** means the administrative head of County appointed by the Board.

- 1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.7 **HUD** means the United States Department of Housing and Urban Development.
- 1.8 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.
- 1.9 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 570, "Community Development Block Grant Regulations," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the CDBG Program, as amended from time to time, and which are incorporated herein by reference.
- 1.10 **Subcontractor** means an entity or individual providing services to City for all or any portion of the Project. The term "Subcontractor" shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A Project Description

Exhibit B Budget

Exhibit C Project Timeline

Exhibit D Quarterly Progress Report

Exhibit E Request for Payment

ARTICLE 3. PROJECT

- 3.1 City shall provide and implement a Senior Recreation Program in City as outlined in Exhibit A attached hereto.
- 3.2 All activities funded with CDBG Funds must meet one of the CDBG Program's national objectives, as set forth in 24 C.F.R. Part 570.208: (1) Activities benefiting low-and moderate-income persons; (2) Activities which aid in the prevention or elimination of slums or blight; or (3) Activities designed to meet community development needs having a particular urgency. City certifies that the Project meets the criteria for Limited Clientele, 24 C.F.R. Part 570.208(a)(2), and covenants that the Project will at all times (i) meet one of the CDBG Program's national objectives under 24 C.F.R. Part 570.208 and (ii) be an eligible activity under 24 C.F.R. Parts 570.201 through 207.
- 3.3 City must comply with the Project Timeline set forth in Exhibit C. If City fails to meet any of the deadlines set forth in Exhibit C by forty-five (45) days or more, County

may terminate this Agreement in accordance with Article 11 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

- 3.4 <u>Monitoring and Reporting</u>. County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by applicable law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.
 - 3.4.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.
 - 3.4.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.
 - 3.4.3 City shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports must be submitted to County no later than the tenth (10th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the Quarterly Progress Reports, the quarters shall be as follows: First quarter October 1 through December 31; Second quarter January 1 through March 31; Third quarter April 1 through June 30; Fourth quarter July 1 through September 30.
 - 3.4.4 In addition to the Quarterly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.
- 3.5 If the work, services, or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all work, services, or activities for the Project.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND

PROVISIONS RELATING TO THE USE OF THE FUNDS

- 4.1 The maximum amount payable to City under this Agreement shall be Thirty-nine Thousand Thirty-two Dollars (\$39,032). This Agreement is subject to the availability of CDBG Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement.
- 4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute CDBG Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD.
- 4.3 City shall invoice County monthly, if eligible Project expenditures, in accordance with Exhibit B, have been made, by furnishing to County a request for payment in the form provided in Exhibit E, together with the following supporting documentation:
 - 4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;
 - 4.3.2 An executed copy of each Subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
 - 4.3.3 Documentation of any leveraging, as may be described in Exhibit B, that has occurred during each month;
 - 4.3.4 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;
 - 4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;
 - 4.3.6 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed; and
 - 4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and

complete Quarterly Progress Report, utilizing the form provided in Exhibit D or such other form as may be provided to City by County, in County's discretion.

- 4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines payable. **Payment** for travel to be costs travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.
- 4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No CDBG Funds shall be used to supplant existing third-party funding.
- 4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.
- 4.7 County shall pay City within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible Project expenses in accordance with County's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.
- 4.8 City shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of County.
- 4.9 County may suspend payment under this Agreement for any of the following events:
 - 4.9.1 Ineligible use of CDBG Funds under this Agreement or the Rules and Regulations of HUD;
 - 4.9.2 Failure to comply with the terms of this Agreement;
 - 4.9.3 Failure to submit reports as required, including Quarterly Progress Reports, including beneficiary data, and a favorable audit report;

- 4.9.4 Submission of incorrect or incomplete reports in any material respect; and
- 4.9.5 Failure to comply with the indemnification obligations under this Agreement.

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions.

- 4.10 At the sole discretion of the Contract Administrator, unexpended CDBG Funds not provided to or reimbursed to City under the terms of this Agreement may be reallocated by County to other CDBG Program projects approved for funding by the Board.
- 4.11 Any CDBG Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.
- 4.12 City shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by City.
- 4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any CDBG Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold, in whole or in part, payment to City to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to City's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.
- 4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any CDBG Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 570, or any other applicable Rules and Regulations of HUD, City must repay County such CDBG Funds in accordance with the repayment provisions set forth in Section 9.5 of this Agreement.

ARTICLE 5. INDEMNIFICATION

- 5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney Attorney the Indemnified selected by the County to defend To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
- 5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

- 6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.
- 6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an

additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

- 6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.
- 6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.
- 6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

- 7.1 City certifies, to the best of its knowledge, that:
 - 7.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 7.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, City shall complete and submit to County Standard Form LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

- 7.1.3 The language of this section shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.
- 7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144) and Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, City represents and warranties that it has adopted and is enforcing policies within its jurisdiction that:
 - 7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and
 - 7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.
- 7.3 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.
- 7.4 <u>Breach of Representations</u>. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from CDBG Funds due to City under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all CDBG Funds paid to City under this Agreement.

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

8.1 City shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of CDBG Funds, including but not limited to the general policies set forth in 24 C.F.R. Part 570.200 and all other Rules and Regulations of HUD. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive

regulations.

- 8.2 City shall comply with 2 C.F.R. 570.611 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.
- 8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to 24 C.F.R. Parts 570.502 and 570.610, and the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321. All contracts with Subcontractors for the Project shall contain any and all applicable required contract provisions set forth in 2 C.F.R. Appendix II to Part 200.
- 8.4 City shall comply with the requirements set forth in County's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.
- 8.5 City shall not use CDBG Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 570.200(j) and 24 C.F.R. Part 5.109.
- 8.6 City shall not use CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration, in compliance with 24 C.F.R. Part 570.207.
- 8.7 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.
- 8.8 City shall comply with the requirements set forth in 24 C.F.R. Part 570, Subpart K, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:
 - 8.8.1 Title VI of the Civil Rights Act of 1964. as amended (42 U.S.C. 2000d implementing et seq.), and regulations 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives

federal financial assistance.

- 8.8.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.
- 8.8.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.
- 8.8.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.
- 8.8.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.
- 8.8.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.8.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.8.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.8.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et

seq.).

- 8.8.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.8.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 8.8.12 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 570.503(b)(5), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 570.604, or County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

- 8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 570 (including 24 C.F.R. Part 570.502, 24 C.F.R. Part 570.506, and 24 C.F.R. Part 570.507), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 570.
- 8.10 In addition to the reversion of assets requirements set forth in Section 9.7, property, equipment, and supplies acquired with CDBG Funds provided under this Agreement, and no longer needed for the originally authorized purpose, shall be disposed of in the manner authorized by the Contract Administrator after City has requested disposition instructions.
- 8.11 City shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 32) if CDBG Funds expended under this Agreement exceed One Hundred Thousand Dollars (\$100,000).
- 8.12 City shall comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statute 871).
- 8.13 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly

pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

- 8.14 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 clause requirements that follow, including the requirement to include the following language set forth in 24 C.F.R. Part 135.38 verbatim, in accordance with the provisions under 24 C.F.R. Part 135. References in the language below to "contract" shall mean this Agreement or any subcontract entered into pursuant to this Agreement, and references to "contractor" shall mean City or its subcontractors:
 - 8.14.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - 8.14.2 The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - 8.14.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - 8.14.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding

- that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 8.14.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.
- 8.14.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 8.14.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 8.15 City shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the United States Department of Labor regulations at 29 C.F.R. Part 3.
- 8.16 In addition to the equal employment opportunity requirements set forth in Section 12.2, City shall comply with, as applicable, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 8.17 In the event there is any construction work over Two Thousand Dollars (\$2,000) financed in whole, or in part, with CDBG Funds under this Agreement, City shall, if applicable, comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7), as supplemented by the United States Department of Labor regulations

(24 CFR Part 5), which requires all laborers and mechanics working on the Project be paid not less than prevailing wage rates as determined by the Secretary of Labor. County shall determine the applicability of the Davis-Bacon Act to the Project under this Agreement.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

- 9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 570.502. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the CDBG Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the CDBG Program shall govern.
- 9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All CDBG Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.
- 9.3 City shall use CDBG Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.
- 9.4 City shall budget and expend all CDBG Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."
- 9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any CDBG Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:
 - 9.5.1 Use of any CDBG Funds for ineligible Project expenses or activities, including any overpayments by County.
 - 9.5.2 Any CDBG Funds expended by City, or any of its Subcontractors, in violation of this Agreement.
 - 9.5.3 Failure to complete the Project in a manner that complies with the national objectives described in this Agreement.
 - 9.5.4 Any CDBG Funds expended under this Agreement and required to be

repaid to HUD.

In the event City is required to repay County any CDBG Funds pursuant to this section, City repay such funds from nonfederal resources thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible CDBG Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

- 9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 570.500(a), in accordance with the provisions under 24 C.F.R. Part 570.504. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year CDBG Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 570.503(b) and 24 C.F.R. Part 570.504, relating to Program Income under the CDBG Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's CDBG funding award in County's next CDBG Program funding cycle, subject to the retention of a twenty percent (20%) administrative fee payable to County.
- 9.7 <u>Real Property; Reversion of Assets</u>. City shall comply with the requirements under 24 C.F.R. Parts 570.503 and 570.505, as applicable, including but not limited to the following:
 - 9.7.1 Upon the expiration or earlier termination of this Agreement, City shall transfer to County any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds under this Agreement.
 - 9.7.2 Real property under City's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of Twenty-five Thousand Dollars (\$25,000) shall be used to meet one of the CDBG Program national objectives set forth in 24 C.F.R. Part 570.208 during the term of this Agreement and for a period ending five (5) years after the expiration or earlier termination of this Agreement, or for such longer period of time as determined to be appropriate by County. In the event City fails to use CDBG Program-assisted real property in a manner that meets a CDBG national objective for the prescribed period of time, City shall pay County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non CDBG Program funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to County.

9.8 <u>Disposition of Equipment</u>. City shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with CDBG Funds under this Agreement in accordance with 2 C.F.R. Part 200.313; except that, pursuant to 24 C.F.R. Part 570.502(8), if equipment is sold, the proceeds shall be Program Income.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2020 ("Effective Date"), and shall end on September 30, 2021, unless terminated earlier or extended pursuant to the terms of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of CDBG Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the CDBG Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

- 11.2.1 This Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.
- 11.2.2 Termination for cause by County may include but is not limited to: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within forty-five (45) days after the applicable deadline; (ii) City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) City's failure to comply with applicable federal, state, or local law or regulations, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting

requirements of this Agreement, including the requirements of Section 3.4; (vi) City's material breach of the representations and warranties set forth in Article 7; or (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any CDBG Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 11.3 <u>Termination for Convenience</u>. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 11.4 In the event this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the CDBG Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and

Regulations of HUD.

- 11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.
- 11.6 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

ARTICLE 12 - MISCELLANEOUS

- 12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, City grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement by either party. Any compensation due to City shall be withheld until all documents are received as provided herein. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.
- 12.2 <u>Equal Employment Opportunity</u>. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.
- 12.3 <u>Public Records</u>. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.
- 12.4 <u>Audit Rights and Retention of Records</u>. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts

as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All such books, records, and accounts of City and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City or its Subcontractors shall make same available in written form at no cost to County.

City and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after the expiration or earlier termination of this Agreement, or until resolution of any audit findings, whichever is longer. In addition, City must comply with the records retention requirements set forth in 24 C.F.R. Part 570.502(7)(i). County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with its Subcontractors performing services for the Project.

- 12.5 <u>Sovereign Immunity</u>. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.
- 12.6 <u>Independent Contractor</u>. City is an independent contractor under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

- 12.7 <u>Third Party Beneficiaries</u>. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.
- 12.8 <u>Notices</u>. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For County:

Ralph Stone, Director
Broward County Housing Finance and
Community Redevelopment Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

For City:

Nancy Morando, City Manager City of Parkland 6600 University Drive Parkland, FL 33067 Email: nmorando@cityofparkland.org

with a copy to:

Richard W. Walker, Mayor City of Parkland 6600 University Drive Parkland, FL 33067

Email: rwalker@cityofparkland.org

Phone: (954) 757-4127

- 12.9 <u>Assignment</u>. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.
- 12.10 <u>Materiality and Waiver of Breach</u>. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of

this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

- 12.11 <u>Compliance with Laws</u>. City and the Project shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.
- 12.12 <u>Severability</u>. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 12.13 <u>Joint Preparation</u>. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.
- 12.14 <u>Interpretation</u>. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.
- 12.15 <u>Priority of Provisions</u>. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the CDBG Funds, or the Project, the more stringent state or federal provision shall prevail.
- 12.16 <u>Law, Jurisdiction, Venue, Waiver of Jury Trial</u>. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in

and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

- 12.17 <u>Amendments</u>. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 570. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of CDBG Funds, provided such changes do not result in an increase in the total amount of the CDBG Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.
- 12.18 <u>Prior Agreements</u>. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.19 Payable Interest.

- 12.19.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.
- 12.19.2 <u>Rate of Interest</u>. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

- 12.20 <u>Survival</u>. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.
- 12.21 <u>Further Assurance</u>. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.
- 12.22 <u>Remedies</u>. In the event of termination for cause, County may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.
- 12.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.
- 12.24 <u>Incorporation by Reference</u>. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.
- 12.25 <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.26 <u>Use of County Logo</u>. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties	have made and executed this Agreement:
BROWARD COUNTY, through the County A	Administrator, authorized to execute same
by action of the Board on the day of	, 20 (Agenda Item No), and
CITY OF PARKLAND, signing by and through	its Mayor or Vice-Mayor, duly authorized
to execute same.	

COUNTY WITNESSES: BROWARD COUNTY, by and through its County Administrator By:__ Bertha Henry Signature ___ day of _____, 20___ **Print Name** Approved as to form by Signature Andrew J. Meyers **Broward County Attorney** Governmental Center, Suite 423 **Print Name** 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641 By: Alicia C. Lobeiras (Date) **Assistant County Attorney** By:_ Annika E. Ashton (Date) **Deputy County Attorney**

ACL CDBG Agreement 46th Year – Parkland (Services) 10/21/2020 #537397v1 AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PARKLAND FOR FUNDING AND ADMINISTRATION OF 46TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR SENIOR RECREATION PROGRAM

CITY

ATTEST:		CITY OF PARKLAND	
3y: City Clerk	(SEAL)	By: Mayor day of	
		By:day of	
		I HEREBY CERTIFY that I he Agreement as to form and subject to execution by the p	d legal sufficiency
		By: City Attorney	

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2020-2021 (46th YR)

Project Description: Senior Recreation Program (Public Service)

City of Parkland

CDBG Fund Allocation: \$39,032

Project Description:

CDBG Funds in the amount of Thirty-Nine Thousand Thirty-Two Dollars (\$39,032) provided under the Agreement shall be used by City to provide a senior recreation program ("Program") addressing the physical, social, intellectual, and cultural needs of a minimum of one hundred ten (110) senior residents, 62 years of age and older, residing in the City. City shall develop Project services and activities appropriate and necessary for City's senior residents. CDBG Funds shall be utilized for contracted services, travel, supplies, and procurement of liability insurance for the Project. A portion of the City's liability insurance covers all those who participate in our senior programs. The services and activities shall be pre-approved by the County prior to Program implementation.

City shall be responsible for determining eligibility of the participants. City shall provide activities for the senior residents including, but not limited to, field trips and in-class programs every month with knowledgeable instructors presenting a wide range of topics to educate, engage, and motivate the target population. The Project will enable seniors to maintain a physically active, intellectually stimulating, and socially enriched lifestyle based upon their personal interests and abilities. City 's Parks and Recreation Senior Program Specialist shall direct the Project and supervise the instructors within City 's City Hall Activity Room, Parkland Recreation and Enrichment Center and/or the Parkland Library. The field trips shall be implemented by the City 's Parks and Recreation Senior Program Specialist.

City's Program Design is attached hereto as Attachment 1 to Exhibit A, solely for the purpose of providing a more comprehensive description of the overall program, in addition to the description provided in this Exhibit A.

CDBG HUD National Objective: 24 CFR Part 570.208(a)(2), Limited Clientele

ATTACHMENT 1 to EXHIBIT A PROGRAM DESIGN



Program Summary

The City of Parkland Senior Recreation Program ("Program") is designed to provide the senior citizens of Parkland (ages 62 and over), with a recreational, mature adult program consisting of two parts: field trip outings and classroom programs. The topics of these programs may coincide with one another. The classroom programs and field trip outings will be held every month.

Program Implementation Overview

The Senior Recreation Program is implemented by the City of Parkland's Parks and Recreation Department. The Senior Recreation in-class portion of the Program is conducted in the Parkland Recreation and Enrichment Center Activity Room and/or Parkland Library. The field trip portion is operated from the Parkland Recreation and Enrichment Center.

The Program has a Senior Program Specialist who monitors the implementation of the Senior Recreation Program. The Parks and Recreation Senior Program Specialist is responsible for confirming seniors' eligibility (by reviewing their identification), registering seniors for the Program, and monitoring the number of persons/households served, number of trips and classes taken, as well as ethnicity of all applicants as required for the purposes of submitting Quarterly Progress Reports to the County. Additional responsibilities of the Senior Program Specialist include: scheduling with the transportation company to lease a bus and driver in order to provide the necessary vehicle to travel to the proposed field trip locations, obtaining tickets and docent at the field trip location, providing an instructor for each of the classroom programs, providing a meeting location for the instructor and any support staff, and producing materials to market the Program. As part of the registration, for each applicant a copy of the identification is kept on file to track each of the applicant's use of the Program's services. The copy of the identification is kept in a locked cabinet for safety.

The City's Parks and Recreation Senior Program Specialist prepares the monthly reporting and grant reimbursement requests for the Program.

The field trips will include both educational and physical activity components. The field trip locations will be museums, golfing or/and exercise venues, as well as various botanical gardens located in the Broward, Palm Beach, and Miami/Dade counties.

Recipient Selection Criteria

The Program is made available to all eligible seniors, ages 62 and over, who reside in Parkland. An application and copy of the personal identification, to verify age and residency of the participants of the Program, is kept on file.

Program Marketing

The Program is marketed through the utilization of the following: flyers, announcements in the local magazine publications, City's newsletter, City's website, monthly e-blasts, and bulletin boards, and on the City's broadcast channel.

Schedule Field Trips/Classroom Activities Implementation

City shall submit billings only for the number of seniors who have attended the field trips. City shall provide a comprehensive attendance sheet clearly identifying the names and number of seniors in attendance at the field trip. The billings shall be submitted with backup documentation, showing the number of tickets purchased. The field trips include both educational material and physical activity. City shall hire guest speakers and instructors for in-house portion of the Project to provide educational classes.

Income Categories to be served

Low to Moderate Income. Limited Clientele. Seniors are presumed to be low-to-moderate income with a majority on a fixed income.

Applicant Processing and Verification

There is an application process for the City's Senior Recreation Program. The seniors may register at the Parkland Amphitheater. The participants fill out an application and present identification to verify age and residency.

Payment Disbursement

The City records and maintains file receipts, attendance, roster sheets, and trip confirmations. Funds are documented in the Program's monthly progress reports, and the portion of the project that is to be reimbursed to the City through the CDBG funding is documented in a monthly pay request.

EXHIBIT B

BUDGET

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

	Cost Category	(1) CDBG	(2) NON-CDBG	Total
A.	Personnel	-	\$5,200.00	\$5,200.00
B.	Fringe Benefits	-	\$1,000.00	\$1,000.00
C.	Travel	\$ 7,000.00	-	\$7,000.00
D.	Equipment	-	\$1,160.00	\$1,160.00
E.	Supplies	\$5,250.00	\$600.00	\$5,850.00
F.	Contractual Services	\$20,682.00	-	\$20,682.00
G.	Construction	-	-	-
Н.	Other	\$6,100.00	-	\$6,100.00
I.	Total	\$39,032.00	\$7,960.00	\$46,992.00

BUDGET NARRATIVE

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for both CDBG and Non-CDBG funding sources utilized in financing the Project.

CDBG Funds: \$ 39,032

<u>Travel</u> - City shall contract with a bus company to provide a driver and an approximately fifty-five (55) person capacity bus every month. - \$7,000

<u>Supplies</u> – City shall purchase supplies to administer three different art projects for the senior program. \$5,250

<u>Contractual Services</u> - City shall contract with a host destination site to include admission tickets and a docent on field trip outings. The field trips include both educational material and physical activity. The City shall hire guest speakers and

instructors for in-house portion of the Project to provide educational classes-\$20,682

<u>Other</u> - City shall purchase liability insurance required for the Project. This portion of the city's liability insurance covers all those who participate in our senior programs - \$6,100

Non-CDBG Funding Source(s): CITY - \$ 7,960

Personnel and Fringe - City shall provide City staff to manage and monitor the scheduling and marketing of the field trips and class programs. This amount includes a portion of a salary and fringe benefits: \$5,200 + \$1,000 = \$6,200.

Equipment - City shall provide a computer program to register the participants and screens, easels, chairs, and tables for the Project. Electricity, use of computers, and use of website are included. City shall also provide suitable space and use of existing resources to provide the Project. Use of the space to conduct the Project will be held approximately two (2) hours on a monthly basis throughout the term of the Agreement. Utilities and maintenance will also be provided: \$1,160.

Supplies - City shall provide snacks and refreshments during field trip outings and for the in-class portion of the Project: \$600.

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.

- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

<u>Fringe Benefit</u> costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

<u>Travel</u> costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

<u>Equipment</u> costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

<u>Material/Supplies</u> cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

<u>Subcontracts/Contractual Services</u> must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

<u>Consultant</u> agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

<u>Construction</u> costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

<u>Other</u> costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

<u>Leverage</u> is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
Schedule Field	October 1, 2020	September 15, 2021
Trips/Classroom Activities		
Market Program	October 1, 2020	September 30, 2021
Record Registration and Provide Activities for a minimum of 110 unduplicated Seniors	October 1, 2020	September 30, 2021
Administer, Collect, and Record Senior Surveys	October 1, 2020	September 30, 2021
Quarterly Progress Reports and Final Beneficiary Data Report	October 1, 2020	September 30, 2021

EXHIBIT D

QUARTERLY PROGRESS REPORT

Reporting Period:			
Date Report Prepared: _			
A. Project Information	n:		
Agency Name			
Person Preparing the			
Report			
Job Title			
Signature			
Project Name			
Project Start-Up Date			
Project Completion Date			
Amended Completion			
Date			
(if applicable)			
B.1 Project Cost			
-		Funds Expended to Date	Percentage
Total Project	\$	\$	%
CDBG Funds	\$	\$	%
Other Funding (specify source below)	\$	\$	%
B.2 Declaration of Age Program Income:	_	Changes	

B.3	Othe	r Grant Awards	
	Date(s): Dollar Am	ount(s):
	Fundi	ing Source(s): Funding (Contract Person(s):
B.4	Desc	ribe attempts to secure additional fu	nding:
B.5	Perce	ent of Project completed to date:	%
B.6	Antic	ipated Changes in Staffing:	
	1.	Office Hours:	· · · · · · · · · · · · · · · · · · ·
	2.	Resignations:	· · · · · · · · · · · · · · · · · · ·
	3.	Part-time or Full-time Employee(s):	
C.1		Project Description and Project Locaddress, general scope of work perfo	ation (if applicable, include homeowner's name ormed, and associated expenses):
C. 2.	Desc	ribe specific work tasks and status o	completed this quarter:
Work	Tasks	5	Status (i.e., underway, completed)

C.3. Describe success or problems encountered with the Project:

C.4. Anticipated problems or concerns with the Project. Please identify technical assistance needed and/or requested from Housing Finance and Community Redevelopment Division staff.

C.5. Anticipated advertisements and/or other contractual services. If so, has the Housing Finance and Community Redevelopment Division staff been advised and appropriate steps taken to assure compliance?

C.6. If applicable, please complete the information on the following Direct Benefit Form for all program participants.

Direct Benefit Form				
Public Service				
Accomplishments				
	Proposed			
Accomplishment Type	Units	Actual Units		
1 - People (General)				

Direct Benefit Data by Persons Race/Ethnicity

Race	Total	Hispanic/Latino
Totals		

Income Levels

	Total
Extremely Low (30%/or Below AMI)	
Low (31%/50% AMI)	
Moderate (51%-80% AMI)	
Non-Low/Moderate (Above 80% AMI)	
Totals	
Percent Low/Mod	

Public Services

Total Households Assisted:	

Of the Total Households, Number of:

	Number of
	Households
With New or Continuing Access to a Service or Benefit	
With Improved Access to a Service or Benefit	
Receive a Service or Benefit that is No Longer	
Substandard	
Total	

For all Public Service Activities please provide a list of numbered unduplicated Program Participants on a separate page. The list should provide at a minimum, each participant's full name, address, city and age as well as funding year, subrecipient's name, program name, and date the participant registered for the program. Please sort by month of registration. Do not send copies of IDs. Keep copies of IDs for your records.

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D. Program Objectives

* Work Tasks	Projected Yearly Total/ Performance	Quarterly Progress	Progress Yr-To-Date	Supporting Documentation
Schedule Field Trips/Classroom Activities	12 (generally, on a monthly basis)			Reservations and bus confirmations
Market Program	12 (generally, on a monthly basis)			Field trip and class program flyers and advertisements on City's website
Record Registration and Provide Activities for a minimum of 110 unduplicated seniors	110			Roster, attendance sheets, and registration forms
Administer, Collect, and Record Senior Surveys	110			Surveys and Results
Quarterly Progress Reports and Final Beneficiary Data Report	12			Reports and invoices with supporting documentation

^{*} Work Tasks as listed in Exhibit C (Project Timeline) of the Agreement.

EXHIBIT E REQUEST FOR PAYMENT

Community Development Block Grant Program 46th Year Program

Contract Period: to			
1. Project Name:			
2. Organization:	Telephone	Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expende		lling:	
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)			
Wasseless Names	Invoice #	Baradatian at Canaia	A
Vendor Name	(If Applicable)	Description of Service	Amount
O Contification	Т	otal Request for Reimburse	ment \$
8. Certification:	s hilling are correct	and just and are based upon ol	nligation(s) of recor
for the Project; that the work			
Agreement, including any amen			
the Agreement for the Project a	e satisfactory and a	re consistent with the amount	billed.
Signature and Title of Authorized Officia	Date		



CITY OF PARKLAND

AGENDA SUMMARY

Meeting: Wednesday, November 18, 2020 Agenda Item: 8.C

RESOLUTION: 2020-074 Consent Agenda

SHORT TITLE: Approving Utility Easement for NSID

SUBMITTED BY:Enelise MichaelsMEETING GROUP:City CommissionORIGIN OF REQUEST: Other

STAFF RECOMMENDATION

Staff recommends approval.

STRATEGIC PLAN

Strategy: Quality of Life Experiences Goals & Actions by Strategy: Other

BACKGROUND & PURPOSE

The residential property at 9115 Ranch Road is currently under construction and not adjacent to any public sewer facilities. A septic system would be required to be installed in order to service the single family home.

The engineer of record for the residential property approached City staff last year regarding the possibility of the City providing a utility easement along the eastern boundary of the City property located at 9100 Ranch Road (Liberty Park) to North Springs Improvement District (NSID) in order to extend the existing NSID sewer facilities from Holmberg Road to Ranch Road. The property owner will be responsible for all costs associated with the design, permitting and construction of the facilities, as well as costs associated with the easement dedication process.

Staff previously brought this request as a discussion item on the December 4, 2019 Commission meeting and received concurrency from the Commission to grant the easement. Staff is recommending approval of the Utility Easement along the eastern boundary of Liberty Park as shown on Exhibit "A" to allow for NSID maintenance and access of the sewer facilities once installed.

FISCAL IMPACT

n/a

EXPIRATION OF CONTRACT

n/a

1 2

49
50 the
51 toge
52 app

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, APPROVING A UTILITY EASEMENT ALONG THE EAST BOUNDARY OF LIBERTY PARK FOR THE NORTH SPRINGS IMPROVEMENT DISTRICT TO EXTEND SEWER FACILITIES FROM HOLMBERG ROAD TO RANCH ROAD; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE EASEMENT AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Parkland ("City") is the owner of certain real property located in Broward County, Florida, more particularly shown on the attached Exhibit "A" (the "Easement Property"); and

WHEREAS, the property owner at 9115 Ranch Road desires to install gravity sewer lines and manholes (the "Facilities") along the Easement Property in order to connect to the existing sewer main located along Holmberg Road; and

WHEREAS, pursuant to City Resolution No. 2002-07, the City approved an Operation and Maintenance Agreement between the City and North Springs Improvement District ("NSID"), said agreement being recorded in the public records of Broward County, Florida, at Official Records Book 32812, Page 0230 (the "O&M Agreement"); and

WHEREAS, pursuant to the O&M Agreement, NSID is responsible for providing potable water and wastewater services to the community known as the Ranches within the City, and NSID is further responsible to operate and maintain the potable water and wastewater facilities within the Ranches; and

WHEREAS, NSID will be responsible for the maintenance of the Facilities once installed and requires that a utility easement (the "Utility Easement") be granted at the Easement Property, as shown on Exhibit "A", to secure access for the installation and maintenance of the Facilities; and

WHEREAS, the City Commission finds that approval of the Utility Easement and this Resolution is in the best interest and welfare of the residents of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:

Section 1. The foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby incorporated herein. All exhibits attached hereto are hereby incorporated herein.

Section 2. The City Commission of the City of Parkland hereby approves the Utility Easement, in substantially the form attached hereto as Exhibit "A", together with any non-substantial changes acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

54 55	Section 3. The appropriate City Officials are hereby authorized and	
	directed to execute the necessary documents to effectuate the purpose and	
56	intent of the Resolution.	
57		
58 59	Coation 4 All resolutions or ments of resolutions in conflict honowith one	
59 60	<u>Section 4.</u> All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.	
61	nereby repeated to the extent of such confinct.	
62	Section 5. If any clause, section, other part or application of this	
63	Resolution is held by any court of competent jurisdiction to be	
64	unconstitutional or invalid, in part of application, it shall not affect the	
65	validity of the remaining portions or applications of this Resolution.	
66	variately of the femaliting potetions of applications of this resolution.	
67	Section 6. This Resolution shall become effective immediately upon	
68	adoption.	
69	1	
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71	PASSED AND ADOPTED THIS 18th DAY OF November, 2020.	
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74	CITY OF PARKLAND, FLORIDA	
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77		
78	RICHARD W. WALKER	
79	MAYOR	
80	ATTEST:	
81		
82		
83		
84	ALYSON MORALES, CMC	
85	CITY CLERK	

EASEMENT

This Easement (the "Easement") is made this day of _______ 2020, by the CITY OF PARKLAND, a Florida municipal corporation (the "City"), whose address is 6600 University Drive, Parkland, Florida 33067 to and in favor of the NORTH SPRINGS IMPROVEMENT DISTRICT, a special purpose taxing district organized under the laws of the Florida (the "District"), whose address is 10300 NW 11th Manor, Coral Springs, Florida 33071.

RECITALS:

WHEREAS, the City is the owner of that certain real property located in Broward County, Florida, more particularly described on <u>Exhibit "A"</u> attached hereto and made a part of this Easement (the "Easement Property"); and

WHEREAS, pursuant to City Resolution No. 2002-07, the City approved an Operation and Maintenance Agreement between the City and District, said agreement being recorded in the public records of Broward County, Florida, at Official Records Book 32812, Page 0230 (the "O&M Agreement"); and

WHEREAS, pursuant to the O&M Agreement, the District is responsible for providing potable water and wastewater services to the community known as the Ranches within the City of Parkland, and the District is further responsible to operate and maintain the potable water and wastewater facilities installed within the Ranches; and

WHEREAS, the City wishes to grant an easement for utilities and vehicular and pedestrian ingress and egress over, under, across and upon the Easement Property, so that the District can install and maintain gravity sewer lines; and

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars in hand paid by the District to the City and other good and valuable consideration, the receipt and sufficiency of which the City hereby acknowledges, the City agrees as follows:

- Grant of Easement. The City does hereby grant and convey to Grantee a non-exclusive easement over, under, across and upon the Easement Property for the purpose of:
 - 1.1 Constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting water transmission and distribution facilities and all appurtenances and/or equipment associated therewith, and/or sewage transmission and collection facilities and all appurtenances and/or equipment associated therewith, and/or any and all drainage facilities all as may be required by the City.
 - 1.2 Vehicular and pedestrian ingress and egress to the Easement Property for the purposes outlined in this Section.
- 2. Use of Easement. The District shall have the right to do those things reasonably necessary, useful or convenient for the purposes outlined in Section 1 of this Easement. The District_shall not commit any waste upon the Easement Property, nor permit the occurrence of any nuisance thereon, nor use the Easement Property for any purpose other than the permitted and intended uses set forth herein, nor use or permit any use of the Easement Property, which is improper, offensive, or contrary to ordinance, rule or regulation.
- 3. Repairs and Maintenance in Easement. The District shall only be responsible for damages to City property or improvements within the Easement, including but not limited to sidewalks, pavement, shrubbery, landscaping, or signage, to the extent caused by the District, its employees, contractors or agents in carrying out the purposes of this Easement. The District shall, after the completion of any maintenance or repairs to the District facilities within the Easement, restore any damage to the Easement Property damaged by District, agents or contractors, to as good or better a condition than previously existed. The District shall maintain the District facilities in a good state of repair. The District shall undertake any repair, construction, and maintenance activities in compliance with all applicable laws related to tree preservation.
- Coordination of Work in Easement. Except in the case of emergency repairs, the District, when undertaking or contracting for repairs or maintenance, shall coordinate all such

work with the City in good faith and with reasonable effort to minimize both damage to all permanent improvements and disruption of operations of the system. In any event, the District shall act in good faith and make all reasonable efforts to minimize disruption to the operations of the City road right-of-way wherein the majority of the Easement lies.

- 5. <u>Liens.</u> The District agrees to promptly pay all contractors employed by the District, its agents or employees, to complete any necessary maintenance, repairs or other work associated with District facilities in the Easement Property and shall not allow any mechanics' lien or judgment resulting from such work to attach to all or any portion of the Easement Property. If District fails to remove any such lien or judgment by bonding same or otherwise within thirty (30) days from the date the District receives notice of such lien or judgment, the Grantor may take any or all action as may be necessary or appropriate to bond or otherwise remove said lien or judgment of record, the District shall thereafter pay the City all reasonable costs incurred by reason thereof, to the extent permitted by Florida law, including, without limitation, reasonable attorneys' fees within thirty (30) days following the City's written demand therefor.
- Perpetual Duration. This Easement shall be perpetual in duration, and shall not be changed, altered or amended except by a written instrument executed by the City and Grantee or their respective heirs, successors or assigns.
- 7. Covenants of the City. The City hereby warrants and covenants that:
 - 7.1 The City is the owner of fee simple title to the Easement Property.
 - 7.2 The City has full right and lawful authority to grant and convey this Easement to the District.
 - 7.3 The District shall have quiet and peaceful possession, use, and enjoyment of this Easement.
- 8 Remedies for Breach. The City and District shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including, without limitation, the right to sue for damages for breach or for conjunction or specific performance.
- Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and inuring to the benefit of the City and District, as the case may be, and their respective heirs, successors and/or assigns, including, without limitation, all subsequent owners of the Easement Property and all persons claiming by, through and under them.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has executed and delivered this Grant of Easement on the day and year written in the first paragraph of this Easement.

Witnesses:	CITY OF PARKLAND
Print Name:	Print Name:
Print Name:	
STATE OF FLORIDA))ss
COUNTY OF BROWARD)
The foregoing instrument was acknowled	dged before me this day of, 2020, by
Florida municipal corporation, on behalf known to me or produced	of the CITY OF PARKLAND, a fof the CITY OF PARKLAND. He/She is personally as identification and who did (not) take an oath.
	NOTARY PUBLIC, State of Florida
My Commission Expires:	Print Name:
[NOTARY SEAL]	

Approval and Acceptance of Easement

North Springs Improvement preceding Easement.	ent District hereby accepts and approves the provisions of the
ATTEST:	NORTH SPRINGS IMPROVEMENT DISTRICT By:
STATE OF FLORIDA)
COUNTY OF BROWARD)ss)
me, an officer duly authorized personally appeared VIOCY DISTRICT, and who are	knowledged before me thisday of2020, before in the State and County aforesaid to take acknowledgements,
Notary Public Sta Brenda J Richa My Commission (Expires 11/01/20)	ord Scientific Scienti
My Commission Expires:	Print Name: French Richard

[NOTARY SEAL]

NOTES

- 1. THIS SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OR DIGITALLY ENCRYPTED SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
- 2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF SECTION 4, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BEARING S00°53'08'E.
- 4. THE 'DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
- 5. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

DESCRIPTION

THE EAST 10 FEET OF THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 3, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, AND A PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 4, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, SAID PORTIONS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER (SE 1/4) OF SECTION 4; THENCE SOUTH 00° 53'08"EAST (BEARINGS ARE RELATIVE TO STATE PLANE COORDINATES AS SHOWN ON STONER/KEITH RESURVEY OF A PORTION OF TOWNSHIP 47 SOUTH, RANGE 41 EAST, ALL OF TOWNSHIP 48 SOUTH, RANGE 41 EAST, & ALL OF TOWNSHIP 49 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN MISCELLANEOUS PLAT BOOK 3 AT PAGE 44 OF THE PUBLIC RECORDS OF SAID BROWARD COUNTY), ALONG THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HOLMBERG ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 1378 AT PAGE 586 OF SAID PUBLIC RECORDS; THENCE NORTH 89° 51'35" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 138.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF HOLMBERG ROAD (REALIGNED) AS DESCRIBED IN OFFICIAL RECORDS BOOK 16006 AT PAGE 545 OF SAID PUBLIC RECORDS AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 2351.83 FEET AND TO SAID POINT A RADIAL LINE BEARS NORTH 17 44'00"EAST; THENCE SOUTHEASTERLY, ALONG SAID CURVE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 03' 36'13", A DISTANCE OF 147.91 FEET TO SAID EAST LINE OF SECTION 4 AND THE WEST LINE OF SAID SECTION 3; THENCE CONTINUE SOUTHEASTERLY, ALONG SAID CURVE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 15' 23'48", A DISTANCE OF 631.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2231.83 FEET; THENCE SOUTHEASTERLY, ALONG SAID CURVE ON SAID NORTHERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 12° 16' 45", A DISTANCE OF 478.31 FEET; THENCE NORTH 00° 07' 24" EAST, NON-TANGENT TO SAID CURVE, A DISTANCE OF 595.82 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF HOLMBERG ROAD; THENCE NORTH 89° 52' 36"WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ITS WESTERLY PROLONGATION, A DISTANCE OF 963.88 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN BROWARD COUNTY, FLORIDA. CONTAINING 5936 SQUARE FEET, MORE OR LESS.

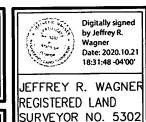
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CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

EXHIBIT A
SEWER EASEMENT
SKETCH OF LEGAL DESCRIPTION

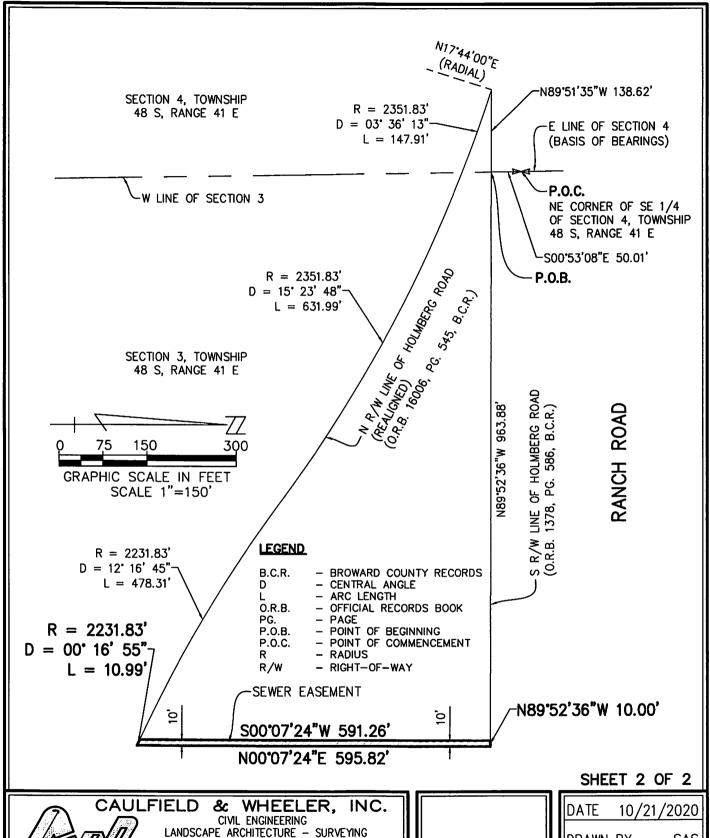


STATE OF FLORIDA

..B. 3591

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BY	SAS
G.	N/A
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	BY PG.

SHEET 1 OF 2





7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452 DATE 10/21/2020

DRAWN BY SAS

F.B./ PG. N/A

SCALE 1"=150'

JOB NO. 8567

NOTES

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SAID LANDS LYING IN BROWARD COUNTY, FLORIDA. CONTAINING 5936 SQUARE FEET, MORE OR LESS.

8567 SEWER ESMT.dwg



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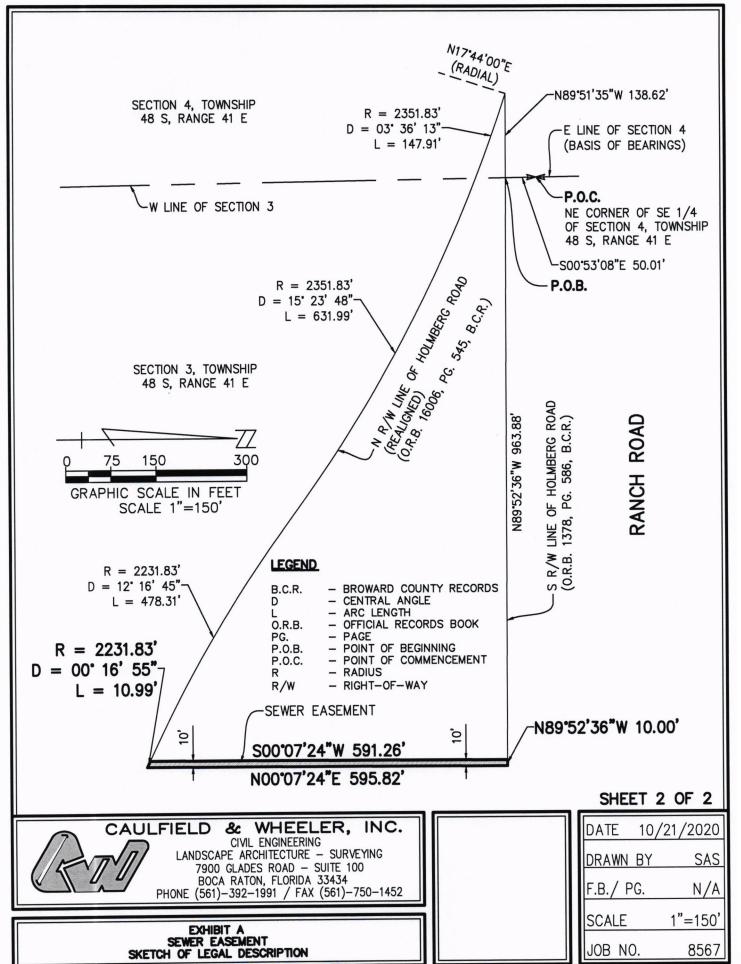
EXHIBIT A
SEWER EASEMENT
SKETCH OF LEGAL DESCRIPTION

Digitally signed by Jeffrey R. Wagner Date: 2020.10.21 18:31:48-04'00'

JEFFREY R. WAGNER REGISTERED LAND SURVEYOR NO. 5302 STATE OF FLORIDA L.B. 3591

SHEET 1 OF 2

DATE 10/2	1/2020
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	N/A
JOB NO.	8567





CITY OF PARKLAND

AGENDA SUMMARY

Meeting: Wednesday, November 18, 2020 Agenda Item: 8.D

RESOLUTION: 2020-070 Consent Agenda

SHORT TITLE: Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services - Piggyback

SUBMITTED BY: Bill Evans

MEETING GROUP: City Commission ORIGIN OF REQUEST: Staff

STAFF RECOMMENDATION

Staff is recommending approval to piggyback the National IPA Contract No. 2017025 for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and authorize expenditures not-to-exceed \$62,987 to Hector Turf.

STRATEGIC PLAN

Strategy: Effective & Efficient Government

Goals & Actions by Strategy: Improve and enhance the City's Infrastructure

BACKGROUND & PURPOSE

Contract No. 2017025 for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services was competitively solicited by the City of Mesa, AZ, through Request for Proposal (RFP) No. 2017025, allowing the National IPA and other authorized purchasing entities, like the City of Parkland (City), to become a participating entity.

The contract was awarded to The Toro Company (Toro) for a term of five years, beginning on April 1, 2017 and ending on March 31, 2022, with the option to renew the contract for two, one-year periods.

The contract provides a source to the City for a complete and comprehensive offering of wholesale Sports Fields and Grounds Equipment, Golf Course Maintenance Equipment, Related Equipment Parts, Used Equipment and Balance of Line to include: Golf Irrigation, Residential Commercial Irrigation, Landscape Contractor, Site Works Systems and Boss Snow Removal Equipment Lines.

The City of Parkland Public Works Department is requesting approval for the purchase of a Toro Reelmaster through the National IPA Contract # 2017025 in an amount of \$47,987 and an additional \$15,000 for miscellaneous repair parts, as needed, for a total not-to-exceed amount of \$62,987.

The above listed equipment is necessary in order to deliver on the increased level of services within the Public Works Department. The equipment and miscellaneous repair parts have been approved as part of the Fiscal Year 2021 Capital Replacement and Park Maintenance Funds.

The City's Procurement Code, Section 2-143.9.(3) Exempt Purchases, states the City may "piggyback" any currently authorized government agencies and/or not for profit purchasing cooperative contract; and the Code further requires the City Commission to approve contracts exceeding \$50,000 per annum or \$150,000 on a multi-year basis.

Some of the benefits of the National IPA contract include discount off Toro Commercial on the following Toro.

equipment:

- Sports Fields and Grounds Equipment 21.8% off current year MSRP
- Related Equipment Parts up to 50% off list

Hector Turf is the authorized local Toro Commercial distributor.

The decision to piggyback the agreement is in the best interest of the City for its value and accessibility.

City staff will ensure that all purchases are in compliance with the terms, conditions and pricing contained in the National IPA contract No. 2017025.

FISCAL IMPACT

The financial impact is not-to-exceed \$62,987 which was budgeted as part of the Fiscal Year 2021 Capital Replacement and Park Maintenance Funds.

EXPIRATION OF CONTRACT

n/a

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A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, APPROVING THE PIGGYBACK OF THE NATIONAL IPA CONTRACT NO. 2017025 FOR GROUNDS EQUIPMENT, **MAINTENANCE** PARTS, ACCESSORIES, SERVICES, AND SUPPLIES, RELATED AUTHORIZING EXPENDITURES NOT-TO-EXCEED \$62,987 TO HECTOR TURF; PROVIDING FOR EXECUTION, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Parkland (City) desires to piggyback of the National IPA Contract No. 2017025 for Grounds Maintenance Equipment, Parts, Accessories, Supplies, and Related Services; and

WHEREAS, in accordance with City Ordinance Code Sec. 2-143.9.(3) - Exempt Purchases, states the City may "piggyback" any currently authorized government agencies and/or not for profit purchasing cooperative contract; and the Code further requires the City Commission to approve contracts exceeding \$50,000 per annum or \$150,000 on a multi-year basis: and

WHEREAS, the contract was competitively solicited by the City of Mesa, AZ, through Request for Proposal (RFP) No. 2017025, allowing the National IPA and other authorized purchasing entities, like the City of Parkland, to become a participating entity; and

WHEREAS, the contract is effective from April 1, 2017 through March 31, 2022; and

WHEREAS, City Staff is requesting approval to piggyback the National IPA contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services through the authorized local distributor, Hector Turf; and

WHEREAS, City Staff has identified the need for a Toro Reelmaster in an amount of \$47,987 and an additional \$15,000 for miscellaneous repair parts, as needed, for a total not-toexceed amount of \$62,987; and

WHEREAS, the not-to-exceed amount of \$62,987 was approved as part of the Fiscal Year 2021 Capital Replacement and Park Maintenance Funds; and

WHEREAS, the City Commission hereby determines it to be in the best interest of the residents of the City of Parkland to approve the piggyback of the National IPA contract to the awarded vendor, Hector Turf, Inc., for the purchase of a Toro Reelmaster.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, THAT;

SECTION 1. The foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby incorporated herein.

SECTION 2. The City Commission of the City of Parkland hereby approves the piggyback of the National IPA Contract No. 2017025 for the purchase of a Toro Reelmaster in an amount of \$47,987 and an additional \$15,000 for miscellaneous repair parts, as needed, for a total not-to-exceed amount of \$62,987.

PASSED AND ADOPTED THIS 18th I	DAY OF November, 2020.
CITY OF PARKLAND, FLORIDA	
	RICHARD W. WALKER
	MAYOR
ATTEST:	
ALYSON MORALES, CMC	
CITY CLERK	



Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment Executive Summary

Lead Agency: City of Mesa, AZ Solicitation: RFP#2017025

RFP Issued: October 25, 2016 **Pre-Proposal Date:** November 15, 2016

Response Due Date: December 14, 2016 Proposals Received: 3

Awarded to:



The City of Mesa, AZ Purchasing Division issued RFP#2017025 on October 25, 2016, to establish a national cooperative contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment.

The solicitation included cooperative purchasing language in the Scope of Work, #2 National Contract:

NATIONAL CONTRACT: The City of Mesa, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA) to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa, AZ website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deservet News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- The Herald News, IL

On December 14, 2016 proposals were received from the following offerors:

- Jacobsen Textron Company
- Harper Industries, Inc
- The Toro Company

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with the Toro Company. The City of Mesa, AZ, National IPA and the Toro Company successfully negotiated a contract and the City of Mesa, AZ executed the agreement with a contract effective date of April 1, 2017.

Contract includes: Sports Fields and Grounds Equipment, Golf Course Maintenance Equipment, Related Equipment Parts, Used Equipment and Balance of Line to include: Golf Irrigation, Residential Commercial Irrigation, Landscape Contractor, Site Works Systems and Boss Snow Removal Equipment Lines.

Value Added Services: Used Equipment, Financing Options and Smart Value Program volume incentive program.

Term:

Five year agreement beginning April 1, 2017 and ending March 31, 2022. Two (2) annual renewals are available through March 31, 2024.

Pricing/Discount:

Discount off Toro MSRP. Serviced and supported by local Toro distributors/dealers.

National IPA Web Landing Pages: www.nationalipa.org/Vendors/Pages/TheToroCompany.aspx

Toro Company Pricing

The award provides discount off Toro's current year MSRP on the following Toro equipment:

- Commercial Sports Fields, Grounds and Golf Course Maintenance Equipment
 21.8% off current year MSRP
- Related Equipment Parts up to 50% off
- Used Equipment dependent on age, hours and condition
- Golf Irrigation Wholegoods, Accessories and Attachments 40% off
- Residential Commercial (ResCom) Irrigation Wholegoods, Attachments and Accessories 40% off
- Irritrol Irrigation Wholegoods, Attachments and Accessories 40% off
- Rainmaster Irrigation Wholegoods, Attachments and Accessories 17%-30% off
- Sentinel Irrigation Wholegoods 30% off
- Residential Landscape Contractor Equipment (LCE) Wholegoods, Attachments and Accessories 27% off
- Residential Landscape Contractor SNOW Equipment (LCE SNOW) and Attachments 20% off
- Site Works Systems (SWS) Equipment Wholegoods, Attachments and Accessories 17% off
- Boss Equipment, Attachments and Accessories 25% off
- Ventrac Wholegoods, Attachments and Accessories 12% off
- Allied Products Provided by Third Party not to exceed list price

Smart Value Program:

In addition to the discount off of Toro's Commercial list price, this agreement offers the Smart Value Program, a volume incentive program. This program provides the customer with a level of dollars available to be used to purchase additional whole goods, accessories, attachments, parts or extended warranty based on the volume of purchase.

For additional information, contact your local Toro Commercial distributor. To find your local distributor, <u>click here</u>.



1301 N.W. THIRD STREET • DEERFIELD BEACH, FL 33442 (954) 429 – 3200 • FAX (954) 725-6701

E-mail: rspallino@cityofparkland.org

October 9, 2020

Mr. Rich Spallino City of Parkland 6600 University Drive Parkland, FL 33067

Dear Mr. Spallino:

We are pleased to offer the enclosed quotation for your consideration.

The enclosed quotation is based upon your acceptance within thirty (30) days from the date of this letter and is subject to manufacturer's availability and Florida State Sales Tax (if applicable). Our terms of sale are Cash on Delivery or upon credit approval, Net 10 days. Credit card payment will not be accepted for equipment.

Thank you for the opportunity to provide you a quotation. If you have any questions or require additional information, please contact me at (954) 429-3200 ext. 310. We appreciate your interest and look forward to doing business with you.

Sincerely,

HECTOR TURF

Jason DuPree

Account Representative Government and Municipals



1301 N.W. THIRD STREET • DEERFIELD BEACH, FL 33442 (954) 429 – 3200 • FAX (954) 725-6701

Quotation Provided for City of Parkland October 9, 2020

Qty.	Model #	Description	Extension	
1 ea	03821	Toro Reelmaster 3575-D with:	\$46,093.00	\$46,093.00
		- 24.8 HP Diesel Engine		
		- 100" Cutting Width		
		- 2 Year Limited Warranty		
5 ea	03639	8 Bladed Cutting Unit	\$3,617.00	\$18,085.00
1 ea	03405	Weight Kit (kit of 5)	\$573.00	\$573.00
1 ea	30669	Universal Mount Sunshade	\$751.00	\$751.00
3 ea	03415	Flexible Grass Basket	\$509.00	\$1,527.00
2 ea	03416	Compact Flexible Grass Basket	\$509.00	\$1,018.00
1 ea	127-8562-03	Reduced Width Step Kit \$165.02		\$165.02
			\$68,212.02	
		National IPA Contract Disc	(14,870.22)	
			\$53,341.80	
		*Demo Unit Additi	(5,354.52)	
			Total	\$47,987.28

Pricing per National IPA Contract# 2017025

http://www.nationalipa.org/Vendors/Pages/TheToroCompany.aspx

Provided by: Jason DuPree

(954) 429-3200



CITY OF PARKLAND

AGENDA SUMMARY

Agenda Item: 9.A

CONSIDERATION

SHORT TITLE: Selection of Vice Mayor

Meeting: Wednesday, November 18, 2020

SUBMITTED BY: Alyson Morales **MEETING GROUP:** City Commission

ORIGIN OF REQUEST: City Commission

STAFF RECOMMENDATION

Direction from the City Commission regarding appointment of Vice Mayor.

STRATEGIC PLAN

Strategy: Policy Leadership

Goals & Actions by Strategy: N/A

BACKGROUND & PURPOSE

As outlined in the City of Parkland's ("City") Charter, Section 3.07 - Presiding Officer, the Mayor shall serve as the presiding officer of the Commission and shall be entitled to vote similarly to any of the Commissioners. The Mayor shall execute all documents on behalf of the City. The Vice Mayor shall preside at all meetings in the absence of the Mayor. The Mayor and Vice Mayor shall perform such other duties as authorized by the City Commission.

The Vice Mayor is nominated, and appointed by a majority vote of the City Commission, to serve in such position for one year.

Commissioner Robert "Bob" Mayersohn served in the position for the last year.

FISCAL IMPACT

n/a



CITY OF PARKLAND

AGENDA SUMMARY

Meeting: Wednesday, November 18, 2020 Agenda Item: 9.B

ORDINANCE: 2020-003 Regular Agenda, Second Reading

SHORT TITLE: Comprehensive Plan Amendments; Second Reading

SUBMITTED BY: Michele Mellgren

MEETING GROUP: City Commission ORIGIN OF REQUEST: Staff

STAFF RECOMMENDATION

Staff recommends approval

STRATEGIC PLAN

Strategy: Effective & Efficient Government

Goals & Actions by Strategy: Maintain a safe community

BACKGROUND & PURPOSE

In the City's best interest, the Planning and Zoning Department is proposing several amendments to the City of Parkland Comprehensive Plan. The amendments include proposed changes to the Future Land Use Element, Transportation Element, Intergovernmental Coordination Element, and Capital Improvements Element; and the creation of a new Public School Facilities Element. Proposed changes ensure the City of Parkland Comprehensive Plan remains compliant with the Broward County Comprehensive Plan, the Third Amended and Restated Interlocal Agreement (TRILA) for Public School Facility Planning and Florida's statutory requirements for Comprehensive Plans.

Public Hearings

Planning and Zoning Board (March 12, 2020) - Board member David Ofstein made a motion to approve Ordinance 2020-003. Board member Neil Vogel seconded the motion. Board approved unanimously (7-0).

FISCAL IMPACT

n/a

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ORDINANCE NO. 2020-003

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AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, AMENDING THE CITY OF PARKLAND COMPREHENSIVE PLAN WITH REVISIONS TO THE FUTURE LAND USE ELEMENT TO **MAINTAIN** WITH CONSISTENCY THE **BROWARD COUNTY** COMPREHENSIVE PLAN TRANSPORTATION ELEMENT TO SUPPORT COMPLETE STREETS: CAPITAL IMPROVEMENTS ELEMENT TO REMAIN COMPLIANT WITH FLORIDA LAWS THAT REQUIRE AN ANNUAL UPDATE TO THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN, AND TO ESTABLISH COMPLIANCE WITH THE PROVISIONS OF THE THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT (TRILA) FOR PUBLIC SCHOOL FACILITIES ELEMENT TO IMPLEMENT THE TRILA; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR TRANSMITTAL OF THE ADOPTED AMENDMENTS TO THE COUNTY **BROWARD PLANNING** COUNCIL RECERTIFICATION; **PROVIDING FOR CONFLICTS**; PROVIDING FOR SEVERABILITY' AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the City Commission of the City of Parkland adopted Ordinance 2018-019 on April 3, 2019, updating the Planned Residential and Planned Commercial development regulations within the City; and

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WHEREAS, the City Commission of the City of Parkland wishes to amend the Future Land Use Element of the adopted City of Parkland Comprehensive Plan to reflect the new Planned Residential and Commercial Development regulations; and

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WHEREAS, the Broward County Board of County Commissioners adopted the BrowardNEXT Broward County Comprehensive Plan on March 28, 2019; and

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WHEREAS, the Broward County Comprehensive Plan is effective county-wide, and the comprehensive plans of all Broward County municipalities must be consistent with the Broward County Land Use Plan (BCLUP); and

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WHEREAS, the City Commission of the City of Parkland wishes to amend the Future Land Use Element of the adopted City of Parkland Comprehensive Plan ("Comprehensive Plan") to maintain consistency with the BrowardNEXT Broward County Comprehensive Plan, including the BCLUP; and

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WHEREAS, the City Commission of the City of Parkland approved Resolution 2017-97 on November 1, 2017 in support of the Third Amendment to the Interlocal Agreement for Public School Facility Planning, which revised the level of service standard for measuring school capacity; and

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WHEREAS, the Third Amended and Restated Interlocal Agreement (TRILA) for Public School Facility Planning became effective on May 29, 2018 after receiving approval from the Broward County School Board, Broward County and 22 municipalities; and

Formatting key: Strikethrough represents deleted text, and underline represents added text.

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WHEREAS, the City Commission of the City of Parkland wishes to amend the Capital Improvements Element of the adopted City of Parkland Comprehensive Plan to include the fiveyear capital improvement plan, pursuant to Chapter 163.3177, F.S.; and

amendments to the Intergovernmental Coordination Element and to establish compliance with

the provisions in the TRILA, including adoption by reference of the Broward County Public

City of Parkland Comprehensive Plan to include a Public School Facilities Element and

Schools' District Education Facilities Plan; and

WHEREAS, the City Commission of the City of Parkland wishes to amend the adopted

WHEREAS, the Planning and Zoning Board recommended approval of the amendments to the Parkland Comprehensive Plan as set forth in this ordinance on March 12, 2020; and

WHEREAS, the City Commission following review and public hearings accepts such recommendations as set forth herein and finds them to be in the best interest of the citizens of the City of Parkland; and

WHEREAS, notice and hearing requirements have been duly satisfied, as required by Florida Statutes and City of Parkland Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:

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

Section 2. The Future Land Use Element, Intergovernmental Coordination Element, Transportation Element, and Capital Improvements Element of the Parkland Comprehensive Plan are hereby amended pursuant to Attachment "A", which is attached hereto and made a part hereof.

Section 3. The Comprehensive Plan is hereby amended to include the Parkland Public School Facilities Element, pursuant to Attachment "B", which is attached hereto and made a part hereof.

Section 4. The City Manager is hereby directed to transmit this amendment to the State Planning Agency in accordance with the procedures established in F.S. § 163.3184.

Section 5. The City Manager is hereby directed to apply to the Broward County Planning Council for recertification of the adopted amendment upon becoming effective.

Section 6. If any word, phrase, clause, sentence of this Ordinance if for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

All other Ordinances in conflict herewith are repealed to the extent of such Section 7. conflict.

This Ordinance shall take effect 31 days after the Florida Department of Section 8. Economic Opportunity (DEO) notifies the City that the plan amendment package is complete, unless timely challenged pursuant to Subsection 163.3184(5), F.S., in which case the Ordinance shall take effect on the date that the DEO or the Administration Commission enters a final order

Formatting key: Strikethrough represents deleted text, and underline represents added text.

106 107	determining the adopted amendment to be in compliance. Further, this Ordinance shall not take effect until the amendment is recertified by the Broward County Planning Council.			
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109	PASSED 1 ST READING THIS 19th DAY OF AUGUST, 2020.			
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111	ADOPTED ON 2 ND READING THIS 18th DAY OF NOVEMBER, 2020.			
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113	CITY OF PARKLAND, FLORIDA			
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117		RICHARD W. WALKER		
118		MAYOR		
119	ATTEST:			
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123	ALYSON MORALES, CMC			
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127	Approved as to form and legality			
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CITY ATTORNEY

Formatting key: Strikethrough represents deleted text, and underline represents added text.

9.B



Date: February 24, 2020 **Updated:** June 16, 2020

To: City of Parkland Planning and Zoning Board/LPA

From: Michele Mellgren, AICP, Planning Director

RE: Parkland Comprehensive Plan Amendments

Case # LUPA20-001

(Ordinance No. 2020–003)

BACKGROUND

In the City's best interest, the Planning and Zoning Department is proposing several amendments to the City of Parkland Comprehensive Plan. This memorandum provides a summary of proposed changes to the Future Land Use Element, Intergovernmental Coordination Element, Transportation Element, and Capital Improvements Element; and, the creation of a new Public School Facilities Element.

Future Land Use Element Amendment (FLUE)

Several FLUE amendments are proposed to reflect Broward County's new Comprehensive Plan, Broward NEXT and the provisions set forth in the County land use plan and Administrative Rules document.

Amendments proposed to accommodate BrowardNEXT will update all references to the County Plan, including specific policy numbers, Broward County department titles, and the insertion of the "BrowardNEXT" title where the old plan title is currently used. The Broward County minimum standard for platting has changed from five acres to ten acres.

The Parkland Future Land Use Map (FLUM) illustrates the city-wide land use plan, as certified by the Broward County Board of County Commissioners. The Parkland FLUE must address the future land use designations illustrated on the Parkland FLUM. As such, a FLUE text amendment is also proposed to correct a scrivener's error that incorrectly references the RR-10 FLUM designation as "R-10", which is not a future land use

designation in the City of Parkland. This error has been corrected to reflect RR-10 in the text to reflect the land use category on the Parkland FLUM.

Amendments are also proposed to address City Ordinance 2018-009, which was adopted to clarify the intent of certain development standards and address reoccurring issues in planned residential and planned commercial developments. The FLUE amendments proposed to reflect recent City of Parkland land development code changes include objectives and policies that support the minimum standards for planned developments, general community design regulations, and clubhouse and guardhouse requirements. The new amended objectives and policies for the updated standards are Policy 1.1.7, Objective 1.3, Policy 1.3.20, Policy 1.3.21, Policy 1.3.23, and Policy 1.3.24.

Public Schools Facilities Element (PSFE)

A new Element is proposed pursuant to the City Commission's agreement with the Broward County School Board; and, the City Commission's approval of the Third Amendment to the Interlocal Agreement for Public School Facility Planning (TRILA). The TRILA requires the parties of the agreement to adopt stated provisions for school concurrency, level of service measurement, approval processes, student generation rates, mitigation approval, and the School Board's capital plan into the local Comprehensive Plan and Land Development Code. The proposed new element is needed to comply with the TRILA.

Intergovernmental Coordination Element Amendment (ICE)

Minor editing changes have been made to the element to provide agency name corrections, and to reference the TRILA.

Capital Improvements Element Amendment (CIE)

Amendments to the CIE are proposed to update the adopted Parkland Five-Year Capital Improvement Plan; and, include the Broward County Public Schools Five-Year District Educational Facilities Plan (DEFP), pursuant to the TRILA.

Transportation Element (TE)

Two minor amendments to the TE are proposed for the Comprehensive Plan. The first amendment is proposed to reflect City of Parkland development standards in planned residential and planned commercial developments is as follows:

Policy 3.6.11: To preserve the City's parklike setting, the City shall encourage the use of Complete Streets principles in new roadway construction and upgrades to existing streets, by requiring the inclusion of bike lanes, sidewalks, street trees, and traffic calming techniques.

An additional amendment proposed in the TE revises Goal 3, as follows:

A SAFE, CONVENIENT, AND EFFICIENT MULTIMODAL TRANSPORTATION SYSTEM, WHICH MINIMIZES THROUGH-

TRAFFIC WITHOUT NEGATIVELY IMPACTING RESIDENTIAL DEVELOPMENT, SHALL BE AVAILABLE FOR ALL RESIDENTS AND VISITORS TO THE CITY; WHICH MINIMIZES THROUGH TRAFFIC WITHOUT NEGATIVELY IMPACTING RESIDENTIAL DEVELOPMENT.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Board/Local Planning Agency make a recommendation to the City Commission to **TRANSMIT** the Comprehensive Plan Amendments proposed for the FLUE, CIE, ICE, TE, and PSFE.

REQUIRED ACTION:

The Planning and Zoning Board must review the subject request and make a recommendation to the City Commission to **TRANSMIT** or **NOT TRANSMIT** the proposed Comprehensive Plan amendments proposed for the FLUE, CIE, ICE, TE; and, the creation of the PSFE.

ATTACHMENTS:

Ordinance No. 2020-003

Attachment A: Comprehensive Plan amendments (FLUE, CIE, ICE, TE)

Attachment B: Public School Facilities Element Data, Inventory and Analysis; Public School Facilities Element Goals, Objectives, and Policies

PUBLIC HEARINGS

Planning and Zoning Board (March 12, 2020) – Board Member David Ofstein motioned to approve Ordinance 2020-003. Board member Neil Vogel seconded the motion. Board approved unanimously (7-0).

Attachment A

of Ordinance 2020-003

CHAPTER ONE

FUTURE LAND USE ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL I GROWTH AND DEVELOPMENT IN PARKLAND SHALL BE PLANNED TO ACHIEVE A QUALITY COMMUNITY WHICH IS **SENSITIVE** TO THE **UNIQUENESS** CITY'S OF THE **ENVIRONMENT,** CONTINUES THE CITY'S UNIQUE CHARACTER, AND PROVIDES FOR THE FULL NEEDS OF ITS RESIDENTS.

1.1 Objective:

Future growth and development shall be managed through the implementation and enforcement of land development regulations in accordance with Chapter 163 F.S.

Review development permits on an ongoing basis to determine if those permits and their effects on the City's infrastructure are consistent with policies 1.1.1 through 1.1.3.

1.1.1 Policy:

Land development regulations shall, at a minimum:

- a) Regulate the subdivision of land;
- b) Regulate the use of land and water consistent with this Comprehensive Plan and ensure the compatibility of adjacent land uses and provide for open space;
- c) Protect the environmentally sensitive lands designated in the Conservation Element;
- d) Regulate areas subject to seasonal and periodic flooding and provide for drainage and storm water management, except in environmentally sensitive lands;
- e) Protect potable water wellfields and aquifer recharge areas;
- f) Regulate signage;
- g) Ensure safe and convenient on-site traffic flow and vehicle parking needs; and
- h) Provide that development orders and permits shall not be issued which result in a reduction of the level of services

for the affected public facilities below the level of service standards adopted in this Comprehensive Plan.

1.1.2 Policy:

In reviewing applications for development permits, the City shall consider all relevant factors, including but not limited to, consistency and compatibility with the Future Land Use Element of the Comprehensive Plan, together with all other Comprehensive Plan elements. The City shall also consider adjacent zoning, approved plats and existing land uses, including occupied residential areas.

1.1.3 Policy:

The City shall continually update land development regulations addressing signage to ensure such regulations are consistent with case law.

1.1.4 Policy:

The City shall ensure that all new development is compatible with the character of the City and with adjacent zoning, development and uses, and shall issue no development orders or permits deemed to be incompatible with the character of the City and with adjacent zoning, development and uses.

1.1.5 Policy:

The City shall maintain a balance of land designated for future planned uses that accommodates the medium projections as published by the Office of Economic and Demographic Research for at least a 10-year planning period.

1.1.6 Policy:

Land use shall be determined by a Future Land Use Map. (Map 1-7).

1.1.7 Policy:

The City shall regulate density and intensity of land uses as noted in Table 1-9, and "City of Parkland Land Use Categories" section of this element; and, the zoning standards and design regulations provided in the City of Parkland Land Development Code.

1.1.8 Policy:

The Pursuant to Chapter 163.3177 F.S., the City shall transmit plan amendments to the request courtesy review and technical assistance from the State for technical review of, as appropriate,

on plan amendments that may adversely impact important state resources and facilities. As appropriate, the City shall request a courtesy review for plan amendments that are not subject to the state coordinated review process (Chapter 380.06, F.S.).

1.1.9 Policy:

The City of Parkland shall adopt, amend, and enforce land development regulations that are consistent with, and implement the comprehensive plan, within one year after submission of the comprehensive plan or amended comprehensive plan pursuant to Section 163.3191, F.S.

Attachment: Attachments A & B - Comp Plan Amendments (Comprehensive Plan Amendments; Second Reading)

Map 1-7 Future Land Use

Table 1-8 Future Land Uses

Land Use Category	Residential Density (dwelling units per gross acre)	Building Coverage	Summary of Uses See "City of Parkland Land Use Categories" Section for more detail.
RESIDENTIAL			
ESTATE (E-0.4)	1 du/2.5 ac (0.4 du/ac) Maximum	Maximum 20%	Single-family homes; no clustering of residences, limited home occupations, parks (5 acres or less), new utilities (500 square feet or less); agricultural uses.
ESTATE (E-1)	1 du/ac Maximum	Maximum 20%	Single-family homes; no clustering of residences, limited home occupations, parks (5 acres or less), new utilities (500 square feet or less); agricultural uses.
R -0.5	1 du/ac (0.5 du/ac) Maximum	Maximum 20%	Single-family homes; no clustering of residences, limited home occupations, parks (5 acres or less), new utilities (500 square feet or less); agricultural uses.
R -1	1 du/ac Maximum	Maximum 25%	Single-family homes, townhomes, multifamily residences; limited home occupations; passive parks; active parks (10 acres or less.); community facilities (5 acres or less), agricultural uses; golf courses that are intended to be retained as permanent open space.
R-1.8	1.8 du/ac Maximum	Maximum 30%	Single-family homes, townhomes, multifamily residences; limited home occupations; passive parks; active parks (10 acres or less.); community facilities (5 acres or less), agricultural uses; golf courses that are intended to be retained as permanent open space.
R -2	2 du/ac Maximum	Maximum 30%	Single-family homes, townhomes, multifamily residences; limited home occupations; passive parks; active parks (10 acres or less.); community facilities (5 acres or less), agricultural uses; golf courses that are intended to be retained as permanent open space.

Land Use Category		Building Coverage	Summary of Uses See "City of Parkland Land Use Categories" Section for more detail.
R -2.5	2.5 du/ac maximum	Maximum 35%	Single-family homes, townhomes, multifamily residences; limited home occupations; passive parks; active parks (10 acres or less.); community facilities (5 acres or less), agricultural uses; golf courses that are intended to be retained as permanent open space.
R -3	3 du/ac maximum	Maximum 35%	Single-family homes, townhomes, multifamily residences; limited home occupations; passive parks; active parks (10 acres or less); community facilities (5 acres or less), agricultural uses; golf courses that are intended to be retained as permanent open space.
R-4	4 du/ac maximum	Maximum 35%	Single-family homes, townhomes, multifamily residences; limited home occupations; passive parks; active parks (10 acres or less.); community facilities (5 acres or less), agricultural uses; golf courses that are intended to be retained as permanent open space.
R -6	6 du/ac maximum	Maximum 40%	Single-family homes, townhomes, multifamily residences; limited home occupations; community facilities (5 acres or less), agricultural uses; golf courses that are intended to be retained as permanent open space.

<u>R</u> R -10	1⊕ du/ <u>10</u> ac maximum	Maximum 40%	Single-family homes, townhomes, multifamily residences; limited home occupations; passive parks; active parks (10 acres or less.); community facilities (5 acres or less), agricultural uses; golf courses that are intended to be retained as permanent open space.
RESIDENTIAL IRREGULAR			
IRREGULAR	3 du/ac maximum	Maximum 30%	Planned Unit Development, limited home occupations, passive parks; active parks (10 acres or less.); elementary, middle, or high schools. Maximum building height: 50 feet.
NON-RESIDENTIAL			
COMMUNITY FACILITIES	-	0.5 F.A.R.	Community facilities, including public and private schools, colleges and universities, day care centers, places of worship, hospitals, government administration buildings, police and fire protection stations libraries, courts, nursing homes, civic centers, park and recreation facilities, public maintenance; Streets, lakes, and canals, and accessory uses and facilities; Group home and residential care facilities subject to the provisions of the Broward County Land Use Plan; and Non-Residential Agricultural.
COMMERCIAL	-	0.5 F.A.R.	Neighborhood retail centers; Community retail centers; Office and business uses; Commercial uses; Hotels, motels and other tourist accommodations; Commercial recreation uses; Community facilities; Utilities, transmission lines, transportation and communication facilities; Non-residential agriculture, until converted to urban use; Streets, lakes, and canals; Accessory uses and facilities

COMMERCIAL/BUSINESS	-	0.5 F.A.R.	Buildings for offices such as administrative, professional, medical and business purposes; Banking and financial institutions; Educational, scientific and industrial research facilities, research laboratories, and medical or dental laboratories; Retail and commercial establishments, restaurants, personal services, hotels, motels, indoor entertainment and other tourist accommodations; Community facilities; Utilities, including communication facilities, but excluding sanitary landfills; Publicly and/or privately owned parks and recreation facilities; Streets, lakes, and canals; Non-Residential Agriculture, until converted to urban use; Accessory uses and facilities
CONSERVATION	-	0.5 F.A.R.	Properties designated as Conservation are intended to protect natural functions of environmentally sensitive land. No construction is anticipated in these areas except for minimal structures and improvements required to provide safe access and essential support functions. The uses permitted within the Conservation category include wildlife management, wetland and upland mitigation areas and banks, natural resources based parks and aquifer recharge areas, and environmental restoration/preservation.
INDUSTRIAL	-	0.5 F.A.R.	Light industrial uses; Maintenance facilities, cargo distribution terminals, transit warehousing; Offices constituting major employment centers; Utilities, transmission lines and transportation facilities; Streets, lakes, and canals; Non - Residential Agriculture, until converted to urban use; Accessory uses and facilities;

OFFICE	-	0.5 F.A.R.	Administration, professional practice and customary business office functions; Banking and financial institutions; Educational, scientific and industrial research facilities; Research laboratories and medical or dental labs; Community facilities; Utilities, including communication facilities; but excluding sanitary landfills; Parks, recreation and uses; Streets, lakes, and canals; Non - Residential Agriculture, until converted to urban use; Accessory uses and facilities.
PARK	-	0.5 F.A.R.	Active and passive outdoor recreation facilities; Recreation, civic or cultural buildings accessory to the primary recreation facility; Golf courses integral to a residential development and intended to be retained as permanent open space; Streets, lakes, and canals; Accessory uses and facilities.
PRIVATE RECREATION	-	0.5 F.A.R.	Outdoor and indoor recreation facilities including, but not limited to golf courses, tennis clubs and sports arenas; Accessory facilities that are determined by the City to be an integral part of and supportive to the primary recreation facility (excluding residential uses); Hotels and motels ancillary to the primary recreation use; Parks and recreation facilities; Streets, lakes, and canals; Camping and outdoor recreation; Accessory uses and facilities.
TRANSPORTATION	-	0.5 F.A.R.	Limited access expressways
UTILITIES	-	0.5 F.A.R.	Water and wastewater treatment plants and related pump stations; Electric power substations and transmission lines; Streets, lakes, and canals; Accessory uses and facilities; Non-Residential Agricultural uses shall be allowed only when the location of these uses does not preclude or adversely affect future land use of the surrounding area for utility facility

Source: City of Parkland

1.2 *Objective*:

The City shall effectively manage and monitor growth and ensure that facilities and services meet adopted levels of service through a Concurrency Management System.

Every five (5) years, review facility levels of service standards set in the Capital Improvement Element to determine if the appropriate levels of service have been maintained and if sufficient capacities are available for future development.

1.2.1 Policy:

Facilities and services subject to concurrency requirements shall include all elements of the Comprehensive Plan.

1.2.2 Policy:

Through implementation of a Concurrency Management System, the City shall require that necessary facilities and services will be available concurrent with the impacts of development through any of the following situations:

- A. The necessary facilities are in place at the time a plat approval is issued, or a plat approval is issued subject to the condition that the necessary facilities will be in place when the impacts of the development occur.
- B. The necessary facilities are under construction at the time a City plat approval is issued.
- C. The necessary facilities are the subject of a binding contract executed for the construction of those necessary facilities at the time a City plat approval is issued.
- D. The necessary facilities have been included in the City's annual budget at the time a development permit approval is issued although the facilities are not yet the subject of a binding contract for their construction, the unit of local government shall make a determination that it will not remove the budgetary provision for the necessary facilities from their budget.

1.2.3 Policy:

All applications for plat or site plan approvals shall be reviewed for concurrency consistent with the provisions and requirements of the concurrency management system adopted by the city and compliance with the level of services standards set forth in the Comprehensive Plan. Development orders may be issued only

upon a finding by the city that the public facilities addressed under the concurrency management system and as set forth in the Comprehensive Plan will be available concurrent with the impacts of the development.

1.2.4 Policy:

The City's Development Services Department shall be primarily responsible for reviewing development permit applications to assure compliance with the concurrency management system and the levels of service standards set forth in the Comprehensive Plan.

1.2.5 Policy:

In order to ensure that all public facilities included with the concurrency management system adopted by the City, and consistent with the level of service standards set forth in the Comprehensive Plan are available concurrent with the impacts of development, concurrency will be determined during the plat stage or the final site plan approval stage, whichever occurs first. All development orders and permits shall specify any needed improvements and a schedule for implementation. Where necessary, the requirements for improvements shall be contained within developer's agreements recorded against the property or secured by a bond or letter of credit acceptable to the City.

1.3 Objective:

The City shall ensure that land uses found to be inconsistent with the Community's character shall not be permitted.

Respond to identified problems/opportunities; prevent incompatible uses; and, incorporate design criteria. As needed, review development within the City to determine any uses or development inconsistent with the community's character.

1.3.1 Policy:

Residential neighborhoods shall be designed to include an efficient system of internal circulation, including the provision of collector streets to feed the traffic onto arterial roads and highways.

1.3.2 Policy:

Subdivisions shall be designed so that all individual lots have access to the internal street system, and lots along the periphery are buffered from major roads and incompatible land uses.

1.3.3 Policy:

Commercial development should emphasize planning of the total site as a whole in a cohesive form. All commercial development shall be consistent with the architectural standards adopted by the City and shall be designed to be compatible with neighboring uses, developments, land uses and zoning.

1.3.4 Policy:

All multipurpose trails should have adequate access to adjacent land uses, <u>with the exception of access</u> that access to individual single family homes is not required.

1.3.5 Policy:

Access and parking should be planned with a minimum number of connections to the abutting street system and circulation assured through the provision of frontage roads, aisle ways, cross-access and cross-parking easements, where necessary and appropriate.

1.3.6 Policy:

Industrial uses shall be in park-like settings with access to arterial roadways. Individual parcels will not have access to trafficways, except those parcels over 20 acres with City Commission approval.

1.3.7 Policy:

Public facilities and utilities shall be located to:

- i) maximize the efficiency of services provided,
- j) minimize their costs, and
- k)minimize their impacts on the natural environment.

1.3.8 Policy:

Innovative land use development patterns, such as Planned Unit Development or Cluster Zoning to facilitate open space, and mixed use may be permitted.

1.3.9 Policy:

Through the strict enforcement of Parkland's current Zoning Map and the specific requirements of each zoning district, land uses and densities shall be compatible with adjacent uses and densities.

1.3.10 Policy:

Preserve the character of existing residential neighborhoods, and

ensure the Parkland character in all new developments.

1.3.11 Policy:

Zoning designations shall conform with adopted land use categories.

1.3.12 Policy:

Schools, roads and canals are intended to be permitted uses in each land use category.

1.3.13 Policy:

Subdivision regulations shall provide for both the timely completion and regular maintenance of all required capital improvements and amenities.

1.3.14 Policy:

The City's Land Development Codes and Regulations shall protect existing and planned residential areas including single family neighborhoods, from disruptive land uses and nuisances.

1.3.15 Policy:

Future industrial land shall be located with access to major transportation facilities, such as highways.

1.3.16 Policy:

Development permits granted by the City shall be consistent with the Development Review Requirements subsection of the Plan Implementation Requirements section of this plan.

1.3.17 Policy:

The City shall require all new commercial and industrial development to be serviced by centralized wastewater systems.

1.3.18 Policy:

The City shall adopt land development regulations that require platting at least in those circumstances where the Plan Implementation Requirements section of this plan requires platting; and such regulations may establish additional standards, procedures, and requirements as may be necessary to regulate and control the platting of lands within the City's boundaries.

1.3.19 Policy:

Utilize Crime Prevention through Environmental Design

(CPTED) criteria in the development review process, where feasible and appropriate.

1.3.20 Policy:

Preserve Parkland's neighborhood aesthetic through the site plan approval process by using guidelines based on the following characteristics:

- Enhancing the pedestrian experience with streetscapes; and,
- Designing to integrate a brand and vision that augments the public realm; and,
- Creating distinguished character with variations in structure façade, landscape, and setbacks; and,
- Developing elevated multi-family designs to reflect and form "cozy communities".

1.3.21 Policy:

Development regulations and guidelines for residential neighborhoods to preserve the aesthetic quality of the city and provides various architectural elements that discourage monotonous structures and promotes non-dominant garages in residential design.

1.3.22 Policy:

The City shall require the collocation of public facilities, such as parks, libraries, and community centers, with schools to the extent possible and to encourage the use of elementary schools as focal points for neighborhoods.

1.3.23 Policy:

The City shall require that clubhouses and other recreation amenities in Planned Residential Developments (PRDs) are completed concurrent with the completion of residential units.

1.3.24 Policy:

As necessary, amend the Land Development Code to include design criteria consistent with the City of Parkland Strategic Plan and Vision.

1.4 Objective:

The City shall ensure the availability of suitable land for necessary utility facilities by requiring appropriate dedication through the City's platting or

development review process.

Annually, review sites for necessary utilities to determine if sufficient sites exist.

1.4.1 Policy:

The necessary facilities will be in place at the time a plat approval is issued, or a plat approval will be issued subject to the condition that the necessary facilities will be in place when the impacts of the development occur.

1.5 *Objective*:

The City shall ensure the protection of natural and historic resources.

On an annual basis, determine those historical or natural resources which have been preserved from removal or harm by development.

1.5.1 Policy:

The City shall require the preservation of unique and native tree stands and wetlands.

1.5.2 Policy:

Man-made structures shall be designed and constructed so as to minimize and in some instances prohibit disturbance to the native tree stands.

1.5.3 Policy:

The open space system and the unique tree stands shall be used to establish the City's form and substance.

1.5.4 Policy:

The City will review site development plans for historic sites and for the area surrounding the historical site before land disturbance permits are issued to ensure the protection of the site.

1.5.5 Policy:

The following are mechanisms to protect potable water wellfields and environmentally sensitive lands:

 Land development regulations shall be adopted which will ensure the protection of natural resources. Land owners shall be required, through enforcement of the adopted ordinances and through site plan requirements or incentives, to preserve existing native and wetland vegetation.

- The City shall provide information to private land owners regarding good management practices to protect endangered and rare species' most desirable habitats.
- Severe penalties shall be assessed through enforcement of the adopted ordinances to those individuals who develop property irrespective of appropriate local permits and resource mitigation plans.
- The City shall continue to maintain a comprehensive inventory of public lands to determine the extent, range and diversity of its flora and fauna habitats, especially rare, endangered and threatened species and provide for their protection.
- The City shall take into consideration Everglades restoration projects, as identified by the SFWMD, potable water wellfields, environmentally sensitive lands, Local Areas of Particular Concern and Urban Wilderness areas in future land use decisions.
- The City shall enforce the Broward County Wellfield Protection Ordinance and will prohibit, through land use regulation and site design uses, activities which potentially threaten water quality.

1.5.6 Policy:

Land and/or property identified as historically significant by the Florida Department of State, Division of Historical Resources or listed within the National Register of Historic Places, or determined to be historically significant by the City of Parkland through a lawfully adopted preservation ordinance shall be protected by the City from significant alteration or demolition in accordance with State and Federal regulations, or applicable City regulations.

1.5.7 Policy:

Land containing archaeologically significant artifacts or historic relics shall be protected under the provisions of the adopted land development regulations, with the excavation of identified or uncovered sites to be conducted only under the supervision of a certified archeologist with permission by the Florida Department of State, Division of Historical Resources.

1.5.8 Policy:

Develop and implement land use controls and programs to preserve and enhance surface waters for their important natural functions and aesthetic and recreational values.

1.5.9 Policy:

Coordinate future land uses with topography, wellfield protection areas and soil conditions to protect Broward County's water supply and minimize flooding problems.

1.5.10 Policy:

Regulate development on flood prone soils, as defined by the U.S. Soil Conservation Service, consistent with the criteria and mapping of Federal Emergency Management Administration and the policies of the <u>BrowardNEXT</u> Broward County Land Use <u>ElementPlan</u>.

1.6 *Objective:*

The City shall discourage urban sprawl and encourage a separation of urban and rural land uses by directing new development into areas where necessary regional and community facilities and services exist.

1.6.1 Policy:

The City shall not adopt any regulations that discourage the use of existing agriculturally developed land.

1.6.2 Policy:

The City shall require prior to the urbanization of agriculturally used land that all impacts of such development are completely addressed and that all levels of service set forth in the Comprehensive Plan are satisfied.

1.6.3 Policy:

Prior to any change in the Land Use Plan, data and analysis shall be submitted with the proposed development that indicates the need for additional residential, commercial, or industrial uses, consistent with population projections.

1.6.4 Policy:

Except for schools, regional and community facilities shall be located close to major traffic corridors and mass transit routes adequate to carry the volume of traffic generated by such facilities.

1.6.5 Policy:

When extending new services to undeveloped areas, priority shall be given to those areas where other facilities services are available or anticipated to be provided concurrent with the extension of such new services.

1.7 *Objective*:

The City shall encourage quality development pursuant to innovative and otherwise desirable land development regulations by incorporating such regulations into the Parkland Land Development Code. This objective shall not be interpreted as requiring the use of innovative land development regulations for their own sake; it shall be interpreted as encouraging the use of such regulations only where they uniquely accomplish a desired development pattern that would not be possible with conventional regulations.

Continually, assess the new development within the City to ensure that the pattern of development is furthering the goals and objectives of the Comprehensive Plan.

1.7.1 Policy:

The City shall review the Land Development Code and revise as necessary to ensure the availability of those innovative zoning techniques which are appropriate to Parkland.

1.7.2 Policy:

In reviewing and revising the development code, particular attention shall be given to provisions relative to open space, stormwater management, on- site traffic flow and parking.

1.7.3 Policy:

Development permits granted by the City of Parkland shall be consistent with the Development Review Requirements subsection of the Plan Implementation Requirements section of the BrowardNEXT Broward County Comprehensive Plan.

1.7.4 Policy:

The City shall review for and require development that will maintain and facilitate a park like setting when appropriately designating land use categories or reviewing for land development permits.

1.7.5 Policy:

The City shall implement Land Development Regulations that require all non-single family residential development and all nonresidential developments to be designed in a park-like setting.

Note: <u>Underlined</u> words are proposed additions. Struck-through words are proposed deletions.

1.7.6 Policy:

The City shall protect and conserve those areas identified in the Recreation and Open Space Element as preserves or conservation areas through the implementation of the adopted Resource Management Plans.

1.8 *Objective:*

Incorporate the relevant Objectives and Policies of the BrowardNEXT Broward County Land Use Plan into the City's Comprehensive Plan.

Annually, determine compliance and consistency with the referenced provisions of the BrowardNEXT Broward County Comprehensive Plan.

1.8.1 Policy:

The Future Land Use Element includes by reference the following other Comprehensive Plan Objectives and Policies.

Transportation Element (3.3.1, 3.1.6, 3.1.7, 3.2, 3.2.1, 3.3, 3.3.1, 3.4.1)

Infrastructure Element (34.1.6)

Conservation (5.1, 5.1.3, 5.2.1, 5.2.5, 5.2.9, 5.3.1, 5.3.2)

Parks, Recreation and Open Space (8.1.1, 8.1.2, 8.1.8, 8.1.12, 8.1.22, 8.2.1, 8.2.9)

Capital Improvement Element (6.3.6, 6.3.7)

Intergovernmental Coordination Element (7.1, 7.2, 7.3, 7. 2.4)

1.9 *Objective:*

The City shall consider, prior to adopting any Land Use Plan Amendments or Rezoning Ordinances that increase City density, the availability of public educational facilities and consider school siting and the future need for public educational facilities when reviewing Land Use Plan Amendments, Rezonings, and Plats, provided that where an application commits to provide affordable housing and said housing is not projected to place more than 20 students in a critically overcrowded school facility, such application will be deemed to have satisfied the following policies:

1.9.1 Policy:

The City shall not approve any Land Use Plan amendments that increase density or rezonings which that increase density, unless the applicant demonstrates the effect on the public school system, and including an analysis of school siting and future public educational needs. It must be adequately demonstrated that

demonstrates—the proposed Land Use Plan amendment or rezoning is not projected to place children in a critically overcrowded school or cause a school to become critically overcrowded, and meets school concurrency standards, consistent with the terms of the interlocal agreement between the City of Parkland and the School Board of Broward County. Upon adoption, this shall be the policy of the City. Further, the City shall adopt Land Development Regulations to specifically implement this policy.

1.9.2 Policy:

The City shall seek, by all available legal means, to encourage all persons applying for plat approval within the City, to work with the Broward County School Board to ensure that issues relating to the availability of public school facilities, school siting, and an analysis of future public educational facility needs is taken into account as it relates to the impact of the plat.

Continually On an ongoing basis, the City shall determine the effect of Land Use Plan Amendment approvals, rezonings, and plat approvals, on the availability of public educational facilities and sites to meet the present and future needs of the citizens of the City of Parkland.

1.9.3 Policy:

The City shall coordinate with the School Board of Broward County to achieve an expedited development review procedure for public elementary and secondary education facilities.

1.10 Objective:

Concurrency management systems shall be established to effectively monitor and manage new growth and protect the functions of important state resources and facilities, in conformance with Florida's Community Planning Act, including Section 163.3180 Florida Statutes (1999). Facilities available shall be consistent with concurrency requirements (Concurrency Management System).

1.10.1 Policy:

The City shall establish land development regulations/concurrency management systems to effectively manage new growth and to ascertain whether necessary facilities identified within their local Capital Improvements Elements are being constructed in accordance with the schedules in their

local plans and to measure the development capacity of such facilities in a given area at a given time.

1.10.2 Policy:

Local governments within Broward County The City of Parkland shall coordinate with the School Board of Broward County to achieve an expedited development review procedure for public-elementary and secondary education facilities.

1.11 Objective:

The City shall maintain an emergency management plan to reduce or eliminate the exposure of human life and public and private property to natural hazards.

1.11.1 Policy:

The Comprehensive Emergency Management Plan shall ensure that actions needed to protect the public health and safety shall receive first priority in emergency permitting decisions.

1.11.2 Policy:

The City shall coordinate their its Comprehensive Emergency Management Plan with the Broward County Emergency Management Office Division for compliance with the County Emergency Management Plan.

1.11.3 Policy:

The After the occurrence of a natural hazard or disaster, the City shall ensure level of service standards for public facilities are returned to pre-storm disaster levels as soon as possible after a storm event.

1.11.4 Policy

By reference, Public Schools Facilities Element Policy 10.5.4 is also incorporated into this Element: The City will coordinate with the School Board and Broward County on efforts to build new school facilities, which are designed to serve as emergency shelters as required by Section 1013.372, F.S.

1.12 Objective:

Continue to implement those requirements and procedures which that ensures consistency among with the Parkland Comprehensive Plan and the land use plans and land development regulations of Broward County.

1.12.1 Policy:

The City's land use plan shall contain policies which further consistency and compatibility that are consistent with the plan of Broward NEXT Broward County Land Use Plan.

1.12.2 Policy:

The City's land use plan and plan amendments shall successfully complete the Chapter 163, Florida Statutes required local comprehensive plan review process pursuant to Chapter 163.3184, Florida Statutes prior to their certification or recertification by the Broward County Planning Council.

1.12.3 Policy:

Local government The City of Parkland's utilization of the BrowardNEXT Broward County Land Use Plan (BCLUP) "Flexibility Units" or "Redevelopment Units" Rules,"—as per Policy 2.35.1 and Policies 1.01.03, 1.01.04, 1.02.01, 1.02.02, 2.04.04, 2.04.05, 3.01.06 and 3.02.02 BrowardNEXT Administrative Rules Document, Article 3 (BCLUP)., Allocations shall be subject to a determination by the Broward County Commission that such allocation is compatible with adjacent land uses, and that impacts—on public school facilities have been adequately considered, in the following instances: sufficient capacity for impacts to public facilities and services have been adequately demonstrated.

A. Allocations to sites east of the Intracoastal Waterway which impact access to public beaches.

B. Allocations to sites which are contiguous to a municipality upon request of the contiguous municipality.

C. Allocations to sites which are adjacent to an Environmentally Sensitive Land, as defined within the Broward County Comprehensive Plan, or a Broward County or regional park, including sites which are attached, located within 500 feet, or separated only by streets and highways, canals and rivers or easements, upon request of the Broward County Commission. Additional rules and procedures for the processing of County Commission compatibility reviews shall be included in the County's administrative rules.

1.13 *Objective:*

Annex properties in an orderly manner that promotes efficiency of public service provision and economic vitality of the City.

1.13.1 Policy:

The City shall evaluate proposed annexations based upon the following criteria:

- 1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
- 2. The ability of the City to provide public services at the City's adopted levels of service;
- 3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
- 4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery.

1.13.2 Policy:

The Capital Improvement Element shall be updated reviewed annually, and modifications to update the five-year capital improvement schedule will be made:

- 1. Pursuant to Chapter 163.3177, F.S.; and,
- 2. To achieve or maintain level of service standards for existing facilities and to replace obsolete or deteriorated facilities; and,
- 1.3.tTo provide for the capital needs of the City to accommodate projected growth, includeing any annexation-related capital improvements that will be implemented required to maintain established level of service standards.

CITY OF PARKLAND LAND USE CATEGORIES

Utilize the following Land Use Category and Residential Densities to Designate Land Uses within the City:

RESIDENTIAL

ESTATE (0.4) ESTATE UP TO +1 DU/2.5 AC ESTATE (1) ESTATE UP TO +1 DU/+1 AC

R (0.5)	RESIDENTIAL UP TO 11 DU/2AC
R (1)	RESIDENTIAL UP TO 1 DU/1AC
R (1.8)	RESIDENTIAL UP TO 1.8 DU/AC
R (2)	RESIDENTIAL UP TO 2 DU/AC
R (2.5)	RESIDENTIAL UP TO 2.5 DU/AC
R (3)	RESIDENTIAL UP TO 3 DU/AC
R (4)	RESIDENTIAL UP TO 4 DU/AC
R (6)	RESIDENTIAL UP TO 6 DU/AC
<u>R</u> R (10)	RESIDENTIAL UP TO $10 \text{ DU}/\underline{10}$ AC
IR	IRREGULAR RESIDENTIAL

NON-RESIDENTIAL

NON-RESIDENTIAL	
CF	COMMUNITY FACILITIES
C	COMMERCIAL
В	COMMERCIAL/BUSINESS
CON	CONSERVATION
I	INDUSTRIAL
O	OFFICE
P	PARK

PR PRIVATE RECREATION
T TRANSPORTATION

U UTILITY

RESIDENTIAL

- 1. Permit the following residential uses within the ESTATE (0.4), ESTATE (1), and R (0.5) Land Use Category:
 - Residential dwelling units not to exceed a density of more than one unit per two and one-half acres, and one unit per one acre, as designated, providing that there will be no clustering of residential units;
 - Home occupations only to extent provided for by the Zoning Code;
 - Parks of five (5) acres or less;
 - New utilities, limited to water, wastewater, telecommunications, transmission lines and drainage facilities and structures not occupying more than five hundred (500) square feet of area;
 - Streets, lakes and canals;
 - Non residential agriculture; Accessory uses and facilities.
- 2. Permit the following uses within the R (1), R (1.8), R (2), R (2.5), R (3), R (4), R

(6), RR (10) Land Use categories:

- Residential dwelling units at a density which does not exceed the maximum shown on the Land Use Map in accordance with the implementation provisions of this element and pursuant to the City of Parkland Land Development Code;
- Group homes and residential care facilities, subject to the provisions of the <u>BrowardNEXT</u> Broward County Land Use Plan;
- Home occupations only to extent provided for by Zoning Code;
- Active Parks of ten (10) acres or less; Passive Parks;
- <u>Public and private Ee</u>lementary, and middle, schools and high schools; public, and private.
- New community facilities of five (5) acres or less designed to serve the residential area, including schools, day care centers, places of worship, group home and foster care facilities, and governmental sponsored residential care facilities for the elderly and handicapped, only to the extent provided for by Zoning Code;
- Governmental facilities of five (5) acres or less, limited to administration buildings, police and fire protection, and libraries;
- New utilities, limited to water, wastewater, telecommunications, transmission lines and drainage facilities, and structures not occupying more than five hundred (500) square feet of area; (500) square feet of area;
- Streets, lakes, and canals;
- Non-residential agriculture;
- Golf courses integral to a residential development and <u>intended to be</u> retained as permanent open space; and,
- intended to be retained as permanent open space; Accessory uses and facilities;
- 3. Permit the following uses within the **IRREGULAR** category:
 - Selected planned unit developments are identified on the Future Land Use Plan as IRREGULAR with the maximum overall density appearing in the circle below the map designation;
 - That number can be multiplied by the number of acres within the development area to ascertain the maximum number of dwelling units allowed. The IRREGULAR category includes a mixture of residential types in which portions of the development may have a higher density;
 - Home occupations only to extent provided for by the Zoning Code;

- Active parks of ten (10) acres or less;
- Passive Parks;
- Elementary and middle schools and high schools; public, and private;

NON RESIDENTIAL

- 4. Permit the following uses within the **COMMERCIAL** Land Use category:
 - Neighborhood retail centers;
 - Community retail centers;
 - Office and business uses;
 - __Commercial uses;
 - Hotels, motels and other tourist accommodations;
 - Commercial recreation uses;
 - Community facilities;
 - Utilities, transmission lines, transportation and <u>communication facilities</u>;
 - communication facilities
 - Non-residential agriculture, until converted to urban use;
 - Streets, lakes, and canals; and,
 - Accessory uses and facilities;
- 5. Permit the following uses within the **INDUSTRIAL** category:
 - Light industrial uses;
 - Maintenance facilities, cargo distribution terminals,
 - transit warehousing;
 - Offices constituting major employment centers;
 - Utilities, transmission lines and <u>transportation facilities</u>; <u>transportation</u>
 - facilities;
 - Streets, lakes, and canals;
 - Non Residential Agriculture, until converted to urban use; and,
 - ■ use;
 - Accessory uses and facilities;

The following additional uses may be permitted by specific approval of the City

Commission in accordance with the procedures and standards set forth in the Land Development Code, provided the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry, and no more than twenty percent (20%) of the industrial land designated on the County Land Use Plan within the same flexibility zone can be utilized for these uses:

- Commercial and retail business uses other than major employment centers;
- Hotel/motel and other tourist accommodations;
- Parks, community facilities and commercial recreation.

(Reference) County Policy <u>13.01.102.35.1</u>: (See Policy 1.12.3 of this Element)

- 6. Permit the following uses within the **UTILITY** category:
 - Water and wastewater treatment plants and related pump stations;
 - Electric power substations and transmission lines; Streets, lakes, and canals;
 - Accessory uses and facilities;
 - Non-Residential Agricultural uses shall be allowed only when
 - the location of these uses does not preclude or adversely affect future land use of the surrounding area for utility facility;
- 7. Permit the following use within the **COMMUNITY FACILITY** category:
 - Community facilities, including public and private schools, colleges and universities, day care centers, places of worship, hospitals, government administration buildings, police and fire protection stations libraries, courts, nursing homes, civic centers, park and recreation facilities, public maintenance;
 - Streets, lakes, and canals, and accessory uses and facilities;
 - Group home and residential care facilities subject to the provisions of the <u>BrowardNEXT</u> Broward County Land Use Plan;
 - Non-Residential Agricultural;
- 8. Permit the following uses within the **PARK** category:
 - Active and passive outdoor recreation facilities;
 - Recreation, civic or cultural buildings accessory to the primary recreation facility.
 - Golf courses integral to a residential development and intended to be

retained as permanent open space;

- Streets, lakes, and canals;
- Accessory uses and facilities.

Acreage must comply with the following criteria in order to count toward the City's five (5) acre per 1,000 residents neighborhood and community park level of service standard.

- The acreage must be owned by the City of Parkland and zoned and/or utilized for open space or recreation use; and
- The acreage must be open and accessible to the public (i.e. public can physically enter and use the acreage) on a regular or continuous basis for the purpose in which it is intended (see exception below for conservation land).

Acreage must comply with the following criteria for the purpose of complying with the countywide recreation and open space level of service standard of three (3) acres per 1,000 residents set forth in the Broward County Land Use Plan (BCLUP):

As of March 21, 2013, for additional acreage to be eligible to count towards the BCLUP "community park" requirement for existing residents, conspicuous signage indicating that the acreage is accessible to the public, including identification of safe access point(s), shall be required. Otherwise, such acreage shall be prohibited from counting as a City "community park." Further, any additional waterway or water body that is counted as a City "community park" as of March 21, 2013 must have sufficient safe public access from the landward side along the shoreline of the waterway/water body within the City. A waterway/water body with safe public access bordering the City may be counted as a "community" park as long as such waterway/water

body is readily accessible for use by residents of the City and the public for the recreation or environmental purpose intended.

- As of March 21, 2013, water body and/or waterway acreage added to the community parks inventory may count no more than ten (10) percent of such additional inventory, unless it is actively managed for recreational or environmental purposes and greater than 0.5 acres, in which case the entire water body can be counted.
- Golf course acreage used to satisfy the BCLUP level of service standard shall not exceed 50% of the total acreage of publicly owned golf courses that are zoned for recreational use, and semi-public golf courses that are either zoned and deed restricted for open space use or zoned and restricted by other development order, such as site plan or subdivision approval, for open space use. However, golf course acreage may satisfy no more than 15% of the total Community Park requirement.

Acreage designated on the future land use plan map or deed-restricted as "conservation" may be counted toward the BCLUP level of service standard if the "conservation" acreage is owned by or within the jurisdictional responsibility of the City of Parkland. Such "conservation" acreage may, due to a need to protect sensitive natural features and/or habitat, restrict regular or continuous public access but must be made available to the public when appropriate, as to avoiding negatively impacting the natural features and/or habitat in conjunction with an authorized educational or recreational program.

- 9. Permit the following uses within the **TRANSPORTATION** category: Limited access expressways;
- 10. Permit the following uses within the **PRIVATE RECREATION** category: Outdoor and indoor recreation facilities including, but
 - not limited to golf courses, tennis clubs and sports arenas;

- Accessory facilities that are determined by the City to be an integral part of and supportive to the primary recreation facility (excluding residential uses);
- Hotels and motels ancillary to the primary recreation use;
- Parks and recreation facilities; Streets, lakes, and canals;
- Camping and outdoor recreation
- Accessory uses and facilities.
- 11. Permit the following uses within the **COMMERCIAL BUSINESS** category: This category is designated on the City Land Use Plan to encourage the location of the planned business and office complexes and corporate headquarters in the City of Parkland.

Commercial Business Park areas should ensure a campus- like atmosphere, with substantial buildings and ample open space as specified in the Land Development Code.

The City, pursuant to its ordinances, determines those uses which will be permitted or not permitted. Those uses that may be permitted in the Commercial Business Park areas are as follows:

- Buildings for offices such as administrative, professional, medical and business purposes;
- Banking and financial institutions;
- Educational, scientific and industrial research facilities, research laboratories, and medical or dental laboratories;
- Retail and commercial establishments, restaurants, personal services, hotels, motels, indoor entertainment and other tourist accommodations;
- Community facilities;
- Utilities, including communication facilities, but excluding sanitary landfills;
- Publicly and/or privately owned parks and recreation facilities;
- Streets, lakes, and canals;
- Non-Residential Agriculture, until converted to urban use;
- Accessory uses and facilities;
- 12. Permit the following uses within the **OFFICE** category: Buildings for offices for such purposes as
 - administration, professional practice and customary business office functions;

- Banking and financial institutions;
- Educational, scientific and industrial research facilities;
- Research laboratories and medical or dental labs; Community facilities;
- Utilities, including communication facilities; but
- excluding sanitary landfills; Parks, recreation and uses;
- Streets, lakes, and canals;
- Non Residential Agriculture, until converted to urban use;
- Accessory uses and facilities.
- 13. Conservation Properties designated as **CONSERVATION** are intended to protect natural functions of environmentally sensitive land. No construction is anticipated in these areas except for minimal structures and improvements required to provide safe access and essential support functions. The uses permitted within the Conservation category include wildlife management, wetland and upland mitigation areas and banks, natural resources based parks and aquifer recharge areas, and environmental restoration/preservation. Maximum building coverage 5%. Maximum FAR 5%. Maximum building height 25 feet.

IMPLEMENTATION REGULATIONS AND PROCEDURES

1) Development Review Requirements

The City may grant an application for a development permit when the City has determined that the following requirements are met:

- (a) Traffic circulation, recreational, drainage and flood protection, potable water, solid waste and sanitary sewer public facilities and services will be available to meet established level of service standards, consistent with Chapter 163.3202(g) and Chapter 163.3180 Florida Statutes, the concurrency management policies included of in the Parkland Comprehensive Plan, and Goal 8 of the BrowardNEXT Broward County Land Use Plan.
- (b) Local streets and roads will provide safe, adequate access.
- (c) Fire protection service will be adequate to protect people and property in the proposed development.
- (d) Police protection service will be adequate to protect people and property in the proposed development.

(e) School sites and school buildings will be adequate to serve the proposed development, pursuant to Chapters 163.3177 and 163.3180 F.S. and the Interlocal Agreement for Public School Facility Planning (ILA).

Note: <u>Underlined</u> words are proposed additions. Struck-through words are proposed deletions.

2) Platting Requirements

- (a) Parkland may not grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat including the parcel or parcels of land has been approved by the City and the Broward County Commission and recorded in the official records of Broward County subsequent to June 4, 1953. This section will not apply to an application for a building permit which that meets any of the following criteria:
 - (i) construction of one single family dwelling unit or duplex unit on a lot or parcel which lot or parcel was of record as such in the official records of Broward County as of March 1, 1989;
 - (ii) construction on any multi-family or non-residential lot or parcel which is less than <u>five-ten (10)</u> acres in size and specifically delineated on a plat recorded on or before June 4, 1953, and is <u>unrelated to any adjacent development</u>.
 - (iii) The building permit may be issued for a parcel of land for which plat approval has been given by the City and the Board of County Commissioners although the plat has not yet been recorded, provided such authorization is granted in an agreement among the developer, City of Parkland and Broward County. Such agreements shall at a minimum require compliance with the applicable provisions of plat approval and shall prohibit the issuance of a certificate of occupancy until the plat is recorded. The City of Parkland and Broward County shall be required to make a finding that facilities and services will be available at the adopted level of service standards concurrent with the issuance of the building permit.
- 3) Parkland Land Development Regulations and Procedures
 - (a) The Parkland Comprehensive Plan shall be implemented through enforcement of appropriate land development regulations within one year after submission to the state land planning agency pursuant to Section 163.3202(1), F.S.
 - (b) No public or private development may be permitted except in compliance with the Parkland Comprehensive Plan.

- 4) Monitoring, <u>Evaluation</u>, and Enforcement Procedures for the Parkland Comprehensive Plan
 - (a) In order to ensure the successful long-term implementation of the City of Parkland Comprehensive Plan's goals, objectives and policies, the City will monitor the plan on a continuous basis. In this regard, the City will, prior to taking final action, assess the individual and cumulative impacts of all proposed plan amendments to determine their degree of consistency with the City's Comprehensive Plan goals, objectives and policies.
 - (b) Annual Reports to Broward County Planning Council. Parkland shall prepare and transmit to the Broward County Planning Council the information listed below within time periods as specified.
 - (i) A quarterly summary of all permits issued for demolition of buildings.
 - (ii) A yearly summary regarding allocation of acreage proposed for commercial or residential uses within lands designated residential, commercial, industrial and employment center utilizing the "flexibility" provisions of the Parkland Comprehensive Plan.

(c.) Analysis of Goals, Objectives and Policies

- (i) The plan's seven-year evaluation and appraisal report will include recommendations for new or modified goals, objectives and policies. These recommendations will be based upon the updated base data and an evaluation of the successful achievement of the plan's objectives as outlined below. Unforeseen problems or obstacles relative to each objective will be identified along with remedial actions. At a minimum, the following criteria will be addressed during the evaluation process:
- (ii) New Data and Information Each existing goal, objective and policy related to the City's issues, as identified in the EAR scoping meeting, and agreed to by the State in its' Letter of Understanding, will be reviewed to determine its appropriateness in light of any new information obtained from such sources as the updated base data and recently published studies or reports.
- (iii) New Mandates Applicable new State, Regional and local laws and initiatives will be reviewed and evaluated to determine their impact upon the City's Plan, including the need to revise the plan's

goals, objectives and policies.

(d) Evaluation Measures

- Evaluation measures for each objective are contained within each Element of the Plan. The evaluation framework for the objectives of the City's Plan emphasizes the "achievability" component of the Chapter 9J-5, FAC definition of objective.
- (ii) Where an objective itself is not specifically measurable, the policies underlying the objective are utilized in the evaluation/assessment of progress. The City's Plan contains policies to ensure compliance with the requirements of Chapter 9J-5, FAC.
- (e) Coordination on Monitoring and Evaluation
 - (i) The Planning and Zoning Department shall be responsible for coordination of the monitoring and evaluation of each element of the Comprehensive Plan. The Department shall review the required portions of the Plan as part of the EAR cycle every seven years to:
 - a. Update baseline data, as appropriate;
 - b. Update goals, objectives and policies which were not achieved as a result of obstacles or problems; and
 - c. Include new, or modify existing goals, objectives or policies to correct discovered problems.
 - (ii) The annual update of the Capital Improvement Element will occur following adoption of the City's annual budget, which reflects capital expenditures for capital improvements.
 - (iii) The Department shall work with staff of other City departments to assure that the adopted components of the plan are updated as necessary and are consistent with the supporting documentation of the Comprehensive Plan.

CHAPTER THREE

TRANSPORTATION ELEMENT GOALS, OBJECTIVES, AND POLICIES

A SAFE, CONVENIENT, AND EFFICIENT MULTIMODAL TRANSPORTATION SYSTEM, WHICH MINIMIZES THROUGH TRAFFIC WITHOUT NEGATIVELY IMPACTING RESIDENTIAL DEVELOPMENT SHALL BE AVAILABLE FOR ALL RESIDENTS AND VISITORS TO THE CITY; WHICH MINIMIZES THROUGH TRAFFIC WITHOUT NEGATIVELY IMPACTING RESIDENTIAL DEVELOPMENT.

3.1 Objective:

The City's transportation system shall emphasize safety, efficiency, and aesthetics, while protecting residential areas.

As needed review the City's transportation system ensuring it provides adequate capacity and determining if the roadway system is adequately functioning. Also review the roadway system to determine if adequate screening of residential developments has been maintained from the impact of vehicular traffic.

3.1.1 Policy:

During the City's site plan review process, the Manual on Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways shall be adhered to for review.

3.1.2 Policy:

The system shall provide for smooth, logical traffic flow patterns and require the application of generally accepted geometric design principles; but shall discourage the use of Holmberg Road, Parkside Drive, Trotters Lane, and Riverside Drive as through roads.

3.1.3 Policy:

Arterials or collectors shall not be interrupted or substantially altered at development boundary lines unless there is no other design alternative.

3.1.4 Policy:

The City shall adopt and enforce criteria for landscaping along roadways. All roadways adjacent to residential development shall be heavily buffered.

3.1.5 Policy:

The City shall review all plans for connections and access points of driveways and roadways to ensure they are compatible with City, Broward County, and Florida Department of Transportation (FDOT) engineering standards, and provide a safe and aesthetically pleasing visual experience.

3.1.6 Policy:

The traffic circulation system shall minimize the impact on residential areas through appropriate location, design, landscaping, and buffering.

3.1.7 Policy:

On County and Non SIS/ facilities, the City shall maintain the Concurrency Policies instituted by Broward County. According to the Broward County Comprehensive Plan, Transportation Element, the City of Parkland is located within the Northwest Concurrency District. The following are the adopted Level of Service standards for all roadways not on the Strategic Intermodal System (SIS):

ADOPTED LEVEL OF SERVICE STANDARDS

	Daily	Peak Hour	Peak Hour Peak Direction
Non-SIS Roadways	D	D	D

3.1.8 Policy:

- a) The City shall adhere to the Level of Service standards established by the Department of Transportation for all roadways on the Florida Intrastate Highway System.
- b) The City shall maintain the following LOS standard for the Strategic Intermodal System (SIS) Roadways:
 - i. Florida Turnpike D
 - ii. Sawgrass Expressway D

3.1.9 Policy:

The City shall ensure a multipurpose trail system is provided in the planning of future roadways. The City shall prepare and maintain a conceptual plan for the multipurpose trail system to be used as a guide in developing future multipurpose trails.

3.1.10 Policy:

On an annual basis, the City shall perform traffic crash studies at the highest three (3) crash locations on city owned streets and coordinate safety improvements with the appropriate public agency.

3.1.11 Policy:

Enforce the adopted roadway level of service standards through appropriate development review conditions, and monitoring of the City's transportation facilities through a concurrency management system consistent with Chapter 9J-5.0055.

3.1.12 Policy:

For new developments or redevelopments, the City may allow mitigation by applying proportionate fair share. The City shall follow the method established in its proportionate fair share ordinance.

3.1.13 Policy:

The City shall monitor de minimis transportation impacts through the concurrency management system consistent with 163.3180, F.S.

3.1.14 Policy:

The City shall promote safe and convenient on-site traffic flow and vehicle parking needs through the City's site plan review process.

3.1.15 Policy:

The Capital Improvement Element should be updated biannually to address transportation deficiencies.

3.1.16 Policy:

The City shall revise the Transportation Element Data Inventory and Analysis after completion of annexation of the "Wedge" (as noted in HB 1315). The Goals, Objectives, and Policies shall also be revised as needed to accommodate transportation needs in the Wedge and related impacts city- wide.

3.2 Objective:

Future right-of-way needs for new facilities or improvements to existing facilities shall be formally identified and a priority schedule for acquisition or reservation shall be established in conformance with FDOT and Broward County long range plans.

As needed, determine approved developments for which proper rightof-way reservations have not been obtained.

3.2.1 Policy:

The City shall continue the current practice of preserving existing and future transportation rights-of-way by requiring necessary land dedication through platting to the extent consistent with this plan.

3.3 *Objective:*

Ensure the transportation system is based on a coordinated planning effort by ensuring consistency with FDOT, the Broward County Trafficways Plan, the City's Comprehensive Plan, adjacent planning efforts in Palm Beach County, Coral Springs and Coconut Creek and the policies set forth herein.

Annually review the status of the system with Broward County, FDOT, Coconut Creek, Coral Springs, and Palm Beach County.

3.3.1 Policy:

Plans for new roadways or other transportation facilities shall be reviewed in accordance with FDOT, MPO and adjacent communities' future or ongoing plans and projects, but shall be consistent with the City's insistence that Holmberg Road remain two lanes and Riverside Drive four lanes, with a termination point at Holmberg Road, for any motorized vehicles.

3.3.2 Policy:

Share the City's design objectives for SR-7 with FDOT and other agencies and continue to coordinate with the South Florida Regional Planning Council, Treasure Coast Regional Planning Council, FDOT, and neighboring municipalities in collaborative planning efforts for the SR-7/US-441 corridor.

3.3.3 Policy:

Coordinate with agencies having jurisdiction over roadways within the City for proper maintenance and facility improvements.

3.4 Objective:

The City of Parkland intends to provide a multipurpose trail system for non-

motorized vehicles sufficient to meet the needs and interests of the residents of Parkland. This system shall be provided as development occurs. During site plan development permit review, developers shall be required to dedicate and construct a multipurpose trail sufficient to meet the City's requirements. The City shall develop and maintain a plan depicting the multipurpose trail system.

Annually, review the status, deficiencies, and progress of the trail system.

3.4.1 Policy:

The City intends to work with Broward County, Palm Beach County, the City of Coconut Creek, all cities adjacent to the SFWMD levee, and the FDOT in order to construct the regional multipurpose trail system and coordinate with proposed roadway projects.

3.4.2 Policy:

All multipurpose trails should have access to the adjacent land uses, except that access to individual single family homes is not required.

3.4.3 Policy:

The multipurpose trail system shall continue to serve as a recreational transportation system which shall accommodate pedestrians, bicycles, and horses.

3.5 *Objective:*

The City shall utilize all possible methods to discourage and prevent external traffic flow through the City, through Holmberg Road, or Riverside Drive. Holmberg Road shall remain a local two lane road whose primary aim will be to serve the residents of the City. All attempts to widen Holmberg Road shall be discouraged and resisted. Vehicular use of Riverside Drive shall terminate at Holmberg Road and Riverside Drive shall remain a four lane road. All attempts to widen or extend Riverside Drive as a vehicular thoroughfare north of Holmberg Road shall be discouraged and resisted. Consider right-of-way north of Holmberg Road in the former Riverside Drive extension for use as nonvehicular recreational thoroughfare.

As needed, review the transportation system to determine if any actions have been approved which promote through traffic within the City.

3.5.1 Policy:

The City shall evaluate using appropriate countermeasures to discourage through traffic on Holmberg Road and Riverside Drive.

3.5.2 Policy:

- 1. Work with Broward County to discourage the widening of Holmberg Road to four (4) lanes from University Drive to N.W. 61st Avenue.
- 2. Expand existing agreement with Broward County Department of Environmental Protection and Growth Management requiring that Holmberg Road from University Drive to N.W. 61st Avenue not be widened to four (4) lanes.

3.5.3 Policy:

Require developers of property bordering University Drive north of Holmberg Road and Hillsboro Road, Nob Hill Road, Trails End, and Pine Island Road to dedicate right-of-way in accordance with Broward County Trafficways Plan at the time of platting.

3.5.4 Policy:

The City shall continue to advocate on behalf of Parkland residents regarding extension of University Drive.

3.6 Objective:

Coordinate with county-wide transit system and facilities to provide an energy efficient multi-modal transportation network.

3.6.1 Policy:

Work with Broward County and the Florida Department of Transportation to minimize travel delay at intersections.

3.6.2 Policy:

Pursue coordination of inter-county mass transit to better provide for regional travel needs, according to the adopted transportation plans with the Broward County MPO, the Broward County TCC, and through direct contact with the County Urban Transit Section.

3.6.3 Policy:

Conduct periodic reviews of City road system operation to identify problem areas with potentially low cost Congestion Management System (CMS) solutions.

3.6.4 Policy:

The City shall continue to protect the safety of motorists, bicyclists, and pedestrians by controlling the connections of driveways and access points to roads, as prescribed by either FDOT, the County, or the City through the City's Development Review Process.

3.6.5 Policy:

The City shall continue to protect the safety of motorists, bicyclists, and pedestrians on local streets through its transportation system management strategy of conducting indepth studies of local neighborhood circulation, and where demonstrated problems exist, implementing traffic calming measures allowing circulation modifications.

3.6.6 Policy:

As part of its Transportation System Management Strategy, the City shall continue to investigate high accident locations for motorists, pedestrians, bicyclists and transit accident locations for motorists, pedestrians, bicyclists and transit riders to determine means for reducing frequency and severity.

3.6.7 Policy:

The City shall incorporate safety considerations in the annual prioritizing of local road improvement funding.

3.6.8 Policy:

The City shall continue to require unobstructed sight lines and non-obtrusive landscape plantings along medians and at development driveway/street locations, consistent with Broward County and FDOT design criteria.

3.6.9 Policy:

Continue the City's active involvement with the Broward County MPO and Broward County Transit Division to provide for areawide coordination relative to transit safety.

3.6.10 Policy:

The City shall continue to require installation of sidewalks for development during the Development Review stage, and require they are consistent with City, Broward County, FDOT, and/or federal requirements.

3.6.11 Policy:

To preserve the City's parklike setting, the City shall encourage the use of Complete Streets principles in new roadway construction and upgrades to existing streets, by requiring the inclusion of bike lanes, sidewalks, street trees, and traffic calming techniques.

3.7 Objective:

In recognition of the significant equestrian and bike traffic in the City, and the

need for areas where such traffic can travel without interference from motorized vehicles, consider use of dedicated right-of-way for Riverside Drive north of Holmberg Road for use as a non-vehicular thoroughfare for horse and bike traffic and pedestrian use only.

3.8 Objective:

Coordinate the transportation system with the future land use map to ensure existing and proposed population densities, housing and employment patterns, and land uses are consistent with the transportation modes and services proposed to serve these areas.

3.8.1 Policy:

The City shall coordinate roadway and transit service improvements with the future needs of public transportation facilities.

3.8.2 Policy:

The City shall continue to work with applicable local governments and regional and state agencies to implement the transportation, land use, parking, and other provisions of the transportation element.

3.8.3 Policy:

The City shall establish a coordinated and consistent policy with the future land use element to encourage commercial uses that promote public transportation in designated public transportation corridors.

3.9 Objective:

Develop parking strategies to serve the needs of present and future development.

3.9.1 Policy:

Continue to enforce land development regulations that require adequate off-street parking and a safe and efficient traffic circulation pattern in parking facilities.

3.9.2 Policy:

Require new commercial development to coordinate, wherever feasible, parking facilities with bus stops, pedestrian walkways, and bikeways.

3.9.3 Policy:

Coordinate the design of parking facilities with roadways to avoid unsafe conditions and traffic delays.

3.10 Objective:

To maximize existing system performance, utilize alternative Transportation Systems Management (TSM) techniques wherever feasible in lieu of more expensive Capital Improvements.

3.10.1 Policy:

Conduct periodic reviews of the City's roadway network operations to identify problem areas with potentially low cost solutions.

3.10.2 Policy:

Continue to attempt to secure funding for traffic operations improvements via local, regional, state, or federal agencies.

3.10.3 Policy:

Develop programs with future employers to institute staggered work hours, car and van-pools, increased transit ridership, and other alternative transportation modes besides single occupant automobiles.

3.10.4 Policy:

Investigate the feasibility of maximizing capacity by restricting left turns, reversible lanes, one-way pairing of facilities, and other transportation management techniques.

3.11 Objective:

The City of Parkland shall continue to provide for an energy efficient transportation network.

3.11.1 Policy:

The City shall develop transportation demand management programs to modify peak hour travel demand and reduce the number of vehicle-miles traveled per capita within the community and region.

3.11.2 Policy:

As commercial uses develop within the City, the City shall develop transportation system management strategies as appropriate to improve system efficiency and enhance safety.

3.11.3 Policy:

Coordinate roadway and transit service improvements with planned future development consistent with the Future Land Use Element.

3.11.4 Policy:

Continue to coordinate with Broward County regarding transportation systems management techniques.

3.12 Objective:

The City shall prepare to meet short range transportation goals through Transportation Systems Management (TSM) and Transportation Demand Management (TDM) mobility strategies.

3.12.1 Policy:

Continue to implement the following short term Transportation Demand Management (TDM) and Transportation System Management (TSM) mobility strategies:

- 1. The City shall work with Broward County Transit to increase transit opportunities to expand its service area.
- 2. The City and Broward County shall continue to evaluate the need to change timing of traffic signals on links of roadways to facilitate mobility.

3.12.2 Policy:

Continue to implement the following long term mobility strategies:

- 1. The City shall work through the Broward County MPO to obligate funds for feasibility studies to evaluate cost-feasible improvement options for critical intersections in the City. Should feasibility studies demonstrate that the impacts upon adjacent residential neighborhoods and commercial areas can be mitigated, the improvements shall be further evaluated and scheduled in the City, Broward County, and FDOT work programs for implementation.
- 2. The City shall require developers to contribute to a City wide trail system to encourage recreational traffic such as walking, bicycling, exercising, and equestrian activity.
- 3. The City shall seek to increase the number of bicycle parking facilities.
- 4. The City shall work with Broward County and Broward County MPO to identify intersections where pedestrian priority signalization can be installed.

3.13 Objective:

Coordinate access points for Broward County mass transit locations based upon major trip generators and attractors and seek to accommodate the special needs of the transportation disadvantaged.

3.13.1 Policy:

Require location of bus bays at major trip generators and attractors such as shopping centers.

3.13.2 Policy:

Notify Broward County Transit when development permit applications for major trip generators (or 750 trips per day) are filed in order to assure coordination for location of bus stops.

CHAPTER SIX

CAPITAL IMPROVEMENTS ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL 6 THE CITY SHALL PROVIDE FOR THE PUBLIC FACILITY REQUIREMENTS OF THE RESIDENTS THROUGH A PROGRAM DESIGNED TO DEVELOP THESE IMPROVEMENTS IN A FINANCIALLY FEASIBLE, TIMELY AND EQUITABLE MANNER.

6.1 Objective:

The City will prepare a capital improvements program based on a five year development period that details publicly funded projects of federal, state, and local government. This program will include projects that ensure adopted level of service standards are achieved and identify projects as either funded or unfunded and given a level of priority for funding.

The City shall prepare and update a capital improvements program based upon a five year planning horizon. This program will inventory and identify the needed capital improvements and public facilities required for the City of Parkland to meet the requirements indicated by growth and provide sufficient funds for its implementation and to assure that the level of service standards identified in the Comprehensive Plan are satisfied. To supplement this capital improvements program, the City shall adopt a concurrency management system to assure that all level of service standards set forth in the Comprehensive Plan are available concurrent with the impacts of any approved development.

6.1.1 Policy:

Review of capital improvement requirements will result from level of service standards. These standards will direct the types sizes and timeliness of the facilities. The five year program will be developed based on these standards and the resultant improvement requirements.

6.1.2 Policy:

Capital items will be identified as any construction of a facility or structure or the purchase of any equipment that is not recurring or part of the general operating budget.

6.1.3 Policy:

An annual update of the five year capital improvements program will be required to advance the planning period appropriately. Included in this analysis will be an addition of revenue source, such as federal, state and local, to accommodate the required improvements.

6.1.4 Policy:

As part of the annual budget process, a capital improvements program for the new fiscal year will be adopted. This annual program will correspond to the five year program and be designed to achieve the completion of the five year plan. This annual budget review will also be used to officially adopt the new five year plan.

6.1.5 Policy:

Funds will be allocated for the replacement and renewal of infrastructure in an amount which will minimize the operating costs and maximize the life of the infrastructure.

6.1.6 Policy:

The City shall use the following level of service standards in assessing the impacts of new development upon public facility provisions:

CATEGORY

LEVEL OF SERVICE

POTABLE WATER

Service Area

All customers within the service areas of North Springs Improvement District and

350-105_GPD/ERC*

Coconut Creek Utilities Department.

Parkland Utilities

300 GPD/ERC*

All development within the City not served by North Springs Improvement District, Parkland Utilities or Coconut Creek Utilities Department.

Private Wells

Note: <u>Underlined</u> words are proposed additions. Struck-through words are proposed deletions.

WASTEWATER

All development within the City not served by North Springs Improvement District, Parkland Utilities or Coconut Creek Utilities Department.

Septic Tank

All customers within the service areas of North Springs **Improvement** District, Parkland Utilities and Coconut Creek Utilities Department.

300 GPD/ERC*

SOLID WASTE

3.8 lbs. per Capita per day

^{*} Gallons per day per equivalent residential connection

CATEGORY

LEVEL OF SERVICE

DRAINAGE - PINE TREE WATER CONTROL DISTRICT:

Note: <u>Underlined</u> words are proposed additions. Struck-through words are proposed deletions.

FACILITY	DESIGN STORM
Primary Drainage System	Allowable Discharge of 35 CSM (cubic ft/second/sq. mi.)
Roadways/Parking Lots	10 year, 24 Hour Storm Event
House Pads	100 year, 3 Day Storm Event
NORTH SPRINGS IMPROVEMENT DISTRIC	Т:
FACILITY	DESIGN STORM
Primary Drainage System	Allowable Discharge of 35 CSM (cubic ft/second/sq. mi.)
Roadways/Parking Lots	10 Year, 24 Hour Storm Event
House Pads	100 Year, 3 Day Storm Event
ALL OTHER AREAS:	
FACILITY	DESIGN STORM
Primary Drainage System	Allowable Discharge of 35 CSM (cubic ft/second/sq. mi.)
Roadways/Parking Lots	5 Year, 3 Hour Storm Event
House Pads	100 Year, 3 Day Storm Event
RECREATION	
CITY WIDE CRITERIA	10 AC per 1,000 persons total

CATEGORY

LEVEL OF SERVICE

TRANSPORTATION

All Roadways (except Strategic Intermodal System)

LOS D for Daily, Peak Hour, Peak Hour/Peak Direction

**The City shall permit land development regulations permitting recalculation of assumed capacities to actual capacities on Holmberg Road.

ADMINISTRATIVE BUILDING

20,001 to 366,500 people

22,330 sq. ft. plus .75 sq. ft./person over 20,000 population

PUBLIC SAFETY

20,001 to 366,500 people

.3 sq. ft. per person 9,000 sq. ft. base plus .3 sq. ft. over 20,000 population

PUBLIC WORKS

Public Works

.20 sq. ft./person

PUBLIC SCHOOLS

The higher of 100% gross capacity (which includes portables) or 110% permanent capacity (which excludes portables)

6.1.7 Policy:

The City shall adopt a concurrency management system to assure that the level of service standards set forth in Policy <u>6</u>1.1.6 are satisfied and available concurrent with the impacts of any development. Concurrency management system shall provide the necessary regulatory mechanism for evaluating development orders to insure that the level of service standards contained in the Comprehensive Plan are satisfied. In order to assure that all public facilities included within the system are available, concurrent with the impacts of development, concurrency shall be determined at final site plan approval or plat approval, whichever occurs first. All development orders and permits shall specify any

needed improvements and provide for the improvements to be completed prior to the issuance of any development order, concurrent therewith, or completed within the time frame set forth by any applicable developers agreement, letter of credit, or surety bond, provided that such instruments assure that the necessary level of service standards are met concurrent with the impacts of the development.

6.1.8 Policy:

No development permit shall be granted unless the requirements of the concurrency management system and the level of service standards as set forth in the Comprehensive Plan are met so that upon the impact of said development, the level of service standards set forth in the Comprehensive Plan are satisfied.

6.2 *Objective*:

Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted level of service standards.

Record of developer contributions to necessary capital improvements.

6.2.1 Policy:

Developers shall be required to provide basic public services for the projects they produce. Roads, drainage, park lands and other such services must be provided prior to completion of the project.

6.2.2 Policy:

Dedication of park lands shall be consistent with City recreation policies and objectives. Payment in lieu of dedication should be set at an equitable amount.

Developers will contribute required public facilities and capital improvements based on the impact created.

6.2.3 Policy:

Prior to the issuance of certificates of occupancy, the City shall require the provision of all needed public facilities.

6.3 Objective:

The City will manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development.

Note: <u>Underlined</u> words are proposed additions. Struck-through words are proposed deletions.

6.3.1 Policy:

The City shall establish a sinking fund for capital improvements for the purpose of providing necessary capital improvements concurrently with the impacts of new development.

6.3.2 Policy:

Establishment of a fund for capital improvements and an annual contribution should be made that is sufficient to meet future capital improvement needs.

6.3.3 Policy:

Capital projects will be evaluated using the following criteria:

- Preserve the health and ensure the safety of the public by eliminating public hazards.
- Promote efficient development and prevent urban sprawl.
- Level of impact on operating budget.
- Protect prior infrastructure investments.
- Consistent with County plans and the plans of other agencies.
- Eliminate existing deficiencies.
- Maintain adopted levels of service.
- Availability of funds.

6.3.4 Policy:

In providing capital improvements, the City shall limit outstanding indebtedness to no greater than 15% of its property tax base.

6.3.5 Policy:

The Parkland Land Development Code development permit process will require that necessary facilities and services be available concurrent with the impacts of development through any of the following situations:

- A. The necessary facilities are in place at the time a development permit approval is issued, or a development permit approval is issued subject to the condition that the necessary facilities will be in place when the impacts of the development occur.
- B. The necessary facilities are under construction at the time a development permit approval is issued.
- C. The necessary facilities are the subject of a binding contract executed for the construction of those necessary facilities at the time a development permit approval is issued.
- D. The necessary facilities have been included in the City's annual budget at the time a development permit approval is issued although the facilities are not yet the subject of a binding contract for their construction. The unit of local government shall make a determination that it will not remove the budgetary provision for the necessary facilities from their budget.

6.3.6 Policy:

Proposed plan amendments and requests for new development will undergo a cumulative impact review (Concurrency Management System) according to whether the development would:

- A. Create conditions of public hazard such as flooding, degradation of water quality, traffic hazards, and any other identified urban or environmental degradation;
- B. Exacerbate any condition of public facility deficits, as described by the adopted level of service standards;
- C. Generate public facility demands that may be accommodated by capacity increases planned in the 5-year

schedule of improvements;

- D. Conform with land uses shown on the future land use map of the future land use element;
- E. Accommodate public facility demands based upon adopted los standards if pubic facilities are developer provided;
- F. Demonstrate financial feasibility, subject to this element, if public facilities are provided in part or whole by the city; and
- G. Affect other agency facilities, plans or operating policies;
- H. Impact public safety such as police and fire protection.

6.3.7 Policy:

Within the proscribed time period of Chapter 163 F.S., Parkland shall adopt and implement a concurrence monitoring system to ascertain whether necessary facilities identified within the Capital Improvements Element are being constructed in accordance with the schedules in the <u>Capital Improvement</u> Plan and to measure the development capacity of such facilities in a given area at a given time.

6.4 Objective:

Decisions regarding the issuance of development orders and permits will be based upon the coordination of the development requirements included in this plan, the land development regulations and the availability of public facilities needed to support such development at the time needed.

Record of development orders and assessment of impact on public facilities.

6.4.1 Policy:

In providing capital improvements, the City shall limit outstanding indebtedness to no greater than 15% of its property tax base.

Attachment 6-A

<u>City of Parkland</u> <u>Adopted Five-Year Capital Improvement Program,</u> FY 2019/20 through FY 2023/24

FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

The <u>following City of Parkland</u> Five-Year <u>Schedule of Capital Improvements</u> (<u>SCI), Program (CIP)</u>, described in Objective 6.1.3 above, is the mechanism by which the City <u>of Parkland canwill</u> effectively stage the timing, location, projected cost, and revenue sources for the capital <u>improvements derived from the comprehensive plan elements, projects required to maintain the City's level of service standards</u>. The Five-Year Schedule of Capital Improvements together with the Annual Budget Report is used to document the economic feasibility of the City's Comprehensive Plan.

	1	FY 2020	F	Y 2021	F	7 2022	FY	2023	F	2024	Total FY 2020-20
Funding Source: Capital Improvement Projects Fund											
Ternbridge Ditche: Maintenance (Grant)											
Planning & Arch	2	-	\$	-	2	-	\$	-	2	-	
Outside Consulting/Design	2	-	2	-	2	-	\$	-	2	-	
Construction	2	700,000		-	2	-	2	-	2	-	
Furniture, Fixtures and Equipment	2	700,000	2		2		2	-	2		\$ 700,00
CAD System											
Planning & Arch	2		s		2		\$		S		
Outside Consulting Design	Š		Š	_	Š		Š		Š		
Construction	2	-	s	-	Š		s		Š		
Furniture, Fixtures and Equipment	2			-	\$		s	-	s		
• •	\$	650,000		-	2	-	\$	-	\$	-	\$ 650,00
University Drive/Old Club Road Improvement											
Planning & Arch	2	90,000		-	2	-	2	-	2	-	
Outside Consulting Design	2	-	-	-	2	-	2	-	2	-	
Construction	2	495,000		-	2	-	2	-	2	-	
Furniture, Fixtures and Equipment	2	585,000	2		2	-	\$	-	\$		\$ 585,00
Holmberg Road/Covered Bridge Passive Park	2	85,000			2		\$		S		
Planning & Arch	2	65,000			\$	- 1	\$		s	-	
Outside Consulting/Design Construction	2	415,000		-	\$		\$	-	\$	-	
Furniture, Fixtures and Equipment	2	415,000	\$	-	2	-	S		s	-	
runnine, rinness and Equipment	\$	500,000			\$	÷	\$	÷	S		\$ 500,00
Existing Library Construction & Interior Furnishings											
Planning & Arch	2	-	\$	-	2	-	\$	-	2	-	
Outside Consulting Design	2	-	\$	-	2	-	\$	-	2	-	
Construction	2	293,000	\$	-	2	-	\$	-	2	-	
Furniture, Fixtures and Equipment	2	50,000		-	2	-	\$	-	\$	-	
•	\$	343,000		-	2	-	\$	-	\$	-	\$ 343,00
Secure City Facilities - Level 1											
Planning & Arch	2	-	2	-	2	-	2	-	2	-	
Outside Consulting/Design	2	-	2	-	2	-	2	-	2	-	
Construction	2	280,000		-	2	-	\$	-	2	-	
Furniture, Fixtures and Equipment	2	280,000	\$	-	2	-	2	-	\$	-	\$ 280,00
	•	200,000	•	-	•	-	•	-	•	_	200,00
Comprehensive Stormwater Study & Master Plan											
Planning & Arch	2		2	-	2	-	2	-	2	•	
Outside Consulting Design	2	250,000		-	2	-	2	-	2	-	
Construction	2	-	2	-	2	-	2	-	S	-	
Furniture, Fixtures and Equipment	2	250,000	\$		2		2	-	2		\$ 250,00
Pine Tree Estates Roadway Maintenance Plan											
Planning & Arch	2	220,000		_	2		2	_	\$	_	
Outside Consulting Design	2		Š	-	Š		Š		Š		
Construction	2		\$	-	\$		s		Š		
Furniture, Fixtures and Equipment		-		-		-		-		-	
	2	-	S	_	2	-	\$	-	\$		

A Transition Plan Planning & Arch Outside Consulting/Design Construction Furnihre, Fixtures and Equipment tend Right Turn Lane on Holmberg Road Planning & Arch Outside Consulting/Design Construction Furnihre, Fixtures and Equipment nevation/FF&E City Hall Activity Room Planning & Arch Outside Consulting/Design Construction Furnihre, Fixtures and Equipment reable License Plate Reader's (2) Planning & Arch Outside Consulting/Design Construction Furnihre, Fixtures and Equipment noches: Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting/Design Construction Furnihre, Fixtures and Equipment liboro Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction Furnihre, Fixtures and Equipment liboro Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction Furnihre, Fixtures and Equipment	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	195,000 	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		\$	195,00
Outside Consulting Design Construction Furniture, Fixtures and Equipment tend Right Turn Lane on Holmberg Road Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment newation/FF&E City Hall Activity Room Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment rtable License Plate Reader's (2) Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment noches: Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment Libero Boulevard Roundabout Design Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment Libero Boulevard Roundabout Design Planning & Arch Outside Consulting Design Construction	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	195,000 - 180,000 - 180,000 - 155,000 - 110,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	-	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	-		-	S	
Construction Furniture, Fixtures and Equipment tend Right Turn Lane on Holmberg Road Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment movation/FF&E City Hall Activity Room Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment ttable License Plate Reader's (2) Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment makes Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment Liboro Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	195,000 - 180,000 - 180,000 - 155,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5					-	S	
Furniture, Fixtures and Equipment tend Right Turn Lane on Holmberg Road Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment novation/FF&E City Hall Activity Room Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment ttable License Plate Reader's (2) Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment nother: Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment Lisboro Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment Lisboro Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	180,000 180,000 - 155,000 - 155,000	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	-				-	S	
tend Right Turn Lane on Holmberg Road Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment novation/FF&E City Hall Activity Room Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment reable License Plate Reader's (2) Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment noche: Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment loboro Boulevard Roundabout Design Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment Liboro Boulevard Roundabout Design Planning & Arch Outside Consulting Design Construction	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	180,000 180,000 - 155,000 - 155,000	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5	-		-		-	S	
Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment newation/FF&E City Hall Activity Room Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment stable License Plate Reader's (2) Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment noches: Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment Inches: Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment In boro Boulevard Roundabout Design Planning & Arch Outside Consulting Design Construction Construction	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	180,000 180,000 155,000 155,000	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	-	****	-	***	-	S	
Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment newation/FF&E City Hall Activity Room Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment stable License Plate Reader's (2) Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment noches: Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment Inches: Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment In boro Boulevard Roundabout Design Planning & Arch Outside Consulting Design Construction Construction	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	180,000 	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	-	5 5 5 5 5 5 5 5	-	5 5 5 5 5 5 5	-		180,00
Outside Consulting/Design Construction Furniture, Fixtures and Equipment novation/FF&E City Hall Activity Room Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment table License Plate Reader's (2) Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment noches: Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment Is boro Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment Lisboro Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	180,000 	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	-	5 5 5 5 5 5 5 5	-	5 5 5 5 5 5 5	-		180,0
Construction Furniture, Fixtures and Equipment novation/FF&E City Hall Activity Room Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment reable License Plate Reader's (2) Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment noches: Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment laboro Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction Planning & Arch Outside Consulting/Design Construction Construction Construction Construction Construction Construction Construction Construction	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	180,000 	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		\$ \$ \$ \$ \$	-	5 5 5 5 5 5 5	-	5 5 5 5 5 5			180,0
Furniture, Fixtures and Equipment nevation/FF&E City Hall Activity Room Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment rtable License Plate Reader's (2) Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment nches Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment Is bore Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	180,000 - 155,000 155,000	9 9 9 9 9 9		5 5 5 5	-	\$ \$	-	\$ \$ \$ \$ \$			180,0
Furniture, Fixtures and Equipment nevation/FF&E City Hall Activity Room Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment rtable License Plate Reader's (2) Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment nches Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment Is bore Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction	5 5 5 5 5 5 5 5 5	180,000 - 155,000 155,000	9 9 9 9 9 9	-	5 5 5		\$ \$ \$ \$		\$ \$ \$ \$			180,0
novation/FF&E City Hall Activity Room Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment stable License Plate Reader's (2) Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment nches Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment Is bore Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction	5 5 5 5 5 5 5 5 5	155,000 155,000	5 5 5 5 5 5 5 5 5 5 5 5	-	5 5 5		\$ \$ \$ \$:	\$ \$ \$ \$			180,0
Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment rable License Plate Reader's (2) Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment unches Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment lisboro Boulevard Roundabout Design Planning & Arch Outside Consulting Design Construction Construction Construction Construction Construction Construction	2 2 2 2	155,000 - 155,000 - - - - 110,000	\$ \$ \$ \$ \$:	\$ \$ \$:	2 2 2	-	2 2 2		2	
Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment rable License Plate Reader's (2) Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment unches Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment lisboro Boulevard Roundabout Design Planning & Arch Outside Consulting Design Construction Construction Construction Construction Construction Construction	2 2 2 2	155,000 - 155,000 - - - - 110,000	\$ \$ \$ \$ \$:	\$ \$ \$:	2 2 2	-	2 2 2	:	2	
Outside Consulting/Design Construction Furniture, Fixtures and Equipment stable License Plate Reader's (2) Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment nucles: Drainage Disch Overgrowth Trimming Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment Is boro Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction Construction Construction Construction Construction	2 2 2 2	155,000 - 155,000 - - - - 110,000	\$ \$ \$ \$ \$:	\$ \$ \$:	2 2 2	-	2 2 2	-	2	
Construction Furniture, Fixtures and Equipment table License Plate Reader's (2) Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment aches Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment taboro Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction Construction Construction Construction Construction Construction Construction	\$ \$	155,000 - 155,000 - - - - 110,000	\$ \$ \$ \$:	2 2	:	2	-	2	-	\$	
Furniture, Fixtures and Equipment rtable License Plate Reader's (2) Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment notes: Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting/Design Construction Furniture, Fixtures and Equipment Is boro Boulevard Roundabout Design Planning & Arch Outside Consulting/Design Construction	2 2 2	155,000 - - - 110,000	\$ \$ \$ \$		\$	-	\$	-	2	-	\$	
table License Plate Reader's (2) Planning & Arch Outside Consuling Design Construction Furniture, Fixtures and Equipment sches Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consuling Design Construction Furniture, Fixtures and Equipment sbore Boulevard Roundabout Design Planning & Arch Outside Consuling Design Construction	2 2 2	155,000 - - - 110,000	\$ \$ \$		\$			-		-	\$	
Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment thes Drainage Ditch Overgrowth Trimming Planning & Arch Outside Consulting Design Construction Furniture, Fixtures and Equipment bore Boulevard Roundabout Design Planning & Arch Outside Consulting Design Construction Construction Construction Construction Construction Construction Construction Construction Construction	2	110,000	2	:	2							155,0
laming & Arch unide Consulting Design onstruction unature, Fixtures and Equipment he: Drainage Disch Overgrowth Trimming laming & Arch untide Consulting Design onstruction unature, Fixtures and Equipment oro Boulevard Roundabout Design laming & Arch unide Consulting Design onstruction onstruction	2	110,000	2	:	2							
de Consulting Design ruction hre, Fixtures and Equipment Drainage Ditch Overgrowth Trimming ing & Arch de Consulting Design ruction hre, Fixtures and Equipment Boulevard Roundabout Design ing & Arch de Consulting Design ruction	2	110,000	2	-	-		\$		\$			
struction Drainage Ditch Overgrowth Trimming ning & Arch side Consuling Design struction shire, Fixtures and Equipment Boulevard Roundabout Design ning & Arch side Consuling Design struction	\$	110,000	\$	-	2		Š	_	Š	_		
ithre, Fixtures and Equipment Drainage Ditch Overgrowth Trimming using & Arch dide Consulting Design struction diture, Fixtures and Equipment Boulevard Roundabout Design using & Arch dide Consulting Design struction		110,000		-	\$		\$		Š			
Drainage Ditch Overgrowth Trimming sing & Arch ide Consulting Design struction ihre, Fixhres and Equipment Boulevard Roundabout Design sing & Arch ide Consulting Design struction	\$							-		-		
ning & Arch ide Consulting Design struction ithre, Fixtures and Equipment Design ning & Arch ide Consulting Design struction	2	110,000		-	2	-	\$	_	<u>s</u>		_	
ing & Arch ide Consulting Design truction here, Fixheres and Equipment Boulevard Roundabout Design ing & Arch ide Consulting Design truction			\$		2	-	2	-	2	-	2	110,0
Outside Consulting Design Construction Furniture, Fixtures and Equipment bore Boulevard Roundabout Design Flaming & Arch Outside Consulting Design Construction	_											
naturation raihure, Fixtures and Equipment ore Boulevard Roundabout Design taming & Arch thide Consulting Design testruction	2	-	\$	-	2	-	2	-	2	-		
nihre, Fixhres and Equipment re Boulevard Roundabout Design uning & Arch tide Consulting Design astruction	2	-	\$	-	2	-	2	-	2	-		
ore Boulevard Roundabout Design uming & Arch state Consulting Design matraction	2	100,000	\$	-	2	-	2	-	\$	-		
ming & Arch side Consulting Design astruction	2	-	2	-	2	-	\$	-	\$	-		
ming & Arch tride Consulting Design astraction	2	100,000	\$	-	\$	-	\$	-	\$	-	2	100,0
Outside Consulting Design Construction												
onstruction	2	-	\$	-	2	-	2	-	\$	-		
onstruction	\$	80,000	\$	-	2	-	\$	-	\$	-		
uminre, Fixtures and Equipment	\$	-	S	-	2	-	\$	-	\$	-		
	\$	-	\$	-	\$	-	\$	-	\$	-		
	2	80,000		-	\$	-	\$	-	\$	-	2	80,0
mar Park Maintenance Shed												
nning & Arch	\$	10,000	S	-	2	-	\$	-	S	-		
stride Consulting/Design	\$	-	S	-	\$	-	S		S			
nstruction	s		s	-	\$	-	s		s			
nihre, Fixhres and Equipment	s	70,000	\$	_	\$	-	s	_	s	_		
	\$	80,000		-	\$	-	S	-	S	-	\$	80,0
ion Technology Improvements												
ming & Arch	2		\$		2	_	2		\$			
riide Consulting Design			s	_	s		Š	_	s			
enstruction					Š		Š	_	Š	_		
	2	_	100				s					
, Fixtures and Equipment		76,000	2	-	\$	-			2	_	2	76,0

5 Year Capital Improvement Program

		FY 2020		FY 2021	_	Y 2022		Y 2023	FY 2024		Total FY 2020-2024		
Hillsboro Boulevard Lighting Extension		1 2020	_	F 1 2021		¥ 2022	- 1	1 2023	-	1 2024	FI	2020-2024	
Planning & Arch	2	_	s	_	2	_	S	_	\$				
Outside Consulting Design	Š	_	Š	_	Š	_	Š	_	Š	_			
Construction	Š	55.000			Š		Š		Š				
Furniture, Fixtures and Equipment	s	-	s		s		Š		Š				
I wante, I make the Equipment	2	55,000		-	s	-	s	-	s	-	2	55,000	
Parks Trash Receptacle Replacement													
Planning & Arch	2	-	S	-	2	-	\$	-	\$	-			
Outside Consulting/Design	2	-	S	-	2	-	\$	-	2	-			
Construction	2	-	S	-	2	-	\$	-	\$	-			
Furniture, Fixtures and Equipment	2	50,000	\$		\$	-	2	-	\$	-			
•	2	50,000	\$	-	2	-	\$	-	\$	-	\$	50,000	
Toro Workman HDX Sprayer													
Planning & Arch	2	-	\$	-	2	-	2	-	2	-			
Outside Consulting/Design	2	-	\$	-	2	-	2	-	2	-			
Construction	2	-	\$	-	2	-	2	-	2	-			
Furniture, Fixtures and Equipment	2	45,000	\$	-	2	-	2	-	2	-			
	2	45,000	S		2	-	2	-	\$	-	2	45,000	
ine Trail: Playground Perimeter Fencing													
Planning & Arch	2	10,000		-	\$	-	\$	-	\$	-			
Outside Consulting Design	2	-	S	-	2	-	\$	-	2	-			
Construction	2	-	S	-	2	-	\$	-	2	-			
Furniture, Fixtures and Equipment	2	30,000 40,000			2		2	-	2		\$	40.00	
Reet Management System Configuration													
Planning & Arch	2	30,000			2		S		\$				
Outside Consulting Design	Š	-	Š		Š	_	Š		Š	_			
Construction	Š		Š		Š		Š		Š				
Furniture, Fixtures and Equipment	Š		Š		Š		Š		Š				
rumine, ramees and rejulies	2	30,000	s		\$	-	s	-	S	-	2	30,00	
Public Property Beautification													
Planning & Arch	2	-	\$	-	2	-	\$	-	\$	-			
Outside Consulting/Design	2	-	\$	-	2	-	2	-	\$	-			
Construction	2	-	\$	-	2	-	\$	-	\$	-			
Furniture, Fixtures and Equipment	2	20,000		-	2	-	\$	-	2				
	2	20,000	\$		2	-	2	-	\$	-	2	20,000	
Additional ADA Compliant Webstreaming	-		_										
Planning & Arch	2	-	S	-	2	-	S	-	S	-			
Outside Consulting-County Payment	2	-	S	-	2	-	2	-	2	-			
Construction	2		S	-	2	-	2	-	\$	-			
Furniture, Fixtures and Equipment	2	15,000	_	-	\$	-	\$	-	\$	-			
	2	15,000	S	-	\$	-	\$	-	\$	-	2	15,000	
Capital Improvement Projects Fund Total	•	4,759,000	S		\$		s		\$		\$	4,759,000	
Capital Employeness Front 1981	*	4,739,000	*		÷		•	_	4		*	4,739,000	

_						\mathcal{F}_{r}	0					
	1	FY 2020	F	Y 2021	F	7 2022	FV	2023	74	72024	Tota FY 2020	
Funding Source: Capital Replacement Fund			-									
Freightliner M2-112 Dump Truck												
Planning & Arch	\$	-	2	-	2	-	2	-	2	-		
Outside Consulting/Design	\$	-	2	-	2	-	\$	-	2	-		
Construction	\$	-	2	-	2	-	\$	-	2	-		
Furniture, Fixtures and Equipment	2	110,000			2	-	\$		2		\$ 11	0.00
		110,000	-		-		-		•			
Ford F-550 Lift Body												
Planning & Arch	2	-	2	-	2	-	2	-	2	-		
Outside Consulting/Design	2	-	2	-	2	-	2	-	2	-		
Construction	2	-	2	-	2	-	2	-	2	-		
Furniture, Fixtures and Equipment	\$	87,500		-	2	-	\$		2	-		
	2	87,500	2	-	2	-	\$	-	2	-	\$ 8	7,50
Wanco WTLMB Solar Message Board (2)												
Planning & Arch	\$	-	2	-	2	-	\$	-	2	-		
Outside Consulting/Design	\$	-	2	-	2	-	\$	-	2	-		
Construction	2	-	2	-	2	-	2	-	2	-		
Furniture, Fixtures and Equipment	2	40,300	2	-	2	-	\$	-	2	-		
	2	40,300	2	-	2	-	\$	-	2	-	\$ 4	0,30
John Deere HPX615E Gator (4)												
Planning & Arch	2	-	2	-	2	-	\$	-	2	-		
Outside Consulting/Design	\$	-	\$	-	\$	-	S		\$	-		
Construction	\$	-	s	_	s	_	s		Š	_		
Furniture, Fixtures and Equipment	s	40,000			s	_	s		Š			
	2	40,000	_	-	\$	-	\$	-	\$	-	\$ 4	0,00
Ford F-250 Extended Cab Utility Body												
Planning & Arch	\$		2	_	2		\$		2			
Outside Consulting/Design	2		s		s	_	s		2			
Construction	2	-	Š		s	_	Š		Š			
Furniture, Fixtures and Equipment	s	37,500			Š		Š		Š			
rumme, rames and Equipment		37,500			-		s		\$		\$ 3	7.50
	•	37,500	•	_	•	-	•	-	•	-		7,50
Ford F-250 4x4 Crew Cab Planning & Arch	\$	_	2	_	2	_	\$	_	2	_		
Outside Consulting Design	\$	_	Š	_	Š		Š	-	Š	_		
Construction	\$		2	-	\$	-	s	•	\$	-		
	2	37,500		-		-	\$	•	2	-		
Furniture, Fixtures and Equipment	3	37,500		-	2	•		-		-		7.00
	2	3/,300	2	-	2	-	\$	-	2	-	\$ 3	7,50
Wacker Neuson RD18-100 Roller	_											
Planning & Arch	\$	-	2	-	\$	-	S	-	2	-		
Outside Consulting/Design	\$	-	2	-	2	-	\$	-	2	-		
Construction	2	-	2	-	2	-	2	-	2	-		
Furniture, Fixtures and Equipment	2	35,300		-	\$	-	\$	•	2	-		
	\$	35,300	2	-	2	-	\$	-	2	-	\$ 3	5,30
Toro Workman HDX Top Dresser												
Planning & Arch	2	-	2	-	2	-	\$	-	2	-		
Outside Consulting/Design	\$	-	2	-	2	-	\$	-	2	-		
Construction	2	-	2	-	\$	-	\$	-	2	-		
Furniture, Fixtures and Equipment	\$	33,000	\$	-	\$	-	S		\$	-		
	\$	33,000			\$		s		\$		\$ 3	3,00

5 Year Capital Improvement Program

	,	FY 2020		FY 2021	F	Y 2022		Y 2023	F	¥ 2024	FV	Total 2020-202
Ford F-250 Regular Cab												
Planning & Arch	2	-	\$	-	2	-	\$	-	\$	-		
Outside Consulting/Design	2	-	\$	-	2	-	\$	-	2	-		
Construction	2	-	\$	-	2	-	\$	-	2	-		
Furniture, Fixtures and Equipment	2	32,900 32,900		-	2	-	2	-	2	-	2	32,90
Ford F-250 Extended Cab		,										
Planning & Arch	2		\$		2		2		2			
Outside Consulting Design	2		Š		s		Š		Š			
Construction	2		Š		Š		Š		Š			
Furniture, Fixtures and Equipment	2	28,000		-	Š	_	Š	_	Š			
rumus, rances and Equipment	2	28,000		-	\$	-	\$	-	s	-	2	28,00
Computer Replacements (22 computers)												
Planning & Arch	2	-	\$	-	2	-	\$	-	2	-		
Outside Consulting/Design	2	-	\$	-	2	-	\$	-	2	-		
Construction	2	-	\$	-	2	-	\$	-	2	-		
Furniture, Fixtures and Equipment	2	22,000	\$	-	2	-	\$	-	2	-		
	2	22,000	\$	-	2	-	\$	-	\$	-	2	22,00
Capital Replacement Fund Total	\$	504,000	\$	-	\$	-	\$	-	\$	-	\$	504,00
Funding Source: Infrastructure Replacement Fund												
Artificial Turf Replacement Field: 1 & 2												
Planning & Arch	2	-	\$	-	2	-	\$	-	2	-		
Outside Consulting/Design	2	-	\$	-	2	-	\$	-	2	-		
Construction	2	800,000	\$	-	2	-	\$	-	2	-		
Furniture, Fixtures and Equipment	2	-	\$	-	2	-	\$	-	2	-		
	2	800,000	2	-	2	-	2	-	\$	-	2	800,00
rrigation Pump Station Replacements												
Planning & Arch	2	-	\$	-	2	-	2	-	2	-		
Outside Consulting-County Payment	2	-	\$	-	2	-	2	-	2	-		
Construction	2	-	\$	-	2	-	\$	-	2	-		
Furniture, Fixtures and Equipment	2	112,000		-	2	-	2	-	2	-		
	2	112,000	\$	-	2	-	\$	-	\$	-	2	112,00

5 Year Capital Improvement Program

	1	Y 2020	F	Y 2021	F	7 2022	F	7 2023	F	7 2024	F	Total 7 2020-2024
Sidewalks												
Planning & Arch	2	-	2	-	2	-	2	-	2	-		
Outside Consulting/Design	2	-	\$	-	\$	-	\$	-	\$	-		
Construction	2	90,000	\$	-	\$	-	\$	-	\$	-		
Furniture, Fixtures and Equipment	2	-	\$	-	\$	-	\$	-	\$	-		
	2	90,000	\$	-	2	-	\$	-	\$	-	2	90,000
Public Safety Building Improvements												
Planning & Arch	2	-	2	-	\$	-	\$	-	2	-		
Outside Consulting	2	-	2		2		2	-	\$	-		
Construction	2	75,000	2	-	2	-	2	-	\$	-		
Furniture, Fixtures and Equipment	2	-	2	-	2	-	\$	-	2	-		
	2	75,000	\$	-	2	-	\$	-	2	-	2	75,000
Public Safety Building AC Replacement												
Planning & Arch	2	-	\$	-	\$	-	\$	-	\$	-		
Outside Consulting	2		2			-			\$	-		
Construction	2	-	2	-	\$	-	2	-	\$	-		
Furniture, Fixtures and Equipment	2	64,000	2	-	2	-	2	-	2	-		
	2	64,000	\$	-	2	-	\$	-	\$	-	2	64,000
Public Work: AC Replacement												
Planning & Arch	2	-	\$	-	2	-	2	-	\$	-		
Outside Consulting	2	-	2		\$		\$	-	\$	-		
Construction	2	-	\$	-	\$	-	\$	-	\$	-		
Furniture, Fixtures and Equipment	2	30,000	\$	-	\$	-	\$	-	\$	-		
	2	30,000	S	-	2	-	\$	-	\$	-	\$	30,000
Infrastructure Replacement Fund Total	\$	1,171,000	\$	-	\$	-	\$	-	\$	-	\$	1,171,000
Capital Improvement Program Total	\$	6,434,000	\$		\$		\$		\$		\$	6,434,000

Attachment 6-B

Broward County School Board Five-Year District Educational Facilities Plan (DEFP)

Table 6-8: Five-Year Adopted Capital Improvement Program, City of Parkland (FY2015/16 – 2019/20)

	FY15-16	 FY16-17	- FY17-18	FY18-19		Total 5-Year Cost	Funding Source
City Recreation and Open Space Improvements		111017	1117 10	1110 15	1119 20	Tours Tear Cost	Tunuing Source
Pine Trails Park	-2,200,000					2,200,000	— General Fund
Pine Trails Park Field Renovations	89,800	89,800	89,800	89,800	89,800	449,000	— General Fund
Doris Forman Boardwalk Rail Replacement	108,000					108,000	General Fund
Quigley Park Tennis Center	2,735,000					2,735,000	General Fund/ Impact Fees
Parks Irrigation Improvements	74,000					74,000	General Fund
Liberty Park	280,000					280,000	General Fund
Public Property Beautification	20,000	20,000	20,000	20,000	20,000	100,000	General Fund
General Government Improvements			<u> </u>			- 1	1
Library Redesign & Reconfiguration	80,000	1,250,000				1,330,000	-Impact Fees
Information Services Improvements		150,000		104,000		254,000	General Fund
City Transportation Improvements						•	•
Fire Station Emergency Traffic Signals	725,000	275,000				1,000,000	General Fund
Street Lighting	-85,000	594,000	67,000	512,000	340,000	1,598,000	General Fund
Roadway and Trail Improvements			580,000		1,655,000	2,235,000	General Fund
Loxahatchee Road Improvements	220,000			2,640,000		2,860,000	General Fund/ FDOT/MPO
Traffic Signal Preemption Device	45,000					45,000	General Fund
Citywide Traffic Circulation Improvements		320,000	320,000			640,000	General Fund
Physical Environment Improvements	•		•	•			
Vehicles and Equipment	230,100					230,100	General Fund
Public Safety Improvements							
Western Fire Station Carpet Replacement	5,200					5,200	General Fund

CHAPTER SEVEN

Note: <u>Underlined</u> words are proposed additions. Struck-through words are proposed deletions.

INTERGOVERNMENTAL COORDINATION ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL 7 **INCREASE PROCESSES** AMONG THE **VARIOUS** GOVERNMENTAL, PUBLIC, AND PRIVATE ENTITIES TO ACHIVE: FOR COORDINATION OF ALL **PLANS**; DEVELOPMENT ACTIVITIES; PRESERVATION OF THE QUALITY OF LIFE; AND EFFICIENT USE OF AVAILABLE RESOURCES.

7.1 *Objective:*

The City shall continue contact through formal and coordinate planning efforts with the Broward County School Board, Broward County Board of Commissioners, and County officials, adjacent municipalities, and other regional and local agencies providing services or regulatory control over the use of land within Parkland.

Record of meetings with other units of local governments and the School Board and other special districts.

7.1.1. Policy:

Parkland shall distribute notices for amendments to its Comprehensive Plan adopted byto the entities described in Objective 7.1.

7.1.2. Policy:

The City shall continue formal and informal methods to increase the effectiveness of the existing coordination mechanisms of intergovernmental coordination which shall include but not be limited to the official identification of primary responsibility for coordination.

7.1.3. Policy:

The City shall continue regular meetings between its City Manager and members of its planning staff and their counterparts in adjacent municipalities to discuss each City's plans for growth management and upcoming developments which could affect any of those Cities.

7.1.4 Policy:

The City's Comprehensive Plan will be consistent, with the State of Florida Strategic Plan, South Florida Regional Policy Plan, Broward County Comprehensive Plan, the Comprehensive Plans of adjacent local governments, and applicable regional water supply plan(s).

7.1.5 Policy:

The City will consult with their water suppliers prior to issuing building permits to ensure adequate water supplies to serve new development is available by the date of issuance of a certificate of occupancy.

7.1.6. Policy:

The City shall <u>participate inuse</u> the Regional Planning Council's informal mediation process <u>as mechanisms</u> to provide an open forum for communication and coordination of programs involving the Comprehensive Plan, and to resolve conflicts with other local governments as prescribed in Section 186.509, F.S.

7.1.7. Policy:

The City shall Ccooperatively pursue the resolution of development and growth management issues having impacts that transcend the City's current political jurisdiction including issues of federal, regional, and state significance with the appropriate agencies. Issues to be addressed include, but are not limited to, the following:

- a) Maintenance of rural character including appropriate roadway width;
- b) Coordination of school impacts and school level of service measurement, including student generation rates;
- c) Coordination of multipurpose trails with County greenway system;
- d) Coordinated review of wetland, environmental resource, surface water management, consumptive water use, wastewater permits; and
- e) Any other state development approval within the scope of a participating agency's authority.

7.1.8. Policy:

The City shall request the state land planning agency to coordinate multi-agency assistance on plan amendments that may adversely impact important state sources of or facilities.

7.2. Objective:

The City will adopt a concurrency management system to effectively manage and monitor growth and assure that facilities and services meet adopted levels of service.

Annual review of levels of service and any deficiencies caused by new development.

7.2.1. Policy:

Parkland will continue to be a member of Broward County League of Cities.

7.2.2. Policy:

Parkland shall continue to review agendas and minutes of the South Florida Regional <u>Planning</u> Council, Broward County Planning Council, Broward County MPO, other regional agencies and adjacent communities.

7.2.3. Policy:

New electric transmission lines subject to the Florida Transmission Line Siting Act should be sited in a manner that will consolidate such lines within existing corridors and that new corridors should be planned in coordination with the land use plans of the City of Parkland.

7.3 *Objective:*

The City shall establish coordination mechanisms with those state, regional or local entities having operational and maintenance responsibility for public facilities that affect the level of service standards within Parkland.

Record of established coordination mechanisms.

7.3.1 Policy:

Parkland will use the Regional Planning Council for informal mediation when the level of service standards with adjacent cities or the County cannot be resolved.

7.3.2 Policy:

Parkland shall initiate a process to inform the city residents of all present and future planning issues and developments.

7.4 *Objective:*

Maximize the City's ability to ensure compatibility of land uses, preserve amenities and protect natural resources.

Record of incompatible uses and damage to amenities and natural resources.

7.4.1 Policy:

The City will coordinate its annexation plans with <u>Broward County and</u> the appropriate <u>adjacent local governments</u>, and, will work with all parties involved to <u>satisfactorily negotiate satisfactory annexationsjoint planning measures that serve the best interests of the City of Parkland and contiguous communities.</u>

7.4.2 Policy:

Adjacent municipalities and the South Florida Regional Planning Council will be notified of any development proposal that might have an impact on adjacent governments.

7.4.3 Policy:

The City shall coordinate with other federal, state, and local agencies or nonprofit organizations in managing natural areas or and open spaces.

7.4.4 Policy:

The City shall continue to utilize the following procedures to identify and implement joint planning areas (JPAs) for the purpose of addressing issues related to annexation and mutual infrastructure service areas:

- a) Coordinate planning activities mandated by the various elements of the Parkland Comprehensive Plan with local governments, the Broward County School District, <u>and</u> other governmental units providing services but not having regulatory authority over the use of land, the region, and the state;
- b) Use of the South Florida Regional Planning Council's informal mediation process to resolve conflicts with the other local governments, when agreed to by all affected parties;
- c) Demographic and <u>socialsocio</u>-economic information and services shall be readily available for <u>regional</u>, county, school board, and municipal planning <u>activitiesagencies</u>; and
- d) Siting of facilities with county-wide significance, including locally unwanted land uses, such as solid waste disposal facilities.

7.5 Objective:

Ensure coordination with the Broward County <u>Public</u> Schools <u>District</u> to establish concurrency requirements for public school facilities.

7.5.1 Policy:

The City of Parkland, in cooperation with appropriate local, county, and state governments and agencies, shall continue to utilize-use the following collaborative planning process to reach decisions on population projections and public school siting:

- a) Employ compatibility and public school impact procedures, which consider land use compatibility and public school impacts through the use of flexibility provisions included in the Parkland Comprehensive Plan;
- b) Provide the Broward County School District with population projections and other demographic and socio-economic data to assist the School Board with <u>determining appropriate</u> student generation rates and <u>appropriate</u> public school siting;
- c) If requested, provide professional support to the School Board Superintendent's site review committee;
- d) Involve the Broward County School District during the review process for residential Land Use Plan Amendments, Plats, and Developments of Regional Impact;
- e) The procedures shall be coordinated in a manner that conforms to the <u>City's PSFE and</u> interlocal agreement between the City and the School District and any future amendments to this agreement; and
- f) The City shall continue to participate in the Broward County School District Staff Working Group that addresses public school facilities concurrency.

Attachment B

of Ordinance 2020-003

CHAPTER TEN

PUBLIC SCHOOL FACILITIES ELEMENT DATA, INVENTORY, AND ANALYSIS

In compliance with the provisions set forth in F.S. 163.3177(1), 163.31777, and 163.3180(6)(a); and, in cooperation with the various municipalities in Broward County, City of Parkland implements public school concurrency on a county-wide level through the Third Amended and Restated Interlocal Agreement for Public School Facility Planning. The data, inventory, and analysis for school facilities that has been prepared by Broward County (Appendix 10-1-DIA) shall be incorporated herein; and, relied upon to establish goals, objectives and policies for the City of Parkland Public School Facilities Element.

APPENDIX 10-1-DIA

Broward County Comprehensive Plan
Public School Facilities Data, Inventory, and Analysis

CHAPTER TEN

PUBLIC SCHOOL FACILITIES ELEMENT GOALS, OBJECTIVES, AND POLICIES

THE CITY OF PARKLAND IN COLLABORATION WITH THE GOAL 10 SCHOOL BOARD OF BROWARD COUNTY (SCHOOL BOARD), SHALL ENSURE THAT PUBLIC SCHOOL FACILITIES WILL BE AVAILABLE FOR CURRENT AND **FUTURE STUDENTS** CONSISTENT WITH AVAILABLE FINANCIAL RESOURCES AND ADOPTED LEVEL OF SERVICE STANDARDS (LOS). THIS WILL BE ACCOMPLISHED RECOGNIZING THE SCHOOL BOARD'S STATUTORY AND CONSTITUTIONAL RESPONSIBILITY TO PROVIDE A UNIFORM SYSTEM OF ADEQUATE PUBLIC SCHOOL FACILITIES AND THE AUTHORITY OF THE CITY FOR **DEVELOPMENT PERMITTING AND COMPREHENSIVE** PLANNING.

10.1 Objective:

Pursuant to Chapters 163.3177 and 163.3180 F.S. and the Third Amended and Restated Interlocal Agreement for Public School Facility Planning (TRILA), the City shall provide comments to the School Board during its annual preparation, update and adoption of the Five-Year District Educational Facilities Plan (DEFP). The School Board shall also ensure that school facilities are planned to meet the long-term planning period of the Public School Facility Element (PSFE) of the City of Parkland Comprehensive Plan, consistent with the provisions of the TRILA (Appendix 10-1).

10.1.1 Policy

The School Board DEFP (Broward County School Board adopted district facility plan dated September 5, 2018, including the 5-year schedule of capital improvements) is hereby adopted into the City of Parkland CIE.

<u>10.1.2 Policy:</u>

The financially feasible schedule of the DEFP shall be annually adopted into the City of Parkland Comprehensive Plan Capital Improvements Element (CIE) by reference.

10.1.3 Policy:

The School Board, through the Adopted DEFP, shall depict the

capacity needed to achieve and maintain the adopted LOS for each concurrency service area (CSA) within the five-year planning period. These projections are included in the supporting documents of the PSFE.

10.1.4 Policy:

The School Board, through the DEFP, shall provide a five-year financially feasible schedule for the remodeling/renovation of existing schools to meet the identified needs of aging schools and replace worn facilities.

10.1.5 Policy:

The School Board shall amend the DEFP on an annual basis to:

- 1. Add a new fifth year;
- 2. Reflect changes in estimated capital revenues, planned capital appropriations costs, planned capital facilities projects, CSA and school usage; and,
- 3. Ensure the DEFP continues to be financially feasible for the five-year planning period.

10.1.6 Policy:

Annual amendments to the CIE shall be coordinated with adopted updates to the DEFP and CSA maps. The annual plan amendments shall ensure that the schedule of capital improvements within the CIE continues to be financially feasible and the LOS will be achieved and maintained.

10.2 *Objective:*

The City shall participate in the Broward County county-wide public school facilities concurrency management system for implementation of public school concurrency to ensure that public school facilities are available at the adopted level of service standard concurrent with the impact of proposed residential development.

10.2.1 Policy:

The City, in collaboration with the Broward County School Board and Broward County shall implement a concurrency management system consistent with the policies included in Broward County's and the City's Public School Facilities Element, with procedures and requirements included within the City's Land Development Code and the ILA.

10.2.2 Policy:

The CSAs shall be the annually adopted school attendance boundaries for each elementary, middle and high school. The maps

of the CSAs are maintained in the data and analysis section of this Element.

10.2.3 Policy:

The Level of Service standard shall be the higher of 100% gross capacity (including relocatables) or 110% permanent Florida Inventory of School Housing (FISH) capacity for the purpose of establishing uniform, districtwide level-of-service standards for public schools, as outlined in the adopted Third Amended Interlocal Agreement.

10.2.4 Policy:

If adequate capacity is not available in a CSA for a proposed residential development but capacity exists in one or more contiguous CSAs, the development may proceed consistent with the provisions and procedures in the City's Land Development Code and the ILA.

10.2.5 Policy:

If adequate capacity is not currently available in a CSA or contiguous CSA for a proposed residential development but capacity is scheduled in the DEFP to be available within three (3) years after the issuance of final subdivision or site plan approval or functional equivalent, development of the project may proceed in accordance with the provisions and procedures in the City's Land Development Code and the ILA.

10.2.6 Policy:

The City shall not approve a residential plat or site plan or functional equivalent until the School Board has reported that the school concurrency requirement has been satisfied consistent with the provisions and procedures in the City's Land Development Code and the ILA.

10.2.7 Policy:

The CSAs shall be established and subsequently modified to maximize available school capacity and make efficient use of new and existing public schools in accordance with the level of service standards and the permanent capacity, taking into account special considerations such as core capacity, special programs, transportation costs, geographic impediments, diversity programs, and class size reduction requirements to prevent disparate enrollment levels between schools of the same type (elementary,

middle, high) and provide an equitable distribution of student enrollment district-wide.

10.2.8 Policy:

The projected student impact of a proposed residential development shall be determined using the student generation rates approved by the School Board and adopted within the City's Land Development Code. The student generation rates shall be reviewed and updated at least every three (3) years.

10.2.9 Policy:

The public school concurrency approval for residential plats shall expire if development within the plat does not commence within five (5) years following the date of City Commission approval.

Objective: 10.3

The School Board, pursuant to Chapter 163.3180 F.S. and the ILA, shall adopt proportionate share mitigation alternatives that provide an option for residential developments unable to meet the public school concurrency requirement. Upon approval of a proportionate share mitigation alternative by the School Board and completion of necessary binding agreements, a development will be deemed to have met the public school concurrency requirement and may proceed.

10.3.1 Policy:

A residential development's proportionate share mitigation value shall be determined by multiplying the number of additional student stations needed to mitigate the impact of the proposed development on schools within the affected CSA(s) not meeting the adopted LOS standards by the State cost per student station for each school type plus a land impact cost share, if applicable. Pursuant to Section 163.3180(13)(e)(2), F.S., the applicant's proportionate share mitigation obligation shall be credited toward any other impact or exaction fee imposed by local ordinance for the same need, on a dollar-for dollar basis, at fair market value.

10.3.2 Policy:

Proportionate share mitigation shall enhance the capacity of the schools (or provide for the construction of new schools) serving the proposed residential development. Proportionate share mitigation shall equate to at least one permanent classroom, which may be funded by one or more residential developments, or other identified funding sources. Mitigation that results in the need for school site(s) shall primarily be the dedication of land.

Proportionate share mitigation shall include the following options, as further defined and subject to, procedures and requirements in the ILA:

- 1. Purchase or dedication of needed elementary, middle or high school sites.
- 2. Construction of capacity improvements identified in years four (4) or five (5) of the DEFP including advancement of such improvements into the first three years of the DEFP.
- 3. Construction of previously unplanned schools, classroom additions, modular classrooms or similar facilities. Such facility capacity shall be included in the first three years of the DEFP.
- 4. Construction of the needed capacity at one or more charter schools.
- 5. Other mitigation options approved by the School Board on a case by case basis contingent upon a School Board finding that the option mitigates the impact of the proposed development.

10.3.3 Policy:

Mitigation shall be assured by a legally binding agreement between the School Board, the applicant and the City executed prior to the issuance of the final subdivision plat or the final site plan approval (or functional equivalent). The School Board must commit in the agreement to placing the improvement required for mitigation in the first three years of the DEFP.

10.4 *Objective:*

The City shall coordinate with the School Board, and Broward County to ensure that the locations of existing and proposed school sites are compatible with and proximate to the existing and planned land uses they serve. Such coordination shall ensure there is adequate public infrastructure available to serve existing and planned school sites including infrastructure which provides safe access to schools.

10.4.1 Policy:

The City will coordinate through procedures established in the ILA that existing and proposed public school facility sites are consistent and compatible with the City of Parkland Comprehensive Plan.

10.4.2 Policy:

The City will coordinate with the School Board and Broward County to prepare projections of future development and public school enrollment growth and to ensure such projections are

consistent with the City's future land use map and the School Board's Long Range Public School Facilities Map, and procedures and requirements identified in the ILA.

10.4.3 Policy:

Consistent with Section 163.3180 F.S., the School Board and Broward County PSFE shall prepare future conditions maps showing existing and anticipated school facilities for the short-term (5 year) and long-term (10 year) planning time frames.

10.4.4 Policy:

Consistent with provisions and procedures in the ILA, the School Board will advise the City of inconsistencies in the City's Comprehensive Plans and Comprehensive Plan Amendments with the DEFP and Long-Range School Facilities Plan.

10.4.5 Policy:

The School Board shall monitor and participate in City's plat review and site plan review processes, the Development of Regional Impact (DRI) process, the Comprehensive Plan Amendment process and other development order/permit processes.

10.4.6 Policy:

The City shall utilize the procedures identified within the ILA, including the Staff Working Group and Oversight Committee established by the ILA, to coordinate the annual review of school enrollment projections in addition to the preparation and annual reviews of public school facilities elements and ensure that the elements are consistent with each other.

10.4.7 Policy:

The City shall amend its CIE after the School Board annually updates and adopts the DEFP and transmits it to the City consistent with the provisions and procedures of the ILA, including any supplemental amendments.

10.4.8 Policy:

The City shall share and coordinate information with the School Board and Broward County through the municipal platting, Development Review Committee, and school siting processes and procedures identified in the ILA to ensure the location, phasing, and development of public school facilities, including additions to

existing facilities is coordinated with the provision of necessary public facilities.

10.4.9 Policy:

The City shall coordinate with the School Board and Broward County through the school siting process identified in the ILA and the City's municipal platting and Development Review Committee processes to implement strategies, consistent with Florida's Safe Ways to School Program.

10.5 Objective:

The City, pursuant to the ILA, shall coordinate the location of public school facilities with the School Board and Broward County relative to the location of other public facilities such as parks, libraries and community centers and promote schools to be focal points within the community.

10.5.1 Policy:

In the planning, siting, land acquisition, permitting and development of a new school facility or significant renovation or expansion, the School Board shall coordinate with the City on the availability of public facilities, services and grounds.

10.5.2 Policy:

The City shall pursue shared use and co-location of school sites with School Board and County facilities having similar facility needs, such as libraries, parks, ball fields, and other recreation facilities.

10.5.3 Policy:

Through the design of school facilities, establishment of school siting standards and pursuit of collocation opportunities, the School Board is encouraged to promote school facilities to serve as community focal points.

10.5.4 Policy:

The City will coordinate with the School Board and Broward County on efforts to build new school facilities, which are designed to serve as emergency shelters as required by Section 1013.372, F.S.

APPENDIX 10-1

Third Amended & Restated Interlocal Agreement

for

Public School Facility Planning



CITY OF PARKLAND

AGENDA SUMMARY

Meeting: Wednesday, November 18, 2020 Agenda Item: 9.C

ORDINANCE: 2020-004 Regular Agenda, Second Reading

SHORT TITLE: Water Supply Plan Update; Second Reading

SUBMITTED BY: Michele Mellgren

MEETING GROUP: City Commission ORIGIN OF REQUEST: Staff

STAFF RECOMMENDATION

Staff recommends approval

STRATEGIC PLAN

Strategy: Effective & Efficient Government

Goals & Actions by Strategy: Maintain a safe community

BACKGROUND & PURPOSE

In accordance with Florida Statutes (Section 163.3177(6)(c)3), the City of Parkland must adopt a Water Supply Facilities Work Plan (WSFWP) into its comprehensive plan within eighteen (18) months after the South Florida Water Management District (SFWMD) approves a regional water supply plan update. The SFWMD approved the 2018 Lower East Coast Regional Water Supply Plan update on November 8, 2018 and the final administrative order was issued on January 11, 2019.

Public Hearings

Planning & Zoning (March 12, 2020) Board member David Ofstein motioned to approve Ordinance 2020-004. Board member Neil Vogel seconded the motion. Board approved unanimously (7-0).

FISCAL IMPACT

n/a

1

2	ODDINANCE NO. 2020 004
3 4	ORDINANCE NO. 2020-004
5	AN ORDINANCE ADOPTING THE CITY OF PARKLAND 10-
6	YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE;
7 8	AMENDING THE COMPREHENSIVE PLAN INFRASTRUCTURE ELEMENT TO INCLUDE STATUTORY
9	PROVISIONS REQUIRED FOR THE WATER SUPPLY PLAN
10	UPDATE; PROVIDING FOR TRANSMITTAL TO THE STATE
11	LAND PLANNING AGENCY; PROVIDING FOR CONFLICTS;
12 13	PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
14	EFFECTIVE DATE.
15	WHEREAS, Section 373.709, Florida Statutes requires that each Water Management
16	District prepare a regional water supply plan; and
17 18	WHEREAS, Section 163.3177, Florida Statutes requires that municipalities amend their
19	water supply plans pursuant to regional water supply plan updates; and
20	
21	WHEREAS, the South Florida Water Management District updated the Lower East
22 23	Coast Water Supply Plan (LEC Plan) in November 2018; and
24	WHEREAS, the City of Parkland desires to update the City of Parkland Water Supply
25	Facilities Work Plan (City WSFWP) to reflect the changes to the 2018 LEC Plan; and
26 27	WHEREAS, the City of Parkland desires to update the City of Parkland Comprehensive
28	Plan Infrastructure Element and the Capital Improvements Element to reflect the changes to the
29	2018 LEC Plan; and
30	WWW.DELAG No. 1 10 0000 d Di di 17 d D d dai
31 32	WHEREAS , on March, 12, 2020 the Planning and Zoning Board, sitting as the Local Planning Agency, of the City of Parkland, Florida held a duly noticed public meeting and
33	recommended that the City Commission adopt and transmit the updated City WSFWP to the
34	Florida Department of Economic Opportunity, pursuant to Section 163.3184(11)(b), Florida
35	Statutes, for review under the Expedited State Review process; and
36 37	WHEREAS, the City Commission of the City of Parkland, Florida, after conducting two
38	(2) duly noticed public hearings, finds it in the best interest of the residents of the City of
39	Parkland to update the City WSFWP, and authorizes the transmittal of the updated City WSFWP
40	to the Florida Department of Economic Opportunity and to all other governmental agencies
41 42	having jurisdiction, in accordance with state law.
43	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE
44	CITY OF PARKLAND, FLORIDA AS FOLLOWS:
45 46	Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as
47	being true and correct and are hereby incorporated herein and made a part hereof.
10	

48 49

Section 2. The City Commission of the City of Parkland, Florida, hereby approves and adopts the updates to the City Comprehensive Plan Infrastructure Element attached as Exhibit "1", which includes the updates to the City WSFWP (Attachment A of Exhibit 1).

51 52 53

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Section 3. The City of Parkland City Manager or designee is hereby authorized to Formatting key: Strikethrough represents deleted text, and underline represents added text.

· · · · · · · · · · · · · · · · · ·	governmental agency having jurisdiction with regard to
the approval of same, in accordance with	h and pursuant to Chapter 163, Florida Statutes.
Section 4. All Ordinances. Reso	lutions or parts of Ordinances or Resolutions in conflict
or inconsistent with this Ordinance are h	
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	hrase, sentence, paragraph or section of this Ordinance
· · · · · · · · · · · · · · · · · · ·	e invalidity thereof shall not affect the validity of any
remaining portions of this Ordinance.	
	take effect 31 days after the Department of Economic
• • • • • • • • • • • • • • • • • • • •	insmitted plan amendment package is complete, and sha
<u>*</u>	to the City of Parkland Comprehensive Plan, unless
	3184(5), F.S., in which case the Ordinance shall take f Economic Opportunity or the Administration
<u>*</u>	ining the adopted amendment to be in compliance. If a
	by the Administration Commission, this amendment may
<u> </u>	ion of a resolution affirming its effective status, a copy
of which resolution shall be sent to the s	•
PASSED 1ST READING THIS 19th	DAY OF AUGUST, 2020.
ADOPTED ON 2 ND READING THIS	18th DAY OF NOVEMBER, 2020.
CUEV OF DADIZI AND ELODIDA	
CITY OF PARKLAND, FLORIDA	
	RICHARD W. WALKER
	RICHARD W. WALKER MAYOR
ATTEST:	RICHARD W. WALKER MAYOR
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ALYSON MORALES, CMC	
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Memorandum

Date: February 24, 2020 Updated: June 24, 2020

To: Planning & Zoning Board

From: Michele Mellgren, AICP, Planning Director

Subject: City of Parkland's Comprehensive Plan Amendment

Water Supply Plan, Case #LUPA20-002

BACKGROUND:

In 2002, 2004, 2005, and 2011 the Florida Legislature enacted bills to address the State of Florida's water supply needs. These bills, particularly Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373 Florida Statutes ("F.S.") by strengthening the statutory links between the regional water supply plans prepared by the regional water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

While the City does not operate a utility, it does have franchise agreements with Coconut Creek Utilities (which has a usage agreement with Broward County Water & Wastewater Services), North Springs Improvement District (NSID), and Parkland Utilities, Inc., a private company. Residents also rely on private wells in a significant domestic self-supply area.

In accordance with Florida Statutes (Section 163.3177(6)(c)3), the City of Parkland must adopt a Water Supply Facilities Work Plan (WSFWP) into its comprehensive plan within eighteen (18) months after the South Florida Water Management District (SFWMD) approves a regional water supply plan update. The SFWMD approved the 2018 Lower East Coast Regional Water Supply Plan update on November 8, 2018 and the final administrative order was issued on January 11, 2019.

SUMMARY:

Infrastructure Element - The proposed amendments include an update to the level of services standards for North Springs Improvement District and summarizes local impacts of regional issues identified in the SFWMD LECWSP. Revisions to the Element also consolidates Infrastructure Element Policies 4.3.3 and 4.3.4 with new language pursuant to Florida Statutes. The current policy addresses adoption of the Parkland WSFWP within 18 months of adoption of the South Florida Water Management District's Lower East Coast Water Supply Plan (SFWMD LECWSP). Revised Policy 4.3.3:

- Provides for the Parkland Work Plan to be included in the Infrastructure Element;
- Adopts the City of Parkland 2020 WSFWP by reference;
- Requires the Parkland WSFWP to be updated at least every five (5) years within eighteen (18) months of an update to the SFWMD LECWSP; and,
- Requires any changes that occur within the first 5 years of the Parkland Water Supply Facilities Work Plan to be included in the annual updates to the Capital Improvements Plan.

The City of Parkland 2020 Water Supply Facilities Work Plan (2020 Work Plan), which is now incorporated into the Comprehensive Plan as an attachment to the Infrastructure Element, addresses the following:

- Existing and projected water use demand;
- Traditional and alternative water supply (AWS) sources from providers;
- NSID infrastructure development, including considerations for service delivery, improved treatment technologies, and diversification of water supply sources;
- Conservation and reuse programs;
- Climate impacts on water supply, including sea level rise, saltwater intrusion, and extreme weather events; and,
- Impact of regulations on water supply.

Capital Improvements Element - The CIE will be updated to include the most recent Five-Year Capital Improvements Plan, as required annually by Florida Statute under separate ordinance.

STAFF RECOMMENDATION:

Staff recommends the Planning and Zoning Board/Local Planning Agency make a recommendation to the City Commission to **TRANSMIT** the Comprehensive Plan Amendments proposed for the Infrastructure Element, inclusive of the update to the Parkland WSFWP to indicate compliance with the adopted 2018 Lower East Coast Regional Water Supply Plan.

REQUIRED ACTION:

The Planning and Zoning Board must review the subject request and make a recommendation to the City Commission to **TRANSMIT** or **NOT TRANSMIT** the proposed Comprehensive Plan amendments proposed for the Infrastructure Element, inclusive of the update to the Parkland 2020 WSFWP.

ATTACHMENTS:

Exhibit 1: Infrastructure Element

Attachment A: City of Parkland 2020 Water Supply Facilities Work Plan Update

PUBLIC HEARINGS:

Planning and Zoning Board (March 12, 2020) – Board member David Ofstein motioned to approve Ordinance 2020—004. Board member Neil Vogel seconded the motion. Board approved unanimously (7-0).

CITY OF PARKLAND COMPREHENSIVE PLAN

INFRASTRUCTURE ELEMENT

CHAPTER FOUR

INFRASTRUCTURE ELEMENT GOALS, OBJECTIVES, AND POLICIES

GOAL 4 PUBLIC INFRASTRUCTURE SHALL BE PROVIDED AND MAINTAINED IN AN ORDERLY MANNER THAT WILL ENSURE PUBLIC HEALTH, SAFETY AND QUALITY OF LIFE.

4.1 Objective:

The City will continue procedures to ensure that at the time a development permit is issued, adequate facility capacity will be available concurrent with the impacts from that development.

As development occurs, determine any deficiencies in the sanitary sewer, solid waste, drainage, potable water and natural groundwater aquifer recharge systems serving existing development or affected by new development. Annually review the information from the North Springs Improvements District, the City of Coconut Creek Utilities Department and Parkland Utilities to evaluate potential impacts to the City.

4.1.1 Policy:

The following level of service standards are hereby adopted and shall be used as the basis for determining the availability of facility capacity. CATEGORY LEVEL OF SERVICE

POTABLE WATER

Coconut Creek Utilities Department

119 GPCD*

North Springs Improvement District

136- 105 GPCD*

Parkland Utilities 114 GPCD*

All development within the City not served by North Springs Improvement District, Parkland Utilities or Coconut Creek Utilities Department. Private Wells

*Gallons per capita daily

CATEGORY LEVEL OF SERVICE

WASTEWATER

All customers not served by North Springs Septic Tank

Improvement District, Parkland Utilities, or Coconut Creek Utilities Department

North Springs Improvement District 3.53 MGD

Parkland Utilities 0.27 MGD

Coconut Creek Utilities Department 6.54 MGD

SOLID WASTE 3.8 lbs. per

Capita per day

DRAINAGE -

PINE TREE WATER CONTROL DISTRICT:

FACILITY DESIGN STORM

Primary Drainage System Allowable Discharge of 35

CSM (cubic ft/second/sq. mi.)

Roadways/Parking Lots 10 year, 24 Hour Storm Event

House Pads 100 year, 3 Day Storm Event

NORTH SPRINGS IMPROVEMENT DISTRICT:

FACILITY DESIGN STORM

Primary Drainage System Allowable Discharge of 35

CSM (cubic ft/second/sq. mi.)

Roadways/Parking Lots 10 Year, 24 Hour Storm Event

House Pads 100 Year, 3 Day Storm Event

ALL OTHER AREAS:

FACILITY DESIGN STORM

Primary Drainage System Allowable Discharge of 35

CSM (cubic ft/second/sq. mi.)

Roadways/Parking Lots 10 Year, 24 Hour Storm Event

House Pads 100 Year, 3 Day Storm Event

4.1.2 Policy:

The following generation rates are hereby adopted and shall be used as the basis for determining the demand generated by a development.

CATEGORY GENERATION RATE

POTABLE WATER

All customers within the service areas of North Springs Improvement District and Coconut Creek Utilities Department.

350 GPD/ERC*

Parkland Utilities 300 GPD/ERC*

All development within the City not served by North Springs Improvement District, Parkland Utilities or Coconut Creek Utilities Department.

Private Wells

* Gallons per day per equivalent residential connection

WASTEWATER

All customers not served by North Springs Improvement District, Parkland Utilities, or Coconut Creek Utilities Department

Septic

All customers within the service areas of North Springs Improvement District, Parkland Utilities and Coconut Creek Utilities Department.

300 GPD/ERC*

4.1.3 Policy:

Where infrastructure is required concurrent with private development, it shall be the responsibility of the Developer to provide these facilities and services.

4.1.4 Policy:

All improvements for replacement, expansion or increase in capacity of facilities shall be compatible with the adopted level of service standards in this Comprehensive Plan.

4.1.5 Policy:

The Parkland Land Development Code development permit approval process will require that necessary facilities and services be available concurrent with the impacts of development through any of the following situations:

- (A)The necessary facilities are in place at the time a development permit approval is issued, or a development permit approval is issued subject to the condition that the necessary facilities will be in place when the impacts of the development occur.
- (B) The necessary facilities are under construction at the time a development permit approval is issued.
- (C) The necessary facilities are the subject of a binding contract executed for the construction of those necessary facilities at the time a development permit approval is issued.
- (D) The necessary facilities have been included in the City's annual budget at the time a development permit approval is issued although the facilities are not yet the subject of a binding contract for their construction, the unit of local government shall make a determination that it will not remove the budgetary provision for the necessary facilities from their budget.

4.1.6 Policy:

Reduce per capita water demand by implementation of a yearround public information and education program promoting residential water conservation.

4.1.7 Policy:

The City will continue to require best management practices for all development in order to protect water quality.

4.1.8 Policy:

The City shall require all future development in which the level of service of 35 CSM is exceeded to maintain appropriate drainage facilities on site.

4.1.9 Policy:

The City shall encourage source separation and the recycling of solid waste, in accordance with the Waste Act of 1988, as amended. The City shall also follow the Broward County Solid Waste Operation Division Strategic Plan.

4.1.10 Policy:

Minimum floor elevation standards for building sites promulgated and administered by the Federal Emergency Management Administration shall be applied Citywide for new construction.

4.1.11 Policy:

Minimum road crown elevation standards as implemented by the South Florida Water Management District shall be applied throughout the City.

4.1.12 Policy:

New septic tank systems shall only be permitted when the Florida Department of Health determines they are consistent with Broward County's Water and Septic Tank Ordinance and with the requirements of the Florida Statutes and the Florida Administrative Code.

4.1.13 Policy:

Local government entities shall when it is determined to be practical and financially feasible, require land uses currently on septic systems to be connected to central wastewater treatment facilities, with priority given to those land uses in proximity to surface waters. The City shall require customers with private septic tanks to connect to public sanitary sewer collection systems within 365 days of written notice that the service is available, as required by F.S. 381.00655.

4.1.14 Policy:

New development adjacent to or in the vicinity of surface waters shall be designed so as to minimize the direct discharge of storm water runoff into such bodies of water by complying with the Department of Environmental Regulations Storm Water Rules 17-3 and 17.25, F.A.C. as minimum criteria without exception.

4.1.15 Policy:

Lakes may be required to be constructed with vegetated shallow water habitat as required by the Environmental Quality Control Board which will promote natural lake functions and the health, safety, welfare and recreation of the City of Parkland's residents.

4.1.16 Policy:

New development shall provide water storage capacity equal to that which existed under predevelopment conditions or be consistent with the water management regulations and plans of the South Florida Water Management District, Broward County Environmental Protection and Growth Management Department, Broward County or independent drainage districts where applicable (NSID or PTWCD.)

4.2 *Objective*:

The City will utilize its Land Development code to ensure that development occurs in accordance with the Comprehensive Plan and the future Land Use Element. The City will maximize the use and extend the useful life of existing public facilities in order to reduce capital expenditures, conserve public financial resources and maintain the level of service of existing facilities.

4.2.1 Policy:

The City will maintain a 5-year schedule of capital improvement needs for public facilities, to be updated and adopted annually in conformance with the Capital Improvements Element of this plan.

4.2.2 Policy:

All permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet Level of Service standards are available concurrent with the impacts of the development. All permits are subject to the concurrency requirement adopted in this plan.

4.2.3 Policy:

The City shall require all new single family residential development to be serviced by centralized wastewater systems where financially feasible.

4.3 Objective:

The City shall enter into a cooperative agreement between the residential interest of the Ranches-City and the new North Springs Improvement District to allow for adequate drainage facilities which shall meet or exceed the minimum level of service of thirty-five (35) CSM.

Keep a record of agreements and cooperative measures with NSID on drainage projects.

4.3.1 Policy:

The City shall continue to assure that adequate drainage facilities are provided through the use of special assessments and other financing techniques for those areas of the City not within an improvement district.

4.3.2 Policy:

The City shall work cooperatively with the SFWMD and independent drainage districts to implement plans for additional surface water storage such as water preserve areas, the Lower East Coast Regional Water Supply Plan and any other plans and operating procedures to increase recharge water to the Biscayne and Floridan Aquifer.

4.3.3 Policy:

The City of Parkland hereby adopts by reference the 2020 City of Parkland Water Supply Facilities Work Plan (2020 Work Plan) dated February 6, 2020 (see Attachment A of this Element), for a planning period of not less than 10 years. In cooperation with Parkland Utilities, the Coconut Creek Utilities Department, and North Springs Improvement District, the Parkland 2020 Work Plan addresses issues that pertain to water supply facilities and requirements needed to serve current and future development within the City's Planning area. The City shall review and update its Work Plan at least every 5 years, or within eighteen (18) months after the adoption of an update to the SFWMD Lower East Coast Regional Water Supply Plan. Any changes to occur within the first 5 years of the Work Plan shall be included in the annual Capital Improvements Plan update to ensure consistency between the

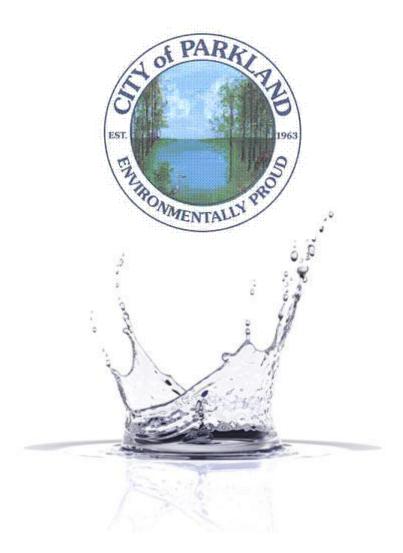
<u>Parkland Infrastructure Element and Capital Improvements</u> Element.

4.3.3 .a Policy:

The City shall review and update the Work Plan after the governing board of the water management district approves an updated regional water supply plan. Any changes affecting the Work Plan shall be included in the annual update to the Five Year Schedule of Capital — Improvements to ensure consistency between the Infrastructure Element and the Capital Improvements Element.

4.3.4 Policy: The City hereby adopts into its Comprehensive Plan, by reference, the 2016 10-Year Water Supply Facilities Work Plan, referenced in the appendix to the Infrastructure Element, adopted June 2016.

ATTACHMENT A



10 - Year Water Supply Facilities Work Plan

2016 February 6, 2020

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1 Introduction

1.1 Introduction

The State of Florida introduced legislation over the past few years to strengthen the linkage between growth management and water availability based on specific demands identified in a municipality's water supply planning process. The City of Parkland 10-year Water Supply Facilities Work Plan ("Work Plan") has been prepared in response to the requirements for local governments to incorporate a Work Plan into its Comprehensive Plan.

The purpose of this Work Plan is to assess the City's current water sources and the associated facilities in order to evaluate their ability to meet the projected demands for future raw and treated water. The planning process will facilitate coordination activities that are necessary for water supply and land use planning between the City, its water suppliers and the South Florida Water Management District ("SFWMD"). Plan updates are required every five years or within 18 months of a revision to the Lower East Coast Water Supply Plan ("LECWSP").

The work plan is divided into five (5) sections:

- Section 1: Introduction
- Section 2: Background Information
- Section 3: Data and Analysis
- Section 4: Capital Improvements
- Section 5: Comprehensive Plan

1.2 Statutory History

In 2002, 2004, 2005, 2011, 2012, 2015, and 2016 the Florida Legislature enacted bills to address the State of Florida's water supply needs. These bills, particularly Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373 Florida Statutes ("F.S.") by strengthening the statutory links between the regional water supply plans prepared by the regional water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

1.3 Statutory Requirements

With regard to water supply, current The City of Parkland has considered the following statutory provisions direct each local government to update the Water Supply Work Plan in 2020:

- 1. Addresses the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the 2013-2018 LECWSP Update [Section 163.3177(4)(a), F.S.].
- 2. Revision of the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [Section 163.3177(3)(a)4, F.S.].
- 3. Coordinate appropriate aspects of its comprehensive plan with the appropriate water management district's regional water supply plan <u>LECWSP</u>). [163.3177(4) (a), F.S.]
- 4. Ensure that its future land use plan is based upon availability of adequate water supplies and public facilities and services, [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted to the Department of Community Affairs ("DCA") Economic Opportunity (DEO) for review.
- 5. Demonstration that the data and analysis adequately address water supplies and associated public facilities necessary to meet projected growth demands [Section 163.3177 (6) (a), F.S.].
- 6. For local governments subject to a regional water supply plan, the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), shall:
 - a. identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the 2013–2018 LECWSP, or alternative project(s) proposed by the local government under Section 373.709(8)(b), F.S. [Section 163.3177(6)(c), F.S.];
 - b. identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the 2013-2018 LECWSP Update [Section 163.3177(6)(c)3, F.S.]; and
 - c. update the <u>2014 City of Parkland Work Plan</u> for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [Section 163.3177(6)(c)3, F.S.].
- 7. Maintenance of internal consistency and revision of the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the 2013-2018 LEC-WSP as well as applicable consumptive

- use permit(s) [Section163.3167 (6) (d), F.S.]. If the established planning period of a comprehensive plan is greater than ten years, the plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for established planning period, taking into consideration the appropriate regional water supply plan. [s.163.31773167(9), F.S.]
- 8. To the extent necessary in order to maintain internal consistency as a result of the changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans. [s.163.3177 (6) (h) 1. F.S.]
- 9. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the date that the local government anticipates issuing a certificate of occupancy. This includes consultation with the applicable water suppliers prior to approving building permits to determine the adequacy of water supplies to serve the development by the anticipated issuance date of the certificate of occupancy. [s.163.3180 (2), F.S.]. This "water supply concurrency" is now in effect, and local governments should be complying with the requirement for all new development proposals. In addition, local governments should address these statutory requirements in their land development regulations.
- 10. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

2 Background Information

2.1 Overview

Incorporated in 1963, the City of Parkland is located in the northwest quadrant of Broward County, Florida. The City is bounded by the City of Coral Springs to the south, the City of Coconut Creek to the east, unincorporated Palm Beach County to the north and the Broward County Water Conservation Area to the west. The City is largely residential in nature with some commercial development along SR-7/US 441, near the old City Hall site on Parkside Drive, and at the intersection of University Drive and Trails End. The City encompasses 14.3 square miles (9,155 acres). The 2015 2019 population estimates provided by the Bureau of Economics and Business Research, determined the permanent population in Parkland was determined to be 28,12834,109 persons. The City does not operate a utility, but it does have franchise agreements with Coconut Creek Utilities (which has a usage agreement with Broward County Water & Wastewater Services), North Springs Improvement District (NSID), and Parkland Utilities, Inc., a private company. Residents also rely on private wells in a significant domestic self-supply area.

2.2 Relevant Regional Issues

As the state agency responsible for water supply in the Lower East Coast planning area, the SFWMD plays a pivotal role in resource protection through criteria used for Consumptive Use Permitting. As greater demands were placed on the Everglades ecosystem resource, the Governing Board initiated rule—making to limit increased allocations that would be dependent on the Everglades system. As a result, the Regional Water Availability Rule was adopted by the Governing Board on February 15, 2007 as part of the SFWMD's water use permit program. This rule reduced reliance on the regional system for future water supply needs, mandated the development of alternative water supplies and increased conservation and reuse. Alternative water supplies include brackish water from the Floridan Aquifer, reclaimed water and excess storm water during the rainy season.

The regional issues identified in the <u>2013-2018</u> Lower East Coast Water Supply Plan Update are as follows:

- 1. Fresh surface water and groundwater are limited; further withdrawals could have impacts on the regional system, wetlands, existing legal uses, and saltwater intrusion. As a result, additional alternative water supplies need to be developed.
- 2. Surface water allocations from Lake Okeechobee and the Water Conservation Areas are limited in accordance with the Lake Okeechobee Service Area RAA criteria.
- 3. Construction of additional storage systems (e.g., reservoirs, aguifer storage and

recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.

- 4. Expanded use of reclaimed water is necessary to meet future water supply demands and the Ocean Outfall Law.
- 5. Expanded use of brackish groundwater from the Floridan aquifer system requires careful planning and wellfield management to prevent undesirable changes in water quality.

Increased use of reclaimed water for green space irrigation, industrial cooling and process water, groundwater recharge, saltwater intrusion barriers, and other nonpotable activities.

- FS 373.250 requires Florida Department of Environmental Protection (FDEP) to incorporate criteria for substitution credits and impact offsets in the review of water use permit applications.
- Additionally, "The Water Resource Implementation Rule (Chapter 62-40, F.A.C.) requires the Florida Department of Environmental Protection (FDEP) and water management districts to advocate and direct the use of reclaimed water as an integral part of water management programs, rules, and plans. SFWMD requires all applicants for water use permits proposing to irrigate with more than 0.1 MGD of water and those applicants within a mandatory reuse zone to use reclaimed water if it is feasible. Mandatory reuse zones are geographic areas designated by local governments through ordinance where reclaimed water use is required if it is environmentally and technically feasible."
- Ocean outfall requirements as regulated by the 2008 Leah G. Schad Ocean Outfall Legislation (FS 403.086 (9)
 - Water treatment facilities with ocean outfall permits (including the Broward County North Regional Water Reclamation Facility that serves the City of Parkland water supply providers) are required to eliminate the use of six (6) ocean outfalls for treated domestic wastewater, and reuse sixty (60) percent of outfall flows by 2025.
 - Outfall program requirements the implementation of advanced wastewater treatment and management by December 31, 2018, or an equivalent reduction in outfall nutrient loading; a functioning reuse system with 60 percent reuse by December 21, 2015; and inclusion of projects that promote elimination of wastewater ocean outfalls in the SFWMD regional water supply plan.
 - The Broward County North Regional Water Reclamation Facility plans to meet the 60 percent reuse requirement by expansion of reuse systems in Pompano Beach and Coconut Creek (22.4 MDG reuse required of the

37.4 MGD baseline flow), and expanding public access to irrigation in northern Broward and southern Palm Beach counties.

- Diversification of water supply sources
 - Because increased withdrawals to the Surficial Aquifer System (SAS) are limited due to SAS capacity, the 2013 LEC WSP recommends diversification of water supply sources, such as the upper Floridan aquifer; increased storage capacity; increased use of reclaimed water; and continued implement water conservation.
- Conservation
 - → To reduce per capita use and delay or avoid capacity enhancements, the 2013 LEC WSP recommends the implementation of regulatory initiatives, voluntary and incentive based initiatives, and education and marketing strategies approved as part of the Comprehensive Water Conservation Program in 2008 by the SFWMD Governing Board.
 - Adoption of the Mandatory Year-Round Landscape Irrigation Conservation Measures Rule (40E-24, Florida Administrative Code). Effective March 2010, irrigation of existing landscapes is limited to two days per week - three (3) days per week in Broward County and other jurisdictions completely within the SFWMD area. Local governments are permitted to enact more stringent rules at will.

In addition, Broward County transmitted its amended Water Supply Facilities Work Plan to the Florida Department of Opportunity on November 13, 2019. This latest Work Plan sites the following regional issues will impact Broward County:

- 1. Climate Impacts and Future Water Supply Conditions: Climate impacts and future water supply conditions need to be integrated into water resources resilience planning efforts;
- 2. Water Use Limitation: Limitation of fresh surface water and groundwater use by the SFWMD's Regional Water Availability Rule and Everglades and Lake Okeechobee Minimum Flow and Levels (MFL);
- 3. Alternative Water Supply: The need to develop diverse water sources to meet current and future water needs, including C-51 Reservoir, Floridan Aquifer, and reuse as mandated by the Ocean Outfall law; and.
- 4. CERP Implementation: Construction of additional storage systems (e.g. CERP's reservoirs, aquifer storage, and recovery systems) to capture wet season flow volumes will be necessary to increase water availability during dry conditions and attenuate damaging peak flow events from Lake Okeechobee.

Also, the 2019 NSID Water Supply Facilities Work Plan (currently under review), indicates their withdrawal limits from the Biscayne Aquifer has led the entity to focus on implementing capital projects that involve alternative water sources to meet future potable water demands within its boundaries and anticipated future annexations. Some of the NSID capital projects involve reuse, implementation of two Floridan wells, and upgrades to its Reverse Osmosis Water Treatment Plant.

The regional issues impacting the City of Parkland include:

- 1. Water Use Limitations
- 2. Alternative Water Sources
- 3. Reuse Supply
- 4. Water Storage Systems
- 5. Climate Change

The Regional Water Availability (RWA) rule was passed by the SFWMD on February 16, 2007. The RWA limits usage of the Biscayne Aquifer to the maximum quantity during any consecutive five years preceding April 2006. City's needing additional water supplies are required to seek sources that are not dependent upon the Everglades for recharge. The City of Parkland relies upon NSID to provide water and wastewater services to many City residents. NSID has completed several capital projects to ensure that alternative water supplies are available for use should demands exceed the permitted quantities. In April of 2019, NSID began the drilling of a 2.0 MGD alternative water supply well from the Floridan Aquifer. This well will enable NSID to have redundancy in its water supply for the current demand and will be able to meet future growth.

Broward County will install reuse water lines within the NSID jurisdictional boundaries by October 2020. NSID estimates there will be approximately 3,500 homes that will use the reuse water and several common areas for irrigation. Based on the reuse study conducted by NSID, there will be a reuse demand of about 2.1 Million Gallons Daily (MGD) for the area that is served by reuse.

An increase in frequency and severity of extreme weather events may be an impact of climate change. Parkland's Comprehensive Plan considers impacts and risks associated with more intense rainfall, which will cause flooding, increased runoff, impacts to the natural systems and provide more recharge potential for wellfields. Integrated water resource management strategies help to mitigate for these impacts, particularly projects that serve to provide additional long-term storage of stormwater runoff and redistribution of excess rainfall during dry periods and drought. Below ground aquifer storage and recovery systems are viable alternative water supply projects and climate adaptation strategies currently used by NSID and water providers for Parkland.

The City motto is "Environmentally Proud." Incentives are made available through the City of Parkland to encourage environmental awareness and conservation among City residents and businesses. In consideration of the significant regional issues identified by

the SFWMD, Broward County, and NSID, The the City of Parkland will continue to support water conservation and reuse programs implemented by the water providers serving the City. The City will also support water conservation and reuse measures through the continued adoption and implementation of its Comprehensive Plan-policies.

3 Data and Analysis

3.1 Population Information

Until 1990, the City of Parkland was primarily a bedroom community of less than 4,000 residents. Since then, the Between 1990 and 2015, City's population has growngrew more than 800% due to a real estate boom from the popularity of living in Broward County and South Florida. The In 2019, the City's population was estimated at 28,128 in 2015 34,109.

Construction of developments in "The Wedge" is underway and is expected to be completed within 10-20 years, adding bringing an other additional 3,199 dwelling units to the City. The vacant Hendrix property, located east of University Drive and south of the Palm Beach County boundary, has no plans to annex into the City of Parkland. If the property annexed into the City, the maximum buildout is an additional 1,431 dwelling units.

Table 1 shows population projections for the City through 20352045, which takes into consideration these major changes. Buildout within the existing service area boundary and "The Wedge" is expected to occur by 20352040.

Table 1 - Parkland Population Projections

_							
<u>Year</u>	<u>Broward</u> <u>County</u>	2018 LECWSP*	FHDC	<u>BEBR</u> (estimates)			
<u>2010</u>	<u>23,889</u>		<u>23,962</u>	<u>23,962</u>			
<u>2015</u>	<u>27,351</u>			<u>28,128</u>			
<u>2016</u>		<u>39,156</u>	<u> 29,587</u>	<u>29,586</u>			
<u>2019</u>				<u>34,109</u>			
<u>2020</u>	<u>33,238</u>	<u>41,343</u>	<u>34,400</u>				
<u>2025</u>	<u>32,828</u>	<u>43,870</u>	<u>39,840</u>				
<u>2030</u>	<u>32,604</u>	<u>45,995</u>	44,459				
<u>2035</u>	<u>32,772</u>	<u>47,818</u>	<u>48,553</u>				
<u>2040</u>	<u>32,829</u>	<u>49,426</u>	<u>52,398</u>				
<u>2045</u>	<u>32,848</u>						

<u>Data Sources: Broward County 2017 PFAM Report, 2018 Lower East Coast Water Supply Plan, Florida Housing Data Clearing House, Bureau of Economics and Business Research Population Estimates, 2010-2019</u>
*NSID and Parkland Utility Service Area projections combined

Year	Total City Population
2015	28,128
2020	30,498

2025	33,741
2030	36,909
2035	39,851

Source: Shimberg Center

3.2 Water Service Area

The City of Parkland does not maintain any potable water facilities. The area served by each of the City's utility providers is shown in **Figure 1**-below. Providers Customers not located within one outside of the three service areas are self-supplied with private wells, as shown on the map. Although the southern portion of the domestic-self supply area could connect to Coconut Creek Utilities, the area is still on well-water and septic systems.

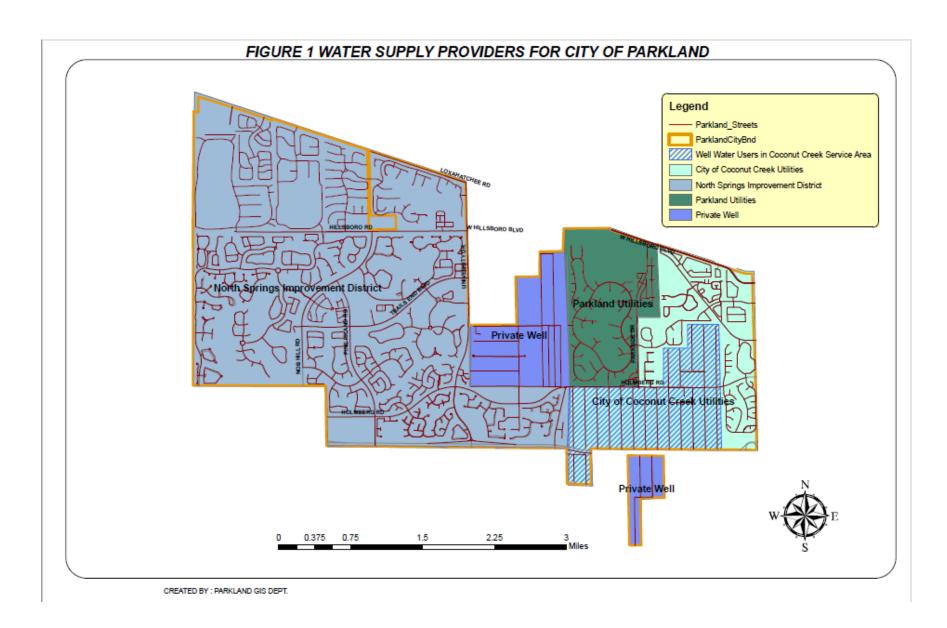
3.3 Potable Water Level of Service Standard

The Level of Service ("LOS") provided varies by provider.

- The LOS provided to Coconut Creek Utilities Department customers is 119
 Gallons Per Capita Per Day ("GPCD") per Equivalent Residential Connection ("ERC").
- The LOS provided by North Springs Improvement District for their customers is 136-105 GPCD per ERC.
- The LOS provided by Parkland Utilities for their customers is 300-114 GPCD per ERC
- Domestic self-supplied properties will be assumed to have a LOS of 350 GPCD per Equivalent Residential Connection (ERC).

3.4 Population and Potable Water Demand Projections by Each Local Government or Utility

The detailed projected demand for each provider is listed below. The City of Coconut Creek is the only water supplier required to prepare a work plan; however, NSID has submitted a 2019 Work Plan to the State Department of Economic Opportunity and the SFWMD for review and approval. Therefore, the data available for the suppliers is not uniform, and is subject to availability. Although the service providers provide population and water demand estimates, none of the providers have separate population projections and water demand estimates for the City of Parkland service areas. Therefore, It should be noted that data included in the charts below is based on total population and per capita usage by provider. NSID used Broward County's population projections to develop the water demand estimates for its service area, which includes the City of Parkland. The



City of Coconut Creek's projections and estimates reflected below were provided in the Coconut Creek 2015 Work Plan update. (As of the date of this Plan, Coconut Creek has not completed a more recent update.)

Although the 2013 South Florida Water Management District LEC WSP has a later adoption date than the 2012 City of Parkland Comprehensive Plan Infrastructure Element (adopted June 6, 2012), the population and demand numbers for the North Springs Improvement District (NSID) and Parkland Utilities, Inc. are from the 2012 Infrastructure Element because the plan projects greater demand. This allows for accommodation of the most robust growth projections.

Coconut Creek

The City of Coconut Creek supplies water services to approximately 9,607 City of Parkland residents. Data provided below is for the entire Coconut Creek service area.

Table 2 – Population Projections and Water Supply Demand - City of Coconut Creek

Year	Population	Level of S	ish ed Wate Service = 119 vg Day Ratio	GPC D	Level	/ater Source of Service = 1 ∕ Avg Day Rat	24 GPDC	Treatment Capacity = 30.3 MGD	SAS Raw Water Avg Day Allocation = 17.5 MGD
		Average Day (MGD)	Maximum Day (M G D)	Avg Month (MGM)	Avg Day (MGM)	Maximum Day (M G D)	Avg Month (MGM)	Treatment Surplus / (Deficit) MGD)	Avg Day Surplus / (Deficit) (MGD)
2015	111,496	13.27	17.25	403	13.83	15.21	420.53	13.05	3.67
2020	116,272	13.84	17.99	415	14.42	15.86	438.54	12.31	3.08
2025	120,159	14.30	18.59	429	14.90	16.39	453.20	11.71	2.60
2030	124,209	14.78	19.22	443	15.40	16.94	468.47	11.08	2.10
Source: City of Coconut Creek 2015 Work Plan (Pending DEO Approval)									

North Springs Improvement District (NSID)

North Springs Improvement District (NSID) was established in 1971 through a special legislative act under House Bill 1479, as amended. NSID is considered an Independent Special District and derives its powers from Chapter 2005-341 Laws of Florida and Florida Statutes 196.199; 189 & 298. These laws give NSID special powers to fulfill its duties. Independent Special Districts are created to serve specific purposes of a community and have some of the same powers of cities or municipalities. In 1971, the North Springs Improvement District started out with 3,000 acres and has grown to over 8,500 acres within its District Boundaries. The North Springs Improvement District provides drainage, potable water services, and wastewater collection to portions of the City of Coral Springs and the City of Parkland, which are located within the boundaries of the North Springs Improvement District.

NSID has experienced tremendous growth within its Northern Boundary known as the geographical area as "The Wedge." NSID has had several annexations within the past 10 years that has contributed to its growth and development. The North Springs Improvement District (NSID) serves approximately 35,000 nearly 40,000 residents <u>inclusive</u> of the City of Parkland and the City of Coral Springs.

Although NSID registered per capita usage of 97 gpcd upon submitting the last renewal of Permit 06- 000274W, the rate has steadily climbed coincident with the end of the Great Recession and residential development of the "Wedge" properties occupying the north portion of the NSID service area. The Wedge area, located within the City of Parkland, has led to a large increase in population. However, the increased 105 gpcd average demand remains below the average usage rate within the South Florida Water Management District (District).

In 2018, NSID used 1,596 MG of raw water of the allotted 1,800 MG gallons per year. At full buildout in 2045, NSID estimates the raw water usage per year to be 2,115 MG per year. To restore the shortfall in capacity, the South Florida Water Management District approved a minor modification (Application No. 180424-18) to Permit No. 06-00274-W allowing NSID to install up to three wells in the Biscayne Aquifer, along with aggressively rehabilitating the existing production wells. Installing the new wells will allow NSID's production capacity to approach the average annual and maximum monthly allocation.

Table 3 - Population Projections and Water Supply Demand - NSID

		Finished Water Raw Water Source - SAS				SAS Raw Water			
Year	<u>Population</u>		Level of Service = 105 GPCD Max / Avg Day Ratio = 1.14		Level of Service = 131 GPCD Max / Avg Day Ratio = 1.1		Treatment Capacity = 3.5 MGD	Avg Day Allocation = 1.26 MGD	
		Average Day (MGD)	Maximum Month (MGD)	Average Month (MG)	Average Day (MGM)	Maximum Month (MGD)	Average Month (MGM)	Treatment Surplus / (Deficit) MGD)	Avg Day Surplus / (Deficit) (MGD)
<u>2020</u>	<u>39,814</u>	<u>4.18</u>	<u>4.76</u>	<u>127.15</u>	<u>4.92</u>	<u>5.82</u>	<u>149.59</u>		<u>110</u>
<u>2025</u>	<u>41,800</u>	<u>4.39</u>	<u>5.00</u>	<u>133.50</u>	<u>5.49</u>	<u>6.49</u>	<u>166.87</u>		
<u>2030</u>	<u>43,787</u>	<u>4.60</u>	<u>5.24</u>	<u>139.84</u>	<u>5.75</u>	<u>6.80</u>	<u>174.81</u>		
<u>2035</u>	<u>43,905</u>	<u>4.61</u>	<u>5.25</u>	<u>140.22</u>	<u>5.76</u>	<u>6.81</u>	<u>175.28</u>		
<u>2040</u>	<u>44,024</u>	<u>4.62</u>	<u>5.26</u>	<u>140.60</u>	<u>5.78</u>	<u>6.83</u>	<u>175.75</u>		
<u>2045</u>	<u>44,142</u>	<u>4.63</u>	<u>5.28</u>	<u>140.98</u>	<u>5.79</u>	<u>6.85</u>	<u>176.22</u>		
Source	Source: NSID 2019 Work Plan (Accepted by SFWMD in January 2020)								

NSID has implemented many capital improvements that will enable NSID to meet its current and future needs of water supply. NSID is currently using 1,625 Million Gallons Annually as its current demand. It is predicted that in the year 2040 the demand will be 2,100 Million Gallons Annually within its current municipal boundaries. NSID has a current

allocation of 1,890 Million Gallons Annually, which leaves a deficit of 210 Million Gallons. The capital projects listed in section 4.0 will generate an additional water supply of 1,378 Million Gallons Annually, which brings the total source water ability to 3,268 Million Gallons.

This includes the following sources:

Table 4 - NSID Total Source Water Ability

Capital Improvement Project	Million Gallons Annually (MGD)
Biscayne Aquifer	<u>1,890</u>
Floridan Aquifer	<u>630</u>
Re-Use	730 (dry season)
Palm Beach County Interconnect	<u>18</u>
Total Water Supply	3,268 Million Gallons Annually

Based on the analyses provided in its 2019 Work Plan, NSID will have a surplus water supply of 1,168 Million Gallons Annually or 3.2 MGD. The analysis takes into consideration that reuse water supply is mostly beneficial during the dry season. Without the reuse supply, NSID would have a total water supply of 2,538 Million Gallons Annually or 438 Million Gallons surplus (1.2 MGD). This enables NSID to have some redundancy in its ability to perform well maintenance and other maintenance on its infrastructure without jeopardizing its ability to meet potable water demands.

ltem .	Projected					
Population	2015 202					
	46,869	47,978				
Per Capita (GPD Finished Water)	136	136				
	M G D	M G D				
Potable Water Demands (Daily Average Annual)	6.38	6.53				
Water Source: Volume from Biscayne / SAS	3.91	3.91				
Volume from Floridan	3.00	3.00				
Volume from Other	0.00	0.00				
Volume from Reclaimed	0.00	0.00				
Additional Potable Water Needed	0.00	0.00				
Source: 2012 City of Parkland Comprehensive Plan Infrastructure Element						

Parkland Utilities

Parkland Utilities, Inc. serves approximately 2,500 residents of the City.

Table 4-5 - Population Projections and Water Supply Demand - Parkland Utilities

Projected

Item	2015 <u>2019</u>	2025 <u>2040</u>
Population	3,482	4,110
Per Capita (GPD Finished Water)	114	114
	M G D	M G D
Potable Water Demands (Daily Average Annual)	0.40	0.47
Water Source: Volume from Biscayne / SAS	0.28	0.28
Volume from Floridan	0.00	0.00
Volume from Other	0.15	0.25*
Volume from Reclaimed	0.00	0.00
Additional Potable Water Needed	0.00	0.00

Source: 2012-City of Parkland Comprehensive Plan Infrastructure Element *Purchases from Palm Beach County Water Utilities Department (PBCWUD)

Domestic Self-Supply

The majority of the BBB Ranches and Pinetree Estates neighborhoods are served by private well water and septic tanks. Pinetree Estates is within the Coconut Creek service area, but the residents have not connected to the water and sewer systems.

Using Esri ArcGIS, City of Parkland data on domestic self-supply areas, and data from the Broward County Property Appraiser, it is determined that 1,163 properties are in the self-supply area. By using a multiplier of 3.12 for household size to determine the population (which is assumed to be relatively constant in these neighborhoods), approximate usage numbers were determined.

Table 5-6 - Population Projections and Water Supply Demand - Domestic Self Supply

	Projected		
ltem	2015 2019	2025 2040	
Population	3,629	3,629	
Per Capita (GPD Finished Water)	350	350	
	M G D	M G D	
Potable Water Demands (Daily Average Annual)	1.27	1.27	
Water Source: Volume from Biscayne / SAS	1.27	1.27	
Volume from Floridan	0.00	0.00	
Volume from Other	0.00	0.00	
Volume from Reclaimed	0.00	0.00	
Additional Potable Water Needed	0.00	0.00	

Source: Broward County Property Appraiser, The City of Parkland, and The Mellgren Planning Group

3.5 Water Supply Provided by Local Government

No water is supplied by the City of Parkland.

3.6 Water Supply Provided by Other Entities

The City of Parkland water and sewer service is supplied by four sources: the North Springs Improvement District (NSID), the City of Coconut Creek Utilities Department, Parkland Utilities, and domestic self-supply.

Coconut Creek Utilities Department (CCUD)

In November 2015, the Coconut Creek Utilities Department ("CCUD") submitted their Water Supply Facilities Work Plan for approval to the Department of Economic Opportunity (DEO). Coconut Creek has a bulk purchase agreement with Broward County Water and Wastewater Services ("BCWWS") at the Broward County District 2A/North Regional Wellfield. The plant's treated water capacity, by FDEP permit, is 40 MGD. BCWWS is authorized through March 13, 2028 to withdraw no greater than 22.06 MGD (738 MG monthly) from the Biscayne and Upper Floridan Aquifers for the entire service area (which includes Parkland, Coconut Creek, Deerfield Beach, Lighthouse Point, Pompano Beach, and areas of unincorporated Broward). Per CCUD, BCWWS supplied 13.27 MGD of finished water to the CCUD in 2015.

As indicated in the Broward County ("County")—2014—2019 10-Year Water Supply Facilities Work Plan, the agreement between the BCWWS and Coconut Creek prohibits the City from buying or supplying water to anyone in the Coconut Creek service area from any source other than Broward County without approval of Broward County. The Water Use Permit is available as Appendix A.

North Springs Improvement District (NSID)

The North Springs Improvement District ("NSID") provides water to residents of both the City of Parkland and the City of Coral Springs. The general bounds of the service area are the City limits to the west, Palm Beach County Line to the north, the Sawgrass Expressway to the south and University Drive to the East, with the exception of the Grand Cypress and Tall Pines neighborhoods.

NSID is authorized through November 29, 2030 to draw 1890 MG annually / 185.7158 MG monthly from the Biscayne Aquifer (Permit No. 06-00274W). NSID maintains one of the lowest per capita usages at 105 in the South Florida Area. This is established by having a lower operating PSI during times of high demand and a smart automatic hydrant flushing program. NSID is permitted to draw no greater than 185.7185 MG monthly from the Biscayne Aquifer in accordance with their Consumptive Use Permit ("CUP"). The Water Treatment Plant (WTP) treats raw water from the Biscayne Aquifer using nine (9) raw water production wells. The total withdrawal capacity from the Biscayne Aquifer is 4,970 GPM or approximately 7.16 MGD. The water plant supplying treated water to NSID has a permitted capacity of 6.8 MGD.

The NSID Water Treatment Plant (WTP) is comprised of three lime softening units (upflow clarifiers) with a total treatment capability of 6.8 MGD. The water treatment process consists of aeration for removal of hydrogen sulfide from the raw water, lime softening for removal of calcium and magnesium hardness, filtration, and disinfection. NSID developed a 3 MGD Reverse Osmosis ("RO") WTP that draws water from the Floridan Aquifer, which is an alternative water source detailed in the LECWSP. Per the 2013_2019 LECWSP update, NSID Work Plan, the entity has plans to modify its water use permit to add FAS wells and a reverse osmosis (RO) plantis implementing several capital projects to accommodate future water demands, upon the zoning change from agricultural to residential particularly for the growth that is anticipated in "The Wedge."

NSID has a newly built Nanofiltration Treatment Plant located on the same site as the WTP and is in operation simultaneously with the lime softening contact units, which soon will be retired. The complete deactivation of the lime softening facilities is anticipated to occur by the end of 2019. The Nanofiltration Treatment Plant was placed into service the last quarter of 2017.

The Nanofiltration Treatment Plant has a maximum installed finished water treatment capacity of 7.5 million gallons per day with all three units in service. The facility was designed to be expanded by the addition of one Reverse Osmosis (RO) train that would utilize the Floridan Aquifer. The total installed potable water production capacity at NSID's Nanofiltration Treatment Plant will be 10 million gallons per day with the addition of a fourth train that can either independently treat the Floridan Aquifer source water, or blend with the existing Biscayne Aquifer source, when constructed. NSID also has plans to develop a reuse facility, with a capacity of 4.0 MGD, by 2020. NSID is authorized through November 29, 2030 to draw 1890 MG annually / 185.7158 MG monthly from the Biscayne Aquifer (Permit No. 06-00274W). The NSID Water Use Permit is available as Appendix B.

Parkland Utilities

Parkland Utilities is an investor-owned public water supplier under the jurisdiction of the Public Service Commission. The utility supplies water customers in the City, as well as unincorporated Broward and Palm Beach Counties. Parkland Utilities operates a Lime Softening WTP. They are authorized through September 19, 2025 for groundwater withdraw up to 127.75 MG of water annually, no greater than 12.77 MG monthly, with annual / monthly allocation reducing to 103.37 MG / 10.33 MG on September 19, 2010 (Permit No. 06-00242-W ("MG") from the Biscayne Aquifer until September 19, 2010 and 103.37 MG thereafter. Parkland Utilities CUP 06-00242-W expires September 19, 2025. SFWMD recommended in a previous LECWSP that Parkland Utilities purchase water from Palm Beach County Water Utilities (PBCWCU), which would be supplied from an alternative water supply source. Parkland Utilities obtains .25 MGD from PBCWU. The Water Use Permit (006-00242-W) from Parkland Utilities is attached as Appendix C.

Domestic Self Supply Areas

Self-Supply areas draw from the Biscayne Aquifer.

3.7 Conservation

Conservation of water has been an important issue to the City of Parkland. The City will continue to coordinate future water conservation efforts with NSID, Coconut Creek Utilities, Parkland Utilities, Broward County and the SFWMD to ensure that proper techniques are applied. In addition, the City will continue to support and expand the goals, objectives, and policies in the comprehensive plan that promote water conservation in a cost-effective and environmentally sensitive manner. The City will continue to actively support and adhere to SFWMD and Broward County policies in the implementation of regulations or programs that are designed to conserve water. The policies and programs outlined below support the goals and objectives of SFWMD, Broward County, and City water provider conservation policy, by implementing concrete conservation and reuse measures.

The City of Parkland Comprehensive Plan:

Policy 5.2.11 requires the removal of invasive exotic plants.

- Policy 5.3.1 requires adoption of SFWMD water conservation measures during periods of drought.
- Policy 5.3.3 calls for cooperation with local, regional, state and federal agencies for management of water resources and water supply.
- Policy 5.3.10, which calls for adherence to the Broward County Land Development Code Section 36-55 (Year-round landscape irrigation measures; variances) which prohibits watering of existing landscaping between the hours of 10AM and 4PM, more than 2 days per week, except for reclaimed water users who are only subject to the hour restrictions.
- Policy 5.4.4 calls for compliance with county standards on new septic tank systems.

The City of Parkland Land Development Code:

Reclaimed water for irrigation, designated by the use of purple pipes for (Section 75-70.0).

- Community Appearance Board landscape approval guidelines require the preservation of native plant communities, use of drought tolerant plants, and conservation-aware irrigation system design that prevent over-watering (Section 75-140).
- Landscape guidelines require the use of Florida-friendly landscaping with fifty (50) percent south Florida native trees and all other indigenous plant material, per the guidelines in (Section 95-1545).

• Authorizes the implementation of water restrictions when necessary, inclusive of SFWMD watering restrictions in FAC 40E-21 (Article IX).

City Programs:

The City motto of Parkland is "Environmentally Proud." Through the City website and social media, information, programs, and incentives are made available to encourage environmental awareness and conservation among City residents and businesses.

- Environmental Outreach & Educational Programs at the City of Parkland Library
- Social media outreach to promote awareness about conservation best practices
- Certified Green Business Program
 - o Water conservation measures include fifteen (15)% decrease in indoor and outdoor water use, reduction of tenant water use by 10%, innovation in the production of water conservation products, use of diverse technologies to reduce water conservation, measurable water savings of 5-50%, and independent third-party certification by SFWMD WaterSense.
- Energy Incentive Reward Program (2016) Program #4: Ultra Low Flow Toilets and Shower Heads
 - o Provides residential or commercial property owners with a \$150 incentive for the installation of a low-volume flush toilets using 1.6 gallons or less per flush and one shower head using 1.5 gallons per minute or less.
- Energy Incentive Reward Program (2016) Program #6: Exotic Invasive Tree Species Replacement
 - Provides residential or commercial property owners with a \$100 incentive for the replacement of an exotic invasive tree with a native tree.
- Energy Incentive Reward Program (2016) Program #12: Automatic Sprinkler
 System Rain Sensor Maintenance
- Provides residential or commercial property owners a \$25 incentive for proof of rain sensor maintenance or replacement
- Energy Incentive Reward Program (2016) Program #13: Sustainable Landscape Design
 - Provides residential or commercial property owners with an incentive for the implementation of the four (4) major parts of a sustainable landscape: design, plant selection, design implementation, and design maintenance.

3.8 Reuse

State law supports reuse efforts. Florida's utilities, local governments, and water management districts are leading the nation in implementing water reuse programs that increase the quantity of reclaimed water used and increase public acceptance of reuse programs. Section 373.250(1)F.S. provides that "water reuse programs designed and operated in compliance with Florida's rules governing reuse are deemed protective of public health and environmental quality." In addition, Section 403.064(1), F.S., provides that "reuse is a critical component of meeting the State's current and future water supply needs while sustaining natural systems."

The City of Parkland supports the SFWMD and the local water utilities in their efforts to increase water reuse. Broward County is committed to water reuse, as noted in the 2014 2019 Work Plan. In the Work Plan, Broward County identified the expansion of water reuse systems in the City of Coconut Creek during the Work Plan period. NSID also identified the continued development of water reuse facilities in the its 2013-2019 SFWMD LECWork Plan Uupdate.

3.9 Wellfield Areas

There are several wellfield protection areas, designated by Broward and Palm Beach County (in the newlylocation of the annexed "Wedge-").

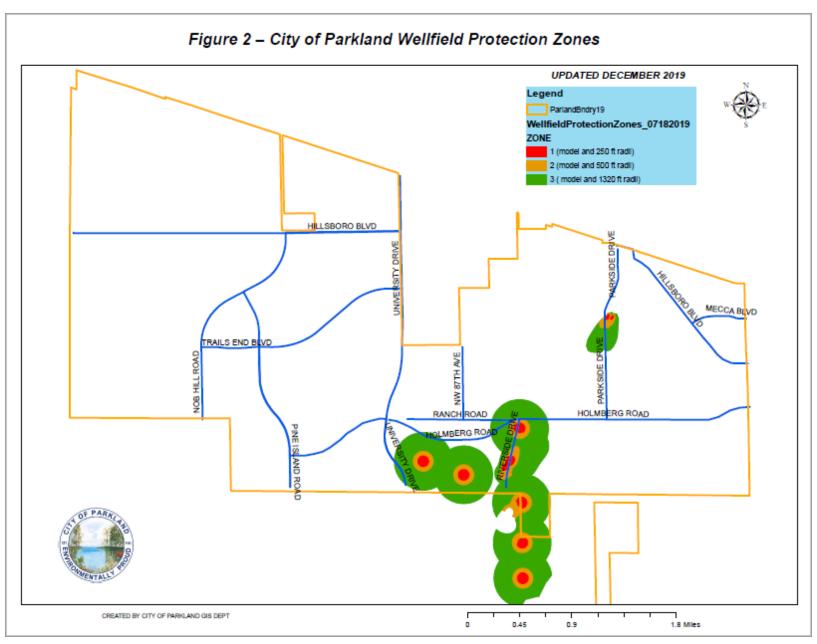
The principal ground water resources for the public water supply and agriculture within the LEC Planning Area are the Surficial Aquifer System, including the Biscayne Aquifer, and the Floridan Aquifer System. The Biscayne Aquifer is the source of the wells within the City of Parkland. Due to the regional importance of the Biscayne aquifer, it has been designated as a sole source aquifer by the U.S. Environmental Protection Agency (USEPA) under the Safe Drinking Water Act and is, therefore, afforded stringent protection. This designation was made because it is a principal source of drinking water and is highly susceptible to contamination due to its high permeability and proximity to land surface in many locations.

The water supply is vulnerable to the introduction of chemicals from business and residential uses. In order to provide protection to the water supply, Broward County established zones of influence around each wellfield. The Broward County Environmental Protection Department began the Wellfield Protection Program in 1990. This program regulates activities in designated Wellfield protection areas, including the storage, handling, use, and production of regulated substances at hazardous material facilities. Zones are delineated by the theoretical time it takes for contaminants to travel from the point they enter the ground water to the wellfield. Broward County has three delineated protective zones: Zone 1, Zone 2, and Zone 3. Restrictions are highest in Zone 1. These protected areas act as safety buffers against accidental contaminant releases wherein

known contaminants can be reduced before they reach the public supply well. Zone 1 provides a ten day buffer around the wellfield; Zone 2 provides a thirty day buffer and Zone 3 provides a 210 day buffer.

Several wellfield protection zones originate in Palm Beach County and extend into the City of Parkland. Palm Beach County created the Water Resources Management Advisory Board in 1985 and enacted the Wellfield Protection Ordinance to regulate businesses using, handling, storing, or producing 5 gallons / 25 pounds or more of hazardous chemicals adjacent to a well pumping 100,000 gallons or more of potable water per day. There are 4 wellfield protection zones: Zone 1, Zone 2, Zone 3, and Zone 4. In Zone 1, businesses are prohibited from the use, storage, handling, or production of hazardous and toxic materials. Zone 1 provides a 30-day travel time, Zone 2 provides 30-210 day travel time, Zone 3 provides 210-500 day travel time, and Zone 4 is 1 foot drawdown.

Figure 2 shows the wellfield protection areas in the City of Parkland.



City of Parkland Comprehensive Plan February 6, 2020 Infrastructure Element Water Supply Facilities Work Plan

4 Capital Improvements

4.1 Work Plan Projects

The purpose of the CIE is to evaluate the need for public facilities as identified in other Comprehensive Plan elements. The CIE also includes cost estimates for improvements for which the City has fiscal responsibility; an analysis of the fiscal capacity of the City to finance and construct improvements; and financial policies to guide the funding of improvements to address needs identified in other Comprehensive Plan elements. The CIE also ensures that an adequate concurrency management system is implemented by the City pursuant to Section 163.3180, F.S. The CIE shows how infrastructure needs identified in other elements of the Comprehensive Plan will be funded. The Element contains a list of the various improvement projects for public infrastructure that are scheduled in the next five years.

According to the City of Coconut Creek's FY 2020 adopted budget, several water and wastewater projects are planned over the next several years. Many of the projects are financed through a recurring water and wastewater fund. Total planned investments for projects financed by the recurring fund amount to \$9,525,000. The projects are listed in Table 6 below. NotablySince the last Work Plan update, the City of Coconut Creek proposes completed a \$170,000 investment in a its Reclaimed Water Project, with a total investment of \$2,480,129. The other proposed investments are replicated from the 2015 Work Plan in Table 6 below.

The Capital Projects approved by the City of Parkland's City Commission in September, 2019 did not include any water supply work plan-related items.

Table 6 - City of Coconut Creek Planned Capital Improvements

Projects	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
<u>Project</u>	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Water Quality Improvements	\$250,000	\$250,000	0	0	0
Water Distribution System Improvement Program	<u>\$450,000</u>	\$200,00 <u>0</u>	\$200,000	<u>\$200,000</u>	\$200,000
Wastewater Conveyance System Improvement Program	\$300,00 <u>0</u>	\$300,000	\$300,00 <u>0</u>	\$300,000	\$300,000
Electrical Control Panel Rehabilitation Program	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000
Standby Generator and Bypass Pump Replacement Program	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000
Wastewater Pump Station Rehabilitation Program	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Wastewater Access Structure Rehabilitation Program	<u>\$200,000</u>	\$200,000	\$200,000	\$200,000	\$200,000
Waste Water Force Main Isolation Valves Rehabilitation Program Improvements	\$150,000 \$200,000	\$150,000 \$200,000	\$150,000 \$200,000	\$150,000 \$200,000	\$150,000 \$200,000
Water Meter Connection	\$100,000				
Lines Retrofit Program	\$150,000	\$100,000	\$100,000	\$100,000	\$100,000
Water Valves Replacement Program	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Water Meter and Box Replacement Program	\$ 7 \$ <u>12</u> 5,000	\$7 \$125,000	\$7 \$125,000	\$75,000	\$75,000
SCADA Telemetry System	\$50,000	\$50,000	\$50,000	\$50,000	\$50,00 <u>0</u>
NSID and Coral Springs Interconnects	\$100,000	θ	θ	0	0

Automatic Meter Reading Conversion	\$1,000,000	Ф	Ф	Ф	Φ
Hilton Road Storage/Repump	+ 1,000,000				
Facility Upgrades	θ	\$ 500,000	\$500,000	0	0
Reclaimed Water Project	\$ 170,000	0	0	0	θ

Although North Springs Improvement District, Parkland Utilities, Inc., and self-supplied properties are not obliged to provide a plan, information for the entities was available for inclusion in the City of Parkland's Work Plan. NSID completed and submitted a 2019 Water Supply Facilities Work Plan to SWFMD and the State DEO in November of 2019. It should be noted, however, that NSID is not required under Chapter 163, F.S., to address all requirements that local governments are required to address in the Work Plan. For example, NSID is not required to address or adopt goals, objectives and policies. The 2013 SFWMD LECSWP describes a planned addition of FAS wells and a reverse osmosis (RO) plant, but no schedule of capital improvements is available in the 2010 Water Facilities Work Plan.

No work plan is required for the self-supplied properties. The NSID is proposing a 3 MGD RO WTP.

Table 7 - NSID Capital Improvements (Completed/Underway)

CAPITAL	START	COMPLETION	CAPITAL	<u>FUNDING</u>
<u>PROJECT</u>	DATE	<u>DATE</u>	<u>COST</u>	SOURCE
				Connection Fees/Special
Reuse Lines	January 2014	October 2019	\$7,400,000	<u>Assessments</u>
				Connection
				Fees/Revenue Enterprise
Floridan Well	<u>April 2019</u>	December 2019	\$2,900,000	<u>Fund</u>
Deep Well	July 2019	January 2020	\$8,200,000	Connection Fees
				Revenue Enterprise Fund
Biscayne Well	November 2018	<u>August 2019</u>	\$800,000	
Nano Plant				Revenue Enterprise Fund
<u>Modifications</u>	<u>August 2019</u>	January 2020	\$1,200,000	
Palm Beach County				
Interconnect	March 2019	June 2019	\$1,650,000	Connection Fees
Well Rehabilitation				Renewal and
<u>Program</u>	February 2019	<u>June 2019</u>	<u>\$2,830,000</u>	Replacement Fund

5 Comprehensive Plan

5.1 Goals, Objectives, and Policies

In 2016, the City of Parkland adopted several new objectives in Future Land Use, Potable Water, Conservation, Capital Improvements and Intergovernmental Coordination Elements of the Parkland Comprehensive Plan that to address water supply sources and facilities, as well as conservation and reuse programs based enpursuant to the comprehensive plan requirements in Section 163.3177, Florida Statutes. The Five-year Capital Improvements Plan is provided in Section 4 of this Work Plan. The related objectives and policies from the various elements are provided below. The Infrastructure Element has been updated to reflect the latest Parkland WSFWP, and is provided herein. The City of Parkland intends to implement and monitor compliance with this 10-Year Water Supply Facilities Work Plan through the adoption and review of amendments to the Comprehensive Plan and the Evaluation and Appraisal Report process.

Future Land Use Element

1.3.17 Policy:

The City shall require all new commercial and industrial development to be serviced by centralized wastewater systems.

1.5.5 Policy:

The following are mechanisms to protect potable water wellfields and environmentally sensitive lands:

- Land development regulations shall be adopted which will ensure the protection of natural resources. Land owners shall be required, through enforcement of the adopted ordinances and through site plan requirements or incentives, to preserve existing native and wetland vegetation.
- The City shall provide information to private land owners regarding good management practices to protect endangered and rare species' most desirable habitats.
- Severe penalties shall be assessed through enforcement of the adopted ordinances to those individuals who develop property irrespective of appropriate local permits and resource mitigation plans.
- The City shall continue to maintain a comprehensive inventory of public lands to determine the extent, range and diversity of its flora and fauna habitats, especially rare, endangered and threatened species and provide for their

protection.

- The City shall take into consideration Everglades restoration projects, as identified by the SFWMD, potable water wellfields, environmentally sensitive lands, Local Areas of Particular Concern and Urban Wilderness areas in future land use decisions.
- The City shall enforce the Broward County Wellfield Protection Ordinance and will prohibit, through land use regulation and site design uses, activities which potentially threaten water quality.

1.5.9 Policy:

Coordinate future land uses with topography, wellfield protection areas and soil conditions to protect Broward County's water supply and minimize flooding problems.

1.6.5 Policy:

When extending new services to undeveloped areas, priority shall be given to those areas where other facilities services are available or anticipated to be provided concurrent with the extension of such new services.

Conservation Element

5.2.3 Policy:

The City shall enforce the Broward County Wellfield Protection Ordinance and prohibit, through land use regulation and site design uses, activities which potentially threaten water quality.

5.3 Objective:

Conserve, appropriately use and protect the quality and quantity of current and projected water sources and waters that flow into estuarine waters or oceanic waters.

5.3.1 Policy:

The City shall adopt the water conservation measures of the South Florida Water Management District, to be utilized during periods of drought.

5.3.2 Policy:

Implement public information and education programs promoting residential and commercial water conservation.

5.3.3 Policy:

The City shall cooperate with local, regional, state and federal

agencies for the management of water resources and to maintain adequate water supplies during dry periods and to conserve water by mandating xeriscape principles.

5.3.4 Policy:

The City shall, within ordinances, incentivize or require energy conservation through site design, building design and materials and other effective means of climatic compatibility.

5.3.5 Policy:

Activities and land uses known to adversely affect the quality and quantity of identified water sources and located within natural groundwater recharge areas shall be restricted to protect the quality and quantity of this water source.

5.3.6 Policy:

Through the site plan approval process, the City shall require that surface water management systems be designed and operated consistent with the City's adopted drainage level of service.

5.3.7 Policy:

The City shall continue to require open space for all development and redevelopment to promote shallow water aquifer recharge and stormwater filtration.

5.3.8 Policy:

The City shall continue to require existing and new development be serviced with an adequate supply of potable water at the adopted levels of service and, at a minimum, meet the state water quality standards.

5.3.9 Policy:

The City shall follow the year-round landscape irrigation standards in Broward County Code Section 36-55, which will achieve compliance with the Mandatory Year-Round Landscape Irrigation Conservation Measures detailed in 40E-24 of the Florida Administrative Code.

5.5.8 Policy:

The City shall strictly enforce all ordinances designed to protect and conserve natural resources. The City shall support the enforcement of related state and federal regulations.

5.5.9 Policy:

Parkland shall coordinate with applicable external agencies to promote restoration of the Everglades system, including its

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hydrological and ecological functions, as well as any degraded or substantially disrupted surface waters.

5.6.5 Policy:

The City shall take into consideration Everglades restoration projects, as identified by the SFWMD, in future land use decisions.

Intergovernmental Coordination Element

7.1.4 Policy:

The City's Comprehensive Plan will be consistent, with the State of Florida Strategic Plan, South Florida Regional Policy Plan, Broward County Comprehensive Plan, the Comprehensive Plans of adjacent local governments, and applicable regional water supply plan(s).

7.1.5 Policy:

The City will consult with their water suppliers prior to issuing building permits to ensure adequate water supplies to serve new development is available by the date of issuance of a certificate of occupancy.

APPENDICES

Appendix A County Wastewater Services Water Use Permit



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

WATER USE LETTER MODIFICATION

APPLICATION NUMBER: 141008-6 PERMIT NUMBER: 06-01634-W

DATE ISSUED: December 5, 2014 EXPIRATION DATE: March 13, 2028

PERMITTEE: BROWARD COUNTY W W S

2555 W COPANS RD

POMPANO BEACH, FL 330691233

PROJECT NAME: BROWARD COUNTY 2 A / NORTH REGIONAL P W S

PROJECT LOCATION: BROWARD COUNTY, \$36/T47S/R41E

S31, 32/T47S/R42E S1, 2, 3/T48S/R41E

S4, 26, 28, 29, 30/T48S/R42E S7,8,17-20,30/T48S/R43E S31,32/T47S/R42E S36/T47S/R41E S1,2,3/T48S/R41E S4-26,28-30/T48S/R42E

S7, 17, 18, 19, 20, 30/T48S/R43E

District staff has reviewed the information submitted in support of the referenced application for permit modification(s) and determined that the proposed activities are in compliance with the previous permit and the appropriate provisions of Rule 40E-2.331 (4)(a), Florida Administrative Code. The permit modification(s) include the following:

The purpose of this letter is to modify Water Use Permit 06-01634-W for public water supply. The modification consists of updating the "Table A - Description of Wells" to reflect the wells that have previously been abandoned. Well FL1 Blend (former ASR Well) and the associated Monitor Well MW-1 were properly abandoned in February of 2014. Well 1 (2A), Well 2 (2A) and Well 5 (2A) were properly abandoned in March of 2013. Additionally, the following wells have been removed from the monitoring data reports as outlined in Limiting Conditions 28 and 29, as the data are no longer needed: Wells G-2060, G-2245, G-2692, G-2935 and G-2936. These wells have been removed from the updated Table A. Modifications to the Water Use Permit include the update of the construction plans stated in Limiting Condition 34. Based on current water demand projections, the Permittee does not anticipate construction of these wells until the year 2024. There are no modifications to the withdrawal sources or permitted allocations. Exhibit 1 is an updated "Table A - Description of Wells" and Exhibit 2 is an updated Requirement by Limiting Condition Report.

Please understand that your permit remains subject to the 34 Limiting Conditions and all other terms of the permit authorization as previously issued.

orathan E. Shaw, P.G. Section Leader

Water Use Bureau

Appendix B North Springs Improvement District Water Use Permit



SOUTH FLORIDA WATER MANAGEMENT DISTRICT WATER USE PERMIT NO. RE-ISSUE 06-00274-W NON-ASSIGNABLE

Date Issued: November 29, 2010

Expiration Date: November 29, 2030

Authorizing: THE CONTINUED USE OF GROUNDWATER FROM THE BISCAYNE AQUIFER FOR PUBLIC WATER SUPPLY IN NORTH SPRINGS IMPROVEMENT DISTRICT SERVING 53,362 PERSONS IN THE YEAR 2030 WITH AN AVERAGE PER CAPITA USE RATE OF 97 GALLONS PER DAY AND A MAXIMUM MONTHLY TO AVERAGE MONTHLY PUMPING RATIO

OF 1.18:1 WITH AN ANNUAL ALLOCATION OF 1,890 MILLION GALLONS.

Located In: Broward County,

S31-33/T47S/R41E S3-10/T48S/R41E

Issued To:

NORTH SPRINGS IMPROVEMENT DISTRICT (NORTH SPRINGS IMPROVEMENT DISTRICT)

10300 N W 11TH MANOR, CORAL SPRINGS, FL 33071

This is to notify you of the District's agency action concerning Permit Application No. 080108-9, dated January 8, 2008. This action is taken pursuant to the provisions of Chapter 373, Part II, Florida Statutes (F.S.), Rule 40E-1.603 and Chapter 40E-2, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a Water Use Permit is in effect for this project subject

- 1. Not receiving a filed request for an administrative hearing pursuant to Section 120.5 and Section 120.569, or request a judicial review pursuant Section 120.68, Florida Statutes.
- The attached 27 Limiting Conditions.
- 3. The attached 18 exhibits.

Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of activities authorized by this permit. Said application, including all plan and specifications attached thereto, is by reference made a part hereof Upon written notice to permittee, this permit may be temporarily modified, or restricted under a Declaration of Water Shortage or a Declaration of Emergency due to Water Shortage in accordance with provisions of Chapter 373, Fla. Statutes, and applicable rules and regulations of the South Florida Water Management District. This Permit may be permanently or temporarily revoked, in whole or in part, for the violation of the conditions of the permit or for the violation of any provision of the Water Resources Act and regulations thereunder. This Permit does not convey to the permittee any property rights nor any privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Should you wish to object to the proposed agency action or file a petition or request, please provide written objections, petitions, requests and/or waivers to:

> Elizabeth Veguilla, Deputy Clerk, MSC2440 South Florida Water Management District Post Office Box 24680 West Palm Beach, FL 33416-4680

Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights*, we will assume that you concur with the District's action.

CERTIFICATION OF SERVICE

I HEREBY CERTIFY that the Staff Report, Conditions and Notice of Rights have been mailed to the Permittee (and the persons listed on the attached staff report distribution list) no later than 5:00 p.m. on this 30th day of November, 2010, in accordance with Section 120.60(3), Florida Statutes, and a copy has been filed and acknowledged with the Deputy District Clerk.

ORIGINAL SIGNED BY

ELIZABETH VEGUILLA DEPUTY CLERK

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Appendix C Parkland Utilities, Inc. Water Use Permit

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

WATER USE GENERAL PERMIT

PERMIT NO. 06-00242-W

PERMITTEE:

PARKLAND LITILITIES INC 8001 PARKSIDE DRIVE PARKLAND, FL 33067

PROJECT NAME:

PARKLAND UTILITIES INC

PROJECT DESCRIPTION:

The purpose of this application is to modify and renew Water Use Permit 06-00242-W for public water supply for the Parkland Utilities Service area. Withdrawals are from the Biscayne Aquifer via two existing withdrawal facilities.

PROJECT LOCATION:

BROWARD COUNTY,

S35/T47S/R41E

PERMIT EXPIRATION:

September 19, 2025

This is to notify you of the District's agency action concerning Permit Application No. 050606-21, received June 6, 2005. This action is taken pursuant to Chapter 373, F.S., Rule 40E-1.603 and Chapter 40E-20, Florida Administrative Code(F.A.C).

Based on the information provided, District rules have been adhered to and a Water Use General Permit is in effect for this project subject to:

- Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
- 2. The attached 26 Limiting Conditions (See pages 2 5).
- The attached exhibits.

Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities that may arise by reason of the construction, maintenance or use of activities authorized by this permit. Said application, including all plans and specifications attached thereto, is by referenced made a part hereof.

Should you object to these conditions, please refer to the attached "Notice of Rights" that addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume you concur with the District's action.

CERTIFICATE OF SERVICE

I hereby certify that a "Notice of Rights" has been sent by certified mail to the permittee (and copies have been mailed to the persons in the attached distribution list) no later than 5:00 PM on this September 19, 2005, in accordance with the section 120.60(3), Florida Statutes.

Date Issued:

Wm. Scott Burns, P.G.

Director, Water Use Regulation Division

Water Supply Department

Certified mail number:

7002 3150 0000 8126 3068

Enclosures

sfwmd.gov

Form 1109 (8/03)



CITY OF PARKLAND

AGENDA SUMMARY

Meeting: Wednesday, November 18, 2020 Agenda Item: 9.D

ORDINANCE: 2020-016 Regular Agenda, Second Reading

SHORT TITLE: Ordinance to Approve Synthetic Turf; Second Reading

SUBMITTED BY: Michele Mellgren

MEETING GROUP: City Commission ORIGIN OF REQUEST: Staff

STAFF RECOMMENDATION

Staff recommends approval

STRATEGIC PLAN

Strategy: Effective & Efficient Government

Goals & Actions by Strategy: Improve and enhance the City's infrastructure

BACKGROUND & PURPOSE

There has been much interest in the community to install synthetic turf in lieu of natural grass as an acceptable form of ground cover. The synthetic turf provides sufficient drainage and green appearance similar to natural grass. Appendix B of the City of Parkland Code of Ordinances entitled "Land Development Code", Article 95, "Landscaping and Vegetation", Section 95-520, "Definitions" is amended to include "Synthetic Turf".

Public Hearings:

Planning and Zoning Board (October 8, 2020) - Recommended Approval with additions, modifications as shown on staff report.

FISCAL IMPACT

n/a

1

ORDINANCE 2020-016

1	
2	

 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, AMENDING ARTICLE 95, "LANDSCAPING AND VEGETATION"; SECTION 95-520, "DEFINITIONS" OF THE LAND DEVELOPMENT CODE TO DEFINE "SYNTHETIC TURF"; CREATING A NEW SECTION 95-1600, "SYNTHETIC TURF" TO PROVIDE REGULATIONS FOR INSTALLATION OF SYNTHETIC TURF; AMENDING SECTION 40-20(C)(8)(g) TO PROVIDE FOR THE IDENTIFICATION OF SYNTHETIC TURF AREAS; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City of Parkland City Commission finds that the use of certain types of synthetic turf in lieu of natural grass may be an acceptable form of ground cover where typical ground cover may not survive, as synthetic turf provides for sufficient drainage and green appearance similar to natural grass; and

WHEREAS, to accommodate the use of synthetic turf within the City of Parkland, the City Commission finds it necessary and appropriate to require a formal permit application and review process prior to the installation of synthetic turf; and

WHEREAS, the City Commission further finds that it serves the public health, safety, and welfare to adopt specific regulations governing the type of synthetic turf that can be utilized, as well as the appropriate methods of installation of synthetic turf; and

WHEREAS, the City Commission finds that the regulations hereinafter set forth are reasonably related to the health, safety and general welfare of the citizens, property owners and invitees of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, THAT:

<u>Section 1.</u> The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by reference.

<u>Section 2.</u> Appendix B of the City of Parkland Code of Ordinances entitled "Land Development Code", Article 95, "Landscaping and Vegetation", Section 95-520, "Definitions" is hereby amended as follows:

- 41 Stubbing or hatracking means a method of severely pruning a tree or a portion of a tree
- back to its major limbs, hatracked trees may be subject to removal and replacement.
- 43 Synthetic turf means a dense and continuous surface of synthetic fibers mounted on a
- 44 permeable backing and of sufficient density and green color to replicate the appearance of
- 45 healthy natural grass.

47 Topiary pruning means the practice of pruning an accent plant into an ornamental shape48 by pruning branches one (1) inch in diameter or less.

Section 3. Appendix B of the City of Parkland Code of Ordinances entitled "Land Development Code", Article 95, "Landscaping and Vegetation", Division 15 "Landscaping Requirements for All New and Existing Residential and Non-Residential Uses" is hereby amended to create a new Section 95-1600, "Synthetic Turf" to read as follows:

95-1600. Synthetic Turf.

A. Synthetic turf may be permitted on properties used for residential, commercial or recreational purposes, subject to the requirements and procedures set forth in this Section.

B. Synthetic turf permitted on properties used for residential purposes shall only be permitted to be installed in the side and rear yards only, except that synthetic turf may be installed in the spaces of a driveway pattern of a driveway located in the front or side yard.

C. Synthetic turf shall comply with all of the following design standards and shall:

(1) Simulate the appearance of live turf, organic turf, grass, sod or lawn, as determined by the City, and shall have a minimum eight-year "no fade" warranty.

 (2) Be of a type known as cut pile infill with pile fibers of a minimum height of 1.75 inches and a maximum height of 2.5 inches.

(3) Have a minimum face weight of 75 ounces per square yard.

 (4) Be manufactured from polyethylene monofilament, Dual Yarn System, and manufactured in the United States.

 (5) Have backing that is permeable.(6) Be lead free and flame retardant.

D. Synthetic turf shall comply with all of the following installation standards and shall:

81		(1) Be setback from adjacent parcels a minimum distance determined by the City
82		Engineer to ensure that Be installed in a manner prescribed by the manufacturer.
83		(2) Be installed over a subgrade prepared to provide positive drainage and an evenly
84		graded mass of compacted, porous crushed rock aggregate material that is a
85		minimum of four (4) inches in depth.
86		(3) Not adversely affect drainage of adjacent properties, rights of way, or overall
87		drainage of the site or development in which it is located.
88		(4) Be anchored at all edges and seams.
89		(5) Not have visible seams between multiple panels.
90		(6) Have seams that are joined in a tight and secure manner.
91		(7) Have an infill medium consisting of clean silica sand or other mixture, pursuant
92		to the manufacturer's specifications or as approved by the City Engineer, that
93		<u>shall:</u>
94		a. Be brushed into the fibers to ensure that the fibers remain in an upright
95		position;
96		b. Provide ballast that will help hold the turf in place;
97		<u>c.</u> Provide a cushioning effect; and
98		d. Be installed so that no irrigation affects the synthetic turf.
99		
100	<u>E.</u>	Synthetic turf shall comply with all of the following maintenance standards and shall:
101		
102		(1) Be maintained in an attractive and clean condition, and shall not contain holes,
103		tears, stains, discoloration, seam separations, uplifted surfaces or edges, heat
104		degradation or excessive wear.
105		(2) Be maintained in a green fadeless condition and free of weeds, debris, and
106		impressions.
107		
108	F.	The following uses are prohibited:
109		· · · · · · · · · · · · · · · · · · ·
110		(1) Synthetic turf installed in public or private rights-of-way or swales.
111		(2) Synthetic turf installed in drainage easements or lake maintenance easements.
112		(3) Synthetic turf treated as a filler for landscaping that is not part of a planned
113		element of landscaping.
114		
115	G.	The installation of synthetic turf on properties other than residential property shall
116		first require approval of the Community Appearance Board.
117		<u> </u>
118	Н.	All uses of synthetic turf shall require a building permit. The building permit
119	<u>-11</u>	application shall include, at a minimum, all of the following information:
120		<u> </u>

121	(1) A complete landscape plan showing the area of synthetic turf; area of living plant
122	material; the square footage and percentage of synthetic turf; and, area and
123	method of separation between living plant material and synthetic turf.
124	(2) Details regarding existing or proposed irrigation proximate to the synthetic turf.
125	(3) Brand and type of synthetic turf, including all manufacturer specifications and
126	warranties.

(4) A scaled cross section and details of the proposed materials and installation, including but not limited to subgrade, drainage, base or leveling layer, and infill.

I. Synthetic turf installation. Synthetic turf that is installed in conformance with the provisions contained in this Section shall be considered a pervious surface, but shall not exceed ten (10) percent of the total pervious area of a lot or parcel on which the turf is installed for residentially used property; and ten (10) percent of the total required pervious area of a lot or parcel on which the turf is installed for non-residentially used property.

137 ***

<u>Section 4.</u> Appendix B of the City of Parkland Code of Ordinances entitled "Land Development Code", Article 40, "Site Plan Procedures", Section 40-20(C)(8)(g) is hereby amended as follows:

g. Computation of pervious and impervious areas in square footage and percentage, with synthetic turf areas, if any, specifically identified and measurements provided in both square footage and percentage.

<u>Section 5.</u> Conflict. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

<u>Section 6.</u> Severability. If any phrase, clause, section or other part or application of the Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 7. Codification. It is the intention of the City Commission of the City of Parkland that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Parkland, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" maybe be changed to "Section", Article" or such other word or phrase in order to accomplish such intention.

Coding: Words in strikethrough type are deletions from existing law; Words in underlined type are additions.

162		
163		This Ordinance shall become effective immediately
164	upon adoption by the City Commission	of the City of Parkland.
165		
166	PASSED ON 1 ST READING THIS 21	st DAY OF OCTOBER, 2020.
167	NTP.	
168	ADOPTED ON 2 ND READING THIS	18 th DAY OF NOVEMBER, 2020.
169		
170	CITY OF PARKLAND, FLORIDA	
171		
172		
173		
174		RICHARD W. WALKER
175	ATTECT	MAYOR
176	ATTEST:	
177 178		
179	ALYSON MORALES, CMC	
180	CITY CLERK	
181		
182		
183	Approved as to form and legality	
184		
185		
186	ANTHONY SOROKA	
187	CITY ATTORNEY	
188		



MEMORANDUM

DATE: October 9, 2020 UPDATED: November 2, 2020

TO: The Honorable Mayor and City Commission

THRU: Sowande Johnson P.E., Assistant City Manager

FROM: Michele C. Mellgren, AICP, Planning and Zoning Director

BY: Kaitlyn Forbes, AICP, CNU-A, Assistant Planning and Zoning Director

RE: Proposed -Artificial Turf Ordinance 2020-016

Proposed Ordinance Title: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, AMENDING ARTICLE 95, "LANDSCAPING AND VEGETATION"; SECTION 95-520, "DEFINITIONS" OF THE LAND DEVELOPMENT CODE TO DEFINE "SYNTHETIC TURF"; CREATING A NEW SECTION 95-1600, "SYNTHETIC TURF" TO PROVIDE REGULATIONS FOR INSTALLATION OF SYNTHETIC TURF; AMENDING SECTION 40-20(C)(8)(g) TO PROVIDE FOR THE IDENTIFICATION OF SYNTHETIC TURF AREAS; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY; AND AN EFFECTIVE DATE.

Background: There has been much interest by residents to install synthetic turf in lieu of natural grass as an acceptable form of ground cover in limited areas. The synthetic turf provides sufficient drainage and green appearance similar to natural grass. Appendix B of the City of Parkland Code of Ordinances entitled "Land Development Code", Article 95, "Landscaping and Vegetation", Section 95-520, "Definitions" is amended to include "Synthetic Turf". The City Engineer has carefully reviewed the proposed ordinance to address concerns with drainage.

Synthetic turf permitted on properties used for residential purposes shall only be permitted to be installed in the side and rear yards only, except that synthetic turf may be installed in the spaces of a driveway pattern of a driveway located in the front or side yard.

Design standards, installation, and maintenance standards are proposed as part of this ordinance.

Planning & Zoning Board Recommendation:

The Planning & Zoning Board considered the proposed ordinance at its October 8, 2020 meeting, and unanimously recommended approval with the following changes or additions:

- Change subsection G so that all residential properties are exempt from Community Appearance Board (CAB) approval, and not just single family residences. The issue was raised by Board member Neil Vogel, noting that there are multi-family sections within Heron Bay and that they should not be required to obtain CAB approval. The other Planning & Zoning Board members supported his recommendation.
- 2. The ordinance should include a setback from contiguous parcels at a distance determined appropriate by the City Engineer. This issue was raised by Board member Anthony Avello out of concern for maintenance and appearance (a neighbor's lawn mower could damage artificial turf that is contiguous to natural grass if there is no fence or other barrier). The other Planning & Zoning Board members supported his recommendation.
- 3. Chairman Murray Zweig recommended that the ordinance contain language that the artificial turf be installed in a manner determined by the Building Official to address hurricane resistance. The other Planning & Zoning Board members supported his recommendation.

If the City Commission desires to adopt the recommendations of the Planning & Zoning Board, the ordinance language will be updated prior to second reading to reflect these recommendations.

The City Commission passed the Ordinance on first reading to include the recommendations of the Planning & Zoning Board. The Ordinance has been updated to reflect the recommendations, noting that the Building Official stated that the existing language in the Ordinance is sufficient to address this concern. Therefore, no modified or additional language was necessary.



CITY OF PARKLAND

AGENDA SUMMARY

Meeting: Wednesday, November 18, 2020 Agenda Item: 9.E

ORDINANCE: 2020-021 Regular Agenda, Second Reading

SHORT TITLE: FY 2021 Budget Amendment; Second Reading

SUBMITTED BY: Chris Johnson

MEETING GROUP: City Commission **ORIGIN OF REQUEST:** City Manager's Office

STAFF RECOMMENDATION

Staff recommends approval

STRATEGIC PLAN

Strategy: Effective & Efficient Government

Goals & Actions by Strategy: Improve and enhance the City's transportation infrastructure

BACKGROUND & PURPOSE

This is the second reading of a budget amendment to make an adjustment to the FY 2021 budget for the Pine Tree Roads Fund. This budget amendment re-purposes existing reserves that were not originally budgeted in FY 2021.

FISCAL IMPACT

Amendment will increase the FY 2021 budget by \$1,000,000,

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	ORDINANCE NO. 2020-021
OF PARKLA 2020-019 ADO PARKLAND F PINE TREE FUNDING BY PINE TREE R	NCE OF THE CITY COMMISSION OF THE CITY ND, FLORIDA, AMENDING ORDINANCE NO. OPTING THE BUDGET OF THE CITY OF FOR FISCAL YEAR 2020/2021; INCREASING THE ROADS FUND BY \$1,000,000; PROVIDING RE-PURPOSING EXISTING RESERVES IN THE ROADS FUND; PROVIDING FOR SEVERABILITY DING FOR AN EFFECTIVE DATE.
_	ptember 23, 2020, the City of Parkland adopted a final budget for the ber 1, 2020, and ending September 30, 2021; and
-	ant to Section 166.241, Florida Statues, the City of Parkland may, lget and wishes to do so to reflect additional appropriations.
NOW THEREFOR CITY OF PARKLAND, F	RE, BE IT RESOLVED BY THE CITY COMMISSION OF THE LORIDA:
of the City of Parkland for same is hereby amended to revenue and expenditure ap Fund as set forth in Exhibit. Section 2. That Resolutions in conflict her conflict. Section 3. Should any paragraph, sentence or	plance 2020-019, as amended, which Ordinance did adopt the budget Fiscal Year 2020/2021, and the budget adopted thereby be and the o cause and reflect the increase of the net total of \$1,000,000 of appropriations to said by re-purposing reserves in the Pine Tree Roads A. all Ordinances or parts of Ordinances, Resolutions or parts of rewith be and the same are hereby repealed to the extent of such lad any section or provision of this Ordinance or any portion thereof, word be declared by a Court of competent jurisdiction to be invalided to the validity of the remainder of this Ordinance.
PASSED 1ST READING	THIS 21st DAY OF OCTOBER, 2020.
ADOPTED ON 2ND REA	DING THIS 18th DAY OF NOVEMBER, 2020.
CITY OF PARKLAND, F	LORIDA
	RICHARD W. WALKER MAYOR

Formatting key: Strikethrough represents deleted text, and underline represents added text.

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55 Approved as to form and legality
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59 ANTHONY SOROKA
60 CITY ATTORNEY

9.E

Exhibit A

Fiscal Year 2021 Budget Amendment

Account Description	Budget/Account Number	Current Budget	Increase/ Decrease	Amended Budget
Revenue Provided From:				
Appropriated Fund Balance	304-0000-389-9010	\$0	\$1,000,000 \$1,000,000	\$1,000,00
Expenditures Appropriated To:				
Reserve for Capital Improvements	304-9091-581-9210	\$0	\$1,000,000 \$1,000,000	\$1,000,00



CITY OF PARKLAND

AGENDA SUMMARY

Meeting: Wednesday, November 18, 2020 Agenda Item: 9.F

RESOLUTION: 2020-072 Regular Agenda

SHORT TITLE: Furniture for Multi-Purpose Room - Piggyback

SUBMITTED BY: Bill Evans

MEETING GROUP: City Commission ORIGIN OF REQUEST: Staff

STAFF RECOMMENDATION

Staff is recommending approval to piggyback the State of Florida Alternate Contract Source No. 5612000-19-ACS for the purchase of Furniture for the Multi-Purpose Room and authorizing expenditures not-to-exceed \$125,000 to Creative Office Solutions & More, Inc.

STRATEGIC PLAN

Strategy: Effective & Efficient Government **Goals & Actions by Strategy:** Other, N/A

BACKGROUND & PURPOSE

The City of Parkland (City) requires the services of a qualified firm to provide and install furniture at City Hall for the Multi-Purpose Room.

The City Hall multi-purpose room is currently undergoing renovations. A key component of the project is the procurement, delivery and installation of various furniture for the City Hall multi-purpose room, Finance, Human Resources and City Clerk departments.

To maintain consistency, City Staff is recommending the vendor awarded the furniture of the recent Building Department and Library expansions, Creative Office Solutions & More, Inc., an authorized distributor on the State of Florida Alternate Contract Source No. 5612000-19-ACS.

This contract was competitively solicited by the State of New York, Office of General Services, Group 20915-Furniture, All Types (except Hospital Room and Patient Handling), award number 23109, allowing the State of Florida and other authorized purchasing entities, like the City of Parkland (City), to become a participating entity.

The State of Florida is authorized by section 287.042(16), Florida Statutes, "To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

The City's Procurement Code, Section 2-143.9.(3) Exempt Purchases, states the City may "piggyback" any currently authorized government agencies and/or not for profit purchasing cooperative contract; and the Code further requires the City Commission to approve contracts exceeding \$50,000 per annum or \$150,000 on a multi-year basis.

The State of Florida Alternate Contract Source No. 5612000-19-ACS is effective from December 2, 2018 through December 1, 2023.

The contract provides for the purchase of office furniture, including desk chairs, guest chairs, desks, filing cabinets, work surfaces, computer stands and more.

Some of the benefits of the State of Florida contract includes:

- Wholesale discounts off of list price (MSRP);
- Additional discounts are negotiable for large quantity orders and one time delivery of large single orders;
- 90-day delivery time (some Quick Ship);
- Delivery can be based on State of Florida terms;
- Statewide coverage;
- Toll-free access to customer service representatives;
- Wide product selection with over 100,000 items on contract. Custom options available;
- Dedicated contractor website with prices, discounts, dealers, and LEED green products/environmental information;
- 5-year warranty coverage or manufacturer's warranty whichever is greater. Fabric and pneumatic cylinders shall be warranted for minimum of 1 year;
- Online reporting capabilities (e.g., order tracking, usage reports);
- Priority allocation for supply constrained items;
- Includes following value added services: installation, product removal, end-of-life recycling, design services, space planning, reconfiguration, consulting services, inventory management services, technical services.

For the reasons mentioned above, staff is recommending the purchase of furniture to Creative Office Solutions & More, Inc., through the State of Florida Alternative Contract Source No. 5612000-19-ACS.

The not-to-exceed amount of \$125,000 has been approved as part of Fiscal Year 2021.

The decision to piggyback the interagency contract is in the best interest of the City for its value and accessibility.

Staff will ensure that all purchases are in compliance with the terms, conditions and pricing contained in the State of Florida Alternative Contract Source No. 5612000-19-ACS.

FISCAL IMPACT

The financial impact is not-to-exceed \$125,000 which was budgeted as part of the Fiscal Year 2021.

EXPIRATION OF CONTRACT

At the conclusion of the project.

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A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, APPROVING THE PIGGYBACK OF THE STATE OF FLORIDA ALTERNATE CONTRACT SOURCE NO. 56120000-19-ACS FOR THE PURCHASE OF FURNITURE FOR THE MULTI-PURPOSE ROOM AND AUTHORIZING EXPENDITURES NOT-TO-EXCEED \$125,000 TO CREATIVE OFFICE SOLUTIONS & MORE, INC.; PROVIDING FOR EXECUTION, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Parkland (City) desires to piggyback the State of Florida Alternative Contract Source No. 5612000-19-ACS for the purchase of Furniture for the Multi-Purpose Room; and

WHEREAS, in accordance with City Ordinance Code Sec. 2-143.9.(3) - Exempt Purchases, the City may "piggyback" any currently authorized government agencies and/or not for profit purchasing cooperative contract; and the Code further requires the City Commission to approve contracts exceeding \$50,000 per annum or \$150,000 on a multi-year basis; and

WHEREAS, the contract was competitively solicited by the State of New York, Office of General Services, Group 20915-Furniture, All Types (except Hospital Room and Patient Handling), award number 23109, allowing the State of Florida and other authorized purchasing entities, like the City of Parkland, to become a participating entity; and

WHEREAS, the contract is effective from December 2, 2018 through December 1, 2023; and

WHEREAS, City staff is requesting approval to piggyback the State of Florida Alternative Contract Source No. 5612000-19-ACS for the purchase of Furniture for the Multi-Purpose Room through the authorized distributor, Creative Office Solutions & More, Inc.; and

WHEREAS, the not-to-exceed amount of \$125,000 was approved as part of the Fiscal Year 2021; and

WHEREAS, the City Commission hereby determines it to be in the best interest of the residents of the City of Parkland to approve the piggyback of the State of Florida Alternative Contract Source No. 5612000-19-ACS to the authorized distributor, Creative Office Solutions & More, Inc., for the purchase of Furniture for the Multi-Purpose Room.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:

- Section 1. The foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby incorporated herein.
- **Section 2.** The City Commission hereby approves the piggyback of the State of Florida Alternative Contract Source No. 5612000-19-ACS for the purchase of Furniture for the Multi-Purpose Room.
 - <u>Section 3.</u> The appropriate City Official is authorized to execute the agreement.
 - **Section 4.** This resolution shall become effective immediately upon adoption.

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55	PASSED AND ADOPTED THIS 18th DA	AY OF November, 2020.
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58	CITY OF PARKLAND, FLORIDA	
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62		RICHARD W. WALKER
63		MAYOR
64	ATTEST:	
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68	ALYSON MORALES, CMC	
69	CITY CLERK	



Alternate Contract Source (ACS) No. 56120000-19-ACS For Furniture, All Types

This Contract is made by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and OFS Brands, Inc. (Contractor), collectively referred to herein as the "Parties."

The Department is authorized by section 287.042(16), Florida Statutes, "To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

The State of New York, Office of General Services competitively procured Group 20915-Furniture, All Types (except Hospital Room and Patient Handling), and awarded number 23109. The signed Contract with the Contractor, is attached hereto as Exhibit D (Master Agreement). The Master Agreement became effective on December 2, 2018, and is scheduled to expire on December 1, 2023.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternate contract source is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this Contract will begin June 20, 2020, or on the date the Contract is fully signed by all Parties, whichever is later, and will expire December 1, 2023, consistent with the Master Agreement, unless terminated earlier in accordance with Exhibit B, Special Contract Conditions (Florida).

2. Renewal.

This contract may not be renewed.

Alternate Contract Source (ACS) No. 56120000-19-ACS For Furniture, All Types

3. Modifications or Additions to Master Agreement.

As used in this document, Contract (whether capitalized or not) will, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersede any and all prior agreements. This Contract may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

In addition to Section 2.2.1 of the Master Agreement and any additional language within the Contract regarding delivery, the Parties agree that Inside Delivery for Customers under this ACS may be further negotiated prior to purchases under this ACS. Inside Delivery rates can be found under the Terms and Conditions page: https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm

All Exhibits attached or listed below are incorporated in their entirety into, and will form part of, this Contract. Exhibit A and Exhibit B, modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence will apply:

- a) This Contract document and amendments, if any, with the latest issued having priority.
- b) Exhibit A: Additional Special Contract Conditions (Florida)
- c) Exhibit B: Special Contract Conditions (Florida)
- d) Exhibit C: Pricing Page
- e) Exhibit D: Master Agreement
- f) Exhibit E: Contract Award Notification

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Contract, such citation or reference will be replaced by the comparable Florida law or regulation.

4. Purchases under this Contract.

Upon execution of this Contract, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this Contract using this State of Florida ACS No. 56120000-19-ACS. Agencies acknowledge and agree to be bound by the terms and conditions of the Contract.

Alternate Contract Source (ACS) No. 56120000-19-ACS For Furniture, All Types

5. Primary Contacts

Department's Contract Manager:

Thomas Bower
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tallahassee, (850) 488 6004

Telephone: (850) 488-6904

Email: Thomas.Bower@dms.myflorida.com

Contractor's Contract Manager:

Anna McClelland OFS Brands, Inc. 1204 E. 6th Street Huntingburg, IN 47542 Telephone: (704) 771-9003

Email: AMcClelland@ofs.com

6. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties

This document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

Alternate Contract Source (ACS) No. 56120000-19-ACS For

Furniture, All Types

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

CONTRACTOR	STATE OF FLORIDA,
OFS BRANDS, INC.	DEPARTMENT OF MANAGEMENT SERVICES Tami Fillyaw
Ryan Menke	Tami Fillyaw Chief of Staff
6/12/2020 8:37 AM EDT	7/2/2020 12:53 PM EDT
Date:	Date:



ADDITIONAL SPECIAL CONTRACT CONDITIONS Contract No. 56120000-19-ACS Exhibit A

The following language modifies and supplements the Master Agreement:

- Vendor Registration: In order to complete any transaction between a Customer and the Contractor, the Contractor must be registered in MyFloridaMarketPlace.
- Additional Customer Terms: If any additional ordinance, rule, or other local
 governmental authority requires additional contract language before a Customer can
 make a purchase under this Contract, the Customer is responsible for entering a
 separate agreement with the Contractor and incorporating the additional contract
 language therein.
- 3. Employment Eligibility Verification: The language of Subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as all other subcontractors.
- 4. Orders: Any Order placed by a Customer for a Product and/or Service available from this Contract shall be deemed to be a sale under and governed by the terms and conditions of the Contract. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, and signed by the Parties.
 - Contractor must be able to accept purchase orders via fax, e-mail, or the MyFloridaMarketPlace (MFMP).
- 5. Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:
 - EDI (Electronic Data Interchange)
 - This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
 - PO Flip via AN
 - The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

6. Contract Reporting: The Contractor shall report information on orders received from Customers associated with this Contract

The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Fee Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Quarterly Sales Report	State's Fiscal Quarter	15 calendar days after close of the period

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.

 Quarterly Sales Report: The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 15 calendar days after the close of each State Fiscal quarter.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) - due 15 calendar days after close of the period

Quarter 2 - (October-December) - due 15 calendar days after close of the period

Quarter 3 - (January-March) - due 15 calendar days after close of the period

Quarter 4 - (April-June) - due 15 calendar days after close of the period

Quarterly Reporting periods should coincide with the Contract term and begin the quarter following Contract execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at <u>FL DMS Quarterly Sales Report</u>. The report will include all sales (orders) from Customers received (associated with this Contract) during the period. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive Quarterly Sales Reports, this Contract may be found to be out of compliance with the Contract requirements and terminated or the Department may choose to not renew the Contract.

- MFMP Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- 7. Ad hoc Reports: The Department reserves the right to require additional reports or information pertaining to this Contract and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.
- 8. Financial Consequences: The following financial consequences will apply for nonperformance of the contract by a Contractor. The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform/comply with provisions of the Contract. These consequences for non-performance are not to be considered penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every quarter thereafter.

Performance Metric	Description	Performance Target	Frequency	Financial Consequence for Non- Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 15 th calendar day after close of a quarter.	100%	Quarterly	\$250
Monthly Transaction Fee Report	Transaction Fee Report are due on or before the 15 th calendar day after close of the period.	100%	Monthly	\$100

- 9. Business Review Meetings: The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. At minimum, the Parties shall meet to discuss:
 - Program compliance
 - Program trending review
 - · Savings report: Hard dollar and soft dollar
 - Spend report
 - Subcontractor and contingent staff performance
 - Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being found in default and Contract termination.

10. Subcontractors: The Contractor may use subcontractors, including resellers, in order to provide equipment and services. All subcontractors shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Contract. The Contractor's subcontractor's participation will be in accordance with the terms and conditions set forth in this Contract. If a subcontractor is authorized to conduct business on behalf of the Contractor and the subcontractor is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the subcontractor. The State of Florida is not a party to any agreement entered into between the Contractor and its subcontractors. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and shall ensure that all such subcontractors meet the following requirements:

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and shall ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations https://dos.myflorida.com/sunbiz/
- Registered in the MFMP Vendor Information Portal <u>https://vendor.myfloridamarketplace.com</u>
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory Vendor's List which can be found at:
- https://www.dms.myflorida.com/business operations/state purchasing/state agen cy resources/vendor registration and vendor lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services https://flvendor.myfloridacfo.com.

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

- 3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;
- 3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.
- 3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name Contractor's Name Contractor's Physical Address Contractor's Telephone # Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists. In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention. Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark. copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents. subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 8.1 Public Records.
- 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- 8.2 Protection of Trade Secrets or Otherwise Confidential Information.
- 8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure. If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake. windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor. provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes:
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Subcontractor/Dealer/Reseller Information Form

Contract Name: Furniture
Contract Number: 56120000-19-ACS
Contractor Name: OFS Brands, Inc.

* * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * *

Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press Ctrl + M to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press Ctrl + Q to rehide the columns.

		Counties Servei	d: If the subcontractor/dealer/reseller does	not provide products,	/services st	atewide, press Ctrl + M to unhide the co	olumns after Column M	(Approved D	ate) and sele	ct "Y" for e	each county served; press C	.trl + Q to rehide the columns.
Subcontractor/Dealer/Reseller Name	Website	Contact Name	Email	Phone	ext.	Address	City	State	Zip	+4	Counties Served	Approved Date
Substantial of Scale (Nessella Name	Website	contact Nume	Email	Hone	CALL	Address	City	State	p		(SEE ABOVE)	(DMS USE ONLY)
American Business Interiors	http://www.abinteriors.com/	George Dilulio	georged@abinteriors.com	321-723-5003		2015 S. Waverly Place	Melbourne	FL	32931		Statewide	8/17/2020
AOE of Florida (Affordable Office Interiors) dba BOS Orlando	https://www.bos.com/florida/	Olga Pagan	olga.pagan@bos.com	405-805-9911		200 Technology Park Ste. 1020	Lake Mary	FL	32746		Statewide	8/17/2020
AOE of Florida (Affordable Office Interiors) dba BOS Tampa	https://www.bos.com/florida/	Diane Casey	diane.casey@bos.com	813-549-7310		1600 E. 8th Ave., Ste. 201	Tampa	FL	33605		Statewide	8/17/2020
Apex Office Products	http://shop.apexop.com/	Martha Landis	mlandis@apexop.com	352-622-3221		5209 N Howard Ave	Tampa	FL	33603		Statewide	8/17/2020
Beaux Arts Installation Co.	https://beauxartsgroup.com/	Anne Everett	aeverett@beauxartsgroup.com	813.880.8686		400 N. Ashley Dr., Ste. 800	Tampa	FL	33602		Statewide	8/17/2020
Commercial Design Services	https://cdstampa.com/	Stewart Davis	Sdavis@cdstampa.com	813-886-0580		5805 Barry Rd	Tampa	FL	33634		Statewide	8/17/2020
Common Sense (National Business Liquidators)	https://www.commonsenseof.com/	Craig Caswell	ccaswell@commonsenseof.com	407-206-5040		820 W. Washington St	Orlando	FL	32805		Statewide	8/17/2020
Compass Office Solutions LLC	https://compass-office.com/	Jose Manuel Diaz	diazJ@compass-office.com	954-430-4590		3320 Enterprise Way	Miramar	FL	33025		Statewide	8/17/2020
Corporate Interiors	https://the-cigroup.com/	Linda Mullen	lmullen@the-cigroup.com	727-539-7544		20 N. Orange Ave., Ste. 106	Orlando	FL	32801		Statewide	8/17/2020
CORPORATE INTERIORS OF ORLANDO LLC	https://the-cigroup.com/	BRANDI MARKIEWICZ	bmarkiewicz@the-cigroup.com	407.619.8281		12115 28th St	St Petersburg	FL	33716		Statewide	8/17/2020
Creative Office Solutions & More. Inc	https://www.cosandmore.com/	Nestor Aragon	nestor@cosandmore.com	305-407-8907		11925 Griffing Blvd	Miami	FL	33161		Statewide	8/17/2020
Empire Office Inc.	https://www.empireoffice.com/	Jay Binkowski	jbinkowski@empireoffice.com	954-707-6178		105 Madison Ave.	New York	NY	10016		Statewide	8/17/2020
Holmes & Brakel International Inc.	http://www.holmesbrakel.com/	Sarah Paulk	spaulk@homesbrakel.com	813-229-6869		3901 Coconut Palm Dr., Ste. 102	Tampa	FL	33619		Statewide	8/17/2020
Interior Contract Services	https://www.orlandobusinessfurniture.com/	Larry Weed	lweed@interiorcontract.com	407-294-4141		3939 N John Young Parkway	Orlando	FL	32804		Statewide	8/17/2020
Interior Fusion Inc.	https://www.ifsdv.com/	Amy Elkins	amy@ifsdv.com	727-275-1200	113	7225-B Bryan Dairy Rd	Largo	FL	33773		Statewide	8/17/2020
J.C. White / Berwin Inc.	https://www.jcwhite.com/	Joanna Bray	joanna.bray@jcwhite.com	954-499-6677	113	3501 Commerce Parkway	Miramar	FI	33025		Statewide	8/17/2020
Library Interiors of Florida Inc.	https://www.libraryinteriors.com/	Jeff Hunt	jeff.hunt@libraryinteriors.com	813-977-6805		10006 Cross Creek Blvd. #432	Tampa	FI	33647		Statewide	9/28/2020
M. Hanson & Co., Inc.	https://mhansonco.com/about/	Katia Carrasco	accounting@mhansonco.com	954-630-1500		501 N Andrews Ave., Ste. 103	Fort Lauderdale	FI	33301		Statewide	8/17/2020
OEC Business Interiors	https://www.oec-fl.com/	David Salter	dsalter@oec-fl.com	352.332.1192		1601 N W *0 Blvd.	Gainesville	FI	32606		Statewide	8/17/2020
OFDC Commercial Interiors	https://ofdc-inc.com/	Nicholas Gabrielsen	ngabrielsen@ofdc-inc.com	239-337-1212		11866 Metro Parkway	Fort Myers	FI	33966		Statewide	8/17/2020
Office Environments	https://officenvironments.com/	Mike Miller	mmiller@officenvironments.com	205-443-8300		1827 1st Ave N Ste. 101	Birmingham	AL	35203		Statewide	8/17/2020
Office Environments and Services	https://www.oesjax.com/	Cyndie Brake	cbrake@oesjax.com	904-398-9761		111 S. DeVilliers St., Ste. C	Pensacola	FL	32502		Statewide	8/17/2020
	, ,,	Edwin Celeiro		813-254-7253		,		r.	33606			8/17/2020
Office Furniture Center	http://www.ofctampa.com/		edwin@ofctampa.com			2117 W Kennedy Blvd	Tampa	rL rı			Statewide	
ONECBI, LLC dba CBI	http://cbi-se.com/	Madelyn Salter	madelyn.salter@cbi-se.com	904-651-9256		888 E Las Olas Blvd.	Fort Lauderdale	FL	33301		Statewide	8/17/2020
Perdue Inc	https://www.perdueoffice.com/	Gaye Hanley	gaye.hanley@perdueoffice.com	904-807-5717		5 W Forsyth St	Jacksonville	FL	32202		Statewide	8/17/2020
Pradere Mfg. Corp D/B/A Pradere Office Products	https://pradereoffice.com/	Ileana Pradere	ileana@pradereoffice.com	305-823-0190		7655 west 20th ave	Hialeah	FL	33014		Statewide	8/17/2020
Staples	https://www.staples.com/	David Cook	david.cook@staples.com	813-470-9264		500 Staples Dr.		MA	01702	 	Statewide	8/17/2020
Workscapes, Inc.	https://www.workscapes.com/	Elizabeth Dvorak	edvorak@workscapes.com	407-437-2855		1395 SW 22nd St	Miami	FL	33145		Statewide	8/17/2020
Wrk Lab, Inc.	https://wrklab.com/	Kevin Zambrana	kzambrana@wrklab.com	305-400-8101		3605 NW 115th Ave	Doral	FL	33178		Statewide	8/17/2020
 												
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CITY OF PARKLAND

AGENDA SUMMARY

Agenda Item: 9.G

Meeting: Wednesday, November 18, 2020

PRESENTATION

SHORT TITLE: Year End Strategic Planning Update - City of Parkland

SUBMITTED BY: Sowande Johnson

DEPARTMENT: City Commission **ORIGIN OF REQUEST:** Staff

BACKGROUND & PURPOSE

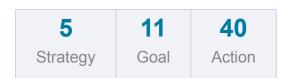
The City of Parkland's (City) strategic planning process begins in April/May of each year. The Strategic Plan develops the strategic goals for the fiscal year. The decisions made during strategic planning guide City staff through the budget process and implementation of this direction becomes a critical part of the work plan for the upcoming fiscal year. Fiscal year (FY) 2019-2020 ended on September 30, 2020. Staff is pleased to provide you with the Year End Strategic Planning Update, a copy of which is attached. Staff will provide a brief presentation at the City Commission meeting to highlight the status of the strategic plan as well as answer any questions.

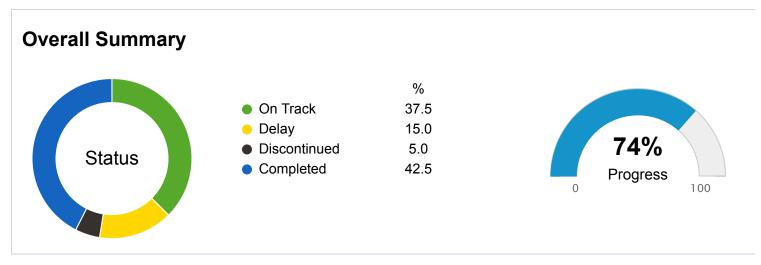
As a reminder, the City did not conduct a Strategic Planning session for FY2020-2021. The session was cancelled by the City Commission due to the Covid-19 pandemic. This will result in a modified planning update report for FY2020-2021. That report, provided to the Commission January 2021, will contain information of carry over multi-year plans as well as any projects/processes that were delayed during the FY2019-2020 reporting period. Staff will also track a few new action items (plans) that were brought forward throughout the fiscal. Although these action plans were not approved with the 2019-2020 Strategic Plan, they were developed based upon clear direction provided by the City Commission and are linked to the City's Strategic Goals (for example the Stormwater Master Plan). All previously completed plans or discontinued plans will not be provided with the new 2020-2021 report.



Year End Strategic Planning Update

Oct 01, 2019 - Sep 30, 2020





This close out Strategic Planning Quarterly Update provides the final update of the Fiscal Year 19-20 (year end report). The plan update is aligned with the end of the fiscal September 30,2020. There are action plans that require multiple years to complete, however this report tracks progress of those action plans over the City's fiscal year which is aligned with budgeting requirements. Approximately 43% of the action plans for the reporting year 2019-2020 were completed. In addition around 15% of the action plans have been delayed and 5% of discontinued with reasons provided with the applicable reporting update. Due to the Covid-19 pandemic, the City did not conduct a Strategic Planning Session for 2020-2021. The pandemic also contributed to delays across multiple action plans.

Looking ahead, the 2020-2021 Quarterly Strategic Planning Update will only include the balance of action plans that have been previously delayed or not completed (multi-year) in the 2019-2020 reporting year. Staff will also track a few new action items (plans) that were brought forward throughout the fiscal. Although these action plans were not approved with the 2019-2020 Strategic Plan, they were developed based upon clear direction provided by the Commission and are linked to the City's Strategic Goals (for example the Stormwater Master Plan).

All previously completed action plans or plans discontinued in the fiscal 2019-2020 will not be provided with the fiscal 2020-2021 report.

Report Legend



No Update



Overdue



Priority

%

46.67

20.0

3.33

30.0

%

33.33

33.33

33.33

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On Track

Discontinued

Completed

Delay

On Track

Completed

Delay



Quality of Life Experiences. These strategies encompass the services, facilities, and infrastructure that provide the seven experiences that determine the quality of life in Parkland.

Owner: Sowande Johnson

Goal: 7

Action: 30

Goal 1.1

Progress 57%

Improve and enhance the City's infrastructure

Owner: Sowande Johnson

Action: 3

Factor

Community Character

Update provided by Sowande Johnson on Nov 03, 2020 20:32:31

The work associated with the Ranches drainage improvement project has been realigned with the Citywide Stormwater Master Plan. The Stormwater Master Plan solicitation was awarded at the June 17th City Commission meeting to Keith. Staff has completed contract negotiation and a notice to proceed is anticipated in the month of October.



Continue Ranches drainage improvement project

Owner: Enelise Michaels

New/Continuation

Continuation

Priority Level

High Priority

Update provided by Enelise Michaels on Oct 01, 2020 19:14:57

Multi Year Plan (Y/N): Y

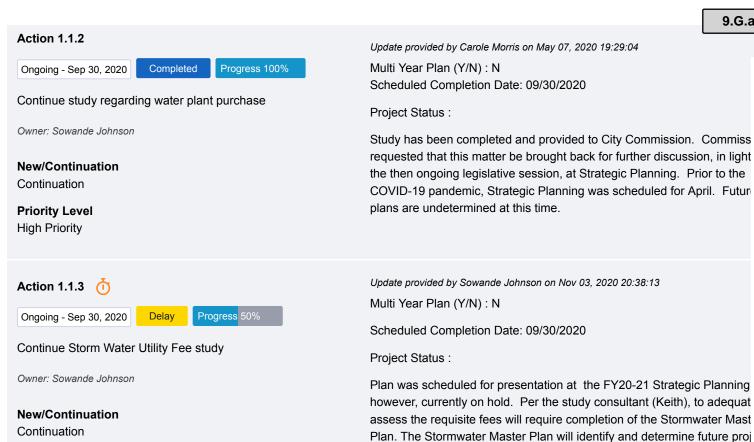
Scheduled Completion Date: 09/30/2020

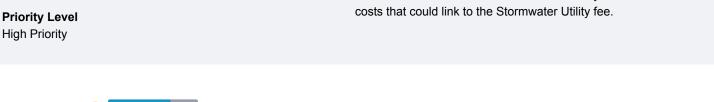
Project Status:

Project has been discontinued and future activities will track through the Citywide Stormwater Master Plan (SMP). Key SMP tasks will include: development of a scope of work, advertisement for proposals, proposal evaluation and award, and commencement of SMP.

SMP was advertised in February. Proposals were originally due on 3/26/ 2020, however deadline was extended to 5/5/2020 as a result of the COVID-19 pandemic.

Nine (9) proposals were submitted and three (3) firms shortlisted on 5/1 2020. Interviews were conducted on 5/28/2020, authorization to comme contract negotiations with the highest ranked firm - Keith was provided b City Commission on June 17, 2020. Proposal received on July 20, 2020 and negotiation meeting took place on 8/4/2020. Provided proposal was overbudget and consultant provided a revised proposal on 8/20/20. Staf reviewing to ensure proposal meets scope and budget.









Factor

Community Character

Update provided by Sowande Johnson on Oct 15, 2020 14:19:08

Staff is tracking the various action items associated with this goal which include comprehensive plan amendments. These amendments were originally scheduled for public hearings during the March/April time frame however was postponed due to the COVID-19. The items were scheduled for the August 19th City Commission meeting and the necessary items have been transmitted to Broward County and the State of Florida.

Action 1.2.1 (1)

Ongoing - Sep 30, 2020

On Track

Progress 10%

Engage in annexation discussion

Owner: Kaitlyn Forbes

New/Continuation

New

Priority Level

High Priority

Update provided by Kaitlyn Forbes on Nov 04, 2020 19:13:00

Multi Year Plan (Y/N): Y

Scheduled Completion Date: TBD

Project Status:

Staff has made contact with all property owners subject to potential annexation. No interest was expressed in voluntary annexation. Update map of annexation properties has been prepared.

Action 1.2.2 (1)



Ongoing - Sep 30, 2020

On Track

Progress 85%

Move forward with Comprehensive Plan amendments that would prepare the City for potential annexations

Owner: Kaitlyn Forbes

New/Continuation

New

Priority Level

High Priority

Update provided by Kaitlyn Forbes on Oct 26, 2020 21:03:13

Multi Year Plan (Y/N): N

Scheduled Completion Date: Winter 2020

Project Status:

Project was recommended for approval by the Planning & Zoning Board March 2020. First reading at the City Commission occurred in August 2020. Requires second reading before the Commission. Comp Plan amendments were transmitted to State 8/31. No comments received from reviewers.

√Public Hearing City Commission

√Transmit to Broward County and State of Florida

√Second reading with Commission scheduled for November 2020

Action 1.2.3 (1)



Ongoing - Sep 30, 2020

On Track

Progress 80%

Actively monitor status of open parcels of five acres or more for potential recreation uses

Owner: Kaitlyn Forbes

New/Continuation

New

Update provided by Kaitlyn Forbes on Oct 26, 2020 21:03:44

Multi Year Plan (Y/N): Y

Scheduled Completion Date: TBD

Project Status:

Continuing to monitor parcels. Beasley property has been acquired and annexation documentation has been filed with the Broward Legislative Delegation. Also, the Parks Master Plan study is underway and will provide additional guidance as to the development of this property as a park.

Action 1.2.4

Ongoing - Sep 30, 2020

Completed

Progress 100%

Develop a list of properties with the potential for a town center/ commercial village

Owner: Sowande Johnson

New/Continuation

New

Update provided by Carole Morris on Jul 06, 2020 20:38:37

Multi Year Plan (Y/N): N

Scheduled Completion Date: 9/30/2020

Project Status:

List was developed with potential areas for commercial development. Mayor attended workshop earlier in the year to review potential needs a challenges for proposed site.



% On Track 66.67 Delay 22.22 Completed 11.11

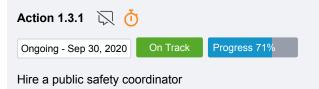
Factor

Safety

Update provided by Sowande Johnson on Oct 15, 2020 15:19:06

Staff continues to work closely with the Broward Sheriff's Office (BSO) to ensure that an acceptable level of service is maintained as well as to ensure that all Center for Public Safety Management (CPSM) recommendations are implemented.

Development of City Hall security plans are in process but have experienced some delays related to the COVID-19 pandemic. City staff is working to update the Comprehensive Emergency Management Plan (CEMP) to address issues related to the COVID-19 pandemic.



Owner: Jackie Wehmeyer

New/Continuation

New

Priority Level

High Priority

Update provided by Jackie Wehmeyer on Sep 24, 2020 18:48:39

Multi Year Plan (Y/N): N Scheduled Completion Date: 09/30/2020 Project Status: This position has proved difficult to recruit, and most applications received have not met the minimum requirements for the position.



Continue law enforcement services provided by Broward Sheriff's Office (BSO) on an interim basis (2 years + 3-year extension)

Owner: Sowande Johnson

New/Continuation

New

Priority Level

High Priority

Update provided by Carole Morris on Jun 23, 2020 19:53:07

Multi Year Plan (Y/N): Y

Scheduled Completion Date: 09/30/2020

Project Status:

Staff continues to monitor Broward Sheriff's Office (BSO) performance a implementation of Center for Public Safety Management (CPSM) recommendations.



Conduct quarterly trust and confidence surveys regarding law enforcement services and establish performance measures

Owner: Chris Mulligan

New/Continuation

New

Priority Level

High Priority

Update provided by Carole Morris on Jul 06, 2020 15:20:53

Multi Year Plan (Y/N): N

Scheduled Completion Date: 09/30/2020

Project Status:

After review, survey frequency was changed from quarterly to biannually Second survey to be distributed to residents at the end of June 2020.

Action 1.3.4 💢 💍



Ongoing - Sep 30, 2020

Delay

Progress 85%

Create a Police Explorer program

Owner: Chris Mulligan

New/Continuation

New

Priority Level

High Priority

Update provided by Carole Morris on Jul 06, 2020 15:22:34

Multi Year Plan (Y/N): N

Scheduled Completion Date: 09/30/2020

Project Status:

Due to the COVID-19 pandemic, direction has been received from the Florida Sheriff's Association, the governing body for Explorer Programs, that all Explorer activities in the state have been suspended indefinitely. The District will continue to check with Regional SRO Command to see when activities may resume.

Action 1.3.5 💢 💍





Ongoing - Sep 30, 2020

Progress 55%

Proceed with implementation of other Center for Public Safety Management (CPSM) recommendations

Owner: Sowande Johnson

Update provided by Carole Morris on Jun 23, 2020 19:53:19

Multi Year Plan (Y/N): N

Scheduled Completion Date: 09/30/2020

Project Status:

Staff continues to monitor BSO for compliance with recommendations.

New/Continuation

New

Action 1.3.6 💢 ሰ



Ongoing - Sep 30, 2020

Delay

Create a Citizen's Academy

Owner: Chris Mulligan

New/Continuation

New

Update provided by Carole Morris on Jul 06, 2020 15:23:16

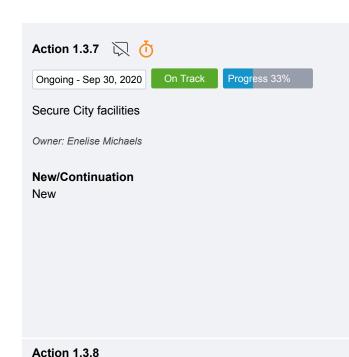
Multi Year Plan (Y/N): N

Scheduled Completion Date: 09/30/2020

Project Status:

Due to COVID-19 issues. the decision has been made to postpone offer

classes.



Update provided by Enelise Michaels on Oct 01, 2020 19:16:04

Multi-Year Plan (Y/N): Y

Scheduled Completion Date: 09/30/2020

Project Status: Design-build procurement scope of work completed and advertised on 3/13/2020. Due to the COVID-19 pandemic the pre-proporties meeting was postponed from 3/24/2020 to 5/12/2020, solicitations were due on 6/16/2020.

Eight (8) proposals were received, an evaluation meeting took place on 2/2020 and City Commission authorized staff to start negotiations with to ranked firm Morsecom on August 19, 2020. Staff requested a detailed proposal and conceptual sketch depicting improvements to confirm it meets scope and budget prior to awarding contract. Detailed proposal provided by vendor, staff negotiating with top ranked vendor.

Update provided by Bill Evans on Sep 29, 2020 12:39:56

Multi Year Plan (Y/N): Scheduled Completion Date: Project Status: The City's CEMP plan will be updated to include staffing changes and more in on pandemic response next year.

√Perform training exercises

√Update monitoring and debris removal contract



Completed

Progress 100%

Update provided by Carole Morris on Jul 06, 2020 15:40:36

Multi Year Plan (Y/N): Y

Scheduled Completion Date: 09/30/2020

Project Status:

Routine enforcement activities and response to community concerns is ongoing.

After cancellation of the March, April and May Special Magistrate Hearing the Hearings resumed in June. Given the current surge in COVID-19 cases, staff may need to consider implementation of a "Zoom" hearing in July.

Goal 1.4 Progress 34%

Improve and enhance the City's transportation infrastructure

Owner: Sowande Johnson

New/Continuation

Ongoing - Sep 30, 2020

Owner: Bill Evans

New

New

New/Continuation

Emergency Disaster Planning

Action: 4

Factor

MOBILITY AND ACCESSIBILITY



Update provided by Sowande Johnson on Oct 15, 2020 14:29:06

Staff continues to make progress with a few of the items required to improve the transportation infrastructure. The University Drive and Old Club Road roundabout layout is currently designed and under final review by Broward County. Construction will commence by Spring 2021 and finalized by Fall 2021. Staff also met with the Parkland Golf and Country Club Homeowner's Association President and Property Manager to kick off the perpetual Maintenance Agreement process.

A letter explaining the City's approach regarding the Pine Tree streets was sent to all the residents of the Pine Tree community. Accompanying that letter was a survey soliciting the resident's feedback as to their preference regarding the roadways in their community. Those surveys have been returned and the items tallied. This item will be discussed at the FY2021 Strategic Planning Session.

The surveying of the roadways to effectuate the maintenance map through Broward County has been placed on hold due to the ongoing litigation in Pinetree Estates.





On Track Ongoing - Sep 30, 2020

Progress 71%

Proceed with development of a round-about at University Drive and Old Club Road

Owner: Enelise Michaels

New/Continuation

New

Priority Level

Very High Priority

Update provided by Enelise Michaels on Oct 15, 2020 21:18:34

Multi Year Plan (Y/N): Y

Scheduled Completion Date: 09/30/2021

Project Status:

A virtual public meeting was held on July 22, 2020 to inform public on project and receive feedback on the two conceptual renderings for the roundabout features. Residents are also providing feedback online throu the City website.

Two conceptual options brought to City Commission on August 19, 2020 and direction was to proceed with design of Option 1 - Fountain, which v favored by the majority of residents.

County approval received and kicked off design for roundabout architectural/ landscape features. Staff coordinating with attorney's offic on maintenance agreement with PGCC. Final design plans to be completed by year's end. Construction to commence by Spring 2021 and finalize improvements by early Fall 2021.

√Commission Update/ Selection - Feature

√County approval

√100% Design

Action 1.4.2 💢 💍



Ongoing - Sep 30, 2020

On Track

Progress 40%

Conduct physical Americans with Disabilities Act (ADA) assessment and develop improvement plan

Owner: Enelise Michaels

New/Continuation

Continuation

Update provided by Enelise Michaels on Oct 01, 2020 19:22:51

Multi Year Plan (Y/N): Y

Scheduled Completion Date: 09/30/2020

Project Status:

The Americans with Disabilities Act (ADA) physical features assessmer continues. All rights of way, City parks and trails have been assessed as well as City facilities . A final draft report (inclusive of building facilities) v received and comments provided to consultant to incorporate into final report.

Title II of the ADA requires that State and Local Governments ensure that individuals with disabilities are not excluded from programs, services and activities. An ADA Self-Evaluation questionnaire was sent to all City departments to identify which policies and practices are currently in plac and to ensure the various services and programs are accessible, or which steps need to be taken to comply with ADA requirements. Next step is to identify any deficiencies through the different departments and how they will be addressed as part of the overall transition plan.

Action 1.4.3 💢 💍



Ongoing - Sep 30, 2020

Progress 15%

Monitor Loxahatchee Road Improvement project

Owner: Enelise Michaels

New/Continuation

Continuation

Update provided by Enelise Michaels on Oct 01, 2020 17:33:26

Multi Year Plan (Y/N): Y

Scheduled Completion Date: 09/30/2020

Project Status:

Staff continues to attend progress meeting with Florida Department of Transportation (FDOT), Broward Metropolitan Planning Organization (MPO) and Broward County (County).

FDOT has paused the project at 90% design, as a result of pending environmental permits, utilities certifications and other items required to finalize the 100% plans package. Project design will resume in Fall 2021 Project letting is scheduled for August 2022.

DRMP (engineering consultant) continues to work on a street lighting relocation plan along the Lox Road corridor in coordination with the County and Florida Power & Light (FPL). Pending conceptual layout approval from FPL, plans will be submitted to the County for permitting.

100.0



Ongoing - Sep 30, 2020

Delay

Progress 10%

Pine Tree Estates Roadway Maintenance Plan

Owner: Bill Evans

New/Continuation

Continuation

Update provided by Sowande Johnson on Nov 05, 2020 13:57:53

Multi Year Plan (Y/N): Y

Scheduled Completion Date: 09/30/2020

Project Status:

This project entail surveying the boundary of the roadways for the requis Right of Way Maintenance Map. That map when filed at Broward County along with the 7 year maintenance information on the roadways establishes the premise of ownership per Florida Statute Section 95.36 Project delayed due to litigation.

Completed

Goal 1.5

Progress 100%

Maintain the capacity for Parkland youth to attend schools located in Parkland

Owner: Sowande Johnson

Action: 2

Factor

Opportunity

Update provided by Carole Morris on Jul 02, 2020 15:03:27

The 2021-2022 Broward County School Boundary process has commenced. At this time there are no boundary proposals pending relative to public schools located in the City of Parkland.

Action 1.5.1

Ongoing - Sep 30, 2020

Completed

Progress 100%

Support community efforts for boundary changes that would benefit Parkland students

Owner: Sowande Johnson

New/Continuation

New

Priority Level

Very High Priority

Update provided by Carole Morris on May 07, 2020 19:31:03

Multi Year Plan (Y/N): Y

Scheduled Completion Date: 09/30/2020

Project Status:

Staff continues to monitor the boundary process as well as current school enrollments ad projected enrollment.

enrollments ad projected enrollment.

The boundary process is a Broward County School Board process and cyclical. The process for the 21/22 school year will should begin in May 2020. This situation is somewhat fluid as a result of the COVID-19 pandemic. Staff will continue to monitor.

%

33.33 66.67

Action 1.5.2

Ongoing - Sep 30, 2020

Completed

Progress 100%

Work with Broward County Public School (BCPS) for feasibility of 7th and 8th-grade students taking high school classes

Owner: Sowande Johnson

New/Continuation

New

Update provided by Carole Morris on May 07, 2020 19:31:11

Multi Year Plan (Y/N): N

Scheduled Completion Date: 09/30/2020

Project Status:

Broward County Public Schools located in the City of Parkland are continuing to look at opportunities to permit students to take classes acrephysical school boundaries.

Delay

Completed

Goal 1.6







Continue to be a pre-eminent City for parks and recreation programs

Owner: Christine Garcia

Action: 3

Factor

Play

Update provided by Christine Garcia on Oct 15, 2020 21:11:25

The Draft Parks and Recreation Master Plan has been presented to the City Commission, key stakeholders and the Parks and Recreation Advisory Board. Four recommendations from the draft plan have been included in the FY21 budget:

- 1. Drainage improvements at Pine Trails Park;
- 2. Reconfiguration of baseball/softball field 3 at Terramar Park;
- 3. Playground replacement at Terramar Park;
- 4. Multipurpose field and parking lot expansion at Terramar Park.

Action 1.6.1 💢 💍



Ongoing - Sep 30, 2020

Delay

Progress 80%

Develop a master plan for recreation that addresses programs, facilities, and spaces (owned or potentially owned) including connectivity of trail system

Owner: Christine Garcia

New/Continuation

New

Priority Level

Very High Priority

Update provided by Christine Garcia on Oct 15, 2020 21:12:35

Multi Year Plan (Y/N): Y

Scheduled Completion Date: 09/30/2020

Project Status:

The Parks and Recreation Master Plan Request for Proposals (RFP) wa awarded and contract executed on October 4, 2019 with Berry Dunn. Consultant commenced work in November 2019 and has completed a draft plan. The draft plan was presented to Commission the first week o June 2020. The draft plan has also been discussed with the Parks and Recreation Advisory Board as well as shared with key stakeholders that have been a part of this process (sports organizations, etc).

This project is delayed because the Final Master Plan could not be completed due to COVID-19 and travel restrictions for the consultants.

However, the recommendations in the draft plan for drainage improvements at Pine Trails Park, the multipurpose field expansion at Terramar Park, reconfiguration of baseball/softball field 3 at Terramar Park and replacing the main playground at Terramar Park were discussed at t Commission Workshop in June and are included in the FY 21 budget. T work authorizations to begin design for the Pine Trails Park field improvements as well as the Terramar Park baseball/softball field reconfiguration were approved on September 23rd.

Action 1.6.2

Ongoing - Sep 30, 2020

Completed

Progress 100%

Actively engage in purchase of 24+ acres next to the 12 acres the City owns on Hillsboro Boulevard

Owner: Nancy Morando

New/Continuation

New

Priority Level

Very High Priority

Update provided by Carole Morris on Apr 14, 2020 19:11:19

Multi Year Plan (Y/N): N

Scheduled Completion Date: 09/30/2020

Project Status:

Purchase completed, towers removed and annexation package filed with Broward Legislative Delegation.

Action 1.6.3

Ongoing - Sep 30, 2020

Completed

Progress 100%

Offer an electronic coaches training program with selfcertification

Owner: Christine Garcia

New/Continuation

New

Update provided by Carole Morris on Apr 14, 2020 19:11:38

Multi Year Plan (Y/N): N

Scheduled Completion Date: 09/30/2020

Project Status:

Staff will continue to send online training resources to our sports organizations to provide additional electronic training programs to the volunteer coaches.

Goal 1.7





Progress 65%

Foster a more fully informed community that strengthens community character

Owner: Todd DeAngelis

Action: 5

Factor

Information & Recognition

Update provided by Todd DeAngelis on Oct 01, 2020 11:56:18

To the extent this goal relied upon a communications plan, it has been completed. The use of citywide e-blasts and social media, the use of the city's website, and the addition of emergency text alert messages have fostered a more fully informed community. This goal will be replicated for the next year.

Action 1.7.1

Ongoing - Sep 30, 2020

Completed

Progress 100%

Develop a marketing plan with a simultaneous communications plan

Owner: Todd DeAngelis

New/Continuation

New

Priority Level

Very High Priority

Update provided by Todd DeAngelis on Nov 04, 2020 20:45:59

Working with an outside consultant, the Department of Communications in the final stages of creating a comprehensive marketing and communications plan. This plan works off the growth of the Department Communications and seeks to carve an improved image for the City. The plan is multi-faceted and heavily slanted toward social media. Additionat the plan is analytics-driven and is pliable enough to allow for adjustment as it is being implemented.

Action 1.7.2



Ongoing - Sep 30, 2020

Delay

Progress 25%

Move forward with phasing of wayfinding/signage program in concert with the branding/communication plan

Owner: Bill Evans

New/Continuation

New

Priority Level

High Priority

Update provided by Sowande Johnson on Nov 05, 2020 13:33:19

Multi Year Plan (Y/N): N

Scheduled Completion Date: 9/30/2020

Project Status:

Wayfinding and signage for the City is a joint effort between the Department of Communications and the Public Works Department. This collaboration is intended to create consistency in the "look" for the City be having physical signage and online/social media images that are similar. Ultimately as the branding and marketing plan is implemented, wayfinding and signage needs will be carried out with the City "look."

Action 1.7.3

Ongoing - Sep 30, 2020

Discontinued

Schedule a State of the City presentation in concert with a regular City Commission meeting

Owner: Todd DeAngelis

New/Continuation

New

Priority Level

High Priority

Update provided by Carole Morris on Jan 14, 2020 20:25:40

Status updated to "Discontinued"

Action 1.7.4



Ongoing - Sep 30, 2020

On Track

Progress 33%

Web-site and city documents ADA accessibility

Owner: Sowande Johnson

New/Continuation

Continuation

Update provided by Sowande Johnson on Nov 05, 2020 13:06:48

Multi Year Plan (Y/N): Y

Scheduled Completion Date: 09/30/2020

Project Status:

The Americans with Disabilities Act (ADA) carries a number of demands regarding the City's online and electronic presence. In light of this, and v regard to a number of lawsuits impacting municipalities throughout Floric the City of Parkland sought to increase accessibility. This has been achieved through purchase of a third party resource that automatically flags inaccessible documents on the City's website and through creation an internal committee that moves progressively further toward increasec accessibility of all documents that are generated electronically.

Action 1.7.5

Ongoing - Sep 30, 2020

Completed

Progress 100%

Ongoing volunteer recognition efforts

Owner: Jackie Wehmeyer

New/Continuation

Continuation

Update provided by Carole Morris on Apr 14, 2020 19:41:05

Multi Year Plan (Y/N): Y

Scheduled Completion Date: 09/30/2020

Project Status:

Our City volunteers were recognized with a dinner, certificates, and publ recognition by the Mayor and Commission on stage at the Amphitheate the beginning of the Halloween Festival on October 25, 2019.

An Administrative Policy for recognizing League leaders and City adviso board members has been put in place.

Strategy 2

Progress 100%

Community Engagement. This strategy addresses how City government works with the community to support the quality of life in Parkland.

% # Completed 100.0 3

Owner: Sowande Johnson

Goal: 1

Action: 3

Goal 2.1

Progress 100%

Utilize community resources and expertise to further the Strategic Plan

Owner: Sowande Johnson

% # • Completed 100.0 3

Action: 3

Update provided by Sowande Johnson on Nov 03, 2020 20:49:23

The Community Advisory Board's(CAB) video contest, geared to engage students in the importance of recycling, has been concluded and winners recognized. Current project entails the CAB working with the Harvest Drive and both Westglade Middle School and Marjory Stoneman Douglas High on a Thanksgiving Food Drive event.

Staff continues to review the feasibility of a Parks and Recreation Foundation.

Action 2.1.1

Ongoing - Sep 30, 2020

Completed

Progress 100%

Re-structure the Education Advisory Board to a Community Advisory Board for which the Commission would set the agenda

Owner: Sowande Johnson

New/Continuation

New

Update provided by Carole Morris on May 07, 2020 19:31:20

Multi Year Plan (Y/N): N

Scheduled Completion Date: 09/30/2020

Project Status:

The Community Advisory Board is in place and has submitted it's first project, best practices for improving recycling participation, to the City Commission.

Action 2.1.2

Ongoing - Sep 30, 2020

Completed

Progress 100%

Explore the feasibility of a Parks and Recreation Foundation

Owner: Christine Garcia

New/Continuation

Continuation

Update provided by Christine Garcia on Sep 30, 2020 12:36:19

Multi Year Plan (Y/N): N

Scheduled Completion Date: 09/30/2020

Project Status:

The role of a Parkland Parks and Recreation Foundation would be to enhance the facilities and programs through fundraising support. The board would have a City liaison and City staff to support its efforts. Due the pandemic and other budget priorities, the potential costs associated not feasible at this time.

Action 2.1.3

Ongoing - Sep 30, 2020

Completed

Progress 100%

Explore potential community uses of the Beaty house as a consideration in business plan

Owner: Christine Garcia

New/Continuation

Continuation

Update provided by Carole Morris on Apr 14, 2020 19:42:06

Multi Year Plan (Y/N): N

Scheduled Completion Date: 09/30/2020

Project Status:

The business plan was submitted and discussed during the 2019 Strates

Planning.

Strategy 3

Progress 100%

Intergovernmental Engagement. This strategy addresses how City government works with other public bodies to address those policy issues that, while they go beyond the boundaries of City, impact the quality of life in Parkland.

% Completed 100.0

Owner: Sowande Johnson

Goal: 1

Action: 4

Goal 3.1

Progress 100%

Actively collaborate with other public entities on topics of common interest

% | Completed 100.0

Owner: Sowande Johnson

Action: 4

Update provided by Carole Morris on Jul 02, 2020 15:11:24

Staff continues to monitor other agencies such as Broward County, the State of Florida, Broward County Public Schools and the Broward Sheriff's Office for opportunities to collaborate on programs and projects to meet the needs of Parkland residents.

Action 3.1.1

Ongoing - Sep 30, 2020

Completed

Progress 100%

Maintain strong working relationships with Broward County Public Schools (BCPS)

Project Status :

Multi Year Plan (Y/N): N

Staff continues to work closely with Broward County Public Schools (BCPS) located in the City as well as county-wide leadership.

Update provided by Carole Morris on May 07, 2020 19:31:32

Scheduled Completion Date: 09/30/2020

Owner: Sowande Johnson

New/Continuation

New

Action 3.1.2 Ongoing - Sep 30, 2020 Completed Progress 100%

Engage lobbyist for state advocacy

· Pursue septic to sewer funding

Owner: Sowande Johnson

New/Continuation

Continuation

Update provided by Carole Morris on May 07, 2020 19:31:45

Multi Year Plan (Y/N): N

Scheduled Completion Date: 09/30/2020

Project Status:

The City is exercising it's option to renew it's agreement with TSE Consulting, Inc. (TSE), our lobbyist, for an additional year. TSE recommends that the City further develop its plans for expansion of sanitary sewer service before requesting funding. This matter was scheduled for discussion at Strategic Planning as a significant budget allocation for engineering services would be needed. Future plans are undetermined at this time.

Action 3.1.3

Ongoing - Sep 30, 2020

Completed

Progress 100%

Engage lobbying effort to address road issues

Owner: Sowande Johnson

New/Continuation

Continuation

Update provided by Carole Morris on May 07, 2020 19:31:56

Multi Year Plan (Y/N): N

Scheduled Completion Date: 09/30/2020

Project Status:

TSE, the City's lobbyist, services have been secured for the upcoming fiscal year. Roadway issues will be considered for incorporation into the legislative action agenda for the 2021 session.

Action 3.1.4

Ongoing - Sep 30, 2020

Completed

Progress 100%

Maintain lobbying effort with Broward County Public Schools and the Broward Sheriffs Office to address School Resource Officer (SRO) concerns

Owner: Sowande Johnson

New/Continuation

Continuation

Update provided by Carole Morris on May 07, 2020 19:32:06

Multi Year Plan (Y/N): N

Scheduled Completion Date:m 09/30/2020

Project Status:

Staff monitors issues relative to BSO, BCPS and SRO's. Language was added to the current BSO contract to ensure that the number of SRO's which reimbursement is requested from BCPS is consistent with staffing The BSO/BCPS SRO Funding Agreement for the current year has been approved and executed by both parties.

Strategy 4

Progress 100%

Effective and Efficient Government. This strategy addresses how City government will operate internally to provide services and manage infrastructure in a cost-effective manner.

Owner: Sowande Johnson

Goal: 1

Action: 1

Goal 4.1 Progress 100%

Effective governance and internal communication

Owner: Sowande Johnson

Action: 1



Completed

Packet Pg. 281

%

100.0

Update provided by Carole Morris on Jul 02, 2020 15:14:26

The Communications Department continues to work on finalizing a comprehensive communications plan. Progress has been slowed in part, due to the demands to fully communicate to residents the guidelines and safety protocols necessary in the current COVID-19 pandemic.

Action 4.1.1

Ongoing - Sep 30, 2020

Completed

Progress 100%

Establish a Communications Department

Owner: Todd DeAngelis

New/Continuation

Continuation

Update provided by Todd DeAngelis on Nov 04, 2020 20:57:55

With the title change for the Director of Communications, creating of a Communications Manager position, and the addition of a Web/ Communications Specialist, the City now has a three-person Departmer of Communications. This is an increase from one person five years ago and better positions the City for the messaging demands of our City.

Strategy 5



Progress 80%

Policy Leadership. This strategy addresses how the City Commission will work as a leadership body to ensure execution of the strategic plan.

%
On Track 50.0
Discontinued 50.0

Owner: Sowande Johnson

Goal: 1

Action: 2

Goal 5.1



Progress 80%

Provide leadership and direction to fulfill the strategic plan

Owner: Sowande Johnson

Action: 2

Update provided by Sowande Johnson on Oct 15, 2020 14:46:14

Staff continues to work on implementation of Envisio and has begun consideration of how best to incorporate the "dashboard" into the City's website.

Action 5.1.1 💢 💍

Ongoing - Sep 30, 2020

Progress 80%

Conduct quarterly review of status of strategic plan activities

Owner: Sowande Johnson

New/Continuation

Continuation

Update provided by Carole Morris on Jun 23, 2020 19:53:39

Multi Year Plan (Y/N): Y

Scheduled Completion Date: Project Status: 09/30/2020

Increasing efforts to streamline system and looking at "dashboard"/webs opportunities.

Action 5.1.2

Ongoing - Sep 30, 2020

Discontinued

Hold workshop on Compassionate City

Owner: Sowande Johnson

New/Continuation

Continuation

Update provided by Carole Morris on Jan 14, 2020 20:10:35

Status updated to "Discontinued"



CITY OF PARKLAND

AGENDA SUMMARY

Meeting: Wednesday, November 18, 2020 Agenda Item: 9.H

CONSIDERATION

SHORT TITLE: Appointment of Municipal District 1 Alternate Officer to the Broward MPO

SUBMITTED BY: Alyson Morales

MEETING GROUP: City Commission ORIGIN OF REQUEST: City Commission

STAFF RECOMMENDATION

Staff has no recommendation.

STRATEGIC PLAN

Strategy: Intergovernmental Engagement

Goals & Actions by Strategy: Improve and enhance the City's transportation infrastructure

BACKGROUND & PURPOSE

The Broward MPO is a transportation policy-making board comprised of 25 voting members including representatives from the South Florida Regional Transportation Authority/Tri-Rail (SFRTA), the School Board of Broward County, and four representatives from the Broward County Board of Commissioners. There are an additional 13 Alternate Members of the Board, who have voting rights when others are absent. The MPO is responsible for transportation planning and funding allocation in urbanized Broward County. The Broward MPO works with the public, planning organizations, government agencies, elected officials, and community groups to develop transportation plans.

Former Mayor Christine Hunschofsky held the Municipal District 1 Alternate seat, representing the City. Since she recently resigned from the City Commission, a vacancy on this board needs to be filled.

FISCAL IMPACT

n/a



CITY OF PARKLAND

AGENDA SUMMARY

Agenda Item: 9.I

CONSIDERATION

SHORT TITLE: Appointment of Second Alternate Member to Broward League of Cities

SUBMITTED BY: Alyson Morales

Meeting: Wednesday, November 18, 2020

MEETING GROUP: City Commission ORIGIN OF REQUEST: City Commission

STAFF RECOMMENDATION

Staff is seeking direction from the City Commission to fill the Second Alternate vacancy to the Broward League of Cities.

STRATEGIC PLAN

Strategy: Intergovernmental Engagement

Goals & Actions by Strategy: Foster a more fully informed community that strengthens community character.

BACKGROUND & PURPOSE

One (1) Commissioner is selected as Director, one (1) Commissioner is an Alternate and one (1) Commissioner as a Second Alternate to serve as representatives to the Broward League of Cities. Currently, Vice Mayor Mayersohn is the Director, Mayor Rich Walker is the First Alternate and the Second Alternate position is vacant.

The Broward League of Cities is a non-partisan, non-profit organization comprised of elected officials whose current emphasis is dedicated to the identification and resolution of problems which affect day-to-day operations of local government, including legislation at the county, state, and federal levels.

The Broward League of Cities meets the third Thursday of the month, which may include various other committee or board meetings.

FISCAL IMPACT

n/a



MEMORANDUM

To: City Clerks

From: Mary Lou Tighe, Executive Director

Date: March 16, 2020

Re: 2020-21 Board of Director Appointments

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record fo the last year. The deadline for board appointments is April 30, 2020. The term will begin on May 16, 2020, when members are sworn in at the Annual Gala and will end in May of 2021.

Please forward the information below to scochrane@browardleague.org.	
Municipality:	==
Commissioner/Council Appointments:	
Director:	
Alternate:	
Second Alternate:	

2019-2020 OFFICERS

President Daniel J. Stermer
Mayor, Weston
1st Vice President Traci Callari
Commissioner, Hollywood
2nd Vice President Beverly Williams
Commissioner, Lauderdale Lakes
Secretary Bill Harris
Commissioner, Dania Beach
Treasurer Gary Resnick
Commissioner, Wilton Manors

DIRECTORS Immediate Past President Tim Lonergan Commissioner, Oakland Park Past President Greg Ross Past President Susan Starkey Past President M. Margaret Bates **Past President Joy Cooper** Mayor, Hallandale Beach Past President Frank Ortis Mayor, Pembroke Pines Barbara Baldasarre Commissioner, Hillsboro Beach Peggy Brown issioner, Weston Felicia Brunson Anthony Caggiano Commissioner, Margate Joy Carter ice Mayor Coral Springs Mark Douglas Commissioner, Sunrise Todd Drosky Vice Mayor, Deerfield Beach Rhonda Eaton Commissioner, Pompano Beach Michelle Gomez

Tom Green ice Mayor, Wilton Manors **Dale Holness** Mayor, Broward County Anabelle Lima-Taub Commissioner Hallandale Reach Bob Mayersohn Doug McKay Mayor, Southwest Ranches Wayne Messam Ashira Mohammed **Heather Moraitis** Commissioner, Fort Lauderdale Tim Neal Councilmember, Sea Ranch Lakes Lauren Odman Vice Mayor Dania Reach

Alfred "Buz" Oldaker
Commissioner, Lauderdale-by-the-Sea
Judy Paul
Mayor, Davie
Iris Siple
Vice Mayor, Pembroke Pines
Matthew Sparks
Mayor, Oakland Park
Lynn Stoner
Mayor, Plantation
Ken Thurston
Mayor, Lauderhill
Becky Tooley
Commissioner, Coconut Creek

Glenn Troast
Mayor, Lighthouse Point
Lorenzo Wood
Vice Mayor, North Lauderdale

Samuel S. Goren, Esquire Goren Cherof Doody & Ezrol, PA Legal Counsel

Mary Lou Tighe
Executive Director
Sely Cochrane
Deputy Executive Director



CITY OF PARKLAND

AGENDA SUMMARY

Agenda Item: 9.J

CONSIDERATION

SHORT TITLE: Appointment of Alternate Commission Representative to the Solid Waste and Recycling Working

Group

SUBMITTED BY: Alyson Morales

Meeting: Wednesday, November 18, 2020

MEETING GROUP: City Commission **ORIGIN OF REQUEST:** City Commission

STAFF RECOMMENDATION

Staff is seeking direction from the City Commission to fill the Alternate vacancy to the Broward County Solid Waste and Recycling Working Group.

STRATEGIC PLAN

Strategy: Intergovernmental Engagement

Goals & Actions by Strategy: Improve and enhance the City's infrastructure

BACKGROUND & PURPOSE

At the October 16, 2019 Regular City Commission meeting, the Commission appointed Commissioner Bob Mayersohn to serve as the City's representative to the Working Group as provided for in the Memorandum of Understanding regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System. Resolution 2019-119 confirms Commissioner Mayersohn's appointment and provides for appointment of an Alternate Working Group representative.

FISCAL IMPACT

n/a

> 51 52

> 53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PARKLAND. FLORIDA. RELATING TO THE **MEMORANDUM** OF UNDERSTANDING REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM: APPOINTING REPRESENTATIVES FOR THE CITY OF PARKLAND IN MATTERS RELATING TO **MEMORANDUM** OF UNDERSTANDING: AND THE PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Parkland City Commission entered into the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste Recycling System (MOU); and,

WHEREAS, the MOU provides for the establishment of a Working Group comprised of elected officials from Broward County, and the municipal signatories of the MOU must decide the number of municipal members of the Working Group, how to select them, and who they will be, a well as make other collective decisions on behalf of municipalities a the issues under the MOU are reviewed; and

WHEREAS, the MOU also provides for a Technical Group, comprised of staff-level persons to review issues and make recommendations to the Working Group, and any municipality that elects to do so may have a representative on the Working Group.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:

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

That the City of Parkland City Commission hereby confirms its Section 2. appointment of Commissioner Bob Mayersohn as its representative to the Working Group and appoints Commissioner Kagan to serve as the alternate representative, voting on behalf of the City of Parkland on matters relating to the MOU, including decisions regarding the Working Group. The alternate representative will participate and vote only in the absence or unavailability of the representative.

The City of Parkland hereby determines to appoint a member of staff to Section 3. the Technical Group as created by the MOU.

This Resolution shall become effective immediately upon its passage and Section 4. adoption.

PASSED AND ADOPTED THIS 6th DAY OF November, 2019.

CITY OF PARKLAND, FLORIDA

MAYOR

56 57

58

59

ATTEST:

ECORD OF COMMISSION VOTE

Commissioner Kagan

Commissioner Mayersohn

Mayor Hunschofsky

Commissioner Walker

Vice Mayor Cutler



CITY OF PARKLAND

AGENDA SUMMARY

Agenda Item: 9.K

CONSIDERATION

SHORT TITLE: Appointment to MSD Memorial Advisory Committee (County)

SUBMITTED BY: Alyson Morales

Meeting: Wednesday, November 18, 2020

MEETING GROUP: City Commission ORIGIN OF REQUEST: City Commission

STAFF RECOMMENDATION

Staff has no recommendation.

STRATEGIC PLAN

Strategy: Community Engagement **Goals & Actions by Strategy:** Other

BACKGROUND & PURPOSE

At the January 8, 2019 County Commission meeting, former Mayor Mark Bogen requested the County Commission address the issue of a memorial honoring those killed in the Marjory Stoneman Douglas shooting. The item was subsequently referred to the Broward County Cultural Council ("Council"). The Council recommended the convening of an advisory committee, comprised of community leaders and stakeholders, to discuss locations for a memorial, funding, design and implementation. As such, staff for the Council requested appointment of a City of Parkland representative (either elected official or staff).

Former Mayor Christine Hunschofsky was nominated at the February 20, 2019 City Commission meeting and served as the City's representative. Since she recently resigned from the City Commission, a vacancy on this committee needs to be filled.

FISCAL IMPACT

n/a

Carole Morris

From: Fordham, Leslie <LFORDHAM@broward.org>

Sent: Friday, February 1, 2019 10:00 AM

To: Carole Morris
Subject: MSD Memorial

Carol,

Thanks for the call yesterday. The County would like to be of service with the development of an approach for an MSD memorial. The Broward Cultural Council has recommended convening an advisory committee comprised of community leaders and stakeholders. The advisory committee would meet regularly and discuss locations for a memorial, funding, design, and implementation. Please let me know if this is of interest to the City and who will be appointed to serve on the committee. This could be a member of City commission or a City administration representative.

We have also reached out to the City of Coral Springs and the School Board. I would appreachiate an introduction to the parents of victims, and parents of survivors.

Thank you,

Leslie



Leslie Fordham, Acting Director

Broward County Cultural Division 100 S. Andrews Avenue, 6th Floor Fort Lauderdale, FL 33301

Office: (954)-357-7532 www.broward.org/arts

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