Meeting Date: January 13, 2015 Agenda Item 1

REQUESTED COMMISSION ACTION:

X Consent | Ordinance | Resolution | Consideration/ Discussion | Presentation

Short Title: Approval of budget adjustment for Division 1550 Building Inspections, for the amount Of $60,000.00 from the Budget Fund Balance Building Department

Summary of Purpose and Why:

Supplement funding is requested to provide certified staff a means to attend state and county seminars and training programs for re-certification, memberships and licenses renewals. Note authorization in chapter 104.17 – 104.17.6(2) Code Ordinances.

(1) Origin of request for this action: Staff Initiated
(2) Primary staff contact: Miguel Nunez/Robin M. Bird
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding:

Fund transfer of 60,000.00 from our Building Certification Maintenance Account #112-00-00-322-60-00 to the Travel, Education, Membership Account #112-15-40-515-40-10

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance Dept	12-18-14	Approval	
Dev. Ser. Director	12-18-14	Approval	
Bldg. Insp. Div.	12-18-14	Approval	

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance		Resolution		Consideration	
Workshop					
1st Reading		1st Reading		Results:	Results:
2nd Reading					

p mpano beach
Florida's Warmest Welcome

MEMORANDUM

Development Services

ADMINISTRATIVE REPORT NO. 13- 33

DATE: December 18, 2014

TO: Robin M. Bird, Development Services Director

FROM: Miguel Nunez, Building Official

RE: Request to transfer funds to supplement our Travel, Education, Membership Account

---

Upon reviewing our monthly budget accounts additional supplemental funding will be needed for our Travel, Education Membership Account, for the remainder of the budget year 2014/15.

This fund is utilized for the purpose of training staff, providing funds for state and county approved seminars, training programs and license renewals for mandatory state certification and re-certification, and Broward County Board of Rules and Appeals certification and re-certification. (Please reference attached **EXHIBIT #1**.)

We are requesting a supplemental funding as follows:

ACCOUNT #112-0000-322-60-00 "Building Certification Maintenance." Transfer $60,000.00 from this account to **ACCOUNT #112-1540-515-40-10** Travel, Education, Membership" as authorized, pursuant to CH-104.17-104.17.6(2). Please reference **EXHIBIT #1**.)

C:\Users\ManBet\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\3QIJZH7G\MEMO #33a.docx

Use
a.docx

of the HVHZ code: or five (5) years construction experience in the Structural discipline and five (5) years as an active State certified Structural inspector of which at least two (2) years shall have been within the jurisdiction of HVHZ code. An applicant for certification as Structural inspector under the provisions of this section, who has passed the BORA HVHZ Exam may substitute experience within the State of Florida for the required HVHZ Experience.

104.16.3.3 An applicant for Certification as a Structural Inspector under the provisions of this section who is a graduate from an accredited school holding a Bachelor or Associate of Science Degree in Engineering, Architecture or Building Construction may be credited for three (3) years for Bachelor Degree or one (1) year for an Associate Degree of the required five-year experience.

104.16.3.4 Each of the applicants shall possess a current Certificate of Competency as a General Contractor (Unlimited) issued by:

A. Florida Construction Industry Licensing Board.
B. Broward County Central Examining Board of Building Construction Trades (as Class "A" Unlimited General Contractor).
C. Dade County Construction Trades Qualifying Board, Block proctored, issued on or after January 1, 1968.
D. Florida Department of Business and Professional Regulation as an architect or engineer.

Exception: Individuals holding licenses as a residential contractor and/or building contractor, with a current Certificate of Competency issued by the Florida Construction Industry Licensing Board or Broward County Central Examining Board of Building Construction Trades, may be certified as Limited Structural Building Inspector or Limited Structural Residential Inspector with duties limited to the type and size of work for which they are certified to build. Inspectors employed under this Exception shall be required to attend the first available formal educational course as approved by the BORA immediately following employment.

104.17 Certification of Building Departments and Building Code Inspection Enforcement Personnel. The BORA shall certify each and every Building Department after it has determined to its satisfaction that the Building Code Inspection Enforcement Personnel are qualified by the provisions of this Code. These positions shall include at a minimum the Building Official, Chief Electrical Inspector, Chief Mechanical Inspector, Chief Plumbing Inspector, and Chief Structural Inspector.

104.17.1 Only such persons as are examined and certified by the BORA may be appointed or have the powers and duties of a Building Official, Assistant Building Official, or Chief Inspector. Each Building Official, Assistant Building Official, and Chief Inspector shall obtain a separate card for each governmental AHJ by which he/she is employed. Plans Examiners and Inspectors shall be issued a single certification card that is valid County-wide upon approval.

104.17.2 The certification of Building Department Inspection Personnel may be revoked, for cause, by the BORA. BORA may deny, refuse to renew, suspend, or revoke the BORA certificate of a Building Official, Assistant Building Official, Chief Inspector, Plans Examiner, or Inspector if it finds that any of the following grounds exist:

A. Any cause for which issuance of a certificate could have been refused had it then existed and been known to BORA.
B. Violation of FBC
C. Falsification of records relating to the certificate.
D. Having been found guilty of or having pleaded guilty or nolo contendere to a felony, whether or not a judgment of conviction has been entered.
E. Failure to meet any of the renewal requirements.
F. Having been convicted of a crime in any jurisdiction which directly relates to the practice of the building code inspection, plan review, or administration.
G. Making or filing a report or record that the certificate holder knows to be false, or knowingly inducing another to file a false report or record, or knowingly failing to file a report or record required by the state or local law, or knowingly impeding or obstructing such filings, or knowingly inducing another person to impede or obstruct such filing.
H. Failure to properly enforce applicable building codes or permit requirements within this state which the certificate holder knows are applicable by committing willful misconduct, gross negligence, gross misconduct, repeated negligence, or negligence resulting in a significant danger to life or property.
I. Accepting labor, service, or materials at no charge or at a noncompetitive rate from any person who performs work that is under the enforcement authority of the certificate holder and who is not an immediate family member of the certificate holder. For the purpose of this paragraph, the term "immediate family member" means a spouse, child, parent, sibling, grandparent, aunt, uncle, or first cousin of the person or the person's spouse or any person who resides in the primary residence of the certificate holder.

BORA upon verification of the above grounds, shall immediately notify the Building Official, Assistant Building Official, Chief Inspector, Plans Examiner and/or the Inspector involved, who, upon notification from the BORA, shall appear before the Board to explain why his/her certification should not be revoked.

104.17.3 When Building Departments fail to meet certification criteria, they will immediately be notified to cease activities until such time as requirements of this Code are met.

104.17.4 Application for certification shall contain such pertinent information as is considered relevant by the BORA.
104.17.5 Certification shall be for the remainder of the current biennial certification period for initial employment and shall be renewed biennially on January 1 of each even-numbered year thereafter. When a Building Official, Assistant Building Official or Chief Inspector, resigns from his/her position, his/her card becomes inactive until he/she again returns to work for a Building Department, at which

EXHIBIT #1

time, upon proper application, he/she will be issued a new certification card, at a renewal fee in the amount appropriate for each discipline according to the BORA Fee Schedule for Certification.

104.17.6 Applications for certification will not be considered unless accompanied by a written request from a specific Building Department and appropriate Certification by the State of Florida, Department of Business and Professional Regulation, BCAIB.

104.17.7 Certification Fee: If applicable, each application shall be accompanied by a check in the amount appropriate for each discipline according to the BORA Fee Schedule for Certification, payable to "Broward County Board of County Commissioners."

104.17.8 After application and review, the BORA may certify the applicant; deny certification; or limit certification to a particular discipline.

104.17.9 Certification may be withdrawn, rescinded or suspended if, upon investigation, it is found that the certified person has failed to enforce the Code, abused the powers of office, or withheld or concealed information on the application which, if known to the BORA, may have been cause for denying certification.

104.17.10 Any person, whose certification has been denied, withdrawn or rescinded, may appeal to the BORA in open meeting and may produce witnesses and be represented by counsel in support of his/her claim.

104.17.11 Suspension of Certification Requirements: Upon Broward County being declared a Disaster Area, the Chairperson of the BORA or designee may temporarily suspend the Broward County certification requirements for all Certified by the State of Florida, Department of Business and Professional Regulation, BCAIB as Building Code Administrators, Plans Examiners and Inspectors. The length of time that this suspension will be in effect will be for thirty (30) calendar days. The Chairperson or designee may extend this period if conditions warrant. This temporary suspension of the certification requirement shall not apply to an individual being hired on a permanent basis.

104.18 Recertification of Building Departments and Building Code Inspection Enforcement Personnel:

104.18.1 All Building Departments shall be recertified biennially by the BORA. To be recertified, all Building Officials, Assistant Building Officials, Chief Inspectors, Plans Examiners and Inspectors who are presently certified by the BORA, shall meet the following criteria and comply with the current requirements for initial certification.

104.18.1.1 Be currently certified by the BORA.

104.18.1.2 Be presently employed by a governmental AHJ (Building Department) within Broward County. See Section 104.17.

104.18.1.3 All Building Officials, Assistant Building Officials, Chief Inspectors, Plans Examiners and Inspectors, to be recertified shall obtain thirty-two (32) contact hours within a two (2) consecutive calendar year biennial renewal period (Effective January 1, 2012, through December 31, 2013) by attending formal education courses, workshops, and seminars, any of which shall be approved by the BORA, the Miami Dade County Code Compliance Office, the BCAIB, the Construction Industry Licensing Board, or the Electrical Contractors Licensing Board, and be related to the individual's discipline. Continuing education contact hours shall include courses approved as discipline specific category (courses which are specific to the code chapters enforced by the specific discipline) and non-discipline specific category. Specific courses mandated for license holders by the State of Florida Boards' shall be classified as non-discipline specific, unless clearly indicated as discipline specific by a State agency. A minimum of one half of the thirty-two (32) contact hours within a two (2) consecutive calendar year biennial renewal period shall be discipline specific category. Meetings of the BORA Committees shall be counted as one (1) hour in the non-discipline specific category and professional association meetings shall be counted as one-half (1/2) hour in the discipline specific category for a maximum of sixteen (16) contact hours within a two (2) consecutive calendar year biennial renewal period. Unless authorized by the BORA Staff online education courses, workshops and seminars do not meet this requirement and shall not be accepted.

104.18.2 A previously employed Building Official, Assistant Building Official, Chief Inspector, Plans Examiner or Inspector may be recertified biennially upon the presentation of thirty two (32) contact hours of education accumulated during the previous two (2) consecutive calendar years.

104.18.3 If certification is not renewed and allowed to lapse, application for recertification shall be accompanied with proof acceptable to the BORA that the thirty two (32) contact hour requirement of continued education has been met.

104.18.4 By December 5 of the second year (the odd-numbered year) of a biennially renewal period, on a form as approved by the BORA, each Building Official shall submit to the BORA a list of currently employed personnel who are to be recertified for the ensuing new biennial renewal period, on a form as approved by the BORA, accompanied by a check in the amount appropriate for each discipline according to the BORA Fee Schedule for Certification for each certification, payable to the "Broward County Commissioners." Recertification is to be effective on January 1 of each biennial renewal period (the even-numbered year).

104.18.5 Recertification Fee: If applicable, each application shall be accompanied by a check in the amount appropriate for each discipline according to the BORA-Fee Schedule for Recertification, payable to "Broward County Board of County Commissioners."

EXHIBIT #1

EXHIBIT #2

Select Year: 2013 Go

The 2013 Florida Statutes

Title XXXII	Chapter 468	View Entire Chapter
REGULATION OF PROFESSIONS AND OCCUPATIONS	MISCELLANEOUS PROFESSIONS AND OCCUPATIONS	

468.627 Application; examination; renewal; fees.—

(1) The board shall establish by rule fees to be paid for application, examination, reexamination, certification and certification renewal, inactive status application, and reactivation of inactive certificates. The board may establish by rule a late renewal penalty. The board shall establish fees which are adequate, when combined with revenue generated by the provisions of s. 468.631, to ensure the continued operation of this part. Fees shall be based on department estimates of the revenue required to implement this part.

(2) The initial application fee may not exceed $25 for building code administrators, plans examiners, or building code inspectors.

(3) The initial examination fee may not exceed $150 for building code administrators, plans examiners, or building code inspectors.

(4) Employees of local government agencies having responsibility for building code inspection, building construction regulation, and enforcement of building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes shall pay no application fees or examination fees.

(5) The certificateholder shall provide proof, in a form established by board rule, that the certificateholder has completed at least 14 classroom hours of at least 50 minutes each of continuing education courses during each biennium since the issuance or renewal of the certificate, including the specialized or advanced coursework approved by the Florida Building Commission, as part of the building code training program established pursuant to s. 553.841, appropriate to the licensing category sought. A minimum of 3 of the required 14 classroom hours must be on state law, rules, and ethics relating to professional standards of practice, duties, and responsibilities of the certificateholder. The board shall by rule establish criteria for approval of continuing education courses and providers, and may by rule establish criteria for accepting alternative nonclassroom continuing education on an hour-for-hour basis.

History.—s. 24, ch. 93-166; s. 10, ch. 98-287; s. 6, ch. 98-419; s. 20, ch. 2000-372; s. 5, ch. 2007-227; s. 11, ch. 2009-195.

Copyright © 1995-2013 The Florida Legislature • Privacy Statement • Contact Us

S Dec 18, 2014 10:41:25 AM EST

File Edit Commands Help

SUNGARD PUBLIC SECTOR
NaviLine

112-0000-322.60-00
- Account miscellane
- Budget miscellane
- Transactions
  - Detail by date
  - Detail by code
  - Detail by year & p
  - Pending by date
  - Pending by code
  - Pending by year
  - Procurement car

Print
Cancel
Exit
Previous acc...
Next account
2013
2015
Account activi...
Pending trans...
Subset transa...
Budget alloca...

Account information

BUILDING PERMITS / BUILDING CERT MAINTENANCE
Fiscal year: 2014 Cr
Estimated revenue: 89,000.00
Total receipts: 230,959.60
Unrealized revenue: 141,959.60-

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 October	16,428.40	16,428.40
02 November	39,099.40	55,527.80
03 December	12,296.90	67,824.70
04 January	12,453.90	80,278.60

Payment information

Vendor (* indicates pending) Total

* 2014 Budget is

Type	App	Period	Date	Project	Transaction Amount	Budget Amount	Group	
AJ	GM	12	10/06/2014		10690.50	.00	07562	1
AJ	GM	11	9/05/2014		27089.40	.00	06991	1
AJ	GM	10	8/07/2014		21633.70	.00	06393	1
AJ	GM	09	7/08/2014		32855.20	.00	05779	1
AJ	GM	08	6/04/2014		15346.80	.00	05080	1
AJ	GM	08	5/23/2014		11307.80	.00	04865	1
AJ	GM	06	4/07/2014		22266.40	.00	03904	1
BA	GM	06	3/28/2014		.00	* 49000.00	03678	B
AJ	GM	05	3/06/2014		9491.20	.00	03259	1
AJ	GM	04	2/10/2014		12453.90	.00	02663	1
BA	GM	04	1/16/2014		.00	* 40000.00	02150	B
AJ	GM	03	1/06/2014		12296.90	.00	01860	1
AJ	GM	02	12/06/2013		39099.40	.00	01370	1
AJ	GM	01	11/07/2013		16428.40	.00	00778	1

End of records reached

S Dec 18, 2014 10:41:04 AM EST

File Edit Commands Help

SUNGARD PUBLIC SECTOR
NaviLine

112-0000-322.60-00
- Account miscellane
- Budget miscellane
- Transactions
  - Detail by date
  - Detail by code
  - Detail by year & p
  - Pending by date
  - Pending by code
  - Pending by year
  - Procurement car

Print
Cancel
Exit
Previous acc...
Next account
2014
2016
Account activi...
Pending trans...
Subset transa...
Budget alloca...

Account information

BUILDING PERMITS / BUILDING CERT MAINTENANCE
Fiscal year: 2015 Cr
Estimated revenue: .00
Total receipts: 24,561.55
Unrealized revenue: 24,561.55-

Project Data

Project Entry Optional

revinue
cash Rec.

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 October	10,770.10	10,770.10
02 November	13,791.45	24,561.55
03 December	.00	24,561.55
04 January	.00	24,561.55

Payment information

Vendor (* indicates pending) Total

Type	App	Period	Date	Project	Transaction Amount	Budget Amount	Group	
AJ	GM	02	12/09/2014		13791.45	.00	01328	1
AJ	GM	01	11/10/2014		10770.10	.00	00807	1

End of records reached

S Dec 18, 2014 10:42:37 AM EST

File Edit Commands Help

SUNGARD PUBLIC SECTOR
NaviLine

112-1540-515.40-10
- Account miscellane
- Budget miscellane
- Encumbrances
- Pre-encumbrances
- Transactions
  - Detail by date
  - Detail by code
  - Detail by year & p
  - Pending by date
  - Pending by code
  - Pending by year
  - Procurement car

Print
Cancel
Exit
Previous acc...
Next account
2014
2016
Account activi...
Pending trans...
Subset transa...
Budget alloca...

Account information

TRAVEL EDUCATION MEMBER / TRAVEL EDUCATION MEMBER
Fiscal year: 2015 Dr
Budget: .00
Committed: 160.00-
Balance: 160.00

Project Data

Project Entry Optional

expense
Travel

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 October	85.00-	85.00
02 November	.00	85.00
03 December	75.00-	160.00
04 January	.00	160.00

Payment information

Vendor (* indicates pending)	Total
ASSE INTERNATIONAL	85.00-
PAOLA WEST	75.00-

Type	App	Period	Date	Project	Transaction Amount	Encumbrance Amount	Budget Am
AP	GM	03	12/10/2014		-75.00	.00	
AP	GM	01	10/06/2014		-85.00	.00	

End of records reached

#1

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUDGET ADJUSTMENT

ORIGINATING DEPT. Development Svc Bldg Insp. / 1550

DATE 12-18-14

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
Travel, Edu, Member	112	15	40	515	40	10			60,000		
Bldg Cert Maint	112	00	00	322	60	00			60,000		
								TOTAL	120,000		

* USE WHOLE DOLLARS ONLY

REASON Supplemental Funding is requested to provide our certified staff with the means to attend state and county approved seminars and training programs for recertification, memberships and License renewals mandated by the Florida Building Code 104.18 and Chapter 468.18, Florida Statutes for Mandatory recertifications and continuing education.

12/22/14
Department Head Date

Adjustment is within total budget of **department** - Yes____ No X
Adjustment requires only City Manager approval - Yes____ No X
Adjustment requires City Commission approval - Yes X No____

Adjustment approved at City Commission Meeting of _____

Finance Director	Date	Budget Office	Date	City Manager	Date	AUDITED BY	INPUT BY	CONTROL NO.
	12/22/14					12/22/14		

Distribution By Finance: White Copy - Finance Yellow Copy - Department Pink Copy - Budget.

PB 1330 (Revised 5/05)

Meeting Date: January 13, 2015 Agenda Item 2

REQUESTED COMMISSION ACTION:

X Consent | Ordinance | Resolution | Consideration/ Discussion | Presentation

Short Title: Approval of budget adjustment for Division 1550 Building Inspections, for the amount of $65,000.00 from the Budget Fund Balance Building Department Account.

Summary of Purpose and Why:

Fund account to enhance existing electronic plan review software in order to handle conflicts with revisions to allow multiple revisions to be reviewed simultaneously. The budget adjustment also provides funding for onsite training, upgrading 7 computers, monitors and the purchase of Qtrack VR System.

(1) Origin of request for this action: Staff initiated

(2) Primary staff contact: Miguel Nunez / Robin M. Bird 7774

(3) Expiration of contract, if applicable: N/A

(4) Fiscal impact and source of funding:

Funding transfer against Acct. 001-0000-392-50-00 to the Special Services Acct. 001-1550-515-46-50, Operating Supplies/Software Acct. 001-1550-515-52-25 and Purchases and Operating Expenses Computer Acct. 001-1550-515-64-20

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance Dir.	12/22/14	Approval	S. Sibble
Budget Dir.	12/22-14	Approval	
Dev. Services Dir.	12/18/14	Approval	
Bldg. Insp. Div.	12/18/14	Approval	

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	
Workshop			
1st Reading	1st Reading	Results:	Results:
2nd Reading			

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Development Services

ADMINISTRATIVE REPORT NO. 13- 34

DATE: December 18, 2014

TO: Robin M. Bird, Development Services Director

FROM: Miguel Nunez, Building Official

RE: Additional Funding

The further enhancement of this software will allow the Building Inspections Division to better serve the demands of the public. After using this software for several years, we have discovered several short comings that were over-looked in the initial setup. This includes the handling of multiple revisions after the permit has been approved, as well as reassigning multiple departments in the middle of a review.

As it currently stands, the lack of these abilities have significantly delayed certain projects in the midst of construction because they were waiting for a previous revision to finish before beginning a new one.

In addition, the new computers will better service staff needs at new counter with limited space.

The purchase of QtracVR software will increase service efficiency and customer satisfaction with the latest technology in queuing system. Qtrac VR will enhance our customer's experience by reducing perceived and actual wait times through increase service efficiency and effective digital signage.

Virtual queuing is effective as dispersing waiting crowds and creating a pleasant environment.

C:\Users\MesMar\Documents\Administrative Report Memo 34.docx

Dec 18, 2014 2:13:26 PM EST

File Edit Commands Help

SUNGARD PUBLIC SECTOR NaviLine

001-1550-515.46-50
- Account miscellane
- Budget miscellane
- Encumbrances
- Pre-encumbrances
- Transactions
  - Detail by date
  - Detail by code
  - Detail by year & p
  - Pending by date
  - Pending by code
  - Pending by year
  - Procurement car

Print
Cancel
Exit
Previous acc...
Next account
2014
2016
Account activi...
Pending trans...
Images
Budget alloca

Account information

REPAIR & MAINTENANCE / SPECIAL SERVICES

Fiscal year:	2015	Dr
Budget:		10,105.00
Committed:		4,305.02
Balance:		5,799.98

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 October	6.71	6.71
02 November	6.71	13.42
03 December	627.59	641.01
04 January	.00	641.01

Payment information

Vendor (* indicates pending)	Total
BROWARD COUNTY COMMISSION	214.00
COMCAST	13.42
WASH DEPOT 1, INC	413.59

Encumbrances

PO #	Vendor	Balance
151274	WASH DEPOT 1, INC	3,664.01

Pre Encumbrances

Type	Req/PO	Project	Balance

Segment/Balance Details

Fund	001	GENERAL FUND	Original Budget	10,105.00
Department	15	DEVELOPMENT SERVICES	Revised Budget	.00
Division	50	BUILDING INSPECTIONS	Current expenditures	.00
Activity basic	51	EXP/GEN GOVT SERVICES	YTD expenditures	13.42
Sub activity	5	COMPREHENSIVE PLANNING	Unposted expenditures	627.59
Element	46	REPAIR & MAINTENANCE	Encumbrances	.00
Object	50	SPECIAL SERVICES	Unposted encumbrances	3,664.01

MW

Dec 18, 2014 2:14:20 PM EST

File Edit Commands Help

SUNGARD PUBLIC SECTOR NaviLine

001-1550-515.52-25
- Account miscellane
- Budget miscellane
- Encumbrances
- Pre-encumbrances
- Transactions
  - Detail by date
  - Detail by code
  - Detail by year & p
  - Pending by date
  - Pending by code
  - Pending by year
  - Procurement car

Print
Cancel
Exit
Previous acc...
Next account
2014
2016
Account activi...
Pending trans...
Images
Budget alloca

Account information

OPERATING SUPPLIES / SOFTWARE PURCHASES

Fiscal year:	2015	Dr
Budget:		13,064.00
Committed:		2,778.56
Balance:		10,285.44

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 October	.00	.00
02 November	.00	.00
03 December	2,778.56	2,778.56
04 January	.00	2,778.56

Payment information

Vendor (* indicates pending)	Total
CDW GOVERNMENT INC	2,778.56

Encumbrances

PO #	Vendor	Balance
151277	CDW GOVERNMENT INC	.00
151331	CDW GOVERNMENT INC	.00

Pre Encumbrances

Type	Req/PO	Project	Balance

Segment/Balance Details

Fund	001	GENERAL FUND	Original Budget	13,064.00
Department	15	DEVELOPMENT SERVICES	Revised Budget	.00
Division	50	BUILDING INSPECTIONS	Current expenditures	.00
Activity basic	51	EXP/GEN GOVT SERVICES	YTD expenditures	.00
Sub activity	5	COMPREHENSIVE PLANNING	Unposted expenditures	2,778.56
Element	52	OPERATING SUPPLIES	Encumbrances	.00
Object	25	SOFTWARE PURCHASES	Unposted encumbrances	.00

MVV

Dec 18, 2014 2:14:51 PM EST

File Edit Commands Help

SUNGARD PUBLIC SECTOR NaviLine

001-1550-515.64-20
- Account miscellane
- Budget miscellane
- Encumbrances
- Pre-encumbrances
- Transactions
  - Detail by date
  - Detail by code
  - Detail by year & p
  - Pending by date
  - Pending by code
  - Pending by year
  - Procurement car

Print
Cancel
Exit
Previous acc...
Next account
2014
2016
Account activi...
Pending trans...
Images
Budget alloca

Account information

MACHINERY & EQUIPMENT / COMPUTER

Fiscal year: 2015		Dr
Budget:		.00
Committed:		.00
Balance:		.00

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 October	.00	.00
02 November	.00	.00
03 December	.00	.00
04 January	.00	.00

Payment information

Vendor	(* indicates pending)	Total

Encumbrances

PO #	Vendor	Balance

Pre Encumbrances

Type	Req/PO	Project	Balance

Segment/Balance Details

Fund	001	GENERAL FUND	Original Budget	.00
Department	15	DEVELOPMENT SERVICES	Revised Budget	.00
Division	50	BUILDING INSPECTIONS	Current expenditures	.00
Activity basic	51	EXP/GEN GOVT SERVICES	YTD expenditures	.00
Sub activity	5	COMPREHENSIVE PLANNING	Unposted expenditures	.00
Element	64	MACHINERY & EQUIPMENT	Encumbrances	.00
Object	20	COMPUTER	Unposted encumbrances	.00

MW

DETAIL FOR STATEMENT OF ACTIVITIESREVENUES

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	ADJUSTED BUDGET	Y-T-D ACTUAL	CURRENT ENCUMBRANCES	BALANCE
001-0000-362.60-00	CONCESSIONS & ROYALTIES	20,000	20,000	824	0	19,176
001-0000-362.70-00	BEACH CONCESSIONS	0	0	11,500	0	11,500-
001-0000-363.15-00	SP ASSM INTERIM FIRE FEE	0	0	632	0	632-
001-0000-363.19-00	INT ON DELINQ SPEC ASSESS	0	0	1,688	0	1,688-
001-0000-364.10-00	CEMETERY LOT SALES	79,000	79,000	21,216	0	57,784
001-0000-364.30-00	SALE OF FIXED ASSETS	20,000	20,000	0	0	20,000
001-0000-366.35-00	RECREATION SP PURPOSE	0	0	46	0	46-
001-0000-366.45-00	OTHER DONATIONS	15,000	15,000	0	0	15,000
001-0000-367.10-00	ALARM PERMITS	120,000	120,000	75,840	0	44,160
001-0000-367.20-00	FIRE CONSTR PLAN REVIEW	240,000	240,000	28,029	0	211,971
001-0000-367.30-00	HYDRANT FLOW TEST	5,000	5,000	1,800	0	3,200
001-0000-367.40-00	FIRE USER PERMITS	55,000	55,000	1,650	0	53,350
001-0000-367.60-00	TELECOM TOWER REGISTRATIO	35,000	35,000	0	0	35,000
001-0000-369.08-00	FIRE INCENTIVE PAY	65,000	65,000	18,780	0	46,220
001-0000-369.28-00	OTHER REIMBURSEMENTS	230,394	230,394	3,386	0	227,008
001-0000-369.72-00	OVERAGES & SHORTAGES	0	0	226	0	226-
001-0000-369.74-00	RECREATION OVER/SHORT	0	0	57-	0	57
001-0000-369.76-00	PERMIT SURCHARGE COMMISS	7,500	7,500	238	0	7,262
001-0000-369.88-00	LIEN & TITLE FEES	1,000	1,000	170	0	830
001-0000-369.92-00	OTHER REVENUES	190,000	560,016	9,706	0	550,310
001-0000-381.14-25	TRANSFER FROM FUND 425	191,927	175,762	175,762	0	0
001-0000-381.14-88	TRANSFER FROM FUND 488	1,728,649	1,728,649	1,728,649	0	0
001-0000-387.10-00	ENGINEERING PROJECT FEES	50,000	50,000	0	0	50,000
001-0000-387.40-00	LANDSCAPE SERVICE FEES	381,149	381,149	63,524	0	317,625
001-0000-387.50-00	ADMINISTRATIVE SERVICE	6,838,330	6,838,330	1,139,722	0	5,698,608
001-0000-387.53-00	ADMIN FEES NW CRA	248,922	248,922	0	0	248,922
001-0000-387.54-00	ADMIN FEES EAST CRA	28,260	28,260	0	0	28,260
001-0000-387.55-00	BUILDING ADMIN CHARGE	319,976	319,976	0	0	319,976
001-0000-387.72-00	ADMIN FEE PARKING REIMBUR	489,599	489,599	0	0	489,599
001-0000-392.10-00	BUDGETARY FUND BALANCE	0	2,428,630	0	0	2,428,630
001-0000-392.50-00	BUDGET FUND BAL BLDG DEP	595,766	595,766	0	0	595,766
001-0000-392.60-00	BUDGET MILLAGE STABILIZ	825,505	825,505	0	0	825,505
001-0000-392.72-00	BUDG FUND BAL PARKING	600,000	600,000	0	0	600,000
001-0000-392.80-00	BUDG F/B DISASTER RECOVER	0	94,800	0	0	94,800
*		115,492,166	118,619,447	15,042,464	0	103,576,983
**	GENERAL FUND	115,492,166	118,619,447	15,042,464	0	103,576,983
		115,492,166	118,619,447	15,042,464	0	103,576,983

SUNGARD
PUBLIC SECTOR

Add-On Quote

Quote Prepared By:

Scott Christensen
1000 Business Center Drive
Lake Mary, FL 32746
Phone: (407) 304-3486 Fax: (407) 304-3301
Email: scott.christensen@sungardps.com

Quote Prepared For:

Miguel Nunez
Pompano Beach, FL

(954) 786-4548

Quote	Date	Valid Until
Q-00009895	12/05/2014	03/05/2015

Professional Services

Services

Product Code	Product Name		Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Conversion	Development	Total Services
PS-BAC	Basic Application Consulting Services	Base Price:	0.00	0.00	0.00	0.00	2,560.00	0.00	0.00	2,560.00
		Totals:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,560.00**	**$0.00**	**$0.00**	**$2,560.00**

Third Party

Product Code	Product Name		Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Conversion	Development	Total Services
PS-EP	Avolve Electronic Plan Review Professional Services	Base Price:	0.00	0.00	0.00	0.00	0.00	0.00	18,500.00	18,500.00
		Totals:	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$18,500.00**	**$18,500.00**

SunGard Products and Services

Professional Services: $2,560.00

Third Party Products and Services

Third Party Professional Services: $18,500.00

Quote Total: **$21,060.00**

Product Notes

PS-EP: Professional services are performed by Avolve.

Comments:

The Scope of Work for this project will be as follows:

Code Work: Add Reviewer at prescreen (and during Cycle, if need be?)
- Update changes back to Permitting

Discovery: Revision Process (Post Approval changes)
- There are a few ways to accomplish this. The customer's desire of concurrent workflows is one suggestion, but it may not be the best. Analysis will need to be done and a design will need to be created and signed off on.

Code Work:Execution of the Revision Process Design

Revision Test/User Acceptance: All New Code

Promotion to Production: All New Code

Training: Revision Process

Timeline: 4-6 Weeks depending on Avolve/Customer resource scheduling/availability for Discovery, Testing, Training, and Deployment.

Travel Estimate for this Engagement - $3500.00

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Conversion, Custom Modification, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Implementation and Third Party Product Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Retrieved eQuote

eQuote Number 1020298639656

eQuote Details

eQuote Number	1020298639656
eQuote Name	Building Inspections
Customer Number	1202417
Description	Replace larger pc for their new office
Saved On	Thursday, December 18, 2014
Expires On	Saturday, January 17, 2015
Saved By	eugene.zamoski@copbfl.com
Premier Page	CITY OF POMPANO BEACH-WN05ACA

Contact Information

Order Date & Time	12/18/2014 08:51:46
Order Contact	Gene Zamoski City of Pompano Beach (954) 786-4537 eugene.zamoski@copbfl.com
Billing Contact	GENE ZAMOSKI CITY OF POMPANO BEACH (954) 786-4537 (954) 786-4168
Customer Number	1202417
Billing Address	P O DRAWER 1300 100 W ATLANTIC BLVD POMPANO BEACH, FL 33060-6099
Tax exemption	No, I am not tax exempt

Shipping

Shipping Contact	GENE ZAMOSKI CITY OF POMPANO BEACH (954) 786-4699 x00000

eQuote Summary

7 Items

Subtotal	$6,992.44
Estimated Shipping	$0.00
Estimated Tax	$0.00
Total	**$6,992.44**

Proceed to Checkout

Save as new eQuote

Continue shopping

Email Print

Norton SECURED VeriSign

Shipping Address	100 W ATLANTIC BLVD STE 170 POMPANO BEACH, FL 33060-6099
Delivery method	no charge delivery
Trade compliance	No, I will not be exporting

eQuote Cart Contents (7 Items)

Show all specs | Hide all specs

View SKUs & Print

Item	Quantity	Estimated Ship Date ?	Price
New Opti 3020 ($998.92/ea)	7 Update	12/22/2014	$6,992.44

View more specifications

Edit

Remove

Add to List

I have a coupon code

Estimate Tax and Shipping

Shipping Address:

CITY OF POMPANO BEACH
100 W ATLANTIC BLVD
STE 170
POMPANO BEACH, FL 33060-6099

Delivery Method:

no charge delivery

Subtotal	$6,992.44
Estimated Shipping	$0.00
Estimated Tax	$0.00
Total	**$6,992.44**

Quote

Your Products

Lists
Standard Configurations
Quotes
Sales Quotes
Systems
Peripherals

Support

Order Status
Drivers and Downloads
Product Support
Support by Topic
Warranty Information
Order Support

Company Information

About Dell
Newsroom
Investors
Corporate Responsibility
Careers

Account

Your Profile
Change Password
Dell Contacts
Company Contacts
Address Book

United States

© 2014 Dell

| Legal & Regulatory | Terms of Sale | Privacy Statement | Feedback

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon. Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. ** Orders with Custom Factory Integration might require additional processing time.

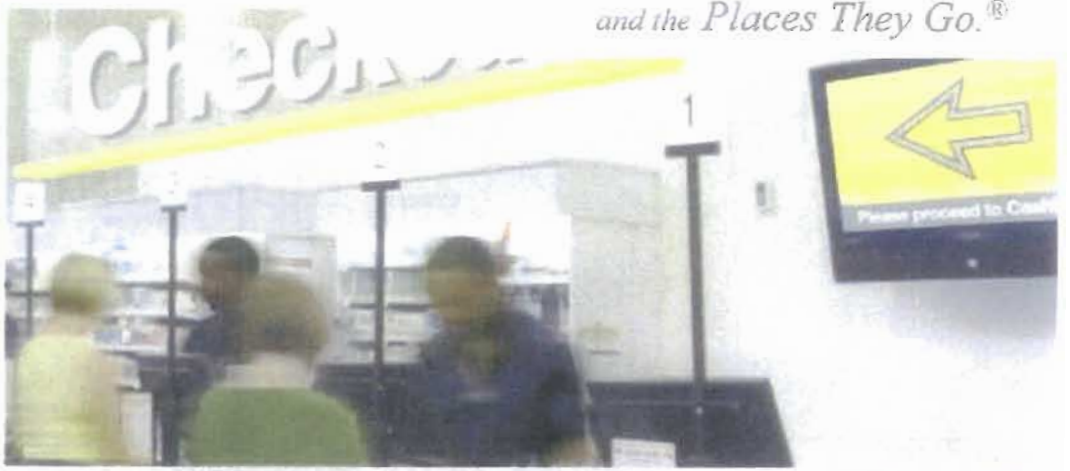
CONFIDENTIAL - This information is for quotation purposes only
and may not be shared with anyone without the permission of Lavi Industries

Quotation Date	**9/10/2014**	**Quotation Description: A Virtual Queuing Solution for 1 Location**		
Customer	**City of Pompano Beach**	The QtracVR System will consist of:	**Licenses**	
Location	**Pompano Beach, FL**	Kiosks (Customer Provided)	2	
Lavi Contact:	**Juan Baeza**	Agent Stations (Customer Provided Workstations)	75	
	661-219-3132	Monitors (Customer Provided)	2	
	juanb@lavi.com			
		Annual software license, Texting		
Software (One Time)	**Qty**	**Description**	**Unit Price**	**Ext Price**
95-QTVR/LICENSE	1	QTRAC VR SYSTEM SOFTWARE (PURCHASE ANNUAL LICENSE)	16,635.00	16,635.00
Services (One Time)	**Qty**	**Description**	**Unit Price**	**Ext Price**
95-QTVR/CONFIG	1	CONFIGURATION SERVICES - ALL QTRACVR KIOSK, DISPLAYS, & STATIONS	2,995.00	2,995.00
95-QTVR/INSTALL	1	INSTALLATION	1,500.00	1,500.00
95-QTVR/TRAIN	1	TRAINING - 4 HRS IN-PERSON	1,500.00	1,500.00
Total QtracVR Services				*5,995.00*
Annual Service Fees	**Qty**	**Description**	**Unit Price**	**Ext Price**
95-QTVR/TEXT	1	QTRAC VR TEXTING	4,800.00	4,800.00
SERVICE CONTRACT 1	1	QTRAC 1 YR SOFTWARE SUPPORT	2,495.25	2,495.25
Total QtracVR				**29,925.25**

1. Prices are based on Lavi or Customer hosting an enterprise deployment with a single instance of a networked application.
2. A service station is a single location where customers receive service.
3. A kiosk is a single point of guests registration.
4. A monitor is a screen placing either queuing info or media.
5. Includes phone tech support and configuration assistance
6. Software Purchase requires annual Service Contract for Support and Maintenance
7. Annual and quarterly fees are billed in advance of the service period
8. Texting Option based on 500 customers per day, 2 text messages per customer

QtracVR Concepts – Huntsville Utilities

Products for People and the Places They Go.®



Ken Langford
Product Manager
Qtrac Electronic Queuing

July 3, 2014

kenl@lavi.com
661.219.3112

Topics

- Configuration
  - Service Registration (Kiosk)
    - Service Selection
    - Customer Data Entry
  - Information Display (Monitor)
  - Agent Display (Station)
- Graphic Wrap
- Customer Website

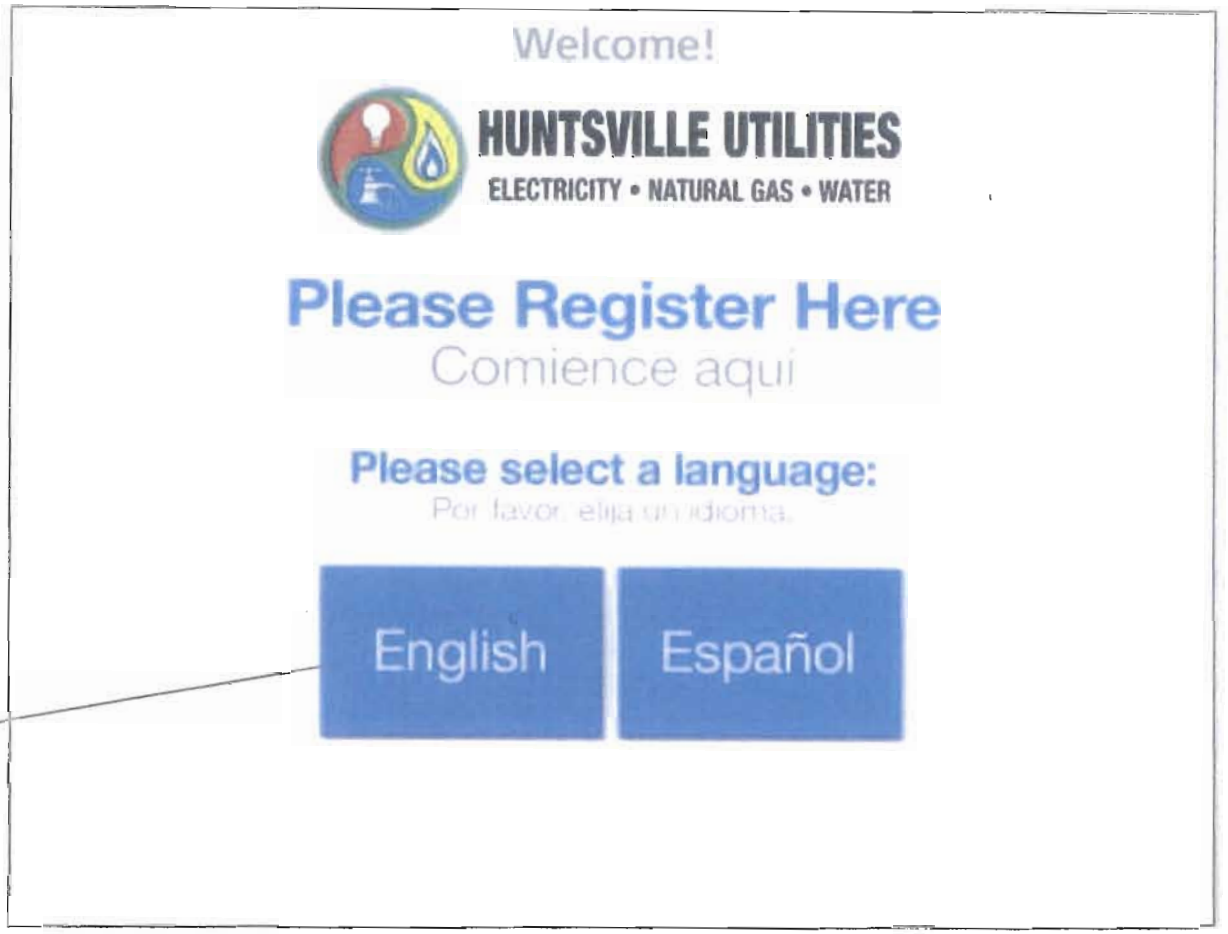
© 2014 Lavi Industries
All Rights Reserved.

Huntsville Utilities - Concepts

Main Language Selection

Main Screen of Kiosk

- The current services are shown on the screen.



Buttons

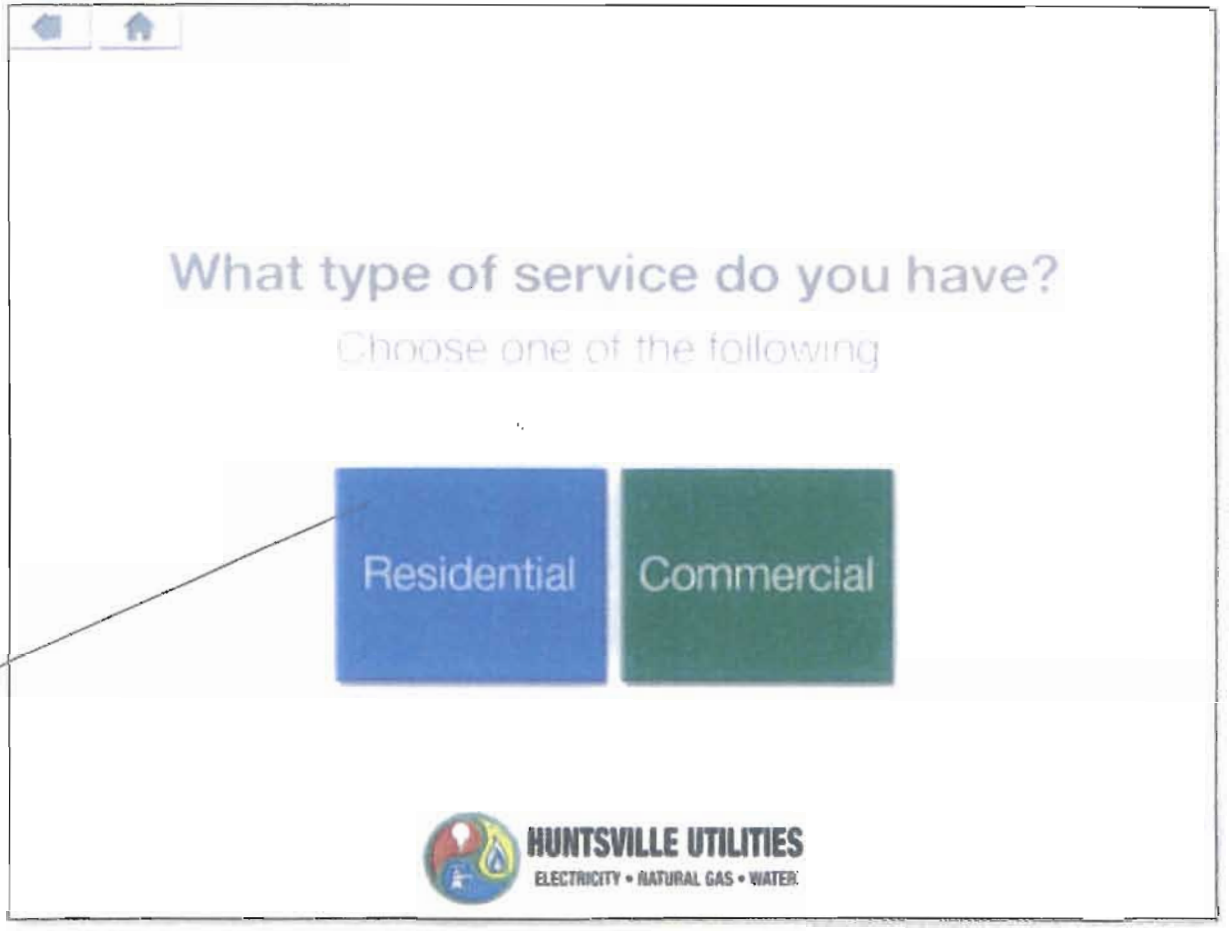
© 2014 Lavi Industries
All Rights Reserved

Huntsville Utilities - Concepts

Service Type Selection

Service Type (2nd Level of Kiosk)

- The current services are shown on the screen.



Buttons

© 2014 Lavi Industries
All Rights Reserved.

Huntsville Utilities - Concepts

Residential Service

Service Type (3rd Level of Kiosk)

- The current services are shown on the screen.

Buttons

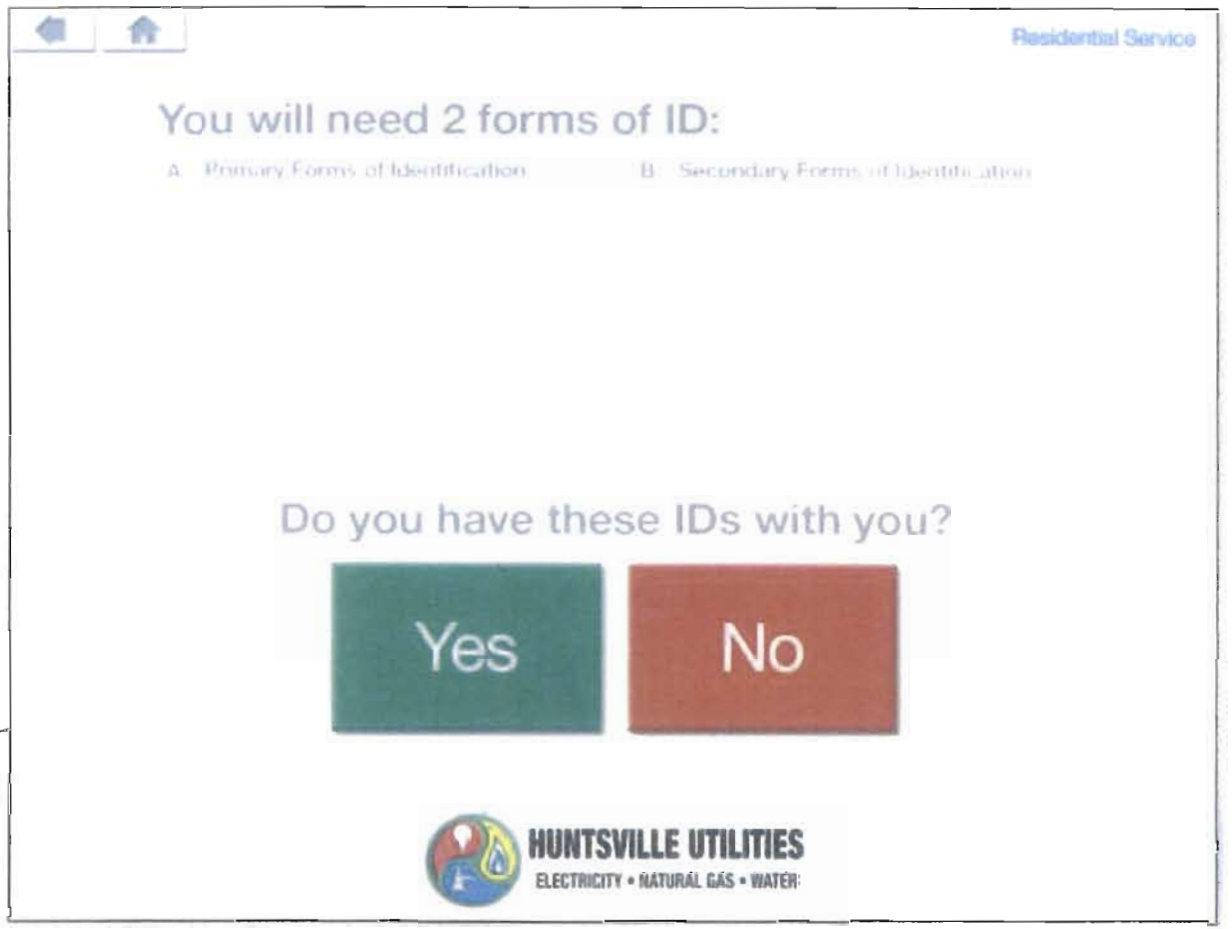
© 2014 Lavi Industries
All Rights Reserved.

Huntsville Utilities - Concepts

Residential Service

Service Type (4rd Level of Kiosk)

- The current services are shown on the screen.



Buttons

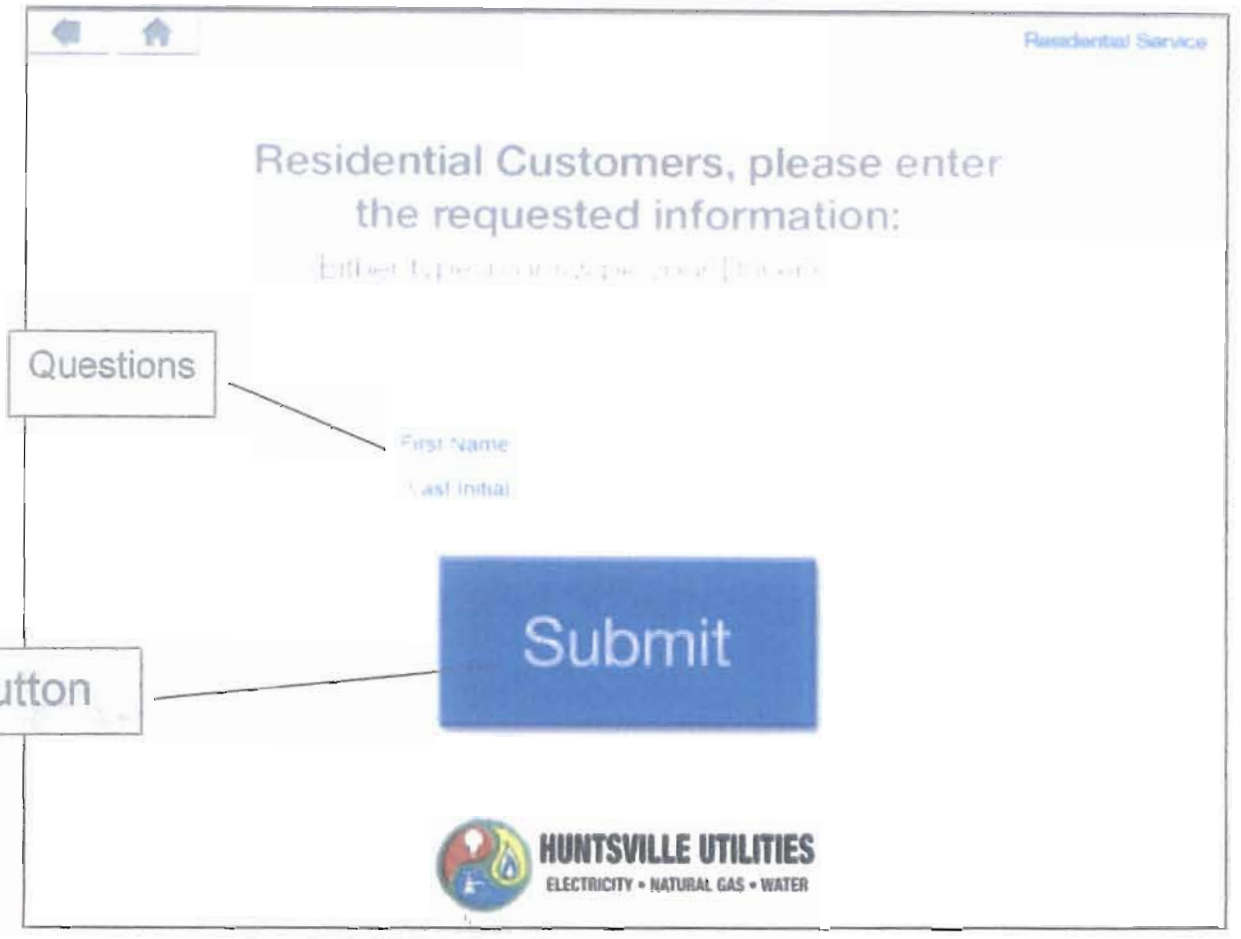
© 2014 Lavi Industries
All Rights Reserved.

Huntsville Utilities - Concepts

Residential Service

Residential Service (5th Level) – Customer has ID

- Customer has indicated that they have the two required forms of ID.
- Customers can be provide additional information if required. The questions may be different for each service category.
- If text is required in the answers, a virtual keyboard will appear or customer can swipe Driver's License.
- When complete, the customer selects "Submit". Kiosk returns to main menu



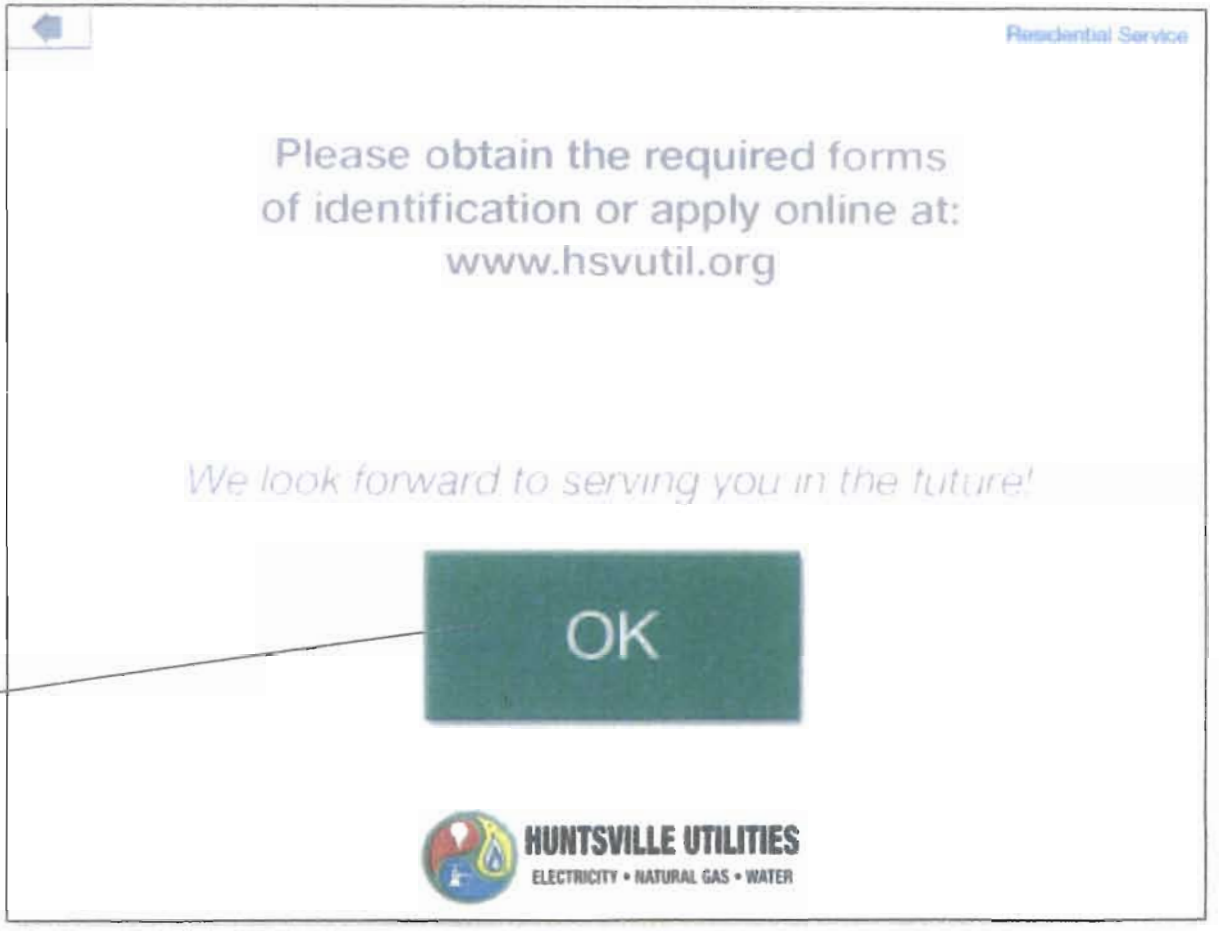
© 2014 Lavi Industries
All Rights Reserved.

Huntsville Utilities - Concepts

Residential Service

Residential Service (5th Level) - Customer has no ID

- Customer has indicated that they do not have the two required forms of ID.
- When the OK button is pressed, the kiosk returns to the main (home) page.



Button

© 2014 Lavi Industries
All Rights Reserved.

Huntsville Utilities - Concepts

Commercial Service

Service Type (3rd Level of Kiosk)

- The current services are shown on the screen.

Buttons

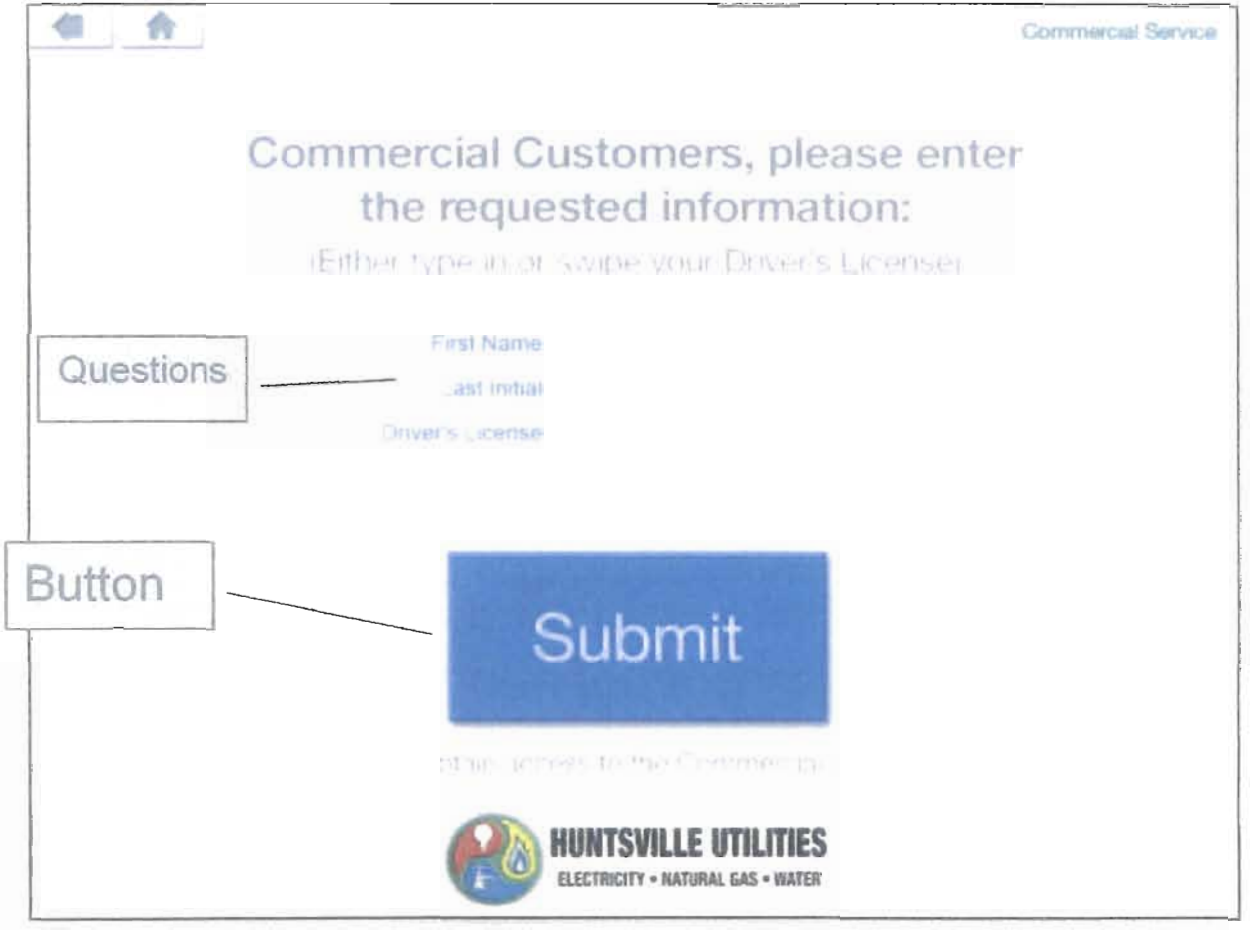
© 2014 Lavi Industries
All Rights Reserved.

Huntsville Utilities - Concepts

Commercial Service

Residential Service (4th Level)

- Customers can be provide additional information if required. The questions may be different for each service category.
- If text is required in the answers, a virtual keyboard will appear or customer can swipe Driver's License.
- When complete, the customer selects "Submit".



© 2014 Lavi Industries
All Rights Reserved.

Slide

Please see receptionist to obtain a badge for access to the Commercial and Industrial Department.

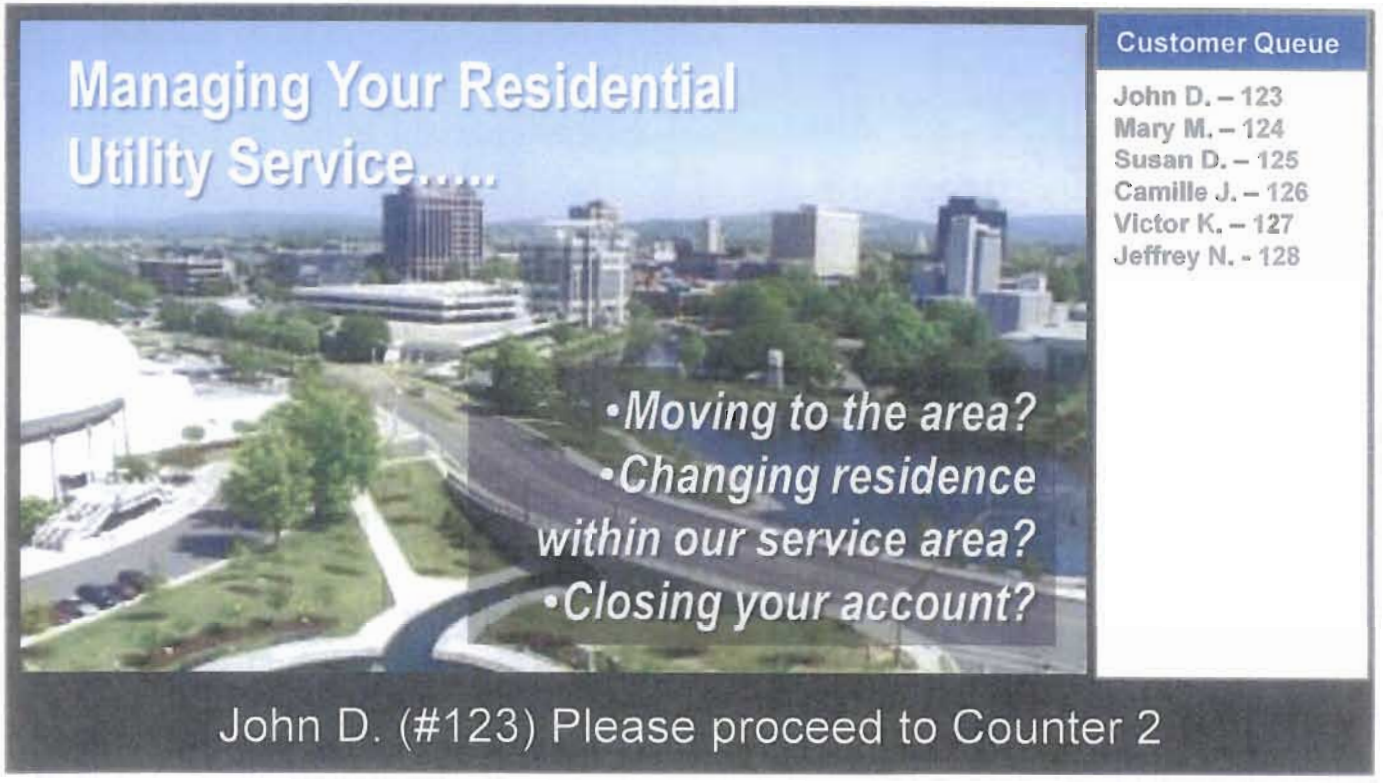
© 2014 Lavi Industries All Rights Reserved

Huntsville Utilities - Concepts

Information Display

Waiting Area Monitor

- Media Area window, shown here in the top center of the screen, shows a playlist of JPEG images and movies.
- The Queue Message, on the bottom, provide clear direction to customer to direct them to the point of service.
- A Queue Status list is shown on the right side to inform customers of the current position of their ticket number in the service queue.



© 2014 Lavi Industries
All Rights Reserved.

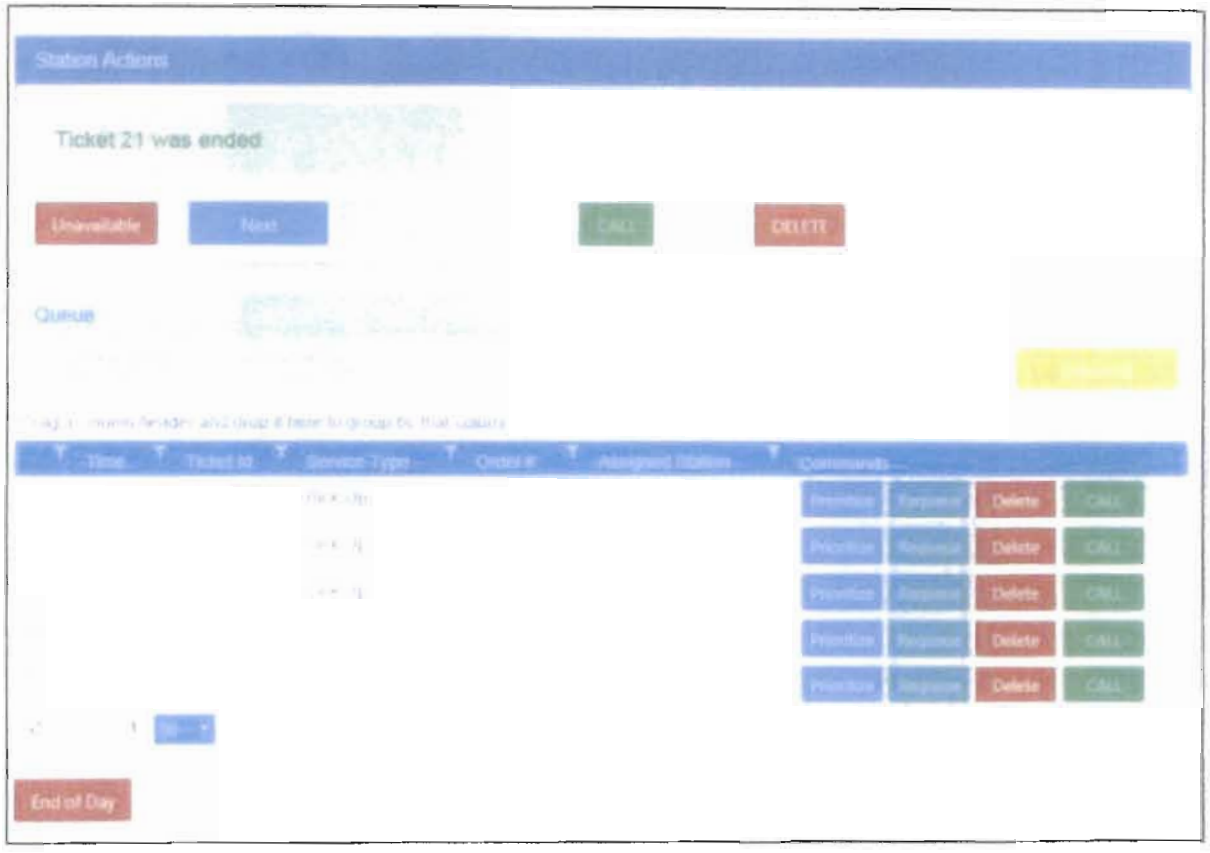
Huntsville Utilities - Concepts

Station Agent

Agent Screen

- Various actions can be performed on a customer's ticket including:

  By Specific Number: type in ticket number and press CALL or DELETE.
- **From List**: click on action button on the right of ticket in the list. (PRIORITY, REQUEUE, DELETE, CALL).
- **By Group** : check the box of desired tickets and click on action button: PRIORITIZE GROUP, REQUEUE GROUP, DELETE GROUP, TRANSFER GROUP



© 2014 Lavi Industries
All Rights Reserved.

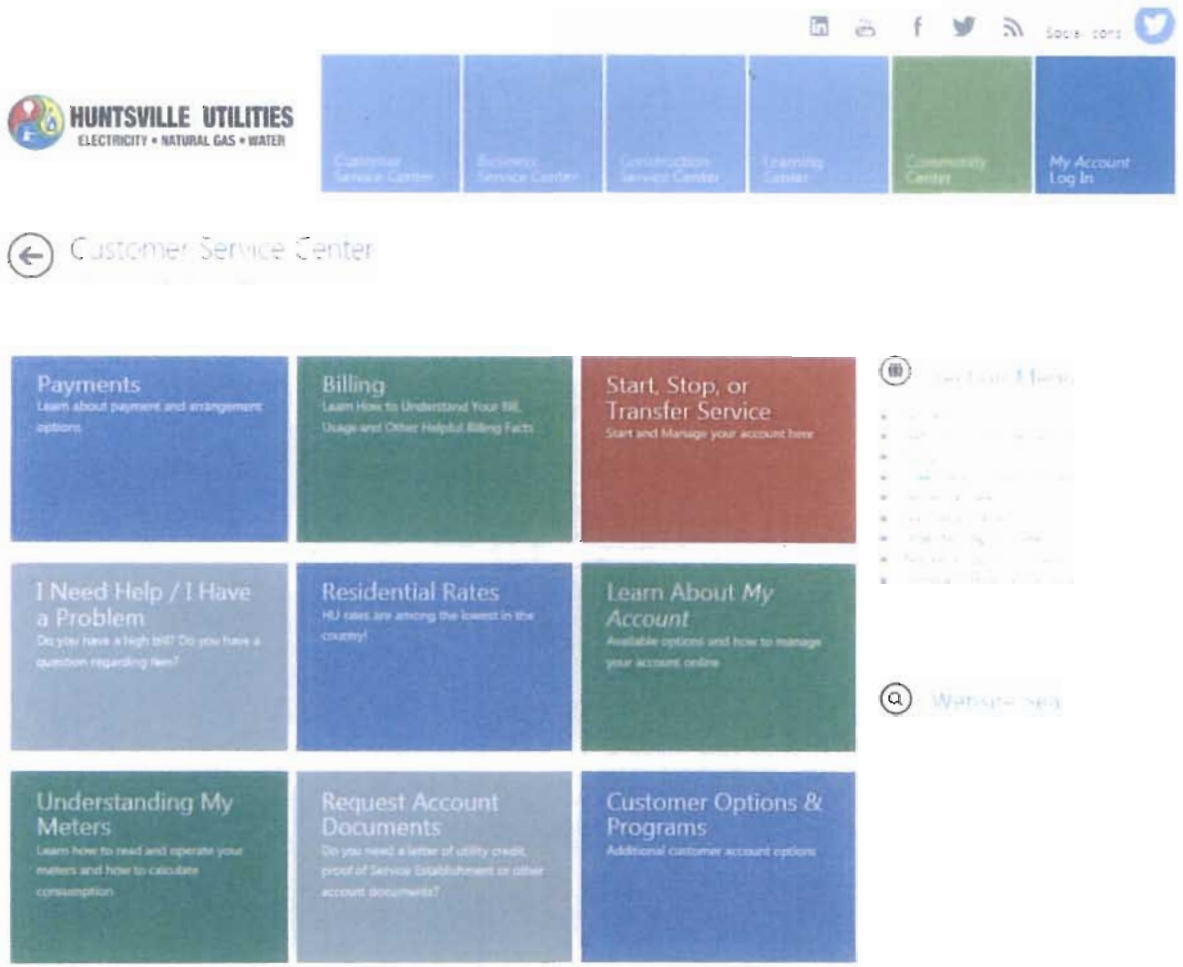
Kiosk

Graphic Wrap

© 2014 Lavi Industries All Rights Reserved.

Huntsville Utilities Website

https://www.hsvutil.org



© 2014 Lavi Industries All Rights Reserved

#2

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUDGET ADJUSTMENT

ORIGINATING DEPT. Development Svc. Dept Bldg. Insp. Div. 1550

DATE 12-18-14

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
Budget Fund Balance	001	00	00	392	50	00			65,000		
Special Svc	001	15	50	515	46	50	5,799	10,105	5,000		
Operating Supplies Software	001	15	50	515	52	25	10,285	13,064	50,000		
Machinery & Equip. Computer	001	15	50	515	64	20	0	0	10,000		
								TOTAL	130,000		

* USE WHOLE DOLLARS ONLY

REASON Budget adjustment to fund accounts to enhance e-plan software, new computers, monitors and purchase QTRAC VR software to accommodate new lobby renovations

12/22/14
Department Head Date

Adjustment is within total budget of department - Yes___ No X
Adjustment requires only City Manager approval - Yes___ No X
Adjustment requires City Commission approval - Yes X No___

Adjustment approved at City Commission Meeting of _____

Finance Director Date	Budget Office Date	City Manager Date	AUDITED BY	INPUT BY	CONTROL NO.
12/22/14			12/22/14		

Distribution By Finance: White Copy - Finance Yellow Copy - Department Pink Copy - Budget

PB 1530 (Revised 5/05)

Meeting Date: January 13, 2015 Agenda Item 3

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance X Resolution ____ Consideration ____ Workshop

SHORT TITLE **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LITTER REMOVAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE IVY EDUCATIONAL & CHARITABLE FOUNDATION, INC. PURSUANT TO THE CITY'S ADOPT-A-STREET PROGRAM; PROVIDING AN EFFECTIVE DATE.**

Summary of Purpose and Why:

As a means to improve the curb appeal of Pompano Beach, the City has developed an Adopt-A-Street Program which offers a hands on approach to local beautification. The Public Works Department provides the volunteers with a safety orientation, necessary safety equipment, collection materials, and support to retrieve collected bags of litter. The Ivy Educational & Charitable Foundation, Inc. has committed to adopting the right-of-way adjacent to NW 16th Street from Dixie Hwy west to Sanders Park Elementary.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Russell Ketchem, Solid Waste Manager
(2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext. 4097
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding: None

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Public Works	12/12/14	Approve	Robert A. McCaughan
Finance	12/15/14	approval	S. Sebastian
City Attorney	12/16/14		Gordon B. Kaye

___ Advisory Board
___ Development Services Director
x City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LITTER REMOVAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE IVY EDUCATIONAL AND CHARITABLE FOUNDATION, INC. PURSUANT TO THE CITY'S ADOPT-A-STREET PROGRAM; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and The Ivy Educational and Charitable Foundation, Inc., pursuant to the City's Adopt-a-Street Program, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and The Ivy Educational and Charitable Foundation, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 20__.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
11/19/14
l:reso/2015-101

pompano beach

Florida's Warmest Welcome

Adopt-A-Street Program

The City and its Residents Caring for Mother Earth

City of Pompano Beach
Adopt-A-Street Program

OVERVIEW

Acting in the best interest of its residents, the City of Pompano Beach has developed an Adopt-A-Street program. The Adopt-A-Street program offers hands on approach to city beautification through litter removal and maintenance of designated streets by civic-minded residents and organizations. The program is a cooperative clean-up campaign organized by the City of Pompano Beach and its residents. The program allows the residents and organizations of the City of Pompano Beach to take an active role in the community while benefiting from a more attractive city.

The program is outlined as follows:

- ✓ A community organization adopts a minimum of two-miles of city roads and agrees to remove litter at least four times per calendar year for a two-year period.
- ✓ The City will provide the organization with trash bags, safety training and necessary safety equipment for up to 25 people.
- ✓ The City will erect sign on each end of the roadway identifying the organization.
- ✓ After each clean-up effort, the City will collect the litter bags for disposal.

Participate in this successful and rewarding volunteer litter control program in your community. Adoptable streets include most roadways in Pompano Beach. Complete a volunteer agreement form and a sign request form and return it to: Public Works Department 1190 NE 3rd Ave, Bldg. B, Pompano Beach, 33060. You will be contacted after the forms have been received and processed to go over the agreement and schedule the Adopt-A-Street sign installation to recognize your organization for helping to keep Pompano Beach streets clean.

City of Pompano Beach
Adopt-A-Street Program

PROCEDURES AND GROUP RESPONSIBILITIES

- ✓ Organizations interested in committing to adopt a two-mile segment of City street right of way for litter removal should contact the City of Pompano Beach, Public Works Solid Waste Division, at (954) 786-4030.
- ✓ The roadways proposed by the organization will be reviewed by City staff to determine the safest location for the clean-up effort. Once a location is approved by both parties, an application should be completed and submitted to the City.
- ✓ Upon approval by the City Commission, the organization will receive a copy of the signed agreement.
- ✓ A safety orientation will be scheduled for the organization and performed by City staff prior to commencement of initial clean-up effort.
- ✓ Safety equipment consisting of orange vests and gloves for each member (up to 25) of the participating organization; two large portable roadside safety signs; large litter bags; rakes; pick-sticks and safety briefing checklists will be loaned to the organization prior to each clean-up effort.
- ✓ During the week prior to each clean-up effort, a representative of the organization shall call the Public Works Solid Waste Division, (954) 786-4030, to schedule litter disposal. The organization is responsible for holding a safety meeting prior to each clean-up effort. The suggested time for a clean-up is between the hours of 8:00 A.M. and 12:00 Noon.
- ✓ The organization agrees to remove litter along the adopted segment of road at least four times per calendar year for a period of two years.
- ✓ When an organization terminates the agreement or does not remove litter along the adopted road for a period of six months, the City will recover the safety equipment loaned and remove the recognition signs. The vacated segment of road will then become available to adopt by other interested parties.

City of Pompano Beach
Adopt-A-Street Program

RECOGNITION SIGN POLICY

Recognition signs installed for organizations participating in the Adopt-A-Street program will conform to the following criteria:

- ✓ For non-profit organizations, only the full name of the organization will be placed on the signs.
- ✓ For commercial businesses, only the full name of the company will be placed on the signs.
- ✓ For political groups, only the full name of the group will be placed on the signs.
- ✓ The City will not list the services that an organization provides unless it is part of the organization or company name that is registered with the State of Florida.
- ✓ The City will not list specific locations, addresses or phone numbers of the organization or company.
- ✓ The City will not allow any political or other statements which can be considered controversial to be placed on the signs.

City of Pompano Beach
Adopt-A-Street Program

SAFETY ORIENTATION POLICY

PRIOR TO THE DAY OF LITTER REMOVAL

- The organization will designate a member to act as the Safety Supervisor. The Safety Supervisor's job is critical for the success of the clean-up effort. They will provide overall group supervision as it pertains to safety matters. If necessary, they will be responsible for emergency communications or transportation to the appropriate health care facility.

- The organization should have a first aide kit on site during the effort. Safety kits are useful in dealing with minor issues such as minor cuts or scratches that are common during litter removal. If the organization does not have a kit, contact Russell Ketchem, Solid Waste Operations Manager, (954) 545-7011, for assistance in obtaining one.

- Every member of the group should have a set of heavy gloves. Leather gloves are recommended because they better protect the hands from sharp objects. If assistance is needed in obtaining proper gloves, please contact Russell Ketchem, Solid Waste Operations Manager, (954) 545-7011, for assistance in obtaining them.

- The removal of litter bags is critical in the clean-up effort. Contact the Public Works Solid Waste Division, (954) 786-4030, prior to the litter removal effort date to schedule a date for the removal of the litter bags.

ARRIVING TO THE SITE

- Have transportation available. The Safety Supervisor should be responsible for ensuring every member of the group has transportation.

- Parking of automobiles associated with the litter removal effort should be clear of the roadway. It is best to use a parking lot to park all vehicles.

- Carpooling to the clean-up site is encouraged. This will minimize the number of vehicles that need to be parked during the effort. Using one vehicle to shuttle members from a parking lot to the clean-up site is effective.

DRESSING FOR SAFETY

- Do not wear clothing or use headphones that will restrict vision or hearing. These accessories distract your attention from what you are doing and may result in injury.

- Remember to wear the safety vest. Each member should have an orange vest. The City will loan these to the organization prior to the day of each scheduled litter removal effort.

- Wear light colored clothing.

- Wear leather closed toe shoes or boots. Sneakers are not recommended due to they may be torn easily by nails or broken glass.

- Wear a hat, sunglasses, sunscreen or a long sleeved shirt to protect against harmful sunrays.

THE DAY OF LITTER REMOVAL

- Stay clear of any construction. If there are construction barricades or pylons in the road, do not enter into those areas until those items are removed. If there is construction and a clean-up effort going on simultaneously, it will lead to driver confusion and potentially an accident.

- Alcoholic beverages or illegal drugs will not be tolerated during the effort. Those members of the organization taking prescription drugs should not participate until they are no longer on the prescribed medication(s).

- An adequate supply of drinking water should be made available for all group members participating in the effort.

- Work only during daylight hours and avoid peak travel times. The recommended time for litter removal is between the hours of 8:00 A.M. and 12:00 Noon.

- A safety briefing prior to each litter clean-up effort should be performed.

- If available, display two crew working safety signs in the area the clean-up effort. The signs should be displayed so traffic coming from either direction sees them.

- Have a phone available.

- Know the route from the litter removal site to the nearest emergency center or hospital. This is an important procedure incase you cannot contact the police or EMS for help.

- Participants should always face oncoming traffic. Walk down the side of the road facing traffic in order to be able to detect erratic drivers. If you see a car that is driving carelessly, direct everyone off the road.

- Provide adult supervision for youth groups or young participants. Children under 12 years of age should not be allowed on the project, despite how mature they may seem. Teenagers must have adult supervision.

- Avoid overexertion. Make all attempts to keep the time to remove litter on both sides of the street to 1½ to 2 hours maximum.

- Be alert for snakes, rodents and other wild animals.

- Avoid contact with hazardous substances. If a member of the organizations encounters any buckets, bottles, barrels, boxes or jugs of anything that is not identifiable, do not pick it up. Notify the Public Works representative on the next business day to have it removed. Report any found weapons to the Broward County Sherriff's office (954) 786-4200. Remember not to touch the weapon.

- Do not remove items on bridges or overpasses. Avoid these areas because the traffic is usually heavy.

- Do not remove items from the medians. Your area of responsibility starts at the edge of the road and extends no more than 10 feet towards the property line.

- Do not enter the roadway or shoulder of the road to remove an item. If some debris is in the road, do not pick it up. Inform the Public Works representative on the next business day; however if the item poses a danger to traffic, please contact the Broward County Sherriff's office at (954) 786-4200 to have someone remove the item.

City of Pompano Beach
Adopt-A-Street Program

SAFETY ORIENTATION BRIEFING FORM

(Copies should be made of this form and completed on day of clean-up)

Organization Name: _____

Safety Orientation Briefed By (Print Name): _____

Title within Organization: _____

Signature of Safety Supervisor:_____

Number of Bags Collected: _____

Date of Litter Removal Effort: _____

Mail this completed form to:

Russell Ketchem
City of Pompano Beach
Public Works Department
1190 NE 3rd Ave.
Pompano Beach, FL 33060

Or you can fax it to:

Russell Ketchem
City of Pompano Beach
Public Works Department
(954) 786-4011

THE CITY OF POMPANO BEACH

ADOPT-A-STREET PROGRAM

APPLICATION FOR ADOPT-A-STREET PROGRAM
(please type or print)

The City of Pompano Beach Public Works Department will work with the adopting group to determine the specific section of City roadway to be adopted. Interstate highways, certain divided highways and roadways where a lack of sufficiently wide right-of-way causes safety hazards will not be considered adoptable roadways.

The Ivy Educational and Charitable Foundation, Inc. — 12/8/14
(Name of Organization) — (Date)

P.O. Box 1305
(Mailing Address)

Pompano Bch Fla. 33061
(City, Zip Code)

Susan McCray
(Authorized Individual)

Susan McCray — 954-971-0313
(Name of Contact Person) — (Day Phone Number)

2381 N.W. 11th Ct. — 954-971-0313, 954-261-2288 cel
(Mailing Address) — (Evening Phone Number)

Pompano Bch 33069
(City, Zip Code)

Approximate number of members participating in the clean-up: 20

City road section(s) you are interested in adopting:
Assigned:

1. Adjacent to NW 16th Street from ☐
2. Dixie Highway west to Sanders Park ☐
3. Elementary. ☐

CITY OF POMPANO BEACH
ADOPT-A-STREET PROGRAM

LITTER REMOVAL AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of September 2014 by and between:

> **CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida (hereinafter referred to as "CITY")
>
> and
>
> **The Ivy Educational and Charitable Foundation, Inc.** (hereinafter referred to as the GROUP).

WITNESSETH:

WHEREAS,

N.W. 16th Street (from Dixie Highway west to Sanders Park Elementary) is a part of the City of Pompano Beach's Road System; and

WHEREAS, the CITY has responsibility for operation and maintenance of the CITY Road System; and

WHEREAS, the City Commission encourages the implementation of an "Adopt-A-Street" Program to permit participation by local organizations in roadway litter removal projects; and

WHEREAS, the GROUP is desirous of adopting a portion of a roadway within the CITY to remove litter;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

GROUP AGREES TO:

A. Adopt the right of way adjacent to N.W. 16th Street (from Dixie Highway west to Sanders Park Elementary.

(hereinafter "Adopted Road Section").

B. Perform litter removal on the Adopted Road Section at least four times per year in strict accordance with the Florida Department of Transportation (FDOT) Accident Prevention Manual, Safe Field Work Practices Topic No. 500-000-015, the Federal Manual on Uniform Traffic Control Devices (MUTCD), and Florida Department of Transportation Design Roadway and Standard Index 602.

C. Conduct and require all participating members to attend safety meetings and pre-task briefings prior to litter removal in accordance with FDOT's Accident Prevention Procedures Manual Topic No. 500-080-003b.

D. Remove litter during daylight hours only.

E. Remove litter during good weather conditions only.

F. Contact the CITY's Public Works Solid Waste Division at (954) 786-4030 to coordinate litter removal times with CITY personnel.

G. Ensure that all participants wear safety vests at all times during the litter removal activity.

H. Not pick up litter at construction or maintenance sites, in tunnels, on bridges or overpasses or on medians.

I. Only allow such persons to participate as are determined by the GROUP to be responsible enough to safely participate in the litter removal activities. Participating youths must be at least 12 years of age and the GROUP shall provide at least one adult supervisor for every 5 youths aged 12-15 who are participating in the litter removal activity.

J. Provide at all times at least one person over the age of 18 who is generally responsible on site for supervising all litter removal activities.

K. Not bring persons to observe the activity, unless the person is over the age of 16.

L. Not wear clothing or headphones which would hinder the sight or hearing of the participants.

M. Place the filled litter bags in locations at each end of the GROUP's Adopted Road Section, near to the Adopt-A-Street signs, in such a manner as not to constitute an obstruction to sight, pedestrians or vehicles.

N. Indemnify and hold harmless, the CITY, its employees, officers or agents, from any claim, loss, damage, cost, charge or expense arising out of any, action, neglect or omission by the GROUP during the performance of the Agreement, whether direct or indirect and whether to any person or property to which CITY or said parties may be subject, except that neither the GROUP nor any of its members shall be liable under this provision for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CITY and its employees, officers or agents.

ARTICLE II

CITY AGREES TO:

A. Install Adopt-A-Street signs at the beginning and end of the Adopted Road Section for the period that this Agreement is in effect.

B. Provide a safety orientation, plastic trash bags and loan the GROUP orange safety vests and orange safety signs.

C. Remove the filled plastic bags when placed near to the Adopt-A-Street signs.

D. Remove unusual, large, heavy or hazardous items of litter.

ARTICLE III

BOTH PARTIES UNDERSTAND:

A. That members of the GROUP participating in litter pick-up are providing volunteer services to the GROUP and not to the CITY.

B. That the Agreement shall remain in effect for a two-year period. CITY or GROUP may terminate this Agreement for any reason upon fifteen (15) days' written notice.

C. The Agreement is non-transferable and non-assignable.

D. The Agreement covers litter removal activities only. No beautification activities are authorized by this Agreement.

E. CITY's Public Works Department shall screen and select the section of CITY roadways to be adopted and may upon written notice to GROUP select a different section of road for their participation.

F. The Director of the CITY's Public Works Department shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution of fulfillment of the services hereunder and the character, quality, amount and value thereof of this decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER
MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"GROUP":

Witnesses:

The Ivy Educational and Charitable, Inc
Name of Group

By: Susan McCray

Constance Phillips

Susan McCray
Typed or Printed Name

Title: President

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8th day of December, 2014 by Susan McCray _____ as _____ of _____, on behalf of Ivy Educational and Charitable, Inc.

He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

CONSTANCE PHILLIPS
MY COMMISSION # EE 135591
EXPIRES: November 28, 2015
Bonded Thru Notary Public Underwriters

Constance Phillips
NOTARY PUBLIC, STATE OF FLORIDA

Constance Phillips
(Name of Acknowledger Typed, Printed or Stamped)

November 28, 2015
Commission Number

ADOPT-A-STREET PROGRAM AGREEMENT, WAIVER AND AUTHORIZATION

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, this day, the undersigned authority, personally appeared _____, who first being duly sworn, deposes and says:

1. That I, _____ ("Participant"), have voluntarily chosen to participate in an activity or activities sponsored by the City of Pompano Beach, ("Releasee"), specifically the ADOPT-A-STREET PROGRAM

and that I am eighteen (18) years of age or older, OR,

That I, _____ ("Guardian), am the natural (or legal) guardian of _____, ("Child"), who is in my custody and who is under eighteen years of age, and that said child is participating in an activity or activities sponsored by the City of Pompano Beach ("Releasee"), with my full knowledge and consent, specifically the ADOPT-A-STREET PROGRAM.

2. The undersigned participant or guardian fully and completely ACKNOWLEDGES AND COMPREHENDS the nature and type of activities inherent in and involved with the ADOPT-A-STREET PROGRAM, and UNDERSTANDS AND AGREES that this program sponsored by the City of Pompano Beach may involve the risk of injury and/or death and/or damage to property. Accordingly, for and in consideration of the opportunity to participate in the ADOPT-A-STREET PROGRAM, and of the sum of One ($1.00) Dollar or other valuable considerations received from Releasee, the receipt whereof is hereby acknowledged, the UNDERSIGNED DOES HEREBY release, remise, acquit, satisfy and forever discharge the Releasee, the City of Pompano Beach and all of its officers, directors, managers, officials, employees, commissioners, agents and staff, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which said participant or child ever had, now has, can, shall, or may have, or, which any personal representative, successor, heir, guardian, or assign of said participant, or child, hereinafter can, shall or may have against Releasee and all of its officers, directors, managers, officials, employees, commissioners, agents, and staff, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, or in the future, arising as a direct or proximate result of participant or guardian's participation in the aforementioned ADOPT-A-STREET PROGRAM.

3. In the event that the above-named PARTICIPANT/CHILD sustains physical injury while participating in the above-referenced activity or activities, I hereby authorize and request that said PARTICIPANT/CHILD receive emergency treatment from the City of Pompano Beach medical personnel or from any individual or individuals licensed by the State of Florida as a Medical Service Unit as well as any hospital in the State of Florida.

4. The UNDERSIGNED further expressly agrees that the foregoing AGREEMENT, WAIVER AND AUTHORIZATION is intended to be as broad and inclusive as is permitted by the laws of the state and county and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

5. THE UNDERSIGNED HAS READ AND VOLUNTARILY signs this AGREEMENT, WAIVER AND AUTHORIZATION and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Date:_____

_____
Participant's/Guardian's Signature

_____
Participant's/Guardian's Printed/Typed Name

_____
Home Telephone Number

_____
Address

_____
Work or Emergency Telephone Number

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, _____, who is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY SEAL

_____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

_____
(Name of Acknowledger Typed, Printed or Stamped

_____
Commission Number

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Non Profit Corporation

THE IVY EDUCATIONAL AND CHARITABLE FOUNDATION, INC.

Filing Information

Document Number	N07000009733
FEI/EIN Number	261194785
Date Filed	10/04/2007
State	FL
Status	ACTIVE

Principal Address

2381 N.W. 11TH COURT
POMPANO BEACH, FL 33069

Changed: 03/28/2014

Mailing Address

P.O. BOX 1305
POMPANO BEACH, FL 33061

Changed: 04/02/2009

Registered Agent Name & Address

HENRY, LA'NETTA MS.
3841 N.W. 4TH AVENUE
POMPANO BEACH, FL 33064

Name Changed: 04/30/2008

Address Changed: 04/09/2013

Officer/Director Detail

Name & Address

Title MS.

HENRY, LA'NETTA
3841 N.W. 4TH AVENUE
POMPANO BEACH, FL 33064

Title MS.

BAILEY, PAULA

5166 N.W. 48TH AVENUE
COCONUT CREEK, FL 33073

Title MS.

KING-CREW, ANGELA
2720 N.W. 18TH TERRACE
OAKLAND PARK, FL 33311

Title MRS.

MCCRAY, SUSAN
2381 N.W. 11TH COURT
POMPANO BEACH, FL 33069

Title MRS.

BAILEY, BERNICE
5166 N.W. 48TH AVENUE
COCONUT CREEK, FL 33073

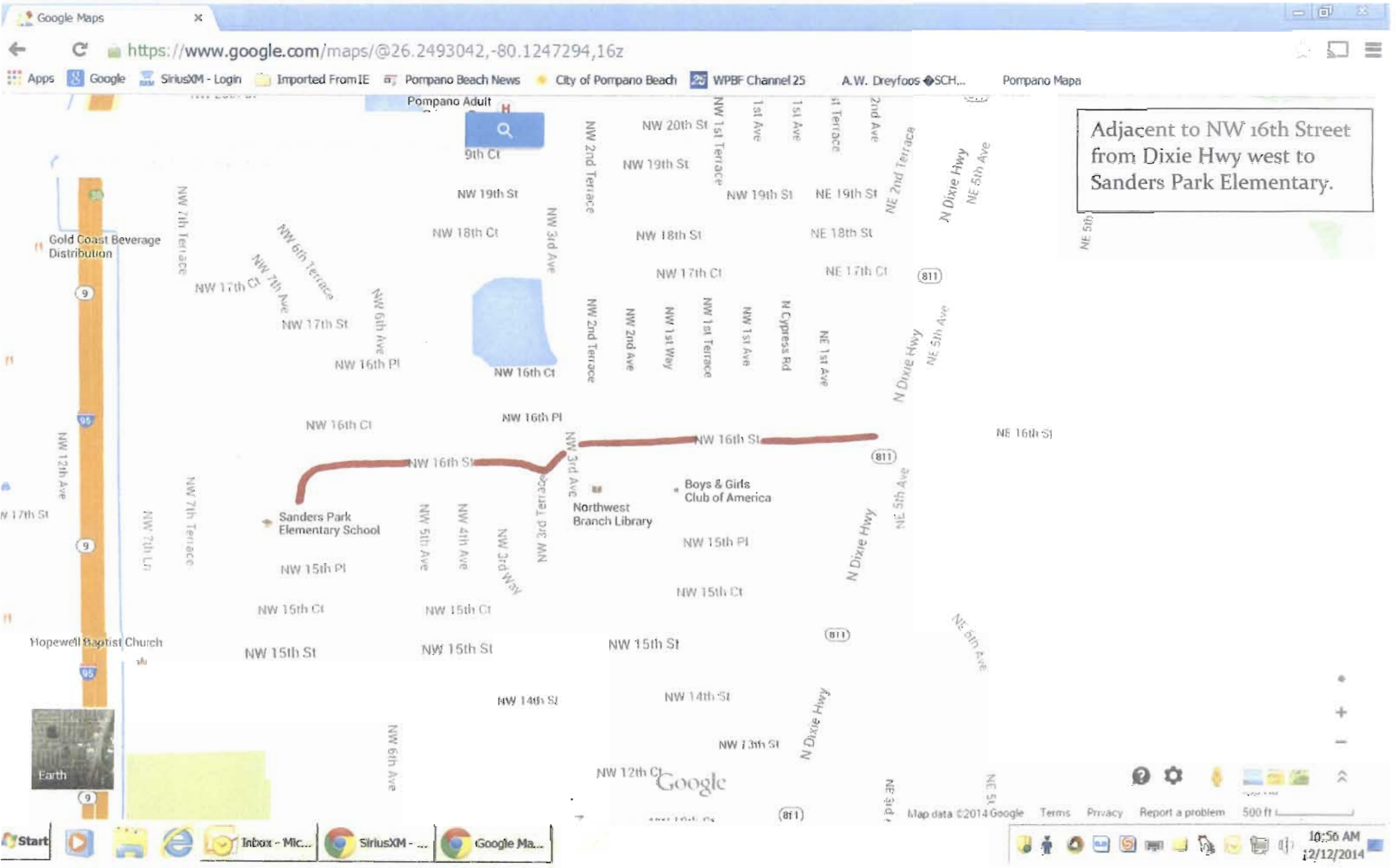
Annual Reports

Report Year	Filed Date
2012	04/05/2012
2013	04/09/2013
2014	03/28/2014

Document Images

03/28/2014 -- ANNUAL REPORT	View image in PDF format
04/09/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
04/28/2011 -- ANNUAL REPORT	View image in PDF format
04/21/2010 -- ANNUAL REPORT	View image in PDF format
04/02/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
10/04/2007 -- Domestic Non-Profit	View image in PDF format

Copyright © and Privacy Policies
State of Florida, Department of State



Friday, Dec 12, 2014 10:56 AM

Meeting Date: January 13, 2015 Agenda Item 4

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance X Resolution ____ Consideration ____ Workshop

SHORT TITLE OR MOTION: A resolution to execute an interlocal agreement between Broward County and the City of City of Pompano Beach as to FCC license sharing.

Summary of Purpose and Why:

The County desires to receive the assignment of UHF licenses that are currently owned, but not used by the City of Pompano Beach. In return for these licenses the City of Pompano Beach will have the right to use the County's UHF radio system, up to 280 radios. The County will waive any user fees for the use of their UHF radio system. The City is responsible for acquiring and maintaining their own UHF radios, if they wish to do so in the future.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: staff
(2) Primary staff contact: Gene Zamoski, Information Technologies Director Ext. 4537
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding: None

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
City Attorney	12/18/14	—	
IT Department	12/17/2014	Approved	
Finance	12/19/2014	APPROVE	

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH AS TO FCC LICENSE SHARING; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Interlocal Agreement between Broward County and the City of Pompano Beach as to FCC License Sharing, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between Broward County and the City of Pompano Beach.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
10/23/14
l:reso/2015-60

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH AS TO FCC LICENSE SHARING

This Interlocal Agreement ("Agreement") is entered into between Broward County, a political subdivision of the State of Florida (the "County") and the City of Pompano Beach, a municipality (the "City").

A. The City is the owner of certain Federal Communications Commission ("FCC") licenses that it desires to transfer to the County in exchange for certain rights and uses pursuant to the terms of this Agreement.

B. The County desires to receive the assignment of the licenses at issue in order to utilize the licenses for the benefit of the public safety system for Broward County.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Effective Date. The date of signature by the last signing party such that on such date this Agreement will have been executed by authorized representatives of both parties.

1.2 FCC Licenses. The following FCC licenses, which are owned by the City as of the Effective Date and which will be transferred to the County pursuant to the terms of this Agreement: WIF254, KDB221, KV7451, KY0866, WBE873, WBE874.

1.3 Radio System. The County's 400 MHz UHF Trunked Digital Radio System for Local Government.

ARTICLE 2. TERMS AND CONDITIONS

2.1 Term. This Agreement shall be effective for a period of ten (10) years from the Effective Date ("Initial Term"), unless otherwise terminated pursuant to the terms of this Agreement. The Agreement may be renewed for one (1) additional ten (10) year renewal term, provided the parties agree in writing to exercise the renewal prior to the expiration of the Initial Term. The expiration or termination of this Agreement is subject to the terms of Section 3.2, which shall survive expiration or termination of the Agreement until the conclusion of the Transition Period as defined therein.

2.2 Transfer of FCC Licenses. The City will transfer the FCC Licenses to the County within sixty (60) days of the Effective Date, or as otherwise agreed by the parties in writing. Such transfer must be in accordance with all applicable FCC rules and regulations governing the FCC Licenses, including without limitation 47 C.F.R. § 90.179. The parties shall reasonably cooperate in completing any necessary FCC-related documents or taking other administrative actions as may be necessary to effect the transfer of the FCC Licenses.

2.3 Radio System Operation. The FCC Licenses shall be incorporated by the County into the County's Radio System. The Radio System, inclusive of the FCC Licenses upon transfer of same, is under the sole control of County, as required by FCC regulations, for the duration of this Agreement inclusive of the Transition Period as defined by Section 3.2.

a. The City may use the Radio System in accordance with the terms of this Agreement and any applicable operating procedures or protocols. The County will permit the City's usage of the County's licensed frequencies, talk groups, and those components of its Radio System required for inter-operable communication, subject to reasonable limitations on the foregoing as may be imposed by the County.

b. Each Party will provide any equipment necessary to use the Radio System and shall be responsible for its own costs in obtaining and maintaining such equipment, unless otherwise agreed by the parties in writing. Each party agrees and stipulates that only certified Motorola repair facilities or employees authorized by County are permitted to program or repair any radio that receives or transmits on the Radio System.

c. Any radio that is determined by County to be (i) in violation of FCC regulations; (ii) operating in violation of the terms and conditions of this Agreement or of any operating procedures or protocols established by County; (iii) causing interference; or (iv) found to have duplicate identification numbers, shall be immediately inhibited and removed from use and access to the Radio System. If requested by the County, the City shall take all steps necessary to effect the requested inhibition or removal of the radio. Upon inhibiting any radio, the Party taking the action must notify the Radio Coordinator of other Party as soon as possible, but in any event within twenty-four (24) hours of the inhibition of the radio.

d. If any radio programmed to operate on the Radio System is lost, stolen, or destroyed ("Lost Radio"), the identification number of the Lost Radio will be removed from the Radio System. The Party responsible for the Lost Radio shall notify the other Party within twenty-four (24) hours, and, if lost or stolen, file a police report on same. Identification numbers removed from the Radio System in this manner will stay inactive for a period of at least one (1) year unless the Lost Radio is accounted for and destroyed or the Lost Radio is located and returned to service, in which event the Party returning the Lost Radio to service shall provide written notice to the other Party of the circumstances of the return of the Lost Radio and the identification number of same.

e. Each Party shall ensure that all of its employees, agents, vendors, and consultants using the Radio System comply with all applicable laws and regulations, including FCC regulations, any applicable operating procedures or protocols established by the County, and the terms of this Agreement.

2.4 Use Protocols. Prior to the first transmission by the City on the Radio System, the County shall establish written protocols which shall govern the end user operation on the Radio System, including the issuance of identification numbers and the assignment of talk groups or other radio resources. Protocols will include common standards of operation to simplify communication when using shared talk groups, including methods of self-identification, and the use of "plain language" rather than "lingo" or codes. Upon provision and notice to City of the County's protocols for use of the Radio System, such protocols shall be incorporated into this Agreement as if fully set forth herein.

2.5 Radio Coordinators. Within sixty (60) days of the Effective Date, each Party will appoint a Radio Coordinator and provide the name and 24-hour contact information of the appointed Radio Coordinator to the other Party.

2.6 User Fees. The County will waive any otherwise applicable user fees for the City's use of the Radio System for up to 280 users. Any users in addition to the base 280 users will be subject to the regularly-applicable user fees. Any and all use of the Radio System by the City shall be subject to the then-current terms of use and any applicable protocols for the County's Radio System.

2.7 Excluded Services. This Agreement does not in any way address or affect dispatch services or the provision of same.

ARTICLE 3. MISCELLANEOUS

3.1 Time is of the Essence. The Agreement shall become effective on the date it is fully executed by the parties. Time is of the essence for all performance required under this Agreement.

3.2 Termination and Expiration. This Agreement may be terminated by either party with or without cause upon ninety (90) days' prior written notice, subject to the terms of Section.

a. Within two (2) years of the expiration or termination of this Agreement, County shall complete the return transfer of the FCC Licenses from County to the City in accordance with all applicable FCC rules and regulations governing the FCC Licenses, including without limitation 47 C.F.R. § 90.179. The parties shall reasonably cooperate in completing any necessary FCC-related documents or taking other administrative actions as may be necessary to effect the transfer.

b. For the period of two (2) years from the expiration or termination of this Agreement or until the FCC Licenses are transferred back from County to the City, whichever is shorter ("Transition Period"), County will retain exclusive control and right to operate the FCC Licenses in accordance with Sections 2.3 and 2.4.

c. The rights and obligations of this Section 3.2 shall survive expiration or termination of this Agreement and shall continue to be binding on the Parties until the end of the Transition Period.

3.3 Third Party Beneficiaries. The parties acknowledge that there are no third party beneficiaries under this Agreement.

3.4 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY:
Director, Office of Regional Communications and Technology
Attn: Rick Carpani
115 S. Andrews Ave., Suite 325
Ft. Lauderdale, Florida 33301
Email address: rcarpani@broward.org

NOTICE TO CITY:
City of Pompano Beach IT Department
100 W. Atlantic Blvd.
Pompano Beach, FL 33060
Email address: ITSupport@copbfl.com

3.5 Joint Preparation. This Agreement has been jointly prepared by the parties hereto, and shall not be construed more strictly against either party.

3.6 Headings And Interpretation. The 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.

3.7 Governing Law, Venue And Waiver Of Jury Trial. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The parties agree that 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. **BY ENTERING INTO THIS AGREEMENT, THE COUNTY AND THE CITY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT.**

3.8 Amendments. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party.

3.9 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof 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.

3.10 Sovereign Immunity. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the County or the City to the extent sovereign immunity may be applicable.

3.11 Incorporation By Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference.

3.12 Counterparts. 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.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2014, and CITY OF POMPANO BEACH, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

WITNESS:

_____
(Signature)

_____
(Print Name of Witness)

_____
(Signature)

_____
(Print Name of Witness)

BROWARD COUNTY, by and through its County Administrator

By_____
County Administrator

____ day of _____, 20___

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By_____
René D. Harrod (Date)
Assistant County Attorney

RDH
2014-12-15 Pompano Interlocal re Radio System
12/15/14

CITY OF POMPANO BEACH

ATTEST:

CITY OF POMPANO BEACH

_____
CITY CLERK

By: _____
CITY MAYOR

_____
Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this AGREEMENT as to form and legal sufficiency subject to execution by the parties:

_____
City Attorney

"CITY":

Witnesses:

_____

_____

CITY OF POMPANO BEACH

By:_____
LAMAR FISHER
MAYOR

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Meeting Date: January 13, 2015 Agenda Item 5

REQUESTED COMMISSION ACTION:

X Consent ___ Ordinance X Resolution ___ Consideration ___ Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUPPLEMENTAL PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO GENERAL AVIATION SECURITY ENHANCEMENTS AT THE POMPANO BEACH AIR PARK; PROVIDING AN EFFECTIVE DATE. ($40,900)

SUMMARY OF PURPOSE AND WHY:

Staff is requesting and recommending Commission approval to accept supplemental grant funding in the amount of $52,400 from the Florida Department of Transportation towards General Aviation Security Enhancements at the Air Park. The City has previously been awarded $111,200 in FY2013 for security enhancements. During the bidding process bids came in higher than engineers estimated. The low bidder (Powercom) came in at $187,500. The supplemental funding allows the City to move forward with these recommended security enhancements which include access control consisting of CCTV installation at each entry gate and additional lighting for the Air Park entryways and parking lot.

Accomplishing this item supports achieving initiative "1.1 Improve crime response and crime prevention and approaches" identified in the City's: Quality and Affordable Services Strategy

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Staff
(2) Primary staff contact: Robert A. McCaughan / Steve Rocco Ext 4097/4129
(3) Expiration of contract, if applicable: June 30, 2015
(4) Fiscal impact and source of funding: Supplemental funding source accounted and provided for as part of the City's adopted five (5) year CIP Project # 13-237 ($40,900)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	12/11/14	APPROVE	Robert A. McCaughan
General Services	12/17/14	APPROVE	
Finance	12/26/14	APPROVE	
City Attorney	12/29/14	APPROVE	
Budget	12-26-14	APPROVE	

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

City Attorney's Communication #2015-307
December 4, 2014

TO: Steven Rocco, Air Park Manager

FROM: Gordon B. Linn, City Attorney

RE: Resolution – FDOT Supplemental Joint Participation Agreement
General Aviation Security Enhancements at the Air Park

As requested in your memorandum dated November 24, 2014, Air Park Memorandum No. 2015-0002, the above-referenced Resolution is attached and captioned as follows:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO GENERAL AVIATION SECURITY ENHANCEMENTS AT THE POMPANO BEACH AIR PARK; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

GORDON B. LINN

GBL/jrm
l:cor/airpark/2015-307

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO GENERAL AVIATION SECURITY ENHANCEMENTS AT THE POMPANO BEACH AIR PARK; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and the State of Florida Department of Transportation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/4/14
l:reso/2015-129

PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 1

Financial Project No.: 433943-1-94-01 (item-segment-phase-sequence)	Fund: DPTO	FLAIR Approp.: 088719
	Function: 637	FLAIR Obj.: 750004
	Federal No.:	Org. Code: 55042010429
Contract No.:	DUNS No.: 80-939-7102	Vendor No.: VF596000411033
CFDA Number:	CSFA Number: 55.004	

THIS AGREEMENT, made and entered into this _____ day of _____

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and City of Pompano Beach

1001 Northeast 10th Street Pompano Beach, FL 33060

hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 28 th day of May , 2013 entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of $ 163,600.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended

General Aviation Security Enhancements

2.00 Project Cost:

Paragraph 3.00 of said Agreement is ● increased ○ decreased by $ 65,500.00 bringing the revised total cost of the project to $ 204,500.00

Paragraph 4.00 of said Agreement is ● increased ○ decreased by $ 52,400.00 bringing the Department's revised total cost of the project to $ 163,600.00

3.00 Amended Exhibits:

Exhibit(s) B & D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement 6/30/2015.

5.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 433943-1-94-01

Contract No. _____

Agreement Date _____

Except as hereby modified, amended or changed, all other terms of said Agreement dated 5/28/2013 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY	FDOT
City of Pompano Beach	See attached Encumbrance Form for date of Funding Approval by Comptroller
AGENCY NAME	
SIGNATORY (PRINTED OR TYPED)	LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
	Gerry O'Reilly
SIGNATURE	DEPARTMENT OF TRANSPORTATION
	Director of Transportation Development
TITLE	TITLE

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Financial Project No. 433943-1-94-01

Contract No. _____

Agreement Date _____

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Pompano Beach 1001 Northeast 10th Street Pompano Beach, FL 33060

dated _____

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Additional funds as a result of higher bids than anticipated.

		As Approved	As Amended	Net Change
I.	Project Cost	$139,000.00	$204,500.00	$65,500.00

		As Approved	As Amended	Net
II.	Fund	DPTO	DPTO	DPTO
	Department:	$111,200.00	$163,600.00	$52,400.00
	Agency:	$27,800.00	$40,900.00	$13,100.00
	Federal:	$0.00	$0.00	$0.00
	Total Project Cost	$139,000.00	$204,500.00	$65,500.00

Comments:

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	Amount
2013	$111,200.00
2015	$52,400.00

CITY OF POMPANO BEACH----BID TABULATION
Bid# :E-62-14 Title: Pompano Beach Air Park General Aviation Security Enhancements (rebid)
Date: 8/6/14

	Bidder:	JLS Security Plus, LLC 12370 NW 18th Street Pembroke Pines, FL 33026	Powercom, LLC 2511 NW 16 Ln. #8 Pompano Bch, FL 33064
1	Furnish all labor, equipment, tools and materials for installation of parking lot light poles/fixtures, CCTV Camera System, and Security Lighting, all in compliance with existing applicable Building Codes, and as specified in "Plans" and "Specs".		
	GRAND TOTAL	**$190,015.25**	**$180,010.00**
	Bid Alternate: Relocate West Gate Fencing and Electric complete, in place.	**$23,000.00**	**$7,500.00**
	Bid Bond Incuded?	**5%**	**5%**
	Completion Time/Calendar Days	135	90
	Notes:	Entered substantially completed in 120 days, and completed and ready for payment in 15 days.	

pompano beach
Florida's Warmest Welcome

Phone: (954) 786-4061 **City of Pompano Beach** Fax: (954) 786-4028
Engineering Department

MEMORANDUM NO. 14-159

DATE: September 10, 2014

TO: Otis Thomas, General Services Director

FROM: Tammy Good, P.M.P., Civil Engineer II

SUBJECT: Award Bid to Powercom, LLC-E-62-14

On August 6, 2014, the City received and opened bids for the above referenced project. The lowest bidder is Powercom, LLC. in the amount of **$187,510.00** for Airpark Security Enhancements Project. The CIP for this project is 13-237, account #465-7515-542.65-12. FDOT is providing grant money for this project in the amount of $111,200.

The engineer of record has checked references for this contractor and his letter of recommendation is attached. I feel confident this contractor has the necessary experience and knowledge to complete the scope of services for this project within the schedule and budget submitted . Please have the bid award recommendation for this project placed on the agenda for approval at the next available commission meeting.

If any additional information is needed regarding this matter, please do not hesitate to contact me at x5512. Thank you.

Enclosures:

Kimley»Horn

Date: September 4, 2014

Ms. Tammy Good
Civil Engineer II
City of Pompano Beach
1201 NE 5th Avenue
Pompano Beach, Florida 33060

Re: Pompano Beach Air Park
General Aviation Security Enhancements
Bid Number E-62-14
KHA Project Number 040985024

Dear Tammy:

Kimley-Horn and Associates, Inc. has reviewed the bids submitted for the above mentioned project. A summary is included herein:

Bidder	Base Bid	Add Alternate Bid	Total with Alternate
Powercom, LLC	$180,010.00	$7,500.00	$187,510.00
JLS Security Plus LLC	$190,015.25	$23,000.00	$213,015.25
Engineers Estimate of Probable Construction Cost	*$148,780.00*	*$10,800.00*	*$159.580.00*

As you are aware this project is a re-bid of an earlier advertisement in which the low bidder's proposal included a mathematical error and caused their bid to be thrown out and the project readvertised.

As noted above, a total of two (2) firms submitted proposals for the project. Powercom, LLC provided bids for both advertisements.

In reviewing the apparent low bidder's proposal, Powercom, LLC, the most relevant reference was contacted. Allied Contractors, Inc., whom has performed work at Fort Lauderdale-Hollywood International Airport, used Powercom, LLC as an electrical

subcontractor. Allied gave Powercom, LLC a most favorable recommendation and indicated they are being used on other projects.

Based on a review of the bid prices, Kimley-Horn and Associates, Inc. recommends Powercom, LLC for award of the construction contract subject to a legal review by the City. Further, we recommend award for the base bid plus the alternate subject to available funds.

Should you have any questions or comments regarding the information provided please do not hesitate to contact me.

Regards,

L. Michael Carey, P.E.
Vice President

RESOLUTION NO. 2013- 239

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RELATING TO GENERAL AVIATION SECURITY ENHANCEMENTS AT THE POMPANO BEACH AIR PARK; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and the State of Florida Department of Transportation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 14th day of May, 2013.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/ds
4/19/13
l:reso/2013-257

PLEASE RETURN TO:
Mary L. Chambers, MMC
City Clerk
P.O. Drawer 1300, Suite 253
Pompano Beach, FL 33061

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

FINANCIAL PROJECT NO.: 433943-1-94-01 (Item-segment-phase-sequence)	Fund: SAFE Function: 637	FLAIR Approp: 088719
Contract No: AR102	Federal No:	FLAIR Obj.: 750004 Org. Code: 55042010428 Vendor No: VF596000411033
Catalog of Federal Domestic Assistance Number:	Catalog of State Financial Assistance Number: 55.004	

THIS AGREEMENT, made and entered into this 28th day of, May 2013, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Pompano Beach 1001 NW 10th Street Pompano Beach, Fl. 33060 hereinafter referred to as AGENCY. The Department and Agency agree that all terms of this Agreement will be completed on or before 6/30/2015 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

WITNESETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 322.006(6) Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: General Aviation Security Enhancements

and as further described in Exhibit(s) A, B, C, & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is $ 139,000.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 111,200.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement;

(c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☑ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☑ is not applicable. If applicable, __ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      3400 West Commercial Boulevard Fort Lauderdale, FL 33309

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   3400 West Commercial Boulevard Fort Lauderdale, FL 33309

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

   3400 West Commercial Boulevard Fort Lauderdale, FL 33309

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      3400 West Commercial Boulevard Fort Lauderdale, FL 33309

   B. The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

      3400 West Commercial Boulevard Fort Lauderdale, FL 33309

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 West Commercial Boulevard Fort Lauderdale, FL, FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S.

8.13 For real property acquired, submit;

(a) the date the Agency acquired the real property,

(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 6/30/2015. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the _____. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline, 877-693-5236.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 433943-1-94-01

Contract No. AR102

Agreement Date 5/28/13

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY	FDOT
City of Pompano Beach AGENCY NAME	See attached Encumbrance Form for date of Funding Approval by Comptroller 5-17-13
See Attached City Signature Page 14-A SIGNATORY (PRINTED OR TYPED)	LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
SIGNATURE	Gerry O'Reilly DEPARTMENT OF TRANSPORTATION
TITLE	Director of Transportation Development TITLE

"CITY":

Witnesses:

Signature

Signature

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER
MAYOR

By: _____
DENNIS W. BEACH,
CITY MANAGER

Attest:

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20th day of May, 2013 by **LAMAR FISHER**, as Mayor; **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Commission Number

Fin. Proj. No.: 433943-1-94-01
Contract No : AR102
Agreement Date: 5/28/13

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and **City of Pompano Beach.**

PROJECT LOCATION: Pompano Beach Airpark

PROJECT DESCRIPTION: General Aviation Security Enhancements

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The plans and specifications review required in paragraph 15.00 of the Agreement shall include an Engineer Certification and compliance with Department requirements as outlined in Exhibit "C".

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Effective July 1, 2010, Section 215.971 of the Florida Statutes, requires agreements with the State to contain a scope of work that clearly establishes quantifiable and measurable deliverables. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. The items must be submitted and approved through the Florida Aviation Database http://www.florida-aviation-database.com/ filed under the appropriate Financial Management (FM) number to meet the deliverable requirements. The deliverables must be received and accepted by the Department prior to the payment of services. The Department of Financial Services Internet link below provides guidance on clear and comprehensive scopes and deliverables development. The scope of work and deliverables are specifically addressed in chapter 3:

http://www.myfloridacfo.com/aadir/docs/ContractandGrantManagementUserGuide.pdf

Narrative	Design and installation of new security enhancements for the airport. The project consists of installing 10 CCTV Cameras (5 fixed/5ptz), 10 high mast lights and Gate replacement/Upgrades for the vehicular entry points. Includes software, computer and video management system.

Justification This project was recommended after completion of the Statewide General Aviation Airport Security Assessments conducted by the Florida Department of Transportation. The Pompano Beach Airpark has security obstacles in place such as electric gates that remain open during business hours and are closed by a timer at the end of the day. At this time there is no positive access control to determine who enters the airport property and at what time. This security enhancement will allow airport staff to have better access control.

SCOPE OF SERVICES

Design Phase

1. The Agency must submit a signed copy of an agreement between the Agency and its third-party consultant, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the third-party consultant. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
   a. Percentage Completed. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
   b. Completed Tasks. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Construction Phase

4. The Agency must submit a signed copy of an agreement between the Agency and its contractor, incorporating the scope of services and schedule of values

which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the contractor. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

a. Percentage Completed. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
b. Completed Tasks. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Financial Project No. 433943-1-94-01
Contract No. 4R102
Agreement Date 5/28/13

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and The City of Pompano Beach

1001 NE 10th Street Pompano Beach, Fl 33306

referenced by the above Financial Project Number.

I.	PROJECT COST:		$139,000.00
	TOTAL PROJECT COST:		$ 139,000.00
II.	PARTICIPATION:		
	Maximum Federal Participation		
	FTA, FAA	(0 %) or	$ 0.00
	Agency Participation		
	In-Kind	(20 %) or	$ 27,800.00
	Cash	(%) or	$
	Other	(%) or	$
	Maximum Department Participation,		
	Primary		
	(SAFE)	(80 %) or	$ 111,200.00
	Federal Reimbursable	(%) or	$
	Local Reimbursable	(%) or	$
	TOTAL PROJECT COST		$ 139,000.00

Financial Project No. 433943-1-94-01

Contract No. AR102

Agreement Date 5/28/13

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Pompano Beach 1001 Northeast 10th Street Pompano Beach, FL 33060

A. General

1. Duration: The terms, conditions, and assurances of the Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date that the Agreement is executed. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with state funds.

2. Obligation: The Agency shall honor these assurances for the duration of this Agreement. If the Agency takes any action that is not consistent with these assurances, the full amount of this Agreement will immediately become due and payable to the Florida Department of Transportation.

B. General Assurances

The Agency hereby assures that:

1. Good Title: It holds good title, satisfactory to the Department, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Department that good title will be acquired.

2. Preserving Rights and Powers:

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Department, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Agency. This shall be done in a manner acceptable to the Department.

b. If an arrangement is made for management and operation of the airport by any agency or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained according to applicable federal and state laws, regulations, and rules.

3. Hazard Removal & Mitigation: It will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

4. Compatible Land Use: It will take appropriate action to ensure local government adoption of airport zoning ordinances that comply with Chapter 333, F.S. The ordinances shall address height restrictions and other potential aviation hazards and limitations on incompatible land uses in the vicinity of the airport. The vicinity of the airport includes all areas that will be affected by normal aircraft operations and noise.

The Agency assures that it will take appropriate action to oppose and/or disapprove any attempted change in local land use regulations that would adversely affect the continued level of airport operations by the creation or expansion of incompatible land use areas. The Agency assures that it will provide the Department with a copy of all local airport zoning ordinances, codes, rules, regulations, and amendments, including proposed and granted variances thereto.

5. Consistency with Local Plans: It will take appropriate actions to have the current airport master plan adopted into the local government comprehensive plan at the earliest feasible opportunity.

6. Airport Layout Plan:

a. It will keep a layout plan of the airport up to date showing:

(1) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) Location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) Location of all existing and proposed non-aviation areas and of all existing improvements thereon.

b. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department. The Agency will not make or permit any changes or alterations in the airport or any of its facilities that are not in conformity with the airport layout plan as approved by the Department and which might, in the opinion of the Department, adversely affect the safety, utility, or efficiency of the airport.

7. Fee and Rental Structure: It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport taking into account such factors as the volume of traffic and economy of collection. If this Agreement results in a facility that will be leased or otherwise produces revenue, the Agency assures that the revenue will be at fair market value or higher.

8. Airport Revenue: That all revenue generated by the airport will be expended for capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

9. Financial Plan: It will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements depicted in the airport layout plan. The financial plan shall be a part of the airport master plan. The financial plan shall realistically assess project phasing considering availability of state funding and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system. All project cost estimates contained in the financial plan shall be entered in the Joint Automated Capital Improvement Program (JACIP) Online Web site. The JACIP Online information shall be kept current as the financial plan is updated.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

10. Operation & Maintenance: The airport and all facilities which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation. The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department. The Agency will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when flooding or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Agency.

11. Economic Nondiscrimination: It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

12. Exclusive Rights: It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

13. Federal Funding Eligibility: It will take appropriate actions to maintain federal funding eligibility for the airport. Further, it will avoid any action that renders the airport ineligible for federal funding.

14. Termination of Agreement: It will make expenditures or incur obligations pertaining to this Agreement within two years after the date of this Agreement or the Department of Transportation may terminate this Agreement. The Agency may request a one-year extension of this two-year time period. The District Secretary shall have approval authority.

15. Retention of Rights and Interests: It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in the Agreement without approval by the Department.

16. Consultant, Contractor, Scope, and Cost Approval: It will grant the Department the right to disapprove the Agency's employment of specific consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department. Further, the Agency assures that it will grant the Department the right to disapprove the proposed project scope and cost of professional services.

17. Airfield Access: The Agency will not grant or allow easement or access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage.

18. Project Development: All project related work will comply with federal, state, and professional standards; applicable Federal Aviation Administration advisory circulars; and Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*.

C. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

1. Project Scope: Execute the project in accordance with the approved project narrative or with approved modifications.

2. Reports: Furnish the Department with such periodic project and work activity reports as required.

3. Public Information: Make such material available for examination by the public. No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

4. Disclosure: Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

5. Department Guidelines: Comply with Department airport master planning guidelines if the project involves airport master planning or developing an airport layout plan. This includes:

a. Providing copies, in electronic and editable format, of final project materials to the Department. This includes computer-aided drafting (CAD) files of the airport layout plan.

b. Developing a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the airport master plan or depicted in the airport layout plan. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system.

c. Entering all projects contained in the cost-feasible plan out to twenty years in the Joint Automated Capital Improvement Program (JACIP) database.

6. No Implied Commitments: Understand and agree that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

D. Land Acquisition Projects

If this project involves land purchase, the Agency assures that it will:

1. Applicable Laws: Acquire the land interest in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; the National Environmental Policy of 1969; FAA Order 5100.37A; FAA Order 5050.4A.; chapters 73 and 74, F.S., when property is acquired through condemnation; and section 286.23, F.S.

2. Administration: Maintain direct control of project administration, including:

a. Maintaining responsibility for all contract letting and administrative procedures necessary for the acquisition of the land interests.

b. Securing written permission from the Department to execute each agreement with any third party.

c. Furnishing a projected schedule of events and a cash flow projection within twenty (20) calendar days after completion of the review appraisal.

d. Establishing a project account for purchase of land interests.

e. Collecting and disbursing federal, state, and local project funds.

3. Loans: Comply with the following requirements if the funding conveyed by this Agreement is a loan for land purchase according to Chapter 332, F.S.:

a. The Agency shall apply for a Federal Aviation Administration Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

b. If federal funds are received for the land purchase, the Agency shall notify the Department by U.S. Mail within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares as described in Chapter 332, F.S.

c. If federal funds are not received for the land purchase, the Agency shall reimburse the Department to achieve normal project state and local funding shares as described in Chapter 332, F.S., within 30 calendar days after the loan matures.

d. If federal funds are not received for the land purchase and the state funding share of the land purchase is less than or equal to normal state and local funding shares as described in Chapter 332, F.S., when the loan matures, no reimbursement to the Department shall be required.

4. New Airports:

a. Protect the airport and related airspace by ensuring local government adoption of an airport zoning ordinance or amending an existing airport zoning ordinance, consistent with the provisions of Chapter 333, F.S., prior to the completion of the project.

b. Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

c. Complete an airport master plan within two years of land purchase.

d. Complete construction necessary for basic airport operation within ten years of land purchase.

5. Use of Land: The Agency shall use the land for aviation purposes in accordance with the terms of this Agreement within ten years after the acquisition date.

6. Disposal of land: For land purchased under an Agreement for airport noise compatibility or airport development purposes, disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

E. Aviation Construction Projects

If this project involves construction, the Agency assures that it will:

1. Certifications: Provide certifications that:

a. Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

b. All design plans and specifications comply with federal, state, and professional standards and applicable Federal Aviation Administration advisory circulars.

c. The project complies with all applicable building codes and other statutory requirements.

d. Completed construction complies with the project plans and specifications. Such certification must include an attestation from the Engineer that the project was completed per the approved project plans and specifications.

2. Design Development Criteria: The plans, specifications, construction contract documents, and any and all other similar engineering, construction, and contractual documents produced by the Engineer for the project is hereinafter collectively referred to as "plans" in this Exhibit.

Plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

Plans shall be consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement.

The Engineer shall perform a thorough review of the requirements of the following standards and make a determination as to their applicability to this project. Plans produced for this project shall be developed in compliance with the applicable requirements of these standards:

- Federal Aviation Administration Regulations and Advisory Circulars
- Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*
- Florida Department Of Transportation Standard Specifications For Construction Of General Aviation Airports
- Manual Of Uniform Minimum Standards For Design, Construction And Maintenance For Streets And Highways, commonly referred to as the Florida Greenbook
- Manual on Uniform Traffic Control Devices

Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations that apply to the scope and location of the project.

3. Construction Inspection & Approval: Provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project. The Agency assures that it will allow the Department to inspect the work. The Department may require cost and progress reporting by the Agency.

4. Pavement Preventative Maintenance: With respect to a project for the replacement or reconstruction of pavement at the airport, implement an effective airport pavement maintenance management program and the Agency assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

F. Noise Mitigation Projects

If this project involves noise mitigation, the Agency assures that it will:

1. Local Government Agreements: For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, enter into an agreement with that government. The agreement shall obligate the unit of local government to the same terms, conditions, and assurances that apply to the Agency. The agreement and changes

thereto must be satisfactory to the Department. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

2. Private Agreements: For noise compatibility projects to be carried out on privately owned property, enter into an agreement with the owner of that property to exclude future actions against the airport. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 433943-1-94-01

Contract No. AR102

Agreement Date 5/28/13

EXHIBIT "D"

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

(e.g., What services or purposes the resources must be used for)
(e.g., Eligibility requirements for recipients of the resources)
(Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
		$

Compliance Requirements

STATE RESOURCES

State Agency	Catalog of State Assistance (Number & Title)	Amount
Florida Department of Transportation	55.004	$111,200.00

Compliance Requirements

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

EXHIBIT "D"

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects;
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

-Land acquisition (for land in an approved master plan or ALP);
-Mitigation land (on or off airport);
-Aviation easements;
-Right of way;
-Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

-Any airport improvement and land purchase that will enhance economic impact;
-Building for lease;
-Industrial park infrastructure and buildings;
-General aviation terminals that will be 100 percent leased out;
-Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

EXHIBIT "D"

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans
The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
		$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

Meeting Date: 01/13/15 Agenda Item 6

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance ____ Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE Approval to award Bid E-04-15, Pharmaceuticals for EMS, to the low bidder, Bound Tree Medical LLC, for an annual open-end contract, at an estimated cost of $100,035.91 per year.

Summary of Purpose and Why:

Bid E-04-15 was issued to establish an annual, open-end contract for the purchase of pharmaceuticals, to be ordered as needed, for use by the EMS Division of the Fire Department during responses to medical assistance calls. Bid award is recommended to the low bidder, Bound Tree Medical LLC, at the unit prices bid. The contract period is one year, commencing upon award by the City Commission, with contract renewals possible as stated in the bid specifications. Based on the estimated quantity of items to be purchased, and the unit prices submitted by the lowest bidder, annual expenditures from this contract may total $100,035.91. City Commission approval of this contract award is requested.

(1) Origin of request for this action: staff
(2) Primary staff contact:: John Jurgle, Fire Chief 954 786-4510
(3) Expiration of contract, if applicable: n/a
(4) Fiscal impact and source of funding: As needed, from account 140-2231-522.52-52, EMS Special District Fund / Emergency Medical Service / Special Supplies.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Fire	12/23/14	Approved	
General Services	12/22/14	Approve	
Finance	12/26/14	Approve	
Budget	12-26-14	Approve	

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading ____	1st Reading ____	Results:	Results:
2nd Reading ____			

MEMORANDUM

Purchasing #15-030
December 19, 2014

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director OJT

From: Jeffrey English, Purchasing Agent

Subject: Award Bid E-04-15, Pharmaceuticals for EMS

Contract Need/Background

Bid E-04-15 was issued to establish an annual, open-end contract for the purchase of various pharmaceuticals used by the EMS Division of the Fire Department. The Fire Chief recommends the contract be awarded to the low bidder, Bound Tree Medical LLC. Attached you will find copies of the memorandum and bid award recommendation form submitted by the Fire Department, copies of the bid tabulation, and bid solicitation document.

Bidders List

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

Number of firms responding with complete bids 1
Number of firms responding with incomplete bids 1

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page.

Funding

The total annual value of this contract, based on the unit prices from the low bidder, and the estimated quantity of pharmaceutical items that might be required, is $100,035.91. Pharmaceuticals will be ordered, as needed, from budgeted funds in account 140-2231-522.52-52, EMS Special District Fund/EMS Pharmaceutical Supplies.

Award Recommendation

After reviewing the responses to this bid with the Fire Department, it is recommended that a one-year contract award be made to the low bidder, Bound Tree Medical LLC, at the unit prices bid. The contract period will be one (1) year, commencing upon award by the Commission, with possible renewal, subject to the terms and conditions contained in the bid specifications.

cc: file

Pompano Beach
Fire Rescue

FIRE ADMINISTRATION
MEMO # 15-A030

To: Otis Thomas, Purchasing Department

From: Michael Hohl, Division Chief

Date: 12/18/14

Re: Pharmaceutical Bid Award

It is recommended that the Pharmaceutical Bid E-04-15 be awarded to Bound Tree Medical, which is the lowest responsive bid. This bid award is necessary in order to purchase the pharmaceuticals needed to provide advanced life support emergency medical services (EMS) in Pompano Beach.

Cc. John Jurgle, Fire Chief

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Jeff English Date 12/11/14

To: Fire Department Attn.: Michael Hohl

Subject: Bid No. E-04-15 Item/service: Pharmaceuticals for EMS

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

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

1. SOURCE OF FUNDS:

Budgeted Code: 140-2231-522.52-52

Title: EMS Pharmaceutical Supply

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Bound Tree Medical LLC

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

Yes X No _____

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

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

Yes _____ No _____ Not applicable for this bid X

Signature: [signature] Date: 12-16-2014

Title: Fire Chief
(Department Head)

CITY OF POMPANO BEACH -- BID TABULATION
Bid #: E-04-15 Title: Pharmaceuticals for EMS
Date 12/11/2014

		Bidder:	Bound Tree Medical LLC 5000 Tuttle Crossing Dublin, OH 43016	Moore Medical LLC 1690 New Britain Ave. Farmington, Ct. 06034
Item No.	Est. Annual Usage	Description		
1	125 each	Adenocard Injection, 3mg/mL, 2mL pre-filled syringe, Fujisawa NDC #00469-823-412	$33.95	
		Total for 125:	$4,243.75	
		Mfr. & NDC # quoted:	Sagent, NDC #25021-0301-67	
2	50 each	Adenocard Injection, 3mg/mL, 4mL pre-filled syringe, Fujisawa NDC #00469-823-414	$48.00	
		Total for 50:	$2,400.00	
		Mfr. & NDC # quoted:	Sagent, NDC #25021-0301-68	
3	30 boxes	Albuterol sulfate solution for inhalation, strength 0.083%, 3mL plastic vial, 25 vials/box, Dey (this item purchased by the box)	$3.95	
		Total for 30:	$118.50	
		Mfr. & NDC # quoted:	Nephron 0487-9501-25	
4	100 each	Amiodarone, 50mg/ml 3ml, Needleless pre-filled syringe, IMS	$12.49	
		Total for 100:	$1,249.00	
		Mfr. & NDC # quoted:	Sagent NDC #25021-0302-66	
5	100 bottles	Aspirin, baby chewable, 81 mg/tablet, 36 tablets/bottle, Goldline	$0.73	
		Total for 100:	$73.00	
		Mfr. & NDC # quoted:	Geri-Care NDC # 5796-911-36	

CITY OF POMPANO BEACH -- BID TABULATION
Bid #: E-04-15 Title: Pharmaceuticals for EMS
Date 12/11/2014

		Bidder:	Bound Tree Medical LLC 5000 Tuttle Crossing Dublin, OH 43016	Moore Medical LLC 1690 New Britain Ave. Farmington, Ct. 06034
Item No.	Est. Annual Usage	Description		
6	235 each	Atropine Sulfate Injection, 1mg/10mL, 10mL pre-filled syringe, Abbott NDC #0074-4911-34	$4.81	
		Total for 235:	$1,130.35	
		Mfr. & NDC # quoted:	IMS 76329-339-1	
7	10 boxes	Atropine Sulfate, 0.4mg/1mL, 20mL Multi-doseVial, box of 10, NDC #0641-2210-43 (this item purchased by the box)	$434.90	
		Total for 10:	$4,349.00	
		Mfr. & NDC # quoted:	West-Ward Pharma, NDC 0641-6006-10	
8	33 each	Calcium Chloride Injection, 10%, 1 gm 10mL, Needleless pre-filled syringe, IMS	$5.45	
		Total for 33:	$179.85	
		Mfr. & NDC # quoted:	IMS NDC #0548-3304-00	
9	100 each	Calcium Gluconate Injection, 10%, 1gm/10mL Vial, NDC #0517-3910-25	$4.68	
		Total for 100:	$468.00	
		Mfr. & NDC # quoted:	Frsenius (Abraxis) 63323-0311-10	
10	20 each	Cetacaine Spray, 56 grams, WH	$78.75	
		Total for 20:	$1,575.00	
		Mfr. & NDC # quoted:	Cetylite Industries 10223-0201-01	
11	4 boxes	Cardizem 5mg/ml, 25mg, VIAL (box of 10) (this item purchased by the box)	$24.00	

CITY OF POMPANO BEACH -- BID TABULATION
Bid #: E-04-15 Title: Pharmaceuticals for EMS
Date 12/11/2014

		Bidder:	Bound Tree Medical LLC 5000 Tuttle Crossing Dublin, OH 43016	Moore Medical LLC 1690 New Britain Ave. Farmington, Ct. 06034
Item No.	Est. Annual Usage	Description		
		Total for 4:	$96.00	
		Mfr. & NDC # quoted:	West-Ward Pharma, NDC 0641-6013-10	
12	30 each	Dextrose (infant solution) 2.5 gm, 25%, 10mL Needleless pre-filled syringe, IMS	$9.05	
		Total for 30:	$271.50	
		Mfr. & NDC # quoted:	Hospira 0409-1775-10	
13	325 each	Dextrose 25gm, 50%, 50mL Needleless pre-filled syringe, IMS	$8.72	
		Total for 325:	$2,834.00	
		Mfr. & NDC # quoted:	IMS Limited, 76329-3301-1	
14	10 boxes	Diazepam Injection, 5mg/mL, 2mL LL Slim-Pak (Carpuject), (box of 10), Abbott NDC #0074-1273-32 (this item purchased by the box)	$192.00	
		Total for 10:	$1,920.00	
		Mfr. & NDC # quoted:	Hospira 0409-1273-32	
15	70 each	Diphenhydramine Hydrochloride Injection, 50mg/mL, 1mL pre-filled syringe, IMS NDC #0548-1390-00	$2.15	
		Total for 70:	$150.50	
		Mfr. & NDC # quoted:	Hospira, #0409-2290-31	
16	60 each	Dopamine Hydrochloride in 5% Dextrose Injection, 250mL pre-mixed bag, Abbott NDC #0074-7809-22	$12.75	

CITY OF POMPANO BEACH -- BID TABULATION
Bid #: E-04-15 Title: Pharmaceuticals for EMS
Date 12/11/2014

		Bidder:	Bound Tree Medical LLC 5000 Tuttle Crossing Dublin, OH 43016	Moore Medical LLC 1690 New Britain Ave. Farmington, Ct. 06034
Item No.	Est. Annual Usage	Description		
		Total for 60:	$765.00	
		Mfr. & NDC # quoted:	Baxter Healthcare-DMG 0338-1007-02	
17	90 each	Epinephrine 1:1000 Injection, 1mg/mL, 30mL vial	$8.45	
		Total for90:	$760.50	
		Mfr. & NDC # quoted:	IMS Limited 76329-9061	
18	350 each	Epinephrine Injection 1:10,000, 0.1mg, 10mL pre-filled syringe, Abbott NDC #0074-4921-34	$6.81	
		Total for 350:	$2,383.50	
		Mfr. & NDC # quoted:	IMS Limited, 76329-3316-1	
19	70 each	Glucagon 1mg/ml VIAL with dilutent	$175.95	
		Total for 70:	$12,316.50	
		Mfr. & NDC # quoted:	Capital Wholesales, NDC 05539-0004-01	
20	50 each	Glucose (Insta-Glucose) 15gm Tubes #3	$1.16	
		Total for 50:	$58.00	
		Mfr. & NDC # quoted:	Boulder Brands Level Foods	
21	10 each	Hydroxocobalamine (Cyano-kit) 5g, single VIAL kit, Meridian NDC #11704-370-01	$914.75	
		Total for 10:	$9,147.50	
		Mfr. & NDC # quoted:	Meridian Medical, NDC11704-0370-01	

CITY OF POMPANO BEACH -- BID TABULATION
Bid #: E-04-15 Title: Pharmaceuticals for EMS
Date 12/11/2014

		Bidder:	Bound Tree Medical LLC 5000 Tuttle Crossing Dublin, OH 43016	Moore Medical LLC 1690 New Britain Ave. Farmington, Ct. 06034
Item No.	Est. Annual Usage	Description		
22	20 boxes	Ipratropium Bromide Solution for Inhalation, 0.02%, 2.5mL plastic vial, 30 vials/box, Nephron (this item purchased by the box)	$4.54	
		Total for 20:	$90.80	
		Mfr. & NDC # quoted:	Nephron 0487-9801-30	
23	20 each	Lidocaine 2%, Jelly, 30ml, WH	$10.75	
		Total for 20:	$215.00	
		Mfr. & NDC # quoted:	Akorn 17478-711-30	
24	30 each	Magnesium Sulfate 50%,5g/10ml Needleless pre-filled syringe Abbott	$22.54	
		Total for 30:	$676.20	
		Mfr. & NDC # quoted:	Hospira 0409-1754-10	
25	20 each	Methylene Blue 1%,10mg/ml VIAL NDC #61703-402-32	$65.90	
		Total for 20:	$1,318.00	
		Mfr. & NDC # quoted:	Akorn 17478-0504-10	
26	4 boxes	Midazolam (Versed) 1mg/ml, 2ml LL Slim-Pak (Carpuject) (10/box) (this item purchased by the box)	$18.75	
		Total for 4:	$75.00	
		Mfr. & NDC # quoted:	Hospira 0409-2306-62	
27	4 boxes	Midazolam (Versed) 5mg/ml, 5ml MDV (10/box) (this item purchased by the box)	$16.75	
		Total for 4:	$67.00	
		Mfr. & NDC # quoted:	West-Ward 0641-6059-10	

CITY OF POMPANO BEACH -- BID TABULATION
Bid #: E-04-15 Title: Pharmaceuticals for EMS
Date 12/11/2014

		Bidder:	Bound Tree Medical LLC 5000 Tuttle Crossing Dublin, OH 43016	Moore Medical LLC 1690 New Britain Ave. Farmington, Ct. 06034
Item No.	Est. Annual Usage	Description		
28	3 boxes	Morphine Sulfate Injection, 10mg/mL, 1mL Slim-Pak (Carpuject)) (10/box) (this item purchased by the box)	$25.70	
		Total for 3:	$77.10	
		Mfr. & NDC # quoted:	Hospira 0409-1893-01	
29	215 each	Naloxone Hydrochloride Injection (Narcan), 1mg/mL, 2mL pre-filled syringe, IMS NDC #0548-1469-00	$37.95	
		Total for 215:	$8,159.25	
		Mfr. & NDC # quoted:	IMS, NDC 76329-3369-1	
30	50 each	Nitrolingual Pump Spray, 400mcg/spray, 12gm bottle of 200 metered doses, First Horizon NDC #59630-300-20	$199.95	
		Total for 50:	$9,997.50	
		Mfr. & NDC # quoted:	Akrimax, #24090-0410-08	
31	20 each	Pralidoxime (Protopam Chloride) 1 gram VIAL, NDC #0046-0374-06	$105.75	
		Total for 20:	$2,115.00	
		Mfr. & NDC # quoted:	Baxter 60977-0141-01	
32	20 each	Scopolamine 0.25% Ophthalmic Solution 10 ml, NDC #0469-0268-25	$9.75	
		Total for 20:	$195.00	
		Mfr. & NDC # quoted:	Frsenius (Abraxis) 63323-0268-01	

CITY OF POMPANO BEACH -- BID TABULATION
Bid #: E-04-15 Title: Pharmaceuticals for EMS
Date 12/11/2014

		Bidder:	Bound Tree Medical LLC 5000 Tuttle Crossing Dublin, OH 43016	Moore Medical LLC 1690 New Britain Ave. Farmington, Ct. 06034
Item No.	Est. Annual Usage	Description		
33	30 each	Sodium Bicarbonate Injection, 4.2%, 10mL pre-filled syringe, Abbott NDC #0074-5534-34	$12.50	
		Total for 30:	$375.00	
		Mfr. & NDC # quoted:	Hospira 00409-5534-34	
34	90 each	Sodium Bicarbonate Injection, 8.4%, 50mL pre-filled syringe, Abbott NDC #0074-6637-34	$9.95	
		Total for 90:	$895.50	
		Mfr. & NDC # quoted:	IMS Limited, 76329-3352-1	
35	40 each	Sodium Thiosulfate 25%, 12.5g/50ml VIAL, NDC #62174-532-74	$98.75	
		Total for 40:	$3,950.00	
		Mfr. & NDC # quoted:	Hope Pharmaceuticals 60267-0705-50	
36	2 boxes	Tetracaine Hydrochloride Opthalmic Solution, drops, 0.5%, unit dose bottle, 12 bottles/box, Bausch & Lomb NDC #24208-920-64 (this item purchased by the box)	$107.88	
		Total for 2:	$215.76	
		Mfr. & NDC # quoted:	Capital Wholesale, NDC #24208-920-64	
37	75 each	Vasopressin Injection USP Synthetic, 20U/mL, 1mL vial, APP NDC #0517-1020-25	$2.34	
		Total for 75:	$175.50	

CITY OF POMPANO BEACH -- BID TABULATION
Bid #: E-04-15 Title: Pharmaceuticals for EMS
Date 12/11/2014

		Bidder:	Bound Tree Medical LLC 5000 Tuttle Crossing Dublin, OH 43016	Moore Medical LLC 1690 New Britain Ave. Farmington, Ct. 06034
Item No.	Est. Annual Usage	Description		
		Mfr. & NDC # quoted:	Fresenius Abraxis 63323-0302-01	
38	1,000 boxes	Bacteriostatic NACL injection, 0.9%, 20mL vial, 25 vials/box, Abbott NDC #0074-1966-07 (this item purchased by the box)	$24.75	
		Total for 1000:	$24,750.00	
		Mfr. & NDC # quoted:	Hospira 0409-1966-07	
39	100 each	Ondanestron HCL (Zofran) 4mg/2ml VIAL	$0.49	
		Total for 100:	$49.00	
		Mfr. & NDC # quoted:	Hospira, 0409-4755-03	
40	30 each	Ketamine HCL 50mg/ml, 10ml VIAL	$4.995	
		Total for 30	$149.85	
		Mfr. & NDC # quoted:	Hospira, NDC 0409-2053-10	
		GRAND TOTAL:	**$100,035.91**	
		Delivery time ARO:	2-3 calendar days	
		Addendum Acknowledged	Yes, Addendum #1	
		Notes:	Lines 20, 31, and Grand Total were corrected for tabulation.	Bid cannot be considered or evaluated, did not price all items as per Detail Specifications section J (1) and is being deemed as non-responsive.

Bidder Name _____

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

BID E-04-15 -- PHARMACEUTICALS FOR EMS

November 14, 2014

The City of Pompano Beach is currently soliciting bids to establish an annual contract for the purchase of pharmaceuticals for use by the Fire Department, Emergency Medical Services. Sealed bids will be received until 2:00 p.m. (local), December 11, 2014, in the Purchasing office at 1190 North East 3rd Avenue, Building C, Pompano Beach, Florida. These bids will then be publicly opened at the above time and date in the presence of City officials. Bid openings are open to the public. All bidders and/or their representatives are invited to be present. Bids may not be submitted by facsimile.

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

There are three (3) sections in this bid: Specifications/Special Conditions, General Conditions, and Proposal. Please read all sections thoroughly. Complete the bid in accordance with the instructions and return all numbered pages, initialed at the bottom of each page, when you submit your bid package. Failure to do so may result in the rejection of your bid.

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

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish an annual, open-end contract for the purchase of pharmaceuticals to be used by the Fire Department, EMS Division, delivered, as and when needed.

B. Contract Period

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

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

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

C. Quantities

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

D. Basis of Award

Award will be made to the lowest responsive, responsible bidder based on the grand total. The City requires a source of supply that is experienced in providing pharmaceuticals to Fire/EMS departments; bidders who do not have this experience will not be considered responsible.

E. Pricing

All prices bid shall be F.O.B. destination (freight prepaid and allowed)/delivered to the City of Pompano Beach Fire Department, Fire Administration, 120 S.W. 3rd Street, Pompano Beach, Florida, 33060, or other location within the City specified on an order.

No minimum order quantities shall be stipulated by bidders.

F. Delivery/Completion

Delivery of any item ordered must be completed within two (2) working days after vendor's receipt of order via telephone or other method.

Bidders are to state the number of calendar days after receipt of an order required for delivery. The City seeks a source of supply that will provide accurate and timely delivery. The awarded bidder must adhere to delivery schedules. If, in the opinion of the General Services Director, the successful bidder(s) fail at any time to meet the requirements herein, including the delivery requirements, then the contract may be cancelled upon written notice. See Section II - General Conditions, (6) "Delivery," and (10) "Default," for additional information.

G. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the City will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their Bid proposal. Addenda will be posted to the City's website.

H. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

I. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

J. Detail Specifications

1. General

The City will award one contract as a result of this bid. Bidders must be able to provide all items as listed in the bid Proposal section.

2. Order Placement

Orders will be placed as needed, in unit packaging as specified for each item. Delivery must be completed two (2) working days after vendor's receipt of order via telephone or other method. Prices to be quoted F.O.B. delivered to the City of Pompano Beach, Fire Administration, 120 S.W. 3rd Street, Pompano Beach, Florida, 33060, or other various locations within the City of Pompano Beach.

Bidders are to provide detail in their bid proposal on the method to place orders.

3. Return Policy

At a minimum, bidders must agree to the following return policy for expired pharmaceuticals:

- A credit of at least 50% of the cost of the item will be allowed for returned expired pharmaceuticals.
- Pharmaceuticals returned for credit will only be those purchased from your firm, and will be returned within sixty days after expiration.
- Controlled substances will not be returned.
- Credits issued to the City will be valid for at least sixty days.

Bidders are to provide detail in their bid proposal on their return/credit policy for expired pharmaceuticals.

4. Items Required

The bid Proposal section contains a description of each item required, and the estimated quantity of each item to be purchased by the City each year.

Items will be ordered as described (individual pre-filled syringe, bottle, etc.) The vendor will stipulate no minimum order.

Items are described with concentration, packaging, and NDC number if known. All products bid must be equivalent to those specified. Bidders are to furnish complete descriptive information for all items, including the NDC number of the item offered, in their bid proposal.

5. Changes in Protocol

If, during the term of the contract, changes are made to the drug protocol used by the Fire Department, items may be deleted or added to this contract. For additional item(s), the City will request a firm price quote on the item(s) for the remainder of the contract period. If this price is acceptable to the City, a change order will be issued to reflect the revised list of item(s) to be purchased from this contract. The City reserves the right to procure the additional item(s) from another source if the price quoted is considered excessive.

6. References

Bidders are to provide reference information in their bid proposal for other Fire/EMS departments that currently, or have in the past, purchased a similar assortment and volume of pharmaceuticals from your firm. Bidders must have experience in supplying pharmaceuticals to Fire/EMS departments.

K. Insurance

The contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

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

C. Real & Personal Property Insurance

The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.

LIMITS OF LIABILITY

	Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY		***MINIMUM $1,000,000 OCCURRENCE/AGGREGATE***	
XX	comprehensive form		
XX	premises - operations	bodily injury	
__	explosion & collapse hazard	property damage	
__	underground hazard		
XX	products/completed operations hazard	bodily injury and	
XX	contractual insurance	property damage	
XX	broad form property damage	combined	
XX	independent contractors		
XX	personal injury	personal injury	
AUTOMOBILE LIABILITY		***MINIMUM $1,000,000 OCCURRENCE/AGGREGATE***	
		bodily injury (each person)	
XX	comprehensive form	bodily injury (each accident)	
XX	owned	property damage	
XX	hired	bodily injury and	
XX	non-owned	property damage combined	
REAL & PERSONAL PROPERTY			
XX	comprehensive form	Organization must show proof they have this coverage.	

EXCESS LIABILITY

__	umbrella form	bodily injury and property damage combined	$2,000,000.	$2,000,000.
__	other than umbrella			

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

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

L. Questions And Communication

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

SECTION II - GENERAL CONDITIONS

1. Submission and Receipt of Bids

1.1. Bidders must use the form furnished by the City.

1.2. Bids having any erasures or corrections must be initialed by the bidder in ink. Bid shall be typewritten or filled in with pen and ink. Manual signature must be in ink.

1.3. It will be the sole responsibility of the bidder to have their bid delivered to the Purchasing office before the closing hour and date shown for receipt of bids.

1.4. Your sealed bid envelope should show the following information:

1.4.1. Your return mailing address in the upper left-hand corner.

1.4.2. Bid Number - write or type the bid number that appears on the first page of the bid form on the line for it on the front of the envelope.

1.4.3. Bid Items - write or type the title of the bid on line "Sealed bid for: _____".

1.5. Use the following address for delivery of bids:

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

1.6. Late bids will not be considered and will be returned unopened.

1.7. Bids transmitted by email or facsimile will not be accepted.

2. Completion of Bid Forms

Bidder is to fill in all of the blank spaces on the bid forms and return all numbered pages. Bidder should initial each page at the bottom to indicate he has read and understands the provisions contained on that page.

3. Signature Required

All bids must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED BIDS WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

4. Prices to be Firm

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

5. Extensions

If there is an error in extensions (mathematical calculations), unit prices will prevail.

6. Delivery

6.1. All items are to be bid F.O.B. delivered with freight charges prepaid and included, to designated addresses as specified by the City on its purchase order(s) or in letter(s) of authorization.

6.2. Bidder must state specific number of calendar days required for delivery of each item bid in appropriate space on the bid pages for consideration of award of this bid.

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

7. Signed Bid Considered an Offer

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

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

8. Quality

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

9. Brand Names

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

10. Default Provisions

In the event of default by the bidder, the City reserves the right to procure the item(s) bid from other sources and will hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a

City contract may be banned from doing business with the City for a period of 36 months from the date of default.

11. Samples

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

12. Acceptance of Materials

The material delivered as a result of this bid shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

13. Manufacturers' Certifications

The City reserves the right to obtain separate manufacturer certification of all statements made in the bid.

14. Copyrights and Patent Rights

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this bid, and successful bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

15. Laws and Regulations

All applicable laws and regulations of the Federal government, the State of Florida, and ordinances of the City of Pompano Beach will apply to any resulting bid award.

16. Taxes

The City of Pompano Beach is exempt from any taxes imposed by the State and Federal government. Exemption certificates will be provided upon request. State sales tax exemption certificate #85 8012621672C-6 and Federal exemption tax #59 74 0083K apply and appear on each purchase order.

17. Conflict of Instructions

If a conflict exists between the General Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics shall govern.

18. Exceptions to Specifications

For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by the City. If exceptions are not stated by the bidder, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the bidder on an attachment included with his bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

19. Warranties

The City of Pompano Beach will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the product(s) offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

20. Retention of Records and Right to Access Clause

The successful bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained until resolution of audit finding.

21. Qualifications/Inspection

Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The General Services Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

22. Anti-collusion Statement

By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud.

Additionally, bidder agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the bidder. In submitting a bid to the City of Pompano Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Pompano Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Pompano Beach. At the City's discretion, such assignment shall be made

and become effective at the time the City tenders final payment to the bidder.

23. Indemnification

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

24. Reservation for Rejections and Award

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified.

25. Interpretations

Any questions concerning the conditions and specifications contained in this bid should be submitted in writing and received by the Purchasing Division no later than seven (7) calendar days prior to the bid opening. The City of Pompano Beach shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

26. Failure to Respond

If you elect not to bid, please return enclosed "Statement of No Response" form by the bid due date, and state your reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your name being removed from our mailing list.

27. Bid Tabulations

Tabulations are posted to the Purchasing page of the City's website. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self addressed envelope with their bid, or by requesting a tabulation be sent to their fax machine. Bid results will not be given out by telephone. The City does not notify unsuccessful bidders of contract awards.

28. Assignment

Successful bidder may not assign or transfer this contract, in whole or part, without prior written approval of the City of Pompano Beach.

29. Termination for Convenience of City

Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the successful bidder, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City the notice of termination to the successful bidder must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

30. Public Entity Crimes

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

31. Governing Procedures

This bid is governed by the applicable sections of the City's General Services Procedures Manual. A copy of the manual is available for review at the City Purchasing office.

32. Identical Tie Bids

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-free Workplace Program. In order to have a Drug-free Workplace Program, a business shall:

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

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

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

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

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

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

33. Invoicing/Payment

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

34. Optional Contract Usage

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

35. Non Discrimination

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

36. Notice To Contractor

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

37. Costs Incurred by Bidders

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

38. Public Records

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

2.1) The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

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

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

2.2) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

Bidder Name _____

SECTION III - PROPOSAL

IMPORTANT!!!
BID MUST BE SIGNED TO BE CONSIDERED FOR AWARD
PER GENERAL CONDITIONS SECTION 3

Item No.	Est. Annual Usage	Description	Unit Price	Total Price
1.	125 each	Adenocard Injection, 3mg/mL, 2mL Needleless pre-filled syringe, Fujisawa NDC #00469-823-412 Mfr. & NDC # quoted: _____	$_____ each	$_____
2.	50 each	Adenocard Injection, 3mg/mL, 4mL Needleless pre-filled syringe, Fujisawa NDC #00469-823-414 Mfr. & NDC # quoted: _____	$_____ each	$_____
3.	30 boxes	Albuterol sulfate solution for inhalation, strength 0.083%, 3mL plastic vial, 25 vials/box, Dey (this item purchased by the box) Mfr. & NDC # quoted: _____	$_____ box	$_____
4.	100 each	Amiodarone, 50mg/ml 3ml, Needleless pre-filled syringe, IMS Mfr. & NDC # quoted: _____	$_____ each	$_____
5.	100 bottles	Aspirin, baby chewable, 81 mg/tablet, 36 tablets/bottle, Goldline Mfr. & NDC # quoted: _____	$_____ bottle	$_____
6.	235 each	Atropine Sulfate Injection, 1mg/10mL, 10mL Needleless pre-filled syringe, Abbott NDC #0074-4911-34 Mfr. & NDC # quoted: _____	$_____ each	$_____

_____ Initial

Bidder Name _____

Item No.	Est. Annual Usage	Description	Unit Price		Total Price
7.	10 boxes	Atropine Sulfate, 0.4mg/1mL, 20mL Multi-doseVial, box of 10, NDC #0641-2210-43 (this item purchased by the box) Mfr. & NDC # quoted: _____	$_____	box	$_____
8.	33 each	Calcium Chloride Injection, 10%, 1 gm 10mL, Needleless pre-filled syringe, IMS Mfr. & NDC # quoted: _____	$_____	each	$_____
9.	100 each	Calcium Gluconate Injection, 10%, 1gm/10mL Vial, NDC #0517-3910-25 Mfr. & NDC # quoted: _____	$_____	each	$_____
10.	20 each	Cetacaine Spray, 56 grams, WH Mfr. & NDC # quoted: _____	$_____	each	$_____
11.	4 boxes	Cardizem 5mg/ml, 25mg, VIAL (box of 10) (this item purchased by the box) Mfr. & NDC # quoted: _____	$_____	box	$_____
12.	30 each	Dextrose (infant solution) 2.5 gm, 25%, 10mL Needleless pre-filled syringe, IMS Mfr. & NDC # quoted: _____	$_____	each	$_____
13.	325 each	Dextrose 25gm, 50%, 50mL Needleless pre-filled syringe, IMS Mfr. & NDC # quoted: _____	$_____	each	$_____

_____ Initial

Bidder Name _____

Item No.	Est. Annual Usage	Description	Unit Price	Total Price
14.	10 boxes	Diazepam Injection, 5mg/mL, 2mL LL Slim-Pak (Carpuject), (box of 10), Abbott NDC #0074-1273-32 (this item purchased by the box) Mfr. & NDC # quoted: _____	$_____ box	$_____
15.	70 each	Diphenhydramine Hydrochloride Injection, 50mg/mL, 1mL Needleless pre-filled syringe, IMS NDC #0548-1390-00 Mfr. & NDC # quoted: _____	$_____ each	$_____
16.	60 each	Dopamine Hydrochloride 400mg in 5% Dextrose Injection, 250mL pre-mixed bag, Abbott NDC #0074-7809-22 Mfr. & NDC # quoted: _____	$_____ each	$_____
17.	90 each	Epinephrine 1:1000 Injection, 1mg/mL, 30mL vial Mfr. & NDC # quoted: _____	$_____ each	$_____
18.	350 each	Epinephrine Injection 1:10,000, 1mg/10mL Needleless pre-filled syringe, Abbott NDC #0074-4921-34 Mfr. & NDC # quoted: _____	$_____ each	$_____
19.	70 each	Glucagon 1mg/ml VIAL with dilutent Mfr. & NDC # quoted: _____	$_____ each	$_____
20.	50 each	Glucose (Insta-Glucose) 15gm Tubes #3 Mfr. & NDC # quoted: _____	$_____ each	$_____
21.	10 each	Hydroxocobalamine (Cyano-kit) 5g, single VIAL kit, Meridian NDC #11704-370-01 Mfr. & NDC # quoted: _____	$_____ each	$_____

_____ Initial

Bidder Name _____

Item No.	Est. Annual Usage	Description	Unit Price	Total Price
22.	20 boxes	Ipratropium Bromide Solution for Inhalation, 0.02%, 2.5mL plastic vial, 30 vials/box, Nephron (this item purchased by the box) Mfr. & NDC # quoted: _____	$_____ each	$_____
23.	20 each	Lidocaine 2%, Jelly, 30ml, WH Mfr. & NDC # quoted: _____	$_____ box	$_____
24.	30 each	Magnesium Sulfate 50%,5g/10ml Needleless pre-filled syringe Abbott Mfr. & NDC # quoted: _____	$_____ each	$_____
25.	20 each	Methylene Blue 1%,10mg/ml VIAL NDC #61703-402-32 Mfr. & NDC # quoted: _____	$_____ each	$_____
26.	4 boxes	Midazolam (Versed) 1mg/ml, 2ml LL Slim-Pak (Carpuject) (10/box) (this item purchased by the box) Mfr. & NDC # quoted: _____	$_____ each	$_____
27.	4 boxes	Midazolam (Versed) 5mg/ml, 5ml MDV (10/box) (this item purchased by the box) Mfr. & NDC # quoted: _____	$_____ box	$_____
28.	3 boxes	Morphine Sulfate Injection, 10mg/mL, 1mL Slim-Pak (Carpuject)) (10/box) (this item purchased by the box) Mfr. & NDC # quoted:	$_____ box	$_____
29.	215 each	Naloxone Hydrochloride Injection (Narcan), 1mg/mL, 2mL Needleless pre-filled syringe, IMS NDC #0548-1469-00 Mfr. & NDC # quoted: _____	$_____ box	$_____

_____ Initial

Bidder Name _____

Item No.	Est. Annual Usage	Description	Unit Price		Total Price
30.	50 each	Nitrolingual Pump Spray, 400mcg/spray, 12gm bottle of 200 metered doses, First Horizon NDC #59630-300-20 Mfr. & NDC # quoted: _____	$_____	each	$_____
31.	20 each	Pralidoxime (Protopam Chloride) 1 gram VIAL, NDC #0046-0374-06 Mfr. & NDC # quoted: _____	$_____	each	$_____
32.	20 each	Scopolamine 0.25% Ophthalmic Solution 10 ml, NDC #0469-0268-25 Mfr. & NDC # quoted: _____	$_____	each	$_____
33.	30 each	Sodium Bicarbonate Injection, 4.2%, 10mL Needless pre-filled syringe, Abbott NDC #0074-5534-34 Mfr. & NDC # quoted: _____	$_____	each	$_____
34.	90 each	Sodium Bicarbonate Injection, 8.4%, 50mL Needleless pre-filled syringe, Abbott NDC #0074-6637-34 Mfr. & NDC # quoted: _____	$_____	each	$_____
35.	40 each	Sodium Thiosulfate 25%, 12.5g/50ml VIAL, NDC #62174-532-74 Mfr. & NDC # quoted: _____	$_____	each	$_____
36.	2 boxes	Tetracaine Hydrochloride Opthalmic Solution, drops, 0.5%, unit dose bottle, 12 bottles/box, Bausch & Lomb NDC #24208-920-64 (this item purchased by the box) Mfr. & NDC # quoted: _____	$_____	each	$_____
37.	75 each	Vasopressin Injection USP Synthetic, 20U/mL, 1mL vial, APP NDC #0517-1020-25 Mfr. & NDC # quoted: _____	$_____	box	$_____

_____ Initial

Bidder Name _____

Item No.	Est. Annual Usage	Description	Unit Price	Total Price
38.	1,000 boxes	Bacteriostatic NACL injection, 0.9%, 20mL vial, 25 vials/box, Abbott NDC #0074-1966-07 (this item purchased by the box) Mfr. & NDC # quoted: _____	$_____ each	$_____
39.	100 each	Ondanestron HCL (Zofran) 4mg/2ml vial Mfr. & NDC # quoted: _____	$_____ each	$_____
40.	30 each	Ketamine HCL 50mg/ml, 10ml vial Mfr. & NDC # quoted: _____	$_____ each	$_____
		GRAND TOTAL		**$**_____

State manufacturer/model bid: _____
(Include complete descriptive literature with your bid)

A copy of the complete manufacturer's warranty statement is to be submitted with the bid.

State location for obtaining parts and service during and after the warranty period:

Company: _____
Address: _____
_____
Phone: _____
Contact: _____

Delivery time after receipt of order _____ calendar days.

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.)

_____ Yes _____ No

If awarded the contract resulting from this bid, will your company agree to sell additional items at the awarded contract price? Yes _____ No _____

State the time period applicable for such additional purchases: _____

Conflict of Interest: For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your

business), or "No". If yes, give person(s) name(s) and position(s) with your business. (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

No ___ Yes ___ Name & position _____

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

Yes, bidder has a drug-free workplace program ___ No _____

Is your company a Small Business Enterprise? (if yes, please provide a copy of your certification)

Yes ___ No ___

Name & address of company submitting bid:

.....

.....

..... zip .....

Federal Employer Identification #: .....

Telephone number: .....

"Fax" number: .....

Email: .....

Acknowledgment of the following Addenda is noted:

Addendum Number(s)_____ Date(s) Issued _____

Manual signature of company officer: .....

IMPORTANT!!! -- SIGN IN BOX ABOVE ↑, TYPE OR PRINT NAME BELOW ↓

Signer's name (typed or printed): .....

Bidder Name _____

Title of signer: .....

*** Submit one (1) original bid, and one (1) copy. Submit two (2) original copies of all enclosures such as brochures, manuals, etc.

*** Submit copy of the manufacturers' warranty.

Bidder Name _____

STATEMENT OF NO RESPONSE
E-04-15, PHARMACEUTICALS FOR EMS

If you do not intend to bid on this requirement, please complete and return this form by the bid opening deadline to the City of Pompano Beach Purchasing Division, Building C, 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060; this form may be faxed to (954) 786-4168. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Response" form, may result in your firm's name being removed from our mailing list.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

_____ We do not offer this product or an equivalent

_____ Our workload would not permit us to perform

_____ Insufficient time to respond to the Invitation for Bid

_____ Unable to meet specifications (explain below)

_____ Other (specify below)

Remarks _____

_____

_____

_____

_____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE/TITLE _____

DATE _____

Meeting Date: 01/13/15 Agenda Item 7

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance ____ Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE Approval to award Bid #E-62-14, "Pompano Beach Air Park General Aviation Security Enhancements" to the lowest responsive, responsible bidder, Powercom, LLC, in the amount of $187,510.00.

Summary of Purpose and Why:

Bid E-62-14 was issued to establish a contract for General Aviation Security Enhancements at Pompano Beach Air Park. The main scope includes the furnishing of all labor, equipment, tools and materials for installation of parking lot light poles/fixtures, CCTV Camera System, and Security Lighting. The bid award is recommended to the lowest responsive, responsible bidder Powercom LLC, in the amount of $187,510.00 which includes the bid total of $180,010.00 and the add-altemate west gate relocation amount of $7,500.00. The low bidder is a local business enterprise. City Commission approval of the contract award is requested.

(1) Origin of request for this action: Staff
(2) Primary staff contact:: Robert McCaughan, Public Works Director 954 786-4097
(3) Expiration of contract, if applicable: n/a
(4) Fiscal impact and source of funding: $187,510.00 from budgeted funds in account 465-7515-542.65-12 / Airpark Security Enhancements.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	12/11/14	APPROVE	
General Services	12/16/14	Approve	
Finance	12/26/14	Approve	
Budget	12-26-14	Approve	

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

MEMORANDUM

Purchasing #15-003
December 11, 2014

To: Dennis W. Beach, City Manager

Through: Otis Thomas, General Services Director

From: Jeffrey English, Purchasing Agent

Subject: Award Bid E-62-14, Pompano Beach Air Park General Aviation Security Enhancements

Contract Need/Background

Bid E-62-14 was issued to establish a contract for General Aviation Security Enhancements at Pompano Beach Air Park. The main scope includes the furnishing of all labor, equipment, tools and materials for installation of parking lot light poles/fixtures, CCTV Camera System, and Security Lighting. The bid award is recommended to the lowest responsive, responsible bidder Powercom, LLC, in the amount of $180,010.00. Public Works has been awarded an FDOT grant, which will offset an add-alternate amount of $7,500.00 for the relocation of the west gate.

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Public Works Department, the bid tabulation, and bid solicitation document.

Bidders List

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

Number of firms responding with complete bids.....2

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page.

Funding

The contract will be funded from budgeted funds in account 465-7515-542.65-12/Airpark Security Enhancements. A copy of the budget adjustment is attached.

Award Recommendation

After reviewing the responses to this bid with the Public Works Department it is recommended that the award for E-62-14 be made to the lowest bidder, Powercom, LLC, in the amount of $187,510.00, which includes the bid total of $180,010.00 and the add-alternate west gate relocation amount of $7,500.00. The low bidder is a local business enterprise.

enclosures

cc: file

CITY OF POMPANO BEACH—BID TABULATION
Bid# :E-62-14 Title: Pompano Beach Air Park General Aviation Security Enhancements (rebid)
Date: 8/6/14

	Bidder:	JLS Security Plus, LLC 12370 NW 18th Street Pembroke Pines, FL 33026	Powercom, LLC 2511 NW 16 Ln. #8 Pompano Bch, FL 33064
1	Furnish all labor, equipment, tools and materials for installation of parking lot light poles/fixtures, CCTV Camera System, and Security Lighting, all in compliance with existing applicable Building Codes, and as specified in "Plans" and "Specs".		
	GRAND TOTAL	**$190,015.25**	**$180,010.00**
	Bid Alternate: Relocate West Gate Fencing and Electric complete, in place.	**$23,000.00**	**$7,500.00**
	Bid Bond Incuded?	**5%**	**5%**
	Completion Time/Calendar Days	135	90
	Notes:	Entered substantially completed in 120 days, and completed and ready for payment in 15 days.	

pompano beach
Florida's Warmest Welcome

Phone: (954) 786-4061

City of Pompano Beach
Engineering Department

Fax: (954) 786-4028

MEMORANDUM NO. 15-08

DATE: December 10, 2014 (REVISED)

TO: Otis Thomas, General Services Director

FROM: Tammy Good, P.M.P., Civil Engineer II

SUBJECT: Award Bid to Powercom, LLC-E-62-14

On August 6, 2014, the City received and opened bids for the above referenced project. The lowest bidder is Powercom, LLC. in the amount of **$187,510.00** which includes the bid alternate consisting of gate modifications and controls for the Airpark Security Enhancements Project. The CIP for this project is 13-237, account #465-7515-542.65-12. FDOT is providing grant money for this project in the amount of $164,000.00.

The engineer of record has checked references for this contractor and his letter of recommendation is attached. I feel confident this contractor has the necessary experience and knowledge to complete the scope of services for this project within the schedule and budget submitted . Please have the bid award recommendation for this project placed on the agenda for approval at the next available commission meeting.

If any additional information is needed regarding this matter, please do not hesitate to contact me at x5512. Thank you.

Enclosures:

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Jeff English Date 08/6/14

To: Public Works Department Attn.: Tammy Good

Subject: Bid No. E-62-14 Item/service: Air Park General Aviation security Enhancements

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

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

1. SOURCE OF FUNDS:

Budgeted Code: 465-7515-542.65-12

Title: Airpark Security Enhancements

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Powercom, LLC.

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

Yes ✓ No ____

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

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

Yes ✓ No ____ Not applicable for this bid ____

Signature: Robert McCaulley Date: 9/22/14

Title: Public Works Director
(Department Head)

Kimley»Horn

Date: September 4, 2014

Ms. Tammy Good
Civil Engineer II
City of Pompano Beach
1201 NE 5th Avenue
Pompano Beach, Florida 33060

Re: Pompano Beach Air Park
General Aviation Security Enhancements
Bid Number E-62-14
KHA Project Number 040985024

Dear Tammy:

Kimley-Horn and Associates, Inc. has reviewed the bids submitted for the above mentioned project. A summary is included herein:

Bidder	Base Bid	Add Alternate Bid	Total with Alternate
Powercom, LLC	$180,010.00	$7,500.00	$187,510.00
JLS Security Plus LLC	$190,015.25	$23,000.00	$213,015.25
Engineers Estimate of Probable Construction Cost	*$148,780.00*	*$10,800.00*	*$159.580.00*

As you are aware this project is a re-bid of an earlier advertisement in which the low bidder's proposal included a mathematical error and caused their bid to be thrown out and the project readvertised.

As noted above, a total of two (2) firms submitted proposals for the project. Powercom, LLC provided bids for both advertisements.

In reviewing the apparent low bidder's proposal, Powercom, LLC, the most relevant reference was contacted. Allied Contractors, Inc., whom has performed work at Fort Lauderdale-Hollywood International Airport, used Powercom, LLC as an electrical

subcontractor. Allied gave Powercom, LLC a most favorable recommendation and indicated they are being used on other projects.

Based on a review of the bid prices, Kimley-Horn and Associates, Inc. recommends Powercom, LLC for award of the construction contract subject to a legal review by the City. Further, we recommend award for the base bid plus the alternate subject to available funds.

Should you have any questions or comments regarding the information provided please do not hesitate to contact me.

Regards,

L. Michael Carey, P.E.
Vice President

Florida's Warmest Welcome

BID/CONTRACT DOCUMENTS

POMPANO BEACH AIR PARK GENERAL AVIATION SECURITY ENHANCEMENTS (REBID)

BID E-62-14

For the City of Pompano Beach, Florida

BID OPENING: August 6, 2014, 2:00 p.m. (local)
PURCHASING DIVISION
1190 N.E. 3RD AVENUE, BUILDING C (FRONT)
POMPANO BEACH, FLORIDA 33060

TABLE OF CONTENTS

INVITATION TO BID 2
INSTRUCTIONS TO BIDDERS 3
BID PROPOSAL 13
DRUG-FREE WORKPLACE 23
BID BOND 24
AGREEMENT 26
ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL 32
ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP 33
ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION 34
General Conditions of the Contract 35
SUPPLEMENTARY CONDITIONS 65
SPECIFICATIONS 66

INVITATION TO BID

Sealed Proposals for **Bid E-62-14, Pompano Beach Air Park General Aviation Security Enhancements** addressed to the City of Pompano Beach, Purchasing Office, 1190 N.E. 3rd Avenue, Building C (front) Pompano Beach, Florida 33060, will be received until 2:00 p.m. (local), on August **6, 2014** and will be publicly opened and read aloud. Any bids received after the time and date will not be considered.

The project consists of furnishing all labor, equipment, tools and materials for installation of parking lot light poles/fixtures, CCTV Camera System, and Security Lighting, all in compliance with existing applicable Building Code, and as specified in attachment: "**Specs**." The project address is: Pompano Beach Air Park, 1001 N.E. 10th Street, Pompano Beach, FL 33060, which is shown in attachment: "**Plans.**" Access to this site is not restricted, and bidders may inspect the exterior of the facilities at their convenience.

All bidders are expected to visit the site of the work and to inform themselves as to all existing conditions and obtain necessary measurements. Failure to do so in no way relieves the successful bidder from the necessity of furnishing all equipment and materials and performing all work required for the completion of the contract in conformity with all specifications.

Bid documents may be obtained at no charge from the City of Pompano Beach website www.pompanobeachfl.gov.

Each proposal must be submitted on the prescribed form and accompanied by a certified check or bid bond executed on the prescribed form, payable to the City of Pompano Beach, Florida, in an amount not less than 5 percent (5%) of the amount bid. The bid form must be filled in completely and accurately, particularly as it pertains to alternate bid items.

All bid bonds, contract bonds, insurance contracts and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Insurance is required for all bids.**

In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractor' and Business Licenses as required by State Statutes.

Before a Contract will be awarded for the work contemplated herein, the OWNER will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of Work specified under the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not exceed 90 Days from the bid opening date.

Dated this 15th day of July, 2014

CITY OF POMPANO BEACH

By : Jeff English, Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the Standard GENERAL CONDITIONS of the Construction Contract, have the meanings assigned to them in the GENERAL CONDITIONS. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Proposal, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained from the City of Pompano Beach website at no charge.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; the OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for in this document.

4. PUBLIC ENTITY CRIMES

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. DRUG FREE WORKPLACE

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Bidder should complete and provide Statement Under Section 287.087 Florida Statutes on Drug-Free Workplace.

6. ANTI-KICKBACK ACT

The successful bidder must comply with the Copeland "Anti-Kickback Act" (19 U.S.C. Section 874), as supplemented in U.S. Department of Labor Regulations (29 CFR, Part 3).

7. EXAMINATION OF CONTRACT DOCUMENTS AND SITES

7.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify OWNER of all conflicts, errors or discrepancies in the Contract Documents.

7.2 Information and data reflected in the Contract Documents with respect to or contiguous to the site is based upon information and data furnished to OWNER by owners of such facilities or others, and OWNER does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.

7.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

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

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

7.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

7.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section and the General Conditions, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8. INTERPRETATIONS AND ADDENDA

8.1 All questions must be in writing. All questions are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060; questions may be submitted by fax to (954) 786-4168, or by email to purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number, fax number, and bid name and number.

All written questions must be received by **5:00 p.m. on July 30, 2014** at the above location. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Questions may be faxed to (954) 786-4168, referencing the bid number on all pages faxed.

8.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the OWNER.

9. BID SECURITY

9.1 Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements stated herein.

9.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, (if provided as a cashier's check or bank officer's check), whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have reasonable chance of receiving the award may be retained by OWNER until a completed contract has been issued, whereupon Bid security furnished by such Bidders will be returned.

9.3 The Bid Bond, if provided, shall be issued by a Company having a registered agent in the State of Florida. This check or bond shall be retained by the payee as liquidated damages should the bidder refuse or fail to enter into a contract with the payee for the execution of the work embraced in the proposal, in the event the proposal of the bidder is accepted.

10. CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the section entitled Bid Proposal.

11. LIQUIDATED DAMAGES

11.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

11.2 All bidders must state in the Bid Proposal the amount of consideration required by the Bidder in return for the Bidder's promise of indemnity contained in the General Conditions. The amount to be stated shall be no less than $10.00.

12. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the effective date of the agreement.

13. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

13.1 Each Bid must identify the names and address of Subcontractors, Suppliers and other persons and organizations including those who are to furnish the principal items of material and equipment listed in the Bid Proposal section. If requested, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, other persons or organization, if requested by OWNER. If OWNER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER subject to revocation of each acceptance after the Effective Date of Agreement.

13.2 In contracts where the Contract Price is on the basis of Cost-of-the Work Plus a fee, the apparent Successful Bidder, prior to the Notice Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER'S written consent.

13.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against who CONTRACTOR has reasonable objection.

14. BID PROPOSAL

14.1 The Bid Proposal is included with the Bidding Documents.

14.2 All blanks on the Bid Proposal are to be completed in ink or by typewriter. The City requests three (3) copies of the bid be submitted, (one original, and two copies). Bidders are to complete and return pages 13-25.

14.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

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

14.5 All names must be typed or printed below the signature.

14.6 The Bid should contain an acknowledgment of receipt of all Addenda (the numbers of which should be filled in on the Bid Proposal).

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

14.8 All blank spaces in the bid form must be filled in, both words and figures where required. In case of discrepancy between unit prices and totals, unit prices will prevail.

15. SUBMISSION OF BIDS

15.1 Bids shall be submitted before the time and at the place indicated in the Invitation to Bid and shall be submitted in an opaque sealed envelope. The envelope shall be marked on the exterior with the Project title, City Bid Number, the name and address of the Bidder, and addressed to:

Jeff English Purchasing Agent
City of Pompano Beach, Florida
1190 N.E. 3rd Avenue, Bldg. C (front)
Pompano Beach, Florida 33060

The Bid shall be accompanied by the Bid Security and other required documents. If not mailed, please deliver to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (front), Pompano Beach, Florida, 33060.

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

15.3 If you wish to receive a copy of the bid tabulation sheet after opening, please submit a stamped, self-addressed envelope with your bid. Bid results ***will not*** be read to you over the phone. Bid tabulations are also posted on the City's website.

16. MODIFICATION AND WITHDRAWAL OF BIDS

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

16.2 After bids are opened, and a contractor defaults on a City contract, the contractor may be banned from doing business with the City for a period of 36 months from the date of default.

17. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1 All bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

18.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual agreement between OWNER, the Successful Bidder, and the surety, if any, for the Successful Bidder.

19. AWARD OF CONTRACT

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

19.2 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

19.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractor, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

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

19.5 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

19.6 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within ninety (90) after the day of the Bid opening.

20. CONTRACT SECURITY

When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required Performance and Payment Bonds.

21. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

22. TAXES

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

23. NOTICE TO CONTRACTOR

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

24. NON DISCRIMINATION

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

25. OCCUPATIONAL HEALTH AND SAFETY

In compliance with Chapter 442, Florida Statues, any items included in the latest edition of "Florida Substance List" which are delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

(a) The chemical name and the common name of the toxic substance.

(b) The hazards or other risks in the use of toxic substance, including:

1. The potential for fire, explosion, corrosiveness, and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

3. The primary routes of entry and symptoms of overexposure.

(c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

(d) The emergency procedure for spills, fire disposal, and first aid.

(e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

(f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH O.S.H.A. STANDARDS.

Notice: Federal I.D. Number must be referenced on your invoice for us to process payment. Please note I.D. Number on Bid Response page.

26. PERMITS AND FEES

The Contractor awarded the project which is the scope of this bid document shall be required to obtain and pay for the permits and/or fees indicated on the chart below in the amounts set forth or pursuant to the formula for percent or unit method which is indicated.

Fees cannot be waived and must be collected by the City from the Contractor. Contact the City Department indicated for additional details regarding the required permit and fee.

FEE OR PERMIT	CITY DEPARTMENT	COST (SET FEE OR PERCENT OF PROJECT AMOUNT)
All construction within City right-of-way	Engineering	Waived
All utilities tie-ins to City water, sewers, and drainage	Engineering	Waived
Paving	Engineering	Waived
Fire plan review for new construction, additions and alterations	Building Inspection	See City Code of Ordinances 95.14
Fire alarm and fire sprinkler plan review (new installations)	Fire Plan Review	See City Code of Ordinances 95.14
Fire hydrant flow test	Fire Plan Review	See City Code of Ordinances 95.14
Business Tax Receipt (only if the contractor has a temporary office in the City of Pompano Beach)	Zoning	See City Code of Ordinances
Site plan review	Zoning	See City Code of Ordinances
Rezoning	Zoning	See City Code of Ordinances
Variance	Zoning	See City Code of Ordinances
Tree Permit application fee	Zoning	See Zoning Code/City Code of Ordinances
Landscape reinspection fee	Zoning	See Zoning Code/City Code of Ordinances
Capital recovery fees	Customer Service	See City Code of Ordinances 50.13 and 51.11
Tapping fee	Customer Service	See City Code of Ordinances
Deposits (water bill)	Customer Service	Deposit based upon size of meter (only applies if contractor responsible for water bills during period between meter installation and City acceptance of project.)
Administrative fee	Customer Service	See City Code of Ordinances
Building permit	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Building Reinspection fee	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Certificate of occupancy	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Lien law	Building Inspection	$5.00
Surcharge Bwd. Cty. Bd. of Rules & Appeals	Building Inspection	$0.60 per $1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum $2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum $2.00

27. E-PAYABLES

The City of Pompano Beach has implemented a voluntary E-Payables Program. This program allows the City to pay vendors via credit card and turn around vendor payments in a shorter timeframe than the traditional check payment mechanism.

How Does the Program Work?

The City will issue a unique credit card number to each vendor. Vendors would retain the credit card number on file. The card will retain a zero balance until payments have been authorized by the City. Once goods have been delivered or services rendered, vendors submit invoices to the Finance Department according to the normal process. When payments are processed by Finance and authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of the payment. Once the vendor receives the email, the credit card has been authorized to be charged for the amount listed in the email. When the vendor charges the full amount authorized in the email the, the card will return to a zero balance until the next payment is authorized.

Is There a Cost to Participate in the Program?

The City of Pompano Beach does not charge vendors to participate in the program, however, there may be a charge by the company that processes your credit card transactions.

What are the Benefits of Receiving Payments by Credit Card?

Vendors that accept credit card payments are not subject to the City's payment terms of net 45 days. This will allow:

- Vendors to receive their payments sooner to use for day to day operations or investments.
- Vendors to quickly reduce outstanding Accounts Receivable balances.
- Vendors to reduce the cost of paper processing, employee time spent on preparing and making deposits and bank check processing fees.

Potential vendors may access more detailed information about the E-Payables Program at **http://www.bankofamerica.com/epayablesvendors**, including answers to "Frequently Asked Questions". Vendors may also contact the City's Finance Department at 954-786-4545.

Vendors submitting a proposal to the City should indicate in their response whether or not they would be willing to enroll in the City's E-Payables Program. Vendors ultimately awarded a contract with the City may contact the Finance Department at 954-786-4545 to enroll in the Program.

BID PROPOSAL

PROJECT IDENTIFICATION

Project Name: Pompano Beach Air Park General Aviation Security Enhancements

Bid Number: E-62-14

THIS BID IS SUBMITTED TO

OWNER: City of Pompano Beach, Florida

Address: 1190 N. E. 3rd Avenue, Pompano Beach, Florida 33060

BIDDER-COMPANY NAME

Name: _____

Address: _____

_____

NAME OF PERSON TO CONTACT FOR ADDITIONAL INFORMATION ON THIS BID

Name & Title: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Date: _____

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) Days after the Bid Opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

C. BIDDER has studied carefully all reports and drawings of physical conditions which are identified in the bid.

D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (C) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

E. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said site are or will be required by Bidder in order to perform and furnish the Work at Work Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents.

F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

G. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder.

H. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or

corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidding or over OWNER.

4. BIDDER agrees that the construction of the Project will be substantially complete within ____ calendar days after the date when the Contract Time commences to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment within ____ calendar days after the date when the Contract Time commences to run.

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

5. BIDDER agrees that all Federal, State and local sales and use taxes are included in the stated bid prices for the Work.

6. BIDDER further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit prices (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

7. **BID PROPOSAL**

For the following, furnishing all labor, equipment, tools and materials for installation of parking lot light poles/fixtures, CCTV Camera System, and Security Lighting, all in compliance with existing applicable Building Code, and as specified in attachment: "**Specs**."

The project address is: Pompano Beach Air Park, 1001 N.E. 10th Street, Pompano Beach, FL 33060, which is shown in attachment: "**Plans.**" Access to this site is not restricted, and bidders may inspect the exterior of the facilities at their convenience.

All bidders are expected to visit the site of the work and to inform themselves as to all existing conditions and obtain necessary measurements. Failure to do so in no way relieves the successful bidder from the necessity of furnishing all equipment and materials and performing all work required for the completion of the contract in conformity with all specifications.

(The rest of the page has been left blank intentionally.)

Item	Description	Quantity	Unit	Amount
1.	Furnish all labor, equipment, tools and materials for installation of parking lot light poles/fixtures, CCTV Camera System, and Security Lighting, all in compliance with existing applicable Building Codes, and as specified in attachments: "Plans" and "Specs".	1	LS	_____
2.	Indemnification	1	LS	10.00
	TOTAL			

Add Alternate Bid

Item	Description	Quantity	Unit	Amount
1.	Relocate West Gate Fencing and Electric complete, in place.	1	LS	_____

8. The above includes all the necessary excavation, backfill, grading, restoration, and removal of materials attendant upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.

DATE _____ BIDDER: _____
(Corporation Name) (Partnership Name) (Trade Name)

BY: _____
Name & Title of Signer

_____
Manual Signature

Company Name: _____

Company Address: _____

_____(Zip) _____

Telephone #: (_____)_____

Facsimile #: (_____)_____

Federal I.D. #_____

State of Florida Contractor's license #_____

Broward County Certificate of Competency #:_____
Expiration Date: _____

9. At the preconstruction conference, the BIDDER shall submit a complete detailed schedule of shop drawing submittals which will show lead time for:

Date of Planned submittal.
Date of anticipated receipt of review (usually three weeks after submittal).
Delivery lead time.
Anticipated installation date.

10. Qualifications Of Bidders

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for below (or in SUPPLEMENTARY CONDITIONS). Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

10.1 How many years has your organization been in business as a General Contractor?

_____

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

_____

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

_____

_____

10.4 List all work performed over the last year.

Project Name _____

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

(Attach additional information as required)

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

Project Name _____

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

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

NAME	ADDRESS	TELEPHONE	CONTACT PERSON

10.7 Have you personally inspected the proposed work and have you a complete plan for it performance?

_____

10.8 Will you sub-contract any part of this work? _____ Yes _____ No

If Yes, list all proposed subcontractors to be used on this project if the Bidder is awarded the Contract for this project. The successful Bidder shall submit a COMPLETE list of any work that he proposes to subcontract and the proposed subcontractors prior to execution of the contract.

CLASSIFICATION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

(Submit any additional contractors to be used on a separate sheet.)

10.9 The following information shall be provided for this project:

(a) Estimated total construction manhours _____

(b) Percent manhours to be performed by Contractor's permanent staff _____

(c) Percent manhours to be performed by direct hire employees _____

(d) Percent manhours to be performed by Subcontractors _____

11. Equipment

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

_____

_____

_____

11.1 What equipment will you rent for the proposed work?

_____

11.2 What equipment will you purchase for the proposed work?

12. Conflict Of Interest

For purposes of determining any possible conflicts of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (a City employee is also associated with your business), or "no". If yes, give person(s) names and position(s) with your business.

Yes _____ Name(s) and Position(s) _____

No _____

(Note: If answer is "yes", you must file a statement with the supervisor of Elections, pursuant to Florida Statutes 112.313).

13. If the BIDDER is:

An Individual

By

_____(SEAL)

(Individual's Name)

doing business as

_____

Business address:

_____

_____

Phone No.:

_____

A Partnership

By

_____(SEAL)

(Firm Name)

_____

(General Partner)

Business address:

_____

Phone No.:

_____

A Corporation

By

_____

(Corporation Name)

_____

(State of Incorporation)

By

_____

(Name of Person Authorized to sign)

_____

(Title)

(Corporate Seal)

Attest

_____

(Secretary)

Business address:

_____

_____

Phone No.: _____

A Joint Venture

By

_____

(Name)

_____

(Address)

By

_____

(Name)

_____

(Address)

(Each joint venturer must sign. The name for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

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

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

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

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

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

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

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____ _____
CONTRACTOR'S SIGNATURE CONTRACTOR'S PRINTED NAME

Date: _____

BID BOND

STATE OF FLORIDA)
ss
)

KNOW ALL MEN BY THESE PRESENTS, that we , _____

_____ as principal, and

_____

hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of _____ Dollars ($ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

(Bid Name) _____

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 10 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said _____,

as Principal herein, has caused these presents to be signed in the name by its _____

_____ and attested by its _____ under its corporate seal,

and the said _____

_____ as Surety herein, has caused these presents to be signed in its name by

its _____

under its corporate seal, this _____ day of _____ A.D. _____ (year)

Signed, sealed and delivered in
the presence of:

_____
Principal -

_____

By: _____

_____
As to Principal

_____

Surety

_____

By:_____
Attorney-in-Fact
(Power-of-Attorney to be attached)

_____

By: _____
Resident Agent

END OF SECTION

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter call OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. **WORK**

The project consist of the furnishing of all labor, equipment and materials for:

_____
_____
_____
_____
_____
_____

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: (Bid Name) _____.

Article 2. ENGINEER

The Project has been designed by _____ who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

The Work will be substantially completed within _____ days from the date the Contract Time commences to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within _____ days from the date the Contract Time commences to run.

Article 4. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in the proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred and 00/100 dollars ($200.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER one hundred and 00/100 ($100.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

Article 5. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See BID PROPOSAL attached from bid/contract documents.

Article 6. PAYMENT PROCEDURES

6.1 CONTRACTOR shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the GENERAL CONDITIONS.

6.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

6.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and such amounts as ENGINEER shall determine, or OWNER may withhold, accordance with the GENERAL CONDITIONS.

10% of Work completed will be withheld by OWNER as retainage.

6.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the GENERAL CONDITIONS.

6.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said GENERAL CONDITIONS.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the bid, and accepts the determination set forth in the bid of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to or to supplement physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement.

8.2 Exhibits to this Agreement.

8.3 Performance and other Bonds, identified as exhibits Performance and Payment Bond.

8.4 Notice of Award.

8.5 GENERAL CONDITIONS.

8.6 SUPPLEMENTARY CONDITIONS.

8.7 Specifications bearing the title (Bid Name _____ consisting of (# of sections ____) and (_____)pages, as listed in table of contents thereof.

8.8 Drawings, consisting of a cover sheet and sheets numbered (___) through (____) inclusive with each sheet bearing the following general title:

(Bid Name)_____

8.9 Addenda numbers _____ to _____, inclusive.

8.10 Contractor's Bid pages.

8.11 Contractor's Sworn Statement on Drug-Free Workplace Section 287.087, Florida Statutes, on Drug-Free Workplace and consisting of one (1) page.

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (Pages _____ to _____, inclusive).

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

8.14 The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8.

8.15 The insurance certificate detailing terms and provisions of coverage as required by the bid and approved by the City of Pompano Beach Risk Manager.

The Contract Documents may only be amended, modified or supplemented as provided in the GENERAL CONDITIONS.

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in the GENERAL CONDITIONS will have the meanings indicated in the GENERAL CONDITIONS.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction my be limited by law), and unless specifically stated to the Contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Witnesses:

CITY OF POMPANO BEACH

_____

By: _____
Lamar Fisher, Mayor

_____

By: _____
Dennis W. Beach, City Manager

Attest:

_____
Mary L. Chambers, City Clerk

(SEAL)

Approved as to form:

_____
Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

CONTRACTOR

_____
(Print name of company

Witnesses:

_____

_____

By:_____

Print Name:_____

Title:_____

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____, to me known to me to be the person described in and who executed the foregoing contract and acknowledged that he executed the same.

Witness my hand and official notarial seal at _____ _____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____, known to me to be one of the members of the partnership of _____ _____ described in and who executed the foregoing instrument and he acknowledged that he executed the same on behalf of said partnership and that same is the act and deed of said partnership.

Witness my hand and official notarial seal at _____ _____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____, to me known, who, being by me duly sworn, did depose and say that he resides at _____ _____, that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that he is the proper official of said corporation designated to execute such contract, that he has authority so to do, that he executed same for and in behalf of said corporation, and this his act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____ _____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

General Conditions of the Contract

ARTICLE 1. DEFINITIONS.

1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract.

1.02 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.

1.02.01 **Owner**: The City of Pompano Beach, Florida, (also referred to as the "City").

1.02.02 **Contractor**: The "party of the second part" to the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.

1.02.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents.

1.03 **City Engineer:** City Engineer of the City of Pompano Beach, Florida.

1.04 **Final Completion**: Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work.

1.06 **Inspector:** An employee(s) of The City of Pompano Beach, Florida, referred to hereinafter as the **"Inspector,"** who(m) is/are assigned by the City Engineer to periodically inspect the Project during the construction process, and who assist(s) the City Engineer in reviewing field performance and its compliance with the Contract Documents.

1.06.01 **Resident Inspector:** An employee or subconsultant of the **Project Consultant** employed to perform either periodic or full-time specific inspection duties.

1.07 **Other Contractors**: Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion of the Work covered by the Contract.

1.08 **Owner's Representative**: The City Official who has been delegated responsibility by the City Manager to act as the City's project coordinator. (In most cases, the City Engineer shall be assigned this duty.)

1.09 **Phase**: A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.

1.10 **The Project**: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.11 **Punch List**: A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).

1.12 **Subcontractor**: A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

1.13 **Sub-subcontractor**: A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.

1.14 **Submittals**: Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-builts", surveys, videos and other types of information described in the specifications.

1.15 **Substantial Completion**: The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.

1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.

1.17 **Superintendent**: The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.

1.18 **Work**: The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.19 **Written Notice**: Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to him who gives notice. Electronic, FAX or other telephonic transmission shall not be considered as written notice.

ARTICLE 2. THE WORK.

2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.

2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.

2.03 The Contractor represents and warrants to the Owner that:

2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;

2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;

2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;

2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract, and is legally permitted to perform all the work set forth in this Construction Contract.

2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.

2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

3.01 The Contractor represents that:

3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.

3.01.02 All construction materials, labor, methods, means, techniques, sequences and procedures required to carry out the Work, all safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.

3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.

3.01.04 The Contract Time is adequate for the performance of the Work.

3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.

3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

ARTICLE 4. INTENT AND INTERPRETATION.

4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project

Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.

4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.

4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.

4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.

4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.

4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT

5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.

5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.

5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

ARTICLE 6. TEMPORARY UTILITIES.

6.01 Water For Execution of the Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

6.03 Temporary Sanitary Facilities And Sewers:

6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.

6.03.02 No nuisance will be permitted.

6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.

6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

ARTICLE 7. PROGRESS.

7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).

7.01.01 Such schedule shall be in a form acceptable to the Owner.

7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.

7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.

7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.

7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.

7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.

7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.

7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.

7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.

7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:

7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or

7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

ARTICLE 8. EXPEDITING

8.01 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.

8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expediting purposes.

8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.

8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

ARTICLE 9. COMPLETION

9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.01.01 For a Project with an estimated cost of less than $10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.

9.01.02 For a Project with an estimated cost of $10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.

9.02 For a Project involving the construction of more than one building or structure, or involving a multiphased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.

9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.

9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.

9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

ARTICLE 10. CONTRACT PAYMENTS

10.01 Schedule of Values:

10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.

10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.

10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.

10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.

10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.

10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.

10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.

10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.

10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.

10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:

a. Within ten (10) days review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.

b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.

10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.

10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.

10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.

10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.

10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.

10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.

10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.

10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.

10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.

10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.

10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.

10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR

11.01 The Owner may withhold as retainage ten (10) percent of the payment owed to the Contractor until fifty-percent (50%) completion of the Project. After fifty-percent (50%) completion is reached, the Owner will reduce the amount of retainage withheld from each subsequent progress payment to five percent.

11.01.01 Fifty-percent (50%) completion shall be defined in the Contract Documents. If not defined, fifty-percent (50%) completion shall be the point at which the Owner has expended fifty-percent (50%) of the total cost of the construction services purchased with all costs associated with existing change orders and any other additions or modifications to the construction services provided for in the Contract Documents.

11.01.02 After fifty-percent (50%) completion of the Project, the Contractor may present to the Owner an Application for Payment of up to one-half of the retainage retained by the Owner prior to the fifty-percent completion date. The Owner shall promptly make such payment unless the Owner has grounds for withholding the payment retainage as provided herein.

11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.

11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.

11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:

11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;

11.04.02 Liquidated Damages as set forth in this Contract;

11.04.03 Defective Work unremedied;

11.04.04 Punch-List items unremedied;

11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;

11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;

11.04.07 Failure to comply with any and all insurance requirements;

11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;

11.04.09 Damage to the Owner or another contractor;

11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;

11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;

11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

12.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.

13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

ARTICLE 14. LICENSES AND PERMITS.

14.01 All licenses and permits necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor, unless expressly provided for elsewhere in the Contract Documents.

14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

ARTICLE 15. CEASE AND DESIST ORDER.

15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.

15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.

15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

ARTICLE 16. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.

16.01 The Contractor shall perform the Work in accordance with the Contract Documents.

16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.

16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.

16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.

16.06 Record Keeping on Site:

16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.

16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.

16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.

16.07 Shop Drawings And Other Submittals:

16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.

16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.

16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.

16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.

16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.

16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.

16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.

16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.

16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.

16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

ARTICLE 17. SUBCONTRACTS.

17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.

17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:

17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.

17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.

17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.

17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.

17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.

17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.

17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.

17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.

17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:

18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.

18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.

18.02 The Superintendent shall be present (or be temporarily represented by a person familiar with the project work activities and schedule) at the site of the Work at all times when the Work is actually in progress.

18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.

18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; heavy equipment in use; activities in progress; and inspections at site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

ARTICLE 19. COOPERATION WITH OTHERS.

19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 20. SITE CONDITIONS.

20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.

20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.

20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.

21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.

21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

21.02 Contractor shall comply with all applicable laws and regulations.

21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.

21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.

21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.

22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract.

22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.

23.01 The Project Consultant will provide Administration of the Contract.

23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.

23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.

23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.

23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.

23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.

23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.

23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.

23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.

23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.

ARTICLE 24. MATERIALS.

24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.

24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.

24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.

24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.

24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.

24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.

24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

ARTICLE 25. STORED MATERIALS.

25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.

25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.

25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.

25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.

25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.

25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:

25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.

25.02.02 Evidence that proper storage security is provided.

25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.

25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.

25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.

25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.

25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.

25.06 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.

25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment..

ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

26.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.

26.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.

26.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board.

26.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.

26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.

26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.

26.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.

26.03 If any material, equipment or workmanship is determined by Owner, City Engineer, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.

26.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

ARTICLE 27. WARRANTY.

27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.

27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after Final Completion of the Work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.

27.03 Contractor's warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.

27.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

ARTICLE 28. OFFICE SPACE FOR THE OWNER'S PERSONNEL.

28.01 The Contractor shall provide, at Contractor's expense, for the duration of the Work, a suitable lockable office for any Owner designated personnel.

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."

29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.

29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.

29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

ARTICLE 30. SALVAGE.

30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.

30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

ARTICLE 31. CLAIMS BY THE CONTRACTOR.

31.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Agreement between Owner and Contractor, in the event the Contractor is entitled to assert any other claim against Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which are treated as set forth therein), are subject to the following terms and conditions:

31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the City Engineer, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;

31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;

31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;

31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

ARTICLE 32. CHANGE ORDERS.

32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.

32.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:

32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;

32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:

a. By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,

b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 32.02.08 below) by determining the "total actual costs" (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.

32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.

32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.

32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.

32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.

32.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.

a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.

b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, subparagraph (c.) below.

c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

OVERHEAD AND PROFIT:

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 34.08.09(a) below) and labor costs (as defined under Article 34.08.09(b) below), and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 32.08.09(a) below and labor costs (as defined under Article 32.08.09(b) below) and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

d. BOND ALLOWANCE, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (l%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.

b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.

c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, City Engineer or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.

32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.

32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.

32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:

A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed $10,000 in the aggregate.

B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.

C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.

33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.

33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.

33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.

33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.

33.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.

33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.

34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.

34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.

34.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.

34.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.

34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.

34.08 Safety Precautions and Programs:

34.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.

34.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

34.09 Safety of Persons and Property

34.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

a. Employees on the Work and other persons who may be affected thereby;

b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.

a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.

b. The Contractor shall prominently post and maintain on the jobsite:

1) OSHA 200: Log and summary of occupational injuries and illnesses.

2) OSHA 2203: Provisions of the Act poster.

34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:

a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.

b. Holding weekly safety meetings with employees and Subcontractors.

c. Implementing OSHA Voluntary Protection Programs.

d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.

e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.

f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.

34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.

34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.

34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 35. ROYALTIES AND PATENTS.

35.01 The Contractor shall pay all royalties and license fees.

35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.

35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.

35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.

35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of $1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

ARTICLE 36. TAXES.

36.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract.

36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.

36.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person,

party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission.

37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.

37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.

37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledge the receipt of Ten ($10.00) Dollars, which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.

37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

ARTICLE 38. TERMINATION BY THE CONTRACTOR.

38.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.

38.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

ARTICLE 39. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.

39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:

39.02.01 Demobilization and remobilization, including such costs paid to subcontractors;

39.02.02 Preserving and protecting Work in place;

39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;

39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 40. TERMINATION BY THE OWNER.

40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:

40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.

40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.

40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.

40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.

40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.

40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:

a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.

b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;

c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

1. Contract prices for labor, materials, equipment and other services accepted under this Contract;

2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:

40.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

40.03.02 In such case, the Contractor shall not be paid further until the Work is complete.

40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the

Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

ARTICLE 41. CONTRACTOR'S INSURANCE

41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.

41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.

41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.

41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than $1,000,000 for injury or death to any one person and not less than $2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than $1,000,000 per claimant and $2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with $1,000,000 per occurrence, $2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.

41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.

41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars ($1,000,000) per claimant, one million dollars ($1,000,000) per occurrence.

41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.

41.07 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss

or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.

41.08 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

41.09 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.

41.10 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.

41.11 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

42.01 For a Project with an estimated cost of $200,000.00 or more, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS

44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time Work is performed pursuant to the Contract Documents.

44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.

44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

ARTICLE 45. DISPUTE RESOLUTION.

45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.

45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.

46.01 The Construction Contract shall be governed by the laws of the State of Florida.

46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.

46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

ARTICLE 47. RIGHTS AND REMEDIES.

47.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.

48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

ARTICLE 49. PUBLIC RECORDS.

49.01 The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

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

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

49.02 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

SUPPLEMENTARY CONDITIONS

1. RELEVANT PROJECT EXPERIENCE

Bidders shall show specific project experience as a prime contractor for a minimum of three projects within the last three years of similar or greater complexity and construction cost. Reference contact information must be furnished for all electrical contracting projects claimed as relevant experience under this requirement including: Project Name and Number, the municipality or government agency for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number, whether or not there were any changes to the contract cost or time, a complete list of warranty items that required attention after the completion of the project.

SPECIFICATIONS

For specifications, see document "Specs."

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 THE REQUIREMENT

A. The CONTRACTOR shall at all times maintain at the site of the project a record copy of:

1. Drawings
2. Specifications
3. Addenda
4. Change Orders and other modifications to the Contract.
5. Approved Shop Drawings, Product Data and Samples.
6. Field Test Records.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. All applicable sections of the Specifications.

B. General conditions.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with CSI format.

C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by CITY'S Representatives.

1.04 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by PROGRAM MANAGER.

1.05 RECORDING

Definition: The Project Record is the updated and revised plans and specifications, including a running account of all known revisions and changes made to the original plans

and specifications, complete with copies of any field sketches and clarifications, issued over the course of construction. The Project Record is the responsibility of the CONTRACTOR.

A. The CONTRACTOR shall label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.

B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

C. Drawings: Legibly mark to record actual construction:

1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
3. Field changes of dimension and detail.
4. Changes made by Field Order or by Change Order.
5. Details not on original Contract Drawings.
6. The Record Drawing set shall show benchmark positions and their vertical values. Benchmarks are optional for Plan Views, but required for Profile Views.

D. Specifications and Addenda; Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
2. Changes made by field order or by Change Order.

1.06 RECORD DRAWINGS

Definition: The Record Drawings are a revised set of drawing submitted by a contractor upon completion of a project. They reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract.

A. The CONTRACTOR shall maintain full size (24"X 36") project record to reflect the "record" items of work as the work progresses. Upon completion of the work, the CONTRACTOR shall prepare a set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS). The record drawings will, in the greatest possible detail, reproduce the exact final conditions of the entire project. Including, but not limited to, final survey, utilities, architecture, structural, civil conditions, electrical, mechanical, paving, landscaping, irrigation, updating all details and all notes, parking, and any other plans related to a specific project. For the purpose of producing the final record drawings, based on the project record, the CONSULTANT will furnish one set of full size design drawings on reproducible material and an electronic file (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) to the CONTRACTOR on compact disk or any other electronic means.

Definition: Design drawings or construction drawings, are drawings that are subject to clarifications, but are complete with enough information (plan, sections, dimensions,

details, and notes, ect.) to enable the depicted item's construction or replication without additional information.

B. At a minimum the project record shall be reviewed on the 20th working day of every third month, or more often, as deemed necessary by PROGRAM MANAGER, after the month in which the final Notice-to Proceed is given as well as on completion of WORK. Failure to maintain the project record up-to-date shall be grounds for withholding monthly progress payments until such time as the record drawings are brought up-to date.

C. The project record shall be accessible to the CITY at all times during construction period.

D. The cost of maintaining record changes, and preparation of the record drawings shall be included in the unit prices bid for the affected items. Upon completion of the WORK, the CONTRACTOR shall furnish the PROGRAM MANAGER the set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) Pay request quantities must match this same set of record drawings . The completed Record drawings shall be delivered to the PROGRAM MANAGER at least 48 hours prior to final inspection of the work. The Final Inspection will not be conducted unless the Record Drawings are in the possession of the PROGRAM MANGER.

E. The completed (or final) record drawings shall be certified by a Professional Land Surveyor, a registered and licensed Architect, a registered and licensed Engineer, a registered and licensed Landscape Architect, registered in the State of Florida. This certification shall consist of the professional discipline official's embossed seal bearing the professional discipline official's registration number, signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number for all of the professional discipline officials.

F. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:

1. All deviations from condition shown in the Construction Documents including Change Orders, Field Orders and other varying conditions.
2. Every utility (gas, telephone, power, water, force main, etc.) encountered and/or crossing drainage, water or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a 2-inch gas main crosses over the top of a 6-inch potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the CONTRACTOR's responsibility to note these crossings on a daily basis and insure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.
3. Pipelines that are "dead" or have been abandoned shall be located during construction and shall be annotated Record Drawing Plans.
4. As-built survey drawings shall meet applicable minimum technical standards for land surveys as outlined in Section 61G17 of the Florida Administrative Code.

NOTE: For technical information on AutoCAD and GIS, please refer to the "Electronic As Built Requirements" located on the City Engineering Website.
http://pompanobeachfl.gov/pages/department_directory/public_works/engineering_division/engineering division.html.php

PART 2 -PRODUCTS (Not Applicable)

PART 3 -EXECUTION (Not Applicable)

END OF SECTION -01720

#7

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUDGET ADJUSTMENT

ORIGINATING DEPT.: Engineering TG

DATE: 10/9/2014

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
Pvt Maintenance CIP 06910	465	72	88	542	65	12	73,926			27,603	0,616
Security Enhancements CIP 13237	465	75	15	542	65	12	33,000		27,603		76,310
CIP 13-237	465	75	15	542	65	12			52,400		
FDOT Airpark	465	00	00	334	42	00			52,400		
								TOTAL	43,310	43,310	

* USE WHOLE DOLLARS ONLY

REASON

These funds are required to facilitate the construction services need to complete the security enhancememts at the Airpark.

Robert McCaughey 10/10/14
Department Head Date

Adjustment is within total budget of **department** - Yes ✓ No ____
Adjustment requires only City Manager approval - Yes ____ No ✓
Adjustment requires City Commission approval - Yes ✓ No ____

Adjustment approved at City Commission Meeting of ____

Finance Director	Date	Budget Office	Date	City Manager	Date	AUDITED BY	INPUT BY	CONTROL NO.
A. Jeanpee	12/26/14		12-26-14			12/23/14		

Distribution By Finance: White Copy - Finance Yellow Copy - Department Pink Copy - Budget.

PB 1330 (Revised 5/05)

Meeting Date: 1/13/2015 Agenda Item 8

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance X Resolution ____ Consideration ____ Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN APPLICANT-INSTALLED FACILITIES AGREEMENT AND A CITY/COUNTY RIGHT-OF-WAY AGREEMENT FOR UNDERGROUND CONVERSIONS BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA POWER & LIGHT COMPANY; PROVIDING AN EFFECTIVE DATE. (NO COST)

SUMMARY OF PURPOSE AND WHY:

At the December 9, 2014 meeting, the City Commission authorized funding in the amount of $287,302 for an underground facilities agreement to convert existing overhead electrical lines to underground in the "Old Pompano Area" (along West Atlantic Blvd, then, north to NE 4th St, East of N. Dixie Hwy and West to NE 1st Ave). Two additional agreements with Florida Power & Light are necessary to accomplish this work: 1) An Applicant-Installed Facilities Agreement for Underground Conversions which establishes the terms and conditions on how the work is to be executed by the City's hired contractor, Burkhardt Construction, Inc. 2) A City/County Right of Way (ROW) Agreement for Underground Conversions which authorizes FP&L to use the existing ROW to bury existing overhead electric lines and place above ground transformers and switch cabinets where necessary.

Accomplishing this item supports achieving objective 7.4.1. "Complete Old Pompano Streetscape" identified with Goal 7.0 Old Pompano/Downtown, identified in the City's: Great Places Strategy

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Staff
(2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097
(3) Expiration of contract, if applicable: N/A and Horacio Danovich
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	12/22/14	APPROVE	Robert A McCaughan
Finance	12/26/14	APPROVE	A. Jeppen
City Attorney	12/26/14	APPROVE	
Budget	12-29-14	APPROVE	

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

City Attorney's Communication #2015-356
December 16, 2014

TO: Robert A. McCaughan, Public Works Director

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Gordon B. Linn, City Attorney

RE: Resolution – Florida Power & Light Company / Underground Conversions

As requested in your memorandum dated December 12, 2014, Public Works Department Memorandum No. 2015-017, I have prepared and attached the following captioned resolution:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN APPLICANT-INSTALLED FACILITIES AGREEMENT AND A CITY/COUNTY RIGHT-OF-WAY AGREEMENT FOR UNDERGROUND CONVERSIONS BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA POWER & LIGHT COMPANY; PROVIDING AN EFFECTIVE DATE.**

Please ensure that the appropriate city signature pages are attached to each agreement prior to presentation to the City Commission.

JILL R. MESOJEDEC

/jrm
l:cor/pw/2015-356

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN APPLICANT-INSTALLED FACILITIES AGREEMENT AND A CITY/COUNTY RIGHT-OF-WAY AGREEMENT FOR UNDERGROUND CONVERSIONS BETWEEN THE CITY OF POMPANO BEACH AND FLORIDA POWER & LIGHT COMPANY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Agreements between the City of Pompano Beach and Florida Power & Light Company, copies of which Agreements are attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreements between the City of Pompano Beach and Florida Power & Light Company.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/16/14
l:reso/2015-143

ATTACHMENT A

APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND CONVERSIONS (WR# 4325648)

APPLICANT-INSTALLED FACILITIES AGREEMENT FOR UNDERGROUND CONVERSIONS (WR # 4325648)

This Agreement, made and entered into this _____ day of _____, 20_____, by and between CITY OF POMPANO BEACH (the "Applicant"), a Florida municipal corporation or county with an address of 100 W. Atlantic Blvd., Rm. 276, Pompano Beach, FL and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation organized under the laws of the State of Florida, with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Applicant has executed the appropriate underground facilities conversion agreement ("Conversion Agreement") with FPL to convert certain overhead electric distribution facilities (collectively the "Existing Overhead Facilities") to underground distribution facilities (collectively the "Underground Facilities"), as described in the aforementioned Conversion Agreement (hereinafter the "Conversion");

WHEREAS, the Applicant desires to perform itself, or through its Contractors, certain Work as such term is described in Exhibit A associated with the Conversion;

WHEREAS, FPL is willing, subject to all the terms and conditions set forth below in this Agreement, to allow the Applicant to perform the Work based on Applicant's assurance that such Work will be in accordance with FPL's designs, instructions, standards and specifications, and such Work will not adversely impact FPL or its electric customers;

NOW, THEREFORE, in recognition of the foregoing premises, and in consideration of the covenants and promises set forth herein below, FPL and Applicant do hereby agree as follows:

1. **Compliance with Tariff**. Applicant shall comply with and abide by the requirements, terms, and conditions of this Agreement, the Conversion Agreement, and FPL's electric tariff (the "Tariff").

2. **Conditions for Work to be Performed**. Applicant shall, at its own cost and expense, perform or cause to be performed, all Work, as described in Exhibit A, in accordance with the terms and conditions of this Agreement and the standards and specifications shown in Exhibit B. The Applicant shall provide all survey and staking to ensure that all Underground Facilities are installed as shown in the Conversion Agreement and provide As-Built prints to FPL within two (2) weeks of installation, signed and certified by a Florida registered surveyor along with a FPL "Redline" document.

3. **Commencement of Work**. Applicant shall perform the Work, or any portion of the Work, only upon receipt of a notice to proceed containing the approved drawings, specifications and instructions from FPL ("Notice to Proceed"). After receipt of the Notice to Proceed,

Applicant shall provide written notice of intent to commence work to FPL at least five (5) days prior to commencement of such Work. Applicant shall not perform any excavation work without first notifying Sunshine State One Call for identification and marking of existing underground utilities and complying with the excavation requirements set forth in Florida Statute Chapter 556.

4. **Materials**. All Materials are to be supplied by FPL and shall be picked up by Applicant at the following address _____ at a mutually agreed upon time, typically with 5 business days minimum notice, but no more than 15 business days notice, unless mutually agreed upon. Alternatively, FPL will, at Applicant's expense, have the material delivered to a mutually agreed upon location. Applicant assumes liability for any materials lost, stolen or damaged once these materials are picked up by, or delivered to, the Applicant.

5. **Contractors**. Applicant may enter into a contract with a contractor for the performance of the Work, or any portion thereof, provided that the contractor has been approved by FPL in writing prior to execution of such contract. Applicant shall not make any substitution of any contractor for the performance of Work unless the substitution is approved by FPL in writing. The Applicant's contractor(s) shall perform ALL work as outlined within Exhibit A & Exhibit B. No contract or purchase order between Applicant and its contractor(s) shall bind or purport to bind FPL, but each contractor entering into a contract with Applicant with respect to the Work shall name FPL as an intended third-party beneficiary and include a provision permitting its assignment to FPL upon FPL's written request, following default by Applicant or termination or expiration of this Agreement. Applicant shall provide FPL with written certification from each of its contractors performing Work that all warranties, guarantees and obligations of such contractors are equivalent or better than those granted by such contractor to FPL for similar work and shall require that each such contractor name FPL as an intended third party beneficiary of such warranties, guarantees and obligations with the same rights of enforcement as Applicant. Applicant shall assign all representations, warranties, guaranties, and obligations of all contractors at the request and direction of FPL, and without recourse to Applicant, to FPL upon default by Applicant or termination or expiration of this Agreement; provided, however, that, notwithstanding such assignment, Applicant shall be entitled to enforce each such representation, warranty, guaranty, and obligation so long as Applicant has any liability under this Agreement. Applicant hereby assigns to FPL, effective as of the termination or expiration of this Agreement, all representations, warranties, guaranties and obligations of all Contractors.

6. **Right of Entry**. FPL reserves the right, together with its agents or designees to enter the Jobsite as it may elect for the purpose of inspecting the Work, or constructing or installing such collateral work as it may desire, or testing, boring or surveying, or any other purpose.

7. **Inspection and Correction of Deficiencies**.

   7.1. All Work shall be properly inspected and tested, if appropriate, by Applicant and shall at all times be subject to additional inspection by FPL and its designee(s).

7.2. Neither the failure to make such inspection, nor the failure to discover defective workmanship, materials, or equipment, nor approval of or payment to Applicant for such Work shall prejudice the rights of FPL thereafter to correct or reject the same.

7.3. Applicant shall correct any deficiencies found with the Work, including but not limited to discrepancies that are inconsistent with FPL's design, instructions, standards or specifications within two (2) business days. If Applicant does not adequately rectify the identified deficiencies in the required timeframe, FPL may, at its sole discretion, perform, or have performed by its contractor the required repairs and Applicant shall pay FPL for any costs incurred. These requirements apply whether the discovery of deficiencies occurs while Applicant is performing its Work or while FPL, or its contractor, is performing its portion of the work.

7.4. If any Work or part thereof is covered over contrary to the requirements of this Agreement or the written request of FPL, it must, if required by FPL, be uncovered for observation and inspection and covered again at Applicant's sole expense.

7.5. If any Work that FPL has not specifically requested to observe and inspect prior to being covered has been covered, FPL may request to see such Work or part thereof and it shall be uncovered by Applicant. If such Work or part thereof is found to be in accordance with this Agreement, the cost of uncovering and covering again shall be paid by FPL. If such Work or part thereof fails to meet the requirements of this Agreement, Applicant shall pay all costs of uncovering, correcting, and covering again.

7.6. Applicant shall pay FPL for all time spent reviewing and inspecting Applicant's Work.

7.7. No electric customers shall be connected to the Underground Facilities prior to all deficiencies being rectified.

8. **Indemnity / Liability of Applicant**.

8.1. Applicant shall protect, defend, indemnify and hold FPL free and unharmed from and against any liabilities whatsoever resulting from or in connection with this Agreement, the Conversion or in connection with the performance of the Work by the Applicant, its employees, Contractors or Contractor employees, whether or not such liabilities are due to or caused in whole or in part by negligence of FPL; including but not limited to payment disputes between contractor and Applicant.

8.2. Applicant shall assume full responsibility for all damages and all restoration arising in connection with the Work.

9. **Design Work**. FPL shall provide all design, instruction, standards and specifications necessary to perform the Conversion.

10. **Completion of Work and Ownership**. Applicant shall complete the Work by [redacted] [redacted] 20[redacted] and notify FPL when said Work is complete. Upon FPL's final written approval of the completion of the Work ("Acceptance"), Applicant acknowledges that all rights, title and interest, free and clear of all liens, in and to the Work shall vest in FPL. If requested by FPL, Applicant shall provide FPL, in a form acceptable to FPL, an affidavit of Applicant certifying payment of all indebtedness to all Contractors and a written release of liens from Applicant and each Contractor.

11. **No Liability by FPL**. FPL assumes no liability due to any damage, misunderstanding of installation drawings or specifications, or any actions due to Applicant or its Contractor.

12. **Suspension for Cause:**

    12.1. FPL may, by Notice, temporarily suspend the Work, or any portion thereof, under this Agreement when the performance by Applicant or Contractor is unsatisfactory to obtain the results required by this Agreement.

    12.2. The methods by which Applicant performs its Work are entirely the responsibility of Applicant. FPL's right to suspend Work is intended solely to verify that the Work being performed by Applicant and its Contractor conforms to the design, instruction, standards and specifications and shall not obligate FPL to review the efficiency, adequacy or safety of Applicant's or its Contractors methods or means of operation or construction.

    12.3. Any additional costs incurred by Applicant resulting from such suspension shall be borne solely by Applicant.

    12.4. If Applicant immediately corrects the unsatisfactory condition FPL shall authorize resumption of the Work. Applicant's failure to immediately effect correction of the unsatisfactory conditions shall be cause for termination of this Agreement.

13. **Termination for Cause:**

    13.1. FPL may, upon Notice to Applicant, and without prejudice to any remedy available to FPL under law, in equity or under this Agreement, terminate the whole or any part of this Agreement for cause and take possession of the Work without termination charge, penalty or obligation in the event Applicant fails to perform a material obligation under this Agreement and fails to cure such material obligation default within a reasonable period of time, but in no event more than ten (10) business days, after Notice from FPL specifying the nature of such default (any such termination referred to as a "Termination for Cause").

    13.2. In the event of Termination for Cause by FPL, Applicant shall:

a. Unless instructed otherwise in the Notice, immediately stop all Work hereunder;

b. Issue no further contracts except with the prior written consent of FPL;

c. Assign to FPL, to the extent requested by FPL, all rights of Applicant under contracts outstanding;

d. Terminate, to the extent requested by FPL, outstanding contracts;

e. Fully cooperate and refrain from hindering or interfering in any manner with any other persons or parties currently or prospectively performing the Work; and

f. Take any other action toward termination, or toward preservation of the Work, that FPL may direct.

13.3. Upon a Termination for Cause, all obligations of FPL hereunder shall terminate effective immediately. Upon such Termination for Cause, FPL may either rework or take over the terminated Work and proceed to provide such materials, supplies, equipment and labor of both FPL and FPL contractors, as may be reasonably necessary to complete said Work. FPL may have any partially fabricated portion of the Work removed from Applicant's or contractor's facilities upon Notice to Applicant. Applicant shall be liable for any increase of FPL's costs, including rework costs, incurred by FPL as a result of FPL's termination of the contract for cause.

13.4. In the event of Termination for Cause, FPL shall have no liability to Applicant for costs incurred by Applicant as a result of such termination.

14. **Termination Prior to Construction**. Applicant may terminate this Agreement at any time prior to the start of construction. If Applicant elects to still complete the Conversion, then the Contribution-In-Aid-of-Construction (CIAC) amount provided in the Conversion Agreement shall be revised accordingly. The revised Conversion Agreement must be executed and any additional CIAC due received by FPL prior to the start of construction.

15. **Assignment**. This Agreement is not assignable.

16. **Applicant's Payments to FPL.** Any monies that are owed by Applicant to FPL under this Agreement shall be paid to FPL within thirty (30) days of FPL producing an invoice.

17. **Notice**. As used herein, the term "Notice" shall mean any formal written correspondence providing notice of action, purpose, intent or the like given under the provisions of this Agreement. Unless otherwise provided in this Agreement, Notice shall be delivered in

person, by courier or by certified mail and shall be effective when received. General correspondence is not categorized as Notice.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Exhibit A

WR # 4325648

Work to be Performed:

Applicant shall:

- Install all conduit and concrete products based on the attached specifications and in the locations as indicated on the attached drawings.

- Install cable, transformers and switch pads including the primary and secondary cable terminations and connections. FPL will be responsible for energizing the new underground circuit(s) to the existing FPL electrical system.

Exhibit B

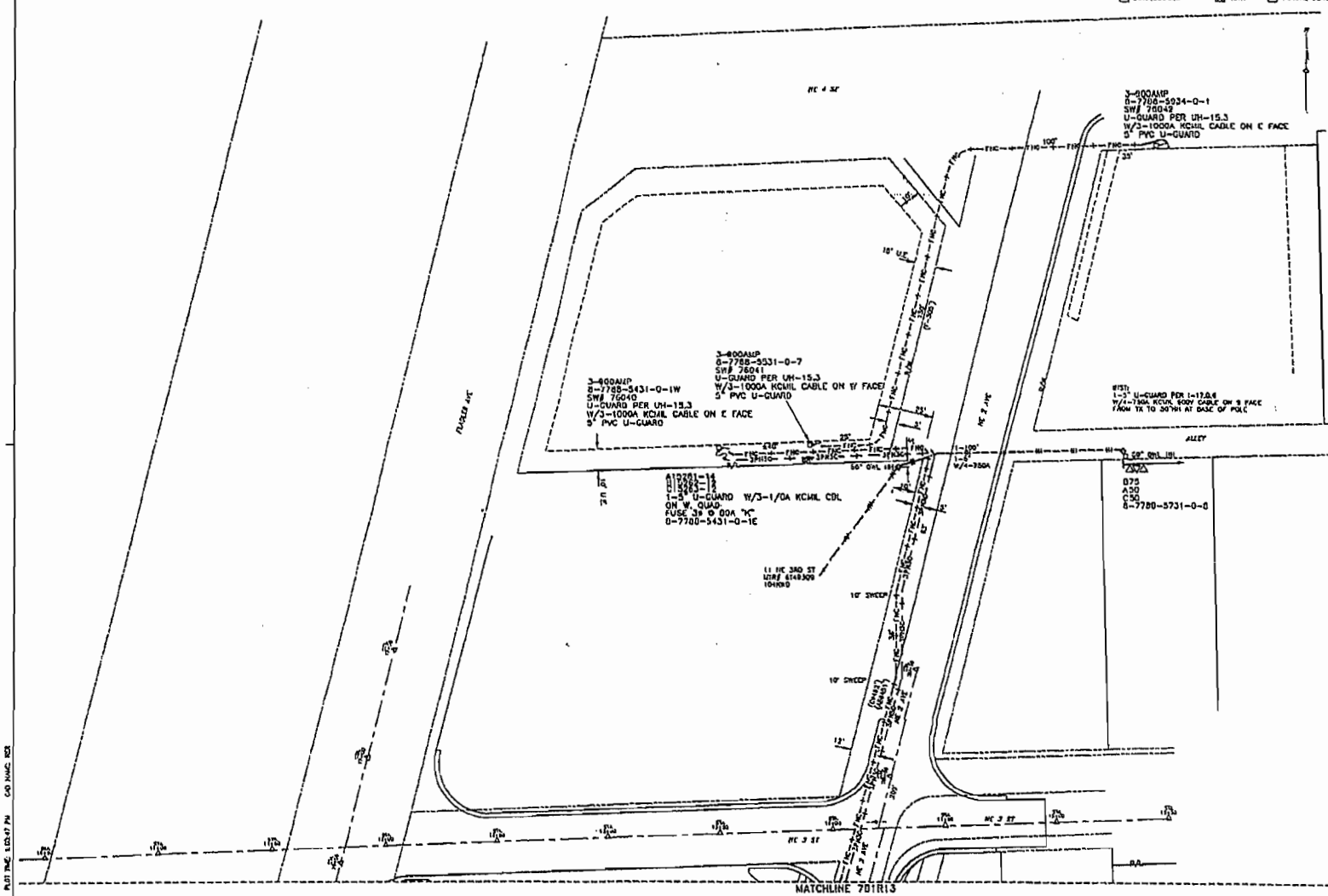
WR # 4325648

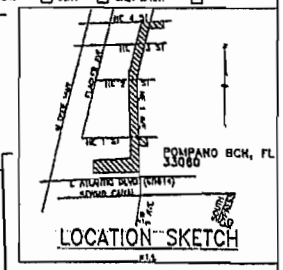
Standards and Specifications

ATTACHMENT B

LOCATION MAPS

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐





ATTENTION

ROW AGREEMENT

CONSTRUCTION NOTES WO 4326848

REQUIRED DRAWINGS

SEE DWG 7B1R11 FOR DRAWING LIST AND CONSTRUCTION NOTES

UTILITY CONTACT LIST:

CALL SUNSHINE @ 1-800-432-4770.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG's

701R13 701S4

ASBUILT	4326848	0	10/03/14	OH TO UG CONV. PULL FDR & PRI CABLE, INST TX'S TO SVC POMPANO BEACH
	AUTH NO.	NO.	DATE	REVISION

AS-DUILT COPY — AS-BUILT CREW PRINT

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on WOS.

AS (revised) ground rods have been driven & verified to be within FPL Standards. Values are shown at GT locations.

Easement?	YES ☒ NO ☐	Survey/Staked	YES ☒ NO ☐
Tree Work?	YES ☐ NO ☒	Designer/Staked	YES ☐ NO ☒
Map Posting?	YES ☒ NO ☐	Trench Feet	
Posted by		Telephone Request?	YES ☐ NO ☒

Work with SHOT	YES ☒ NO ☐				
GT/Special Inst	YES ☐ NO ☒				
Duct Bank Feet					
CITY X	DR. DIST.	COUNTY AVI	STATE RD X	FAA	
WPD X	NR NRQ	COUNTY RD.	TRANSM.		
CATV Request?	YES ☐ NO ☒				

FPL

DESIGNED BY	P. HARLACHER	W/O	HB
DRAWN BY	W. SHERMAN		
DATE	10/03/14		
MAP NO.	U-0343		

0 10 20 40 FEET

OH TO UG CONVERSION
CITY OF POMPANO BEACH
V/O ATLANTIC BLVD & NE 1 AVE
POMPANO BEACH / BROWARD COUNTY, FL

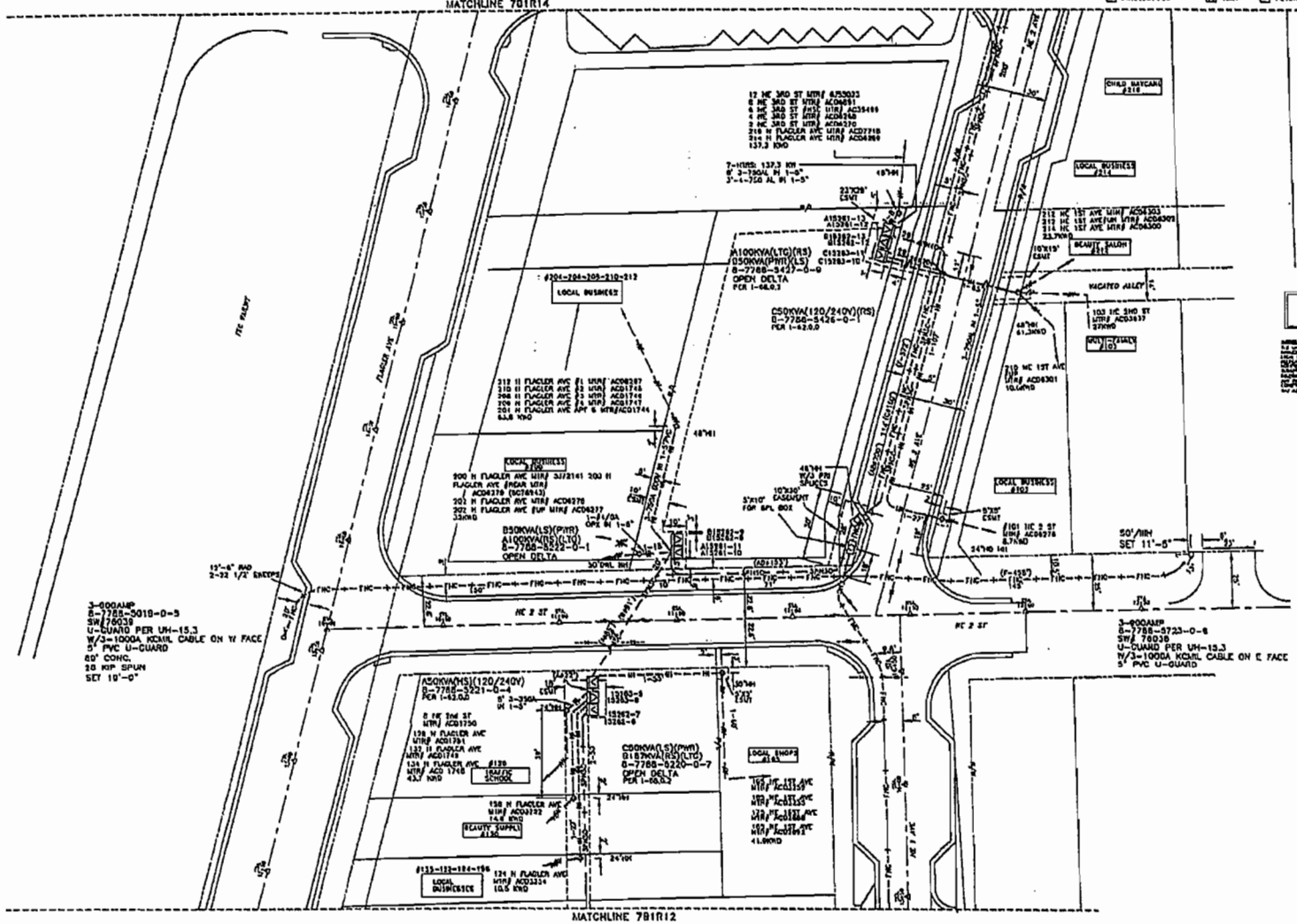
DWG NO. 7B1R14

WR 4326848 MAP D043-25-648

PLOT DATE: 11/12/2014 PLOT TIME: 1:03:47 PM CAD NAME: 1R13

☐ INACCESSIBLE ☒ 138KV ☐ FUTURE 230KV ☐ 230KV ☐ SALT SPRAY ☐

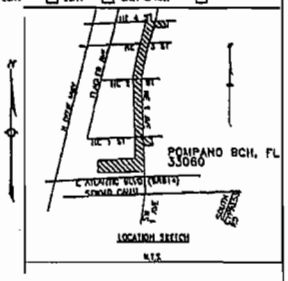
MATCHLINE 701R14



MATCHLINE 701R12

ATTENTION

ROW AGREEMENT



CONSTRUCTION NOTES NR 4325648
REFERENCE DRAWINGS
SEE DWG# 701R11 FOR DRAWING LIST AND CONSTRUCTION NOTES
UTILITY CONTACT LIST:
CALL SUNSHINE @ 1-800-432-4770.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG's

701R12 701S4
701R14

ASBUILT	4325648	0	10/03/14	OH TO UG CONV, PULL FOR & PN CABLE, RIST TX'E TO SVC POMPANO BEACH
	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY — AS-BUILT CHEK PRINT

Job CONVRSD COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

As recorded ground rods have been driven & verified to be within FPL Standards. Values are shown at all locations.

Easement?	YES ☒ NO ☐	Survey/Staked?	YES ☒ NO ☐
Tree Work?	YES ☐ NO ☒	Designer/Staked?	YES ☐ NO ☒
Map Posting?	YES ☒ NO ☐	Trench Feet	
		OHW	X
		UNG	X
Posted by		Telephone Request?	YES ☐ NO ☒

Work with SHOP	YES ☐ NO ☒		
CT/Special Work?	YES ☐ NO ☒		
Duct Bank Feet			
DR. DIST.	COUNTY AIR	STATE RD N	FAA
NR 1010	COUNTY RD.	TRANSM.	
CATV Request?	YES ☐ NO ☒		

FPL

DESIGNED BY	P. HARLACHER
DRAWN BY	M. SHERWOOD
DATE	10/03/14
MAP NO.	U-0343

0 10 20 40 FEET

TWP. 48 RNG 42 SEC. 25 QTR.

N/A NO

OH TO UG CONVERSION
CITY OF POMPANO BEACH
V/O ATLANTIC BLVD & NE 1 AVE
POMPANO BEACH / BROWARD COUNTY, FL

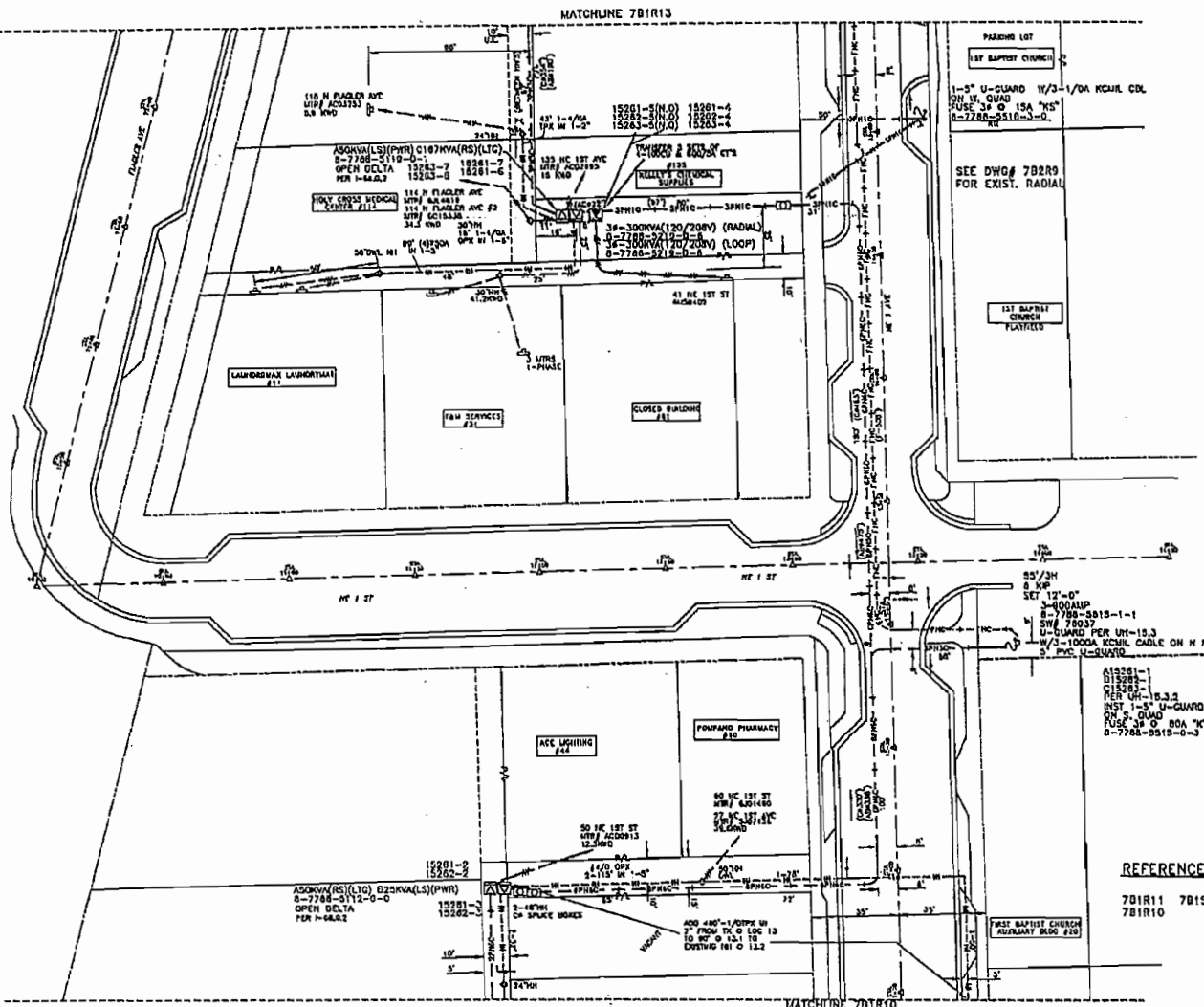
DWG NO. 7B1R13

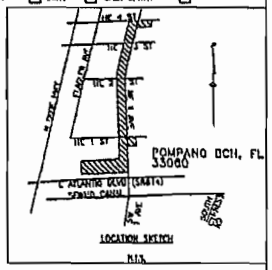
WR 4325648 WM D043-25-648

PLOT DATED 11/12/2014 PLOT TIME 1:03:42 PM CAD NAME: BCH

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

MATCHLINE 7B1R13





ATTACHMENT

ROW AGREEMENT

CONSTRUCTION NOTES NO 4320640
REFERENCE DRAWINGS
SEE DWG# 7B1R11 FOR DRAWING LIST AND CONSTRUCTION NOTES
UTILITY CONTACT INFO
CALL SUNSHINE @ 1-800-432-4770.

The location and existence of any facilities may not be relied upon by this supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Test At Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG's

7B1R11 7B1S4
7B1R10

REFERENCE DWG's

7B1R10 7B1R13
7B1R4

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	4320640	0	10/03/14	OH TO UG CONV, PULL TDR & PN CABLE, INST TX'S TO SYC POMPANO DEADI

AS-BUILT COPY — AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RUS.
As required ground rods have been placed & welded to the main FPL standard. Values are shown at all locations.

Easement? Tree Work? New Footing? Survey/Staked? Designer/Staked? Trench Feet? Work with CMOP? CT/Spacial Info? Dual Bank Feet? Posted by? Telephone Request? CATV Request?

CITY	DR. DIST.	COUNTY AVR	STATE RD	FAA
NWD	RR NBD	COUNTY RD.	TRANSP.	

FPL

DESIGNED BY / DRAWN BY / DATE / MAP NO. U-0343

0 10 20 40 FEET

OH TO UG CONVERSION
CITY OF POMPANO BEACH
W/O ATLANTIC BLVD & NE 1 AVE
POMPANO BEACH / BROWARD COUNTY, FL

DWG NO. 7B1R12

PLOT DATE: 11/12/2014 PLOT TIME: 13:53:22 PM CAD NAME: 1R13

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

MATCHLINE 7B1R12

1050 E ATLANTIC BLVD PMP35
WPB ADV4195
POMPANO

PER 1-87.00
C25KVA(120/240V) (LS)
8-7788-5011-0-7

15263-2

15263-3

(VACANT LOT)

POMPANO
7931

VACANT

PLUG & MARK
4 DUCTS

ADD 450'-3/0TPX IN
2" FROM TS 0 LOC 13
TO 90' @ 13.1 TO
EXISTING MH 0 13.2

NE 7 AVE

MATCHLINE 7B1R11

E ATLANTIC BLVD (SR814)

SFWMD R/W(C-18 CANAL)

70'/1 CCA

SW 1 AVE

3-600AMP
8-7788-4505-0-2
SW# 76035
U-GUARD PER UH-15.3
W/3-1000A KCMIL CABLE ON S FACE
5" PVC U-GUARD

5X10'
FOR SPL BOX

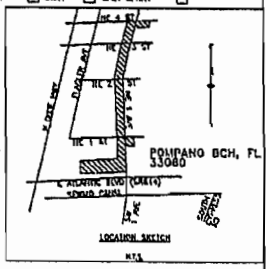
ATTENTION
ROW AGREEMENT

This location and existence of any facilities may not be noted upon or the inspector is responding to a 811 or in complying with any contract. Inspector is responsible for correcting also conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG's

7D1R11 7D1S4
7D1PP2



CONSTRUCTION NOTES WR 4325648
INCLUDED DRAWINGS
SEE DWG# 7B1R11 FOR DRAWING LIST
AND CONSTRUCTION NOTES

UTILITY CONTACT LIST:
CALL SUNSHINE @ 1-800-432-4770.

AS-BUILT COPY | AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Noted changes shown on NOS.
All required ground rods have been driven & verified to be within TPL Standards. Values are shown at all locations.

Easement? YES ☒ NO ☐	Survey/Stake? YES ☒ NO ☐	Work with SUCO? YES ☐ NO ☒	
Tree Work? YES ☐ NO ☒	Designer/Stake? YES ☐ NO ☒	CT/Special Sig? YES ☐ NO ☒	
Man Posting? YES ☒ NO ☐	Trench Feet	Duct Bank Feet	
	CITY X / DR. DIST.	COUNTY AIR	STATE RD X / FAA
	WMD X / RR XING	COUNTY RD.	TRANSM.
Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒	

SPL

DESIGNED BY	P. HANLAGHER
DRAWN BY	M. SHEPHARD/M.P.
DATE	10/03/14
MAP NO.	U-0343

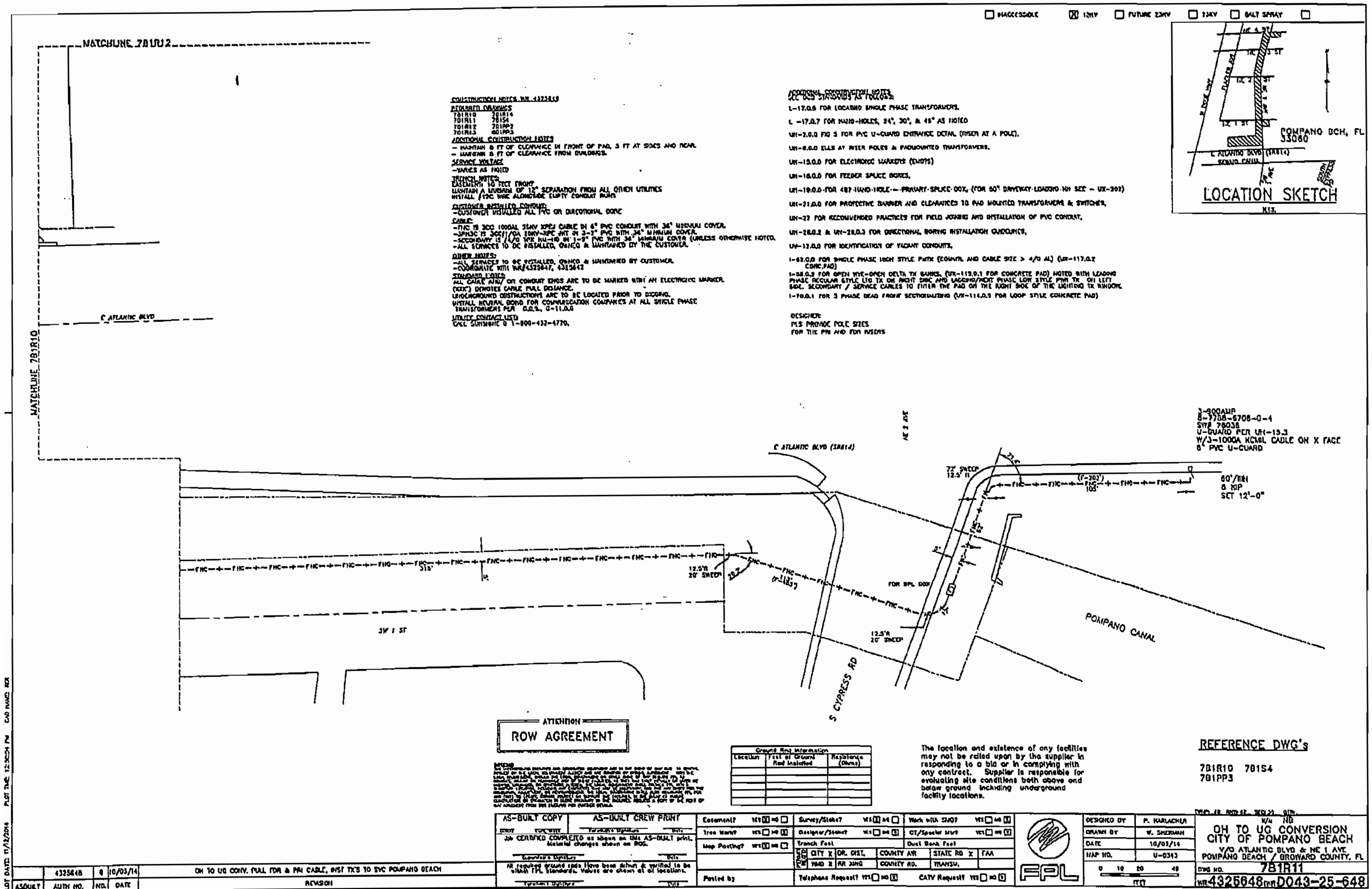
0 10 20 40
FEET

OH TO UG CONVERSION
CITY OF POMPANO BEACH
V/O ATLANTIC BLVD & NE 1 AVE
POMPANO BEACH / BROWARD COUNTY, FL

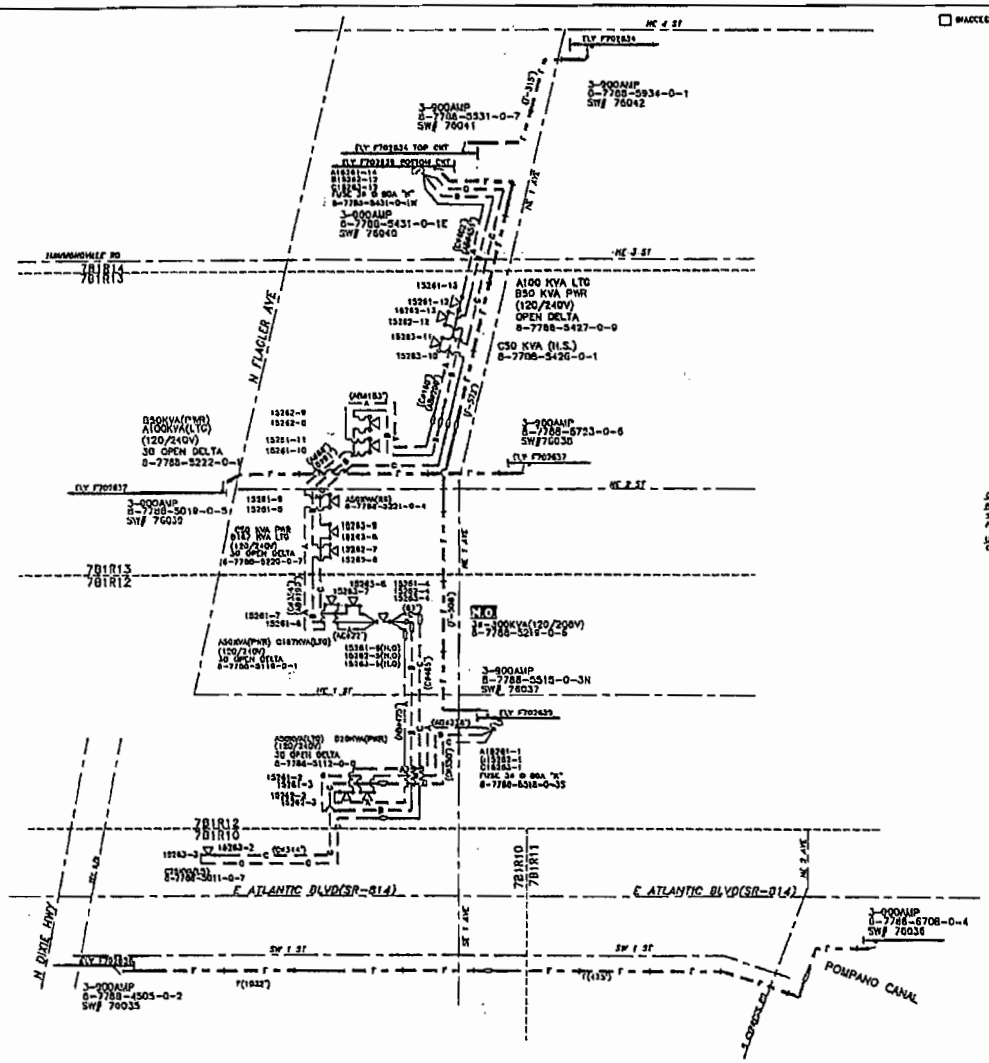
DWG NO. 7B1R10
WR# 4325648 TWN D043-25-648

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	4325648	0	10/03/14	OH TO UG CONV. PULL FOR & FN CABLE, INST TX'S TO SVC POMPANO BEACH

PLOT DATE: 11/12/2014 PLOT TIME: 12:19:50 PM CAD NAME: 1R1


MATCHLINE 781R12
MATCHLINE 781R10
C ATLANTIC BLVD
CONSTRUCTION NOTES WR 4325648
REQUIRED DRAWINGS
781R10 781R14
781R11 781S4
781R12 781PP2
781R13 801PP3
ADDITIONAL CONSTRUCTION NOTES
- MAINTAIN 8 FT OF CLEARANCE IN FRONT OF PAD, 3 FT AT SIDES AND REAR.
- MAINTAIN 8 FT OF CLEARANCE FROM BUILDINGS.
SERVICE VOLTAGE
-VARIES AS NOTED
TRENCH NOTES:
MAINTAIN A MINIMUM OF 12" SEPARATION FROM ALL OTHER UTILITIES
CUSTOMER INSTALLED CONDUIT
-CUSTOMER INSTALLED ALL PVC OR DIRECTIONAL BORE
CABLE:
-ALL SERVICES TO BE INSTALLED, OWNED & MAINTAINED BY THE CUSTOMER.
OTHER NOTES:
-ALL SERVICES TO BE INSTALLED, OWNED & MAINTAINED BY CUSTOMER.
STANDARD NOTES:
ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER.
UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING.
UTILITY CONTACT LIST:
CALL SUNSHINE @ 1-800-432-4770.
ADDITIONAL CONSTRUCTION NOTES
SEE DCS STANDARDS AS FOLLOWS:
UN-16.0.0 FOR FEEDER SPLICE BOXES.
UN-27 FOR RECOMMENDED PRACTICES FOR FIELD JOINING AND INSTALLATION OF PVC CONDUIT.
DESIGNER:
PLS PROVIDE POLE SIZES
FOR THE PRI AND FOR RISERS
LOCATION SKETCH
POMPANO BCH, FL 33060
N.T.S.
NE 2 AVE
C ATLANTIC BLVD (SR814)
SW 1 ST
S CYPRESS RD
POMPANO CANAL
12.5'R 20' SWEEP
72' SWEEP 12.5' R
60'/III 6 KIP SET 12'-0"
ATTENTION
ROW AGREEMENT
REFERENCE DWG's
781R10 781S4
781PP3
The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.
AS-BUILT COPY
AS-BUILT CREW PRINT
DESIGNED BY P. KARLACHER
DRAWN BY W. SHERMAN
DATE 10/03/14
MAP NO. U-0363
OH TO UG CONVERSION
CITY OF POMPANO BEACH
V/O ATLANTIC BLVD & NE 1 AVE
POMPANO BEACH / BROWARD COUNTY, FL
DWG NO. 781R11
WR4325648 D043-25-648
4325648 0 10/03/14 OH TO UG CONV. PULL FDR & PRI CABLE, INST TX'S TO SVC POMPANO BEACH
ASBUILT AUTH NO. NO. DATE REVISION
FPL

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



ATTENTION

ROW AGREEMENT

IMPORTANT:
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION REMAINING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT, OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, DAMAGE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR EXCAVATION IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/CO FOR FURTHER DETAILS.

CONSTRUCTION NOTES W/ 4326648
AS-BUILT DRAWINGS
SEE DWG# 7B1R11 FOR DRAWING LIST AND CONSTRUCTION NOTES

UTILITY CONTACT LIST:
CALL SUNSHINE @ 1-800-432-4770.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

13KV UG LOOP LOADING		
G- LOOP#	KVAC	FUSE
A-15261	150	80A-K
B-15262	367	80A-K
C-15263	442	80A -K

REFERENCE DWG's

7B1R10 7B1R11
7B1R12 7B1R13 RB1R14
7B1PP2 7B1PP3

AS-BUILT COPY — AS-BUILT CREW PRINT

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on NOS.

Easement? YES ☒ NO ☐ | Survey/Staked? YES ☒ NO ☐ | Work w/in DNOT YES ☐ NO ☒
Tree Work? YES ☐ NO ☒ | Designer/Staked? YES ☐ NO ☒ | CT/Special Inst? YES ☐ NO ☒
Map Posting? YES ☐ NO ☐ | Trench Feet | Duct Bank Feet
CITY X | DR. DIST. | COUNTY AIR | STATE RD X | FAA
VAD X | RR SIND | COUNTY RD. | WARSH.
Posted by | Telephone Request? YES ☐ NO ☒ | CATV Request? YES ☐ NO ☒

FPL

DESIGNED BY F. HARLACHER
DRAWN BY W. SHERMAN
DATE 10/03/14
MAP NO. U-0343
0 N.T.S. FEET

DWG. 48 REV.41 WO 25 GTN
#/Ar ND

OH TO UG CONVERSION
CITY OF POMPANO BEACH
V/O ATLANTIC BLVD & NE 1 AVE
POMPANO BEACH / BROWARD COUNTY, FL

DWG NO. 7B1S4
WM 4326648 WM D043-26-648

ASBUILT	AUTH NO.	NO.	DATE	REVISION
	4326648	0	10/03/14	OH TO UG CONV. PULL FDR & PW CABLE, INST TX'S TO SVC POMPANO BEACH

PLOT DATE: 11/13/2014 PLOT DWG: S7B1S3.PW CAD FILNED: RCR

ATTACHMENT C

SPECIFICATIONS FOR UNDERGROUND CONDUIT INSTALLATION

SPECIFICATIONS FOR UNDERGROUND CONDUIT INSTALLATION

1. Conduit, handhole, and transformer pad placement shall be in the easement provided and in accordance with the design drawings and field staking.

2. Use only FPL supplied conduit with FPL supplied bends. (Figure 1)

3. Glue all joints securely with FPL supplied glue. (Appendix A)

4. FPL conduit markers must be placed at all conduit ends. (Figure 1)

5. Primary conduit is to have a minimum of 36 inches of cover. Secondary conduit is to have a minimum of 24 inches of cover. (Figure 1). Secondary conduit may be placed at 36" depth when in the same trench as primary conduit.

6. All service and street light conduit is to have 24 – 30 inches of cover at property line. All future service stub-outs at transformer locations to be installed with 90's. Where primary, secondary, or street light conduit runs turn horizontally, 36 inch radius 90 degree bends are to be used.

7. Cap all ends of the conduit with FPL supplied end caps. Denote termination point of each conduit run on the capped end, (Appendix B). All conduit ends are to be terminated 1 – 2 feet above final grade except at transformer locations where conduit ends are to be terminated 3 inches above final grade. (Figure 3)

8. Install 1 #12 copper locate wire supplied by FPL in each trench per attached specs (Figure 4). All ends of the #12 copper locate wire must be exposed above grade, and secured with a tie wrap to a piece of stubbed up conduit for future locates. (Figure 4)

9. Conduits terminated at transformer locations to be installed with templates supplied by FPL per Figure 3A, 3B, or 3C according to the type of transformer being installed. (Consult your Service Planner).

10. Concrete transformer slabs provided by FPL are to be installed level on compacted fill at final grade and oriented as shown on the FPL design drawing(s) (Figure 3)

11. Conduits terminated at future secondary handhole locations to be installed per Figure 2. If secondary handholes are being installed at the time of conduit installation, install 45 degree bends as shown in Figure 1.

12. Primary splice handhole to be installed with electronic cable marker. (Figure 2A)

13. Install a continuous length of pull string in all conduit runs.

14. Backfill operations are to be done carefully with special attention given to utilizing clean fill, thereby assuring the elimination of rock and other scrap material to insure that the conduit will not be damaged or marking devices moved and proper compaction is achieved.

TESTING AND ACCEPTANCE GUIDELINES

Following notification of completed installation of underground conduits by a developer/contractor FPL will:

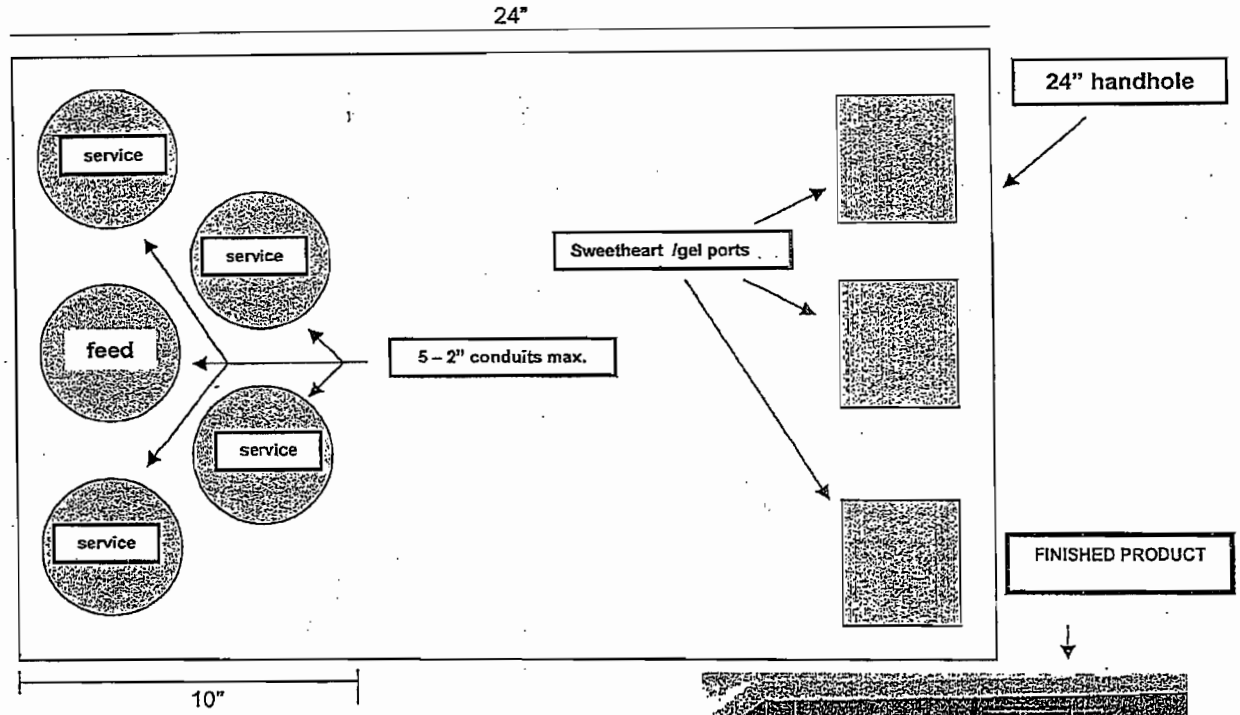
1. Randomly spot check the installation depth of conduits below grade at a minimum of 2 points between each primary termination point, (transformers, splice boxes & risers) noting the measured depth on the record drawing.

2. After confirming the correct routing and integrity of a conduit run, verify that the cable markers were installed and exposed conduit ends are plugged.

3. Confirm that a continuous length of pull string has been installed in all conduit runs and verify that all conduits runs terminate in the correct locations.

4. The final acceptance of the conduit installation will occur when FPL pulls the conductor and occupies the conduit.

TEMPLATE



WHEN INSTALLING 2" CONDUITS UP TO 5 MAY BE PLACED IN A 24" HANDHOLE. Please Install all conduits within 10" of one end of the handhole. This allows cables to drape across to the other end of handhole where the terminations will be placed such as sweetheart connectors or gel port connectors. When the wires are raised out of the handhole this will allow approximately 18" of wire above ground level making it easier for employees to work on in future situations.

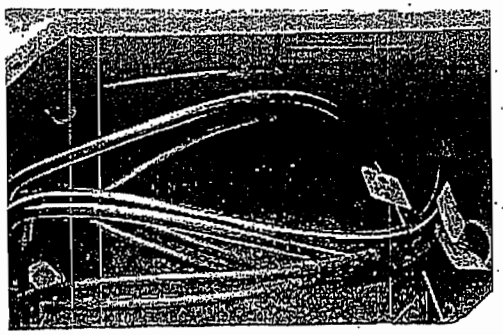
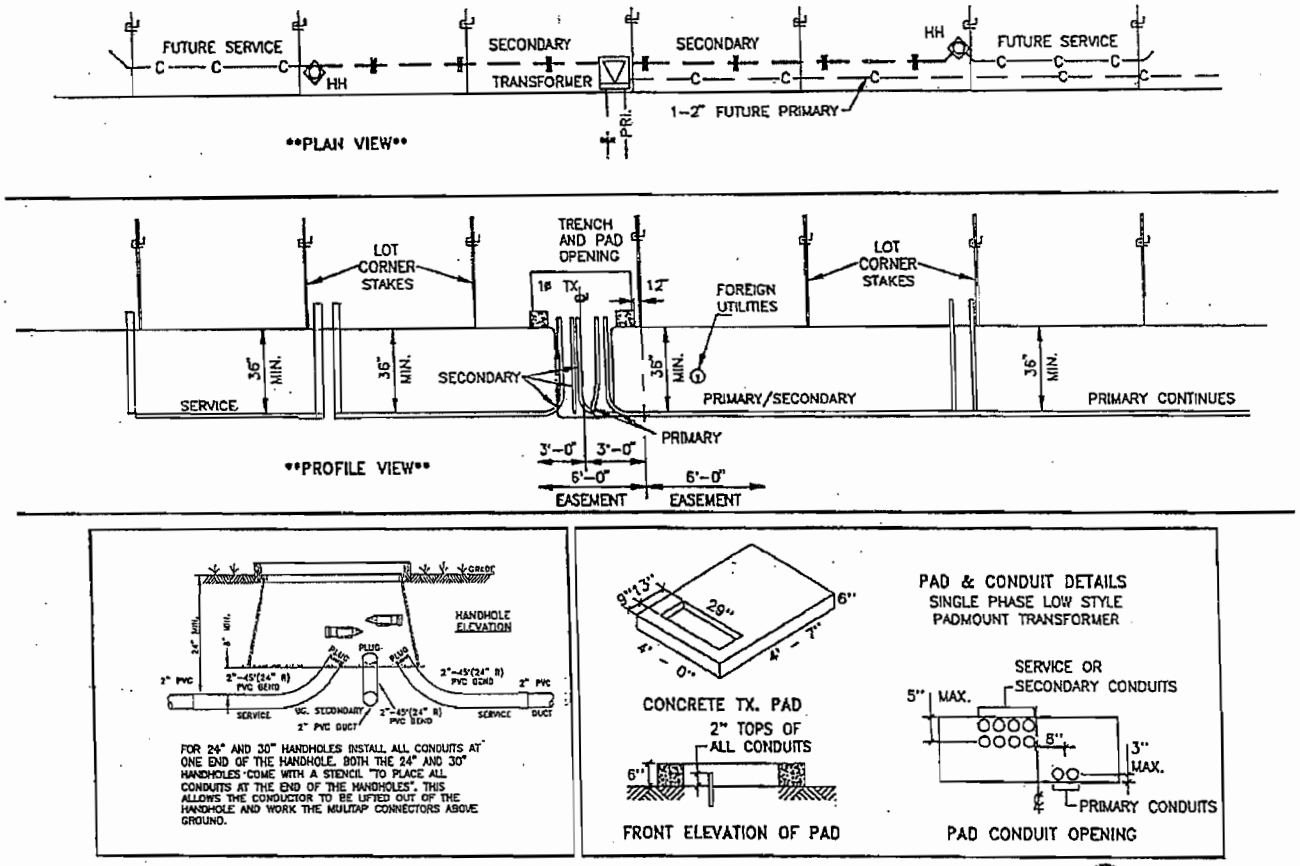


FIGURE 1



F P L

Note - Transformer location to be per specific design drawing, and may split lot lines in some cases.

FIGURE 2

TYPICAL SERVICE HANDHOLE INSTALLATION

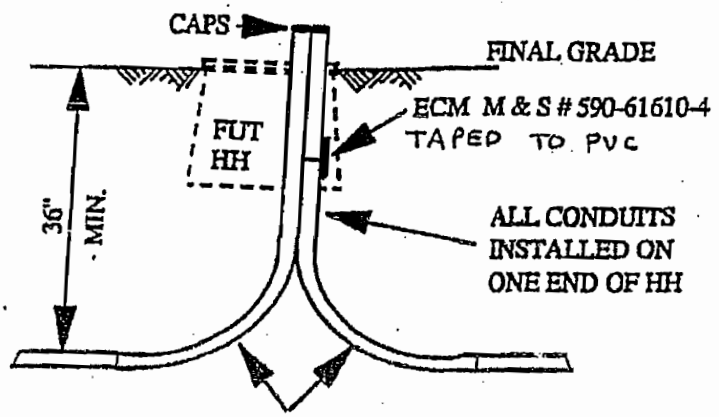


FIGURE 2A

48" PRIMARY SPLICE HANDHOLE

M & S # 161-12100-4

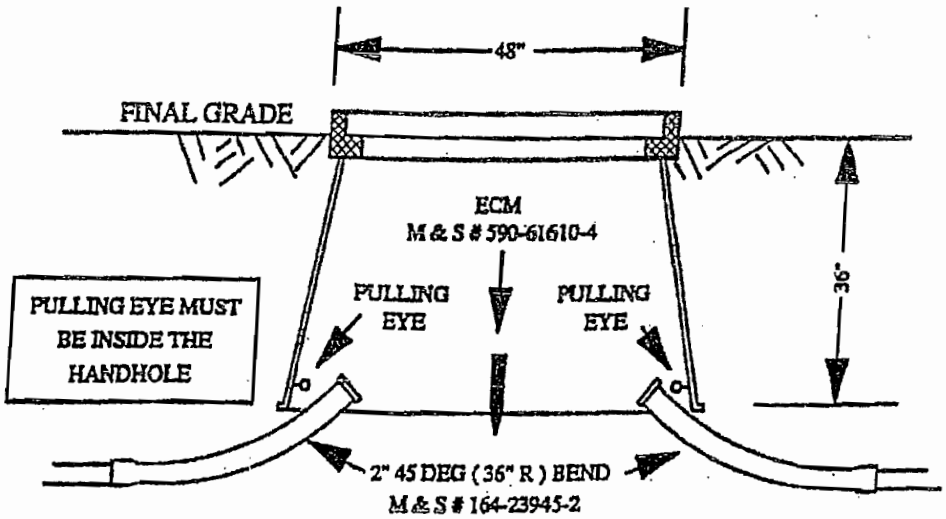
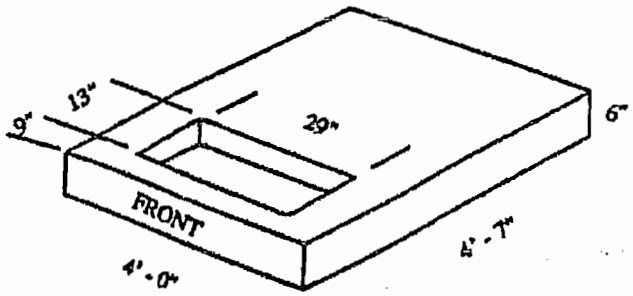


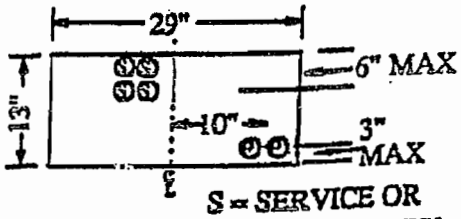
FIGURE 3

PAD & CONDUIT DETAILS

SINGLE PHASE LOW STYLE
PADMOUNT TRANSFORMER



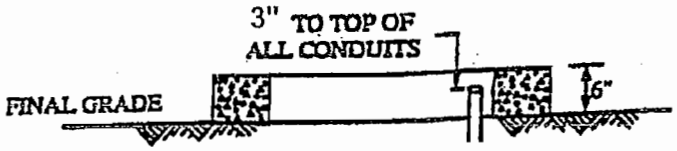
CONCRETE TRANSFORMER PAD
M & S # 162-24800-4



S = SERVICE OR
SECONDARY

P = PRIMARY

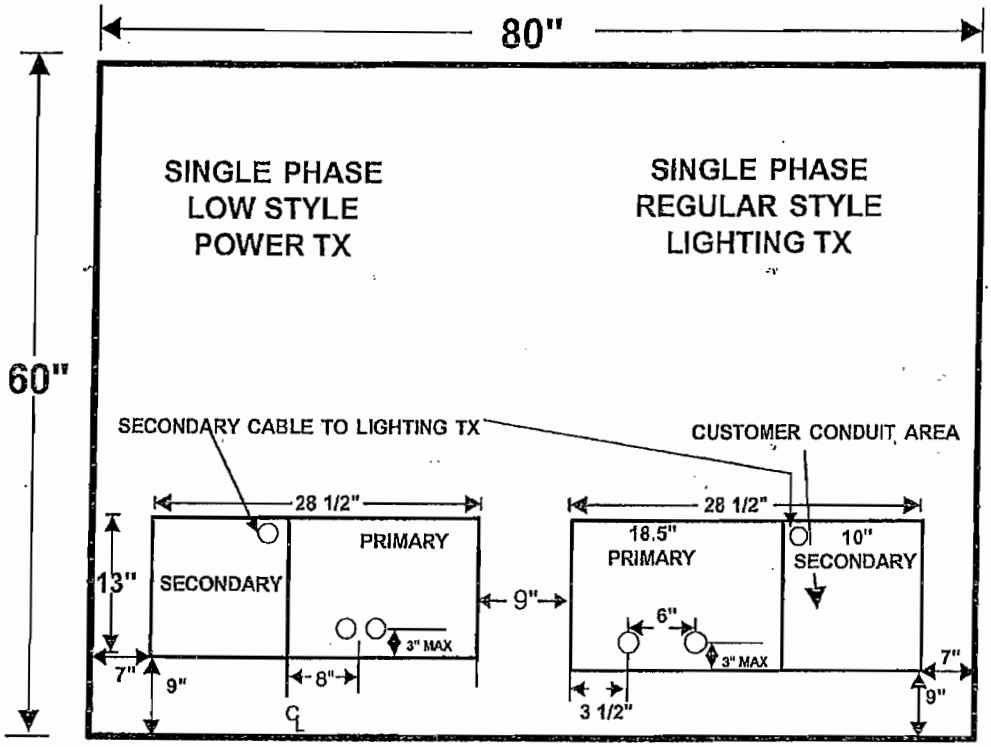
PAD CONDUIT OPENING



FRONT ELEVATION OF PAD

FIGURE 3A

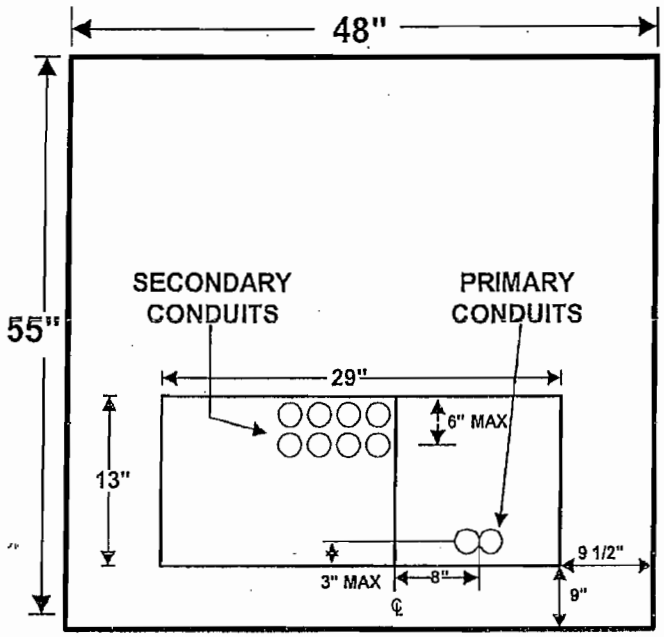
ONE LOW STYLE & ONE REGULAR STYLE TRANSFORMER



(FRONT OF PAD)

FIGURE 3B

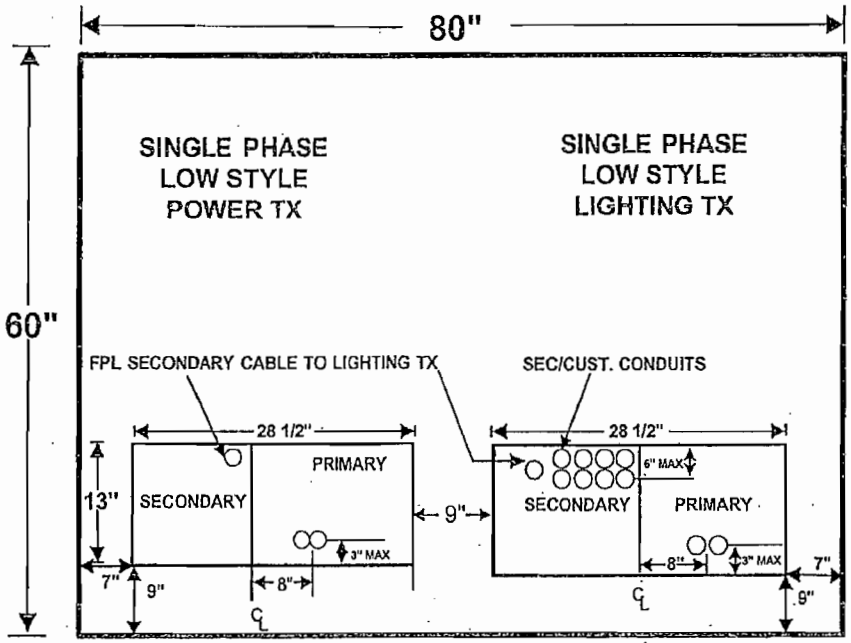
SINGLE PHASE LOW STYLE TRANSFORMER



(FRONT OF PAD)

FIGURE 3C

TWO LOW STYLE TRANSFORMERS



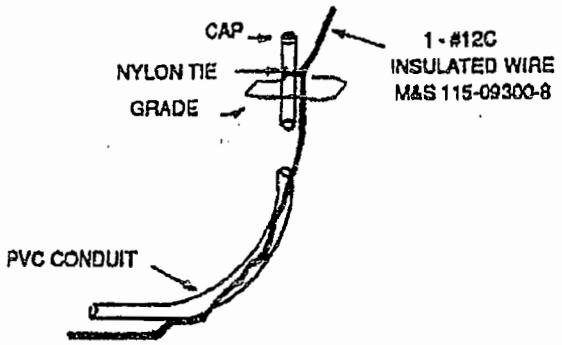
(FRONT OF PAD)

FIGURE 4

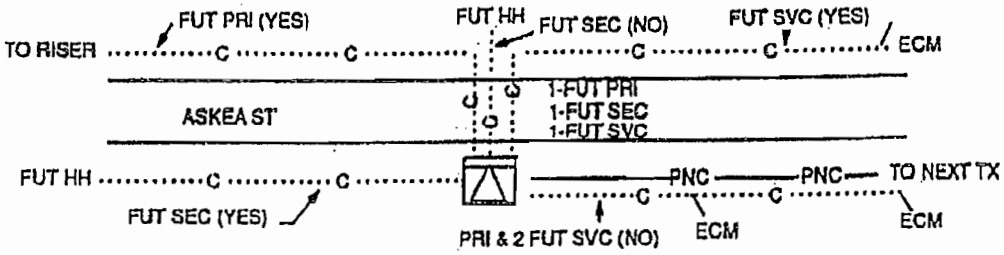
1 - #12C INSTALLATION

When installing conduit only (cable to be pulled later), a single #12 copper insulated wire is to be direct buried in every trench at the same depth as the conduits. The ends of the wire are to be terminated above ground at the conduit ends as shown. This wire will allow empty plastic conduits to be located with electronic equipment.

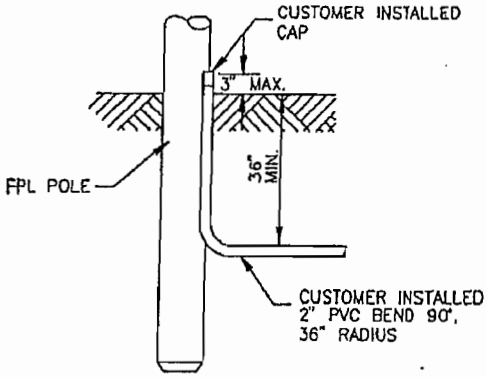
This method is not intended for cases where conduit is installed strictly for road crossings only. In these cases ECM markers should be used to mark the conduit ends.



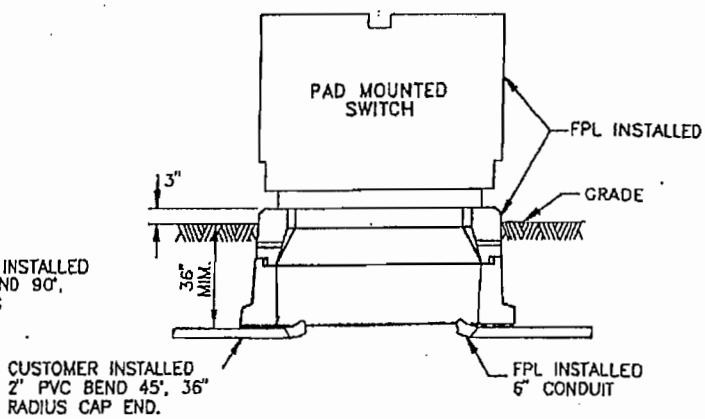
WHERE TO INSTALL #12C WIRE



DRAWING SYMBOLS



TYPICAL PVC CONDUIT BEND AT RISER POLE INSTALLATION



TYPICAL CONDUIT ENTRANCES TO PAD MOUNTED SWITCH

SYMBOLS

	EXISTING	PROPOSED
CONDUCTORS – PRIMARY FPL OWNED, IN CONDUIT, WITH CONDUCTOR SIZE, METAL, RATED VOLTAGE INSULATION AND NEUTRAL INDICATED.	—+—PNC—+—	—+—PNC—+—
CONDUCTORS – SECONDARY – STREET LIGHT FPL OWNED, IN CONDUIT, WITH CONDUCTOR SIZE, METAL AND INSULATION INDICATED (HM/HD TPX SHOWN).	1/0A	4/0A
SERVICE LATERALS THREE-WIRE SECONDARY SERVICE. FPL OWNED IN CONDUIT WITH CONDUCTOR SIZE, METAL, INSULATION AND JACKET INDICATED.	3-2C RN	1/0A TPX
EMPTY CONDUIT	—C—	—C— —C—
PADMOUNTED TRANSFORMERS PADMOUNTED TRANSFORMER, 1ø, WITH kVA RATING (FRONT, OR TERMINAL CHAMBER, IS SMALL RECTANGLE AT RIGHT END OF SYMBOL. PRIMARY PHASE INDICATED) TRANSFORMER STYLE SHOWN AS FOLLOWS: (RS) – REGULAR SIZE – 42" + HIGH, (DF) – DEAD FRONT – 32 " + HIGH, (LS) – LOW STYLE – 24" + HIGH.	B 15	B 15
STRUCTURES		
ELECTRONIC CABLE MARKER AND OR SPLICE PIT (BURIED)		
SERVICE HANDHOLE		

FPL

APPENDIX A

UN-27.0.0	RECOMMENDED PRACTICES FOR FIELD JOINING OF PVC CONDUIT (USING CLEAR SOLVENT CEMENT) AND PVC CONDUIT INSTALLATION	UN-27.0.0

FIELD JOINING

1. EXAMINE EACH LENGTH OF CONDUIT AND ENSURE THERE ARE NO INTERIOR OR EXTERIOR IMPERFECTIONS, CRACKS, ETC. REMOVE ALL FOREIGN MATERIAL FROM INSIDE CONDUIT.

2. USING A HACKSAW, FINE TOOTH WOOD SAW, OR NYLON STRING, CUT PIPE SQUARE (IF REQUIRED). REMOVE ANY BURRS AND BEVEL ANY SHARP EDGES. WIPE DRY WITH A CLEAN, DRY CLOTH.

3. APPLY CEMENT (M & S #522-14100-7) UNIFORMLY ON INSIDE OF BELL OR FITTING. APPLY UNIFORM COAT OF CEMENT ONTO CONDUIT END. DO NOT POUR, SPLASH, OR GLOB CEMENT ON!

4. IMMEDIATELY INSERT THE CONDUIT INTO THE BELL END OF FITTING ALL THE WAY TO THE INSIDE SHOULDER. ENSURE SNUG FIT AND TURN CONDUIT 1/4 TURN TO DISTRIBUTE CEMENT EVENLY.

5. HOLD JOINT FOR APPROXIMATELY ONE MINUTE TO ALLOW CEMENT TO BEGIN SETTING. WIPE OFF EXCESS CEMENT.
   (NOTE: MANUFACTURER RECOMMENDATIONS ARE TO ALLOW FOR A MINIMUM OF 10 MINUTES OF DRYING TIME PRIOR TO ANY BACKFILLING. WEATHER CONDITIONS MAY VARY THIS SETTING TIME.)

FIELD INSTALLATION

1. LAY CONDUIT RUN INTO TRENCH. DO NOT KICK, THROW OR SLAM IT IN!

2. SURROUNDING TRENCH BACKFILL MUST BE FREE OF LARGE OR SHARP ROCKS, CINDERS OR OTHER DEBRIS WHICH WILL DAMAGE CONDUITS DURING BACKFILL OPERATION OR SUBSEQUENT COMPACTION.

3. IN CORAL ROCK AREAS, IT IS RECOMMENDED THAT HAND BACKFILLING FOR THE FIRST 3 TO 6 INCHES BE PERFORMED.

4. INSTALL PLUGS OR END BELLS ON ALL VACANT DUCTS, AS REQUIRED.

5. THE FINISHED CONDUIT RUN SHALL BE RODDED IN AN APPROVED MANNER (I.E. WINCH LINE, MANDREL, ETC.) TO VERIFY CONTINUITY AND CLEANLINESS. (NOTE: NO CONDUIT RUN SHALL BE ACCEPTED AS PROPERLY INSTALLED UNLESS FREE PASSAGE IS OBTAINED AND VERIFIED BY FPL SUPERVISION.)

F P L
OH & UG DISTRIBUTION SYSTEM STANDARDS

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.

ORIGINATOR: CM DRAWN BY: BQ

DATE: 9-30-94 APPROVED: R. J. SALESKY NO SCALE
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

APPENDIX B

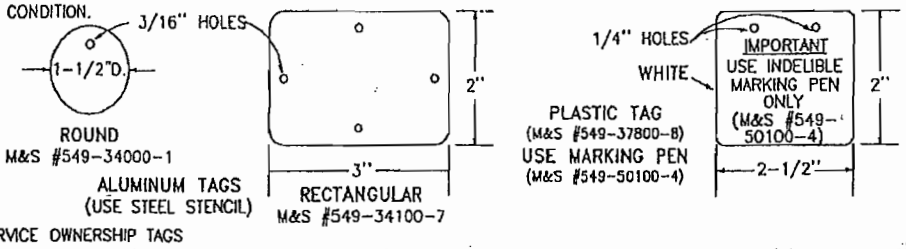
UV-12.0.0	IDENTIFICATION OF UNDERGROUND CABLES AND VACANT CONDUITS	UV-12.0.0

GENERAL ALL UNDERGROUND CIRCUITS SHOULD BE IDENTIFIED WHERE APPLICABLE AS FOLLOWS:

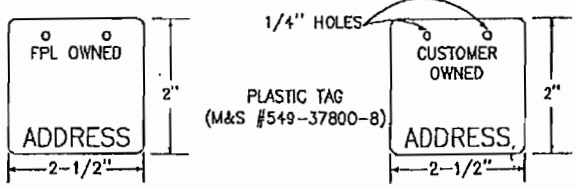
- FEEDER NUMBER
- SWITCH NUMBER
- PHASE
- CONDUCTOR SIZE, METAL, TYPE INSULATION AND VOLTAGE RATE (IF NOT SAME AS OPERATING VOLTAGE)
- SOURCE OR DIRECTION OF FEED
- OWNERSHIP
- ADDRESS OF BUILDING SERVED
- TLM NUMBER
- DATE OF FAILURE ON SECTION OF CABLE (DIRECT BURIED ONLY)
- ANY UNUSUAL CONDITIONS, I.E. CABLE IN CONDUIT, PARTIALLY IN CONDUIT, DIRECT BURIED, ETC.

ALL CIRCUITS AND VACANT CONDUITS SHOULD BE APPROPRIATELY IDENTIFIED AT EACH TERMINAL OR SWITCHING POINT AND ALL INTERMEDIATE LOCATIONS SUCH AS VAULTS, MANHOLES, PAD MOUNTED TRANSFORMERS, OR HANDHOLES. WHEN THE CIRCUIT OR VACANT CONDUIT IS OWNED BY OTHER THAN FLORIDA POWER & LIGHT COMPANY, SHOW "CUST" ON APPROPRIATE TAG. IF NECESSARY INFORMATION CANNOT BE SHOWN ON ONE TAG, USE ADDITIONAL TAGS.

INFORMATION WILL BE PLACED ON APPROVED TAGS SHOWN BELOW IN THE MANNER DESCRIBED FOR THE PARTICULAR CONDITION.



SERVICE OWNERSHIP TAGS
PLACE INSIDE METER CAN. USE TIE WRAP TO ATTACH TAG TO CONDUCTORS. PRINT ADDRESS USING MARKING PEN (M&S #549-50100-4)



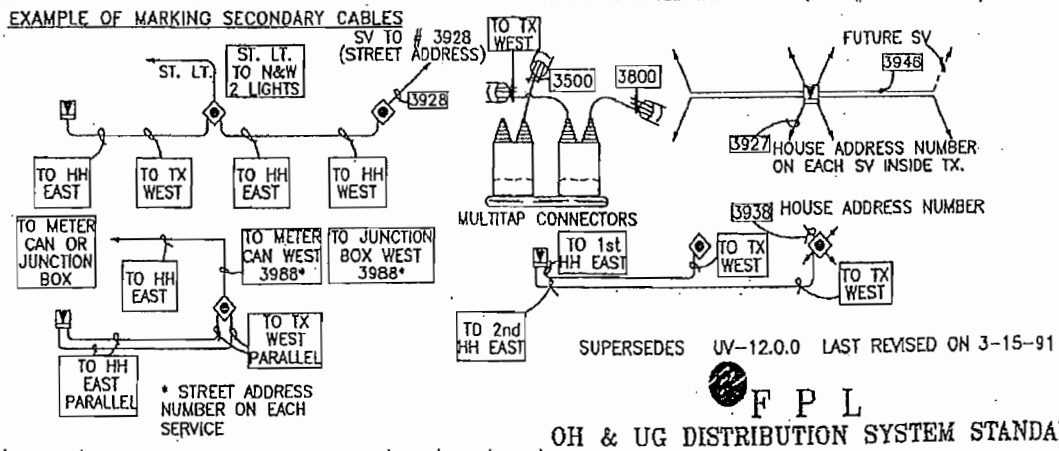
UNDERGROUND DUCT & MANHOLE SYSTEMS

USE ALUMINUM TAGS, AFFIXED TO CABLES WITH #12C-TW ON ALL CIRCUITS IN UNDERGROUND SYSTEMS, SUCH AS SUBWAY VAULTS, MANHOLES, RISER POLES, ETC. ROUND ALUMINUM TAGS ARE FOR FEEDER NUMBER AND PHASE IDENTIFICATION. RECTANGULAR ALUMINUM TAGS ARE USED FOR ALL OTHER IDENTIFICATION PURPOSES FOR EXAMPLE, ON ISOLATED NEUTRAL CONDUCTORS OF PILC CABLES, ETC.

DIRECT BURIED AND CABLE IN CONDUIT SYSTEMS

USE ALUMINUM TAGS FOR CUSTOMER I.D. AS INDICATED ABOVE FOR LOCATIONS THAT WILL BE SUBJECTED TO SUNLIGHT. USE PLASTIC TAGS FOR URD CABLE TERMINATION TAGGING AND AT OTHER LOCATIONS SUCH AS PADMOUNTED TRANSFORMERS AND HANDHOLES. ALLOW 10 SECONDS MINIMUM DRYING TIME TO PREVENT SMEARING. FASTEN PLASTIC TAG TO CABLE WITH TY-RAP (M&S #534-25000-1).

EXAMPLE OF MARKING SECONDARY CABLES



SUPERSEDES UV-12.0.0 LAST REVISED ON 3-15-91

FPL

OH & UG DISTRIBUTION SYSTEM STANDARDS

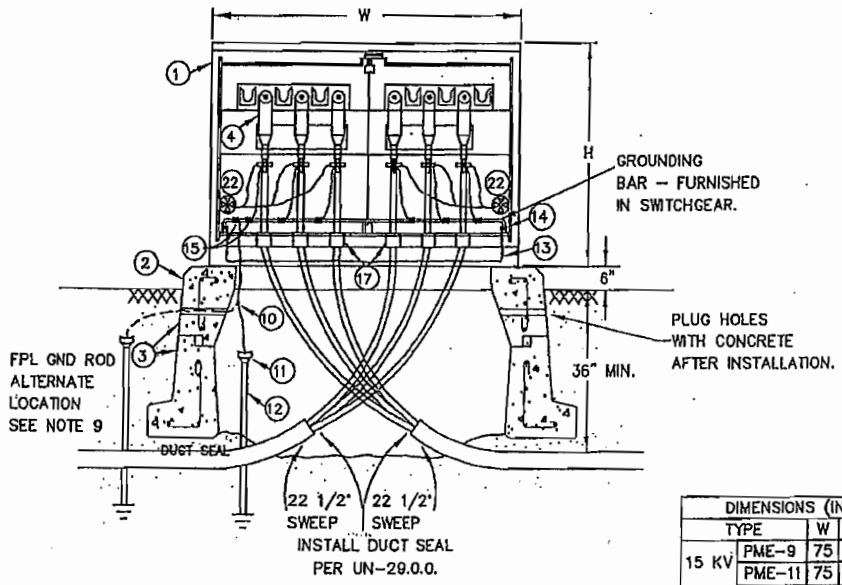
ORIGINATOR: RJO DRAWN BY: MLG

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
0	9-30-94	CHANGED PAGE FORMAT AND REVISED NOTES AND DIMENSIONS	RJO	MLG	RJS

DATE: 9-30-94 APPROVED: R.J. SALESKY SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES NO SCALE

C-32.0.2	TYPICAL INSTALLATION OF 15 OR 25 KV S & C TYPE PME DEAD FRONT THREE PHASE PAD MOUNTED SWITCHGEAR	C-32.0.2

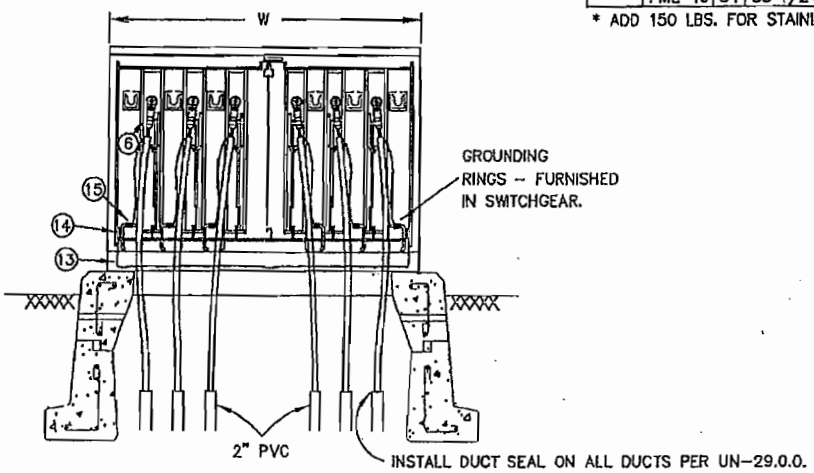
C



600 AMP FEEDER SIDE
SECTION A-A

DIMENSIONS (INCHES)					WEIGHT IN LBS.*
TYPE		W	D	H	
15 KV	PME-9	75	67	50	2300
	PME-11	75	73	50	2350
	PME-10	75	73	50	2400
25 KV	PME-9	84	82	56	2900
	PME-11	84	88 1/2	56	2950
	PME-10	84	88 1/2	56	3000

* ADD 150 LBS. FOR STAINLESS STEEL.



FUSE SIDE (PME-9 SHOWN)
SECTION B-B

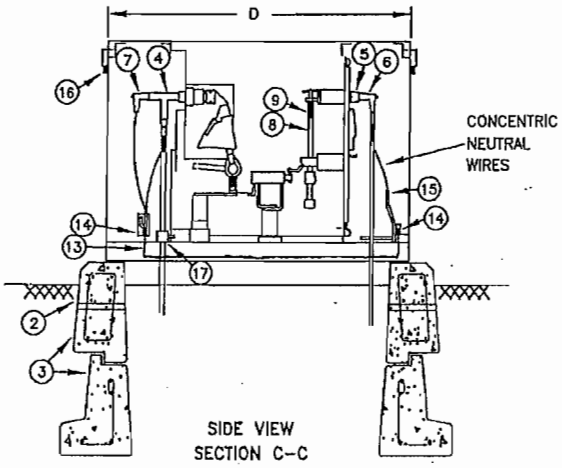
F P L
OH & UG DISTRIBUTION SYSTEM STANDARDS

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
2	7/21/01	UPDATE DRAWING ADDED PME-10 AND CHANGED SOME TEXT	RAP	JES	JJM
1	9/30/94	ADDED ARROW TO INCLUDE TOP CHAMBER SECTION (3)	RJO	BAQ	RJS

ORIGINATOR: RWS
DRAWN BY: JRG
DATE: 6/30/93
APPROVED: R.J. SALESKY
DIRECTOR, DISTRIBUTION ENGINEERING AND OPERATIONS SERVICES
NO SCALE

C-32.0.3	TYPICAL INSTALLATION OF 15 OR 25KV S&C TYPE PME DEAD FRONT THREE PHASE PAD MOUNTED SWITCHGEAR	C-32.0.3

C



NOTES:

1. WHEN CHANGING OUT A LIVE FRONT PAD MOUNTED SWITCH TO A DEAD FRONT PAD MOUNTED SWITCH, IT IS IMPORTANT TO ENSURE THAT THE REPLACEMENT DEAD FRONT SWITCH HAS THE SIX INCH ADAPTER BASE SPACER. THE NEW SWITCH MUST BE INSTALLED WITH THE SAME ORIENTATION AS THE OLD SWITCH IN ORDER TO ENSURE THAT THE ADAPTER BASE SPACER MATCHES THE NEW SWITCH CORRECTLY TO THE ORDER, SMALLER SIZED PAD. NOTE: IT IS NO LONGER REQUIRED TO CHANGE OUT THE TOP PAD PORTITION OF THE CHAMBER. USE 600 AMP REPLACEMENT ELBOWS (M & S # 163-50256-7), AS SHOWN IN DCS UH-40.0.0, FOR THE FEEDER CABLES AND 200 AMP REPAIR ELBOWS (VARIOUS M & S NUMBERS), AS SHOWN IN UH-78.0.0 FOR THE LOOP SIDE PRIMARY CABLES.
2. CABLES MUST NOT BE IN CONTACT WITH THE EDGE OF CHAMBER FOOTING. TOP VIEW SHOWS CORRECT ROUTING FOR FEEDER CABLES THAT IS NECESSARY TO PROVIDE FOR CABLE MOVEMENT.
3. PRIMARY CABLES MUST BE ABLE TO REACH PARKING LOCATIONS.
4. ALLOW SUFFICIENT LENGTH OF CONCENTRIC NEUTRAL TO REACH GROUNDING BARS AND PERMIT FREE MOVEMENT OF ELBOWS.
5. BRASS STUDS FURNISHED WITH THE 600 AMP ELBOW KITS MUST BE INSTALLED AND TIGHTENED SECURELY (55 FT. LBS.) IN THE 600 AMP BUSHINGS. THE SHORT THREADED END OF THE STUD GOES INTO THE BUSHING. SEE UH-41.0.1 AND UH-41.0.2 FOR 600 AMP ELBOW DETAILS.
6. INSTALL 800 AMP 3ø FAULT INDICATORS ON EACH SET OF FEEDER CABLES. SEE UV-14.0.0, UV-14.0.1, UV-14.0.2.
7. LOOP SIDE PRIMARY CABLES (#1/0A) MUST GO THRU CABLE GUIDES TO AVOID CONFLICT WITH FUSE DOOR WHEN IT IS ROTATED TO OPEN.
8. CABLE SPOOLS (2 1/2") SHOULD BE USED ON THE FEEDER CABLE TO CORRECTLY POSITION THE CABLES FOR EASIER INSTALLATION OF THE BOLT-ON ELBOW TERMINATORS ON TO THE 600 AMP BUSHINGS. THE 600 AMP ELBOWS MUST BE BE INSTALLED PERFECTLY STRAIGHT (VERTICALLY AND HORIZONTALLY) ONTO THE 600 AMP BUSHINGS TO PROPERLY ENGAGE THE THREADS. THE SPOOLS ARE TO BE BOLTED TO THE BOTTOM FLANGE OF THE SWITCH COMPARTMENT WALL WITH 3/8" X 1 1/2" BOLTS THRU EXISTING HOLES PROVIDED BY THE SWITCH MANUFACTURER.
9. MAKE CERTAIN OF CABLE LOCATIONS BEFORE DRIVING GROUND RODS. WHEN INSTALLING GROUND RODS IN ALTERNATE LOCATION, INSURE THAT BOTH THE TOP OF THE ROD AND THE #4C WIRE ARE AT LEAST 3" BELOW GRADE AND ARE COVERED. EXISTING 3/4" HOLES SHOULD BE USED IF AT LEAST 3" BELOW GRADE.
10. APPLY CAULKING COMPOUND TO SEAM BETWEEN PAD MOUNTED SWITCH AND PAD CHAMBER.
11. UNUSED FUSE POSITIONS MUST HAVE BUSHINGS & PROTECTIVE CAPS INSTALLED. UNUSED FEEDER POSITIONS MUST HAVE 600 AMP PROTECTIVE CAPS (M&S #163-64500-7).
12. AFTER THE PADMOUNTED SWITCH IS INSTALLED, THE LIFTING BRACKETS MUST BE REMOVED AND STORED INSIDE THE CABINET OR TURNED DOWN SO THAT THEY DO NOT PROTRUDE ABOVE THE TOP OF THE CABINET.
13. ENSURE THAT THE "CAUTION" LABEL (M&S #548-56010-4) IS INSTALLED ON EACH SIDE OF THE SWITCH HAVING ACCESS TO THE HIGH VOLTAGE SWITCH AND/OR THE HIGH VOLTAGE FUSE COMPARTMENTS PER DCS Z-35.0.0.
14. SEAL DUCTS PER UN-29.0.0.

SUPERSEDES C-32.0.3 LAST REVISED ON 9-30-94

F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
3	8/20/02	UPDATE DWG. (NOTE 1)	CEA	JES	JJM
2	8/13/01	UPDATE DWG. (NOTES 10, 12, 13, & 14)	CEA	JES	JJM
1	8/09/96	ADDITION TO NOTE 11	PMG	RAS	JJM

ORIGINATOR: PMG DRAWN BY: RAS

DATE: 9/30/94 APPROVED: J.J. MCEVOY NO SCALE

SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

C-32.0.4	TYPICAL INSTALLATION OF 15 OR 25KV S&C TYPE PME DEAD FRONT THREE PHASE PAD MOUNTED SWITCHGEAR	C-32.0.4

MATERIAL LIST

ITEM	DESCRIPTION	QUANTITY	M&S NO.
1	15KV SWITCHGEAR: PME-9 (2-THREE PHASE FEEDER POSITIONS AND 6 FUSE POSITIONS	1	STANDARD 270-67400-7 STAINLESS STEEL 270-67401-5
	15KV SWITCHGEAR: PME-11 (3-THREE PHASE FEEDER POSITIONS AND 3 FUSE POSITIONS	1	STANDARD 270-67900-9 STAINLESS STEEL 270-67901-7
	15KV SWITCHGEAR: PME-10 (4-THREE PHASE FEEDER POSITIONS AND NO FUSE POSITIONS	1	STANDARD 270-683-000 STAINLESS STEEL 270-683-050
	25KV SWITCHGEAR: PME-9 (2-THREE PHASE FEEDER POSITIONS AND 6 FUSE POSITIONS	1	STANDARD 270-67200-4 STAINLESS STEEL 270-67201-2
	25KV SWITCHGEAR: PME-11 (3-THREE PHASE FEEDER POSITIONS AND 3 FUSE POSITIONS	1	STANDARD 270-68100-3 STAINLESS STEEL 270-68101-1
	25KV SWITCHGEAR: PME-10 (4-THREE PHASE FEEDER POSITIONS AND NO FUSE POSITIONS	1	STANDARD 270-684-000 STAINLESS STEEL 270-684-050
2	PAD (TOP SECTION ONLY) FOR REPLACING LF WITH DF — FOR 15KV / FOR 25KV	1	162-12203-5 162-12205-1
3	PAD & CABLE CHAMBER (TOP & BOTTOM SECT.) FOR 15KV / FOR 25KV	1	162-12201-9 162-12202-7
4	DEAD FRONT TERMINATOR, 1000 KCMIL AL 15KV / 25KV	VARIES	163-63900-7
5	LOADBREAK BUSHING, 200 AMP 15KV / 25KV	VARIES	163-86100-1 163-86400-1
6	ELBOW TERMINATOR, 1/0 AL 15KV / 25KV	VARIES	163-58700-7 163-50200-1
7	PROTECTIVE CAP 200 AMP (15KV SWITCHES ONLY)	VARIES	163-02200-0
	ELBOW SURGE ARRESTER (25KV SWITCHES ONLY)	VARIES	334-01500-5
8	SME-4Z FUSE HOLDERS 15KV / 25KV	VARIES	531-56150-1 531-56310-5
9	FUSES: REFILL UNITS FOR SME-4Z, SM-4Z&SML-4Z FUSE HOLDERS 15KV: 20 AMP 531-38700-5; 30 AMP 531-38800-1; 50 AMP 531-38900-8; 65 AMP 531-39500-8; 80 AMP 531-39501-6; 100 AMP 531-39600-4; 125 AMP 531-39800-7; 150 AMP 531-40200-4; 175 AMP 531-40300-1; 200 AMP 531-39000-6 25KV: 10 AMP 531-32700-2; 15 AMP 531-32800-9; 20 AMP 531-32900-5; 30 AMP 531-33000-3; 40 AMP 531-33100-0; 50 AMP 531-33200-6; 65 AMP 531-33300-2; 80 AMP 531-33400-9; 100 AMP 531-33500-5; 125 AMP 531-33700-8; 150 AMP 531-33800-4; 175 AMP 531-33900-1; 200 AMP 531-34000-9		NOTE: THE FUSE REFILLS ARE THE SAME AS THOSE USED IN LIVEFRONT SWITCHES
10	WIRE #4C SDB	6	112-30900-0
11	CONNECTOR, GROUND ROD, CLAMP TYPE	1	120-03610-6
12	COPPERWELD GROUND RODS AS REQUIRED GROUND ROD COUPLINGS	VARIES	130-61400-5 130-40510-4
13	#4/0C CABLE, 600V	27	110-10106-1
14	CONNECTOR #4/0 COPPER CABLE TO FLAT	6	120-87100-5
15	CONNECTOR, COPPER TO COPPER, BOLTED PME-9 / PME-11 / PME-10	19 22 25	102-80000-2
16	LOCK STANDARD PADLOCK, SMALL PME-9 / PME-11 / PME-10	4 5 6	546-24601-1
17	CABLE SPOOL, 2 1/2" PME-9 / PME-11 / PME-10	6 9 12	160-30600-7
18	BOLT, 3/8" X 1 1/2" (FOR SPOOLS)	SAME AS SPOOLS	161-47900-2
19	NUT, 3/8" (FOR SPOOLS)	SAME AS SPOOLS	161-45000-4
20	WASHER FLAT 3/8" (FOR SPOOLS)	SAME AS SPOOLS	145-35900-6
21	LOCKWASHER, 3/8" (FOR SPOOLS)	SAME AS SPOOLS	161-52400-8
22	FAULT INDICATOR, 800 AMP, 3 PHASE PME-9 / PME-11 / PME-10	2 3 4	163-29700-9

SUPERSEDE C-32.0.4 LAST REVISED ON 9-30-94

REPLACEMENT PARTS FOR SWITCHES
600 AMP BUSHINGS 15KV 274-00200-3
25KV 274-00300-0
200 AMP BUSHING WELLS 15KV 274-00220-8
25KV 274-00320-4

FPL
OH & UG DISTRIBUTION SYSTEM STANDARDS

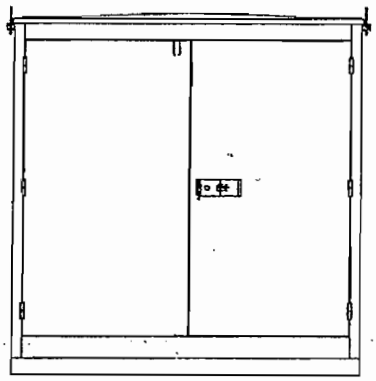
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
2	06/06/01	ADDED PME-10 SWITCH	CEA	JES	JJM
1	8/09/96	ADDITION TO ITEM 12	PMG	RAS	JJM

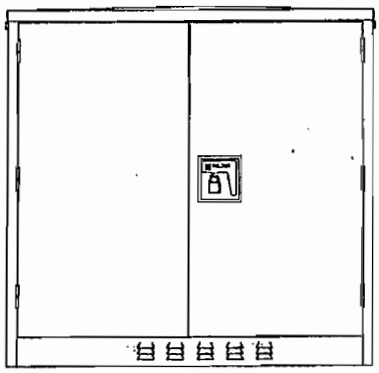
ORIGINATOR: PMG DRAWN BY: RAS
DATE: 9/30/94 APPROVED: J.J. MCEVOY
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES
NO SCALE

J-4.0.2	TYPICAL INSTALLATION OF 25 KV S & C DEAD FRONT SWITCHGEAR AND THREE PHASE PAD-MOUNTED CAPACITOR BANK	J-4.0.2

NOTES:

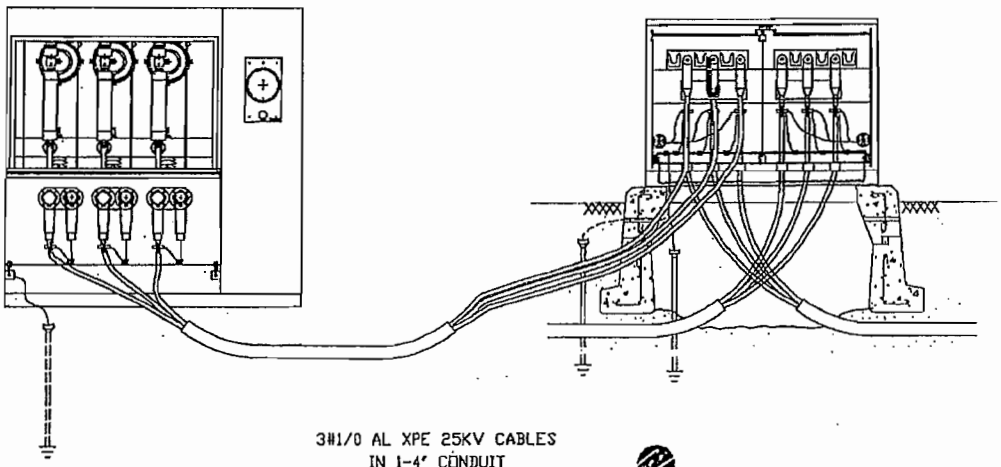
1. INSTALL 92' X 92' PRECAST PAD (M & S 162-25100-5)
2. DRIVE GROUND RODS & ATTACH #2 CU GROUND TO GROUNDING LUGS.
3. INSTALL URD CAPACITOR BANK (M & S 223-38900-1) ON PAD.
4. INSTALL ROTATABLE FEED-THRU BUSHING 25KV (M & S 163-25000-2) ON EACH BUSHING.
5. INSTALL 200 AMP ELBOWS ON ROTATABLE FEED-THRU BUSHINGS.
6. INSTALL 18KV ELBOW ARRESTERS (M & S 334-01500-5) ON ROTATABLE FEED-THRU BUSHINGS.





CAPACITOR CABINET

SWITCH CABINET



3#1/0 AL XPE 25KV CABLES
IN 1-4" CONDUIT
MAXIMUM OF 100 FEET

F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

ORIGINATOR: LFV

DRAWN BY: J. SHOUP

DATE: 07/26/01

APPROVED: J.J. MCEVOY
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

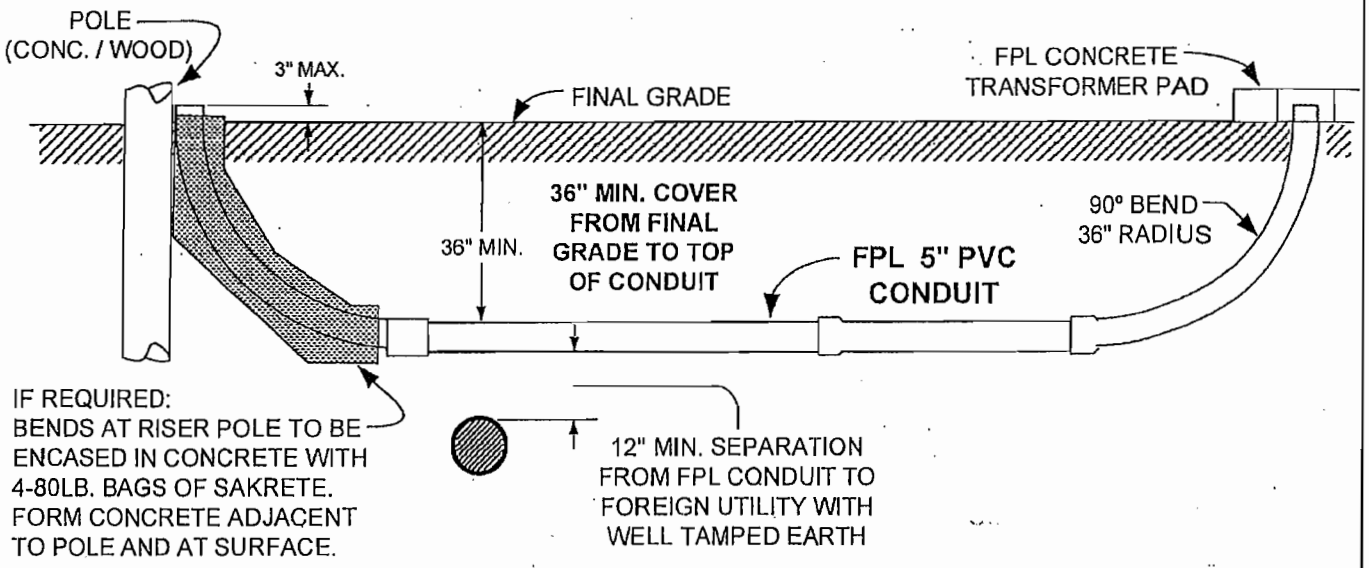
NO SCALE

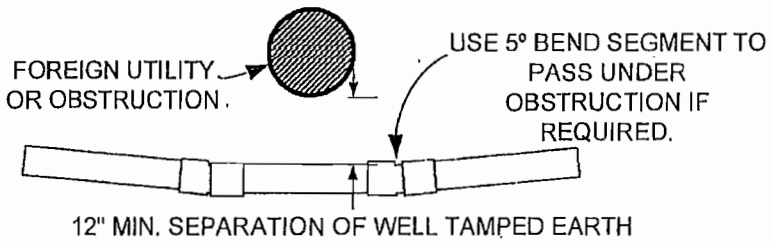
NO.	DATE	REVISION	ORIG.	DRAWN	APPR.

J

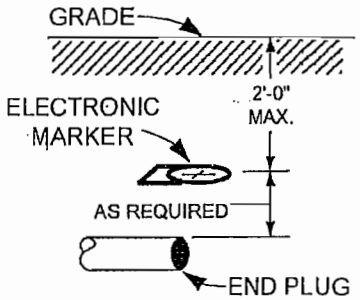
**** NOTICE****

- CALL SUNSHINE 1-800-432-4770 48HOURS BEFORE YOU DIG FOR UNDERGROUND LOCATIONS.
- NOTIFY FPL REP. FOR INSPECTION OF TRENCH DEPTH & PVC INSTALLATION PRIOR TO BACKFILLING TRENCH.





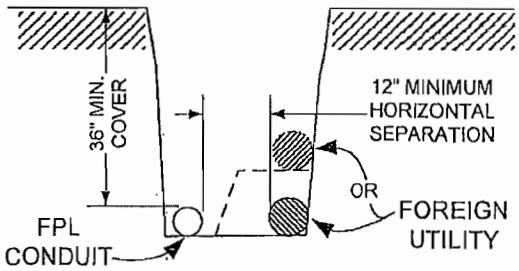
FPL CONDUIT CROSSING UNDER A FOREIGN UTILITY



DUCT END MARKING
(IF REQUIRED)

NOTES:

- BACK-FILL WITHIN 4" OF THE CONDUIT TO BE FREE OF MATERIAL THAT MAY DAMAGE CONDUIT SYSTEM (BOARDS, ROCKS LARGER THAN 1" IN DIAMETER, DEBRIS, ETC.)
- IF COMPACTION OF TRENCH ROUTE IS REQUIRED FOR PAVING, ETC. BEGIN MACHINE COMPACTION 6" MINIMUM ABOVE CONDUIT.
- WHERE 36" OF COVER CANNOT BE MAINTAINED, 30" OF COVER WILL BE ALLOWED WITH 3" OF CONCRETE ENCASEMENT AROUND THE CONDUIT. (N.E.S.C. RULE FOR PRIMARY VOLTAGES)
- INSTALL A CONTINUOUS LENGTH OF PULL STRING IN ALL CONDUIT RUNS.



INSTALLATION OF FPL CONDUIT PARALLEL WITH - OR - IN A SHARED TRENCH WITH A FOREIGN UTILITY.

MATERIAL LIST 5" PVC SCH 40 CONDUIT	
20' LENGTH (BELLED END)	164-33800-1
90° BEND 36" RADIUS	164-25250-5
90° BEND 48" RADIUS	164-25200-9
45° BEND 48" RADIUS	164-61400-8
5° BEND SEGMENT	164-56100-1
22.5° SWEEP 12'-6" RADIUS	164-13000-1
STRAIGHT COUPLING	164-44900-7
REPAIR SLEEVE 6' LONG	164-47530-0
END PLUG	164-53500-1
ELECTRONIC MARKER	590-61601-5

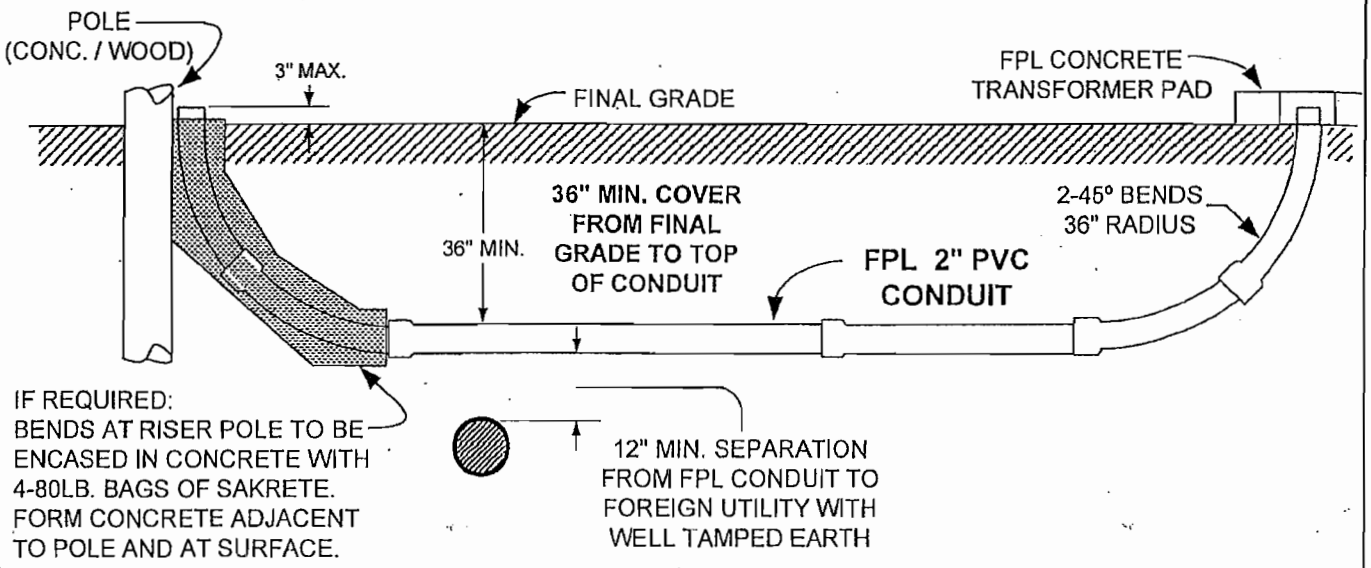
FPL SUPPLIED 5" PVC CONDUIT

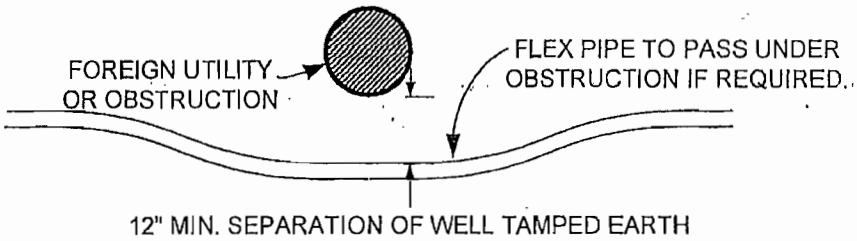
TYPICAL CUSTOMER INSTALLATION DETAILS

(PORTIONS OF UN-6, UN-15,CONC. & PAD DETAILS)

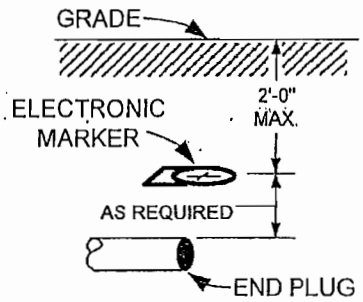
****** NOTICE******

- CALL SUNSHINE 1-800-432-4770 48HOURS BEFORE YOU DIG FOR UNDERGROUND LOCATIONS.
- NOTIFY FPL REP. FOR INSPECTION OF TRENCH DEPTH & PVC INSTALLATION PRIOR TO BACKFILLING TRENCH.





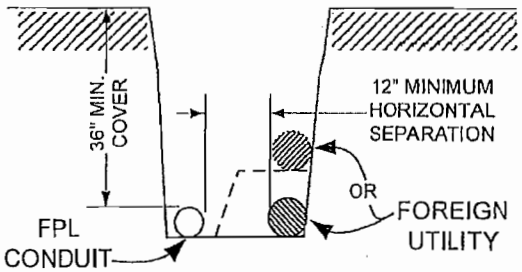
FPL CONDUIT CROSSING UNDER A FOREIGN UTILITY



DUCT END MARKING
(IF REQUIRED)

NOTES:

- BACK-FILL WITHIN 4" OF THE CONDUIT TO BE FREE OF MATERIAL THAT MAY DAMAGE CONDUIT SYSTEM (BOARDS, ROCKS LARGER THAN 1" IN DIAMETER, DEBRIS, ETC.)
- IF COMPACTION OF TRENCH ROUTE IS REQUIRED FOR PAVING, ETC. BEGIN MACHINE COMPACTION 6" MINIMUM ABOVE CONDUIT.
- WHERE 36" OF COVER CANNOT BE MAINTAINED, 30" OF COVER WILL BE ALLOWED WITH 3" OF CONCRETE ENCASEMENT AROUND THE CONDUIT. (N.E.S.C. RULE FOR PRIMARY VOLTAGES)
- INSTALL A CONTINUOUS LENGTH OF PULL STRING IN ALL CONDUIT RUNS.



INSTALLATION OF FPL CONDUIT PARALLEL WITH - OR - IN A SHARED TRENCH WITH A FOREIGN UTILITY.

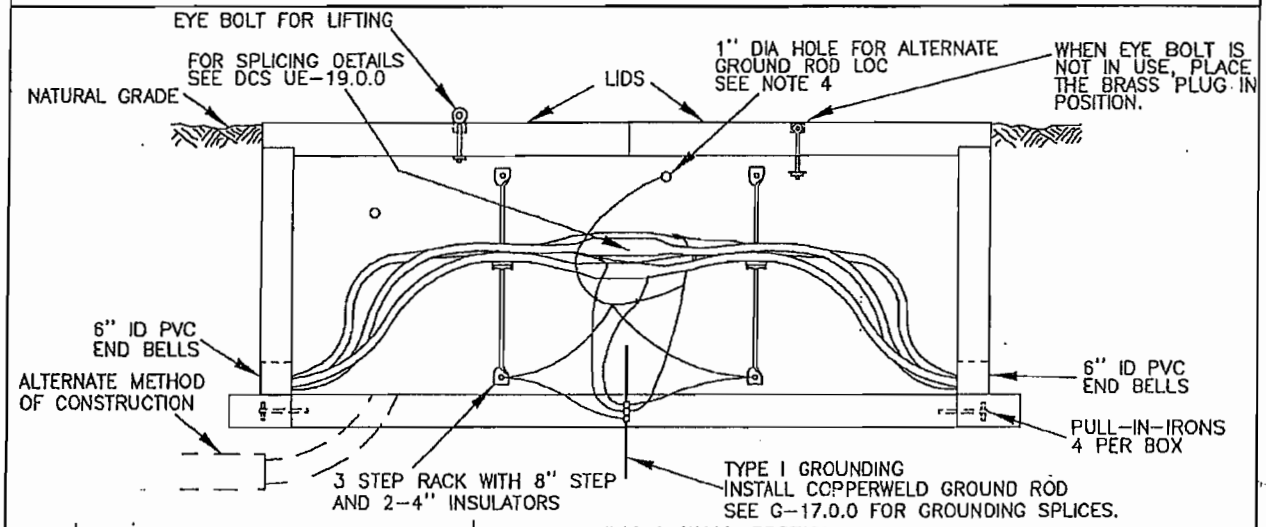
MATERIAL LIST 2" PVC SCH 40 CONDUIT	
20' LENGTH (BELLED END)	164-33100-6
90° BEND 24" RADIUS	164-23800-6
45° BEND 36" RADIUS	164-23945-2
45° BEND 24" RADIUS	164-23900-2
STRAIGHT COUPLING	164-47000-6
REPAIR SLEEVE 4" LONG	164-47520-2
END PLUG	164-54800-5
ELECTRONIC MARKER	590-61601-5

FPL SUPPLIED 2" PVC CONDUIT

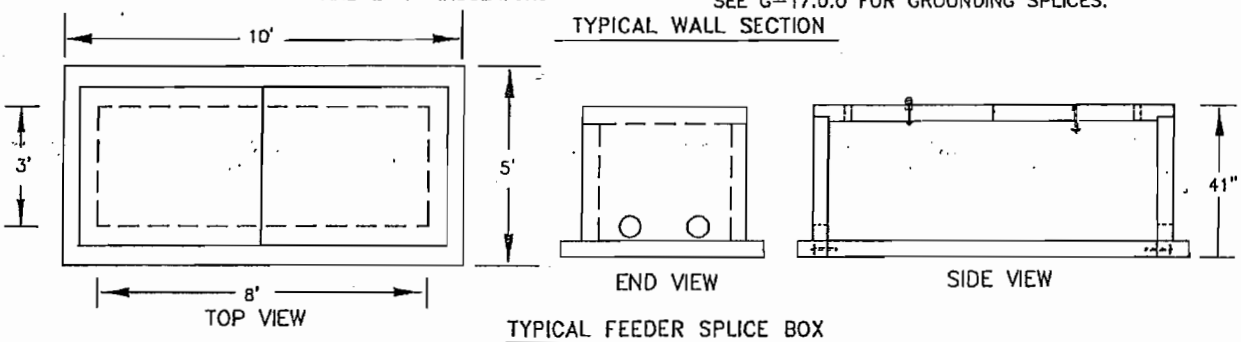
TYPICAL CUSTOMER INSTALLATION DETAILS

(PORTIONS OF UN-6, UN-15, CONC.& PAD DETAILS)

UN-18.0.0	FEEDER SPLICE BOX	UN-18.0.0



TYPICAL WALL SECTION



TYPICAL FEEDER SPLICE BOX

M&S NUMBER	DESCRIPTION
162-240-003	CONCRETE FEEDER SPLICE BOX & LIDS.
162-241-000	CONCRETE FEEDER SPLICE BOX & LIDS COMES WITH SPECIAL BRUSHED SIDEWALK FINISH LIDS AND FLUSH INSERTS SUITABLE FOR PEDESTRIAN TRAFFIC.
162-242-203	POLYMER CONCRETE FEEDER SPLICE BOX. TO BE INSTALLED ONLY IN NON ACCESSIBLE AREAS, NOT TO BE SUBJECTED TO ANY VEHICULAR TRAFFIC SUCH AS STREETS, PARKING LOTS OR DRIVEWAYS.

NOTES:

1. LEAVE SUFFICIENT EXPOSED GROUND ROD TO INSTALL 6 EACH #4/0-#2 CONNECTORS M&S #120-118-005.
2. GROUND ALL SPLICES PER DISTRIBUTION STANDARD G-17.0.0.
3. GROUND CABLE RACKS.
4. EACH SPLICE BOX IS SUPPLIED WITH 2-1" DIA HOLE FOR ALTERNATE GROUND ROD LOCATION. MAKE ALL GROUNDING CONNECTIONS INSIDE THE BOX. RUN SUFFICIENT AMOUNT OF 4/0 TO MAKE CONNECTION TO ALT. GROUND ROD LOCATION. RESEAL 1" DIA HOLE WITH AQUASEAL.
5. DISTRIBUTION SPLICE BOX AND LIDS ARE DESIGNED FOR H-20 VEHICLE LOADING. (FULL TRAFFIC LOADING)
6. WEIGHT OF SPLICE BOX (W/O LIDS) =6700 LBS. DIMENSIONS ARE 10' X 5' X 41" DEEP
7. WEIGHT OF EACH LID=1400 LBS. TWO LIDS REQUIRED. M & S # FOR LID ONLY 162-240-011.
8. URD FEEDER CABLE SPLICES MUST BE BONDED TO DRIVEN GROUNDS.
9. REFER TO UE-19.1.1 & UE-19.1.2 FOR SPLICE ASSEMBLY. A WATER TIGHT SEAL MUST BE MADE WHERE INSULATED
10. CONDUCTORS CONNECT TO SYSTEM NEUTRAL. SEE G-17.0.0
11. THE MAXIMUM PERMISSIBLE IMPEDENCE TO SYSTEM NEUTRAL FOR A DRIVEN GROUND IS 25 OHMS.
12. AS SHOWN ABOVE, THE PVC MAY ENTER UNDERNEATH THE SPLICE BOX BY USING A 45 DEGREE SWEEP. SEAL CONDUIT WITH DUCT SEAL.
13. IN AREAS SUBJECT TO WATER INTRUSION, INSTALL A SUFFICIENT AMOUNT OF PEAROCK 1/4"-3/4" SIZE ROCK TO ALLOW FOR THE PERCOLATION OF THE WATER.
14. IF FEEDER SPLICE BOX IS TO BE INSTALLED IN A SIDEWALK, A SEPERATION WILL BE NEEDED BETWEEN THE CONCRETE AND THE LIDS.
15. REFER TO UX-233.0.1

FPL

OH & UG DISTRIBUTION SYSTEM STANDARDS

UN

ORIGINATOR: RAP

DRAWN BY: J. SHOUP

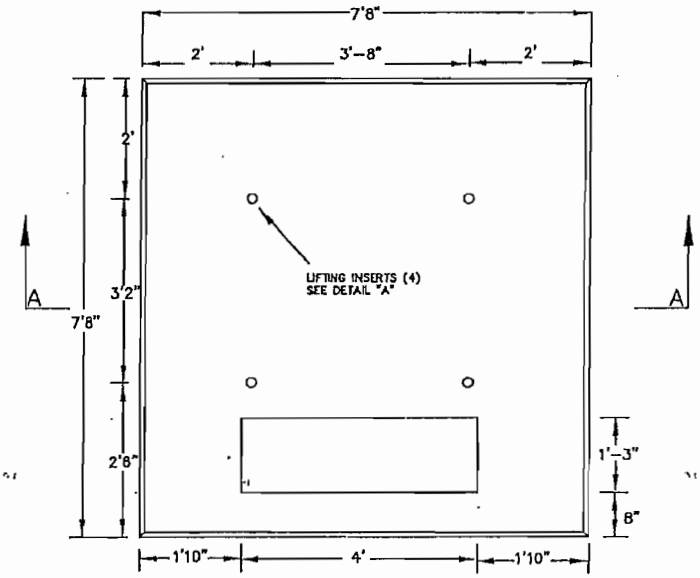
DATE: 8/27/99

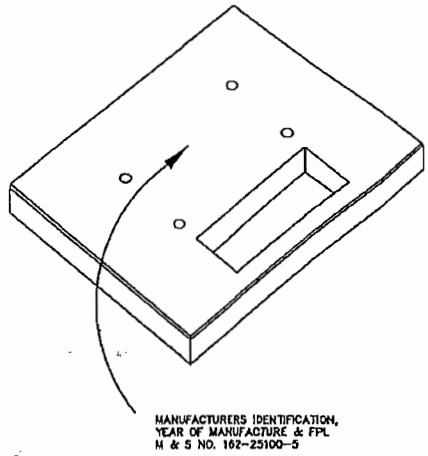
APPROVED: J. McEVOY
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

NO SCALE

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
0	8/16/05	ORIGINAL DRAWING	RJO	ELS	JJM

UX-108	CONCRETE_FOUNDATION URD_CAPACITOR_BANK	UX-108





NOTES:

1. TOP SURFACE SHALL BE A SMOOTH PLANE. THE MAX. ALLOWABLE VARIATION IN HEIGHT BETWEEN ANY TWO POINTS ON THIS SURFACE IS 0.125".

2. 5000 PSI TEST CONCRETE.

3. MANUFACTURERS IDENTIFICATION, YEAR OF MANUFACTURE & FPL CO. M&S NO. 162-25100-5 TO BE CAST IN TOP SURFACE OF PAD NEAR CENTER (REQUIRED WHEN PRECAST).

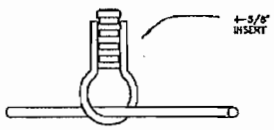
4. SUPERIOR THREADED INSERT, 5/8" WITH PLUG, ELECTRO-GALVANIZED, 4 REQUIRED.

5. REINFORCING RODS TO BE WELDED AT ALL INTERSECTIONS

WEIGHT	3230 LB
CU. FT.	26.9
CU. YDS.	1.0
MAX LOAD	2000 LB

REINFORCED STEEL

S4074	14X7'-4"
S4055	3X5'-5"
S4010	4X1'-0"



DETAIL A

F P L

OH & UG DISTRIBUTION SYSTEM STANDARDS

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.

ORIGINATOR:BOB BENN

DRAWN BY:D.OKONEWSKI

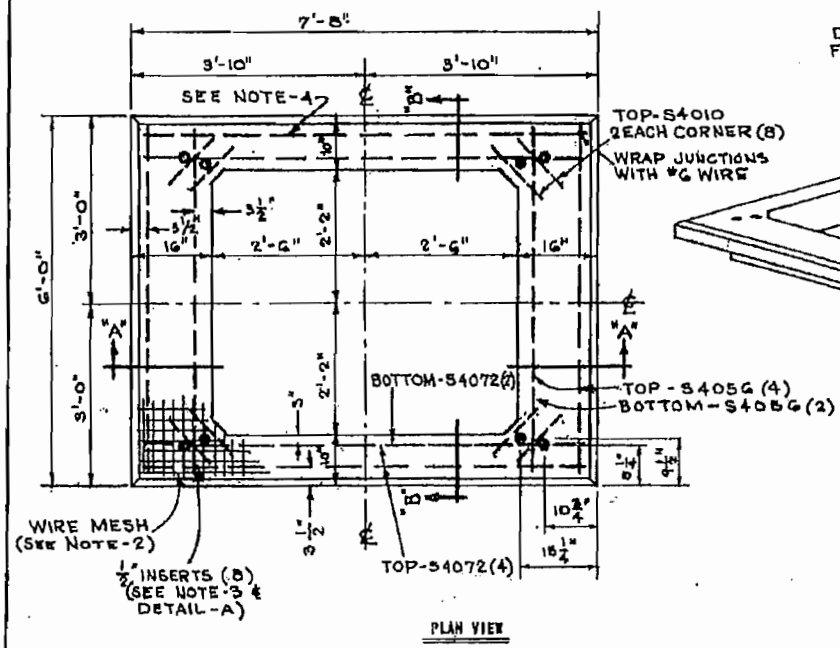
DATE:12/29/97

APPROVED: J.J. MCEVOY
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

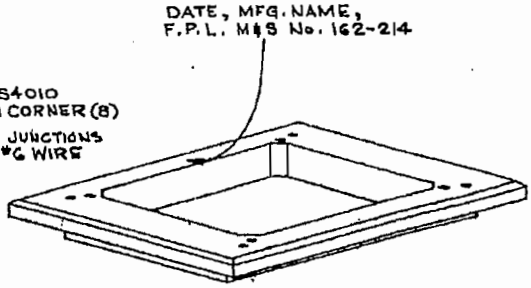
NO SCALE

UX-113

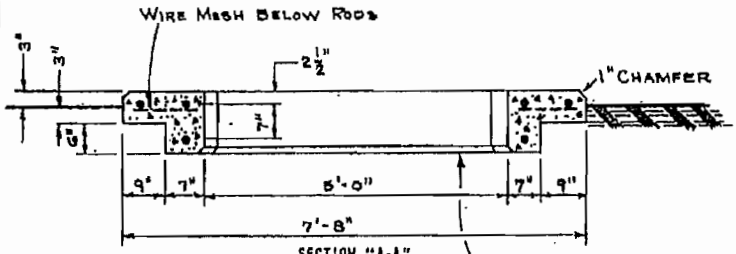
CONCRETE FOUNDATION FOR S&C 30 PADMOUNTED SWITCH



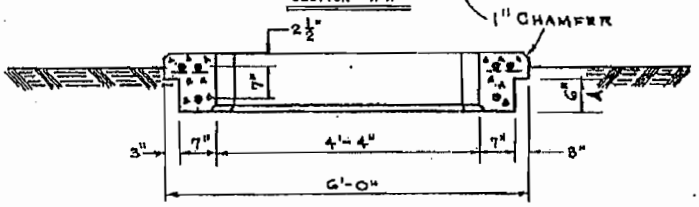
PLAN VIEW



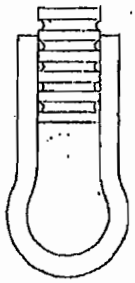
WEIGHT ≐ 2745 LB.
CU. FT. - 18.3
CU. YD. - 0.68
1245 - KILOGRAMS
519 - LITERS
0.519 - CU. METERS



SECTION "A-A"



SECTION "B-B"



DETAIL-"A"

1. Top surface to be smooth and level. Surface irregularities are not acceptable.
2. 4 x 4 No.4 Welded Wire Mesh Reinforcing to stop 2" from Sides and Opening of Foundation.
3. Superior Threaded Inserts, 1/2" with Plug, Electro-Galv., 4 Required. (See Detail A)
4. #4 Reinforcing Rod as shown.
5. 4000 Lb. Test Concrete.
6. For use with S & C Switches, M & S Nos. 270-853, 270-854, 270-855 & 270-880.
7. Manufacturers Identification, Year of Manufacture, and FPL Co. M & S Number to be cast in top surface of pad near center of pad. (This required when precast.)

APPROVED: J. F. Ellerman CHIEF ENGINEER

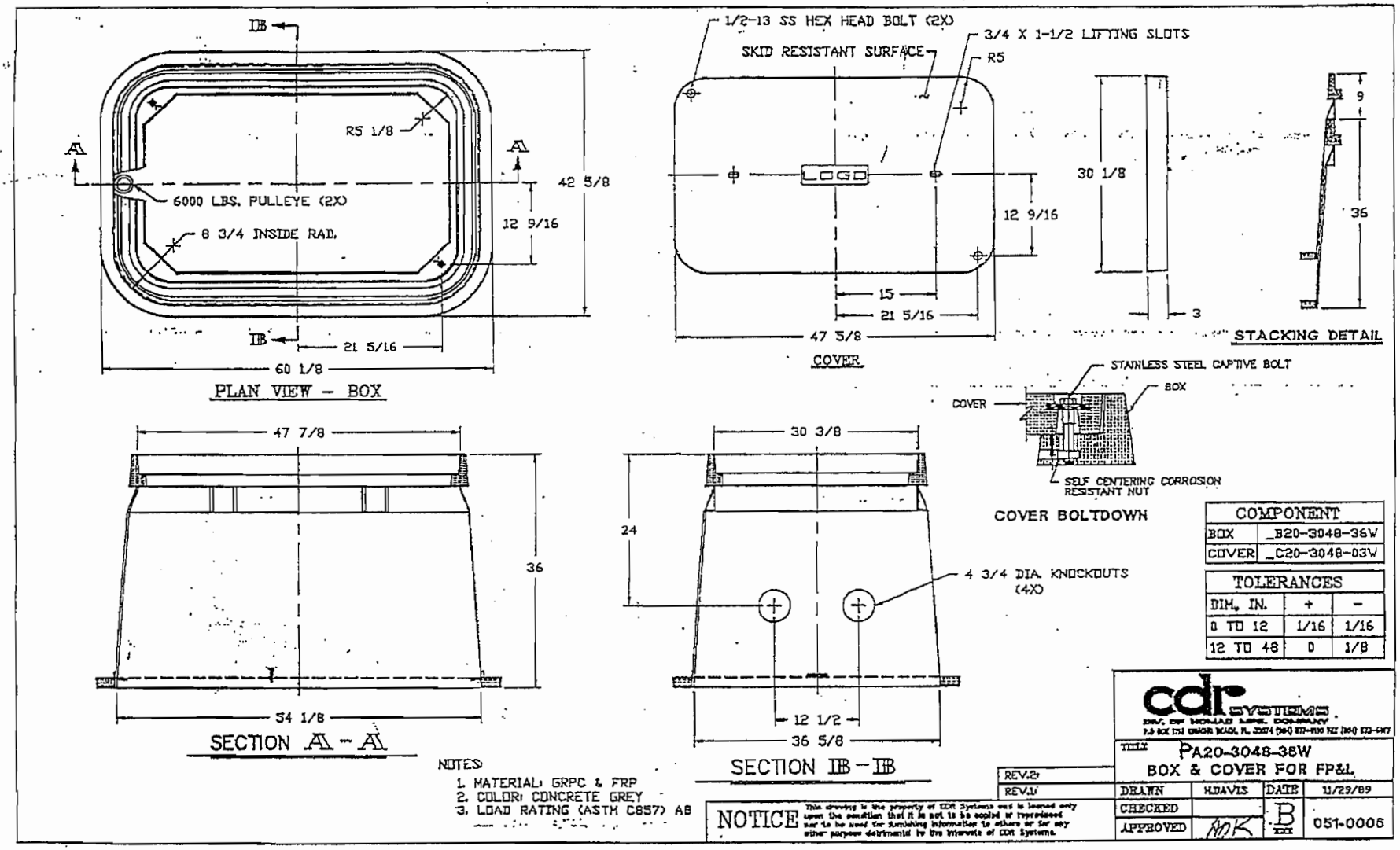
DRAWN	K.Sonnen		
CHECKED	J.R. Rad		
CORRECT	V.Kalan		

NO.	DATE	REVISION	BY	CH	COR	APP
1	2-8-72	CORRECTED DIMENSION	KS	CVA		VAN

STANDARDS
UNDERGROUND DISTRIBUTION SYSTEM
FLORIDA POWER & LIGHT COMPANY

DATE 12-28-71 NO SCALE

FORM 303 (L) REV. 5/66



COMPONENT	
BOX	_B20-3048-36W
COVER	_C20-3048-03W

TOLERANCES		
DIM. IN.	+	-
0 TO 12	1/16	1/16
12 TO 48	0	1/8

NOTES
1. MATERIAL: GRPC & FRP
2. COLOR: CONCRETE GREY
3. LOAD RATING (ASTM C857) AB

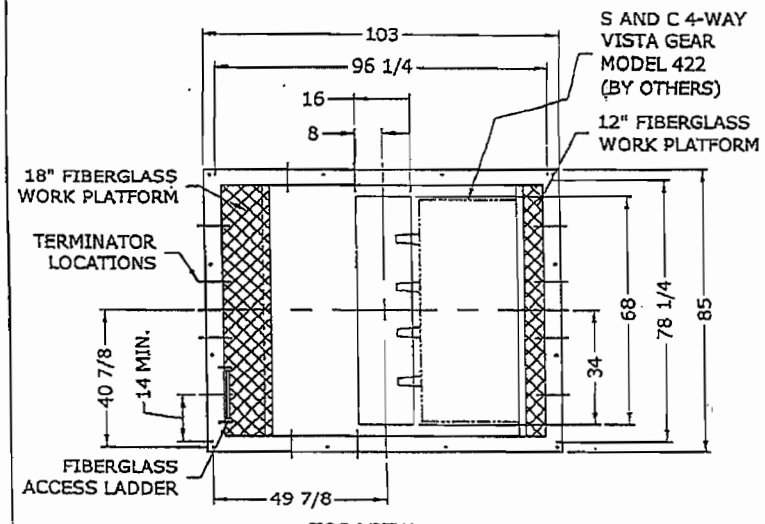
cdr SYSTEMS

TITLE: PA20-3048-36W
BOX & COVER FOR FP&L

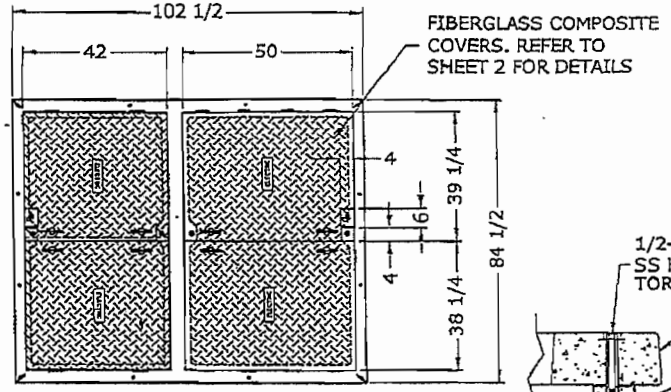
REV.2:			
REV.1:			
DRAWN	HDAVIS	DATE	11/29/89
CHECKED		B	
APPROVED	AMK		051-0006

NOTICE This drawing is the property of CDR Systems and is loaned only upon the condition that it be not to be copied or reproduced nor to be used for furnishing information to others or for any other purpose detrimental to the interests of CDR Systems.

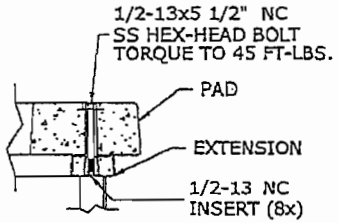
ERBM/MD



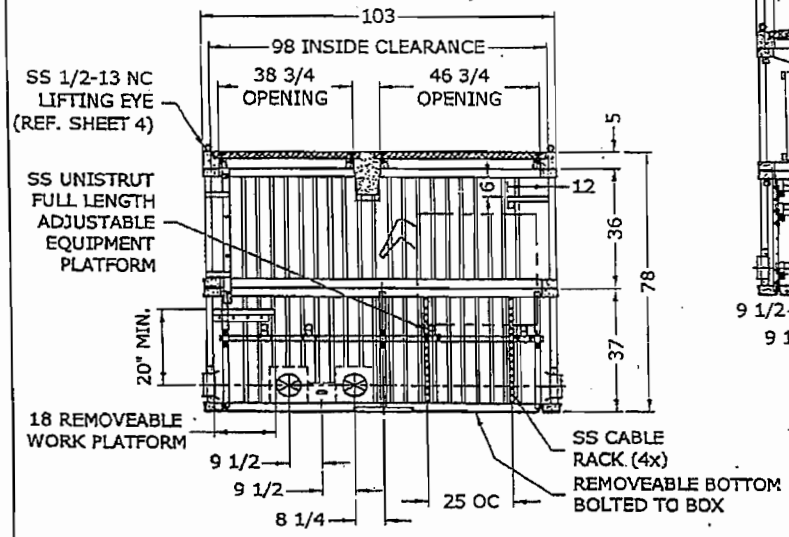
TOP VIEW
PAD AND COVERS REMOVED



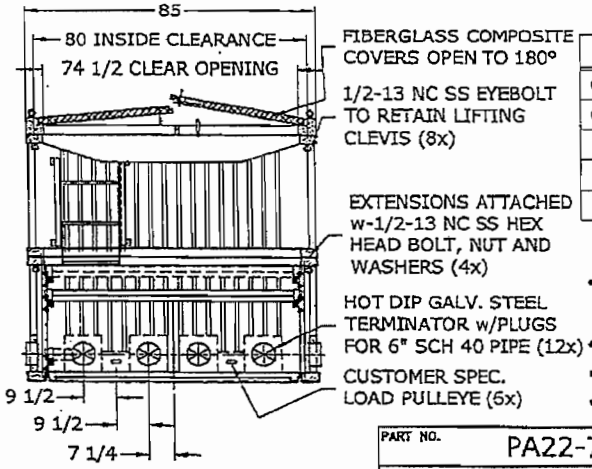
PAD/COVER TOP VIEW
NOTE: ALL PLAN DIMENSIONS SHOWN AT PAD TOP SURFACE



PAD TO EXTENSION DETAIL



SECTION VIEW



END SECTION VIEW

COMPONENTS		WT.
COVER	VC394202 (2x)	154
COVER	VC395002 (2x)	182
EXT	PE22-7896-36	835
EXT	PE22-7896-37	858
PAD	PP-85103-5077/4277	354
	APPROX. TOTAL WT.	2,383

- MATERIAL: FIBERGLASS REINFORCED POLYMER CONCRETE & FIBERGLASS REINFORCED POLYMER
- COLOR: CONCRETE GRAY
- LOAD RATING: A16 (ASTM C857)
- LOGO: ELECTRIC

PART NO. PA22-7896-78BTA-0003

78x96x78 POWER ASSEMBLY
w/ REMOVEABLE PAD, FIBERGLASS COMPOSITE COVERS, RACKING AND PLATFORMS

FLORIDA POWER AND LIGHT

ITEM #

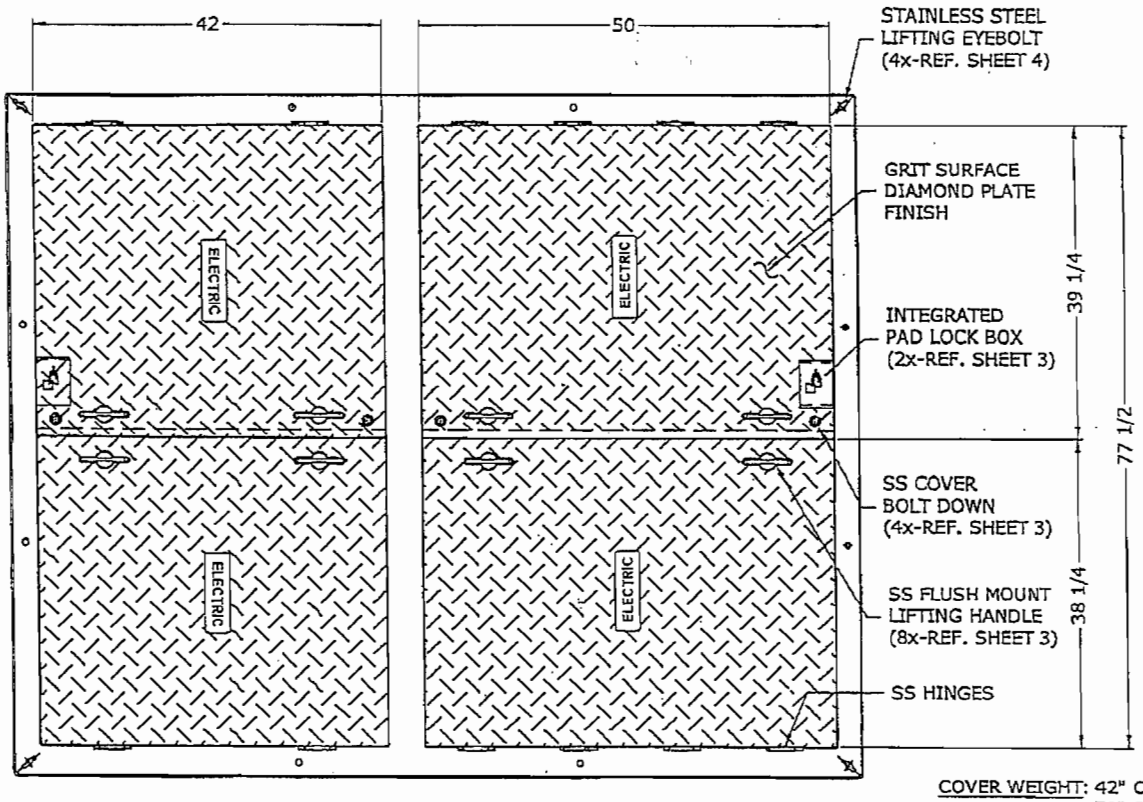
NOTICE: This drawing is the property of CDR Systems and is loaned only upon the condition that it is not to be copied or reproduced nor to be used for furnishing information to others or for any other purpose detrimental to the interest of CDR Systems

cdr SYSTEMS CORP.
146 SOUTH ATLANTIC AVE., ORMOND BEACH, FL 32176
PHONE: (386) 615-9510 FAX: (386) 615-9606

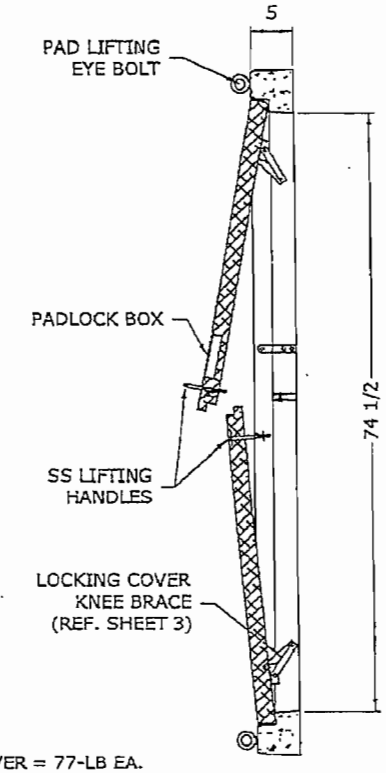
REV 4 EGH 5/18/07

DATE:	DRN:	CHK'D:	APPR'VD:	DWG. NO.:
2/9/06	EGH			467-0003 1 of 4

ERBM/MD



TOP VIEW

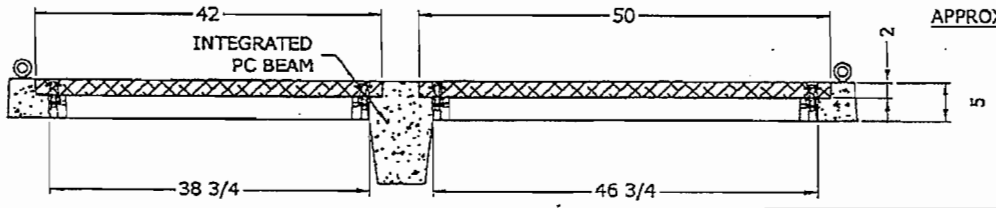


SIDE SECTION

COVER WEIGHT: 42" COVER = 77-LB EA.
50" COVER = 91-LB EA.

APPROX. PAD WEIGHT: 354-LBS

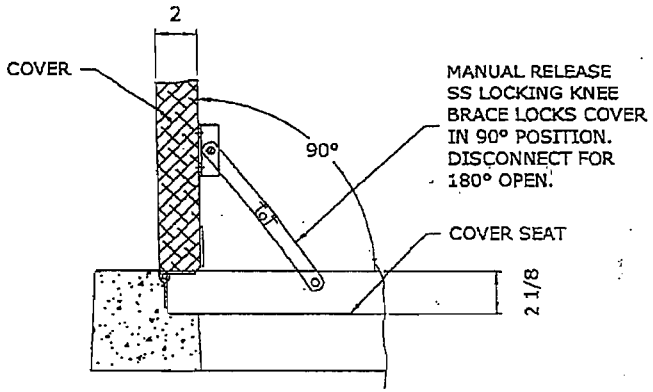
APPROX. TOTAL WEIGHT: 690-LBS



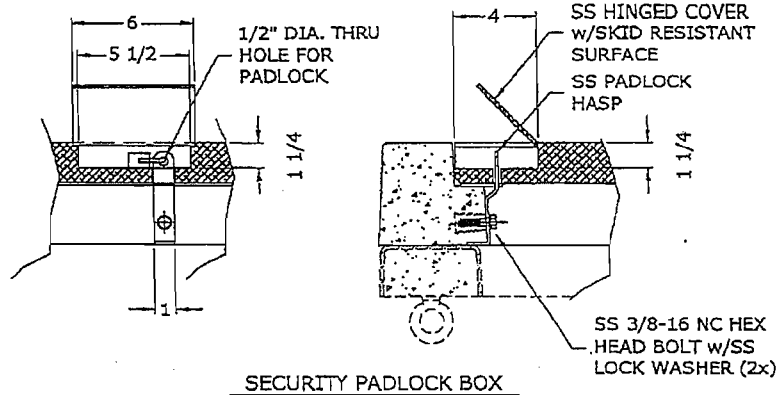
END SECTION

PART NO.	PA22-7896-78BTA-0003
	78x96x78 POWER ASSEMBLY COVER PLAN AND SECTION
	FLORIDA POWER AND LIGHT
ITEM #	
NOTICE:	This drawing is the property of CDR Systems and is loaned only upon the condition that it is not to be copied or reproduced nor to be used for furnishing information to others or for any other purpose detrimental to the interest of CDR Systems
	cdr SYSTEMS CORP. 146 SOUTH ATLANTIC AVE., ORMOND BEACH, FL 32176 PHONE: (386) 615-9510 FAX: (386) 615-9606
REV 4 EGH 5/18/07	DATE: 2/9/06 · DRN: EGH · CHK'D: · APPR'VD: · DWG. NO.: 467-0003 2 of 4

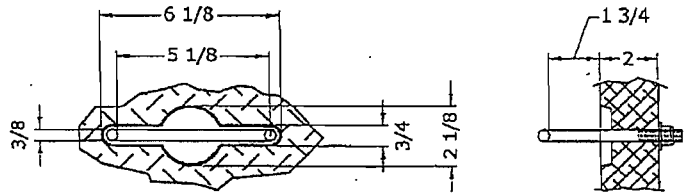
ERBM/MD

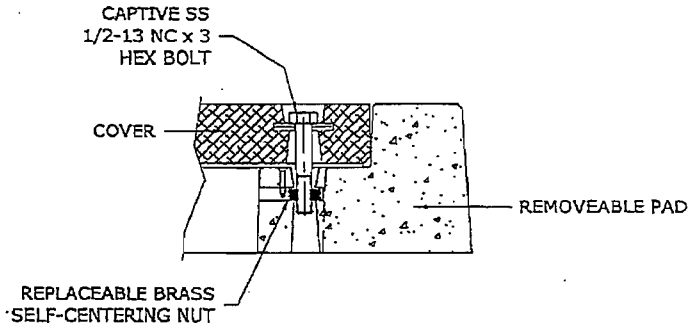


COVER LOCKING BRACE

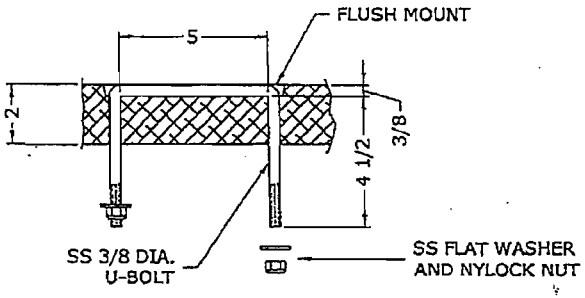


SECURITY PADLOCK BOX





COVER BOLT DOWN DETAIL



SS LIFT HANDLE

PART NO.	PA22-7896-78BTA-0003
	78x96x78 POWER ASSEMBLY COVER DETAILS
ITEM #	FLORIDA POWER AND LIGHT

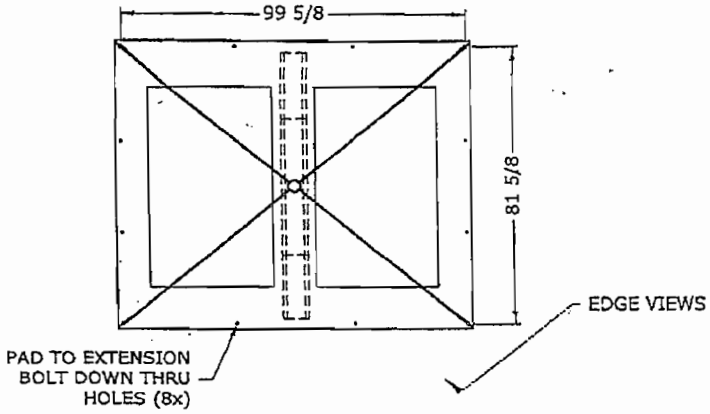
NOTICE: This drawing is the property of CDR Systems and is loaned only upon the condition that it is not to be copied or reproduced nor to be used for furnishing information to others or for any other purpose detrimental to the interest of CDR Systems

cdr SYSTEMS CORP.
146 SOUTH ATLANTIC AVE., ORMOND BEACH, FL 32176
PHONE: (386) 615-9510 FAX: (386) 615-9606

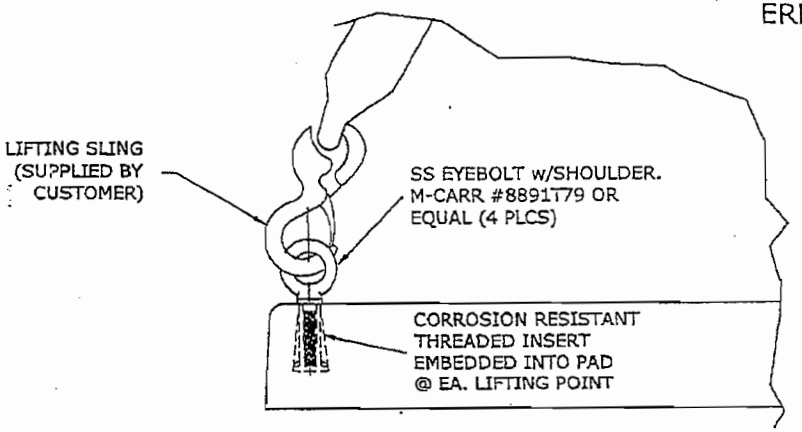
REV 4 EGH 5/18/07

DATE:	DRN:	CHK'D:	APPR'VD:	DWG. NO.:
2/9/06	EGH			467-0003 3 of 4

ERBM/MD

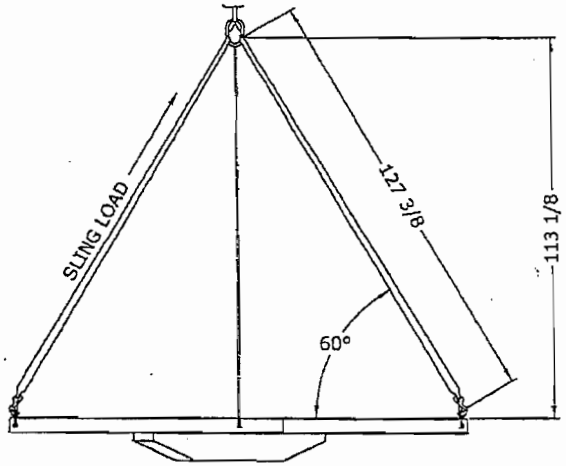


LIFTING EYE LOCATIONS

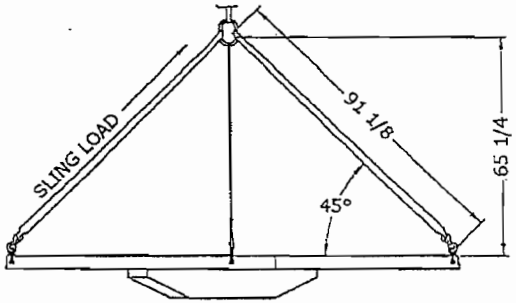


LIFTING EYE DETAIL

REMOVE LIFTING EYEBOLT AFTER PAD INSTALLATION



EDGE VIEW 60°



EDGE VIEW 45°

NOTE: LIFTING EYE CAPACITY AS NOTED: 2600-LBS DIRECT PULL

LOAD PER LIFTING EYE IS TOTAL PAD AND COVER WEIGHT DIVIDED BY THE TOTAL NUMBER OF LIFTING POINTS: 173-LBS

LOAD PER SLING LEG @ 60° IS 1.155 x LIFTING EYE LOAD: 200-LBS
LOAD PER SLING LEG @ 45° IS 1.414 x LIFTING EYE LOAD: 245-LBS

LIFT SLING PROVIDED BY OTHERS

PART NO.	PA22-7896-78B-0003
	78x96x78 POWER ASSEMBLY REMOVEABLE PAD LIFTING DETAILS
ITEM #	FLORIDA POWER AND LIGHT

NOTICE: This drawing is the property of CDR Systems and is loaned only upon the condition that it is not to be copied or reproduced nor to be used for furnishing information to others or for any other purpose detrimental to the interest of CDR Systems

cdr SYSTEMS CORP.
146 SOUTH ATLANTIC AVE., ORMOND BEACH, FL 32176
PHONE: (386) 615-9510 FAX: (386) 615-9606

REV 4 EGH 5/18/07

DATE:	DRN:	CHK'D:	APPR'D:	DWG. NO.:
2/9/06	EGH			467-0003 4 of 4

ATTACHMENT D

CITY/COUNTY RIGHT-OF-WAY AGREEMENT FOR UNDERGROUND CONVERSIONS
(WR#4325648)

CITY/COUNTY RIGHT-OF-WAY
AGREEMENT FOR UNDERGROUND CONVERSIONS (WR #4325648)

THIS AGREEMENT (the "**Agreement**") is made and entered into this __ day of _____, 20_____ by and between CITY OF POMPANO BEACH (***"Local Government"***), a Florida municipal corporation or county with an address of 100 W. Atlantic Blvd., Rm. 276, Pompano Beach, FL and Florida Power & Light Company (***"FPL"***), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, Local Government has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "***Conversion***"): Along West Atlantic Blvd., then, north to N.E. 4th St., east of N. Dixie Hwy. and west of N.E. 1st Ave. in Pompano Beach (UG. WR # 4325648) (collectively, the "***Existing Overhead Facilities***") to underground facilities, including transformers, switch cabinets and other appurtenant facilities some of which may be installed above ground (collectively, the "***Underground Facilities***") and has further requested that certain of the Underground Facilities be placed in certain of its road rights-of-way (***"Local Government ROW"***) and/or certain road rights-of-way owned by or under the jurisdiction of other agencies (***"Other ROW"***). Local Government ROW and Other ROW may be referred to collectively as ***"ROW"***; and

WHEREAS, the Local Government has agreed to pay FPL the cost of such Conversion as required by FPL's electric tariff and Section 25-6.115 of the Florida Administrative Code and has or will enter into a separate Underground Facilities Conversion Agreement with FPL; and

WHEREAS, FPL is willing, subject to the terms and conditions set forth in this Agreement, FPL's electric tariff and Section 25-6.115 of the Florida Administrative Code, to place certain of the Underground Facilities in the ROW.

NOW THEREFORE, in recognition of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the parties covenant and agree as follows:

1. The foregoing recitals are true and correct, and are hereby incorporated by reference into this Agreement.

2. **Conditions Precedent to Placement of Underground Facilities in ROW**

(a) Local Government covenants, represents and warrants that:

(i) Local Government has full legal right and authority to enter into this Agreement;

(ii) Local Government has full legal right and authority to take all actions and measures necessary to fulfill Local Government's obligations under this Agreement;

(iii) Local Government hereby authorizes the use of the ROW by FPL for the purposes stated herein.

(b) All applicable permits for FPL to install, construct, or maintain Underground Facilities in ROW must be issued on a timely basis by the appropriate agency, subject to the timely filing for permits by FPL.

(c) Local Government agrees to provide, at its expense, a legal description that is acceptable to FPL of the ROW to be occupied by the Underground Facilities at a time before FPL initiates the design of the Underground Facilities. Said legal description shall be made part of this Agreement and attached as Exhibit "A".

(d) FPL agrees to identify and document all existing FPL underground facilities within the ROW that will not be included under this Agreement. Local Government shall reimburse FPL's reasonable costs and expenses to deliver said documentation. Said documentation shall be made part of this Agreement and attached as Exhibit "B".

(e) FPL warrants that the design of the Underground Facilities to which Local Government has agreed are in compliance with all operational and safety guidelines, codes and standards. FPL and Local Government have mutually agreed upon the location of the facilities within the ROW as per the construction drawings. Said construction drawings shall be attached as Exhibit "C" to this agreement, are part of this agreement, and may be amended to reflect changes to location of facilities as required.

3. **Relocation and Rearrangement of FPL Facilities.** If the Local Government or other agency with control over the Local Government ROW or Other ROW, for any reason whatsoever, requires that FPL relocate or rearrange, in whole or in part, any Underground Facilities (as they are to exist as a result of this Conversion, or as they may later be modified, upgraded, or otherwise altered) from or within the Local Government ROW or Other ROW, the Local Government, notwithstanding any language to the contrary in any applicable permit or franchise agreement, and prior to any such relocation by FPL, shall provide FPL with a substitute location, satisfactory to FPL, obtain any easements that may be necessary, and shall pay FPL for the costs of any such relocation, adjustment or rearrangement, now or in the future. Local Government shall reimburse FPL for all costs to locate, expose, protect or support the Underground Facilities, whether underground or above ground, in the event of future construction or excavation in close proximity to the Underground Facilities, when such services are required by Local Government or other agency with control over the Local Government

ROW or Other ROW Local Government shall use its best efforts in any design and construction of its future road improvement projects to avoid or mitigate the necessity of relocating or adjusting the Underground Facilities in Local Government ROW and, to the extent reasonably practicable, in Other ROW.

Local Government shall only be responsible for relocation costs associated with replacement facilities conforming to FPL standards in effect at the time of relocation. Any costs associated with the replacement facilities to provide increased capacity, improved reliability, future use facilities, or other such enhancements over and above the FPL standards in effect at the time of the relocation shall not be the responsibility of Local Government.

Nothing herein shall preclude Local Government from obtaining reimbursement for any and all costs requiring FPL to relocate or rearrange any of its Underground Facilities from that entity which initiated the requirement for the relocation or rearrangement of the facilities, excluding only other agencies which own or have jurisdiction over the ROW.

FPL shall be responsible for any and all costs of removal or relocation when such removal or relocation is initiated by FPL. Additionally, FPL agrees that when any portion of a street is excavated by FPL in the location, relocation or repair of any of its facilities when said location, relocation or repair is initiated by FPL, the portion of the street so excavated shall, within a reasonable time and as early as practical after such excavation, be replaced by FPL at its expense in a condition as good as it was at the time of such excavation.

4. **Abandonment or Sale of Local Government ROW.** If the Local Government desires to subsequently abandon or discontinue use of the Local Government ROW, and ownership of the land is transferred to a private party, the Local Government, as a condition of and prior to any such sale, abandonment, or vacation, shall grant FPL an easement satisfactory to FPL for the Underground Facilities then existing within the ROW or require the transferee to so grant FPL an easement satisfactory to FPL at the time of transfer. If ownership of the Local Government ROW is transferred to another public entity, that public entity shall take the ROW subject to the terms and conditions of this Agreement.

5. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities placed in the ROW.

6. **Title and Ownership of Underground Facilities**. Title and ownership of Underground Facilities installed by FPL as a result of this Agreement shall, at all times, remain the property of FPL.

7. **Conversion Outside ROW**. In the event that the FPL Underground Facilities are not, for any reason other than the sole error of FPL or its contractors,

constructed within the ROW, Local Government shall grant or secure, at Local Government's sole cost and expense, new easements or ROW grants for the benefit of FPL for the placement of the Underground Facilities in these areas, and shall secure subordinations of any mortgages affecting these tracts to the interest of FPL. In the alternative, at the discretion of Local Government, Local Government shall reimburse FPL for all costs incurred to remove said facilities which were constructed outside the ROW and for reinstallation within the ROW. FPL shall be responsible at completion of construction for notifying Local Government in writing of FPL's approval and acceptance of the conversion as being constructed within the ROW. Upon acceptance there shall be no further responsibility on the Local Government for relocations referenced in this paragraph.

8. **Agreement Subject to FPL's Electric Tariff.** This Agreement is subject to FPL's electric tariff, including but not limited to the general rules and regulations for electric service and the rules of the Florida Public Service Commission.

9. **Venue; Waiver of Jury Trial.** This Agreement shall be enforceable in Broward County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Broward County, Florida. By entering into this Agreement, FPL and the Local Government expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement. This Agreement shall be construed in accordance with the laws of the State of Florida.

10. **Attorney Fees.** In the event it becomes necessary for either party to institute or defend legal proceedings as a result of the failure of the other party to comply with the terms, covenants, or provisions of this Agreement, each party in such litigation shall bear its own cost and expenses incurred and extended in connection therewith, including, but not limited to attorneys' fees and court costs through all trial and appellate levels.

11. **Assignment.** The Local Government shall not assign this Agreement without the written consent of FPL

12. **Recording.** This Agreement shall be adopted by the Local Government and maintained in the official records of Local Government for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

13. **Conflict between Terms of Permit or Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Local Government and FPL, the terms of this Agreement shall control.

14. **Notice.** Any notice, instruction or other communication to be given to either party hereunder shall be in writing and shall be hand delivered, telecopied, sent by Federal Express or a comparable overnight service or by U. S. registered or certified mail, with return receipt requested and postage prepaid to each party at their respective addresses set forth below:

As to Local Government:
City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach, FL 33061

With copies to:

As to FPL:

FPL
700 Universe Blvd.
Juno Beach, FL 33408
Attn.: FPL Legal Department

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____

(SEAL)

MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

_____

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Exhibit A

WR # 4325648

Portions of the right-of-way of the following streets will be used to locate Florida Power and Light facilities:

1) NE 1 Avenue from Atlantic Boulevard to NE 4 Street
2) From FEC east right of way across Flagler Avenue along NE 2 Street to a point 50 feet east of NE 1 Avenue

Final right of way descriptions to be provided upon construction being completed.

Exhibit B

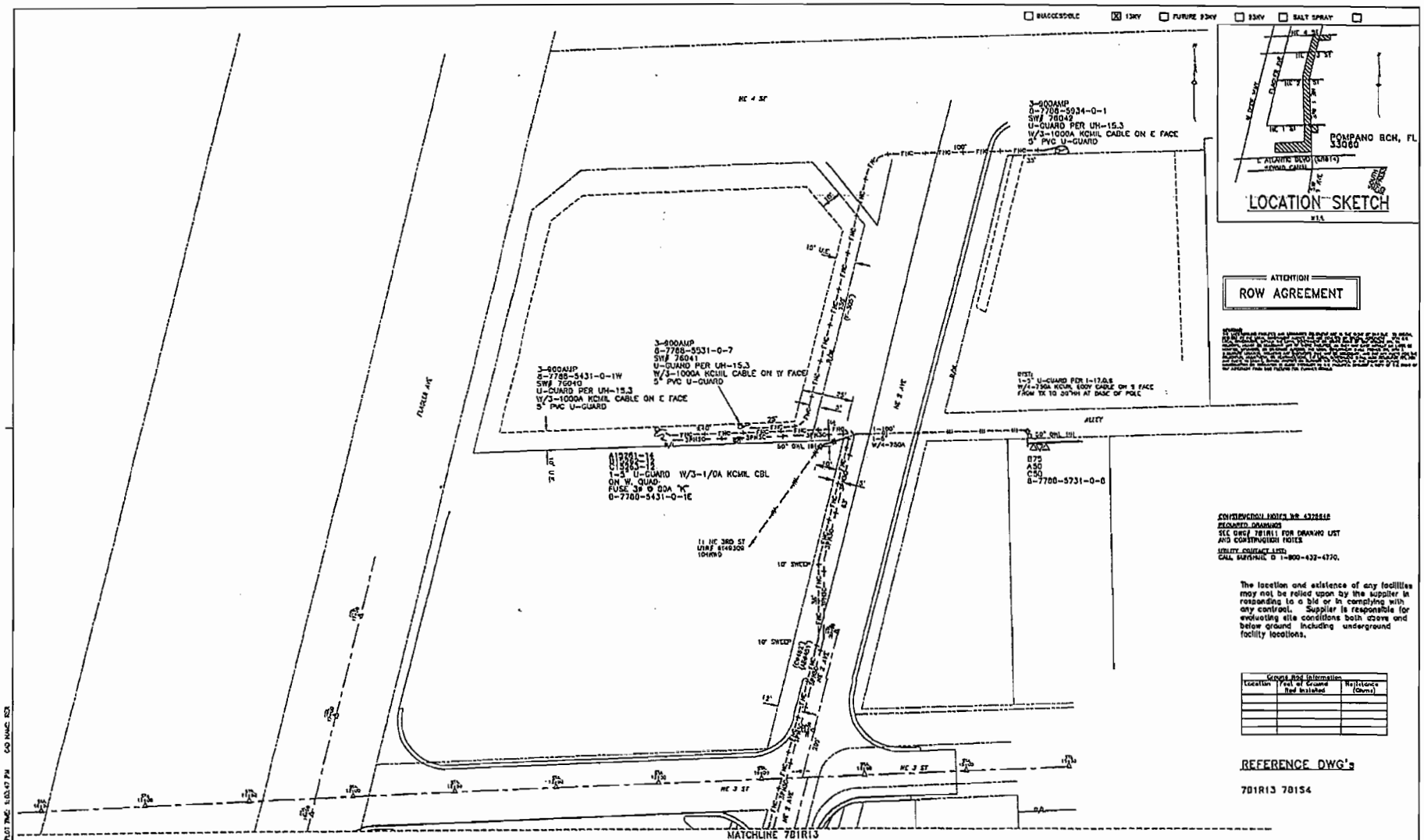
WR # 4325648

Currently, there is no existing underground equipment within the road right-of-way.

Exhibit C

WR # 4325648

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 13KV ☐ 33KV ☐ SALT SPRAY ☐



4325648	0	10/03/14	OH TO UG CONV, PULL FOR & PM CABLE, SWBT TX'S TO SVC POMPANO BEACH	
AS-BUILT	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY — AS-BUILT CREW PRINT

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

As required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Easement? YES ☒ NO ☐ | Survey/Staked YES ☒ NO ☐ | Work with SMG? YES ☐ NO ☒
Tree Work? YES ☒ NO ☒ | Designer/Staked YES ☐ NO ☒ | CT/Special Mat? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
POWER: CITY X, DR. DIST., COUNTY ASP, STATE RD X, FAA
POWER: WMD X, NR XING, COUNTY RD., TRANSM.
Posted by | Telephone Request? YES ☐ NO ☒ | CATV Request? YES ☐ NO ☒

FPL

DESIGNED BY	P. HARLACHER
DRAWN BY	W. SHERMAN
DATE	10/03/14
MAP NO.	U-0343

0 10 20 40 FEET

W/C NB

OH TO UG CONVERSION CITY OF POMPANO BEACH

V/O ATLANTIC BLVD & NE 1 AVE
POMPANO BEACH / BROWARD COUNTY, FL

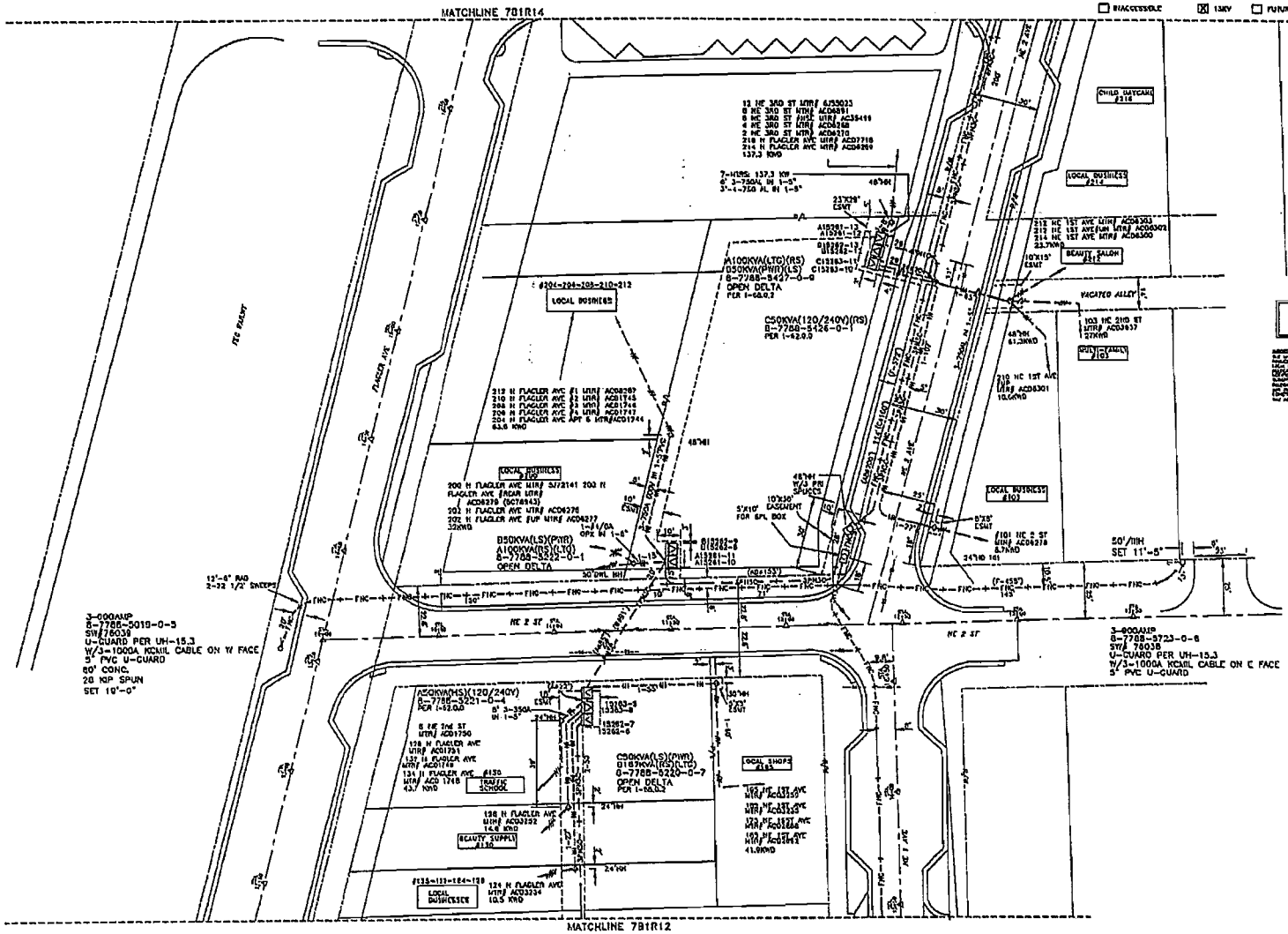
DWG NO. 7B1R14

WM 4325648 WM D043-25-648

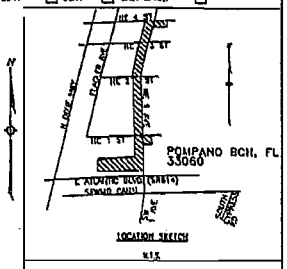
PLOT DATE: 10/12/2014 PLOT TIME: 1:03:47 PM CAD NAME: RCS

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

MATCHLINE 7B1R14



MATCHLINE 7B1R12



ATTENTION

ROW AGREEMENT

NOTES:

1. ALL DIMENSIONS, ELEVATIONS AND LOCATIONS ARE APPROXIMATE AND ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES. THE SUPPLIER MUST VERIFY ALL DIMENSIONS, ELEVATIONS AND LOCATIONS PRIOR TO ORDERING MATERIAL OR PERFORMING WORK. THE SUPPLIER SHALL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE DRAWING THAT MAY AFFECT THE WORK OR MATERIAL REQUIRED.
2. THE SUPPLIER SHALL BE RESPONSIBLE FOR ALL MATERIAL, EQUIPMENT AND LABOR NECESSARY TO COMPLETE THE WORK SHOWN ON THE DRAWING. ALL MATERIAL, EQUIPMENT AND LABOR NOT SHOWN ON THE DRAWING BUT NECESSARY TO COMPLETE THE WORK SHALL BE PROVIDED AT NO ADDITIONAL COST TO FPL.
3. ALL MATERIAL, EQUIPMENT AND WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL SAFETY CODE, THE NATIONAL ELECTRICAL CODE, OSHA, AND ALL OTHER APPLICABLE CODES, LAWS AND REGULATIONS.
4. THE SUPPLIER SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, LICENSES, AND APPROVALS NECESSARY TO COMPLETE THE WORK SHOWN ON THE DRAWING.
5. THE SUPPLIER SHALL BE RESPONSIBLE FOR ALL DAMAGES TO PROPERTY OR PERSONS RESULTING FROM THE WORK OR MATERIAL SHOWN ON THE DRAWING.
6. THE SUPPLIER SHALL BE RESPONSIBLE FOR ALL MATERIAL, EQUIPMENT AND LABOR NECESSARY TO COMPLETE THE WORK SHOWN ON THE DRAWING BUT NOT SHOWN ON THE DRAWING THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION.

CONSTRUCTION NOTES WR 4325648
BOUNDARY DRAWINGS
SEE DWG# 7B1R11 FOR DRAWING LIST AND CONSTRUCTION NOTES

UTILITY CONTACT LIST:
CALL SUNSHINE @ 1-800-432-4770.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG's

7B1R12 7B1S4
7B1R14

AS-BUILT COPY	AS-BUILT CREW PRINT	Easement? YES ☒ NO ☐	Survey/Staked? YES ☒ NO ☐	Work with SHOP YES ☐ NO ☒
STAKE	ECL BOX	Tree Work? YES ☐ NO ☒	Designer/Staked YES ☐ NO ☒	CT/Special Mat? YES ☐ NO ☒
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.		Map Posting? YES ☒ NO ☐	Trench Feet	Dual Bank Feet
			CITY X DR. DIST.	COUNTY AIR / STATE RD X / FAA
			WND X AR WND	COUNTY RD. / TRANSM.
		Posted by	Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒

AS CONVERT ground rods Have been Driven & verified to be within FPL Standards. Values are shown at at location.

	4325648	0	10/03/14	OH TO UG CONV. PULL FOR & PN CABLE, NIST TIE TO SVC POMPANO BCH
AS-BUILT	AUTH NO.	NO.	DATE	REVISION

FPL

DESIGNED BY	P. HARLACHER
DRAWN BY	W. SHERMAN
DATE	10/03/14
MAP NO.	U-0243
0 10 20 40 FEET	

OH TO UG CONVERSION
CITY OF POMPANO BEACH
V/O ATLANTIC BLVD & NE 1 AVE
POMPANO BEACH / BROWARD COUNTY, FL

DWG NO. 7B1R13
WR 4325648 WO D043-25-648

PLOT DATE: 11/12/2014 PLOT TIME: 1:02:42 PM DWG NAME: RDR

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 25KV ☐ SALT SPRAY ☐

MATCHLINE 7B1R13

PARKING LOT
1ST BAPTIST CHURCH

1-3" U-GUARD W/3-1/0A KCMIL COL ON W. QUAD
FUSE 34 O 15A "KS"
0-7788-5510-0-0
AU

SEE DWG# 7B2R9 FOR EXIST. RADIAL

1ST BAPTIST CHURCH PLAYFIELD

118 N FLAGLER AVE
MTR# AC03357
8.9 KWD

15261-5(N.O) 15261-4
15262-5(N.O) 15262-4
15263-5(N.O) 15263-4

43' 1-4/0A
TOX IN 1-2

ASOKVA(LS)(PWR) C167KVA(RS)(LTG)
0-7788-5110-0-0
OPEN DELTA 15263-7 15261-7
PER 1-66.0.7 15263-6 15261-6

TRANSFORM 2 SETS OF 1-100KVA & 1-50KVA CT'S
#125

133 NE 1ST AVE
MTR# AC02595
15 KWD

KELLY'S CHEMICAL SUPPLIES

HOLY CROSS MEDICAL CENTER #114

114 N FLAGLER AVE
MTR# AA14018
114 N FLAGLER AVE #2
MTR# AC18336
34.2 KWD

30'HH
15' 1-1/0A
OPX AT (-5')

(N7) 3PHIC — 3PHIC — 3PHIC — (D)

36-300KVA(120/208V) (RADIAL)
0-7788-5219-0-6
36-300KVA(120/208V) (LOOP)
0-7788-5219-0-8

50'DWL MH
BY 1-3

30'HH
41.2KWD

41 NE 1ST ST
MTR# AC38409

MTR# 1-PHASE

LAUNDROMAT LAUNDRYMAT #11

F&M SERVICES #31

CLOSED BUILDING #81

FLAGLER AVE

FEC RAILWAY

NE 1 ST

93'/3H
8 KIP
SET 12'-0"
5-400AHP
0-7788-5515-1-1
SWB 76037
U-GUARD PER UH-15.3
W/3-1000A KCMIL CABLE ON N FACE
3" PVC U-GUARD

A15261-1
B15262-1
C15263-1
PER UH-15.3.2
INST 1-3" U-GUARD
ON S. QUAD
FUSE 38 O 80A "K"
0-7788-5515-0-3

ACE LIGHTING #14

POMPANO PHARMACY #80

40 NE 1ST ST
MTR# AA01460

27 NE 1ST AVE
MTR# AC07132
35.6KWD

50 NE 1ST ST
MTR# AC00913
12.5KWD

15261-2
15262-2

14/0 OPX
2-115' IN 1-3"

30'HH
FAC

ASOKVA(RS)(LTG) B25KVA(LS)(PWR)
0-7788-5112-0-0
OPEN DELTA
PER 1-66.0.2

15261-3
15262-3

2-48"HH
CO SPLICE BOXES

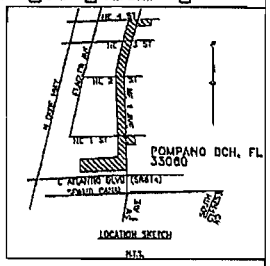
400 480"-1/0TPX IN
2" FROM TX O LOC 13
TO 90' O 13.1 IN
CONDUIT 101 O 13.2

WIGHT

FIRST BAPTIST CHURCH AUXILIARY BLDG #20

24"HH

MATCHLINE 7B1R10



ATTENTION
ROW AGREEMENT

CONSTRUCTION NOTES NO. 4325610
REQUIRED DRAWINGS
SEE DWG# 7B1R11 FOR DRAWING LIST AND CONSTRUCTION NOTES
UTILITY CONTACT LIST:
CALL SUNSHINE @ 1-800-432-4770.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

REFERENCE DWG's

7B1R11 7B1S4
7B1R10

REFERENCE DWG's

7B1R10 7B1R13
7B1R4

AS-BUILT COPY	AS-BUILT CREW PRINT
PRINT / EDIT DATE	TECHNICIAN SIGNATURE / DATE
Job CONTROL COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	
SUPERVISOR SIGNATURE / DATE	
As required ground rods have been given & verified to be within FPL standard. Values are shown at all locations.	
TECHNICIAN SIGNATURE / DATE	

Easement? YES ☐ NO ☐	Survey/Staked YES ☐ NO ☐	Work with SNOP YES ☐ NO ☐	
Tree Work? YES ☐ NO ☐	Designer/Staked? YES ☐ NO ☐	CT/Special Inst? YES ☐ NO ☐	
Stop Posting? YES ☐ NO ☐	Trench Feet	Duct Bank Feet	
	POSTED BY: CITY / DR. DIST. / COUNTY AIR / STATE RD / FAA		
	WMD / RR XING / COUNTY RD. / TRANSM.		
Posted by	Telephone Request? YES ☐ NO ☐	CATV Request? YES ☐ NO ☐	

FPL

DESIGNED BY	
DRAWN BY	
DATE	
MAP NO.	U-0343

0 10 20 40
FEET

TWP. 48 RNG 42 SEC 13 QTR.

W/A NO.

OH TO UG CONVERSION
CITY OF POMPANO BEACH

V/O ATLANTIC BLVD & NE 1 AVE
POMPANO BEACH / BROWARD COUNTY, FL

DWG NO. 7B1R12

WR: (N/S): — —

ASDULT	AUTH NO.	NO.	DATE	REVISION
	4325610	0	10/03/14	OH TO UG CONV. PULL FOR & PRI CABLE, INST TX'S TO SVC POMPANO BEACH

PLOT DATE: 11/12/2014 PLOT TIME: 12:52:02 PM CAD NAME: 7B1R

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

MATCHLINE 701R12

1850 E ATLANTIC BLVD (SHP23)
URD ACM1103
5.0KW

PER I-87.89
C25KVA(120/240V) (LS)
8-7788-5011-0-7

15263-2

15263-3

(CASH)
(10')

2P#10

PLUG & MARK 4 DUCTS

ADD 480'-1/0TPX IN 2" FROM TX @ LOC 13 TO 90' @ 13.1 TO EXISTING MH @ 13.2

EXCLUD COURT

POMPANO MHP
731

24"OH

VACANT

35'

NE 1 AVE

1-67

MATCHLINE 701R11

POMPANO BCH, FL
33060

E ATLANTIC BLVD (SR814)
SPOON FARMS

LOCATION SKETCH
N.T.S.

FEC RAILWAY

E ATLANTIC BLVD (SR814)

CONSTRUCTION NOTES WR 4325648
REQUIRED DRAWINGS
SEE DWG# 701R11 FOR DRAWING LIST AND CONSTRUCTION NOTES

UTILITY CONTACT LIST:
CALL SUNSHINE @ 1-800-432-4770.

SFWMD R/W(C-18 CANAL)

70'/1 CCA

FNC

(U=9.13)
397'

20"OH

MATCHLINE 701R11

3'X10'
FDR SPL BOX

SW 1 ST

SW 1 AVE

3-600AMP
8-7788-1505-0-2
SW# 7603S
U-GUARD PER UH-15.3
W/3-1000A KCLBL CABLE ON S FACE
3" PVC U-GUARD

ATTENTION
ROW AGREEMENT

This location and existence of any facilities shown may not be correct upon by the engineer in responding to a 336 or 81 complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

Ground Rod Information		
Location	Test or Grounded Rod Installed	Resistance (Ohms)

REFERENCE DWG's

701R11 701S4
701PP2

AS-BUILT COPY
AS-BUILT CREW PRINT
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Noted changes shown on PIOS.

Easement? YES ☒ NO ☐
Tree Work? YES ☐ NO ☒
Map Posting? YES ☒ NO ☐
Survey/Stake? YES ☒ NO ☐
Designer/Stake? YES ☐ NO ☒
Trench Feet
Duct Bank Feet
Work with SMO? YES ☐ NO ☒
CT/Special Mt? YES ☐ NO ☒

CITY	X	DR. DIST.	COUNTY AIR	STATE RD X	FAA
WMD	X	RR XING	COUNTY RD.	TRANSM.	

Telephone Request? YES ☐ NO ☒ CATV Request? YES ☐ NO ☒

Posted by

FPL

DESIGNED BY M. HAMLACHER
DRAWN BY W. SHERMAN/W.R.
DATE 10/03/14
MAP NO. U-0343
0 10 20 40
FEET

TWP. 48 RGE. 42 SEC. 35 QTR.
W/A NO
OH TO UG CONVERSION
CITY OF POMPANO BEACH
V/O ATLANTIC BLVD & NE 1 AVE
POMPANO BEACH / BROWARD COUNTY, FL
DWG NO. 7B1R10
WR: 4325648 INW: D043-25-648

	4325648	0	10/03/14	OH TO UG CONV. PULL FDR & FR CABLE, RIST TX'S TO SVC POMPANO BEACH
ASBUILT	AUTH NO.	NO.	DATE	REVISION

PLOT DATE: 11/12/2014 PLOT TIME: 12:45:50 PM CAD NAME: NO5

☐ INACCESSIBLE ☒ 12KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐

MATCHLINE 781R12

MATCHLINE 781R10

E ATLANTIC BLVD

CONSTRUCTION NOTES WR 4325648

REFERENCE DRAWINGS
781R10 781R14
781R11 781S4
781R12 781PP3
781R13 781PP3

ADDITIONAL CONSTRUCTION NOTES
- MAINTAIN 8 FT OF CLEARANCE IN FRONT OF PAD, 3 FT AT SIDES AND REAR.
- MAINTAIN 8 FT OF CLEARANCE FROM WINDOWS.

SERVICE VOLTAGE
-VARIES AS NOTED

TRENCH NOTES:
EXCAVATION: 10 FEET FROM
MAINTAIN A MINIMUM OF 12" SEPARATION FROM ALL OTHER UTILITIES
INSTALL FOUR WIRE ALONGSIDE EMPTY CONDUIT RUNS

CUSTOMER INSTALLED CONDUIT:
-CUSTOMER INSTALLED ALL PVC OR DIRECTIONAL BORE

CABLE:
-FPL TO SUPPLY 1000AL 25KV XPEJ CABLE IN 6" PVC CONDUIT WITH 36" MINIMUM COVER.
-SPLICE TO SUPPLY 350CM/70A 25KV-XPE JKT IN 3-4" PVC WITH 36" MINIMUM COVER.
-SECONDARY IS 4/0 TPX RW-110 IN 1-3" PVC WITH 36" MINIMUM COVER UNLESS OTHERWISE NOTED.
-ALL SERVICES TO BE INSTALLED, OWNED & MAINTAINED BY THE CUSTOMER.

OTHER NOTES:
-ALL SERVICES TO BE INSTALLED, OWNED & MAINTAINED BY CUSTOMER.
-COORDINATE WITH WR#4325647, 4325643

STANDARD NOTES:
ALL CABLE AFTER OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER.
(XXX) DENOTES CABLE PULL DISTANCE.
UNDERGROUND CONSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING.
INSTALL NEUTRAL BOND FOR COMMUNICATION COMPANIES AT ALL SINGLE PHASE TRANSFORMERS PER D.O.T. C-11.0.0

UTILITY CONTACT LIST
CALL SUNSHINE @ 1-800-432-4770.

ADDITIONAL CONSTRUCTION NOTES
USE DOT STANDARDS AS FOLLOWS:

L-17.0.0 FOR LOCATED SINGLE PHASE TRANSFORMERS.

L -17.0.7 FOR HAND-HOLES, 24", 30", & 48" AS NOTED

UH-2.0.0 FIG 5 FOR PVC U-GUARD ENTRANCE DETAIL (RISER AT A POLE).

UH-9.0.0 ELLS AT RISER POLES & PADMOUNTED TRANSFORMERS.

UH-13.0.0 FOR ELECTRODE MARKERS (EM/DTS)

UH-16.0.0 FOR FEEDER SPLICE BOXES.

UH-19.0.0 FOR 48" HAND-HOLE - PRIMARY SPLICE BOX, (FOR 80" DRIVEWAY LOADING SEE - UX-202)

UH-21.0.0 FOR PROTECTIVE BARRIER AND CLEARANCES TO PAD MOUNTED TRANSFORMERS & SWITCHES.

UH-27 FOR RECOMMENDED PRACTICES FOR FIELD JOINING AND INSTALLATION OF PVC CONDUIT.

UH-28.0.2 & UH-28.0.3 FOR DIRECTIONAL BORING INSTALLATION GUIDELINES.

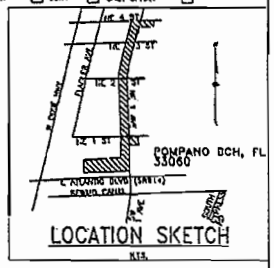
UV-12.0.0 FOR IDENTIFICATION OF VACANT CONDUITS.

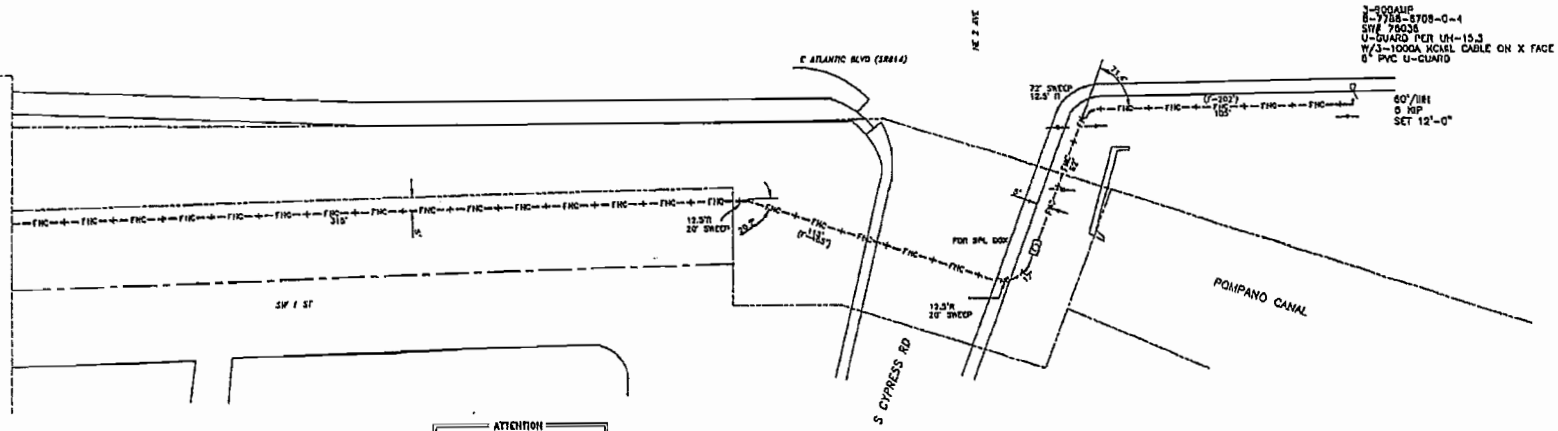
I-87.0.0 FOR SINGLE PHASE HIGH STYLE PMTR (CONDUIT, AND CABLE SIZE > 4/0 AL) (UX-117.0.2 CONC.PAD)

I-88.0.3 FOR OPEN WYE-OPEN DELTA TX BANKS, (UX-115.0.1 FOR CONCRETE PAD) MOUNTED WITH LOADING PHASE SECONDARY STYLE LTG TX ON RIGHT SIDE AND LAGGING/NEUT PHASE LOW STYLE PMR TX ON LEFT SIDE. SECONDARY / SERVICE CABLES TO ENTER THE PAD ON THE RIGHT SIDE OF THE LIGHTING TX WINDOW.

I-70.0.1 FOR 3 PHASE DEAD FRONT SECTIONALIZING (UX-114.0.2 FOR LOOP STYLE CONCRETE PAD)

DESIGNER:
PLS PROVIDE POLE SIZES
FOR THE PN AND FOR RISERS





ATTENTION
ROW AGREEMENT

Ground Rod Information		
Location	Feet of Ground Rod Installed	Resistance (Ohms)

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

REFERENCE DWG's

781R10 781S4
781PP3

4325648	0	10/03/14	OH TO UG CONV. PULL FDR & PRI CABLE, INST TX'S TO SVC POMPANO BEACH
AS-BUILT	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY — AS-BUILT CREW PRINT
CONTRACTOR — FOREMAN'S SIGNATURE — DATE
JOB CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROG.
Supervisor's Signature — Date
All required ground rods have been driven & verified to be within FPL Standards. Valves are shown at all locations.
Foreman's Signature — Date

Easement?	YES ☒ NO ☐	Survey/Stake?	YES ☒ NO ☐
Tree Work?	YES ☐ NO ☒	Designer/Student	YES ☐ NO ☒
Map Posting?	YES ☒ NO ☐	Posted by	
Work with DOT	YES ☐ NO ☒
CT/Special MVT	YES ☐ NO ☒
Trench Feet	Duct Bank Feet
CITY X	DR. DIST.	COUNTY ATT	STATE RD X	FAA
WMD X	FPL JOINT	COUNTY RD.	TRANSM.
Telephone Request? YES ☐ NO ☒	CATV Request? YES ☐ NO ☒

FPL

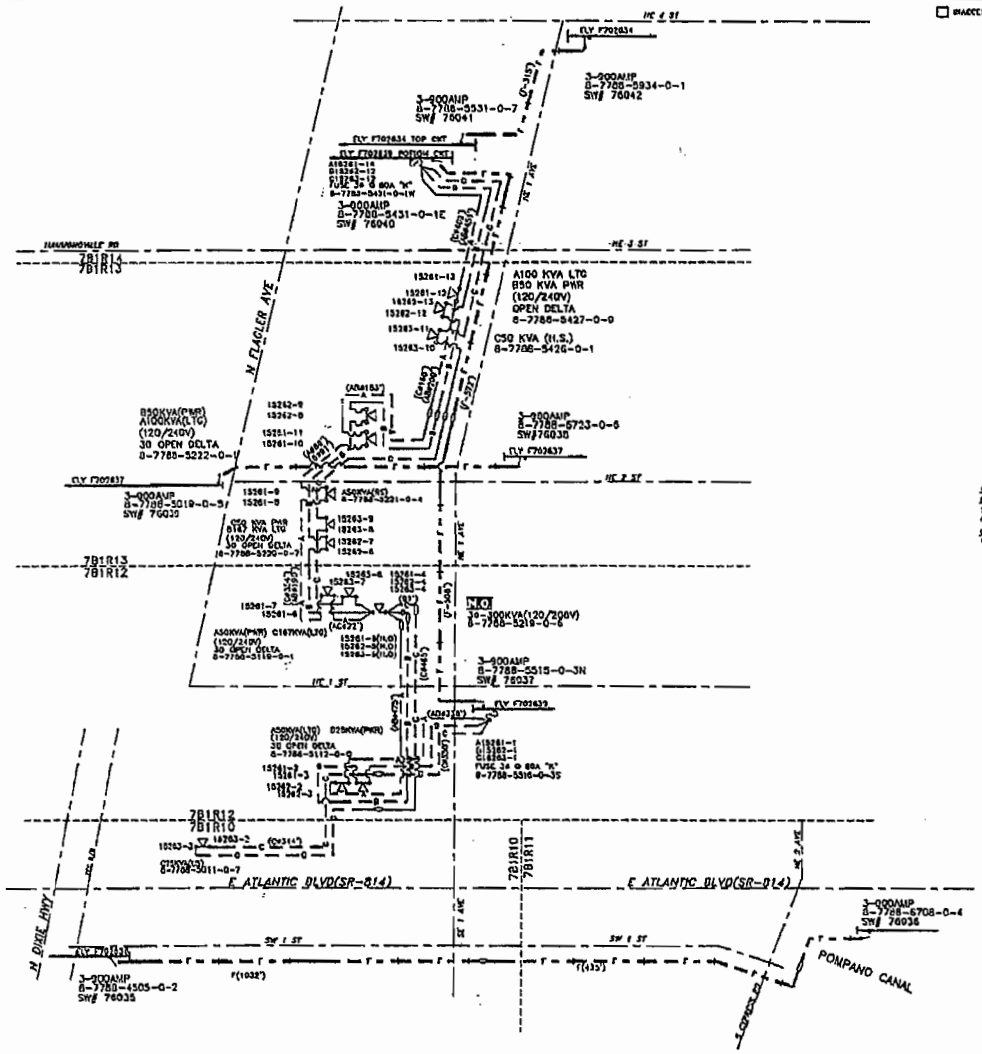
DESIGNED BY	P. HARLACHER
DRAWN BY	W. SHERMAN
DATE	10/03/14
MAP NO.	U-0343
0 10 20 40 FEET	

N/A ND
OH TO UG CONVERSION
CITY OF POMPANO BEACH
V/O ATLANTIC BLVD & NE 1 AVE
POMPANO BEACH / BROWARD COUNTY, FL

DWG NO. 781R11
WR 4325648 INV D043-25-648

PLOT DATE: 11/12/2014 PLOT TIME: 12:30:34 PM CAD FILNO: R2R

☐ INACCESSIBLE ☒ 13KV ☐ FUTURE 23KV ☐ 23KV ☐ SALT SPRAY ☐



ATTENTION

ROW AGREEMENT

IMPORTANT
THE UNDERGROUND FACILITIES AND ASSOCIATED EQUIPMENT ARE IN THE RIGHT OF WAY DUE TO SPECIAL REQUEST BY THE LOCAL GOVERNMENT AGENCY AND ARE COVERED BY SPECIAL AGREEMENT WITH THE LOCAL GOVERNMENT. SHOULD THE LOCAL GOVERNMENT OR OTHER RIGHT OF WAY REQUIRE FPL TO RELOCATE, ADJUST OR REARRANGE ANY OF THESE FACILITIES, AS THEY MAY EXIST INITIALLY OR LATER BE MODIFIED, UPGRADED, OR OTHERWISE ALTERED, THE LOCAL GOVERNMENT SHALL PROVIDE FPL WITH A SUBSTITUTE LOCATION, INCLUDING ANY EASEMENTS THAT MAY BE NECESSARY, AND PAY ANY COSTS FOR THE RELOCATION, ADJUSTMENT OR REARRANGEMENT. THE LOCAL GOVERNMENT SHALL ALSO REIMBURSE FPL FOR ANY COSTS TO LOCATE, EXPOSE PROTECT OR SUPPORT THE FACILITIES, IN THE EVENT OF FUTURE CONSTRUCTION OR CROSSINGS IN CLOSE PROXIMITY TO THE FACILITIES. REQUEST A COPY OF THE RIGHT OF WAY AGREEMENT FROM DOC FILES/CD FOR FURTHER DETAILS.

CONSTRUCTION NOTES W/R 4325648
REQUIRED DRAWINGS
SEE DWG# 7B1R11 FOR DRAWING LIST AND CONSTRUCTION NOTES

UTILITY COVERAGE LIST:
CALL SUNSHINE @ 1-800-432-4770.

The location and existence of any facilities may not be relied upon by the supplier in responding to a bid or in complying with any contract. Supplier is responsible for evaluating site conditions both above and below ground including underground facility locations.

13KV UG LOOP LOADING		
B- LOOP#	KVAC	FUSE
A-15261	450	80A-K
B-15262	367	80A-K
C-15263	442	80A -K

REFERENCE DWG's

7B1R10 7B1R11
7B1R12 7B1R13 7B1R14
7B1PP2 7B1PP3

ASBUILT	4326646	0	10/03/14	OH TO UG CONV, PULL FOR & PN CABLE, WEST DC'S TO SVC POMPANO BEACH
	AUTH NO.	NO.	DATE	REVISION

AS-BUILT COPY — AS-BUILT CREW PRINT

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

All required ground rod have been drawn & verified to be within FPL standards. Values are shown at all locations.

Easement? YES ☒ NO ☐ | Survey/Staked? YES ☒ NO ☐ | Work with SHOT YES ☐ NO ☒
Tree Work? YES ☐ NO ☒ | Designer/Staked? YES ☐ NO ☒ | CT/Special Inst YES ☐ NO ☒
Map Posting? YES ☒ NO ☐ | Trench Feet | Duct Bank Feet
CITY X | OK. DIST. | COUNTY AIR | STATE RD X | FAA
SWD X | RR JUNC | COUNTY RD. | TRANSM.
Posted by | Telephone Request? YES ☐ NO ☒ | CATV Request? YES ☐ NO ☒

FPL

DESIGNED BY	P. HAMLACHER
DRAWN BY	W. SHERMAN
DATE	10/03/14
MAP NO.	U-0313
0 N.T.S. FEET	

TWP. 48 RNG. 41 SEC. 25 QTR. N/A ND

OH TO UG CONVERSION
CITY OF POMPANO BEACH
W/O ATLANTIC BLVD & NE 1 AVE
POMPANO BEACH / BROWARD COUNTY, FL.

DWG NO. 7B1S4
W.M. 4325648 SUM D043-25-648

PLOT DATE: 11/12/2014 PLOT TIME: 10:10:23 PM CAD FILNAME: RD1

Meeting Date: January 13, 2015 Agenda Item 9

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance x Resolution ____ Consideration ____ Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE A PARTIAL RELEASE OF RIGHTS UNDER WATER WELL FIELD RIGHTS AND EASEMENT AGREEMENT; PROVIDING AN EFFECTIVE DATE. NO FINANCIAL IMPACT.

Summary of Purpose and Why:

The lender to the developer (ZOM USA) has requested a recorded instrument which says that the City will not site any additional well heads in the area North of Atlantic Boulevard. The Partial Release only says the City agrees that no new wells will be located north of Atlantic which was decided years ago and memorialized in a letter from the City. The partial release in no way changes the Ctiy's rights to install future wells in the area south of Atlantic pursuant to the longstanding wellfield easement document.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Utilities Department
(2) Primary staff contact: A. Randolph Brown, Utilities Director Ext. 7044
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Utilities	12/23/14	Approve	
Budget	12-30-14	Approve	
Finance	12/23/14	Approve	A. Jayne
City Attorney	12/26/14		Memo 2015-376

X City Manager

James W. Beard

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

City Attorney's Communication #2015-376
December 10, 2014

TO: A. Randolph Brown, Utilities Director

FROM: Gordon B. Linn, City Attorney

RE: Resolution – Partial Release of Rights Under Water Well Field Rights and Easement Agreement

As requested in your email of November 12, 2014, I have prepared and attached hereto the following captioned resolution:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PARTIAL RELEASE OF RIGHTS UNDER WATER WELL FIELD RIGHTS AND EASEMENT AGREEMENT; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

GORDON B. LINN

GBL/jrm
L:cor/util/2015-376

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PARTIAL RELEASE OF RIGHTS UNDER WATER WELL FIELD RIGHTS AND EASEMENT AGREEMENT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the proper officials are hereby authorized to execute a Partial Release of Rights Under Water Well Field Rights and Easement Agreement attached hereto as Exhibit "A," wherein the City provides a written Partial Release of the Water Well Field Rights and Easement Agreement recorded in Book 20353, Page 167, of the Public Records of Broward County, Florida.

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

/jrm
12/10/14
l:reso/2015-138

Dennis W. Beach
City Manager

100 West Atlantic Boulevard
Pompano Beach, Florida 33060

Pompano Beach All-America City 2005

Office: 954-786-4601 **City of Pompano Beach, Florida** Fax: 954-786-4504

May 11, 2010

Mr. Rick Weber, General Manager
Palm Aire Country Club
2600 Palm Aire Drive N.
Pompano Beach, Florida 33069

Subject: Palm Aire Well Siting

Dear Mr. Weber,

The goal of the well siting evaluation was to identify potential additional well locations within the Palm Aire community in Pompano Beach, Florida. The City of Pompano Beach (City) and the Katzoff Development Corporation (Developer) entered into an agreement in 1966 granting the City Water Well Rights and Easements for the placement of water supply wells on the Developer's property within the designated areas. A total of ten wells have been constructed and now comprise the City's existing western water supply wellfield.

According to the agreement, the City has:

> *"... the right but not the obligation, to drill water wells of a size, type and capacity to be determined by it, in its sole discretion ("Wells"), and to remove, without limitation, restriction or interference by the GRANTOR, water from all underground sources lying below and beneath all of the Burdened Lands, and to install monitoring wells and other testing equipment for the testing and maintenance of the wells."*

The Water Well Field Rights and Easement Agreement specify that the City can operate no more than 18 wells on the designated property available for water well development. As recently requested by you, the City agreed to select the eight remaining potential future well locations in an effort to facilitate your transition of two existing golf course areas (the Sabals and Pines Courses) into a community lake system. The City proceeded to evaluate the access, construction, transmission, and protection potential of various locations within the available easement areas allotted by the Agreement for development of water supply wells.

The City of Pompano Beach is an Equal Opportunity Employer and Does Not Discriminate on the Basis of Handicapped Status

Based on our April 22, 2010 meeting, eight potential well locations were selected by the City and agreed to by you. The eight locations are shown on the map included with this letter as Attachment 1. It was agreed that the selected locations are still preliminary and that they may change at the time of construction based on physical site constraints, regulatory conditions, or other considerations of the City or Developer. As stated in the Agreement in paragraph 1A(i):

> *"CITY shall submit to GRANTOR for approval complete plans and specifications for construction of Wells and/or installation on the Burdened Lands of any equipment and facilities necessary for the operation and maintenance of the proposed Wells ("Well Facilities"), together with a proposed construction schedule, together with all proposed temporary or permanent easements ("Easements") required by the CITY in connection with the ingress to, egress from, access to, and construction, operation, testing or maintenance of the Wells or the Well Facilities; ..."*

The City expects that when plans and specifications are submitted for construction of Wells and Well Facilities, you as the Agreement GRANTOR's representative agree to abide by the terms and requirements of the Water Well Field Rights and Easement Agreement.

Please feel free to contact me at any time.

Sincerely,

Dennis W. Beach
City Manager

C: Willie Hopkins, Assistant City Manager
Robin Bird, Development Services Director
A. Randolph Brown, Utilities Director

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:

Zelica M. Quigley, Esquire
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, FL 33434

PARTIAL RELEASE OF RIGHTS UNDER WATER WELL FIELD RIGHTS AND EASEMENT AGREEMENT

THIS PARTIAL RELEASE OF RIGHTS UNDER WATER WELL FIELD RIGHTS AND EASEMENT AGREEMENT ("**Release**") is executed this ___ day of _____, _____ by the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (the "City").

RECITALS

WHEREAS, the City and Katzoff Development Corp., a Florida corporation, entered into that certain Water Well Field Rights and Easement Agreement dated December 18, 1992 and recorded in Official Records Book 20353, Page 167 of the Public Records of Broward County, Florida (the "**Easement Agreement**"); and

WHEREAS, pursuant to the terms of the Easement Agreement, the City was granted certain water well rights and easements with respect to the Burdened Lands as more particularly described therein, including the right to drill Wells (as defined in the Easement Agreement), the right to install monitoring wells and other testing equipment for the testing and maintenance of the Wells (collectively, the "**Testing Facilities**") and the right to install Well Facilities (as defined in the Easement Agreement); and

WHEREAS, in order to facilitate the development of a portion of the Burdened Lands located north of West Atlantic Boulevard, as more particularly described on **Exhibit "A"** attached hereto (the "**Released Property**"), the City has agreed to release its rights and easements, under and pursuant to the Easement Agreement, to construct on the Released Property any new or additional (a) Wells, (b) Testing Facilities, and/or (c) Well Facilities; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby agrees as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Easement Agreement.

2. **Release**. The City hereby releases, cancels, terminates and waives its rights and easements, under and pursuant to the Easement Agreement, to construct on the Released Property any new or additional (a) Wells, (b) Testing Facilities, and/or (c) Well Facilities from and after the date of this Release. Nothing in this Release shall impair, alter or diminish (i) the rights of the City to operate the existing Wells, the existing Testing Facilities and the existing Well Facilities located on the Released Property on the date of this Release (collectively, the "**Existing Facilities**"); or (ii) the obligation of the City, under and pursuant to the Easement Agreement, to maintain the Existing Facilities.

IN WITNESS WHEREOF, the City has executed this Agreement as of the date first written above.

WITNESSES:

CITY OF POMPANO BEACH

_____
Name:_____

By:_____
LAMAR FISHER, MAYOR

_____
Name:_____

_____
Name:_____

By:_____
DENNIS W. BEACH,
CITY MANAGER

_____
Name:_____

Attest:

_____ (SEAL)
MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

_____
Notary Public, State of Florida
Name: _____
Commission Expires:_____

EXHIBIT "A"

RELEASED PROPERTY

A PARCEL OF LAND IN THE SOUTH ONE-HALF (S. 1/2) OF SECTION 32, AND IN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 01°22'47" WEST ALONG THE EAST LINE OF SAID SECTION 32, SAME BEING THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 365.78 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF WEST ATLANTIC BOULEVARD, A 120.00 FOOT RIGHT-OF-WAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP NUMBER 410055, SECTION 86130-2504, SHEET 12 OF 18, SAME BEING THE SOUTHWEST CORNER OF TEXACO-POMPANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,587.89 FEET (A RADIAL LINE T0 SAID POINT BEARS NORTH 11°21'03" EAST), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°27'04", AN ARC DISTANCE OF 67.93 FEET; THENCE NORTH 67°56'40" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 164.17 FEET; THENCE NORTH 89°26'43" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 160.24 FEET; THENCE SOUTH 76°08'26" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 54.19 FEET; THENCE SOUTH 82°47'08" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 240.26 FEET; THENCE SOUTH 76°36'32" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 42.62 FEET; THENCE SOUTH 69°19'34" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 238.14 FEET; THENCE SOUTH 73°55'06" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 182.76 FEET; THENCE SOUTH 71°12'48" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 211.47 FEET TO A POINT ON A ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,231.83 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH 10°39'02" EAST); THENCE WESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°32'32", AN ARC DISTANCE OF 449.60 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 0.13 FEET; THENCE NORTH 85°20'44" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 180.40 FEET; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 150.00 FEET; THENCE NORTH 43°17'14" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 43.03 FEET TO A POINT ON THE EAST LINE OF TRACT A, PALM AIRE NORTH COURSE ESTATES 4TH SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 02°32'02" EAST ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 130.53 FEET; THENCE SOUTH 62°23'43" EAST ALONG A SOUTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 36.49 FEET; THENCE NORTH 47°31'48" EAST ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 590.60 FEET; THENCE NORTH 30°51'09" EAST CONTINUING ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 405.20 FEET; THENCE NORTH 27°20'21" EAST CONTINUING ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 549.07 FEET TO THE NORTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION; THENCE NORTH 77°03'57" WEST ALONG SAID NORTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 411.09 FEET TO THE WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION; THENCE SOUTH 29°11'22" WEST ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 436.70 FEET; THENCE SOUTH 37°13'57" WEST CONTINUING ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 273.27 FEET; THENCE SOUTH 38°34'48" WEST CONTINUING ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 711.82 FEET; THENCE SOUTH 62°23'43" EAST ALONG A SOUTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 266.57 FEET; THENCE SOUTH 02°32'02"

WEST, 173.88 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID WEST ATLANTIC BOULEVARD; THENCE SOUTH 46°42'42" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 41.81 FEET; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 187.78 FEET; THENCE NORTH 77°47'54" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 305.94 FEET; THENCE NORTH 84°51'04" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 270.92 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FLORIDA TURNPIKE A 300.00 FOOT RIGHT-OF-WAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP NUMBER 410055, SECTION 86130-2504, SHEET 1 OF 18; THENCE NORTH 37°00'18" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 2,632.45 FEET TO A POINT ON THE WEST LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE SOUTH 01°10'12" WEST ALONG SAID WEST LINE, 464.92 FEET TO THE SOUTHWEST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE NORTH 88°45'32" EAST, 1,332.35 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) SAID SECTION 32; THENCE NORTH 01°22'47" WEST, 637.52 FEET TO THE NORTHEAST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE NORTH 88°41'12" EAST, 334.48 FEET TO THE NORTHEAST CORNER OF THE WEST ONE-HALF (W. 1/2) OF THE WEST ONE-HALF (W. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 01°20'18" EAST ALONG THE WEST LINE OF TRACT "A", LLOYD E. OLSON PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF PARCEL "A", C.C.H. SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 84, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF PARCEL G, GIBSON'S PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 1,275.77 FEET TO THE SOUTHEAST CORNER OF THE WEST ONE-HALF (W. 1/2) OF THE WEST ONE-HALF (W. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 88°48'35" WEST ALONG A NORTH LINE OF SAID PARCEL G, GIBSON'S PLAT, 333.56 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 01°22'47" EAST ALONG THE WEST LINE OF TRACTS 47, 48 AND 49 OF COLLIER CITY LOTS (UNRECORDED) AND ALONG THE WEST LINE OF TRACTS 1-3, PANTON FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF SAID TEXACO-POMPANO PLAT, 909.26 FEET TO THE POINT OF BEGINNING; SAID LAND SITUATED IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT THAT CERTAIN REAL PROPERTY TRANSFERRED TO THE CITY PURSUANT TO THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 50890, PAGE 1995, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

NOTE: The above referenced property is a portion of the property identified as Parcel No. 5 and described on pages 8 and 9 of 11 in Exhibit "A" to the Water Well Field Rights and Easement Agreement recorded in Official Records Book 20353, Page 167, Public Records of Broward County, Florida.

RESOLUTION NO. 2013-340

INSTR # 111743357
OR BK 50086 Pages 1752 - 1798
RECORDED 08/16/13 10:22:12 AM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2030
#1, 47 Pages

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TRI-PARTY AGREEMENT AMONG THE CITY OF POMPANO BEACH, PALM AIRE ASSOCIATES LIMITED PARTNERSHIP AND SUMMAN WESTERN INVESTMENT, INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement among the City of Pompano Beach, Palm Aire Associates Limited Partnership and Summan Western Investment, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement among the City of Pompano Beach, Palm Aire Associates Limited Partnership and Summan Western Investment, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of July, 2013.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
7/16/13
l:reso/2013-366

Prepared by:
Tracy H. Lautenschlager, Esq.
Greenberg Traurig, P.A.
401 E. Las Olas Blvd., Suite 2000
Fort Lauderdale, FL 33301

TRI PARTY AGREEMENT

This Tri Party Agreement ("Agreement") is made and entered into this 26th day of July, 2013, by and between the CITY OF POMPANO BEACH, FLORIDA, a Florida municipal corporation ("City"), PALM AIRE ASSOCIATES, LIMITED PARTNERSHIP, a Delaware Limited Partnership, its successors and assigns ("Palm Aire") and SUMMAN WESTERN INVESTMENT, INC., a Florida corporation, its successors and assigns ("Summan"). City, Palm Aire and Summan are referred to herein as the "Parties."

WHEREAS, Palm Aire owns that certain 85+/- acre parcel of land located north of Atlantic Blvd., between N.W. 31st Avenue and the Florida Turnpike, more particularly described in **Exhibit "A,"** attached hereto (the "Property"); and

WHEREAS, Palm Aire owns that certain 10+/- acre parcel of land within the Property, more particularly described in **Exhibit "A-1,"** attached hereto (the "Original Park Property"), which it is obligated to dedicate to the City for park purposes upon certain terms set out in a Declaration of Restrictive Covenants dated July 8, 2010, and recorded at Official Records Book 47427, Page 1280, of the Public Records of Broward County, Florida ("Original Declaration"); and

WHEREAS, the City has requested and Palm Aire has agreed to dedicate certain additional land adjacent to the Original Park Property of approximately 2-acres, more particularly described in **Exhibit "A-2,"** attached hereto. The property depicted on Exhibits A-1 and A-2 are hereinafter referred to collectively as the "Park Property;" and

WHEREAS, Summan owns two certain parcels of substantially vacant land lying adjacent to and south of the Park Property totaling approximately 3.14 acres, more particularly described in **Exhibit "B,"** attached hereto (the "Summan Property"); and

WHEREAS, the City owns a certain strip of land located between the two Summan Property parcels ("City Utility Parcel") which is utilized by City for access to the generator and for a raw water line ("Water Line"), a portion of which City Utility Parcel described in **Exhibit "C"** is referred to herein as the "Swap Parcel;" and

WHEREAS, future development of the Property, the Park Property, and the Summan Property will require access between said properties and N.W. 31st Avenue; and

WHEREAS, the Parties wish to provide for permanent access to N.W. 31st Avenue in accordance with the conceptual plan attached hereto as **Exhibit E** (the "New Road"), which plan requires the conveyance to the City for roadway use and related drainage purposes of a portion of the Summan Property located on the northern portion of the Summan Property between the Park Property and N.W. 31st Avenue more particularly described on **Exhibit "D,"** attached hereto (the "Road Parcel"); and

WHEREAS, the Summan Property, the Park Property and the Property will be enhanced and improved by the relocation of the Water Line to the Road Parcel (the "New Water Line") and construction of a new public road extending N.W. 4th Street westerly across N.W. 31st Avenue to the Property and the Park Property, as shown on Exhibit E; and

WHEREAS, in the event the preliminary design of the New Water Line is performed by Palm Aire and is acceptable to the City as described herein, the City is willing to declare the Swap Parcel surplus and offer same for sale, subject to an easement for access and utility purposes, in accordance with Section 253 of the City Charter, as more particular described herein; and

WHEREAS, Palm Aire and the City wish to modify the Original Declaration with regard to the timing of the dedication of the Park Property and the matters set forth in this Agreement, as set out in that certain Amendment to Declaration executed of even date herewith ("Amended Declaration").

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

2. Preliminary Design of New Water Line.

Within eighteen (18) months following the Effective Date of the this Agreement, Palm Aire may elect to proceed with preliminary design of the New Water Line. If Palm Aire elects to proceed with preliminary design, Palm Aire shall at its sole expense cause to be prepared and provided to the City: (i) a survey depicting all existing utility infrastructure that may be affected by the Construction (as hereinafter defined). City shall cooperate fully in the preparation of such survey, including providing access to City-owned lands and sharing all available information regarding existing City-owned facilities ("Existing Facility Survey"); and (ii) preliminary plans of the New Water Line, completed to approximately 60% completion ("60% Plans"). The Existing Facility Survey and 60% Plans must include all items reasonably required by the City. City shall evaluate the 60% Plans and advise Palm Aire within 45 days whether the 60% Plans are acceptable or shall identify specific revisions required which, when made, will render the 60% Plans acceptable. If the City determines, after the review and revision process described above, that the 60% Plans cannot be revised and thereafter completed to result in Construction Plans that meet all applicable codes and reasonable requirements of the City, City shall notify Palm Aire in writing of such determination and this Agreement shall terminate. If Palm Aire

does not submit the Survey and 60% Plans within eighteen months following the Effective Date of this Agreement, this Agreement shall terminate.

3. Consideration of Swap Property.

Following acceptance of the 60% Plans, City agrees to consider adoption of a resolution declaring the Swap Parcel to be surplus. If the City adopts such a resolution, it will thereafter offer the Swap Parcel for sale or exchange and publish notice as required by Section 253 of the City Charter. The terms of the Swap Parcel offer shall include establishment upon the Swap Parcel of an access and utility easement in favor of the City. At such time as the Swap Parcel is no longer used for public or City access and utility purposes (not later than the Improvements Turnover, as defined below), the City will promptly process a vacation of the easement in accordance with City procedures. If the City, after consideration of all responsive proposals, elects to accept a proposal by which Summan will acquire the Swap Parcel and the City will acquire the Road Parcel it will notify Summan and Palm Aire of such decision (the "Property Decision"), and the provisions of paragraphs 4, 5, 6, 7 and 8 of this Agreement shall become effective. If the City, for any reason, elects to accept any other proposal or reject all proposals, then this Agreement shall terminate.

4. Exchange of Parcels.

In the event the City elects to accept a proposal, pursuant to paragraph 3, above, and notifies Palm Aire of the Property Decision, City and Summan will proceed to negotiate or finalize a contract for purchase and sale and undertake to perform the conditions set out in such contract and, if all conditions of the purchase and sale contract are satisfied, proceed to closing, including exchange of deeds transferring marketable title to the Road Parcel to the City and marketable title to the Swap Parcel to Summan (subject to the retained easement for access and utility purposes described in paragraph 3, above), in accordance with the terms of the resolution and other terms and conditions established by the City in connection with the notice of sale ("Closing").

5. Completion of Design and Construction of New Water Line and New Road.

a. Promptly following the Closing, Palm Aire shall at its sole cost complete or cause the completion of the design, permitting and construction of all the necessary improvements to implement: (i) the relocation and re-routing of the New Water Line from the City Utility Parcel to the Road Parcel and (ii) construction of the New Road, which shall be designed and constructed to right-of-way standards (collectively the "Construction"). The Construction shall be undertaken in compliance with all applicable City, County and State of Florida requirements and regulations for such facilities and must be acceptable to the City in every respect. It is acknowledged that the plans for the New Water Line must adequately address relocation of the stub-out facility for raw water line clean-out. Dimensions, turning radii and all other design features of access areas and access roads to and within the City Utility Parcel must be acceptable to the City in every respect. City agrees to and shall review the plans for the Construction and any revised or resubmitted Construction plans promptly after receipt from Palm Aire.

b. Following completion of the plans for the Construction and approval of same by the applicable permitting agencies (the "Construction Plans"), Palm Aire shall cause to be prepared for execution by City and Summan, as applicable, a form of temporary construction easement and sketch and legal description of such property as is needed for construction of the New Water Line and the New Road. Palm Aire shall provide same, together with the approved Construction Plans, to Summan and City for review and approval. The temporary construction easement shall, at a minimum, provide that Palm Aire or its designees or contractors shall indemnify and save City and Summan, as applicable, harmless from or on account of the construction of the New Water Line and the New Road and related work upon the described area and shall save and protect such parties from the claims of any potential construction lienors. The temporary construction easement shall further require that all persons and entities, including contractors and invitees, utilizing the easement areas shall keep and maintain workers' compensation insurance as required by law and commercial general liability insurance in such reasonable limits as may be required by Summan and City. Summan and City shall have thirty (30) days to review the temporary construction easement and shall thereafter execute and deliver same to Palm Aire, together with any and all other documents, permits or notices required to be executed by the owner of the affected property to permit the construction of the New Water Line and the New Road.

c. The Construction Plans must be complete and permitted and construction of the New Road must be commenced prior to the issuance of the first building permit for a principal building for development within the Property. Construction of the New Water Line and New Road and all related work depicted on the Construction Plans (hereinafter referred to as the "Improvements") must be complete and accepted by the City prior to the issuance of the first certificate of occupancy for any development within the Property.

d. Following completion of the Improvements and all of such Construction passing final inspection by the City and all other permitting agencies having jurisdiction, Palm Aire shall deliver or cause to be delivered to the City: (i) executed waivers or releases of lien from all contractors for the New Water Line and the New Road, (ii) an executed bill of sale for all of the Improvements, (iii) documents evidencing a 1-year warranty of the Improvements from the contractors, and (iv) a warranty bond for the New Water Line equal to 10% of the construction cost of the New Water Line (hereinafter the "Improvements Turnover"). In addition, in connection with the Improvements Turnover, Palm Aire shall deliver to the City an executed easement for vehicular and pedestrian access over and across any portions of the entire New Road, as shown on Exhibit E, including the cul-de-sac and access road(s) to the City Utility Parcel, located upon property that is not at the time of the Improvements Turnover owned by the City, or, at the direction of the City, shall dedicate the entire New Road to the public by instrument acceptable to the City Attorney.

6. Dedication of Park Property. Simultaneously with the Closing, Palm Aire will dedicate or convey to the City good and marketable title to the Park Property; provided, however, Palm Aire shall retain, for itself, its successors and assigns, as an appurtenance to the Property, an access easement over and across the Park Property for pedestrian and vehicular access. The foregoing retained easement shall not impose any affirmative obligation upon the City to develop or improve the Park Property; it is the intent of the City and Palm Aire that, when and if the Park Property is improved as a public park, the Property shall have direct access to the Park Property

at a location acceptable to the City in its discretion, and Palm Aire, its successors and assigns, shall have the right to access and use the Park Property in common with the public. If this Agreement terminates pursuant to paragraphs 2, 3 or 4, above, then Palm Aire will dedicate or convey to the City the Park Property (subject to the retained access easement described in the immediately preceding sentence) within six (6) months following such termination. Palm Aire shall accomplish the dedication by whatever form of instrument reasonably requested by the City Attorney and shall deliver with the instrument a certificate of title for the Park Property.

7. Release from Declaration. Following acceptance by the City of the Park Property, Palm Aire shall be deemed to have fully performed all requirements of the Original Declaration and Amended Declaration with regard to "Park Dedication," and, upon request, City agrees to and shall execute a partial release in recordable form setting forth the performance and completion of the park requirements of the Original and Amended Declarations.

8. Relocation of Additional City Facilities from Swap Parcel. If the Existing Facilities Survey reveals that certain City facilities (such as concrete pad or fuel tanks or both) associated with the City's generator ("Additional City Facilities") are actually located in part upon the Swap Parcel, then, following the Closing and prior to the Improvements Turnover, Summan shall cause all such Additional City Facilities to be relocated from the Swap Parcel to City-owned property at locations acceptable to the City ("Summan Work"). The Summan Work shall be planned and performed in compliance with all applicable City, County and State of Florida requirements and regulations and must be acceptable to the City in every respect. It is understood and agreed by the Parties that the City's retained easement for access and utility use upon the Swap Parcel shall not be vacated until all City facilities are relocated from the Swap Parcel. If this Agreement terminates prior to the Closing, there shall be no duty to perform the Summan Work.

9. Force Majeure. No Party will be considered in breach of or in default of any of their respective obligations under this Agreement (including, without limitation, the commencement or completion of the Work) as a result of unavoidable delay due to strikes, lockouts, acts of God, archaeological excavation required by law, inability to obtain labor or materials due to government restrictions, epidemics, quarantine restrictions, freight embargoes, fire, lightening, riot, war, hurricane, floods, extremely abnormal and excessively inclement weather or similar causes beyond the commercially reasonable control of a Party (in each case, an event of "Force Majeure"). Upon occurrence of a Force Majeure, the applicable time period will be extended for the period of the Force Majeure event.

10. Notices. Any notice, demand or other communication required or permitted to be given by the terms of this Agreement must be in writing and must be sent by (a) a recognized overnight delivery service which provides confirmation of delivery; (b) certified or registered mail, return receipt requested; (c) hand-delivery, with a delivery receipt provided to the sender; or (d) facsimile or email, provided that the notice is also sent by one of the three foregoing methods. Notice will be effective upon delivery or refusal of delivery. A party may change its address for notice by sending written notice of the new address in accordance with this provision. The addresses of the parties for the giving of notice are as follows:

If to the City: City of Pompano Beach
P.O. Box 1300

Pompano Beach, FL 33061
Attention: City Manager

With copy to: Gordon Linn, Esq., City Attorney
P.O. Box 2083
Pompano Beach, FL 33061-2083

If to Palm Aire: Palm Aire Associates Limited Partnership
10231 Blue Heron Cove
West Palm Beach, FL 33412
Attention: Ben Goldman

With copy to: Debbie M. Orshefsky, Esq.
Greenberg Traurig, P.A.
401 E. Las Olas Blvd., Suite 2000
Fort Lauderdale, FL 33301

If to Summan: Summan Western Investment, Inc.
449 Sunset Drive
Hallandale Beach, FL 33009
Attention: Harry Hurley, Pres.

With copy to: Gerald E. Cowan, Esq.
2432 Hollywood Boulevard
Hollywood, FL 33020

11. Amendment. No modification or amendment of this Agreement will be of any force or effect unless in writing executed by all Parties to this Agreement.

12. Covenant Running with the Land. This Agreement shall be recorded in the Public Records of Broward County, Florida, and the rights and obligations set forth herein shall be binding upon the Parties, their successors and assigns. It is intended that this Agreement and the rights and obligations herein shall run with the Property and the Summan Property and shall bind every person acquiring any fee, leasehold, easement or other interest therein, and shall inure to the benefit of the Parties, their successors and assigns.

13. Construction of Agreement. All parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations set forth in this Agreement.

14. Counterparts. This Agreement may be signed in any number of counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

15. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the parties relating to the subject matter of the Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the parties, concerning the matters addressed herein.

16. Governing Law; Venue; Waiver of Jury Trial. This Agreement will be interpreted and enforced in accordance with Florida law. Venue for any litigation arising out of this Agreement will be Broward County, Florida. The parties hereby voluntarily waive any right to a trial by jury in any litigation which may arise out of or in connection with this Agreement or the performance hereof.

17. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

18. Section and Paragraph Headings. The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.

19. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement, or the application of any provisions of this Agreement, to any person or circumstance is for any reason and to any extent, invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected, and will be enforced to the fullest extent permitted by law.

20. Signatories' Authority. The individuals signing this Agreement represent and warrant that they have the authority and approval to execute this Agreement on behalf of the party they are identified as representing below. The undersigned representatives represent that they are agents of their respective parties duly authorized to execute contracts generally and this Agreement in particular.

21. Successors and Assigns. This Agreement and all obligations of the parties under this Agreement will be binding upon and will inure to the benefit of the City, Palm Aire and Summan, and their permitted legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties have executed the foregoing Agreement.

(Signatures appear on the following pages.)

WITNESSES:

William Seltzer
Print name:

Alexis Stewart
Print name: Alexis Stewart

PALM AIRE ASSOCIATES, LIMITED PARTNERSHIP

By
Name:
Title:

STATE OF PA
COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 16th day of July, 2013, by Jeffrey P Orleans as President of Resort at Palm Aire, Inc., the general partner of Palm Aire Associates Limited Partnership, on behalf of said company. He/she is personally known to me or has produced — as identification.

(Notarial Seal)

Notary public name: Martha Ann Reilly
My commission expires: 4/18/2017

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARTHA ANN REILLY, Notary Public
City of Philadelphia, Phila. County
My Commission Expires April 18, 2017

WITNESSES:

Print name: Teresa Solm o MAE-1.NIZ

Print name:

SUMMAN WESTERN INVESTMENT, INC., a Florida corporation

By
Name:
Title: Harry T. Hurley
Pres.

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 17th day of July, 2013, by Harry T. Hurley as President of Summan Western Investment, Inc., on behalf of said company. He/she is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary public name:
My commission expires:

GERALD E. COWEN
MY COMMISSION # EE880202
EXPIRES: March 25, 2017

WITNESSES:

CITY OF POMPANO BEACH, FLORIDA

_____
Print name:

By SEE PAGE 10-A ATTACHED
Name:
Title:

_____
Print name:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2013, by _____ as _____ of the CITY OF POMPANO BEACH, FLORIDA. He/she is personally known to me or has produced _____ as identification.

(Notarial Seal)

_____
Notary public name:_____
My commission expires: _____

"CITY":

Witnesses:

Betty J. Moner

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH
CITY MANAGER

Attest:

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of July, 2013 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Exhibit List

Exhibit A – Property
Exhibit A-1 – Original Park Property
Exhibit A-2 – Additional Dedication Land
Exhibit B – Summan Property
Exhibit C – Swap Parcel
Exhibit D – Road Parcel
Exhibit E – New Road Plan

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 3:54pm

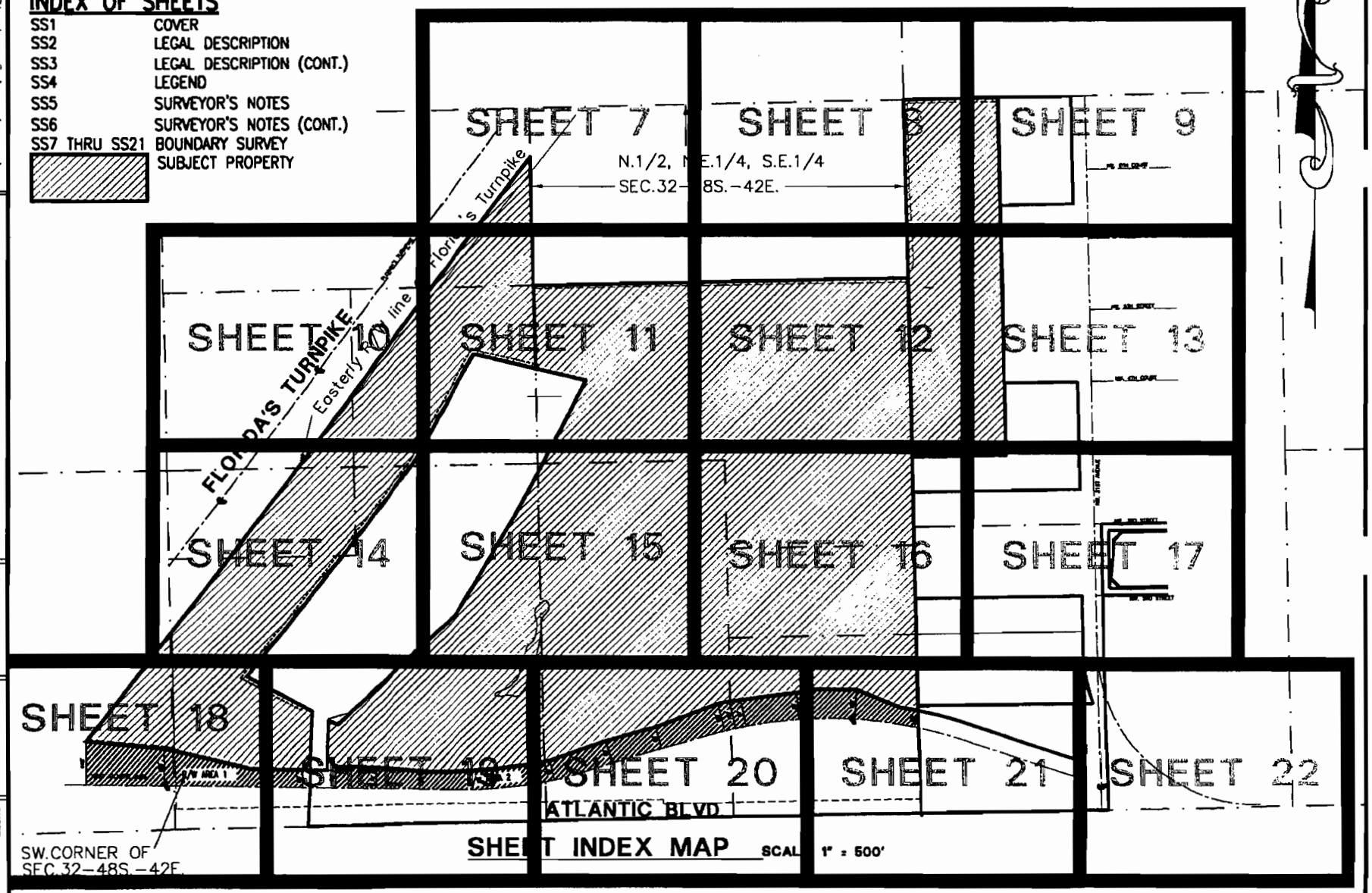
EXHIBIT A

PALM AIRE - GOLF COURSE

AREA CALCULATIONS	
R/W AREA 1 =	1.685 ACRES
R/W AREA 2 =	3.857 ACRES
TOTAL FRONTAGE R/W AREA =	5.542 ACRES
SITE AREA =	84.881 ACRES
TOTAL GROSS AREA =	90.423 ACRES

INDEX OF SHEETS

SS1	COVER
SS2	LEGAL DESCRIPTION
SS3	LEGAL DESCRIPTION (CONT.)
SS4	LEGEND
SS5	SURVEYOR'S NOTES
SS6	SURVEYOR'S NOTES (CONT.)
SS7 THRU SS21	BOUNDARY SURVEY
	SUBJECT PROPERTY



SHEET INDEX MAP SCALE 1" = 500'

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax: 954.921.8807
Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	N. T. S.
DATE	06-24-13
CAD FILE	
PROJECT No.	13-5823.2
SHEET	1 of 22

EXHIBIT A

LAND DESCRIPTION:

A PARCEL OF LAND IN THE SOUTH ONE-HALF (S. 1/2) OF SECTION 32, AND IN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 01°22'47" WEST ALONG THE EAST LINE OF SAID SECTION 32, SAME BEING THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 365.78 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF WEST ATLANTIC BOULEVARD, A 124.00 FOOT RIGHT-OF-WAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP NUMBER 410055, SECTION 86130-2504, SHEET 12 OF 18, SAME BEING THE SOUTHWEST CORNER OF TEXACO-POMPANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,587.89 FEET (A RADIAL LINE TO SAID POINT BEARS NORTH 11°21'03" EAST), SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°27'04", AN ARC DISTANCE OF 67.93 FEET; THENCE NORTH 67°56'40" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 164.17 FEET; THENCE NORTH 89°26'43" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 160.24 FEET; THENCE SOUTH 76°08'26" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 54.19 FEET; THENCE SOUTH 82°47'08" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 240.26 FEET; THENCE SOUTH 76°36'32" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 42.62 FEET; THENCE SOUTH 69°19'34" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 238.14 FEET; THENCE SOUTH 73°55'06" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 182.76 FEET; THENCE SOUTH 71°12'48" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 211.47 FEET TO A POINT ON A ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,231.83 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH 10°39'02" EAST); THENCE WESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°32'32", AN ARC DISTANCE OF 449.60 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 0.13 FEET; THENCE NORTH 85°20'44" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 180.40 FEET; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 150.00 FEET; THENCE NORTH 43°17'14" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 43.03 FEET TO A POINT ON THE EAST LINE OF TRACT A, PALM AIRE NORTH COURSE ESTATES 4TH SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 02°32'02" EAST ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 130.51 FEET; THENCE SOUTH 62°23'43" EAST ALONG A SOUTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 36.49 FEET; THENCE NORTH 47°31'48" EAST ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 590.60 FEET; THENCE NORTH 30°51'09" EAST CONTINUING ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 405.20 FEET; THENCE NORTH 27°20'21" EAST CONTINUING ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 549.07 FEET TO THE NORTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION; THENCE NORTH 77°03'57" WEST ALONG SAID NORTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 411.09 FEET TO THE WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION; THENCE SOUTH 29°11'22" WEST ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 436.70 FEET; THENCE SOUTH 37°13'57" WEST CONTINUING ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 273.27 FEET; THENCE SOUTH 38°34'48" WEST CONTINUING ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 711.82 FEET; THENCE SOUTH 62°23'43" EAST ALONG A SOUTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 266.57 FEET; THENCE SOUTH 02°32'02" WEST, 173.88 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID WEST ATLANTIC BOULEVARD; THENCE SOUTH 46°42'42" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 41.81 FEET; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 187.78 FEET; THENCE NORTH 77°47'54" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 305.94 FEET; THENCE NORTH 84°51'04" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 270.92 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FLORIDA TURNPIKE A 300.00 FOOT RIGHT-OF-WAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP NUMBER 410055, SECTION 86130-2504, SHEET 1 OF 18; THENCE

EXHIBIT A

NORTH 39°31'03" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 2,632.45 FEET TO A POINT ON THE WEST LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE SOUTH 01°10'12" WEST ALONG SAID WEST LINE, 464.92 FEET TO THE SOUTHWEST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE NORTH 88°45'32" EAST, 1,332.35 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) SAID SECTION 32; THENCE NORTH 01°22'47" WEST, 637.52 FEET TO THE NORTHEAST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE NORTH 88°41'12" EAST, 334.48 FEET TO THE NORTHEAST CORNER OF THE WEST ONE-HALF (W. 1/2) OF THE WEST ONE-HALF (W. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 01°20'18" EAST ALONG THE WEST LINE OF TRACT A, LLOYD E. OLSON PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF PARCEL A, C.C.H. SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 84, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF PARCEL G, GIBSON'S PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 1,275.77 FEET TO THE SOUTHEAST CORNER OF THE WEST ONE-HALF (W. 1/2) OF THE WEST ONE-HALF (W. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 88°48'35" WEST ALONG A NORTH LINE OF SAID PARCEL G, GIBSON'S PLAT, 333.56 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 01°22'47" EAST ALONG THE WEST LINE OF TRACTS 47, 48 AND 49 OF COLLIER CITY LOTS (UNRECORDED) AND ALONG THE WEST LINE OF TRACTS 1-3, PANTON FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF SAID TEXACO-POMPANO PLAT, 909.26 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATED IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 3,697,414 SQUARE FEET, 84.881 ACRES, MORE OR LESS.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:_____

DANIEL C. LAAK
Professional Surveyor and Mapper No. 5118
State of Florida

FB/PG: 853/05-13

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 3:55pm

EXHIBIT A

LEGEND:

33-48-42	SECTION-TOWNSHIP-RANGE
AKA	ALSO KNOWN AS
ALUM	ALUMINUM
ASSOC	ASSOCIATES
B.C.R.	BROWARD COUNTY RECORDS
BLDG	BUILDING
℄	CENTERLINE
CBS	CINDER BLOCK
CGA	CALVIN GIORDANO & ASSOCIATES
CLF	CHAIN LINK FENCE
CM	CONCRETE MONUMENT
CONC	CONCRETE
(C)	CALCULATED
D.B.	DEED BOOK
Δ	CENTRAL (DELTA) ANGLE
(D)	DEED DESCRIPTION
EL	ELEVATION
FND	FOUND
FT.	FEET
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FF	FINISHED FLOOR
ID	IDENTIFICATION
INT.	INTERSECTION
INV	INVERT
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD AND CAP
L	LENGTH
L.B.	LICENSED BUSINESS
LW	LAKE WATER
L&E	LANDSCAPE EASEMENT
MON	MONUMENT
N/A	NOT APPLICABLE
N.T.A.	NOT TO SCALE
OHW	OVERHEAD WIRES
O.R.B.	OFFICIAL RECORD BOOK
PCP	PERMANENT CONTROL POINT
PG.	PAGE
P.B.	PLAT BOOK
PLS	PUBLIC LAND SURVEYOR
PRM	PERMANENT REFERENCE MONUMENT
P.O.A.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R	RADIUS
R/W	RIGHT-OF-WAY
RGE.	RANGE
RLS	REGISTERED LAND SURVEYOR
SEC.	SECTION
SQ.	SQUARE
TOB	TOP OF BANK
TR.	TRACT
TWP.	TOWNSHIP
(TYP)	TYPICAL
W/	WITH

SUBJECT PROPERTY

CALCULATED AREA OF RIGHT-OF-WAY FRONTAGE

BOLLARD

BELLSOUTH MANHOLE

BRICK PAVED ROADWAY

CABLE TELEVISION BOX

CATCH BASIN

CONCRETE

CONCRETE UTILITY POLE

CURB INLET

WOOD POWER POLE

DECORATIVE LIGHT POLE

DRAINAGE MANHOLE

ELECTRICAL SERVICE OUTLET

ELECTRIC HANDHOLE

MISCELLANEOUS SIGN

FLORIDA POWER AND LIGHT CABINET

GAS VALVE

FOUND CORNER

PERMANENT REFERENCE MONUMENT

EXISTING ELEVATION

HYDRANT

GUY ANCHOR

IRRIGATION CONTROL VALVE

MAIL BOX

METAL POWER POLE W/LIGHT

NAIL AND DISC

MONITORING WELL

SANITARY CLEANOUT

TRAFFIC SIGNAL CABINET

TRAFFIC SIGNAL HANDHOLE

WATER METER

WATER VALVE

WOOD POWER POLE W/LIGHT

ALUMINUM FENCE

NON-VEHICULAR ACCESS LINE

6' CHAIN LINK FENCE

EXHIBIT A

SURVEYOR'S NOTES:

1. NOT VALID UNLESS SIGNED AND EMBOSSED WITH A SURVEYOR'S SEAL. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE EXPRESS WRITTEN CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.

2. SOME SYMBOLS SHOWN HEREON HAVE BEEN ALTERED IN SIZE FOR THE BENEFIT OF VISUAL DEPICTION.

3. IT IS A VIOLATION OF RULE 5J17-050 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS DOCUMENT INVALID.

4. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY CALVIN GIORDANO AND ASSOCIATES, INC. FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.

5. THE SUBJECT PROPERTY, AS SHOWN HEREON, MAY BE SUBJECT TO ANY EXISTING RIGHT-OF-WAY, RESTRICTIONS, AND SETBACK LINES WHETHER OR NOT THEY MAY BE SHOWN HEREON, OR WHETHER OR NOT INSTRUMENT IS RECORDED IN THE PUBLIC RECORDS.

6. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE UNDERGROUND UTILITIES, FOOTINGS AND/OR FOUNDATIONS.

7. FIELD SURVEY LAST CONDUCTED ON APRIL 24, 2013.

8. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.

9. SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

10. THIS SURVEY DOES NOT IDENTIFY THE LIMITS OR EXTENTS OF POTENTIAL JURISDICTIONAL BOUNDARIES.

11. BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED DATUM. REFERENCE BEARING OF NORTH 88°47'22" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) SECTION 32 TOWNSHIP 48S RANGE 42E.

12. THE SURVEY DEPICTED HEREON IS A BOUNDARY SURVEY AS DEFINED IN SECTION 5J17-050(10)(b) AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17-050, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027 FLORIDA STATUTES.

13. THE LOCATION OF GOLF COURSE FEATURES: TEES, GREENS, PAVED CART PATHS, SPRINKLER HEADS, SAND TRAPS, LAKES, ETC. ARE NOT SHOWN ON THIS SURVEY AT THE CLIENT'S REQUEST.

14. THE ONE STORY CBS IRRIGATION PUMP HOUSE BUILDING NEAR THE NORTHWEST PROPERTY CORNER ENCROACHES 3.60 FEET ONTO THE TRAILER PARK SITE.

15. THE UTILITIES CONSTRUCTED ON THE HEREON DESCRIBED PROPERTY AND SERVICING THE TRAILER PARK TO THE NORTH ARE INCLUDED WITHIN THE NON-EXCLUSIVE EASEMENT DESCRIBED IN O.R.B. 9969, PAGE 94, BROWARD COUNTY RECORDS.

16. THE CLIENT DID NOT PROVIDE AN EASEMENT FOR THE TUNNEL CROSSING TRACT 'A', PALM AIRE NORTH COURSE ESTATES 4TH SECTION, PLAT BOOK 122, PAGE 21, BROWARD COUNTY RECORDS AT THE ENTRANCE FROM ATLANTIC BOULEVARD.

17. THE TUNNEL CROSSING UNDER ATLANTIC BOULEVARD FROM THE HEREON DESCRIBED PROPERTY IS COVERED BY A PERPETUAL EASEMENT BETWEEN BROWARD COUNTY AND PALM AIRE GOLF COURSE AND IS SHOWN ON FDOT RIGHT-OF-WAY MAP FOR ATLANTIC BOULEVARD, SECTION 86130-2509 (SHEET 12 OF 18).

18. BEARINGS FOR SOME PARCELS, PLATS AND EASEMENTS SHOWN HEREON MAY HAVE BEEN ROTATED FROM THE ORIGINAL BASIS OF BEARINGS RECITED IN THE RECORDED SUPPORTING DOCUMENT.

19. DESCRIPTION IN OFFICIAL RECORD BOOK 13521, PAGE 783 THROUGH 799 CONTAINS ERRORS. THE UNDERSIGNED SURVEYOR HAS REVIEWED SAID DOCUMENT, FIELD CONDITIONS IN THE VICINITY OF SAID DOCUMENT AND HAS SHOWN ON THIS SURVEY THE LOCATION OF THE LAKES AND EASEMENTS REFEREED TO IN SAID DOCUMENT AND THE POSITION THAT BEST APPEAR TO MATCH THE EXISTING FIELD CONDITIONS AND INTENT OF SAID DOCUMENT.

20. EDGE OF WATER SHOWN ON MAP SHEETS WERE LOCATED ON MARCH 18, 2008.

21. FLOOD ZONE INFORMATION:
COMMUNITY NAME: POMPANO, CITY OF — COMMUNITY NUMBER: 120055
COUNTY NAME: BROWARD COUNTY — STATE: FLORIDA MAP & PANEL NUMBER: 0115
SUFFIX: F
F.I.R.M. INDEX DATE: AUGUST 18, 1992
FLOOD ZONE: AH

22. 15' LANDSCAPE EASEMENT PER O.R.B.13065, PG.291, B.C.R. AFFECTS SUBJECT PROPERTY AND IS PLOTTED.

EXHIBIT A

continued SURVEYOR'S NOTES:

23. F.P.L. EASEMENT PER O.R.B.19611, PG.288, B.C.R. DOES NOT AFFECT SUBJECT PROPERTY AS IT PLOTS SOUTH OF ATLANTIC BLVD.

24. IN REGARDS TO MAINTENANCE AND EASEMENT AGREEMENT PER O.R.B.23116, PG.473, B.C.R., SUBJECT PARCEL IS INCLUDED IN LANDS DESCRIBED IN EXHIBIT 'A', BUT EASEMENTS DESCRIBED IN THIS DOCUMENT DO NOT DIRECTLY AFFECT SUBJECT PREMISES.

25. IN REFERENCE TO THE SUBORDINATION DOCUMENT PER O.F.B.23123, PG.926, B.C.R., THE SUBJECT PARCEL IS INCLUDED IN THE LAND ENCUMBERED BY THIS DOCUMENT, BUT AFFECTS THE EASEMENT AREA'S DEFINED IN O.R.B.23116, PG. 473, B.C.R. (SEE NOTE No.24).

26. IN EASEMENT AGREEMENT DESCRIBED IN O.R.B.32639, PG.1453, B.C.R., EXHIBIT 'A' CONTAINING THE LEGAL DESCRIPTION WAS NOT ATTACHED, AND UPON RESEARCHING THE PUBLIC RECORDS OF BROWARD COUNTY, LEGAL DESCRIPTION WAS NOT FOUND.

27. THE MODIFICATION OF MAINTENANCE AND EASEMENT AGREEMENT PER O.R.B.38397, PG. 1157, B.C.R., MODIFIES AGREEMENT RECORDED IN O.R.B.23116, PG.473, B.C.R. (SEE NOTE No.24).

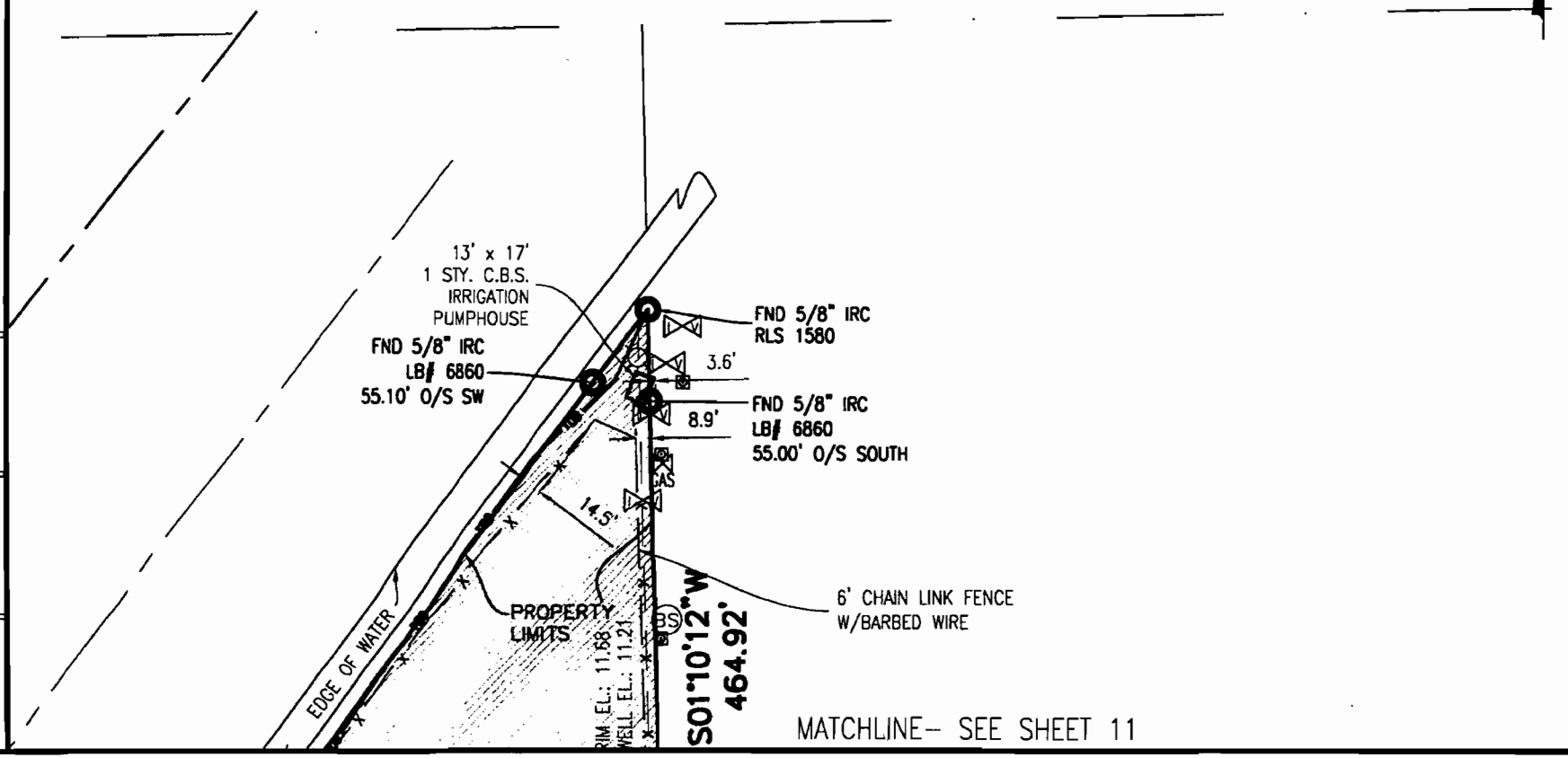
P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:04pm

EXHIBIT A

GRAPHIC SCALE

0 50 100 200

(IN FEET)
1"=100'



MATCH - SEE SHEET 8

Calvin, Giordano & Associates, Inc.

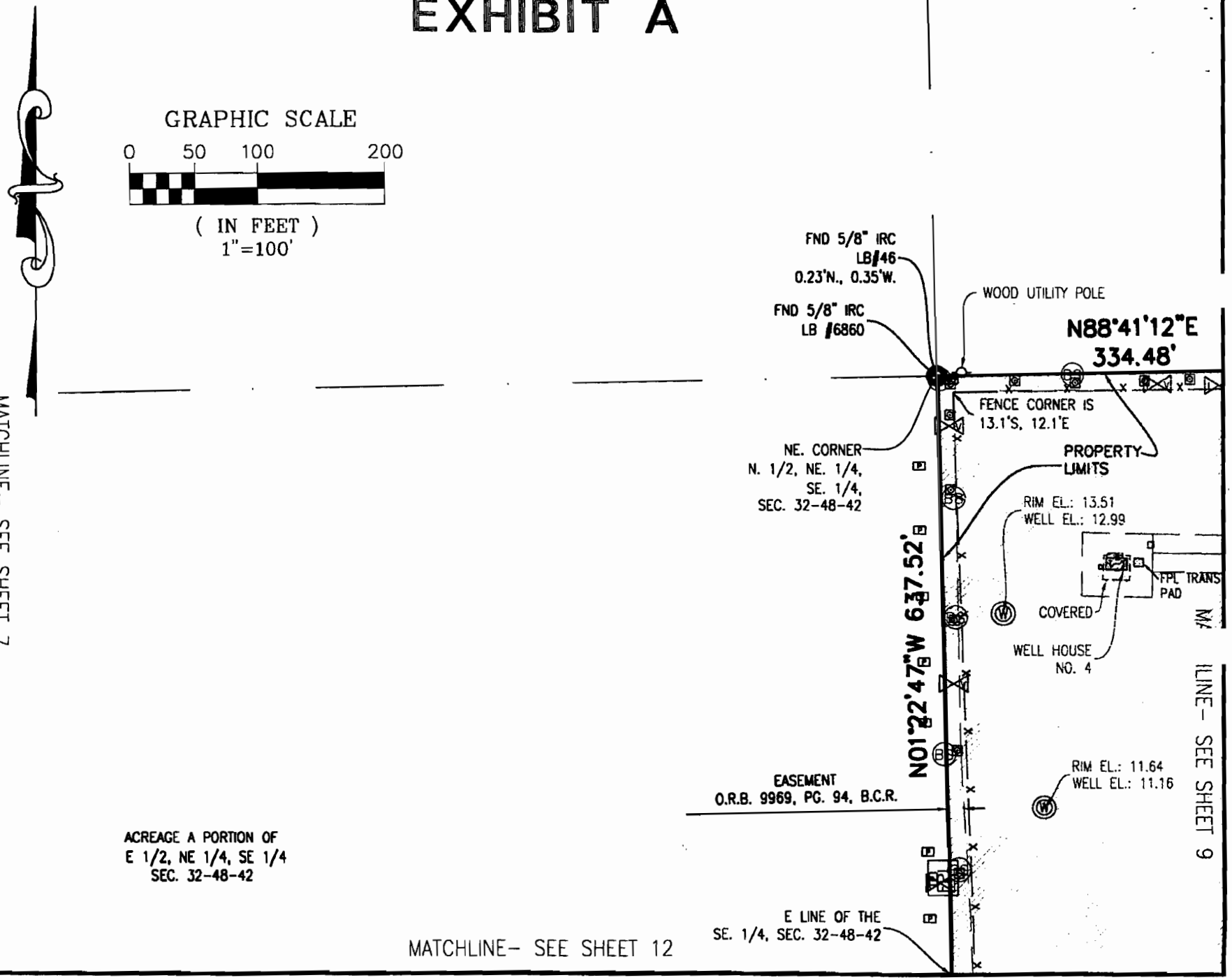
Certificate of Authorization 6701

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	7 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:06pm

EXHIBIT A



Calvin, Giordano & Associates, Inc.

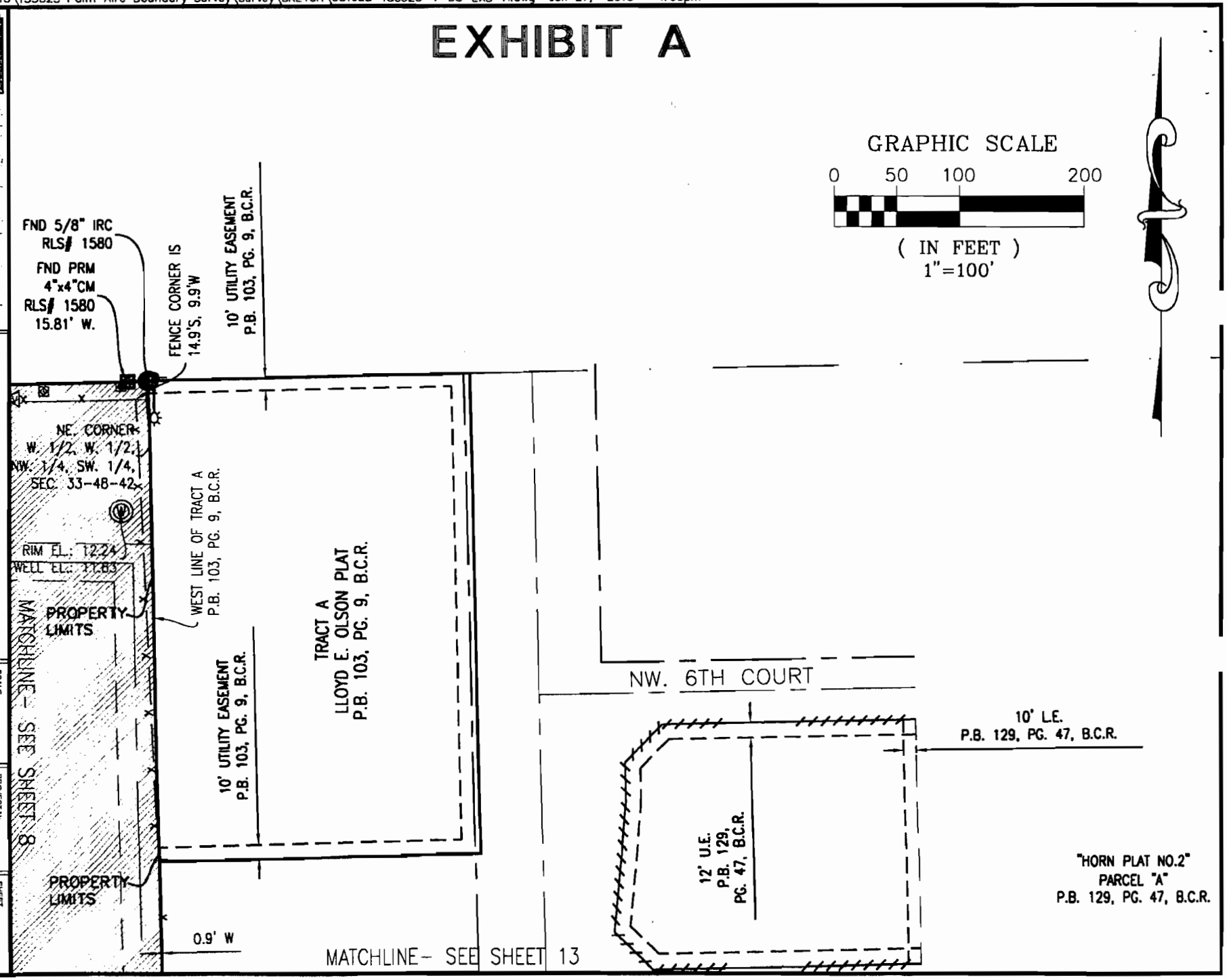
Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	8 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:06pm

EXHIBIT A



Calvin, Giordano & Associates, Inc.

Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	9 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:06pm

EXHIBIT A

GRAPHIC SCALE

0 50 100 200

(IN FEET)
1"=100'

N LINE SW. 1/4, NW. 1/4, SE. 1/4 SEC. 33-48-42

N LINE SE. 1/4, NW. 1/4, SE. 1/4 SEC. 33-48-42

E LINE SW. 1/4, NW. 1/4, SE. 1/4 SEC. 33-48-42

FLORIDA'S TURNPIKE
300' R/W
FDOT MAP# 410055
SECTION 86130-2504
SHEET 1 OF 18

N39°31'03"E 2632.45'(D)
N37°00'18"E 2632.45'(C)

150' R/W

150' R/W

MATCHLINE- SEE SHEET

LANDS AFFECTED BY
D.B. 493, PG. 495, B.C.R &
D.B. 500, PG. 453, B.C.R.

PROPERTY LIMITS

LANDS AFFECTED BY
D.B. 493, PG. 495, B.C.R &
D.B. 500, PG. 453, B.C.R.

WEST R/W LINE

FLORIDA'S TURNPIKE
300' R/W
FDOT MAP# 410055
SECTION 86130-2504
SHEET 1 OF 18

MATCHLINE- SEE SHEET 14

E LINE NW. 1/4, SW. 1/4, SE. 1/4 SEC. 33-48-42

RIM EL.: 12.96
WELL EL.: 12.54

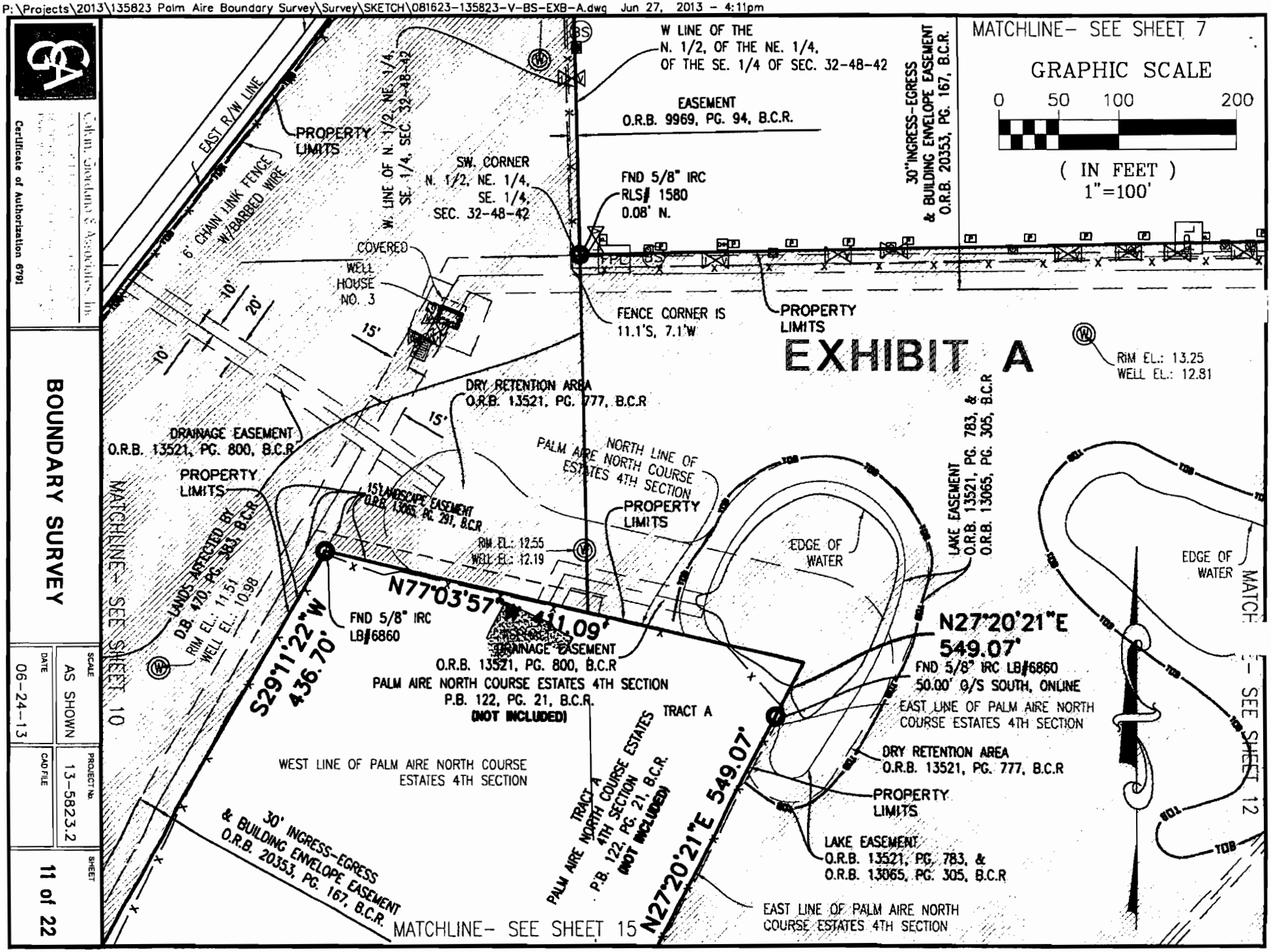
Calvin Giordano & Associates, Inc.

Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
CAD FILE	
PROJECT No.	13-5823.2
SHEET	10 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:11pm



Calhoun, Goodman & Associates, Inc.

Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	11 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:07pm

EXHIBIT A

GRAPHIC SCALE

0 50 100 200

(IN FEET)
1"=100'

MATCHLINE- SEE SHEET 8

N88°45'32"E 1,332.35'

PROPERTY LIMITS

SE. CORNER
N. 1/2, NE. 1/4, SE. 1/4,
SEC. 32-48-42

ALUMINUM SHED

FND 5/8" IRC
RLS#1580
0.21' S., 0.06' W.

RESOLUTION NO. 72-100
O.R.B. 4724, PG. 761, B.C.R

PROPERTY LIMITS

RIM EL.: 10.31
WELL EL.: 9.81

17.2'

EASEMENT
O.R.B. 9969, PG. 94, B.C.R.

N01°22'47"W 1275.05'

MATCHLINE- SEE SHEET 13

MATCHLINE- SEE SHEET 11

5' 5' 15' 15' 15' 15' 15' 15' 15' 15'

30' INGRESS-EGRESS
& BUILDING ENVELOPE EASEMENT
O.R.B. 20353, PG. 167, B.C.R.

METAL LID FOR VAULT
ON CONC.PAD

COVERED
WELL
HOUSE
NO. 5

CONC.SLAB

ACREAGE
SOUTH ONE-HALF
SEC. 32-48-42

ACREAGE
SOUTH ONE-HALF
SEC. 32-48-42

30' INGRESS-EGRESS
& BUILDING ENVELOPE EASEMENT
O.R.B. 20353, PG. 167, B.C.R.

MATCHLINE- SEE SHEET 16

NORTH LINE PARCEL G
P.B. 99, PG. 45, B.C.R.

SW. CORNER
NW.1/4, SW.1/4
SEC.33-48-42

ACREAGE
SOUTHWEST ONE
SEC. 33-4

Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	12 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:11pm

EXHIBIT A

MATCHLINE- SEE SHEET 9

NW. 6TH STREET

"HORN PLAT NO.2"
PARCEL "B"
P.B. 129, PG. 47, B.C.R.

10' L.E.
P.B. 129, PG. 47, B.C.R.

12' U.E.
P.B. 129,
PG. 47, B.C.R.

NW. 5TH STREET

PARCEL "A"
C.C.H. SUBDIVISION
P.B. 84, PG. 41, B.C.R.

WEST LINE OF PARCEL A
P.B. 84, PG. 41, B.C.R.

PROPERTY LIMITS

CBS BUILDING
0.9' CLEAR

S01°20'18"E 1275.77'

7' CHAIN LINK FENCE
W/BARBED WIRE

ACREAGE
SEC. 33-48-42

ACREAGE
LOTS 848-863
OF COLLIER CITY LOTS

MATCHLINE- SEE SHEET 12

MONITORING WELL
ON CONC.PAD

FND 4" ROUND CONC MON
& ALUM DISC PRM 1328

WEST LINE OF PARCEL G
P.B. 99, PG. 45, B.C.R.

NW. 4TH COURT

PARCEL G
GIBSON'S PLAT
P.B. 99, PG. 45, B.C.R.

WEST LINE OF PARCEL G
P.B. 99, PG. 45, B.C.R.

PROPERTY LIMITS

PARCEL G
GIBSON'S PLAT
P.B. 99, PG. 45, B.C.R.

S01°20'18"E
1275.77'

ACREAGE
LOTS 930-933
OF COLLIER CITY LOTS

MATCHLINE- SEE SHEET 17

GRAPHIC SCALE
0 50 100 200
(IN FEET)
1"=100'

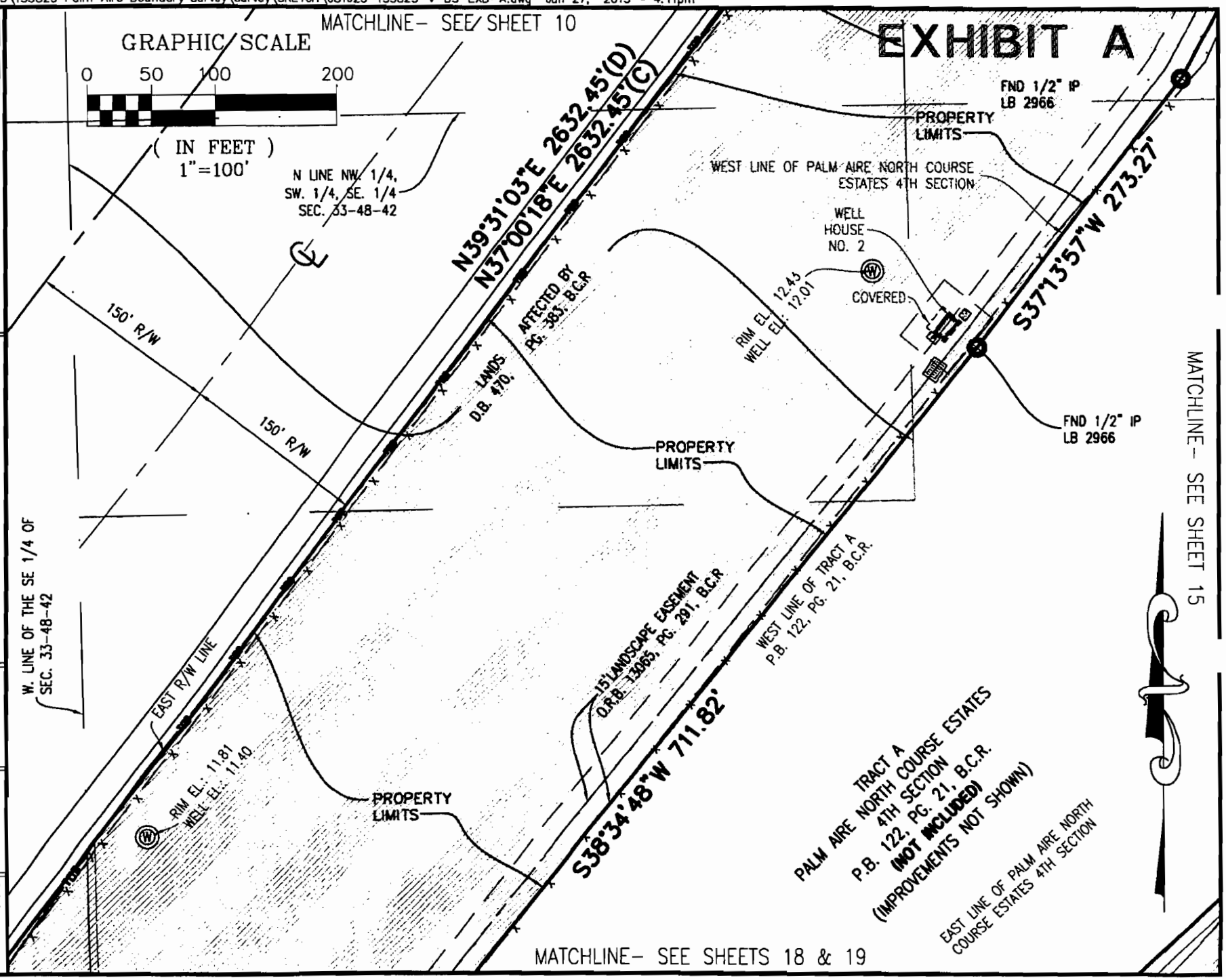
Calvin, Giordano & Associates, Inc.
Certificate of Authorization 6781

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	13 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:11pm

EXHIBIT A



Cotton, Giordano & Associates, Inc.

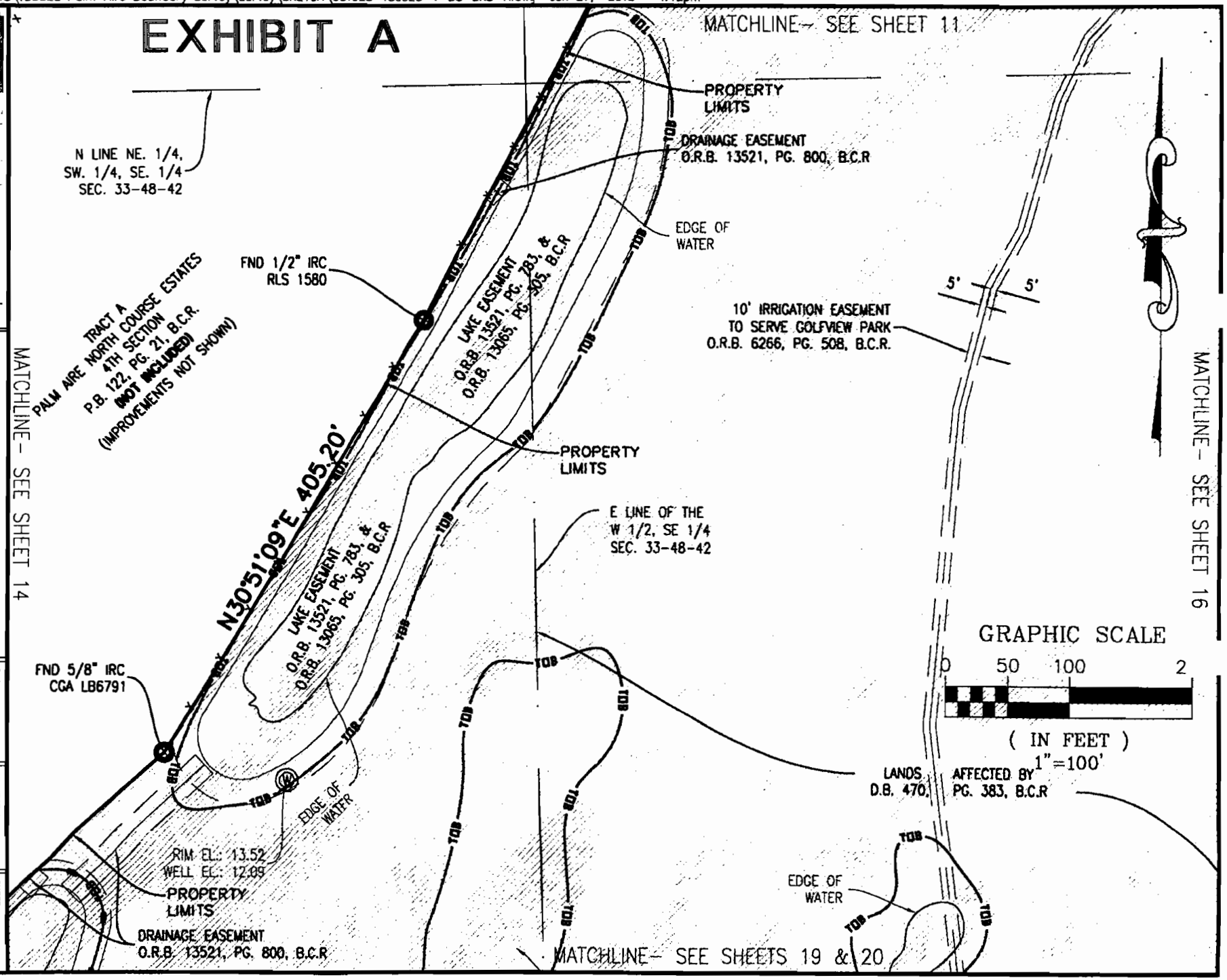
Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	14 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:12pm

EXHIBIT A

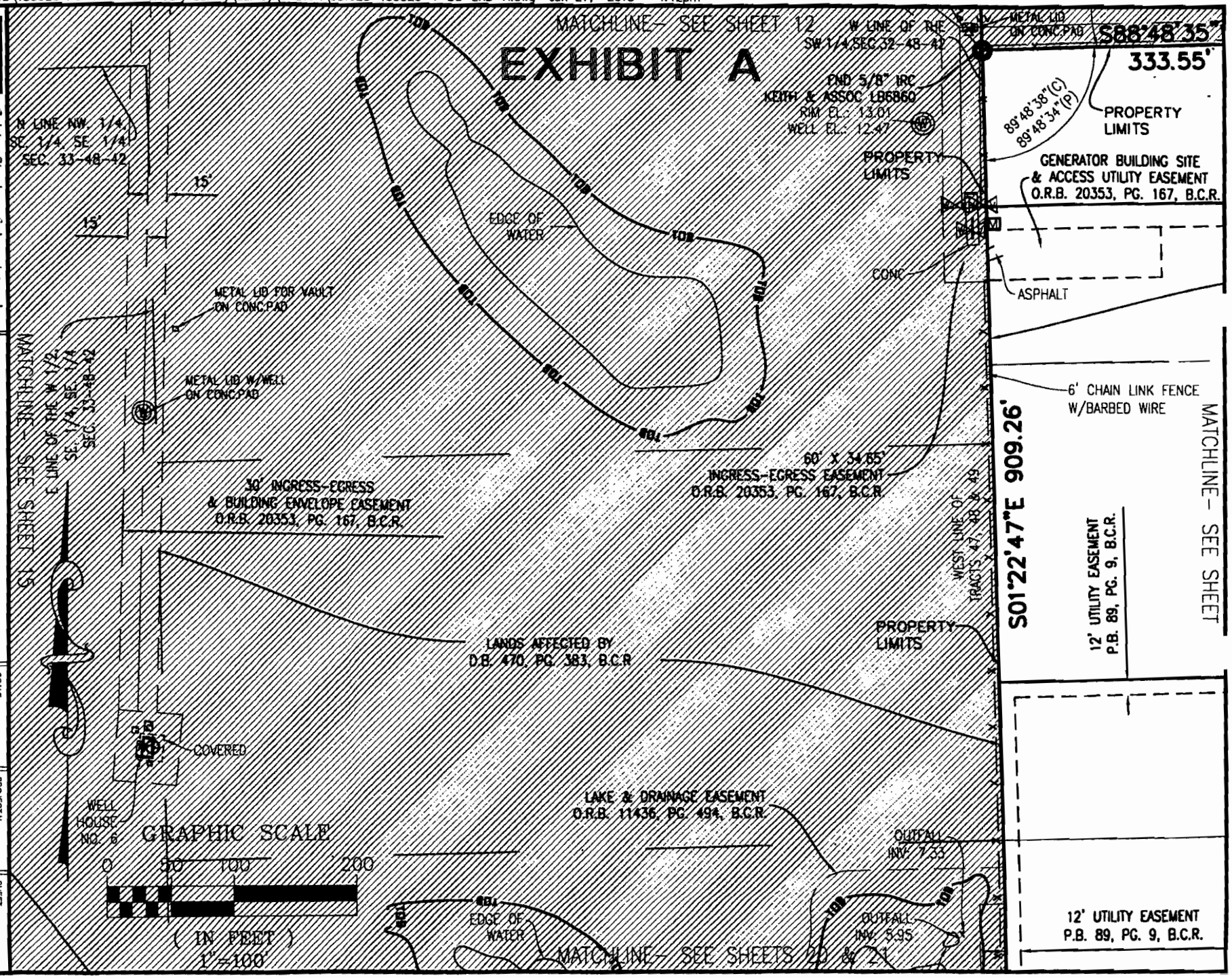


Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	15 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:12pm

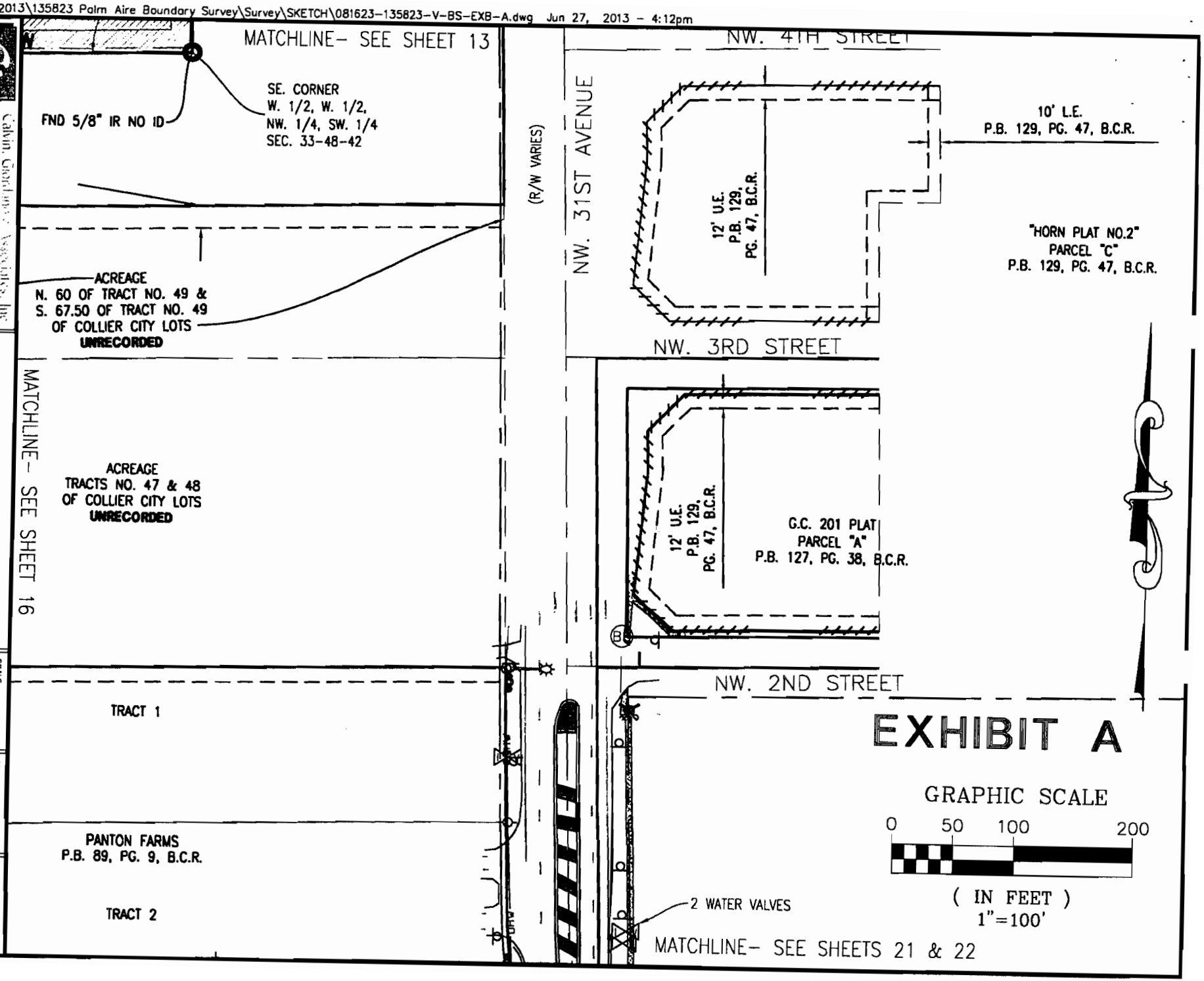


Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone 954.921.7781 Fax 954.921.8807
Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	16 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:12pm

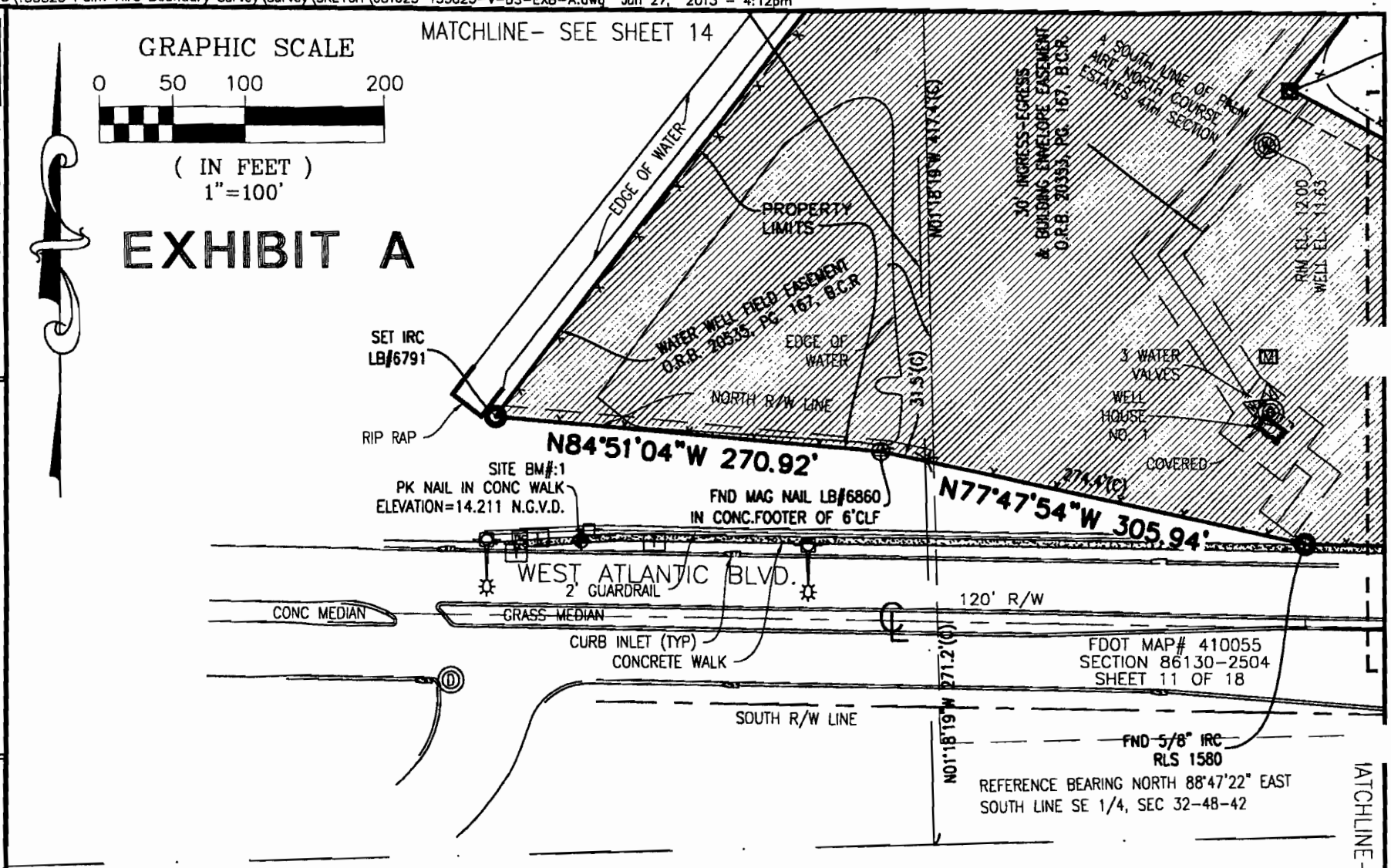


Calvin, Giordano & Associates, Inc.
Certificate of Authorization 6701

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	17 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:12pm

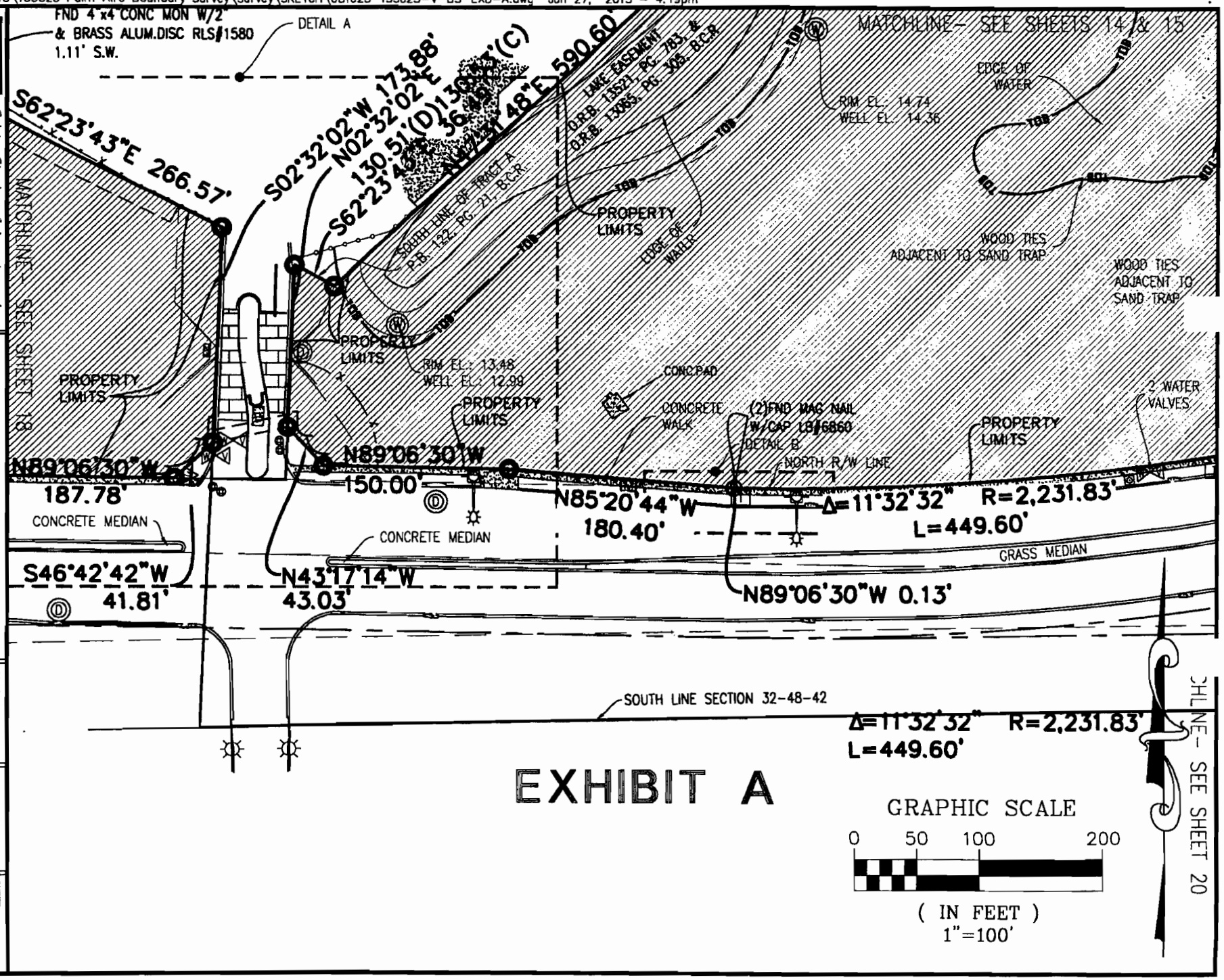


Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax: 954.921.8807
Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	DATE	PROJECT No.	CAD FILE	SHEET
AS SHOWN	06-24-13	13-5823.2		18 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:19pm



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954 921 7781 Fax 954 921 8807
Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	19 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:12pm

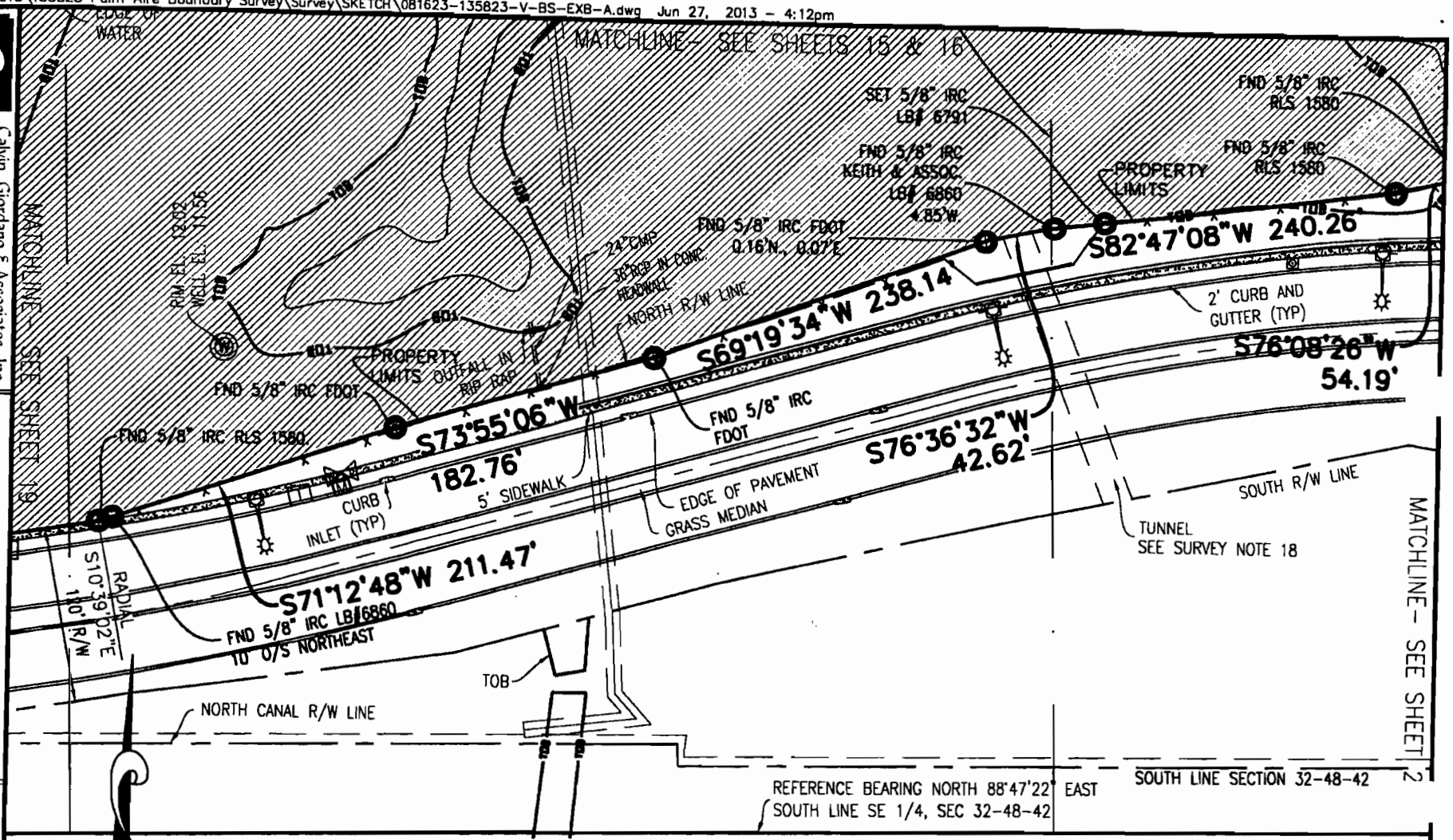


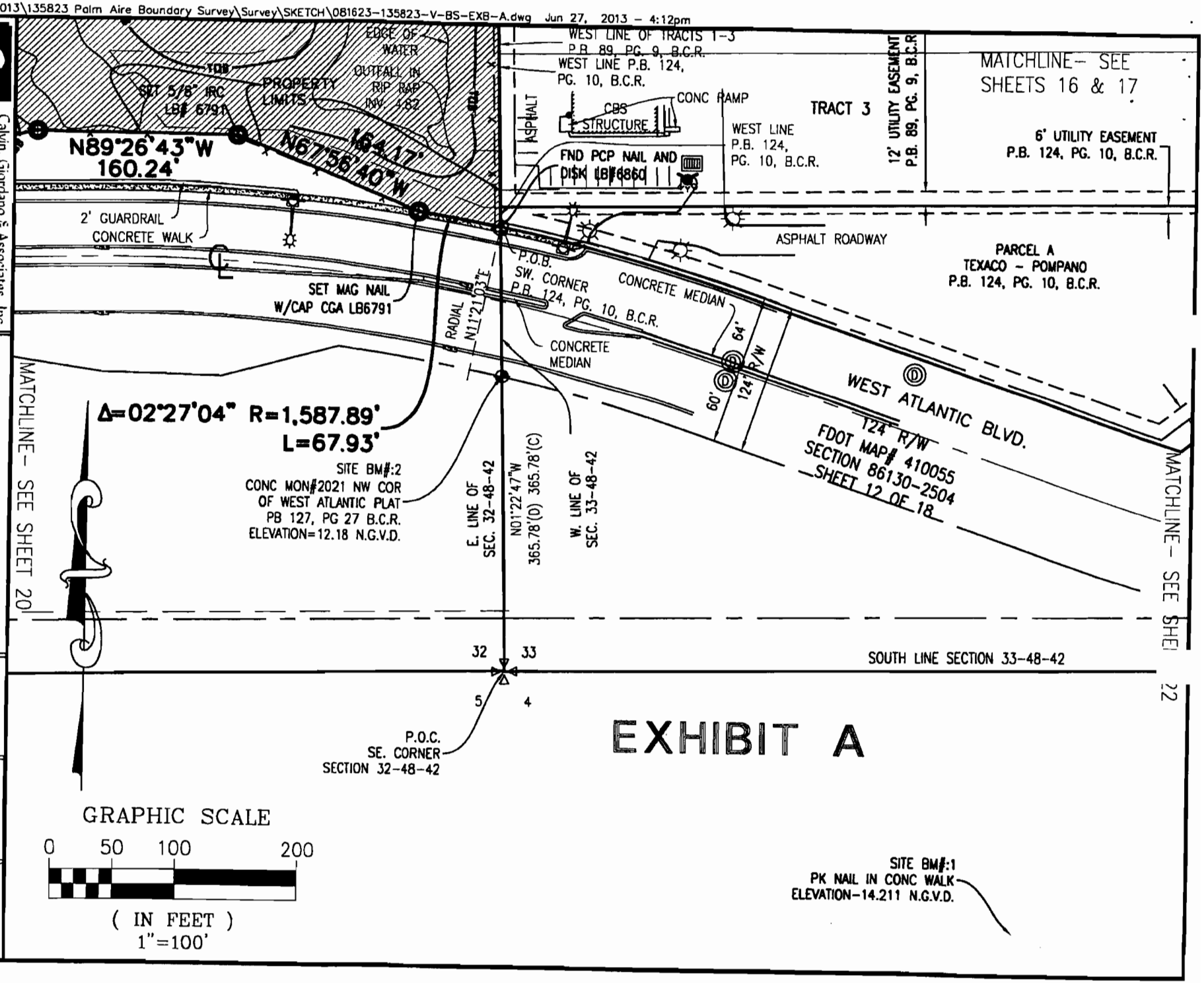
EXHIBIT A

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax: 954.921.8807
Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	20 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:12pm

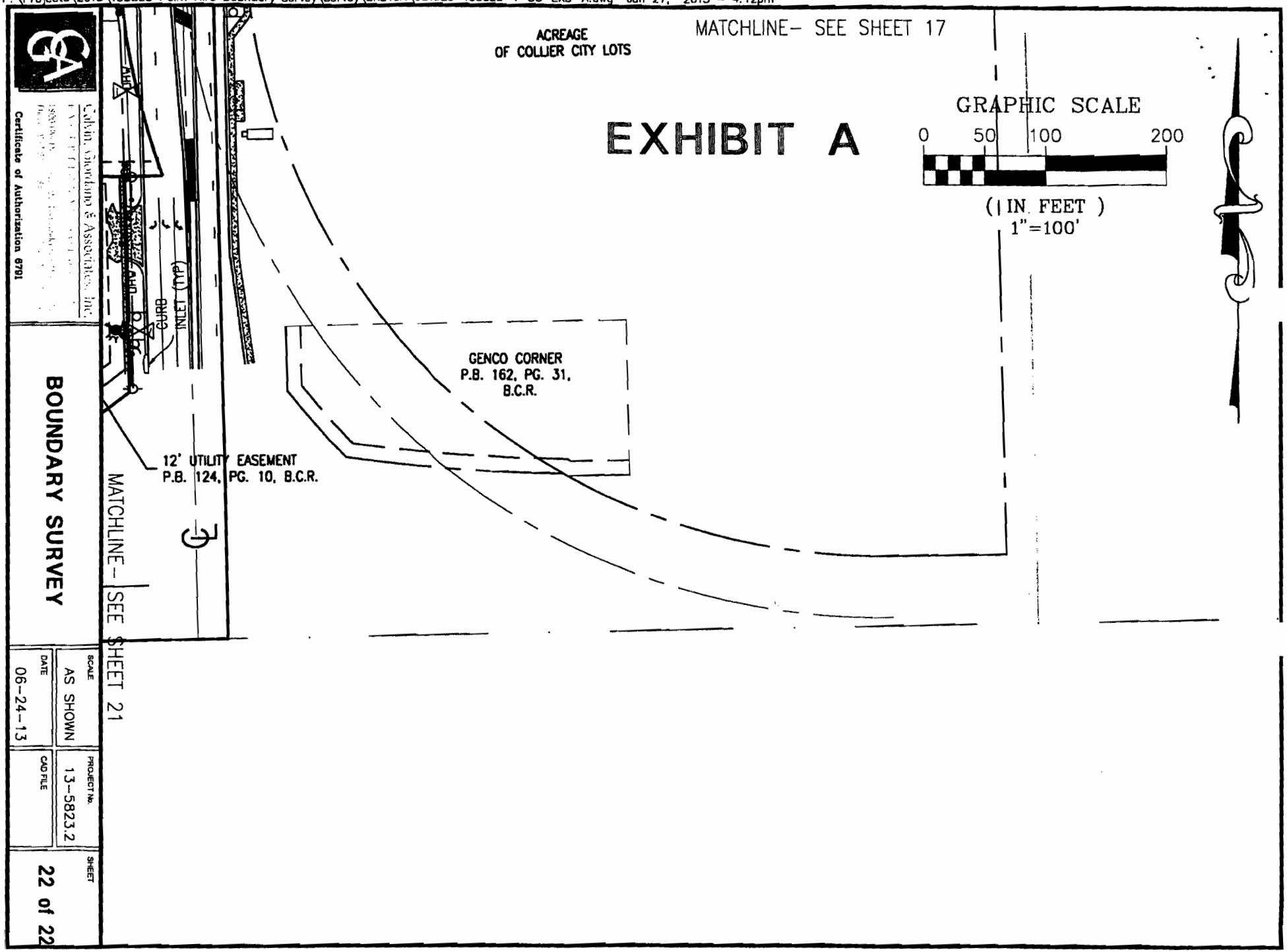


Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954 921 7781 Fax: 954 921 8807
Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	21 of 22

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A.dwg Jun 27, 2013 - 4:12pm



Calvin, Giordano & Associates, Inc.

Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	22 of 22

EXHIBIT A-1

LEGAL DESCRIPTION ORIGINAL PARK PROPERTY

THE WEST ONE-HALF (W1/2) OF THE WEST ONE-HALF (W1/2) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA,

SAID LANDS MORE PARTICULARLY DESCRIBED AS: A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 33, NORTH 01°22'47" WEST 1275.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 01°22'47"WEST 1275.05 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 33; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW1/4), NORTH 88°41'12" EAST 334.48 FEET TO THE NORTHWEST CORNER OF TRACT A OF "LLOYD E. OLSEN PLAT", AS RECORDED IN PLAT BOOK 103, PAGE 9, BROWARD COUNTY RECORDS; THENCE ALONG THE WEST LINE OF SAID TRACT A AND ITS SOUTHERLY EXTENSION, ALSO BEING THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF THE WEST ONE-HALF (W1/2) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SOUTHWEST ONE-QUARTER (SW1/4), SOUTH 01°20'18" EAST 1275.77 FEET TO AN ANGLE POINT IN THE NORTHERLY BOUNDARY OF PARCEL G OF "GIBSON'S PLAT", AS RECORDED IN PLAT BOOK 99, PAGE 45 BROWARD COUNTY RECORDS; THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 88°48'35" WEST 333.56 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY FLORIDA AND CONTAIINING 426,012 SQUARE FEET (9.78 ACRES) MORE OR LESS.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE ¼) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was provided by the Client.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: 6-28-2013

Daniel C. Lack
Professional Surveyor and Mapper
Florida Registration Number LS 5118
Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

LEGEND:

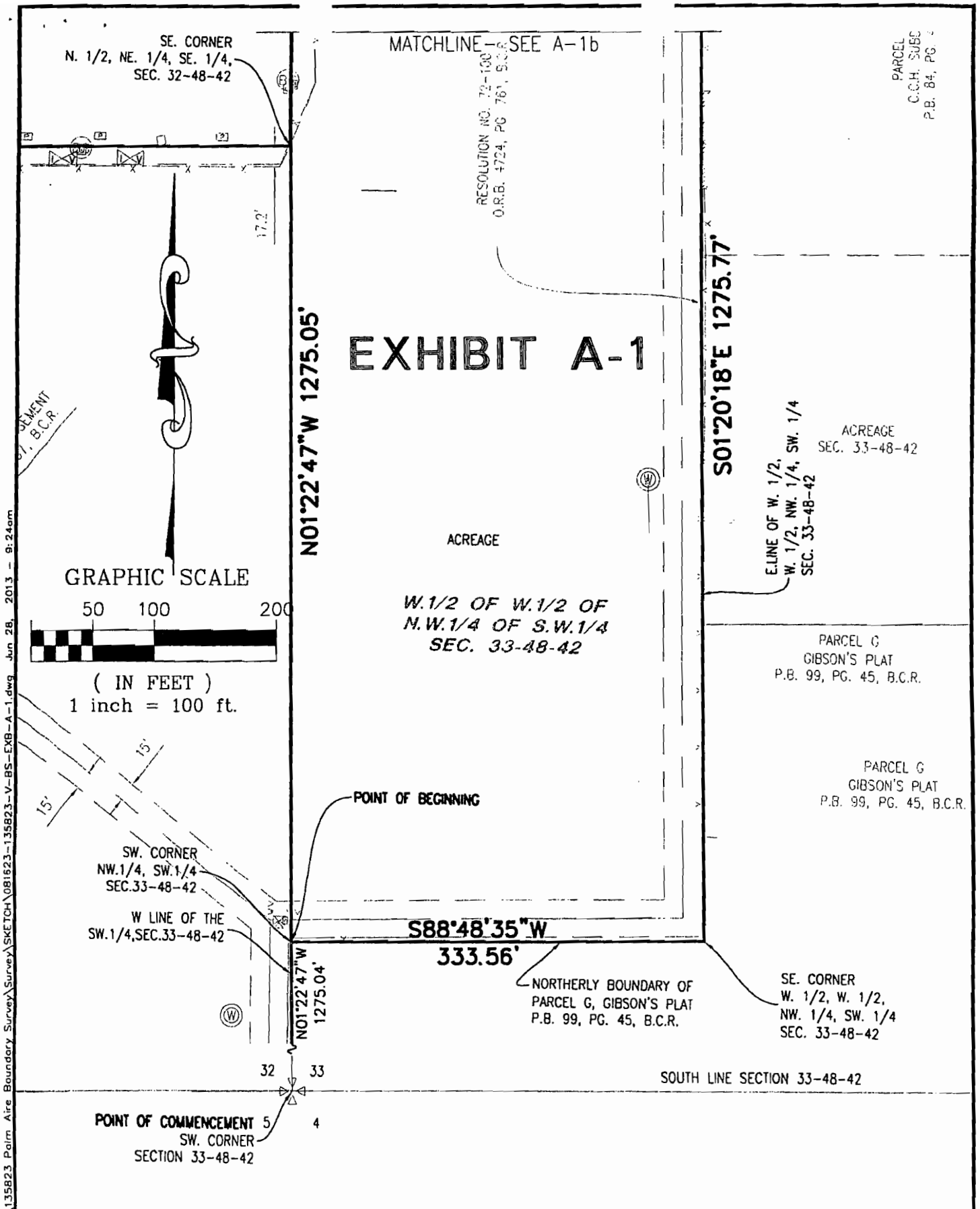
PB = PLAT BOOK
PG = PAGE
BCR = BROWARD COUNTY RECORDS
A = ARC LENGTH
D = DELTA
R = RADIUS

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax: 954.921.8807
Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	1 of 3
DATE	CAD FILE	
06-24-13		

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A-1.dwg Jun 28, 2013 - 9:24am



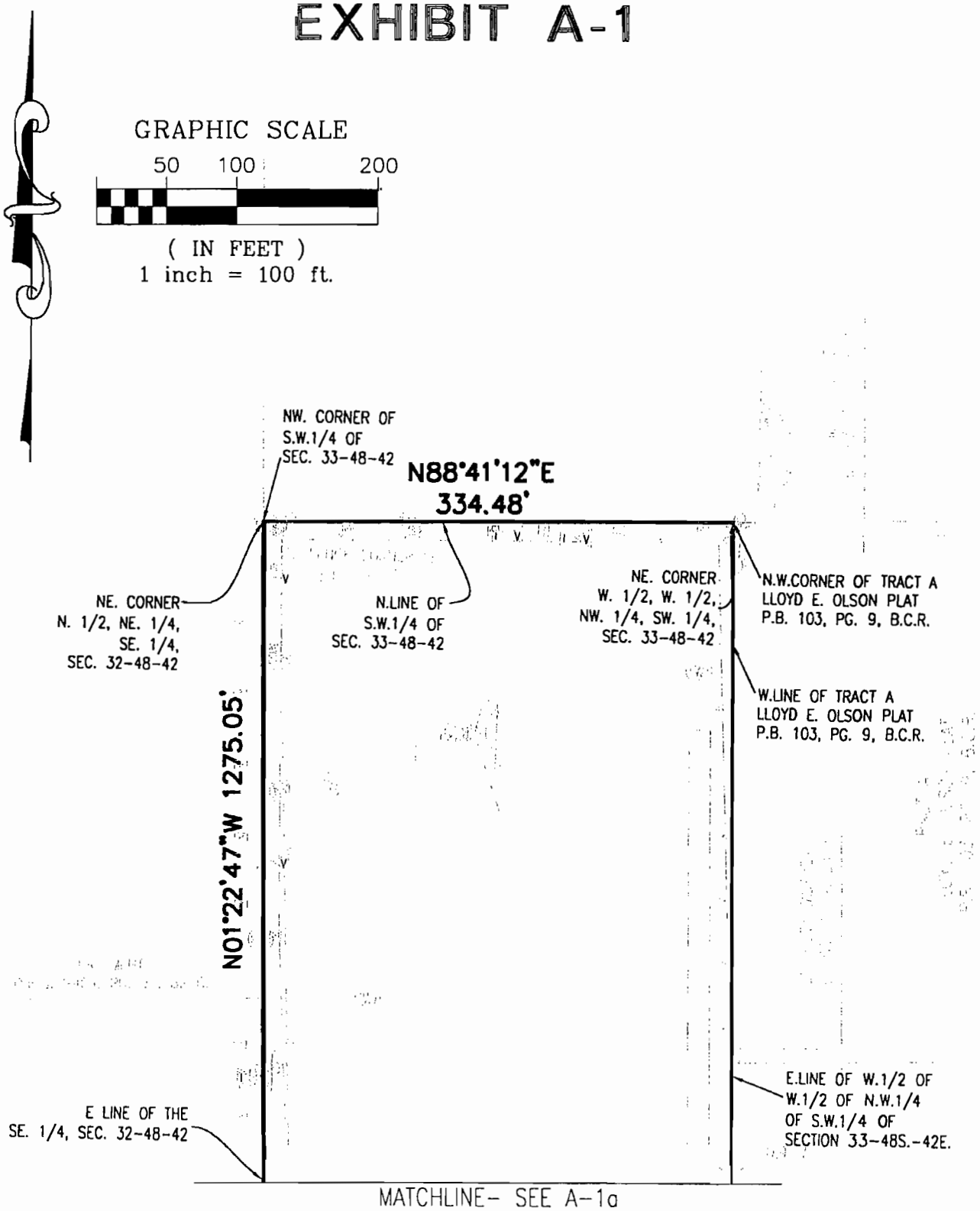
P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A-1.dwg Jun 28, 2013 - 9:24am

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax: 954.921.8807
Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No	SHEET
AS SHOWN	13-5823.2	2 of 3
DATE	CAD FILE	
06-24-13		

EXHIBIT A-1



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax: 954.921.8807
Certificate of Authorization 8791

SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No	SHEET
AS SHOWN	13-5823.2	3 of 3
DATE	CAD FILE	
06-24-13		

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A-1.dwg Jun 28, 2013 - 9:24am

EXHIBIT A-2

LEGAL DESCRIPTION ADDITION TO THE PARK PROPERTY

A PORTION OF THE EAST 135.00 FEET OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA,

SAID LANDS MORE PARTICULARLY DESCRIBED AS: A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 32, NORTH 01°22'47" WEST 1275.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, NORTH 01°22'47"WEST 637.53 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF (N ½) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 32; THENCE ALONG THE NORTH LINE OF SAID NORTH ONE-HALF (N ½) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 32, SOUTH 88°45'32" WEST 135.00 FEET; THENCE SOUTH 01°22'47" EAST ALONG A LINE 135.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 32 637.41 FEET; THENCE NORTH 88°48'35" EAST 135.00 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 86,058 SQUARE FEET (1.976 ACRES) MORE OR LESS.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE ¼) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was prepared by the undersigning surveyor as directed by the client.

CALVIN, GIORDANO AND ASSOCIATES, INC.

_____ Date: _06-23, 2013_ 6-28-2013

Daniel C. Lack
Professional Surveyor and Mapper
Florida Registration Number LS 5118
Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

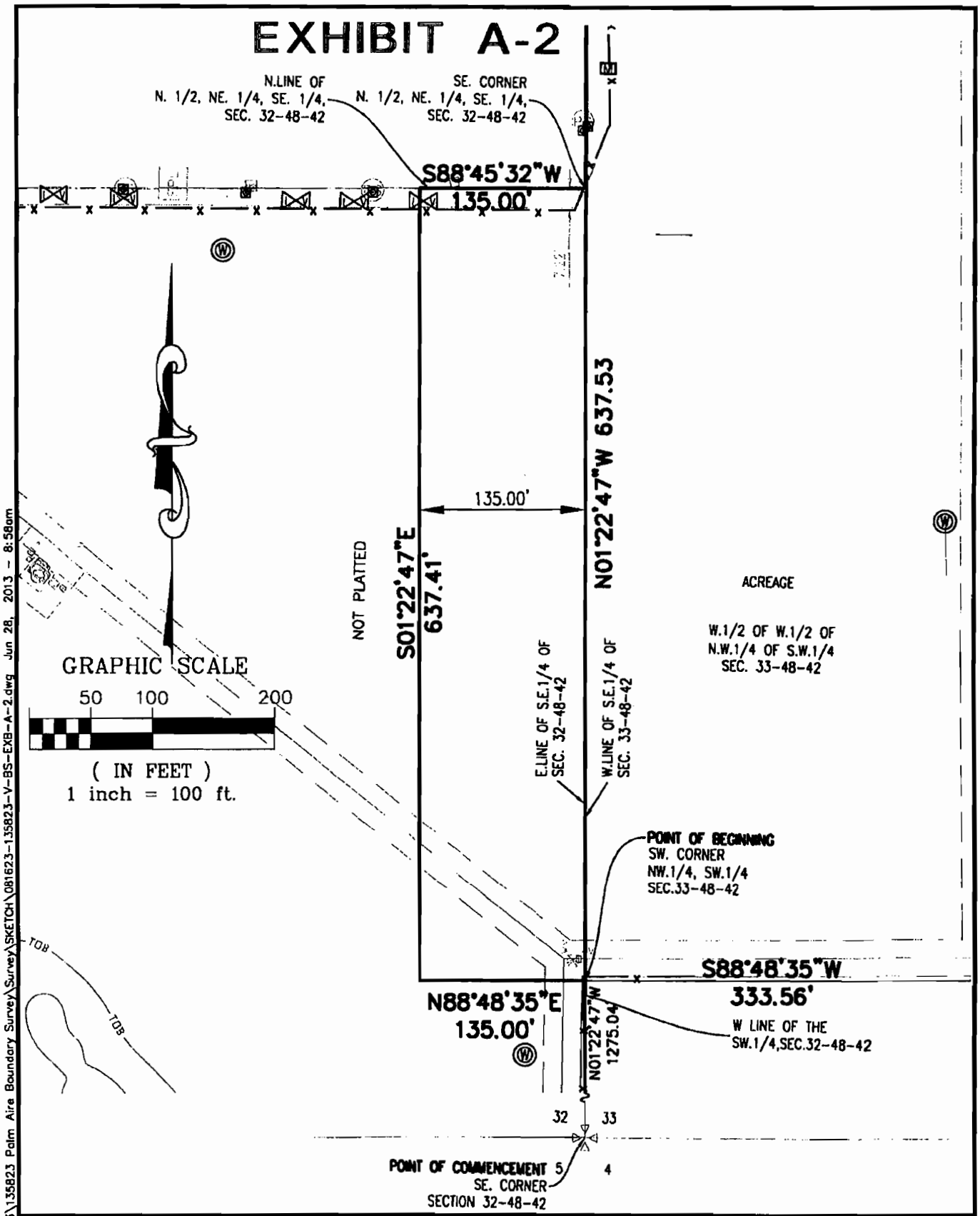
LEGEND:

PB = PLAT BOOK
PG = PAGE
BCR = BROWARD COUNTY RECORDS
A = ARC LENGTH
D = DELTA
R = RADIUS

Calvin, Giordano & Associates, Inc. Certificate of Authorization 6791	SKETCH AND LEGAL DESCRIPTION	SCALE: AS SHOWN	PROJECT No.: 13-5823.2	SHEET: 1 of 2
		DATE: 06-24-13	CAD FILE:	

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A-2.dwg Jun 28, 2013 - 8:58am

EXHIBIT A-2



P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-A-2.dwg Jun 28, 2013 - 8:58am

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954 921 7781 Fax: 954 921 8807
Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	2 of 2
DATE	CAD FILE	
06-24-13		

EXHIBIT-B

LEGAL DESCRIPTION

PARCEL "G", LESS THE NORTH 170.38 FEET THEREOF OF THAT PORTION OF PARCEL "G" LYING IN THE MOST NORTHEASTERN PORTION OF SAID PARCEL "G", "GIBSON'S PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;
AND
THE NORTH ONE-QUARTER (N1/4) OF THE SOUTH FOUR-FIFTHS (S 4/5) OF THE NORTHWEST ONE-QUARTER (NW ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 75.00 FEET THEREOF.
SAID LANDS SITUATE WITHIN BROWARD COUNTY FLORIDA.

NOTES:
1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE ¼) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was provided by the Client.

CALVIN, GIORDANO AND ASSOCIATES, INC.

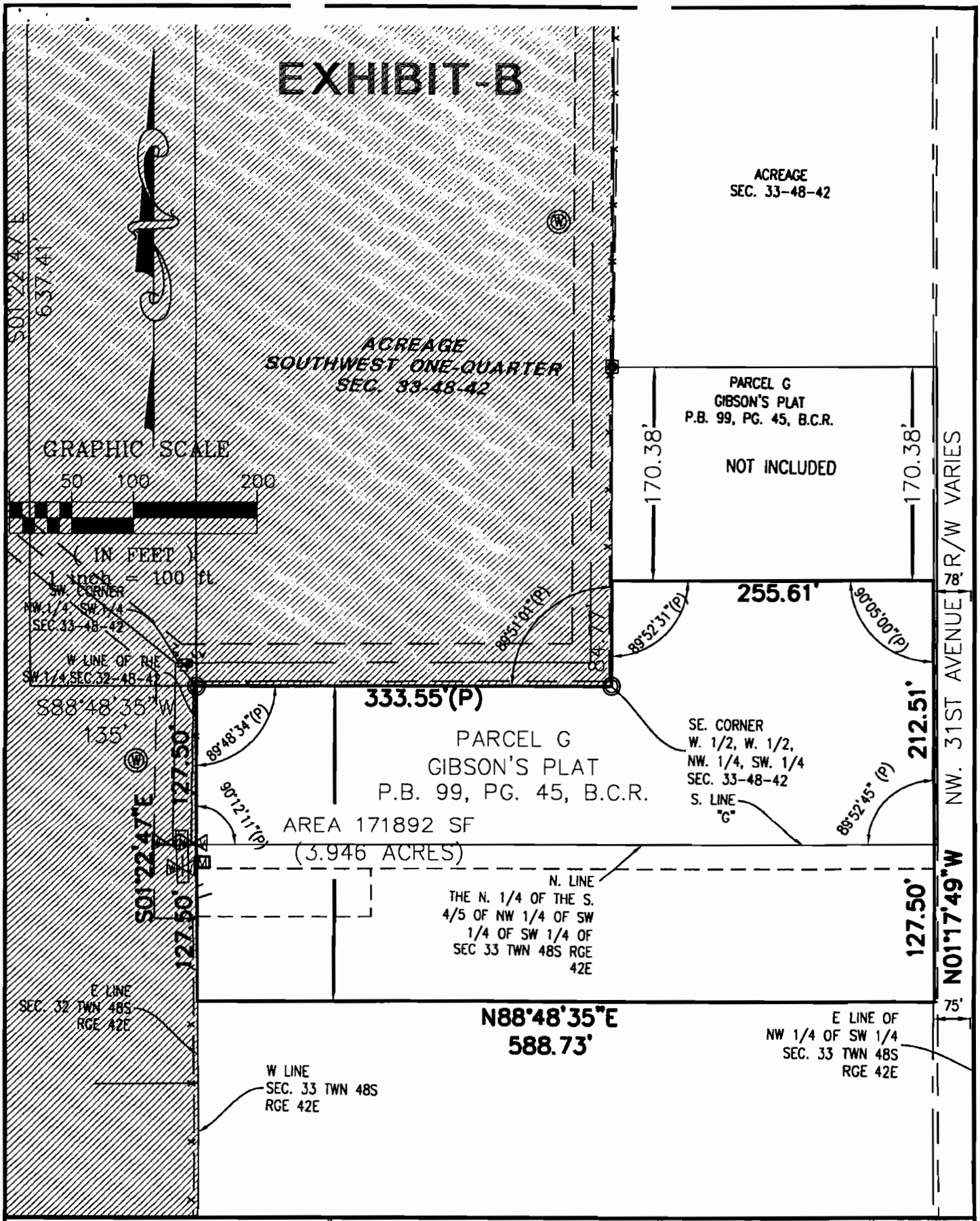
_____ Date: 6-28-2013
Daniel C. Cook
Professional Surveyor and Mapper
Florida Registration Number LS 5118
Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
June 24, 2013
P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\Legal Descriptions\LEGAL DESCRIPTION EXHIBIT B.docx
Sheet 1 of 2 Sheets

LEGEND:

PB = PLAT BOOK
PG = PAGE
BCR = BROWARD COUNTY RECORDS
A = ARC LENGTH
D = DELTA
R = RADIUS

Calvin, Giordano & Associates, Inc. Certificate of Authorization 6791	SKETCH AND LEGAL DESCRIPTION	SCALE AS SHOWN	PROJECT No. 13-5823.2	SHEET 1 of 2
		DATE 6-24-13	CAD FILE	

EXHIBIT-B



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax 954.921.8807
Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	2 of 2
DATE	CAD FILE	
6-24-13		

EXHIBIT-C

LEGAL DESCRIPTION: SWAP PROPERTY

THE NORTH 60 FEET OF THE NORTH ONE-QUARTER (N 1/4) OF THE SOUTH FOUR-FIFTHS (S 4/5) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHWEST ONE-QUARTER (S 1/4), LESS AND EXCEPT THEREFROM THE WEST 125 FEET AND LESS THE EAST 75 FEET FOR COUNTY ROAD RIGHT-OF-WAY, ALL IN SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST.

SAID LAND SITUATED IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA CONTAINING 27,835 SQUARE FEET (0.639 ACRES) MORE OR LESS.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE ¼) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was provided by the Client.

CALVIN, GIORDANO AND ASSOCIATES, INC.

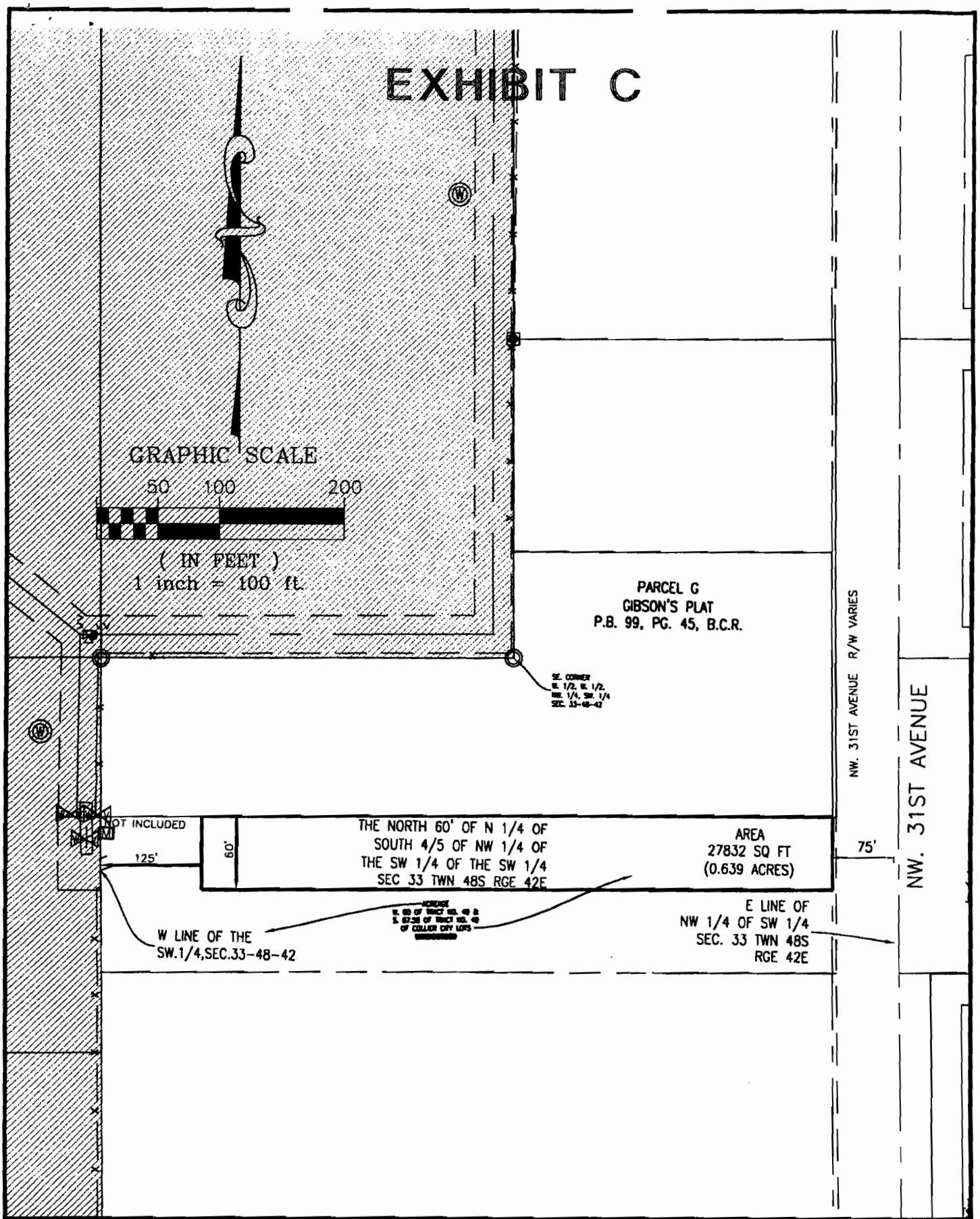
_____ Date: 6-28-2013

Daniel C. Laak
Professional Surveyor and Mapper
Florida Registration Number LS 5118
Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316

LEGEND:

PB = PLAT BOOK
PG = PAGE
BCR = BROWARD COUNTY RECORDS
A = ARC LENGTH
D = DELTA
R = RADIUS

Calvin, Giordano & Associates, Inc. Certificate of Authorization 6791	SKETCH AND LEGAL DESCRIPTION	SCALE: AS SHOWN	PROJECT No.: 13-5823.2	SHEET: 1 of 2
		DATE: 6-24-13	CAD FILE:	



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax 954.921.8807
Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	2 of 2
DATE	CAD FILE	
6-24-13		

EXHIBIT D

LEGAL DESCRIPTION: ROAD PARCEL

A PORTION OF "PARCEL G, GIBSON'S PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA,

SAID LANDS MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE SOUTHWEST CORNER OF PARCEL G, GIBSON'S PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99 AT PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE WEST LINE SAID PARCEL "G" NORTH 01°22'47" WEST 127.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "G"; THENCE ALONG THE NORTH LINE OF THE WESTERN PORTION OF SAID PARCEL "G" NORTH 88°48'35" EAST 333.55 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF THE NORTHERN PORTION OF SAID PARCEL "G" NORTH 01°20'18" WEST 84.77 FEET; THENCE NORTH 88°47'11" EAST 255.73 FEET TO THE EAST LINE OF SAID PARCEL "G" AND THE WEST RIGHT OF WAY LINE OF N.W. 31ST AVENUE AS SHOWN ON SAID "GIBSON'S PLAT"; THENCE ALONG THE EAST LINE OF SAID PARCEL "G" AND THE SAID WEST RIGHT OF WAY LINE SOUTH 01°17'49" EAST 139.83 FEET TO A POINT OF CUSP BEING A TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH 88°42'11" WEST, A DISTANCE OF 79.87 FEET; THENCE NORTH 78°47'52" WEST, A DISTANCE OF 56.33 FEET; THENCE NORTH 85°35'22" WEST, A DISTANCE OF 56.38 FEET; THENCE NORTH 73°35'46" WEST, A DISTANCE OF 41.55 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 27,397 SQUARE FEET MORE OR LESS OR 0.629 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED DATUM. REFERENCE BEARING OF NORTH 88°47'22" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE ¼) SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST.
4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH, DO NOT REPRESENT A FIELD BOUNDARY SURVEY (THIS IS NOT A SURVEY).
5. THE LEGAL DESCRIPTION SHOWNHEREON WAS PREPARED BY THE UNDERSIGNING SURVEYOR AS DIRECTED BY THE CLIENT.

LEGEND:

PB = PLAT BOOK
PG = PAGE
BCR = BROWARD COUNTY RECORDS
A = ARC LENGTH
D = DELTA
R = RADIUS

CALVIN, GIORDANO AND ASSOCIATES, INC.

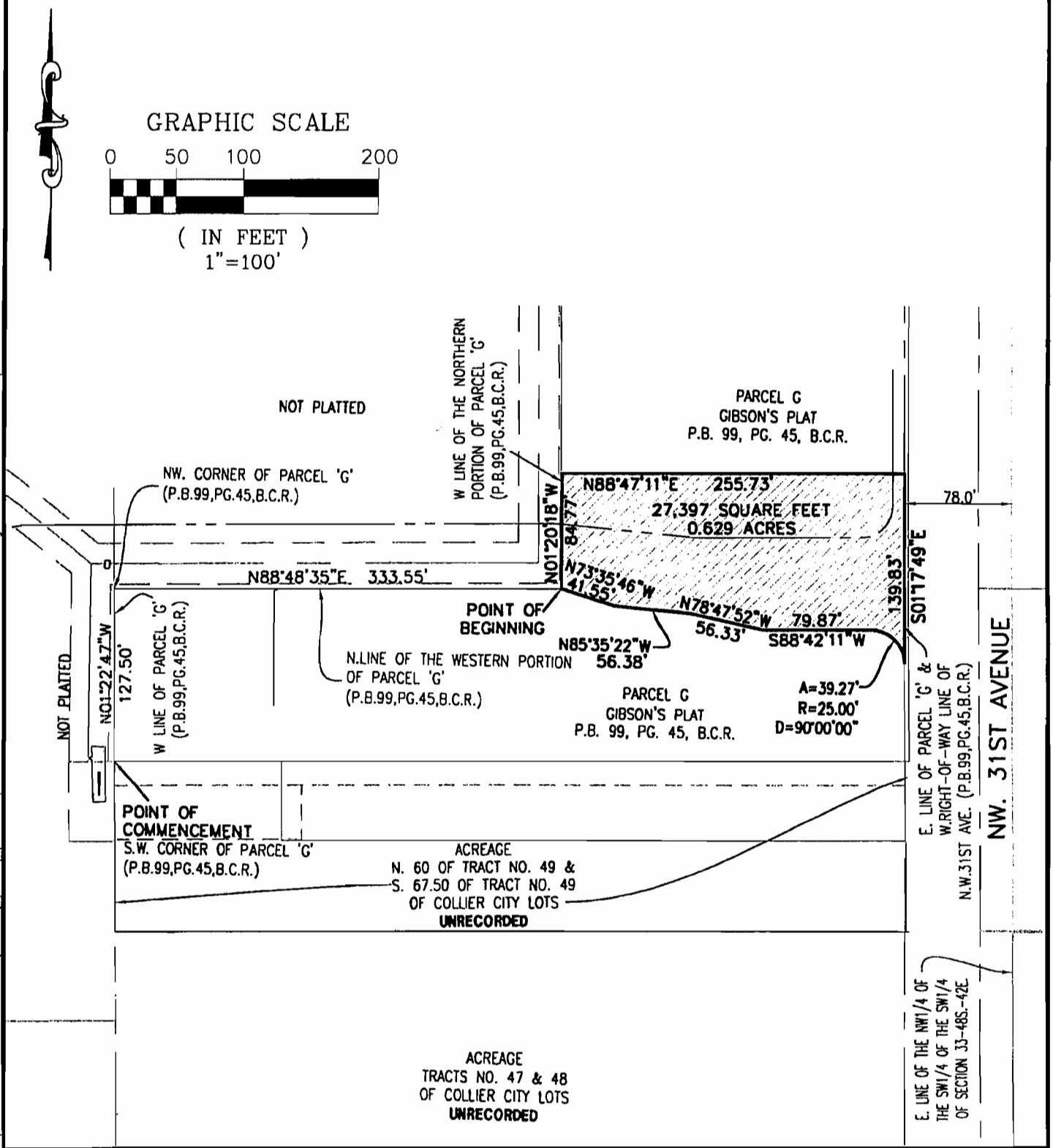
_____ Date: 7-17-2013

Daniel C. Look
Professional Surveyor and Mapper
Florida Registration Number PSM 5118

Calvin, Giordano & Associates, Inc. Certificate of Authorization 6791	SKETCH AND LEGAL DESCRIPTION	SCALE N.T.S.	PROJECT No. 13-5823.2	SHEET 1 of 2
		DATE 07-17-13	CAD FILE	

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-D-REV2.dwg Jul 17, 2013 - 3:25pm

EXHIBIT D

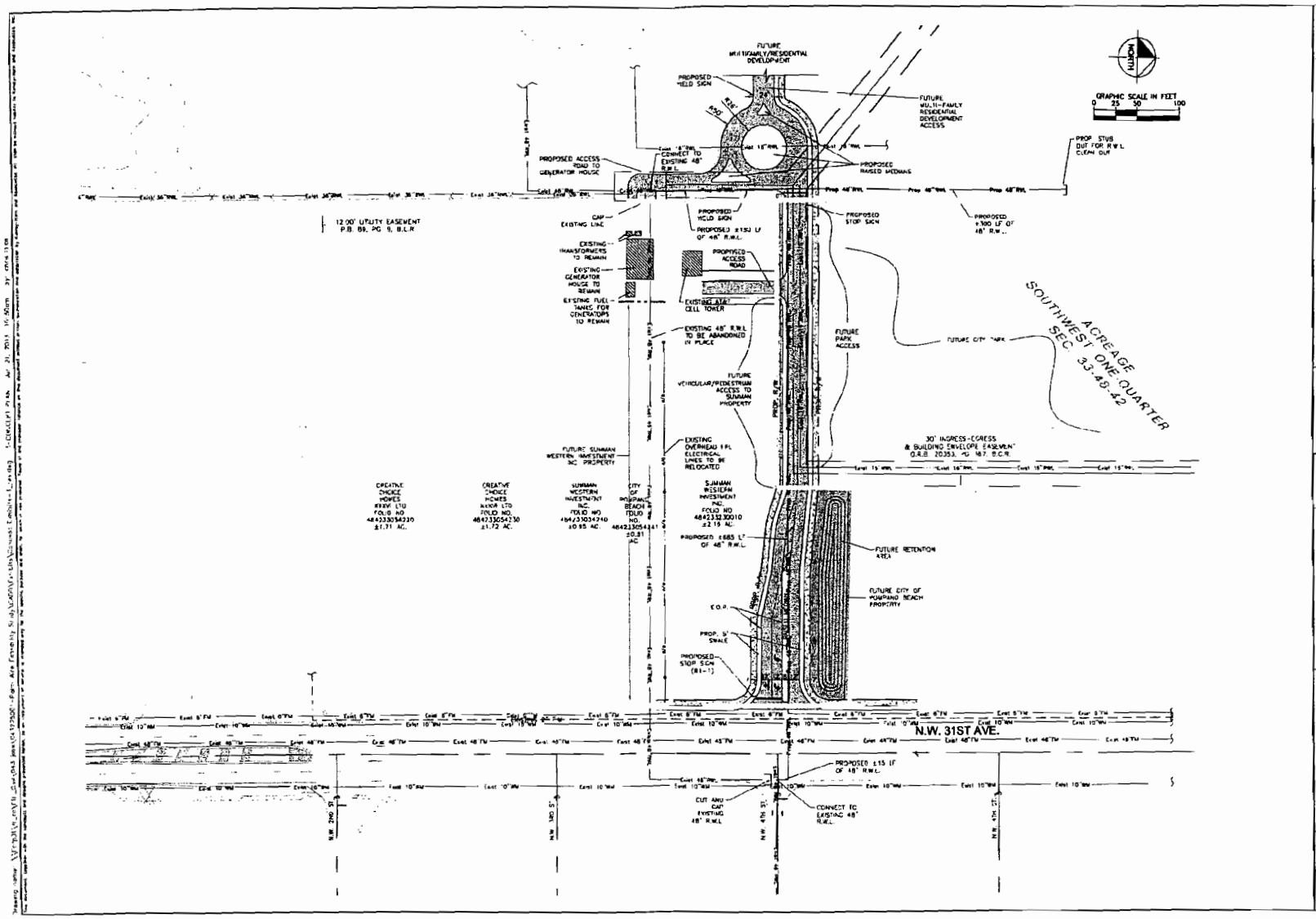


P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\SKETCH\081623-135823-V-BS-EXB-D-REV2.dwg Jul 17, 2013 - 3:25pm

Calvin, Giordano & Associates, Inc.
EXCELLENCE COMPLETED
Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No	SHEET
AS SHOWN	13-5823.2	2 of 2
DATE	CAD FILE	
07-17-13		



Kimley-Horn and Associates, Inc.

REVISIONS

No.		

JA.E. BY

PROJ. ENGINEER CHRISTOPHER FALCE PE
FLORIDA REGISTRATION NUMBER 73502
DATE

SCALE AS NOTED
PROJECT NO. 259000.01
DRAWN BY
DATE 04-24-2013

EXHIBIT "E"

PALM AIRE
CITY OF POMPANO BEACH
FLORIDA
BROWARD COUNTY

DATE 04/24/2013
PROJECT NO. 043225201

SHEET NUMBER
EX-E

Meeting Date: JANUARY 13, 2015 Agenda Item 10

REQUESTED COMMISSION ACTION:

X Consent ___ Ordinance X Resolution ___ Consideration/Discussion ___ Workshop

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE FORM OF A PRELIMINARY AGREEMENT FOR ISSUANCE OF REVENUE BONDS BY AND BETWEEN THE CITY AND JOHN KNOX VILLAGE OF FLORIDA, INC. AND AUTHORIZING EXECUTION THEREOF; PROVIDING FOR CERTAIN OTHER MATTERS WITH RESPECT THERETO; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE. (NO COST)

Summary of Purpose and Why:

THE CITY RECEIVED A LETTER FROM JOHN KNOX VILLAGE OF FLORIDA, INC. (AS ATTACHED) REQUESTING THAT THE CITY SERVE AS A CONDUIT (LEND ITS TAX EXEMPT STATUS) FOR THE ISSUANCE OF REVENUE BONDS, SERIES 2015 (NOT TO EXCEED $40,000,000). PASSAGE OF THIS RESOLUTION, AS WELL AS THE EXECUTION OF THE ATTACHED AGREEMENT WILL OUTLINE THE ROLES AND RESPONSIBILITIES OF BOTH THE CITY AND JOHN KNOX VILLAGE WITH REGARD TO THE PROPOSED CONDUIT BOND ISSUE. APPROVAL OF THIS ITEM DOES NOT CONSTITUTE AN APPROVAL OF FORMAL BOND ISSUANCE OR THE APPROVAL OF OFFICIAL FINANCING DOCUMENTS. SUCH FINANCING DOCUMENTS SHALL BE PRESENTED TO THE CITY COMMISSION AS A SEPARATE AGENDA ITEM ON JANUARY 13, 2015 FOR FORMAL COMMISSION ACTION. PLEASE REFER TO FINANCE DEPRATMENT MEMORANDUM #15-13 FOR ADDITIONAL INFORMATION.

(1) Origin of request for this action: Finance Department
(2) Primary staff contact: Suzette Sibble, Finance Director 954 786-4680
(3) Expiration of contract, if applicable: April 1, 2015.
(4) Fiscal impact and source of funding: NA. ALL ASSOCIATED COSTS FOR THIS TRANSACTION WILL BE THE SOLE RESPONSIBILITY OF JOHN KNOX VILLAGE OF FLORIDA, INC. CITY WILL YIELD APPROXIMATELY $40K FOR ADMINISTRATIVE AND CONDUIT CLOSING FEES.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	12/29/14	Approval	S. Sibble
City Attorney	12/29/14		
Budget	12-30-14	Approval	
Advisory Board			
X City Manager			

ACTION TAKEN BY COMMISSION:

Ordinance Workshop		Resolution		Consideration	
1st Reading		1st Reading		Results:	Results:
2nd Reading					

pompano beach
Florida's Warmest Welcome

FINANCE DEPARTMENT
MEMORANDUM 15-13

Date: January 2, 2015

To: Mayor and City Commission

From: Suzette Sibble, Finance Director
Via: Dennis Beach, City Manager

Re: Consideration of a Preliminary Agreement for the Issuance of Revenue Bonds (John Knox Village Project), Series 2015 (the "Bonds")

The City of Pompano Beach (the City) is in receipt of a letter from John Knox Village of Florida, Inc. (**See Attachment 1**) requesting that the City issue Revenue Bonds (John Knox Village Project), Series 2015 (aggregate principal not to exceed $40 million, with a maturity of not later than September 1, 2049) for the principal purpose loaning the proceeds of such issuance to John Knox Village (the "Village") to provide for the financing or reimbursing the Village for the cost of certain capital improvements for or to its Facilities, including, without limitation, the purchase of new audio visual equipment, information technology wiring and upgrades, replacement of any elevator, installation of a visitor management system, construction and equipping of a new health care center, implementation of electronic health records in the health center and miscellaneous renovations, equipment and other improvements. This agenda item requests approval of a Preliminary Agreement with the Village outlining Roles and Responsibilities governing the proposed Bond issue, inclusive of delineating the Village's responsibility for all costs incurred by the City relative to the proposed Bond issue, as well as a closing fee to be afforded the City equal to .1% of the Par value (not to exceed $40 million) of bonds issued. Please note that approval of this Preliminary Agreement does not authorize nor approve issuance of the Bonds by the City. Such approval will be contemplated with the presentation of official financing documents as a separate agenda item on January 13, 2015.

If the Bonds are approved, the City would serve as the "Issuer" and the Village would serve as the "Borrower" with regard to the proposed Bond issue. This arrangement would in essence require the City to serve as a "Conduit" on behalf of the Village. Conduit debt obligations are certain limited-obligation revenue bonds, certificates of participation, or similar debt instruments issued by a state or local governmental entity for the express purpose of providing capital financing for a specific third party on a **tax exempt basis**. These third parties are not otherwise authorized under Internal Revenue Service (IRS) regulations to issue tax exempt obligations directly, which result in a lower cost of borrowing than taxable obligations. Although conduit debt obligations bear the name of the City as the governmental issuer, the City has no financial obligation for the repayment of principal/interest related to the bonds. **Relevant financing documents governing the proposed Bond issue includes the following language to make it explicitly clear as to the City's limited liability as it relates to the proposed Bond**

issue:

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF PLEDGED REVENUES AND FUNDS PROVIDED THEREFOR UNDER THE BOND INDENTURE. THE BONDS AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE STATE, THE ISSUER OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE STATE, THE ISSUER NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THE BONDS, OTHER THAN FROM PLEDGED REVENUES, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE ISSUER OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. THE ISSUER HAS NO TAXING POWER.

The City would enter into a loan agreement with the Village whereby the City as the "Issuer" would be loaning the proceeds of the proposed Bond issue to the Village, the "Borrower". The only security for repayment of the bonds is the gross revenues derived by the City **solely from the Village** as generated from its facilities. Documents governing the Bond issue are inclusive of the following:

- The Bond Resolution;
- Loan Agreement – Between the City and Village;
- Bond Purchase Agreement – Among the City, the Village and PNC Capital Markets LLC (the "Underwriter"), who will purchase and market the bonds for sale;
- Bond Indenture – Between the City and U.S. Bank National Association, who will serve as Bond Trustee whereby the City approves payment of all resulting Bond obligations by the Village directly to the Bond Trustee; and
- Preliminary Official Statement (POS) & Final Official Stmt. – POS issued to gauge market interest governing a proposed bond issue and incorporates information on the Issuer/Borrower.

Considerations of the City in Serving as a Conduit Issuer

Background of the Village & Economic Impact on the City --As Disclosed in Proposed Financing Documents

The Village was incorporated in 1978 as a Florida, not-for-profit corporation to provide housing, health care and other related services to the senior population and is qualified as an exempt organization under the Internal Revenue Service pursuant to Section 501(c)(3) of the Internal Revenue Code.

The Village provides services to approximately 900 residents and estimates that the total assessed value for state tax purposes of its real property is approximately $63,500,000. The Village is one of the largest single site continuing care retirement communities (each a "CCRC") in the country and operates on approximately 65 acres in Pompano Beach in Broward County, Florida. It currently consists of 729 Independent Living Units, 62 Assisted Living Units and a 177-bed skilled nursing facility (the "Health Center"). The Village and its affiliates (the "JKV Companies") employ approximately 700 employees with annual salary and benefits in excess of $22 million as of December 31, 2013. The JKV Companies are one of the five largest employers in the City. Annual operating expenses, excluding payroll of the JKV Companies, totaled an additional $20 million in 2013. The Village continually upgrades units as new residents move in

and make ongoing improvements to the campus. Over the last three years, the Village spent over $18 million on capital improvements.

As of October 31, 2014, 86.1% of the Independent Living Units, 93.8% of the Assisted Living Units, and 93.9% of the skilled nursing beds were occupied. The CCRC includes independent living, assisted living and nursing care and has been granted a certificate of authority from the Florida Department of Financial Services to offer continuing care contracts.

The Village has a long history as a leader in the long-term care industry and has received the following awards over the past few years:

- 2014 LeadingAge – National Joan Anne McHugh Nurse Leadership Award
- 2013 LeadingAge Florida – Best Practice – Sharing & Caring
- 2012 LeadingAge Florida – Quality First
- 2011 LeadingAge – National Excellence in the Workplace
- 2010 LeadingAge Florida – Trustee of the Year
- 2010 LeadingAge Florida – Resident Council of the Year
- 2010 Pompano Beach Chamber of Commerce – Founder's Award
- 2010 South Florida Business Journal – Finalist – Best Healthcare Company

Please refer to Appendix A of the Preliminary Official Statement for additional information governing the corporate structure of the Village, additional operating characteristics and additional financial information.

The Project

Woodlands - The primary purpose of the Bonds is to finance and refinance the acquisition, construction and equipping of the Woodlands, a 144-bed skilled nursing facility to be owned and operated by the Borrower and located on its campus, to replace a portion of the existing Health Center and add additional capacity to serve members of the local community (the "Woodlands"). The Village has estimated the net creation of approximately 42 new permanent jobs as a result of the construction of the facility.

Reimbursements - Any available proceeds of the Bonds remaining after financing the Woodlands will be applied to finance capital improvements for or to the Facilities including, without limitation, new audio visual equipment, upgrades to information technology wiring and computers, replacement of the elevator in the Village's East Lake facility, installation of a visitor management system, implementation of electronic health records in the current Health Center and other miscellaneous renovations, equipment and capital improvements.

Financial and Operational Capacity for Repayment of the Bonds

Long Term Rating - Fitch Ratings, Inc. ("Fitch"), a nationally recognized rating agency has assigned the Bonds a long-term rating of "A-." Fitch's definition for an "A" rating denote expectations of low default risk and that the capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings. Although not the highest rating issued by Fitch, an "A-" rating is still a strong, investment grade rating on the Fitch rating scale.

Regulatory Reserve & Reporting Requirements - The Village is subject to Chapter 651, Florida Statutes, and has represented in the proposed financing documents that it is in full compliance with all applicable statutory reserve and reporting requirements contained therein. Chapter 651 requires that each continuing care provider maintain: (a) a debt service reserve in an

amount equal to the principal and interest payments becoming due during the current fiscal year (12 months' interest on the financing if no principal payments are currently due) on any mortgage loan or other long term financing, including taxes and insurance; (b) an operating reserve in an amount equal to 15% of the facility's average total annual operating expenses set forth in the annual reports filed pursuant to Chapter 651 for the immediate preceding 3-year period, subject to adjustment in the event there is a change in the number of facilities owned; and (c) a renewal and replacement reserve in an amount equal to 15% of the total accumulated depreciation based on the audited financial statements included in the facility's annual report filed pursuant to Chapter 651, not to exceed 15% of the facility's average operating expenses for the past 3 fiscal years based on the audited financial statements for each of such years. These reserves are required to be held in a segregated escrow account maintained with a Florida bank, savings and loan association or trust company acceptable to the Office of Insurance Regulation (OIR) and, in the case of the operating reserve, must be in an unencumbered account held in escrow for the benefit of the residents. The Reserve Account established with the Bond Trustee pursuant to the Bond Indenture and the escrow account established with U.S. Bank National Association, as escrow agent, are intended to meet the requirements of Chapter 651 for those reserves (the "Required Reserves").

In addition, Chapter 651 requires the escrow agent holding the Required Reserves to deliver to the OIR quarterly reports on the status of the escrow funds, including balances, deposits and disbursements. Chapter 651 provides that withdrawals can be made from the Required Reserves only after 10 days' prior written notice to the OIR, except that in an emergency the provider may petition for a waiver of such 10-day notice requirement (a waiver being deemed granted if not denied by the OIR within three working days). Fines may be imposed for failure to deliver the quarterly reports or notices of withdrawal within the required time periods.

Ongoing Debt Covenants - Debt covenants for the proposed bond issue will mandate the following:
Creation and maintenance of Debt Service Reserve and Sinking Fund accounts;
Maintenance of a long-term Debt Service Ratio of at least 1.10;
Maintenance of at least 100 days cash on hand; and
Not incurring additional indebtedness unless certain conditions are met.

These covenants further bolsters the Village's ability to repay its obligations related to the proposed Bond issue

No History of Defaults
The Village has represented in proposed financing documents that in its history of operations it has not defaulted on any outstanding obligations.

City's Past History with Village as a Conduit Issuer
In 2010 the City authorized and issued Revenue Bonds on behalf of the Village. The Village utilized the proceeds to refund its 2002 Bonds that had been issued through the Broward County Health Facilities Authority (2002 Bonds). With the City's assistance, the Village was able to refund the 2002 Bonds and issue the "City of Pompano Beach, Florida Health Facilities Revenue Refunding Bonds (John Knox Village of Florida, Inc. Project), Series 2010" (2010 Bonds). The 2010 Bonds were issued in the amount of $29,045,000 as a direct placement with PNC Bank, National Association (PNC). The 2010 Bonds are variable interest rate bonds that are secured through a mortgage on the Village's property as well as a gross revenue pledge. The outstanding balance on the 2010 Bonds is approximately $25 million.

To date, the City has not been notified of any default on the 2010 Bonds or any non-compliance issues governing this outstanding bond issue.

In September 2014, the City authorized the refinancing of more favorable terms for the Village with the bondholder, PNC Bank. These bonds have a mandatory redemption date of December 31, 2024.

Risk

As stated earlier, the City has no legal obligation to repay the obligation resulting from the proposed Bond issue. However, should the Village default on the bonds in the future, the City would be required to disclose this default in any future bond issues undertaken by the City. This association could potentially affect the marketability of bonds to be issued by the City in the future. That being said, the City would ensure that the marketing of any new bonds to be issued by the City and any such required disclosures make it explicitly clear that the City had no legal or moral obligations governing its conduit bond issues in an effort to minimize any potential negative market impacts. Given the Village's footprint in the City and Broward County, its current financial capacity as outlined in the preliminary official statement, its operating characteristics (management's experience, philosophy and operating style and regulatory reserve requirements), no past default history, long term rating assigned the proposed Bond issue and required bond covenants governing reserve and sinking fund accounts, it is unlikely that the Village would ever default on its obligation.

Conclusion

As stated earlier, the Village would be responsible for all costs incurred by the City related to the proposed Bond issue initially and for any costs incurred by the City related to said Bond issue, through maturity of the Bonds. In addition, the Village would be responsible for continuing disclosure requirements, inclusive of financial and budgetary reporting and any arbitrage requirements.

The City will be paid a non-refundable administrative charge by the Village of $3,500, regardless of closing on the transaction and a closing fee of .1% of the aggregate principal amount issued (approximately $40k).

All financing documents have been reviewed by myself, the City's Bond Counsel and City Attorney.

Attachment 1

John Knox Village of Florida, Inc.

Request for Issuance of Tax-Exempt Bonds

John Knox Village of Florida, Inc. (the Village) is pleased to present this request to issue bonds through the City of Pompano Beach. The Village has been a member of the Pompano Beach community since 1967. In the last 47 years, the Village has grown from a small retirement community consisting of a three-story building and 24 villa triplexes surrounding a lake to become the second largest Continuing Care Retirement Community (CCRC) in the State of Florida and one of the largest single site CCRCs in the country. The requested modifications are the first step in a plan of finance that will allow the Village to construct a state-of-the-art health center on its campus, replacing a portion of the current health center and adding 17 long-term care beds.

Background on the Village

The Village was incorporated in 1978 as a Florida, not-for-profit corporation to provide housing, health care and other related services to the senior population. The Village is qualified as an exempt organization by the Internal Revenue Service pursuant to Section 501(c)(3) of the Internal Revenue Code. The Village mission is shown below.

> *John Knox Village of Florida, Inc. is dedicated to providing a protective, supportive environment in which our Residents may thrive as their physical, social, emotional and spiritual well being is addressed.*
>
> *John Knox Village of Florida, Inc. is committed to its employees by providing a stable, secure, fair and rewarding work place.*
>
> *John Knox Village of Florida, Inc. is committed to being an active, valuable partner in the civic community.*

John Knox Home Health Agency, Inc. is a wholly owned subsidiary which is a Florida for-profit corporation and provides home health care services for Village residents and residents of the local community. John Knox Village of Florida Foundation, Inc. is a Florida, not-for-profit corporation controlled by the Village which serves as the fundraising arm of the Village. These three organizations are governed by volunteer Boards of Directors consisting of Village residents and members of the local business community.

The Village is located on approximately 65 acres and consists of 730 independent living units, 64 assisted living units and 177 bed health center. The Village provides services to its residents under a life care contract. Residents occupy an independent living unit and have unlimited use of the assisted living facility and the health center as needs change. The life care contract assures life-long care for the remainder of the residents' lives.

The financial viability of the Village has always been a top priority for the Board of Directors as shown in the following Statement of Purpose:

> *To operate a financially responsible not-for-profit continuing care retirement community that complies with legislative, professional and regulatory guidelines.*

The combined corporations employ approximately 700 active employees with annual salary and benefits in excess of $22,000,000 for the year ended December 31, 2013. Over 91% of the active employees live in Broward County and 142 of these employees live in Pompano Beach. These employees provide services to the almost 900 residents who currently reside at the Village. Despite difficult economic times over the past few years, the Village has been able to maintain its workforce without layoffs and is still able to provide raises and benefits to its employees.

The Village is one of the largest property tax payers in Broward County and paid in excess of $900,000 in property taxes in 2014. Annual operating expenses, excluding payroll, totaled an additional $20,000,000. The Village is continually upgrading units as new residents move in and makes ongoing improvements to the campus. Over the last three years, the Village spent over $18,000,000 on capital improvements. The Village makes a concerted effort to purchase its supplies from local businesses in an effort to support the community.

As a retirement community, the Village is more than just a purchaser and consumer of goods and services. It is a home to senior residents who also desire a wide selection of ancillary goods and services. The residents of the Village have as their "suppliers" the local grocery stores, shopping malls, restaurants, hospitals, doctors and other businesses.

As mentioned above, part of the Village mission is to be an active, valuable partner in the civic community. This commitment is accomplished through the Sharing and Caring program. Over the last six years, the Village has been able to reach into the community to give back to others and to help fill the needs of the underserved and uninsured in the Pompano Beach community and has donated over $760,000 to charities in the local and international communities. Whether it be clothing and toiletries for the clients of St. Laurence Chapel, toiletries and blankets for the homeless through Broward Outreach, food for the local food banks or a dance with the clients of Northeast Focal Point, the Village residents and employees are eager to give back to the community. With healthcare as one of the most important services provided by the Village, the Village has long been a sponsor and contributor to the American Heart Association through the Heart Walk, the Alzheimer's Association through the Alzheimer's Walk and the American Cancer Society through the Relay for Life.

Background on the Financing

In 2010, the Village took advantage of temporary changes in bond regulations enacted by the American Recovery and Reinvestment Act of 2009 allowing tax-exempt entities to borrow up to $30,000,000 as Bank Qualified. Bank Qualified bonds bear a more favorable interest rate than non-Bank Qualified bonds. The Village refunded the 2002 Bonds that had been issued through the Broward County Health Facilities Authority (2002 Bonds). At that time, the 2002 Bonds had been secured through a letter of credit that wrapped around a bond insurance policy with Radian Asset Assurance. Due to the various economic crises occurring at that time, the insurance policy and the letter of credit were no longer viable means to secure the debt. With the City's assistance, the Village was able to refund the 2002 Bonds and issue the "City of Pompano Beach, Florida Health Facilities Revenue Refunding Bonds (John Knox Village of Florida, Inc. Project), Series 2010" (2010 Bonds). The 2010 Bonds were issued in the amount of $29,045,000 as a direct placement with PNC Bank, National Association (PNC). The 2010 Bonds are variable interest rate bonds that are secured through a mortgage on the Village's property as well as a gross revenue pledge. The outstanding balance on the 2010 Bonds as of November 30, 2014 is $25,285,000.

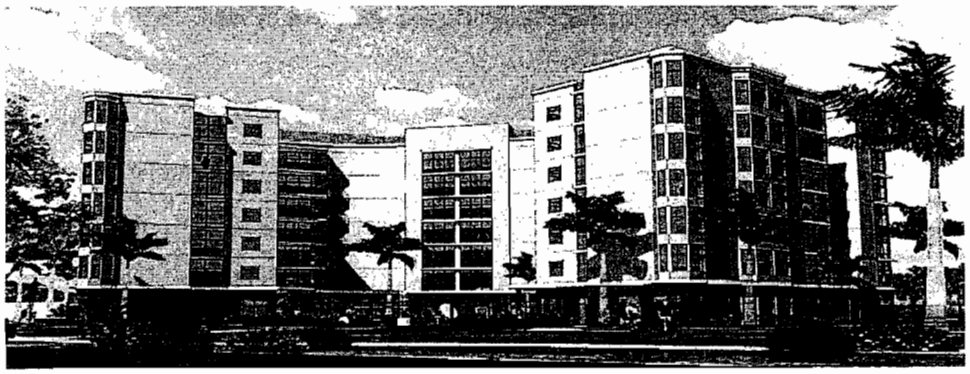
At the time the 2010 Bonds were issued, PNC executed its option to automatically call the bonds on December 31, 2017. With the assistance of the City, in September the Village and PNC successfully extended the term of the mandatory redemption for 10 years, to December 31, 2024.

The Project

The Village is planning to construct the Woodlands, a 144 bed skilled nursing facility, on its current campus to replace a portion of the existing health center and add additional capacity to serve members of the local community. The Woodlands will be utilizing the Green House ® model which emphasizes the following core values:

- Meaningful Life
- Empowered Staff
- Real Home

The building will consist of 12 homes designed to accommodate 12 elders in private rooms and private bathrooms surrounding a common area complete with kitchen, dining room and hearth room. There will also be a first floor common area that includes a convocation room, therapy space and a bistro.



The Village has received the building permit and has started to clear the site for the new building. At this time, the Village is planning to issue new fixed-rate bonds in the approximate amount of $35,000,000, using PNC as underwriter, to provide the funds for the construction of the Woodlands.

The Village has received a preliminary rating of A- with a stable outlook on the new bonds and affirmation of the rating on the 2010 bonds from Fitch.

Summary

The Village is excited to have an opportunity to continue its relationship with the City of Pompano Beach. The City can provide the means for the Village to issue new fixed rate bonds as the Village works to realize its plan of providing state of the art services to both the residents of the Village as well as the residents of Pompano Beach. We look forward to working with the City on this project.

John Knox Village of Florida, Inc.
GreenHouse Project
Staffing Impact
H:\2014 Bonds\FDFC\[VI. Project Employment Schedule.xlsx]Summary for Board

	Existing Health Center			Green House			Total			Average Wages			
Department	**Current Staffing**	**Projected Staffing**	**Increase (Decrease)**	**Current Staffing**	**Projected Staffing**	**Increase (Decrease)**	**Current Staffing**	**Projected Staffing**	**Increase (Decrease)**	**Current Staffing**	**Projected Staffing**	**Current Payroll**	**Projected Payroll**
Modification of Existing Positions:													
Administration	3.00	0.40	(2.60)	-	2.18	2.18	3.00	2.58	(0.42)	40.83	40.83	254,779	219,110
Recreational Therapy	7.25	1.25	(6.00)	-	2.34	2.34	7.25	3.59	(3.66)	14.82	14.82	223,486	110,664
Dietary (Centralized)	3.40	4.60	1.20	-	3.79	3.79	3.40	8.39	4.99	10.03	10.03	70,932	175,036
Admissions	1.00	0.47	(0.53)	-	1.53	1.53	1.00	2.00	1.00	32.26	36.57	67,101	152,110
Central Supply	1.00	0.25	(0.75)	-	0.75	0.75	1.00	1.00	-	12.73	12.73	26,478	26,478
Medical Records	1.00	0.28	(0.72)	-	0.72	0.72	1.00	1.00	-	20.60	20.60	42,848	42,848
Environmental Services	16.20	2.80	(13.40)	-	3.04	3.04	16.20	5.84	(10.36)	9.61	9.61	323,819	116,735
Laundry	7.00	2.00	(5.00)	-	-	-	7.00	2.00	(5.00)	9.88	9.88	143,853	41,101
Maintenance	2.00	0.20	(1.80)	-	1.80	1.80	2.00	2.00	-	21.38	21.38	88,941	88,941
Nursing Administration	9.00	2.56	(6.44)	-	1.44	1.44	9.00	4.00	(5.00)	29.22	29.22	546,998	243,110
Minimum Data Set (MDS)	3.00	0.71	(2.29)	-	2.04	2.04	3.00	2.75	(0.25)	29.22	29.22	182,333	167,138
Staff Development	2.00	0.76	(1.24)	-	1.44	1.44	2.00	2.20	0.20	29.22	29.22	121,555	133,711
Social Services	3.00	0.68	(2.33)	-	2.33	2.33	3.00	3.00	-	24.91	24.91	155,438	155,438
Guide	-	-	-	-	1.25	1.25	-	1.25	1.25	29.22	29.22	-	75,972
Educator	-	-	-	-	0.80	0.80	-	0.80	0.80	29.22	29.22	-	48,622
CNA/Shahbaz	81.00	28.40	(52.60)	-	100.80	100.80	81.00	129.20	48.20	11.22	12.90	1,890,346	3,467,501
Direct Care Nursing	30.20	8.80	(21.40)	-	23.55	23.55	30.20	32.35	2.15	25.44	25.44	1,598,039	1,711,962
Subtotal	170.05	54.15	(115.90)	-	149.80	149.80	170.05	203.95	33.90			5,736,946	6,976,478
New Positions:													
Common Area	-	-	-	-	2.80	2.80	-	2.80	2.80		9.61	-	55,969
Concierge/Security	-	-	-	-	4.20	4.20	-	4.20	4.20		11.80	-	103,085
LEED Maintenance	-	-	-	-	1.00	1.00	-	1.00	1.00		25.00	-	52,000
Subtotal	-	-	-	-	8.00	8.00	-	8.00	8.00	-	8.00	-	211,053
Grand Total	**170.05**	**54.15**	**(115.90)**	**-**	**157.80**	**157.80**	**170.05**	**211.95**	**41.90**	**170.05**	**211.95**	**5,736,946**	**7,187,531**
								-			-	**Increase**	**1,450,585**

RESOLUTION NO. _____

CITY OF POMPANO BEACH, FLORIDA

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA APPROVING THE FORM OF A PRELIMINARY AGREEMENT FOR ISSUANCE OF REVENUE BONDS BY AND BETWEEN THE CITY AND JOHN KNOX VILLAGE OF FLORIDA, INC. AND AUTHORIZING EXECUTION THEREOF; PROVIDING FOR CERTAIN OTHER MATTERS WITH RESPECT THERETO; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, John Knox Village of Florida, Inc., a Florida not-for-profit corporation (the "Company") currently provides independent living, assisted living and health care facilities within the City (the "Facilities") to senior citizens and has requested the City of Pompano Beach, Florida (the "City") to (i) issue its revenue bonds in an aggregate principal amount not exceeding $40,000,000 (the "Bonds") for the principal purpose of financing or reimbursing the Company for, the cost of certain capital improvements for or to the Facilities, including, without limitation, the purchase of new audio visual equipment, information technology wiring and upgrades, replacement of any elevator, installation of a visitor management system, construction and equipping of a new health care center, implementation of electronic health records in the health center and miscellaneous renovations, equipment and other improvements (as such capital improvements will be finally described in the hereinafter defined Loan Agreement) (collectively, the "Project"), and (ii) loan the proceeds of the Bonds to the Company pursuant to a loan agreement (the "Loan Agreement") to be entered into between the City and the Company under the authority of the Florida Constitution, the

City Charter of the City, Chapter 166, Florida Statutes, as amended, and Section 159.25 et seq., Florida Statutes, as amended and other applicable provisions of law (collectively, the "Act"); and

WHEREAS, the resolution authorizing the issuance of the Bonds will be considered by the City Commission of the City (the "City Commission") on the date of adoption hereof by the City; and

WHEREAS, the Company has agreed to enter into the herein described Preliminary Agreement between the Company and the City setting forth certain preliminary matters relating to the Bonds.

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

SECTION 1. The Project and the financing and refinancing thereof by the City through the issuance of the Bonds, if subsequently approved by the City, will promote the economic development and welfare of the citizens of the City, will provide gainful employment to the residents of the City, will promote the general economic structure of the City, and will thereby serve the public purposes of the Act.

SECTION 2. The Preliminary Agreement between the City and the Company providing for the preliminary agreements of the parties with respect to the Bonds, substantially in the form attached hereto as Exhibit "A" (the "Preliminary Agreement"), is hereby approved.

SECTION 3. The Mayor of the City or his designee is hereby authorized and directed to execute the Preliminary Agreement, with such modifications to the form thereof presented at this meeting as may be approved by the Mayor, in consultation with the City Attorney, and the City Clerk

of the City or her designee is hereby authorized and directed to attest such signature. The execution of the Preliminary Agreement by the Mayor or his designee shall constitute conclusive evidence of the approval of the final form thereof.

SECTION 4. The officials and employees of the City, the City Attorney and the City's Bond Counsel are hereby further authorized to proceed, upon execution of the Preliminary Agreement, with the undertakings provided for therein on the part of the City, subject to the terms and conditions set forth in the Preliminary Agreement.

SECTION 5. All covenants, stipulations, obligations and agreements of the City contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the City Commission or any officer, agent or employee of the City in his or her individual capacity, and neither the members of the City Commission nor any official or employee of the City with other responsibilities hereunder shall be liable personally under this Resolution or shall be subject to any personal liability or accountability by reason hereof.

SECTION 6. All resolutions or parts thereof in conflict herewith are to the extent of such conflict superseded and repealed.

SECTION 7. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of January, 2015.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

RM:7619691:2

EXHIBIT A

FORM OF PRELIMINARY AGREEMENT

PRELIMINARY AGREEMENT FOR ISSUANCE OF REVENUE BONDS

This Agreement is made and entered into as of the ___ day of January, 2015 (the "Commencement Date") between the City of Pompano Beach, Florida (the "City"), a Florida municipal corporation, and John Knox Village of Florida, Inc., a Florida not-for-profit corporation (the "Company").

W I T N E S S E T H:

1. Preliminary Statement. Among the matters of mutual understanding which have resulted in the execution of this Agreement are the following:

a. The Florida Constitution, the City Charter of the City, Chapter 166, Florida Statutes, as amended, the Florida Industrial Development Financing Act (Section 159.25 et seq., Florida Statutes), as amended and other applicable law (collectively, the "Act") provide that the City may issue revenue bonds and loan the proceeds thereof to one or more persons, firms or private corporations, to finance and refinance the costs of certain qualifying facilities and improvements.

b. The Company currently provides independent living, assisted living and health care facilities within the City (the "Facilities") to senior citizens. The Company has requested that the City issue its revenue bonds to be designated as "Revenue Bonds (John Knox Village Project), Series 2015" (or such other designation as provided in the hereinafter defined Loan Agreement) on a tax-exempt basis, in one or more series, in an aggregate principal amount of not exceeding $40 million (the "Bonds"), for the principal purpose of financing and refinancing, or reimbursing the Company for, the cost of certain capital improvements for or to the Facilities, including, without limitation, the purchase of new audio visual equipment, information technology wiring and upgrades, replacement of any elevator, installation of a visitor management system, construction and equipping of a new health care center, implementation of electronic health records in the health center and miscellaneous renovations, equipment and other improvements (as such capital improvements will be finally described in the Loan Agreement) (collectively, the "Project"). Proceeds of the Bonds will also be used to fund any necessary reserves for the Bonds and pay costs associated with the issuance of the Bonds. The City will make a loan of the proceeds of the Bonds to the Company in accordance with the Act (the "Loan") pursuant to a written loan agreement to be entered into by the City and the Company contemporaneously with the issuance of the Bonds (the "Loan Agreement").

c. The City and the Company now desire to enter into this Agreement to set forth the basis on which the Bonds are contemplated to be issued by the City and as an inducement to the City to issue the Bonds.

2. Undertakings on the Part of the City. Subject to the terms and conditions hereof, the City agrees as follows:

a. Subject to subsequent action of the City required by the Act and the Internal Revenue Code of 1986, as amended (the "Code"), including the enactment of a resolution authorizing the Bonds and the holding of a public hearing with respect to the same for purposes of the Code, the City will cause the City Commission of the City (the "City Commission") to consider the authorization of the issuance of the Bonds in an aggregate principal amount necessary and sufficient to finance the cost of the Project, but not in excess of $40 million. The final aggregate principal amount of the Bonds shall be agreed upon by the City and the Company and set forth in the Loan Agreement.

b. Assuming the City Commission authorizes the issuance of the Bonds, the City will cooperate with the Company and with the underwriters or purchasers of the Bonds and the Company's Bond Counsel, to the extent reasonably necessary and without requiring the expenditure of its funds except as contemplated herein, with respect to the issuance and sale of the Bonds and will take such further action and authorize the execution of such documents as shall be mutually satisfactory to the City and the Company for the authorization, issuance and sale of such Bonds and the use of the proceeds thereof to finance and refinance the Project and for the other purposes related to the Bonds mentioned herein.

3. Undertakings on the Part of the Company. The Company represents and warrants to the City, and subject to the terms and conditions hereof the Company agrees, as follows:

a. The Company represents that (i) it is financially capable and willing (1) to fulfill its obligations to repay the Loan in the amounts and at the times to be required by the Loan Agreement, (2) to operate, repair and maintain the Facilities and the Project at its own expense, and (3) to fulfill any other obligations and responsibilities imposed on it under any agreements between the Company and the City relating to the Loan, at its own expense, and (ii) the Project shall make a significant contribution to economic growth of the City, including the provision of gainful employment, and advances the public health and general welfare of the City and its residents. The Company represents that each component of the Project is permitted by the Act.

b. The Company will use reasonable efforts to ensure that the Bonds in an aggregate principal amount not exceeding $40 million are sold; provided, however, that the terms of such Bonds and of the sale and delivery thereof shall be in compliance with the Act and this Agreement.

c. Prior to the issuance of the Bonds, the Company will enter into the Loan Agreement with the City, the terms of which shall be mutually agreeable to the City and Company, providing for the Loan and the use of the proceeds of the Bonds to finance and refinance the Project and for the other purposes related to the Bonds mentioned herein.

d. The Company shall, in addition to paying the amounts set forth in the Loan Agreement, pay all costs of operation, maintenance, taxes, governmental and other charges which may be assessed or levied against or with respect to the Project.

e. The Company holds the City, the members of the City Commission of the City, and the City's officers, agents and employees free and harmless from any loss or damage and from any taxes or other charges levied or assessed by reason of any mortgaging or other disposition of the Project. The Company further holds the City, the members of the City Commission of the City, and the City's officers, agents and employees, harmless from any and all cost, expense, charges or liability, including payment of all applicable costs and reasonable attorneys' fees, arising out of or attributable to the City's execution of this Agreement and the authorization and/or issuance of the Bonds, including but not limited to the repayment of principal of and interest or penalty on the Bonds and payment or reimbursement of any costs, fees, charges or other amounts that may become payable in any manner whatsoever relating to the Bonds, or relating to or arising on account of the City's execution of this Agreement and the authorization and/or issuance of the Bonds.

f. The Company shall be responsible for all fees and expenses associated with the issuance of the Bonds, including, without limitation, underwriter's discount, fees of agencies rating the Bonds and the fees and expenses of any trustee. The Company will pay to the City (or cause to be paid to the City from the proceeds of the Bonds to the extent available therefor) the following: (i) an administrative expense fee of $3,500 (the "Administrative Expense Fee"), (ii) a closing fee equal to .1% of the original aggregate principal amount of the Bonds (the "Closing Fee"), (iii) the fees and expenses of Greenspoon Marder, P.A., the City's Bond Counsel (including the fees and expenses of McCarter & English, LLP, special tax counsel to the City's Bond Counsel) (the "City Bond Counsel Fees"), based on hourly rates in effect from time to time and actual out of pocket expenses incurred in connection with rendering services to the City in connection with the Bonds; and (iv) all other reasonable fees and expenses of the City incurred in connection with the issuance of the Bonds, including costs of publishing necessary notices of public hearings required by the Code (the "Out-of-Pocket Expenses"). The Administrative Expense Fee shall be due and payable in full within ten (10) business days following the date on which the City adopts the resolution authorizing the issuance of the Bonds and shall be owed regardless of whether the Bonds are issued. The Closing Fee shall be due and payable in full on the date of issuance of the Bonds, and shall be owed only in the event that the Bonds are issued and sold. The City Bond Counsel Fees and the Out-Of-Pocket Expenses shall be due and payable in full on the date of issuance of the Bonds; provided that if the Bonds are not issued by

March 31, 2015 for any reason, the City Bond Counsel Fees and Out-Of-Pocket Expenses incurred through that date shall be due and payable in full by April 15, 2015.

4. General Provisions

a. The City's execution of this Agreement and the approval by the City Commission of the authorization of the Bonds and/or the issuance of the Bonds shall not be construed as an approval of any zoning application, nor approval or acquiescence to the alteration of existing zoning or land use or approval of any regulatory permits in connection with the Project or as creating any vested rights with respect to any land use regulations, and the City shall not be construed by virtue of its execution of this Agreement or authorization and/or issuance of the Bonds to have waived, or be estopped from asserting, any authority or responsibilities it may have in that regard.

b. The Company understands that the City has not done any due diligence on the Project or the Bonds; and the Company shall make no representations to the contrary. The City makes no representation as to (i) the exclusion from gross income for federal income tax purposes of interest on the Bonds, (ii) the creditworthiness of the Company or the financial viability of the Project, or (iii) the likelihood of the repayment of the debt service on the Bonds and shall make no representation regarding these matters in Loan Agreement or any documentation relating to the Bonds to which it is a party. Additionally, the City's execution of this Agreement and the approval by the City Commission of the authorization of the Bonds and/or the issuance of the Bonds shall not be construed as a recommendation to any prospective purchaser of the Bonds, or approval by the City of the financial feasibility of the Project or of any financial matters with respect to the Project, the Company or the Bonds; and the Company shall make no representation to the contrary.

c. The City's execution of this Agreement and the approval by the City Commission of the authorization of the Bonds shall not be deemed to create any obligation or liability, pecuniary or otherwise, of the City in any respect whatsoever, including with respect to the issuance or sale of the Bonds or the financing, acquisition, construction or operation of the Project.

d. The City shall not undertake any continuing disclosure obligations with respect to the Bonds for purposes of Rule 15c2-12 of the Securities and Exchange Commission. The City's representations and warranties in any federal tax certificate to be executed by the City in connection with the Bonds will reflect that the same are based solely on the representations and warranties made by the Company to the City with respect to the Project and the Bonds. Any filings relating to rebate required by the Code to be made by the City with respect to the Bonds will be at the Company's sole expense, and will indicate that the information therein is provided by the Company and that the City makes no representation or warranty with respect thereto.

e. Either (i) the Bonds shall have an investment grade rating at the time of issuance thereof, with or without credit enhancement, or (ii) the Bonds shall be offered for sale and sold only to "qualified institutional buyers" within the meaning of the Federal securities laws.

5. Additional Matters Relating to the Loan Agreement and Other Financing Instruments and Documents.

a. The Loan Agreement between the City and the Company shall, under terms agreed upon by the parties, provide for payments to be made by the Company in such sums as shall be necessary to pay the amounts required under the Act, including the principal of and interest and redemption premium, if any, on the Bonds, as and when the same shall become due and payable and all other expenses related to the issuance and delivery of the Bonds.

b. In the Loan Agreement and other financing instruments and documents related to the Bonds to which the City is a party, the City will make no warranty, either expressed or implied, that the proceeds of the Bonds will be sufficient to pay all costs of the Project or that those facilities encompassed by the Project will be suitable for the Company's purposes or needs. The Company will agree in the Loan Agreement that if the cost of the Project exceeds the amounts allocated therefor, it shall be responsible for the payment of such excess costs and shall not be entitled to any reimbursement for any such excess either from the City, the bondholders or the trustees for the bondholders.

c. The Bonds, the Loan Agreement and the other financing documents and instruments relating to the Bonds will affirmatively state that the Bonds (i) do not constitute and will not be construed as a debt, liability, or obligation of the City, the State, or any subdivision thereof; (ii) do not constitute and will not be construed as a pledge of the faith and credit or any taxing power of the City or the State or any subdivision thereof; and (iii) will be limited obligations of the City payable solely from and secured by a pledge of payments made by the City and other funds provided therefore. No covenant or agreement contained in this Agreement, the Loan Agreement or other financing instruments and documents relating to the Bonds to which the City is a party shall be deemed to be a covenant or agreement of any member of the City Commission of the City or any officer, agent or employee of the City in his or her individual capacity and no member of the City Commission of the City and no officer, agent or employee of the City shall be personally liable with respect thereto or be subject to any personal liability or accountability by reason of the execution on behalf of the City thereof.

d. The Company shall agree in the Loan Agreement to pay all periodically recurring or on-going administrative and other expenses, and any extraordinary fee or expense, incurred by the City with respect to the Bonds or the Project for so long as any of the Bonds remains unpaid.

e. Any offering document, official statement, prospectus or similar document used in marketing the Bonds will include a statement to the effect that owners of the Bonds may not look to the City for payment of the Bonds and interest or premium thereon or other payments in respect thereto and will not otherwise reference the City in any context, except as approved by the City Attorney of the City, in consultation with the City's bond counsel.

f. Any bond purchase agreement among the City, the Company and the underwriter(s) of the Bonds shall contain customary indemnification of the City by the Company and such underwriter(s), including with respect to any claims or liabilities arising in connection with the public offering of the Bonds.

6. Term; Termination. The term of this Agreement (the "Term") shall commence on the Commencement Date and continue until April 1, 2015, subject to extension in writing by the mutual agreement of the parties hereto. The obligations of the Company set forth herein shall survive the termination of the Term of this Agreement.

7. Third Party Beneficiaries; Binding Effect; Superseder.

a. All covenants and agreements herein contained by or on behalf of the City and the Company shall bind and inure to the benefit of the respective successors and assigns of the City and the Company whether so expressed or not. Notwithstanding the foregoing or anything to the contrary herein, the City's Bond Counsel shall be an express third party beneficiary of the provisions of this Agreement relating to the payment of the fees and expenses of such party and of McCarter & English, LLP and shall be entitled to seek enforcement of such provisions. Except as provided in this subsection, this Agreement is not intended to create any right of a third party beneficiary.

b. The City and the Company intend for this Agreement to supersede the subject matter of that certain Interlocal Agreement (the "Interlocal Agreement") previously executed by the City and the Florida Development Finance Corporation ("FDFC") and joined in by the Company, and for such Interlocal Agreement to be of no force and effect following the City's authorization of the Bonds, as evidenced by its adoption of a resolution accomplishing such authorization (the "Authorizing Resolution"). Promptly following the adoption of the Authorizing Resolution, the Company will notify FDFC in writing of the foregoing and the Company (at no expense to the City) shall take such other actions as necessary to cause the Interlocal Agreement to be terminated prior to the issuance of the Bonds. The Company agrees that it will not request or cause FDFC to issue bonds or other obligations to finance the Project or any portion thereof unless the Bonds are not issued on or before March 31, 2015.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Commencement Date.

CITY OF POMPANO BEACH, FLORIDA

_____

By: Mayor

ATTEST:

_____

By: City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:_____
City Attorney

JOHN KNOX VILLAGE OF FLORIDA, INC.

By: _____
Name: ROBERT SCHARMANN
Title: PRESIDENT

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Meeting Date: January 13, 2015 Agenda Item 11

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance X Resolution ____ Consideration ____ Workshop ____ Initiative

SHORT TITLE OR MOTION

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, SUPPORTING CLOSING THE SOUTH BOUND RIGHT-TURN LANE OF NORTH RIVERSIDE DRIVE AT EAST ATLANTIC BOULEVARD (S. R. 814); TO PROVIDE FOR BETTER OPTIONS FOR OUTDOOR AMENITIES; PROVIDING AN EFFECTIVE DATE. (NO COST)

Summary of Purpose and Why: The owners of the Bridgetown-Taha property at the corner of North Riverside Drive would like to remodel their buildings and reconfigure their property. As part of the project they would like to eliminate the western lane of traffic on Riverside Drive to provide a larger sidewalk for outdoor amenities. Attached is a request for the resolution of support, letter of support from the CRA, the site plan and an excerpt from the traffic study.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Ed Ploski Developer Representative
(2) Primary staff contact: Robert McCaughan Ext 4507
(3) Expiration of contract, if applicable: NA
(4) Fiscal impact and source of funding: NA

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	12-22-14	APPROVE	
Public Works	12-22-14	APPROVE	
Legal	12/29/14	—	

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

City Attorney's Communication #2015-357
December 17, 2014

TO: Alessandra Delfico, P.E., City Engineer

FROM: Gordon B. Linn, City Attorney

RE: Resolution Supporting Traffic Study

Pursuant to your email dated December 16, 2014, I have prepared and attached the following captioned resolution:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, SUPPORTING CLOSING THE SOUTH BOUND RIGHT-TURN LANE OF NORTH RIVERSIDE DRIVE AT EAST ATLANTIC BOULEVARD (S. R. 814); TO PROVIDE FOR BETTER OPTIONS FOR OUTDOOR AMENITIES; PROVIDING AN EFFECTIVE DATE.**

Should you wish to add or amend the "Whereas" clauses, please let us know.

GORDON B. LINN

/jrm
l:cor/engr/2015-357

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, SUPPORTING CLOSING THE SOUTH BOUND RIGHT-TURN LANE OF NORTH RIVERSIDE DRIVE AT EAST ATLANTIC BOULEVARD (S. R. 814); TO PROVIDE FOR BETTER OPTIONS FOR OUTDOOR AMENITIES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the closing of the south bound right-turn lane of North Riverside Drive at East Atlantic Boulevard ("Closure") would provide better options for outdoor amenities such as wider sidewalks and on-street parking; and

WHEREAS, a traffic study has shown that the number of affected south bound vehicles by the Closure will remain a low number; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. The City Commission hereby supports the closure of the southbound right-turn lane of N. Riverside Drive at East Atlantic Boulevard.

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/17/14
L:reso/2015-144

CORPORATE PROPERTY SERVICES, INC.
1239 E. NEWPORT CENTER DRIVE • SUITE 113 • DEERFIELD BEACH, FLORIDA 33442

December 16, 2014

Ms. Alessandra Delfico P.E. City Engineer
Engineering/ Public Works Department
City of Pompano Beach
1201 NE 5th Avenue
Pompano Beach, Fl. 33060

RE: REQUEST FOR REMOVAL OF SOUTH BOUND TURN LANE SITE PLAN - BRIDGETOWN- TAHA PROPERTY APPLICATION P & Z 13-12000033 DRC Comments 11/5/2014

Dear Alessandra:

For the last two years we have been working with the City of Pompano Beach CRA and Development Review Committee staff on a site plan for the redevelopment of the property. Early in this process, CRA staff recommended the closing of the south bound right turn lane from North Riverside Drive to E. Atlantic Boulevard. According to the CRA Engineer Horacio Danovich, a traffic study for removing this turn lane was completed in 2011. In the DRC site plan application review process the Engineering Department required a Traffic Engineering Study to remove the turn lane. The property owner has provided this study. A copy of the Traffic Engineering Study along with current redevelopment plans are attached with this letter. The Traffic Engineering Study concludes that southbound approach of the study intersection can be modified by reducing the number of lanes from three to two. The two remaining lanes should be assigned as a shared left-turn/through lane and dedicated right-turn lane. With the above street modifications, the southbound approach is projected to operate at level of service "A" during the AM peak hour and at level of service "B" during the afternoon peak period.

We will attend the City Commission hearing when the proposed Resolution is discussed and will answer any questions the Commission may have on this request.

Sincerely,

Edward P. Ploski AICP
Project Coordinator

Enclosure
cc email: Nader & Kelly Taha- Property Representatives
Juan Ayala- CRA Project Manager

(954) 426-5144 • FAX (954) 570-3391
REGULATORY LAND USE CONSULTANT
CERTIFIED GENERAL CONTRACTOR
CGC 044277

CRA
POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 786-5535
Fax: (954) 786-7836

December 17, 2014

City Commission
City of Pompano Beach

RE: Bridgetown - Taha Property P&Z 13-12000033
Removal of Southbound Turn Lane on N. Riverside Dr.

This letter is in support of the agenda item seeking Commission approval to remove the existing southbound right turn lane adjacent to the above referenced project site.

Since 2011 CRA Staff, with help from a Registered Traffic Engineer (Calvin, Giordano and Associates, Inc.), has evaluated and analyzed existing traffic conditions at the intersection of N. Riverside Drive and Atlantic Boulevard. The purpose of the analysis was to identify the necessary improvements needed to create a more inviting environment conducive to pedestrian-friendly activities (i.e., wider sidewalks, outdoor seating areas, lush landscape, on-street parking, etc.). The improvements to the public streetscapes will enhance the East CRA (ECRA) area and the proposed project itself and will further the goals of the ECRA to encourage redevelopment. The recommendation for removal of the turn lane was proposed by Horacio Danovich, CRA Engineer, upon learning about the proposed improvements to the Taha site.

Since the beginning, discussions with the Applicant and City Staff centered on removing the turn lane to facilitate the construction of pedestrian-oriented facilities (sidewalks) and/or on-street parking. Although the plans evolved and currently only include sidewalks due to setback and/or right-of-way dedication requirements, the plan to remove the turn lane has been part of the process since the beginning of the project. The various City of Pompano Beach departments responsible for plan review have been involved in the discussions from the beginning. Moreover, Broward County requested City Commission approval as a condition of their approval.

The traffic study completed in 2011 indicated that the southbound approach to the intersection can be modified by reducing the number of lanes from three to two with little impact. The turning counts (200+) are expected to remain the same. The through southbound traffic, which accounts for less than 10% of the total traffic, would be absorbed by a shared lane. In essence, the two remaining lanes would be assigned as a shared left-turn and through lane. The removal of the dedicated right turn lane would create a longer queue approaching the intersection during peak hours, however, it will not cause a significant impact to traffic and will be beneficial to pedestrians. The results of the 2011 study were also supplemented by a report conducted in 2014 on behalf of the Applicant with similar recommendations.

CRA
POMPANO BEACH

P. O. Drawer 1300
Pompano Beach, FL 33061

Phone: (954) 786-5535
Fax: (954) 786-7836

As prepared, the plans effectively eliminate the turn lane and maximize facilities that can be enjoyed by pedestrians. Therefore, CRA Staff is recommending approval.

Juan C. Ayala
CRA Project Manager

CC: Chris Brow, CRA Co-Executive Director
Horacio Danovich, CRA Engineer
Natasha Alfonso, CRA Planner

Traf Tech
ENGINEERING, INC.

February 19, 2014

Mr. Ed Ploski, AICP
Corporate Property Services, Inc.
1239 E. Newport Center Drive, Suite 113
Deerfield Beach, Florida 33442

Re: Bridgetown Pompano Beach – Traffic Engineering Study

Dear Ed:

Per your request, Traf Tech Engineering, Inc. conducted the following analyses in connection with the Bridgetown Taha Marine project planned to be located on the northwest corner of the intersection of East Atlantic Boulevard and North Riverside Drive in the City of Pompano Beach in Broward County, Florida.

- Intersection Analysis in order to determine if the southbound approach can operate with two lanes (one shared left-turn/through lane and an exclusive right-turn lane)

For these analyses, the following tasks were undertaken:

1) Determined the trip generation associated with the proposed retail/restaurant development. This information is presented in Table 1. The site plan associated with the Bridgetown Taha Marine development is attached to this report.

2) Conducted AM and PM peak period intersection turning movement counts at the intersection of East Atlantic Boulevard and North Riverside Drive. The results of the existing traffic counts are attached to this Technical Memorandum.

3) Obtained the existing signal timing plan for the study intersection. The existing signal timing data is attached.

4) Determined the percentage of project trips arriving from the different directions. Based on the existing transportation network located in the area, 70% of the project trips were assumed to arrive/depart to and from the west via East Atlantic Boulevard and the remaining 30% to and from the east.

5) Developed 2015 future traffic volumes for the study intersection of East Atlantic Boulevard and North Riverside Drive. In order to reflect peak season conditions, the traffic counts conducted on February 4, 2014 were adjusted to reflect peak season conditions based on FDOT's peak season adjustment factors (subject adjustment factors are attached).

8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989

Additionally, a two percent (2%) traffic growth factor was used to project 2014 traffic counts to 2015 traffic conditions. Additionally, traffic associated with a future project (Riverside Promenade) was also accounted for as part of this analysis. The Riverside Promenade development is also contemplating minor traffic re-assignment within this area. The traffic re-assignment was also taken into account as part of this evaluation. The future traffic projects are presented in tabular format and are attached to this traffic report.

6) Conducted SYNCHRO analyses for the study intersection using the future traffic volumes. The analyses indicate that:

   - The southbound approach of the study intersection can be modified by reducing the number of lanes from three to two. The two remaining lanes should be assigned as a shared left-turn/through lane and a dedicated right-turn lane. With the above street modifications, the southbound approach is projected to operate at level of service "A" during the AM peak hour and at level of service "B" during the afternoon peak period.

Please give me a call if you have any questions.

Sincerely,

TRAF TECH ENGINEERING, INC.

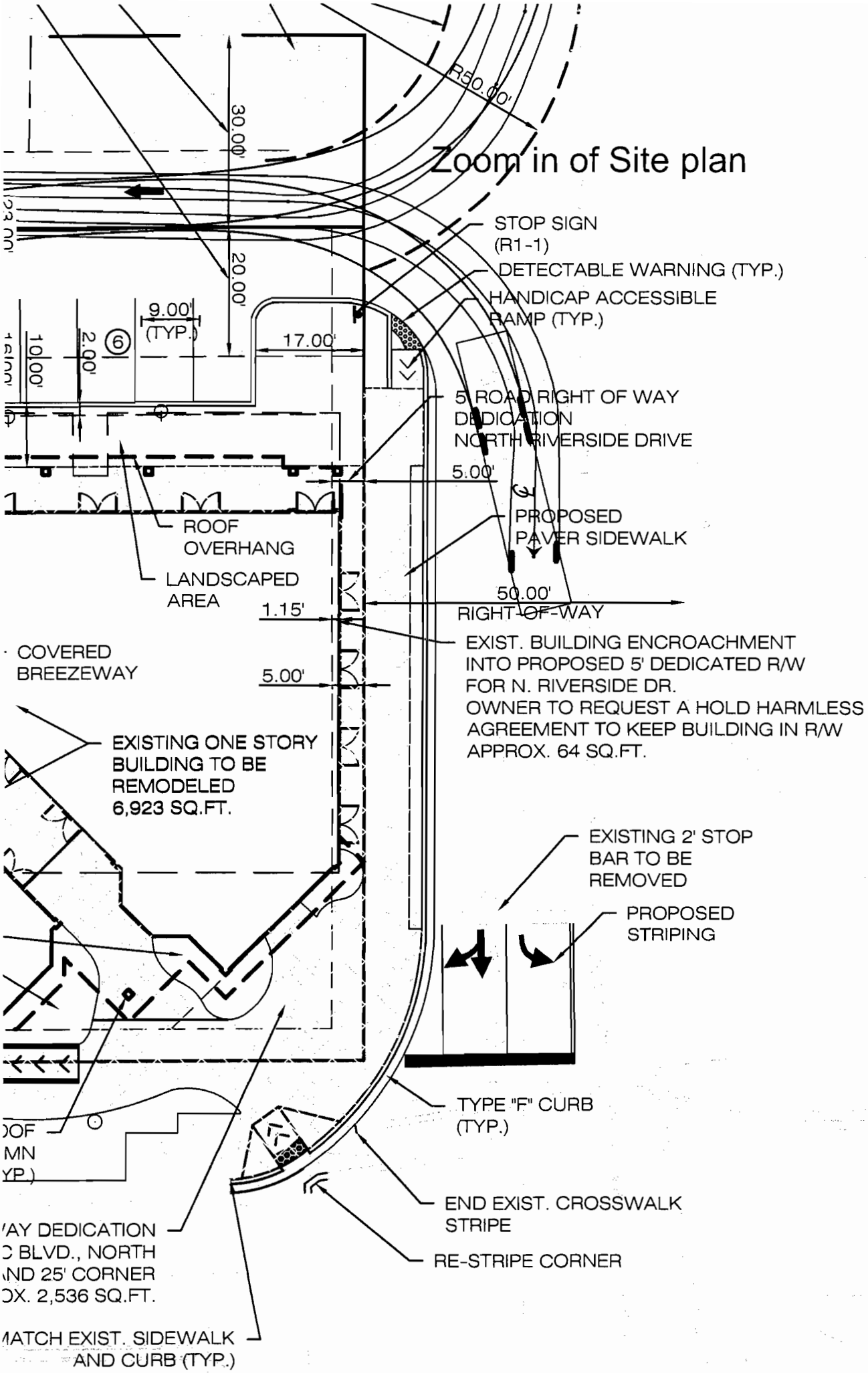
Joaquin E. Vargas, P.E.
Senior Transportation Engineer

TABLE 1
Trip Generation Summary (Proposed Uses)
Bridgetown Taha Marine

Land Use	Size	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total Trips	Inbound	Outbound	Total Trips	Inbound	Outbound
Retail	7,543	1,266	32	20	12	106	51	55
Restaurant	6,263	563	5	3	2	47	31	16
External Trips	**13,806**	**1,829**	**37**	**23**	**14**	**153**	**82**	**71**

Source: ITE Trip Generation Manual (9th Edition)

Traf Tech
ENGINEERING, INC.



LAND

A PAR
SAID

THE S
ONE-
INTRA
FURT
CONV
THE F

SAID

AND

GENERA

1. BUILDIN
2. ROOF T
3. DUMPST
4. EXISTIN
CLOS
5. PROPER
BEAC
6. PROPER
ALON
7. PROJEC

Meeting Date: 1/13/15

Agenda Item 12

REQUESTED COMMISSION ACTION:

X Consent	Ordinance	X Resolution	Consideration/ Discussion	Presentation

SHORT TITLE A Resolution of the City Commission of the City of Pompano Beach, Florida, approving and authorizing the proper City Officials to execute a Closing Agreement among the City of Pompano Beach, Sheltair Pompano Beach, LLC, and the Commissioner of the Internal Revenue and a Consent To Disclose Tax Information relating to the Special Facility Airport Revenue Bonds; Providing an effective date. (NO COST)

Summary of Purpose and Why:

In 2008 the City of Pompano Beach (the City) issued Special Facility Airport Revenue Bonds, adjustable rate series 2008-D-1 (the Bonds) as a conduit for Sheltair Pompano Beach, LLC (Sheltair) to allow for the financing of certain improvements, **on a tax exempt basis**, to property leased by Sheltair at the Pompano Beach Airpark. Through a review process by Sheltair, an instance of non-compliance with Internal Revenue Code rules governing the issuance of the bonds was discovered. The instance of non-compliance relates to an IRS requirement that the bond proceeds for the acquisition of existing buildings, "rehabilitation expenditures" with respect to such buildings financed with the proceeds of the bonds must equal at least 15% of the portion of the cost of acquiring such buildings financed with the proceeds of the bonds, which rehabilitation expenditures must be incurred within 2 years after the later of (i) the date on which the buildings were acquired or (ii) the date on which the bonds were issued. In an effort to resolve such non-compliance, in December 2013, the City (as the issuer of the bonds) at the request of Sheltair, approved submission of a settlement request to the IRS under the Voluntary Compliance Agreement Program (the Request).

This Resolution is to approve and authorize a Closing Agreement between the City (as Issuer), Sheltair Pompano Beach, LLC (as the Borrower), and the Commissioner of the Internal Revenue, and a Consent to Disclose Tax Information relating to the Special Facility Airport Revenue Bonds. The Agreement outlines agreed upon penalties due the IRS by Sheltair as a result of the IRS's review of the instance of non-compliance.

Sheltair is 100% responsible for any and all costs, expenses and liabilities arising from any settlement agreement with the IRS.

(1) Origin of request for this action: Finance Department
(2) Primary staff contact: Suzette Sibble, Finance Director Ext. 4680
(3) Expiration of contract, if applicable: NA
(4) Fiscal impact and source of funding: NA

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	12/29/14	Approval	S. Sibble
City Attorney	12/29/14		
Budget	12-30-14	Approval	

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance		Resolution		Consideration	
Workshop					
1st Reading		1st Reading		Results:	Results:
2nd Reading					

City Attorney's Communication #2015-352
December 15, 2014

TO: Suzette Sibble, Finance Director

FROM: Gordon B. Linn, City Attorney

RE: Resolution – Closing Agreement and Consent Regarding Special Facility Airport Revenue Bonds

The above-referenced resolution is attached and captioned as follows:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CLOSING AGREEMENT AMONG THE CITY OF POMPANO BEACH, SHELTAIR POMPANO BEACH, LLC, AND THE COMMISSIONER OF THE INTERNAL REVENUE AND A CONSENT TO DISCLOSE TAX INFORMATION RELATING TO THE SPECIAL FACILITY AIRPORT REVENUE BONDS; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

GORDON B. LINN

GBL/jrm
l:cor/finance/2015-352

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CLOSING AGREEMENT AMONG THE CITY OF POMPANO BEACH, SHELTAIR POMPANO BEACH, LLC, AND THE COMMISSIONER OF THE INTERNAL REVENUE AND A CONSENT TO DISCLOSE TAX INFORMATION RELATING TO THE SPECIAL FACILITY AIRPORT REVENUE BONDS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement among the City of Pompano Beach, Sheltair Pompano Beach, LLC, and the Commissioner of the Internal Revenue, and a Consent to Disclose Tax Information relating to the Special Facility Airport Revenue Bonds, copies of which are attached hereto and incorporated by reference as if set forth in full, are hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement and Consent.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/15/14
l:reso/2015-142

CLOSING AGREEMENT ON FINAL DETERMINATION COVERING SPECIFIC MATTERS

Under section 7121 of the Internal Revenue Code of 1986, as amended (the "Code"), City of Pompano Beach, Florida EIN 59-6000411 (the "Issuer"), Sheltair Pompano Beach, LLC EIN (26-2939611) (the "Borrower"), and the Commissioner of Internal Revenue (the "IRS") make this closing agreement (the "Agreement").

WHEREAS, this Agreement is based on the following facts and representations:

A. This Agreement is in settlement of issues raised in a request for a voluntary closing agreement pertaining to the $6,880,000 City of Pompano Beach, Florida Special Facility Airport Revenue Bonds (Holland Sheltair Aviation Group — Pompano Beach Project), Adjustable Rate Series 2008D-1 (the "Bonds"), issued on December 22, 2008.

B. The Issuer and Borrower make the following representations:

   1. The Bonds were issued and sold under the representation to bondholders that the Bonds comply with all provisions of the Code such that interest on the Bonds is not included in the bondholders' gross income.

   2. The Bonds were issued to among other things finance the cost of the acquisition of a leasehold interest in existing airport facilities consisting of a fixed base operation facility whose first use was not pursuant to the acquisition.

   3. Rehabilitation expenditures of 15 percent of the portion of the cost of acquiring existing airport facilities financed with the net proceeds of the issue were not made within 2 years after the date on which the facilities were acquired. By December 21, 2010 the Borrower had completed $354,139 of qualifying rehabilitation expenditures required by section 147(d) of the Code.

   4. Rehabilitation expenditures of more than 15 percent of acquisition expenditures were made by February 2013.

C. Based on the representations of the Issuer and Borrower in paragraph B, the IRS has a basis to conclude that interest on the Bonds is not excludable from the bondholders' gross income pursuant to section 103(b) because the Bonds are nonqualified private activity bonds because a portion of the net proceeds of the Bonds were used to acquire existing property and the requirements for the exception provided in section 147(d)(2) of the Code were not met.

D. The IRS has not formally asserted any claims against the Issuer or Borrower, or sought to tax interest on the Bonds.

E. The Issuer, the Borrower and the IRS desire to resolve the violations described in paragraph C.

F. The terms of this Agreement were arrived at pursuant to negotiation among the Issuer, the Borrower and the IRS and may differ from the settlement terms of other closing agreements.

G. Payment of the Settlement Amount defined below shall be made from sources other than proceeds of bonds described in sections 103, 54A or 54AA of the Code.

NOW, IT IS HEREBY DETERMINED AND AGREED PURSUANT TO THIS AGREEMENT EXECUTED BY THE PARTIES HERETO UNDER SECTION 7121 OF THE CODE THAT FOR FEDERAL INCOME TAX PURPOSES:

1. Prior to the execution of this Agreement by the IRS, the Issuer shall cause to be electronically paid the sum of $74,940.52 (Seventy Four Thousand Nine Hundred Forty Dollars and Fifty Two Cents) (the "Settlement Amount") to the U.S. Treasury via the Electronic Federal Tax Payment System and in accordance with the directions contained in Exhibit A of this Agreement.

2. The Settlement Amount is not refundable or subject to credit or offset under any circumstance.

3. The Settlement Amount or any portion thereof paid by or on behalf of the Issuer shall not be deductible or amortizable for federal income tax purposes by any person.

4. The Settlement Amount shall not be treated as income to any person benefiting from this Agreement.

5. The bondholders shall not be required to include interest paid on the Bonds in gross income because of the specific violation identified in paragraph C.

6. The IRS may take any appropriate action, including requiring bondholders to include interest paid on the Bonds in gross income, for any violation not specifically listed in paragraph C that has occurred or will occur with respect to the Bonds.

7. This Agreement is not based upon an examination of the Bonds by the IRS and does not preclude or impede an examination of the Bonds, the Issuer, the Borrower, or any Bondholder with respect to matters not addressed herein.

8. This Agreement may not be cited or relied upon by any person or entity whatsoever as precedent in the disposition of any other case.

9. This Agreement is final and conclusive, except that:

   a. The matter it relates to may be reopened in the event of fraud, malfeasance, or misrepresentation of a material fact;

   b. It is subject to sections of the Code that expressly provide that effect be given to their provisions notwithstanding any other law or rule of law; and

c. If it relates to a tax period ending after the effective date of this agreement, it is subject to any law enacted after the Agreement date that applies to that tax period.

This space intentionally left blank.

By signing, the above parties certify that they have read and agreed to the terms of this Agreement.

ISSUER: City of Pompano Beach, Florida **EIN:** 59-6000411

By signing, I certify that I have the authority to execute this Agreement on behalf of Issuer

BY:

SIGNATURE

NAME (PLEASE PRINT)

TITLE

DATE

BORROWER: Sheltair Pompano Beach **EIN:** 26-2939611

By signing, I certify that I have the authority to execute this Agreement on behalf of Borrower

BY: Gerald M Holland, M.M.

SIGNATURE

Gerald M. Holland

NAME (PLEASE PRINT)

Managing Member + CEO

TITLE

1/5/15

DATE

COMMISSIONER OF INTERNAL REVENUE:

BY:

SIGNATURE

Karen A. Skinder, Acting Manager,
Tax Exempt Bonds Compliance & Program
Management

NAME AND TITLE

DATE

"CITY"

Witnesses:

CITY OF POMPANO BEACH (ISSUER)

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____ (SEAL)
MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Exhibit A

Taxpayer Information Worksheet for Electronic Federal Tax Payment System Deposit

This Agreement requires the electronic deposit of an amount to the U.S. Treasury through the Electronic Federal Tax Payment System (EFTPS) as a term for resolution of certain identified matters related to the tax-advantaged treatment of interest paid on a municipal obligation. This payment must be deposited in accordance with the directions contained herein.

Please carefully review the taxpayer information listed below and immediately report any errors to the IRS Tax Exempt Bonds employee assigned to your case. If, to the best of your knowledge, the information is correct, then please deposit all required payments through the EFTPS (either *EFTPS – Direct* or *EFTPS – Through a Financial Institution*) accurately and in accordance with this information and the terms of this Agreement.

1. Total Amount of Tax Deposit: $74,940.52
2. Taxpayer's Employee Identification Number (EIN): **59-6000411**
3. Taxpayer Name Control (4 characters): **CITY**
4. Taxpayer Name (up to 35 characters): **City of Pompano Beach, Florida**
5. Tax Type (5 characters): **80384**
6. Tax Year (2 digits): **08**
7. Tax Month (2 digits): **12**

Your financial institution may call the EFTPS Financial Institution Helpline for questions or assistance at **1-800-605-9876** (Monday – Friday, 8:00 a.m. – 8:00 p.m., Eastern Standard Time).

NOTE: If you are not enrolled in *EFTPS – Direct* or *EFTPS – Through a Financial Institution*, or otherwise wish to use the Same Day Payment option, then please provide your financial institution with the information listed above and direct them to accurately deposit your payments utilizing the following routing and account numbers: **Note that the *Receiving ABA/Routing Number, Receiving FI Name, Tax Type* (under *Beneficiary)* and *Beneficiary FI* indicated below do not change.**

Receiving ABA/Routing Number: **091036164 FRB MPLS ETA**
Receiving FI Name: **US TREAS SINGLE TX**
Beneficiary: **59-6000411:CITY:Cityof PompanoBeach,Florida:80384:08:12**
Beneficiary FI: **20092900IRS**

If the financial institution has difficulty transmitting the EFTPS same-day payment, please call **1-800-382-0045** (Monday – Friday, 7:45 a.m. – 4:30 p.m. Central Standard Time) to receive assistance from a Customer Service Representative at the Minneapolis Federal Reserve Bank.

CONSENT TO DISCLOSE TAX INFORMATION

I hereby consent, pursuant to section 6103(c) of the Internal Revenue Code of 1986 (as amended), to the disclosure of return information (as defined in section 6103(b)(2)) relating to the Closing Agreement (Agreement) between City of Pompano Beach, Florida EIN (59-6000411) (the "Taxpayer"), Sheltair Pompano Beach EIN (26-2939611) (the "Borrower"), and the Commissioner of Internal Revenue pertaining to the $6,880,000 City of Pompano Beach, Florida Special Facility Airport Revenue Bonds (Holland Sheltair Aviation Group — Pompano Beach Project), Adjustable Rate Series 2008D-1, executed by the Taxpayer on _____, as follows:

The Internal Revenue Service may disclose the existence and subject matter of the Agreement to the extent that the Internal Revenue Service deems necessary to correct any material misstatement with respect to the Agreement in response to a public statement by Taxpayer or Borrower, or an agent of Taxpayer or Borrower.

Such disclosure may be made to Members of Congress, the press, and the general public, and may be made by any means, including press releases and notices in Internal Revenue Service publications.

I am aware that in the absence of this authorization, the returns and return information of City of Pompano Beach, Florida are confidential and may not be disclosed except as authorized by the Internal Revenue Code.

I certify that I have the authority to execute this consent on behalf of Taxpayer.

Taxpayer Name: City of Pompano Beach, Florida

Taxpayer TIN: 59-6000411

Taxpayer Address: 100 West Atlantic Boulevard, Fourth Floor,
Pompano Beach, Florida 33060

By: _____

Title: _____

Signature: _____

Date: _____

Meeting Date: January 13, 2015 Agenda Item 13

REQUESTED COMMISSION ACTION:

X	Consent	Ordinance	Resolution	Consideration/ Discussion	Presentation

SHORT TITLE APPOINTMENT TO THE CULTURAL ARTS COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **HAZEL ARMBRISTER** TO THE CULTURAL ARTS COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER EDWARD PHILLIPS TO COINCIDE WITH THE TERM OF THE APPOINTING OFFICIAL; PROVIDING AN EFFECTIVE DATE.

Accomplishing this item supports achieving *Initiative 5.2.1.* "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

(1) Origin of request for this action: City Clerk's Office
(2) Primary staff contact: Mary L. Chambers/Asceleta Hammond Ext. 4611
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	12/30/14	Approve	
X City Manager			

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING HAZEL ARMBRISTER TO THE CULTURAL ARTS COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER EDWARD PHILLIPS TO COINCIDE WITH THE TERM OF THE APPOINTING OFFICIAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hazel Armbrister is well qualified to serve as a member of the Cultural Arts Committee of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That Hazel Armbrister is hereby appointed to the Cultural Arts Committee of the City of Pompano Beach, as appointee of Commissioner Edward Phillips to coincide with the term of the appointing official.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr.___ Mrs.___ Ms. X Miss___ Name: Hazel K. Armbrister
(Optional)

Residence Information:
Home Address: 1808 N.W. 6th Avenue
City/State/Zip: Pompano Beach, Florida 33060
Home Phone: 954-943-6511 Cell Phone: 954-263-4453
Email: N/A Fax: N/A

Business Information:
Employer/Business Name: Rock Road Restoration Historical Group, Inc.
Current Position / Occupation: President
Business Address: P.O. Box 668746
City/State/Zip: Pompano Beach, Florida 33066
Business Phone: 954-943-6511 Fax: N/A Email: N/A

Are you a U.S. Citizen? Yes X No___

Are you a resident of Pompano Beach? Yes X No___ Reside in District: 1__ 2__ 3__ 4 X 5__

Do you own real property in Pompano Beach? Yes X No___

Are you a registered voter? Yes X No___

Have you ever been convicted of a felony? Yes___ No X

Current or prior service on governmental boards and/or committees: Current- Air Park, Historic Preservation
Prior- Annexation, Zoning Board of Appeals

Please make a check next to the Advisory Boards/Committees you would like to serve on:

	Affordable Housing	X	Cultural Arts	X	Parks and Recreation
	Air Park		Education		*Planning & Zoning/Local Planning Agency
	Architectural Appearance		Emergency Medical Services		*Police & Firefighter's Retirement System
	Budget Review		*Employee's Board of Appeals		Pompano Beach Economic Development Council
	Charter Amendment		Employee's Health Insurance		Recycling & Solid Waste
	Community Appearance		*General Employee's Retirement System		Sand & Spurs Riding Stables
	*Community Development		Golf		Marine
	CRA East		Historic Preservation	X	*Unsafe Structures Social Problems
	CRA West		*Housing Authority of Pompano Beach		*Zoning Board of Appeals

*Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.

In addition a Resume may be attached

Education: Education studies into Masters, University of South Florida, Tampa

Experience: Bean Picker, Clerk, Volunteer, Educator, Community activist local, state, national

Past Positions: Annexation until all properties were voted into city boundaries.

Zoning Board of Appeals, resigned, appointed to Air Park

First Chairperson on the Historic Preservation Commitee

Hobbies: Sharing my views with others; Collecting Black Art; Traveling

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: Hazel K. Armbrister Date: June 9, 2011

Initials of Clerk or Deputy: MR Date received or confirmed: 6/9/11

Please check one: ___ New Application X Currently Serving on Board X Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

RESOLUTION NO. 2011- 221

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY OF POMPANO BEACH AMENDING POMPANO BEACH RESOLUTION NO. 98-141 BY AMENDING SECTIONS 4 AND 5 TO PROVIDE FOR SEVEN MEMBERS ON THE CULTURAL ARTS COMMITTEE AND ONE ALTERNATE MEMBER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Cultural Arts Committee in 1998; and

WHEREAS, the City Commission now wishes to increase the number of members of the Committee to provide for an alternate member; and

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Sections 4 and 5 of City of Pompano Beach Resolution No. 98-141, as subsequently amended, is hereby amended to read as follows:

SECTION 4. The membership of the Cultural Arts Committee~~, which previously consisted of ten (10) members,~~ shall ~~eventually~~ consist of ~~six (6)~~ seven (7) members who are residents of the City of Pompano Beach. ~~Upon the occurrence of the first vacancy, t~~The Mayor and each Commissioner shall nominate for appointment a member whose term shall coincide with the ~~remaining~~ term of the ~~Mayor~~ appointing official. ~~Thereafter, as a vacancy occurs the vacant position shall not be filled until the committee only has six (6) members unless the vacancy is that of a member appointed by the Mayor or is the only remaining appointee of a Commissioner.~~ Each newly elected or re-elected official shall appoint a member to succeed the prior appointee, or may reappoint the previous appointee. The City Commission shall appoint, upon nomination of any official, one (1) additional seventh member and one (1) alternate member of the Cultural Arts Committee, who are residents of the city. The said member and alternate shall be appointed for a term of three (3) years. An alternate member vacancy shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Cultural Arts Committee occur, the Chairman of the Committee shall have the right and authority to designate the alternate member to serve as a substitute member during the continuance of such absence or disqualification.

SECTION 5. ~~Upon the membership of the committee being reduced to six (6) members, one having been nominated by the Mayor and five (5) others, one by each Commissioner, a~~Any vacancy shall be filled by nomination for appointment by the Mayor if the vacancy is his/her appointment or by the Commissioner serving the district from which the vacancy occurred for a term of office which shall coincide with the term of the appointing official. A vacancy of the seventh member appointed by the City Commission shall be filled by the City Commission upon nomination by any official for the remainder of the three-year term. ~~Such appointment shall be made prior to June 1.~~ If the vacancy occurs during an unexpired term, such appointment shall be for the remainder of the unexpired term ~~by nomination of the elected official who appointed the member whose vacancy is being filled~~.

SECTION 2. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith be and the same are hereby revoked.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 10th day of May, 2011.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
4/12/11
l:reso/2011-254

RESOLUTION NO. 2005- 116

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY OF POMPANO BEACH AMENDING POMPANO BEACH RESOLUTION NO. 98-141 BY AMENDING SECTIONS 4 AND 5 TO PROVIDE FOR SIX (6) MEMBERS ON THE CULTURAL ARTS COMMITTEE AND ESTABLISHING A TERM OF OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission established the Cultural Arts Committee consisting of ten (10) members; and

WHEREAS, the City Commission now wishes to reduce the members of the Committee and establish a term of office for members; and

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Sections 4 and 5 of City of Pompano Beach Resolution No. 98-141 is hereby amended by creating new sections to read as follows:

> **SECTION 4.** The membership of the Cultural Arts Committee, which previously consisted of ten (10) members, shall eventually consist of six (6) members who are residents of the City of Pompano Beach. Upon the occurrence of the first vacancy, the Mayor shall nominate for appointment a member whose term shall coincide with the remaining term of the Mayor. Thereafter, as a vacancy occurs the vacant position shall not be filled until the committee only has six (6) members unless the vacancy is that of a member appointed by the Mayor or is the only remaining appointee of a Commissioner.
>
> **SECTION 5.** Upon the membership of the committee being reduced to six (6) members, one having been nominated by the Mayor and five (5) others, one by each Commissioner, any vacancy shall be filled by nomination for appointment by the Mayor if the vacancy is his/her appointment or by the Commissioner serving the district from which the vacancy occurred for a term of office which shall coincide with the term of the appointing official. Such appointment shall be made prior to June 1. If the vacancy occurs during an unexpired term, such appointment shall be for the remainder of the unexpired term by nomination of the elected official who appointed the member whose vacancy is being filled.

SECTION 2. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 3. All Resolutions or parts of Resolutions in conflict herewith be and the same are hereby revoked.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 25th day of January, 2005.

JOHN C. RAYSON, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
1/5/05
l:reso/2005-100

RESOLUTION NO. 2004- 303

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 98-141 TO PROVIDE FOR TWO ADDITIONAL MEMBERS OF THE CULTURAL ARTS COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Cultural Arts Committee by City Resolution No. 98-141 to consist of ten (10) members; and

WHEREAS, the City Commission now wishes to add two additional members to the Cultural Arts Committee; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That City Resolution No. 98-141 be and the same is hereby amended as follows:

. . .

Section 4: The membership of the Cultural Arts Committee shall consist of ~~ten (10)~~ twelve (12) people who are residents of the City of Pompano Beach. Each City Commission shall nominate for appointment two (2) members. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. Following each municipal election, each newly elected or re-elected Commissioner any every elected or re-elected Mayor shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1.

~~The City Commission shall appoint two (2) alternate members of the Cultural Arts Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject to~~

~~removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or disqualification of any member of the Cultural Arts Committee occur, the Chairman of the Committee shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.~~

. . .

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 27th day of July, 2004.

JOHN C. RAYSON, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
7/15/04
I:reso/2004-324

RESOLUTION NO. 2001- 155

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 98-141 TO PROVIDE FOR ALTERNATE MEMBERS OF THE CULTURAL ARTS COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Cultural Arts Committee without the provision for alternate members; and

WHEREAS, the City Commission now wishes to add alternate membership to the Cultural Arts Committee; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That City Resolution No. 98-141 be and the same is hereby amended as follows:

. . .

Section 4: The membership of the Cultural Arts Committee shall consist of ten (10) people who are residents of the City of Pompano Beach. Each City Commission shall nominate for appointment two (2) members. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. Following each municipal election, each newly elected or re-elected Commissioner shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1.

The City Commission shall appoint two (2) alternate members of the Cultural Arts Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject to removal for cause by the City Commission. Alternate member vacancies shall be filled for the unexpired term of the member. Should a temporary absence or

disqualification of any member of the Cultural Arts Committee occur, the Chairman of the Committee shall have the right and authority to designate one of the alternate members to serve as a substitute member during the continuance of such absence or disqualification. The Chairman shall rotate such assignments between the alternate members to the extent that availability of alternate members allows.

. . .

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 24th day of April, 2001.

WILLIAM F. GRIFFIN, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
3/14/01
I:reso/2001-218

RESOLUTION NO. 98-141

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH ESTABLISHING A COMMITTEE KNOWN AS THE CULTURAL ARTS COMMITTEE; ESTABLISHING THE PURPOSE AND OBJECTIVES OF SAID COMMITTEE; PROVIDING FOR POWERS AND DUTIES; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF MEMBERS; SPECIFYING THE TERM OF THE EXISTENCE OF SUCH COMMITTEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, cultural arts are of great value to the constituents of the City of Pompano Beach and enrich the quality of all our lives; and

WHEREAS, all participants in the cultural arts, both professional and amateur, benefit society and warrant support; and

WHEREAS, the City Commission of the City of Pompano Beach deems it appropriate to establish a committee to promote, encourage and advocate cultural arts in the City and to make appropriate recommendations to the City Commission as to actions which might be taken for provision of same; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: There is hereby established a new committee to be known as the Cultural Arts Committee.

SECTION 2: It shall be the duty and responsibility of the Cultural Arts Committee generally to promote and advocate the cultural arts within the City. The goals of the Committee should be to promote and encourage appreciation of cultural arts, to provide and find a forum for the cultural arts, to seek grant and funding for cultural arts, to develop and implement our cultural arts programs, and to advocate for cultural arts, and to undertake such other duties and

projects and responsibilities regarding the cultural arts within the City as may be from time to time assigned to said Committee by the City Commission.

SECTION 3: The Cultural Arts Committee is hereby empowered and encouraged to establish subcommittees as may be deemed advisable to assist the Committee in carrying out its assigned functions. Members of such subcommittees shall serve at the pleasure of the Committee and any subcommittee so established may be abolished at any time upon a determination by the Committee that such subcommittee no longer serves any useful function. The Committee shall appoint by majority vote a chairman of each subcommittee created. Members of the Committee may also be members of any subcommittee. The City Clerk shall maintain an active file containing the names and addresses and other pertinent information as to persons who have expressed an interest in serving on such subcommittees.

SECTION 4: The membership of the Cultural Arts Committee shall consist of ten (10) people who are residents of the City of Pompano Beach. Each City Commission shall nominate for appointment two (2) members. The term of office for each member appointed by the City Commissioner shall coincide with the term of the appointing Commissioner. Following each municipal election, each newly elected or re-elected Commissioner shall appoint two (2) members to succeed the prior appointees, or may reappoint the previous appointees. Such appointments shall be made prior to June 1.

SECTION 5: Should any vacancy occur on this Committee during the term of its existence, such vacancy shall be filled by nomination for appointment, pursuant to the provisions of Section 5 above, by the Commissioner serving the district from which the vacancy occurred, or if the vacancy results during an unexpired term, such appointment shall be for the remainder of the unexpired term.

SECTION 6: This Committee shall continue in existence until abolished by resolution of the City Commission.

SECTION 7: The members of this Committee shall meet as soon as practicable after adoption of this Resolution and organize by electing from the membership a Chairman. The Committee may adopt rules and regulations for the conduct of its meetings including the methods of calling a meeting. The Committee shall keep minutes of its meetings, copies of such

minutes to be provided to the City Commission upon request. The Committee shall submit its findings and recommendations to the City Commission from time to time as the Committee may deem advisable or as requested by the City Commission.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 9: This Resolution shall become effective upon.

PASSED AND ADOPTED this 14th day of April, 1998.

WILLIAM F. GRIFFIN, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL:amd
4/9/98
L:reso\98-283a

RESOLUTION NO. 98-141

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH ESTABLISHING A COMMITTEE KNOWN AS THE CULTURAL ARTS COMMITTEE; ESTABLISHING THE PURPOSE AND OBJECTIVES OF SAID COMMITTEE; PROVIDING FOR POWERS AND DUTIES; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF MEMBERS; SPECIFYING THE TERM OF THE EXISTENCE OF SUCH COMMITTEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, cultural arts are of great value to the constituents of the City of Pompano Beach and enrich the quality of all our lives; and

WHEREAS, all participants in the cultural arts, both professional and amateur, benefit society and warrant support; and

WHEREAS, the City Commission of the City of Pompano Beach deems it appropriate to establish a committee to promote, encourage and advocate cultural arts in the City and to make appropriate recommendations to the City Commission as to actions which might be taken for provision of same; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: There is hereby established a new committee to be known as the Cultural Arts Committee.

SECTION 2: It shall be the duty and responsibility of the Cultural Arts Committee generally to promote and advocate the cultural arts within the City. The goals of the Committee should be to promote and encourage appreciation of cultural arts, to provide and find a forum for the cultural arts, to seek grant and funding for cultural arts, to develop and implement our cultural arts programs, and to advocate for cultural arts, and to undertake such other duties and

minutes to be provided to the City Commission upon request. The Committee shall submit its findings and recommendations to the City Commission from time to time as the Committee may deem advisable or as requested by the City Commission.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 9: This Resolution shall become effective upon.

PASSED AND ADOPTED this 14th day of April, 1998.

WILLIAM F. GRIFFIN, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL:amd
4/9/98
L:reso\98-283a

Cultural Arts Committee	MEMBERS					
Name	**Address**	**District**	**Phone**	**Appointed**	**Expires**	**Reso. No.**
Kris Coffelt	2500 S.E. 3rd Street (33062)	1	954-784-7882		11/11/2014	2014-214
Comr. Hardin's Appointee	curtaincallplyhs@bellsouth.net		954-784-0768			
VACANCY					5/1/2012	2010-193
Comr. Dockswell's Appointee					Papadimitriou term	
Claudia Dubois	850 SE 5th Terrace	5	954-913-3236 c		11/11/2014	2013-199
Vice Mayor Burrie's Appointee	Pompano Beach, Fl 33060		954-782-4765 o			
	claudiadubois@live.com					
Clovis B. Nelson	1090 NW 24th Ave., (33069)	5	954-461-9491		11/11/2014	2014-224
Comr. Moss' Appointee	clovis@nova.edu					
Hazel Armbrister	1801 NW 6th Ave., (33060)	4	954-943-6511		11/11/2014	2013-200
Comr. Phillips' Appointee						
Dahlia Baker	457 S.W. 1st Court #306 (33060)	3	954-513-0663	5/28/2013	11/8/2016	2013-254
Mayor Fisher's Appointee						
VACANCY					6/1/2014	
City Commission Appointee					*Smietanka	
Alternate Member						
VACANCY					7/1/2014	
City Commission Appointee					Jackson Term	
Elizabeth Brunner	Herb Skolnick Center		954-786-4593			

Meets: Fourth Thursday each month @ 5:30pm	Established: Resolution No. 98-141
Emma Lou Olson Civic Center	Elections: January Meetings

Meeting Date: 1/13/15 Agenda Item 14

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance X Resolution ____ Consideration ____ Workshop

SHORT TITLE A Resolution approving and authorizing the proper city officials to execute a Restrictive Covenant between the City of Pompano Beach and the State of Florida, Department of State, Division of Cultural Affairs relating to the Library Cultural Center project.

Summary of Purpose and Why:

The Department of State, Division of Cultural Affairs has brought forth a Grant Award Agreement in the amount of $500,000 for the project "Pompano Beach Cultural Center: Phase 1." As a condition to receive the grant funds, the City must record the Restrictive Covenant with the Clerk of the Circuit Court in the County of the project. The Restrictive Covenant serves to ensure that the facility will be used as a cultural facility for at least ten (10) years following execution of the grant award agreement. The restrictive covenant provides for the repayment schedule should the terms of the agreement and restrictive covenant be violated.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Staff
(2) Primary staff contact: Ernesto Reyes, Assistant to the City Manager for Budget and Strategic Planning 786-4601
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Budget	12/29/14	Approval	
Finance	12/30/14	approval	
City Attorney	12/30/14		

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance Workshop	Resolution	Consideration	
1st Reading	1st Reading	Results:	Results:
2nd Reading			

RESOLUTION NO. 2015- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A RESTRICTIVE COVENANT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF CULTURAL AFFAIRS RELATING TO THE LIBRARY CULTURAL CENTER PROJECT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Restrictive Covenant between the City of Pompano Beach and the State of Florida, Department of State, Division of Cultural Affairs, a copy of which is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Restrictive Covenant between the City of Pompano Beach and the State of Florida, Department of State, Division of Cultural Affairs.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/23/14
l:reso/2015-149

RESTRICTIVE COVENANT

(City as Grantee owns land and will building.)

THIS RESTRICTIVE COVENANT is hereby entered into this _____ day of _____, 20_____, by_____, hereinafter referred to as "the Land Owner"; **City of Pompano Beach, Florida**, and **City of Pompano Beach, Florida** hereinafter referred to as "the Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Land Owner is the fee simple title holder of the land located **100 West Atlantic Boulevard, Pompano Beach, Florida 33060.** A legal description of the subject property is attached as Exhibit A and is made a part of this covenant.

WHEREAS, the Grantee owns the land and will own the building(s) used or to be used as a cultural facility. "Facility" refers herein to the building(s) and associated land to be used as the "cultural facility," as defined herein.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of **$ 500,000**, to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility as required by Section 265.701(1), Florida Statutes.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require the recordation of this restrictive covenant to ensure that the facility will be used as cultural facility, as defined herein, for at least ten (10) years following execution of the grant award agreement.

NOW THEREFORE, in partial consideration for the Cultural Facilities Grant and in accordance with Section 265.701(4), Florida Statutes, the Parties agree to the following:

1.) This restrictive covenant shall run with the title to the facility and the associated land, shall encumber them, and shall be binding upon the Grantee, the Land Owner, and their successors in interest for the period of (10) ten years following execution of the grant award agreement.

2.) The grant award shall only be expended for:

Project Title: Pompano Beach Cultural Center: Phase 1 (Grant # 15.9.300.599)

3.) For the required duration of this covenant, the Parties agree that the Grantee shall own all improvements to the facility and to the associated land, funded in whole or in part by grant funds

4.) The Division has the right to inspect the facility at all reasonable times to determine whether the conditions of the agreement and this covenant are being complied with.

5.) The Grantee shall operate and maintain the facility as a "cultural facility," defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folks arts, photography, crafts, media arts, and historical and science museums."

6.) This restrictive covenant will be violated by the Grantee, or its successors in interest if the facility ceases to be used as a cultural facility, as defined above, within ten (10) years following execution of the execution of the grant award agreement as required by Section 265.701(4), Florida Statutes. If the Grantee violates this restrictive covenant, it shall repay the grant funds to the Division pursuant to the amortization schedule set forth below:

a. If the violation occurs within five (5) years following the execution of the grant award agreement, 100% of the grant amount;

b. If the violation occurs more than five (5) but less than six (6) years following execution of the grant award agreement, 80% of the grant amount;

c. If the violation occurs more than six (6) but less than seven (7) years following execution of the grant award agreement, 65% of the grant amount;

d. If the violation occurs more than seven (7) but less than eight (8) years following execution of the grant award agreement, 50% of the grant amount;

e. If the violation occurs more than eight (8) but less than nine (9) years following execution of the grant award agreement, 35% of the grant amount; and

f. If the violation occurs more than nine (9) but less than ten (10) years following execution of the grant award agreement, 20% of the grant amount.

7.) Any amount due from the Grantee as a result of a violation of this restrictive covenant shall be due in full within 90 days of the violation, or some other period of time as agreed upon by the Parties.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____

(SEAL)

MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

_____

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

8.) If the entire amount due under the paragraph (6) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate. The Parties further agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee or the Land Owner to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. The Division shall have the right to enforce the stipulated judgment by resorting to any legal or equitable available remedy including an action for specific performance.

9.) As a condition to receipt of grant funds, the Grantee shall:
a. Record this covenant in the public records with the Clerk of the Circuit Court of _____ County, Florida;
b. Pay all fees associated with its recording; and
c. Provide certified copy of the recorded covenant to the Division and to the Land Owner.

10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee and the Land Owner hereby affirm that they have read this restrictive covenant; that they understand and agree to its terms; and that they hereby affix their signatures accordingly.

WITNESSES:

_____
GRANTEE SIGNATURE

_____
First Witness Signature

_____
Second Witness Signature

_____
GRANTEE ADDRESS

_____
City State Zip

PARTIES:

_____
GRANTEE NAME (print)

_____
First Witness Name (print)

_____
Second Witness Name (print)

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____personally
(Name)

appeared as _____for _____
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida

on _____.

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

LAND OWNER SIGNATURE LAND OWNER NAME (Print)

First Witness Signature First Witness Name (print)

Second Witness Signature Second Witness Name (print)

LAND OWNER ADDRESS

City State Zip

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____personally
(Name)

appeared as _____for _____
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

[SEAL]

My commission expires: _____

For the Division of Cultural Affairs:

_____
Name Title

R.A. Gray Building
500 S. Bronough Street
Tallahassee, Florida 32399

_____
First Witness Signature

_____
First Witness Name (Print)

_____
Second Witness Signature

_____
Second Witness Name (print)

The State of Florida County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

_____personally
(Name)

appeared as _____for the Florida Department of State, Division of
(Position)

Cultural Affairs known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____

Notary Public in and for

The State of _____

[SEAL]

My commission expires: _____

Meeting Date: 1/13/15 Agenda Item 15

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance X Resolution ____ Consideration ____ Workshop

SHORT TITLE A Resolution approving and authorizing the proper city officials to execute an agreement between the City of Pompano Beach and the State of Florida, Department of State, Division of Cultural Affairs accepting a $500,000 grant relating to the Library Cultural Center project.

Summary of Purpose and Why:

The Department of State, Division of Cultural Affairs has brought forth a Grant Award Agreement in the amount of $500,000 for the project "Pompano Beach Cultural Center: Phase 1." The new state of the art, 21,980 sq. ft. Cultural Center, in conjunction with a new 25,000 sq. ft. Broward County Library, will serve as a significant catalyst for the redevelopment of a new Civic Campus, and the inclusion of the Cultural Center within the Public Library setting will serve as the focal point of the "Downtown Pompano Creative Arts District" bringing much needed arts programming, including theater, music, dance, film, digital arts, arts education and visual arts to Pompano Beach and North Broward area.

Under the terms of this agreement, the matching amount is $2.00 for every $1.00 of state funds received.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Staff

(2) Primary staff contact: Ernesto Reyes, Assistant to the City Manager for Budget and Strategic Planning 786-4601

(3) Expiration of contract, if applicable: June 1st, 2016

(4) Fiscal impact and source of funding: $500,000 grant from the Department of State, Division of Cultural Affairs.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Budget	12/30/14	Approval	
Finance	12/30/14	Approval	
City Attorney	12/30/14		

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance Workshop		Resolution		Consideration	
1st Reading		1st Reading		Results:	Results:
2nd Reading					

RESOLUTION NO. 2015- _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF CULTURAL AFFAIRS ACCEPTING A GRANT IN THE AMOUNT OF $500,000.00 FOR THE LIBRARY CULTURAL CENTER PROJECT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and the State of Florida, Department of State, Division of Cultural Affairs, a copy of which is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida, Department of State, Division of Cultural Affairs.

SECTION 4. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/23/14
l:reso/2015-146

`AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
CITY OF POMPANO BEACH

This Agreement is by and between the State of Florida, Department of State, Division of Cultural Affairs hereinafter referred to as the "Division," and the City of Pompano Beach hereinafter referred to as the "Grantee."

The Grantee has been awarded a Cultural Facilities Grant (CSFA 45.014) by the Division, grant number 15.9.300.599 for the project "Pompano Beach Cultural Center: Phase 1," in the amount of $500,000. Funds for this grant have been appropriated in the FY 2014-2015 General Appropriations Act on line 3146A. The Division has the authority to administer this grant in accordance with Section 265.701, *Florida Statutes.*

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose**. This grant shall be used exclusively for the "Pompano Beach Cultural Center: Phase 1" project, the public purpose for which these funds were appropriated.

The Grantee shall perform the following **Scope of Work**: The City of Pompano Beach shall build a state-of-the-art, 21,980 square foot Cultural Center including performance and event space, digital media center, visual arts gallery and public/support spaces. All tasks associated with the renovation, as outlined in the Project Description (See Attachment A), will be performed by June 1, 2016. All project work will be completed under the supervision of a licensed architect or licensed contractor.

a) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

Payment 1:

- The first payment will be a fixed price advance in the amount of 25% of the grant award. The items in Section 4 of the Agreement ("Required Information Needed with Return of Signed Agreement") must be submitted prior to release of this payment.

Payment 2, Deliverable/ Task 1:

- Payment 2 will be cost reimbursement. The Grantee will have completed at least 30 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (See Appendix 1), showing at least 30 percent of the project completed.

Payment 3, Deliverable/ Task 2:

- Payment 3 will be cost reimbursement. The Grantee will have completed at least 60 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment

(AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (See Appendix 1), showing at least 60 percent of the project completed.

Payment 4, Deliverable/ Task 3:

- Payment 4 will be cost reimbursement. The Grantee will have completed 100 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent (See Appendix 1), showing 100 percent of the project completed, including all retainage amounts paid. The performance measure documenting satisfactory completion of Deliverables will be submission and acceptance of a Final Cultural Facilities Report form (See Section 11) that certifies that all project funds have been expended and the project has been closed out.

b) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and entitled Attachment C). All expenditures for this agreement shall be in accordance with this budget (Attachment C).

c) **Change Orders.** Should grant expenditures exceed the budgeted grant amount for any work item by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on **July 1, 2014**, and shall end **June 1, 2016**, unless terminated in accordance with the provisions of Section 37 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Cultural Affairs:
Elsie Rogers, Grant Manager
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6483
Facsimile: 850.245.6454
Email: elsie.rogers@dos.myflorida.com

For the Grantee:
Ernesto Reyes
City of Pompano Beach
Office of the City Manager
100 West Atlantic Blvd., 4th Floor
Pompano Beach, Florida 33060
Phone: 954.786.4049
Fax: 954.786.4504
Ernesto.Reyes@copbfl.com

4. **Required Information Needed with Return of Signed Agreement.** Prior to the disbursement of the advance payment, the Grantee must provide the following with the return of the signed Agreement.

   a) Signed Grant Award Agreement which details the Scope of Work and Deliverables.

   b) Legal Description of the Property. The Grantee has provided and attached the legal description of the property on which the cultural facility is or will be located, (which is incorporated as part of this Agreement and entitled Attachment B).

   c) Choose to Record a Restrictive Covenant or Purchase a Surety Bond. The Grantee has provided documentation that the Restrictive Covenant has been recorded with the Clerk of the Circuit Court of the county where the property is located, or provided a Surety Bond. (See Section 20 and 21)

   d) Corporate Nonprofit Status. The Grantee must provide a copy of the corporations' not-for-profit status and continue to maintain its not-for-profit eligibility, as a public entity or a tax-exempt Florida corporation, for the duration of the Restrictive Covenant or Surety Bond.

   e) Historic Preservation Review. The Grantee must submit the confirmation received from the Bureau of Historic Preservation regarding the historical significance of the property. Applies if structures are 50 years or older. (See Section 22)

   f) Submit a copy of the Grantee's Florida Substitute Form W-9. (See Section 7)

5. **Grant Payments.** All grant payments are requested by submitting Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (See Appendix 1).The total grant award shall not exceed $500,000 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

   a) The first payment will be 25% advance of the grant award.

   b) The second payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 1.

c) The third payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 2.

d) The fourth payment will be cost reimbursement. Payment will be made in accordance with the completion of the Deliverable 3.

6. **Electronic Payments**. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf. This page also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit https://flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**

8. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by submitting a Cultural Facilities Grant Amendment Request form to the Division. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement. The Cultural Facilities Grant Amendment Request form is available on the Division's online grant system.

9. **Financial Consequences**. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

   a) The full amount of the first payment (fixed price advance in the amount of 25% of the grant award) will be returned to the State of Florida if Deliverable 1 is not satisfactorily completed.

   b) Second payment will be withheld if Deliverables are not satisfactorily completed.

   c) Third payment will be withheld if Deliverables are not satisfactorily completed.

   d) Fourth payment will be withheld if Deliverables are not satisfactorily completed.

10. **Encumbrance of Funds.** Encumbrance Period is between July 1, 2014 and June 30, 2015, during which state dollars must be obligated to pay for project expenses. To encumber means to have a signed contract with an architect or contractor for the expenditure of all grant and matching funds.

All grant funds must be encumbered under the terms of a binding contractual agreement by **June 30, 2015**, except as allowed below.

a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that full encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.

11. **Grant Reporting Requirements.** The Grantee must submit the following reports to the Division, using the Cultural Facilities Progress Report form. The Cultural Facilities Progress Report form is available on the Division's website at http://dos.myflorida.com/media/31252/culturalfacilitiesreportform.pdf

a) **First Project Progress Report** is due by January 31, 2015, for the period ending December 31, 2014.

b) **Second Project Progress Report** is due by July 31, 2015, for the period ending June 30, 2015.

c) **Third Project Progress Report** is due by January 31, 2016, for the period ending December 31, 2015.

d) **Final Report.** The Grantee must submit a Final Report with photos of the completed project to the Division by July 15, 2016.

12. **Matching Funds.** Matching funds must meet the following requirements:

a) Be directly related to the specific construction or renovation work described in the Project Description and detailed in the Estimated Project Budget.
b) May not consist of general operating expenses as described in Section 10 of this agreement.
c) Be clearly accounted for by documentation maintained at the Grantee's office.
d) May not consist of state dollars from any source.
e) May not consist of matching funds claimed for any other state grant.
f) May have been expended prior to July 1, 2014, as long as the expenditures are clearly a part of this grant project, as described in the Project Description and detailed in the Estimated Project Budget.
g) If the Grantee's total support and revenue for the last completed fiscal year is $500,000 or more, the Grantee must provide not less than $2.00 in matching funds for every $1.00 of state funds received under this Agreement.

h) If the Grantee's total support and revenue for the last completed fiscal year is less than $500,000, the Grantee must provide not less than $1.00 in matching funds for every $1.00 of state funds received under this Agreement.

i) Documentation of in-kind contributions must substantiate fair market value.

j) The matching requirement for grants for Rural Economic Development Initiative (REDI) counties or communities designated in accordance with Section 288.0656, *Florida Statutes*, and approved for reduction in accordance with Section 288.06561, *Florida Statutes*, by the application deadline is $1.00 in matching funds for every $1.00 of state funds received under this Agreement.

13. **Grant Completion Deadline.** The grant completion deadline is **June 1, 2016**. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 120 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 14 of this Agreement.

14. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed 120 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

15. **Credit Line(s) to Acknowledge Grant Funding**. All construction projects shall display a project identification sign in a prominent location at the Project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and shall contain the following acknowledgment of grant assistance:

    a) "This project is sponsored in part by the Department of State, Division of Cultural Affairs, the Florida Council of Arts and Culture and the State of Florida" (Section 286.25, Florida Statutes).

    b) Any variation in the above specifications must receive prior approval in writing by the Department. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.

16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. In addition, the following are not allowed as grant or matching expenditures:

a) General operating expenses (including but not limited to salaries, travel, personnel, office supplies, mortgage, rent, operating overhead, indirect costs, etc.).
b) Costs incurred in writing or submitting this grant application.
c) Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency.
d) Costs for planning, which include those for preliminary and schematic drawings, and design development documents necessary to carry out the project.
e) Costs for bad debts, contingencies, fines and penalties, interest, and other financial costs.
f) Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships.
g) Projects which are restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, religion, creed, national origin, disability, age, or marital status.
h) Re-granting, contributions, and donations.
i) Costs that are paid prior to the execution of the Grant Award Agreement and for which reimbursement is requested, or after June 1, 2016.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures.*

18. **Repayment**. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Elsie Rogers, Division of Cultural Affairs, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Unrestricted Use and Access.** The Grantee must maintain Unrestricted Use of the land and buildings associated with the Cultural Facility for a minimum of 10 years following the Grant Award (Grant Award means the date on which the Grant Award Agreement is fully executed).

    a) **Lease of Land and Buildings.** If the land and buildings are leased, the Division may, from time to time, require certification from the Grantee or the property owner that the lease is in full force and effect, that it has not been modified or terminated, and that the Grantee is not in default of the lease (or in the case of an owner, documentation of ownership is required). Failure to provide such certification will constitute a default hereunder, which will give the Division the

right to terminate this Agreement and demand the return of all or a part of any funds already delivered, and/or to withhold funds from subsequent grants.

b) **Retaining Ownership of Land and Buildings.** The owner of land and building(s) must retain ownership of the land and buildings, along with improvements made to the land and building(s), for at least 10 years following the Grant Award. Exception: Land and buildings owned by the State of Florida and leased to an eligible applicant. For the purposes of this program, the applicant must not be a political subdivision of the state.

20. **Restrictive Covenant.** If the Grantee chooses to record a Restrictive Covenant and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds must be repaid to the Division according to the Restrictive Covenant Amortization Schedule (incorporated into this Agreement and attached as Attachment D).

21. **Surety Bond instead of a Restrictive Covenant.** If a Surety Bond is selected by the Grantee and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds must be repaid to the Division according to the Surety Bond Amortization Schedule (incorporated into this Agreement and attached as Attachment E).

22. **Historic Preservation Review**. If the facility that is being renovated with state funds is fifty (50) years old or older, then in accordance with Section 267.061(2)(a) and (b), *Florida Statutes*, the Grantee must submit information about the grant project to the Division of Historical Resources, Bureau of Historic Preservation ("Bureau"), so that it may determine whether the project has historic significance. Should the Bureau deem the facility to have historic significance, grant funds may only be released after the Bureau notifies the Division, in writing, that the Grantee has satisfied the Bureau's requirements. If the facility is not deemed to be of historic significance, grant funds will be released to Grantee in accordance with Section 5 of this Agreement.

23. **Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment F for additional information regarding this requirement.

24. **Retention of Accounting Records**. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

25. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

26. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of

Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

27. **Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than $100 within any quarter may be held until the next quarter when the accrued interest totals more than $100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's Final Cultural Facilities Report at the end of the Grant Period.

28. **Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Cultural Affairs grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. (OCHIP) Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services.) Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.

29. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

    a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

    b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

    c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

    d) The name of the account(s) must include the grant award number;

    e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

    f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

30. **Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

31. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

32. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.

33. **Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

    a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

    b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

    c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

    d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that

the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

34. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

35. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
36. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

37. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

38. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

39. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

40. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.

41. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

42. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Cultural Affairs.

43. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

44. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

45. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.

46. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

47. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

    a) This Agreement
    b) Project Description (Attachment A)
    c) Legal Description of the Property (Attachment B)
    d) Estimated Project Budget (Attachment C)
    e) Recorded Restrictive Covenant and Amortization Schedule (Attachment D) or Issued Surety Bond and Amortization Schedule (Attachment E)
    f) Single Audit Act Requirements and Exhibit I (Attachment F)
    g) Schedule of Contract Values form (Appendix 1)

In acknowledgment of Grant Number 15.9.300.599 provided for from funds appropriated in the FY 2014-2015 General Appropriation Act in the amount of $500,000, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:	Grantee:
By: _____	By: _____
Sandy Shaughnessy, Division Director	Authorizing Official for the Grantee*

Print name and title	Print name and title
Witness	Witness
Date	Date

***If the authorizing official signing above on behalf of the grantee organization is not the chief executive officer, then another authorized official must sign below.**

On behalf of the governing body of the Grantee organization, I hereby acknowledge awareness of, and agree to comply with all of the requirements of this Grant Agreement.

Signature	Typed name and title
Witness	Date

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____ (SEAL)
MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

ATTACHMENT A

Project Description
(The project description below was extracted from the original application submitted June 2013.)

The Project
The new Pompano Beach Cultural Center will be the focal point of the "Downtown Pompano Creative Arts District" and will bring much-needed arts programming, including theater, dance, music, film and the visual arts to the north Broward County area.

The Cultural Center will be constructed in conjunction with a new Broward County Public Library on the site of the City's Civic Campus, creating a synergy of education and the arts. The Center's Digital Media components will encourage youth participation in the Cultural Arts and target younger audiences for the Cultural Center's programs.

The Cultural Arts in Pompano Beach
Centrally located on Florida's famous Gold Coast, Pompano Beach covers more than 25 square miles in northern Broward County. The City has just over 100,000 residents. Pompano Beach is located on the southeast coast of Florida, midway between Miami and West Palm Beach. Pompano Beach is the sixth largest of Broward County's 31 municipalities.

The City's economy is based on tourism, light manufacturing, retail, and high technology with 3,000 acres set aside for industrial/commercial development. Located near two international airports, several international seaports, railways and highways, Pompano Beach provides access to the global marketplace.

Currently, Cultural Arts activities in the City are programmed and coordinated through the City's Parks, Recreation, and Cultural Arts Department. Arts activities take place in community centers and recreational spaces that are generally heavily used for community programs as well as rentals such as private events, nonprofit meetings, fundraisers and celebrations.

Realizing the Vision – The Downtown Pompano Creative Arts District
In April 2010, the Pompano Beach Community Redevelopment Agency (CRA) began to identify strategies for creating a future mixed-use "Downtown Pompano" in the areas near the intersection of Dixie Highway and Atlantic Boulevard, including landscape/streetscape, public street and sidewalk improvements throughout the historic Old Pompano area/FEC Corridor, along Dr. Martin Luther King, Jr. Boulevard, and within a new "Civic Campus" proposed for the area south of Atlantic Boulevard, including City Hall.

In November 2010, the CRA Board approved the Downtown Pompano Connectivity Plan. During discussion and review, the Board expressed interest in development of new cultural components within the area. As a result, the Downtown Pompano Creative Arts District was created, and the City/CRA moved forward plans to develop a triumvirate of new art spaces– all within a one-mile area of Downtown Pompano:

• The new Pompano Beach Cultural Center/Library on the Civic Campus

• Renovation of the historic Hotel Bailey, in historic Old Pompano, as a Visual Arts Center
• Renovation of the historic Ali Building, on Dr. Martin Luther King, Jr. Boulevard, as a History and Cultural Arts Center

The City's Vision:
Pompano Beach will be a Cultural Arts destination in north Broward County, featuring innovative arts programming that includes the visual arts, music, film, theater, dance, public art, history, and historic preservation. The unique character of the Pompano Beach program will be enhanced through digital media support of and cultural education opportunities in all art disciplines.

Cultural Arts programming will be created and presented in state-of-the-art facilities for the enjoyment and enrichment of residents of and visitors to Pompano Beach, Broward County, and the greater South Florida area.

Pompano Beach Cultural Center Building Program
The recommended Pompano Beach Cultural Center Program was developed as a split-level facility of 15,967 net assignable square feet, with a total gross square footage of 21,980 sf, in response to the following:
• Information gathered from the 2011 Needs Assessment for Facilities + Cultural Program completed by Webb Management Services, Inc.
• Information gathered from the 2012 Business Plan for a Cultural Center at the Broward County Library by Webb Management Services, Inc.
• Program spaces based on List of Spaces (Scenario A) generated by Theatre Consultants Collaborative included in the Webb Management Business Plan and approved by the Pompano Beach City Commission.
• Recommendations based on site and budget considerations, opportunities, and constraints

The new Cultural Center, in conjunction with the Library, will serve as a significant catalyst for the redevelopment of a new Civic Campus, and the inclusion of the Cultural Center within the Public Library setting is an important element to compliment the programmatic needs of the Library as well as to offer a truly unique and vibrant place within Pompano Beach. Goals set forth in the Downtown Pompano Connectivity Plan will be achieved by bringing together cultural, educational and community programs that are aligned in a singular and significant setting at the heart of the community.

The "heart" of the facility is the Multi-Purpose Performance & Event Space. This space shall have the highest capacity, highest level of flexibility, and highest degree of theatrical functionality possible. This includes a flexible performance space with retractable raked seating that can be withdrawn to allow for flat floor cultural uses, seated dinner configurations, and other event uses.

A Digital Media Center will build upon and create synergy with the Library's offerings will be provided, allowing the Cultural Center to provide unique programs and a cultural destination for people of all ages and interests.

The facility's Visual Arts Gallery adjacent to the entrance to the Performance & Event space will provide for arts and other exhibitions within a featured location of the Cultural Center.

The facility will provide a high quality space exceeding those of other local venues and facilities. The technical features (including lighting, sound, and other technology) will exceed those housed in other existing local spaces. The facility shall provide a higher quality of audience amenities and experience, including arts-specific ticketing, concessions, and reserved seating.

Activities and events will also expand outside the building. In the large public plaza in front of the building, there can be, for example, concerts and street theatre held during the summertime. These will create a vibrant environment within and without the building, and will support the ambition of bringing the community together in a productive and engaging environment open to all.

ATTACHMENT B

ATTACH LEGAL DESCRIPTION OF PROPERTY

SUNYLAN UNIT 2-BUCKS RESUB OF BLK 39 37-39 B,LOTS 1 THRU 10 & TOGETHER WITH LOTS 1 THRU 22 BLK 38 OF SUNYLAN UNIT 2 10-45 B, & TOGETHER WITH VACATED PORTIONS OF SW 1ST ST,SW 1ST CT & SW 1ST TER,PER OR 43852/827, & VAC POR CYPRESS RD DESC AS BEG NE COR OF LOT 18 BLK 38,N 160.04,E 78.56,S 18.62,SW 14.34,SWLY 310,SW 10.97 W 9,NELY 22.94,N 160.61 TO POB

ATTACHMENT C

Estimated Project Budget

Budget Category	Total Cost	Match	State
Land Acquisition			$ -
Building Acquisition			$ -
Architectural Services	$ 100,000		$ -
Fees for design work, including schematic design, design development, construction documents, bidding & negotiation, and construction oversight.		$ 100,000	$ -
General Requirements	$ 265,000		
Field engineering, shop drawings, allowances, construction photographs, quality control, LEED administration, temporary facilities, and waste management.		$ 215,000	$ 50,000
Site Construction	$ 336,000		$ -
Site clearing, water & sewer work, underground utilities & building services, paving & drainage work, irrigation systems, earthwork, & landscaping.		$ 336,000	$ -
Concrete	$ 200,000		$ -
Structural cast-in-place concrete for footings & miscellaneous beams, architectural site & pre-cast panels, & special concrete toppings & finishes.		$ 200,000	$ -
Masonry	$ 90,000		$ -
Concrete unit masonry and reinforced concrete unit masonry construction.		$ 90,000	$ -
Metals	$ 250,000		
Structural steel, metal fabrication, steel joists and decks, metal framing, metal stairs, pipe and tube railings, gratings, and ornamental metalwork.		$ 250,000	$ -
Wood and Plastic	$ 37,000		
Finish carpentry, interior architectural casework, and floor finish at Multi-Purpose Room.		$ 7,000	$ 30,000
Thermal and Moisture Protection	$ 100,000		$ -
Waterproofing, fireproofing, modified bituminous built-up roofing, metal roofing, and sealants.		$ 100,000	$ -
Doors and Windows	$ 150,000		$ -
Impact resistant aluminum storefront/curtain wall systems, hollow metal doors and frames, interior aluminum storefronts, wood doors, & door hardware.		$ 150,000	$ -
Finishes	$ 500,000		
Stucco, drywall, VCT & linoleum flooring, ceramic & quarry tile, & carpet finishes throughout. Also includes acoustical wall & ceiling insulation.		$ 400,000	$ 100,000
Specialties	$ 32,000		

Project signage, lockers, metal storage shelving, toilet accessories, and fire extinguishers.		$ 2,000	$ 30,000
Equipment	$ 715,000		
Project passenger elevators and freight elevator.		$ 500,000	$ 215,000
Furnishings			$ -
Special Construction			$ -
Conveying Systems (Elevator)			$ -
Mechanical	$ 425,000		
Pumps, motors, sprinkler systems, plumbing fixtures, water heaters, HVAC controls, boilers, furnaces, air-conditioning units, chiller plant, fans, etc.		$ 400,000	$ 25,000
Electrical	$ 300,000		
Wires & cables, transformers/switchgear, panel boards, fuses, disconnect switches, lighting, fire alarm & public address systems, & lighting control.		$ 250,000	$ 50,000
TOTAL EXPENSES	$3,500,000	$3,000,000	$500,000

ATTACHMENT D

Restrictive Covenant Provisions and Amortization Schedule

1. If the Grantee chooses to record a Restrictive Covenant, the Grantee, and the property owner(s) (if the land or buildings or both are leased by the grantee), shall execute and file a Restrictive Covenant with the Clerk of the Circuit Court in the county where the property is located, prior to the date that the agreement is executed.

2. The Restrictive Covenant shall include the following provisions:

   a) That the Restrictive Covenant shall run with title to the building(s) and the associated land and improvements funded by the grant, shall encumber them, and shall be binding upon the Grantee (and the owner(s), if different person(s), and the successors in interest), for (10) ten years from the Grant Award.

   b) The owner(s) of the improvements made to the building(s) and associated land, funded in whole or in part by grant funds, must also execute the Restrictive Covenant. Exception: Land or buildings or both owned by the State of Florida and leased to an eligible applicant. For the purposes of this program, the applicant must not be a political subdivision of the state.

   c) The Grantee (and owners, if different persons) shall permit the Division to inspect the Cultural Facility and associated land at all reasonable times to determine whether the Grantee is in compliance with the Grant Award Agreement and the Restrictive Covenant.

   d) The Grantee must maintain the building(s) as a "Cultural Facility." For the purposes of this program, a "Cultural Facility" is defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the foregoing for any of the cultural disciplines listed in Section 265.283(7), *Florida Statutes*. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.

   e) The Restrictive Covenant shall also contain the following amortization schedule for repayment of grant funds, should the Grantee or owners or their successors in interest violate the Restrictive Covenant.
      a. If the violation occurs within five (5) years following the Grant Award, 100% of the grant amount;

b. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 80% of the grant amount;
c. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 65% of the grant amount;
d. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 50% of the grant amount;
e. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 35% of the grant amount; and
f. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

g) Other provisions as agreed upon by the Division and the Grantee.

ATTACHMENT E

Surety Bond and Amortization Schedule

1. Any Grantee entering into a Grant Award Agreement with the Division for the acquisition, renovation, or construction of a Cultural Facility that chooses not to record a Restrictive Covenant must purchase a 10-year Surety Bond.

2. A certified copy of the Bond Agreement must be provided to the Division prior to the execution of the Grant Award Agreement.

3. The Bond Agreement must:

   a) Provide that the facility described in Attachment A: Scope of Work, incorporated by reference in the Grant Award Agreement, will be used as a "Cultural Facility" for (10) ten years following the Grant Award; A Cultural Facility means a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the arts and cultural disciplines defined in s. 265.283(7), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.

   b) Be purchased from a surety insurer authorized to do business in the Florida as a Surety;

   c) Provide that there will be a violation of the Bond Agreement if the facility ceases to be used as a "Cultural Facility" as required by Section 265.701(4), *Florida Statutes*, within 10 years following the Grant Award, and that the surety insurer must immediately repay funds to the Division, pursuant to the following amortization schedule:

      1. If the violation occurs within three (3) years following the Grant Award, 100% of the grant amount;
      2. If the violation occurs more than three (3) but less than four (4) years following the Grant Award, 80% of the grant amount;
      3. If the violation occurs more than four (4) but less than five (5) years following the Grant Award, 70% of the grant amount;
      4. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 60% of the grant amount;
      5. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 50% of the grant amount;

6. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 40% of the grant amount;
7. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 30% of the grant amount;
8. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

ATTACHMENT F

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 2 Subpart F -- Audit Requirements, and Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.328, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization that has received federal funds awarded through the Department of State. EXHIBIT 1 to this attachment indicates whether federal resources have been awarded through the Department of State by this agreement.

2 CFR 2 §200.501 Audit Requirements

(a) *Audit required.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee

may elect to have a program-specific audit conducted in accordance with 2 CFR §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $750,000.* A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office *www.ecfr.gov*

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (l), *Florida Statutes* and had received state funds awarded by the Department of State. EXHIBIT 1 to this attachment indicates whether state resources have been awarded by the Department of State by this agreement.

Section 215.97 *Florida Statutes* Single Audit Requirements

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.fldfs.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 2 §200.512 , and required by PART I of this attachment shall be submitted, when required by 2 CFR 2 §200.512, by or on behalf of the recipient directly to each of the following:

   A. The Department of State at the following address:

   Office of Inspector General
   Florida Department of State
   R. A. Gray Building, Room 114A
   500 South Bronough St.
   Tallahassee, FL 32399-0250

   B. The Federal Audit Clearinghouse electronically at *harvester.census.gov/sac/* as designated in 2 CFR 2 §200.512.

   C. Other Federal agencies and pass-through entities in accordance with 2 CFR 2 §200.513.

2. In the event that a copy of the reporting package for an audit required by PART I of this attachment and conducted in accordance with 2 CFR 2 §200.501 Audit Requirements, is not required to be submitted to the Department of State for the reasons pursuant to 2 CFR 2 §200.501, the recipient shall submit the required written notification pursuant to 2 CFR 2 §200.501 (d) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

   Office of Inspector General
   Florida Department of State
   R. A. Gray Building, Room 114A
   500 South Bronough St.
   Tallahassee, FL 32399-0250

   A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

3. Copies of financial reporting packages required by PART II of this attachment ~~agreement~~ shall be submitted by or on behalf of the recipient directly to the following:

   A. The Department of State at the following address:

   Office of Inspector General
   Florida Department of State

R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 2 Subpart F—Audit Requirements, Section 215.97, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 2 Subpart F or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Cultural Facilities Grants, CSFA Number 45.014
Award Amount: $500,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.014.

APPENDIX 1

Schedule of Contract Values

(This form must be completed by the Contractor for the Project.)

PROJECT NAME:
PROJECT #:
CONTRACTOR:

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
PERCENT COMPLETE TO DATE:

A	B	C	D	E	F	G	H	I	J
ITEM	**DESCRIPTION OF WORK**	**SCHEDULED**	**WORK COMPLETED**		**MATERIALS**	**TOTAL**	**%**	**BALANCE**	**RETAINAGE**
NO.		**VALUE**	**FROM PREVIOUS APPLICATION** (D + E)	**THIS PERIOD**	**PRESENTLY STORED** (NOT IN D OR E)	**COMPLETED AND STORED TO DATE** (D+E+F)	(G ÷ C)	**TO FINISH** (C - G)	(IF VARIABLE RATE)
	(Fill in & break down contract values)								
	(Add any change order(s) descriptions)								
	GRAND TOTALS	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0%**	**$0.00**	**$0.00**

Contract Manager: Minimum performance requirements successfully completed and approved by: Date: / /

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

PROJECT: Public Library & Cultural Center

APPLICATION NO:

Distribution to:

- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

PERIOD TO:

FROM CONTRACTOR:
OHL Building
7051 SW 12th St.
Miami, FL 33144

VIA ARCHITECT:
Silva Architects
135 San Lorenzo #880
Coral Gables, FL 33146

PROJECT NOS:

SUBCONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$	17,099,743.00
2. Net change by Change Orders		$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$	17,099,743.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$	0.00
5. RETAINAGE:			
a. 10 % of Completed Work (Column D + E on G703)	$ 0.00		
b. ____ % of Stored Material (Column F on G703)	$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$	0.00
8. CURRENT PAYMENT DUE		$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$		17,099,743.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		$0.00
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

CONTRACTOR'S CERTIFICATE FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: _____ Date: _____

State of: Florida
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

County of: Dade
day of 2011

AMOUNT CERTIFIED . . . . . $ _____

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
1	General Requirements	$ 250,950.00					0.00%	$250,950.00	$0.00
2	Removals	$ 30,565.00					0.00%	$30,565.00	$0.00
3	Sitework	$ 686,095.00					0.00%	$686,095.00	$0.00
4	Water, Sewer, Paving & Drainage	$ 604,200.00					0.00%	$604,200.00	$0.00
5	Irrigation System	$ 85,892.00					0.00%	$85,892.00	$0.00
6	Fences and Gates	$ 49,106.00					0.00%	$49,106.00	$0.00
7	Landscaping	$ 156,000.00					0.00%	$156,000.00	$0.00
8	Pavers	$ 112,270.00					0.00%	$112,270.00	$0.00
9	Site Furnishings	$ 3,376.00					0.00%	$3,376.00	$0.00
10	Site Restoration/Relocations	$ 25,000.00					0.00%	$25,000.00	$0.00
11	Casual Dewatering	$ 10,000.00					0.00%	$10,000.00	$0.00
12	Cast-in-Place Concrete Structure	$ 1,625,000.00					0.00%	$1,625,000.00	$0.00
13	Structural Steel	$ 2,174,462.00					0.00%	$2,174,462.00	$0.00
14	Glass Railing	$ 19,350.00					0.00%	$19,350.00	$0.00
15	Carpentry	$ 45,000.00					0.00%	$45,000.00	$0.00
16	Architectural Woodwork	$ 101,293.00					0.00%	$101,293.00	$0.00
17	Fluid Applied Waterproofing	$ 23,450.00					0.00%	$23,450.00	$0.00
18	Spray Applied Fire Resistive Materials	$ 154,129.00					0.00%	$154,129.00	$0.00
19	Intumescent Paint for Curtain Wall Framing	$ 136,472.00					0.00%	$136,472.00	$0.00
20	SBS Modified Bitumen Roofing	$ 465,465.00					0.00%	$465,465.00	$0.00
21	Hatches	$ 4,400.00					0.00%	$4,400.00	$0.00
22	Joint Sealers	$ 8,500.00					0.00%	$8,500.00	$0.00
23	Steel Doors and Frames	$ 150,769.00					0.00%	$150,769.00	$0.00
24	Sliding Wood Door	$ 3,500.00					0.00%	$3,500.00	$0.00
25	Access Panels	$ 5,000.00					0.00%	$5,000.00	$0.00
26	Overhead Coiling Doors	$ 27,000.00					0.00%	$27,000.00	$0.00
27	Aluminum Curtain Wall and Storefront System	$ 1,112,980.00					0.00%	$1,112,980.00	$0.00
28	Stucco	$ 821,925.00					0.00%	$821,925.00	$0.00
29	Gypsum Wallboard & Framing	$ 825,760.00					0.00%	$825,760.00	$0.00
30	General Trade Labor	$ 148,393.00					0.00%	$148,393.00	$0.00
31	Ceramic and Porcelain Tile	$ 117,650.00					0.00%	$117,650.00	$0.00
32	Acoustical Ceilings	$ 43,900.00					0.00%	$43,900.00	$0.00
33	Acoustical Wall and Ceiling Treatment	$ 46,600.00					0.00%	$46,600.00	$0.00
34	Wood Flooring	$ 47,780.00					0.00%	$47,780.00	$0.00
35	Linoleum Flooring	$ 68,524.00					0.00%	$68,524.00	$0.00
36	Polished Concrete	$ 29,175.00					0.00%	$29,175.00	$0.00
37	Epoxy Terrazzo	$ 64,586.00					0.00%	$64,586.00	$0.00
38	Moisture Mitigation/Crack Suppression	$ 8,900.00					0.00%	$8,900.00	$0.00
39	Carpet Tile	$ 75,986.00					0.00%	$75,986.00	$0.00
40	Epoxy Resin Flooring	$ 45,420.00					0.00%	$45,420.00	$0.00
41	Sandblast Finish of Site Walls	$ 8,000.00					0.00%	$8,000.00	$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
42	Painting	$ 176,320.00					0.00%	$176,320.00	$0.00
43	Toilet Partitions	$ 17,890.00					0.00%	$17,890.00	$0.00
44	Wall Louvers	$ 10,728.00					0.00%	$10,728.00	$0.00
45	Flagpoles	$ 4,650.00					0.00%	$4,650.00	$0.00
46	Identifying Devices	$ 20,681.00					0.00%	$20,681.00	$0.00
47	Metal Lockers	$ 3,258.00					0.00%	$3,258.00	$0.00
48	Fire Extinguishers	$ 2,540.00					0.00%	$2,540.00	$0.00
49	Toilet Room Accessories	$ 14,159.00					0.00%	$14,159.00	$0.00
50	Metal Entry Grating	$ 9,315.00					0.00%	$9,315.00	$0.00
51	Performance Systems - Pipe Grid / Curtains	$ 300,000.00					0.00%	$300,000.00	$0.00
52	Window Treatment	$ 6,662.00					0.00%	$6,662.00	$0.00
53	Fold-Down Audience Seating	$ 249,960.00					0.00%	$249,960.00	$0.00
54	Book Drop Doors	$ 1,650.00					0.00%	$1,650.00	$0.00
55	Hydraulic Passenger & Freight Elevators	$ 309,125.00					0.00%	$309,125.00	$0.00
56	HVAC	$ 1,650,000.00					0.00%	$1,650,000.00	$0.00
57	Plumbing	$ 302,615.00					0.00%	$302,615.00	$0.00
58	Fire Sprinkler	$ 230,925.00					0.00%	$230,925.00	$0.00
59	Electrical Systems	$ 1,383,870.00					0.00%	$1,383,870.00	$0.00
60	Tax Savings	$ (513,000.00)					0.00%	($513,000.00)	$0.00
61	General Conditions	$ 1,076,232.00					0.00%	$1,076,232.00	$0.00
62	Contingency	$ 412,036.00					0.00%	$412,036.00	$0.00
63	Insurance	$ 168,934.00					0.00%	$168,934.00	$0.00
64	Fee	$ 838,370.00					0.00%	$838,370.00	$0.00
65									
66									
67									
68									
69									
70									$0.00
71						$0.00	$0.00	$0.00	
72	**GRAND TOTALS**	**$ 17,099,743.00**	**$0.00**	**$ -**	**$0.00**	**$0.00**	**$0.00**	**$17,099,743.00**	**$0.00**

:e a completed AIA Document D401 - Certification of Document's Authenticity

DIVISION OF CULTURAL AFFAIRS
CULTURAL FACILITIES PROGRAM

REQUEST FOR WARRANT

To:

Name of Payee

Address

City, State Zip

ATTN:

Grant Number: Federal Employer ID Number:

Total Grant Amount

Prior Payments _____

Balance to Date _____

THIS PAYMENT _____

Balance Remaining _____

(DCA use only)

Fund ID			Category	
Enc.#			Pay. #	
Vendor ID		Inv.#		
ORG	EO	OBJECT	CFI	AMOUNT

Description		
BF ORG	BF EO	BF Obj
Date Inv. Rc'd	Date Goods Insp. ----------	BF Cat
Date Goods Rc'd ----------	Start Date	

DIVISION OF CULTURAL AFFAIRS - CULTURAL FACILITIES PROGRAM

GRANT AMENDMENT REQUEST FORM

GRANT NUMBER: _____

Applicant: _____

Project Title: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Date: _____

Permission is hereby requested to make the following change(s) in the grant referenced above:

I. PROJECT DOLLARS

** Please complete the following, citing change in actual award amount. If this amount is reduced from the amount originally granted, matching dollars should be adjusted as follows. Total confirmed matching funds must satisfy the requirements for the Grant Amount received (see program guidelines). The total cost of work must equal the total of Line A plus Line B.

A. Total Amount of Cultural Facilities Award _____

B. Confirmed Matching Funds to Amount Awarded (see Guidelines) _____

C. TOTAL Project Cost _____

II. PROJECT NARRATIVE

(Use specific wording as stated in original Exhibit A description or a previously approved amendment request.)

Change From: _____

_____

_____

_____

Change To: _____

_____

_____

_____

_____

Effect on Project: _____

_____

_____

_____

_____

III. PROJECT BUDGET

A. INCOME

CHANGE FROM		CHANGE TO
_____	**Cultural Facilities Program (this grant)**	_____
	Matching Funds:	
_____	Total Private Support	_____
_____	Total In-kind Private Support	_____
_____	Total Corporate Support	_____
_____	Total In-kind Corporate Support	_____
_____	Total Local Government Support	_____
_____	Total In-kind Local Government Support	_____
_____	Applicant Cash	_____
_____	TOTAL PROJECT INCOME	_____

B. EXPENSES

CHANGE FROM			CHANGE TO	
MATCH	STATE		MATCH	STATE
_____	_____	Land Acquisition	_____	_____
_____	_____	Building Acquisition	_____	_____
_____	_____	Architectural Services	_____	_____
_____	_____	General Requirements	_____	_____
_____	_____	Site Construction	_____	_____
_____	_____	Concrete	_____	_____
_____	_____	Masonry	_____	_____
_____	_____	Metals	_____	_____
_____	_____	Wood and Plastic	_____	_____
_____	_____	Thermal and Moisture Protection	_____	_____
_____	_____	Doors and Windows	_____	_____
_____	_____	Finishes	_____	_____
_____	_____	Specialties	_____	_____
_____	_____	Equipment	_____	_____
_____	_____	Furnishings	_____	_____
_____	_____	Special Construction	_____	_____
_____	_____	Conveying Systems	_____	_____
_____	_____	Mechanical	_____	_____
_____	_____	Electrical	_____	_____
_____	_____	TOTAL PROJECT EXPENDITURES (Should equal Total Project Income)	_____	_____

IV. OTHER CHANGES (i.e., Project dates [ex: encumbrance & expenditure dates], Grant Extension Requests.)

CHANGE FROM: _____

_____

_____

_____

_____

CHANGE TO: _____

_____

_____

_____

_____

REASON(S) FOR CHANGE: _____

_____

_____

_____

_____

_____

_____ _____

Signature of Authorized Official **Typed Name and Date**

_____

Title

****

FOR DIVISION OF CULTURAL AFFAIRS USE ONLY

Change No. _____

Approved: Yes _____ No _____ Approved: Yes _____ No _____

Date: _____ Date: _____

_____ _____

Grants Officer Director, DCA

DEPARTMENT OF STATE
DIVISION OF CULTURAL AFFAIRS
CULTURAL FACILITIES PROGRAM REPORT FORM

Check one:

- ☐ **Progress Report**
- ☐ **Final Report**

Reporting Period:

- ☐ **July 1 to December 31, 20___**
- **or** ☐ **January 1 to June 30, 20___**

Grant Number: _____ **Total Grant Award: $**_____

Organization Name: _____

Project Title: _____

PROGRESS REPORTS: means reports that are submitted at required intervals (refer to the award agreement) and include cumulative narrative and cumulative financial information on the status of the grant as of the end of the reporting period.

FINAL REPORT: means the report that is due 45 days after grant and match have been expended, but no later than May 15th of the fiscal year following the fiscal year in which the grant was awarded. The report includes a final cumulative narrative and final cumulative financial data on the expenditures of grant and match funds.

WORK ACCOMPLISHED **(in accordance with the project narrative in Attachment A)**

II. **SCHEDULE OF EXPENSES AND INCOME** (in accordance with Project Budget (Attachment B)

A. EXPENSES (Actually PAID, not projected or encumbered. This itemization is cumulative and corresponds to the narrative in Section 1 of this report)

	MATCH	STATE
LAND ACQUISITION	_____	_____
BUILDING ACQUISITION	_____	_____
ARCHITECTURAL SERVICES	_____	_____
GENERAL REQUIREMENTS	_____	_____
SITE CONSTRUCTION	_____	_____
CONCRETE	_____	_____
MASONRY	_____	_____
METALS	_____	_____
WOOD AND PLASTIC	_____	_____
THERMAL AND MOISTURE PROTECTION	_____	_____
DOORS AND WINDOWS	_____	_____
FINISHES	_____	_____
SPECIALTIES	_____	_____
EQUIPMENT	_____	_____
FURNISHINGS	_____	_____
SPECIAL CONSTRUCTION	_____	_____
CONVEYING SYSTEMS	_____	_____
MECHANICAL	_____	_____
ELECTRICAL	_____	_____
SUBTOTALS OF EXPENSES	_____	_____
CONTINGENCY (not part of match)	_____	-0-

TOTAL PROJECT EXPENDITURES-MATCH+STATE
(SHOULD EQUAL THE TOTAL PROJECT INCOME IN FINAL REPORT _____

B. INCOME (Actually RECEIVED to date)

CULTURAL FACILITIES PROGRAM **(Funds received from this grant)** _____

MATCHING FUNDS RECEIVED

Total Private Support (Cash) _____

Total In-Kind Private Support _____

Corporate Support (Cash) _____

Total In-Kind Corporate Support _____

Total Local Government Support (Cash) _____

Total In-Kind Government Support _____

Total Federal Government Support (Cash) _____

Total In-Kind Federal Government Support _____

Applicant Cash _____

TOTAL MATCH _____

TOTAL PROJECT INCOME (match received + grant funds received)
(NOTE: TPI MUST EQUAL THE TOTAL PROJECT EXPENDITURES IN THE FINAL REPORT. FOR THE INTERIM REPORT, INCOME AND EXPENDITURE MAY NOT BE EQUAL _____

III. INTEREST

a) Amount earned on grant funds since last interest report _____

b) Cumulative interest to date _____

c) DOCUMENTATION ENCLOSED:

	CIRCLE ONE	
Bank Statements	Yes	No
Financial Statements	Yes	No

IV. AUDIT

Each nonstate entity that expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such nonstate entity shall be required to have a state single audit for such fiscal year in accordance with the requirements of s. 215.97, *Florida Statutes*.

Please check the following as appropriate:

- ☐ I have not expended more than $500,000 in Total State Financial Assistance from the State of Florida for my organization's fiscal year ending _____.
- ☐ I have expended more than $500,000 in Total State Financial Assistance from the State of Florida for my organization's fiscal year ending _____ and understand that I am required to submit an audit to the Division of Cultural Affairs under the State Single Audit Act (s. 215.97, *Florida Statutes*).

V. SIGNATURES (For all reports, the name of the person signing as the Organization Head must also appear on the Assurance of Compliance and Signature Authorization Form.)

I affirm, under penalty of perjury, that this report presents an accurate and complete description of the grant activity within the report dates above, and that the conditions of the grant have been complied with.

_____ _____

Signature of Organization Head (Must also appear on Assurance of Compliance and Signature Authorization Form filed with the Division)

Typed Name and Title

_____

Date

For FINAL REPORTS:

If this is a Final Report, the Architect, Engineer, or Contractor must sign below.

I certify that this report represents an accurate and complete description of the grant activity within the report dates above.

_____ _____

Signature of Architect, Engineer, or Contractor (as appropriate)

Typed Name and Title

_____

Date

Meeting Date: 01/13/15 Agenda Item 16

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance ____ Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE Approval to award Bid #E-73-14, "Public Safety Complex Fire Alarm System Replacement" to the lowest responsive, responsible bidder, Chi Alarms, Inc., in the amount of $70,183.00.

Summary of Purpose and Why:

Bid E-73-14 was issued to establish a contract for Fire Alarm System Replacement at the Pompano Beach Public Safety Complex. The main scope includes the furnishing of all labor, equipment, tools and materials for the replacement of the fire alarm system. The bid award is recommended to the lowest responsive, responsible bidder Chi Alarms, Inc., in the amount of $70,183.00. The low bidder is a Small Business Enterprise (SBE). City Commission approval of the contract award is requested.

(1) Origin of request for this action: Staff
(2) Primary staff contact:: Robert McCaughan, Public Works Director 954 786-4097
(3) Expiration of contract, if applicable: n/a
(4) Fiscal impact and source of funding: $70,183.00 from budgeted funds in account 302-7481-521.65-12 / Police Department Fire Alarm.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	12/29/14	APPROVE.	Robert McCaughan
General Services	12/29/14	APPROVE	
Finance	12/29/14	approval	
Budget	12-30-14	approval	

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

MEMORANDUM

Purchasing #15-032
December 29, 2014

To: Dennis W. Beach, City Manager

Through: Otis J. Thomas, General Services Director OT.

From: Jeffrey English, Purchasing Agent JE

Subject: Award Bid E-73-14, Public Safety Complex Fire Alarm System Replacement

Contract Need/Background

Bid E-73-14 was issued to establish a contract for Fire Alarm System Replacement at the Pompano Beach Public Safety Complex. The main scope includes the furnishing of all labor, equipment, tools and materials for the replacement of the fire alarm system. The bid award is recommended to the lowest responsive, responsible bidder Chi Alarms, Inc., in the amount of $70,183.00

Attached you will find copies of the memorandum and the bid award recommendation form submitted by the Public Works Department, the bid tabulation, and bid solicitation document.

Bidders List

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

Number of firms attending mandatory pre-bid conference.....8
Number of firms responding with complete bids.....1

Advertising

The Bid was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. Bid notices are also posted on the City's web page.

Funding

The contract will be funded from budgeted funds in account 302-7481-521.65-12 /Police Department Fire Alarm.

Award Recommendation

After reviewing the responses to this bid with the Public Works Department it is recommended that the award for E-73-14 be made to the lowest bidder, Chi Alarms, Inc., in the amount of $70,183.00. The low bidder is a Small Business Enterprise (SBE).

enclosures

cc: file

pompano beach
Florida's Warmest Welcome

Phone: (954) 786-4061

City of Pompano Beach
Engineering Department

Fax: (954) 786-4028

MEMORANDUM NO. 15-46

DATE: December 22, 2014

TO: Otis Thomas, General Services Director

FROM: Tammy Good, P.M.P., Civil Engineer II

SUBJECT: Award Bid to Chi Alarms, Inc.-E-73-14

On September 24, 2014, the City received and opened bids for the above referenced project. The lowest and sole bidder is Chi Alarms, Inc. in the amount of **$70,183.00**. The CIP for this project is 13-203, account #302-7481-521.65-12.

I have checked the references for this contractor and met with him personally and I feel confident this contractor has the necessary experience and knowledge to complete the scope of services for this project within the schedule and budget submitted. Please have the bid award recommendation for this project placed on the agenda for approval at the next available commission meeting.

If any additional information is needed regarding this matter, please do not hesitate to contact me at x5512. Thank you.

Enclosures:

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Jeff English Date 10/15/14

To: Engineering Department Department Attn.: Tammy Good

Subject: Bid No. E-73-14 Item/service: Pub. Safety Complex Fire Alarm System Replacement

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

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

1. SOURCE OF FUNDS:

Budgeted Code: 302-7481-521.65-12

Title: Police Department Fire Alarm

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Chi Alarms, Inc.

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

Yes ✓ No ____

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

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

Yes ✓ No ____ Not applicable for this bid ____

Signature: Robert M. Carlo Date: 12/22/14

Title: Public Works Director
(Department Head)

CITY OF POMPANO BEACH -- BID TABULATION
Bid #: E-73-14 Title: Public Safety Complex Fire Alarm Replacement
Date 10/15/14

Bidder:	Chi Alarms, Inc. 14070 NW 82 Ave. Miami Lakes, FL. 33016
Provide new fire alarm system as per applicable codes, and as described herein	$48,680.00
Total for 1 LS	$48,680.00
Additional annunciation device	$76.00
Total for 1 EA	$76.00
Additional detection device	$117.00
Total for 1 EA	$117.00
Remove existing fire alarm system as per applicable codes, and as described herein	$2,800.00
Total for 1 LS	$2,800.00
Remove/replace ceiling tiles as per applicable codes, and as described herein	$20.00
Total fo 50 EA	$1,000.00
Remove/replace hard ceilings as per applicable codes, and as described herein	
Total for 2500 sqft.	$15,000.00
Permit Fees	
Total for 1 LS	$2,500.00

CITY OF POMPANO BEACH -- BID TABULATION
Bid #: E-73-14 Title: Public Safety Complex Fire Alarm Replacement
Date 10/15/14

Bidder:	Chi Alarms, Inc. 14070 NW 82 Ave. Miami Lakes, FL. 33016
Indemnification	
Total for 1 LS	$10.00
Grand Total	**$70,183.00**
Addenda acknowledged?	yes
Bid Bond	Bond 5% of bid
Notes	

Florida's Warmest Welcome

BID/CONTRACT DOCUMENTS

PUBLIC SAFETY COMPLEX FIRE ALARM SYSTEM REPLACEMENT

BID E-73-14

For the City of Pompano Beach, Florida

MANDATORY PRE-BID CONFERENCE: September 24, 2014, 10:00 a.m. (local)
EMMA LOU OLSEN CIVIC CENTER
1801 N.E. 6th STREET, CRAFT ROOM

BID OPENING: October 15, 2014, 2:00 p.m. (local)
PURCHASING DIVISION
1190 N.E. 3RD AVENUE, BUILDING C (FRONT)
POMPANO BEACH, FLORIDA 33060

TABLE OF CONTENTS

Invitation To Bid 3
Instructions To Bidders 5
Bid Proposal 14
Drug-Free Workplace 24
Local Business Program Goals And Forms 25
Small Business Enterprise Goal And Forms 31
Bid Bond 37
Agreement 39
Acknowledgment Of Contractor, If An Individual 45
Acknowledgment Of Contractor, If A Partnership 46
Acknowledgment Of Contractor, If A Corporation 47
Performance Bond 48
Payment Bond 51
General Conditions Of The Contract 52
Supplementary Conditions 82
Specifications 83

INVITATION TO BID

Sealed Proposals for **Bid E-73-14, Public Safety Complex Fire Alarm System Replacement** addressed to the City of Pompano Beach, Purchasing Office, 1190 N.E. 3rd Avenue, Building C (front) Pompano Beach, Florida 33060, will be received until 2:00 p.m. (local), on **October 15, 2014** and will be publicly opened and read aloud. Any bids received after the time and date will not be considered.

A Mandatory Pre-Bid Conference will be held on September 24, 2014 at 10:00 a.m. (local) in the Purchasing Office, 1801 N. E. 6th Street, Craft Room, Pompano Beach, Florida 33060. Bids will not be accepted from firms that do not attend the pre-bid conference.

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process. The City has set a 10% voluntary Local Business participation Goal for this project. Local Business Program Forms are located in this bid/contract document, and all bidders must return the Local Business forms in order to be considered for bid evaluation purposes.

The City has set a 15% voluntary Small Business Enterprise Goal for this project. SBE Forms are located in this bid/contract document, and all bidders must return the SBE forms in order to be considered for bid evaluation purposes.

The project consists of furnishing all labor, equipment, tools, materials, and any other incidentals required for the replacement of an existing fire alarm system as specified herein and on the associated project drawings. The project location is at 100 Southwest Third Street, Pompano Beach, FL 33060, according to the plans and as specified herein.

Bid documents may be obtained at no charge from the City of Pompano Beach website www.pompanobeachfl.gov.

Each proposal must be submitted on the prescribed form and accompanied by a certified check or bid bond executed on the prescribed form, payable to the City of Pompano Beach, Florida, in an amount not less than 5 percent (5%) of the amount bid. The bid form must be filled in completely and accurately, particularly as it pertains to alternate bid items.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract Documents. All bid bonds, contract bonds, insurance contracts and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Bid bonds and performance and payment bonds are required. Insurance is required for all bids.**

In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractor' and Business Licenses as required by State Statutes.

Before a Contract will be awarded for the work contemplated herein, the OWNER will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of Work specified under the Contract Documents, and to postpone the

award of the Contract for a period of time which, however, shall not exceed 90 Days from the bid opening date.

Dated this 3rd day of September, 2014

CITY OF POMPANO BEACH

By : Jeff English, Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders, which are defined in the Standard GENERAL CONDITIONS of the Construction Contract, have the meanings assigned to them in the GENERAL CONDITIONS. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, the Bid Proposal, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained from the City of Pompano Beach website at no charge.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; the OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for in this document.

4. PUBLIC ENTITY CRIMES

In accordance with Florida State Statute 287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. DRUG FREE WORKPLACE

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Bidder should complete and provide Statement Under Section 287.087 Florida Statutes on Drug-Free Workplace.

6. ANTI-KICKBACK ACT

The successful bidder must comply with the Copeland "Anti-Kickback Act" (19 U.S.C. Section 874), as supplemented in U.S. Department of Labor Regulations (29 CFR, Part 3).

7. EXAMINATION OF CONTRACT DOCUMENTS AND SITES

7.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify OWNER of all conflicts, errors or discrepancies in the Contract Documents.

7.2 Information and data reflected in the Contract Documents with respect to or contiguous to the site is based upon information and data furnished to OWNER by owners of such facilities or others, and OWNER does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.

7.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

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

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

7.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

7.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section and the General Conditions, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8. INTERPRETATIONS AND ADDENDA

8.1 All questions must be in writing or be asked at the Pre-Bid Conference. All questions are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060; questions may be submitted by fax to (954) 786-4168, or by email to purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number, fax number, and bid name and number.

All written questions must be received by **5:00 p.m. on October 8, 2014** at the above location. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Questions may be faxed to (954) 786-4168, referencing the bid number on all pages faxed.

8.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by the OWNER.

9. BID SECURITY

9.1 Each Bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements stated herein.

9.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, (if provided as a cashier's check or bank officer's check), whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have reasonable chance of receiving the award may be retained by OWNER until a completed contract has been issued, whereupon Bid security furnished by such Bidders will be returned.

9.3 The Bid Bond, if provided, shall be issued by a Company having a registered agent in the State of Florida. This check or bond shall be retained by the payee as liquidated damages should the bidder refuse or fail to enter into a contract with the payee for the execution of the work embraced in the proposal, in the event the proposal of the bidder is accepted.

10. CONTRACT TIME

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the section entitled Bid Proposal.

11. LIQUIDATED DAMAGES

11.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

11.2 All bidders must state in the Bid Proposal the amount of consideration required by the Bidder in return for the Bidder's promise of indemnity contained in the General Conditions. The amount to be stated shall be no less than $10.00.

12. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to OWNER, application for such acceptance will not be considered by OWNER until after the effective date of the agreement.

13. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

13.1 Each Bid must identify the names and address of Subcontractors, Suppliers and other persons and organizations including those who are to furnish the principal items of material and equipment listed in the Bid Proposal section. If requested, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, other persons or organization, if requested by OWNER. If OWNER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER subject to revocation of each acceptance after the Effective Date of Agreement.

13.2 In contracts where the Contract Price is on the basis of Cost-of-the Work Plus a fee, the apparent Successful Bidder, prior to the Notice Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER'S written consent.

13.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against who CONTRACTOR has reasonable objection.

14. BID PROPOSAL

14.1 The Bid Proposal is included with the Bidding Documents.

14.2 All blanks on the Bid Proposal are to be completed in ink or by typewriter. The City requests three (3) copies of the bid be submitted, (one original, and two copies). Bidders are to complete and return pages 14-38.

14.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

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

14.5 All names must be typed or printed below the signature.

14.6 The Bid should contain an acknowledgment of receipt of all Addenda (the numbers of which should be filled in on the Bid Proposal).

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

14.8 All blank spaces in the bid form must be filled in, both words and figures where required. In case of discrepancy between unit prices and totals, unit prices will prevail.

15. SUBMISSION OF BIDS

15.1 Bids shall be submitted before the time and at the place indicated in the Invitation to Bid and shall be submitted in an opaque sealed envelope. The envelope shall be marked on the exterior with the Project title, City Bid Number, the name and address of the Bidder, and addressed to:

Otis J. Thomas, General Services Director
City of Pompano Beach, Florida
1190 N.E. 3rd Avenue, Bldg. C (front)
Pompano Beach, Florida 33060

The Bid shall be accompanied by the Bid Security and other required documents. If not mailed, please deliver to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (front), Pompano Beach, Florida, 33060.

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

15.3 If you wish to receive a copy of the bid tabulation sheet after opening, please submit a stamped, self-addressed envelope with your bid. Bid results ***will not*** be read to you over the phone. Bid tabulations are also posted on the City's website.

16. MODIFICATION AND WITHDRAWAL OF BIDS

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

16.2 After bids are opened, and a contractor defaults on a City contract, the contractor may be banned from doing business with the City for a period of 36 months from the date of default.

17. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

18. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1 All bids will remain subject to acceptance for ninety (90) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

18.2 Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual agreement between OWNER, the Successful Bidder, and the surety, if any, for the Successful Bidder.

19. AWARD OF CONTRACT

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

19.2 In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.

19.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractor, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

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

19.5 If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

19.6 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within ninety (90) after the day of the Bid opening.

20. CONTRACT SECURITY

When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required Performance and Payment Bonds.

21. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

22. TAXES

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

23. NOTICE TO CONTRACTOR

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

24. NON DISCRIMINATION

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

25. OCCUPATIONAL HEALTH AND SAFETY

In compliance with Chapter 442, Florida Statues, any items included in the latest edition of "Florida Substance List" which are delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

(a) The chemical name and the common name of the toxic substance.

(b) The hazards or other risks in the use of toxic substance, including:

1. The potential for fire, explosion, corrosiveness, and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

3. The primary routes of entry and symptoms of overexposure.

(c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

(d) The emergency procedure for spills, fire disposal, and first aid.

(e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

(f) The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH O.S.H.A. STANDARDS.

Notice:Federal I.D. Number must be referenced on your invoice for us to process payment. Please note I.D. Number on Bid Response page.

26. PERMITS AND FEES

The Contractor awarded the project which is the scope of this bid document shall be required to obtain and pay for the permits and/or fees indicated on the chart below in the amounts set forth or pursuant to the formula for percent or unit method which is indicated.

Fees cannot be waived and must be collected by the City from the Contractor. Contact the City Department indicated for additional details regarding the required permit or fee.

FEE OR PERMIT	CITY DEPARTMENT	COST (SET FEE OR PERCENT OF PROJECT AMOUNT)
All construction within City right-of-way	Engineering	Waived
All utilities tie-ins to City water, sewers, and drainage	Engineering	Waived
Paving	Engineering	Waived
Fire plan review for new construction, additions and alterations	Building Inspection	See City Code of Ordinances 95.14
Fire alarm and fire sprinkler plan review (new installations)	Fire Plan Review	See City Code of Ordinances 95.14
Fire hydrant flow test	Fire Plan Review	See City Code of Ordinances 95.14
Business Tax Receipt (only if the contractor has a temporary office in the City of Pompano Beach)	Zoning	See City Code of Ordinances
Site plan review	Zoning	See City Code of Ordinances
Rezoning	Zoning	See City Code of Ordinances
Variance	Zoning	See City Code of Ordinances
Tree Permit application fee	Zoning	See Zoning Code/City Code of Ordinances
Landscape reinspection fee	Zoning	See Zoning Code/City Code of Ordinances
Capital recovery fees	Customer Service	See City Code of Ordinances 50.13 and 51.11
Tapping fee	Customer Service	See City Code of Ordinances
Deposits (water bill)	Customer Service	Deposit based upon size of meter (only applies if contractor responsible for water bills during period between meter installation and City acceptance of project.)
Administrative fee	Customer Service	See City Code of Ordinances
Building permit	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Building Reinspection fee	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Certificate of occupancy	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Lien law	Building Inspection	$5.00
Surcharge Bwd. Cty. Bd. of Rules & Appeals	Building Inspection	$0.60 per $1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum $2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum $2.00

BID PROPOSAL

PROJECT IDENTIFICATION

Project Name: Public Safety Complex Fire Alarm System Replacement

Bid Number: E-73-14

THIS BID IS SUBMITTED TO

OWNER: City of Pompano Beach, Florida

Address: 1190 N. E. 3rd Avenue, Pompano Beach, Florida 33060

BIDDER-COMPANY NAME

Name: _____

Address: _____

_____

NAME OF PERSON TO CONTACT FOR ADDITIONAL INFORMATION ON THIS BID

Name & Title: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Date: _____

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) Days after the Bid Opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined copies of all the bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

C. BIDDER has studied carefully all reports and drawings of physical conditions which are identified in the bid.

D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (C) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

E. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said site are or will be required by Bidder in order to perform and furnish the Work at Work Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents.

F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

G. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Owner is acceptable to Bidder.

H. This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or

corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidding or over OWNER.

4. BIDDER agrees that the construction of the Project will be substantially complete within ____ calendar days after the date when the Contract Time commences to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment within ____ calendar days after the date when the Contract Time commences to run.

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

5. BIDDER agrees that all Federal, State and local sales and use taxes are included in the stated bid prices for the Work.

6. BIDDER further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit prices (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

7. **BID PROPOSAL**

For the following, furnish all tools, materials, labor and any other incidentals required for the replacement of an existing fire alarm system as specified herein and on the associated project drawings. The project location is at 100 Southwest Third Street, Pompano Beach, FL 33060, according to the plans and as specified herein:

(The rest of the page has been left blank intentionally.)

Item	Description	Quantity	Unit	Unit Price	Amount
1	Provide new fire alarm system	1	LS	_____	_____
2	Additional annunciation device	1	EA	_____	_____
3	Additional detection device	1	EA	_____	_____
4	Remove existing fire alarm system	1	LS	_____	_____
5	Remove/replace ceiling tiles	50	EA	_____	_____
6	Remove/replace hard ceilings	1	SqFt	_____	_____
7	Indemnification	1	LS	10.00	10.00
	GRAND TOTAL				_____

8. The above includes all the necessary excavation, backfill, grading, restoration, and removal of materials attendant upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.

DATE _____ BIDDER: _____
(Corporation Name) (Partnership Name) (Trade Name)

BY: _____
Name & Title of Signer

_____
Manual Signature

Company Name: _____

Company Address: _____

_____(Zip) _____

Telephone #: (_____)_____

Facsimile #: (_____)_____

Federal I.D. #_____

State of Florida Contractor's license #_____

Broward County Certificate of Competency #:_____
Expiration Date: _____

9. At the preconstruction conference, the BIDDER shall submit a complete detailed schedule of shop drawing submittals which will show lead time for:

Date of Planned submittal.

Date of anticipated receipt of review (usually three weeks after submittal).
Delivery lead time.
Anticipated installation date.

10. Qualifications Of Bidders

To demonstrate qualifications to perform the Work, and to be considered for award, each Bidder must submit written evidence, such as previous experience, present commitments and other such data as may be called for below (or in SUPPLEMENTARY CONDITIONS). Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

10.1 How many years has your organization been in business as a General Contractor?

_____

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

_____

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

_____

_____

10.4 List all work performed over the last year.

Project Name _____

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

(Attach additional information as required)

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

Project Name _____

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

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

NAME	ADDRESS	TELEPHONE	CONTACT PERSON

10.7 Have you personally inspected the proposed work and have you a complete plan for it performance?

_____

10.8 Will you sub-contract any part of this work? _____ Yes _____ No

If Yes, list all proposed subcontractors to be used on this project if the Bidder is awarded the Contract for this project. The successful Bidder shall submit a COMPLETE list of any work that he proposes to subcontract and the proposed subcontractors prior to execution of the contract.

CLASSIFICATION OF WORK	NAME AND ADDRESS OF SUBCONTRACTOR

(Submit any additional contractors to be used on a separate sheet.)

10.9 The following information shall be provided for this project:

(a) Estimated total construction manhours _____

(b) Percent manhours to be performed by Contractor's permanent staff _____

(c) Percent manhours to be performed by direct hire employees _____

(d) Percent manhours to be performed by Subcontractors _____

11. Equipment

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

_____

_____

_____

11.1 What equipment will you rent for the proposed work?

_____

_____

11.2 What equipment will you purchase for the proposed work?

_____

_____

12. Conflict Of Interest

For purposes of determining any possible conflicts of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (a City employee is also associated with your business), or "no". If yes, give person(s) names and position(s) with your business.

Yes _____ Name(s) and Position(s) _____

No _____

(Note: If answer is "yes", you must file a statement with the supervisor of Elections, pursuant to Florida Statutes 112.313).

13. If the BIDDER is:

An Individual

By

_____(SEAL)

(Individual's Name)

doing business as

_____

Business address:

_____

_____

Phone No.:

_____

A Partnership

By

_____(SEAL)

(Firm Name)

_____

(General Partner)

Business address:

_____

Phone No.:

_____

A Corporation

By

_____

(Corporation Name)

_____

(State of Incorporation)

By

_____

(Name of Person Authorized to sign)

_____

(Title)

(Corporate Seal)

Attest

_____
(Secretary)

Business address:

_____

_____

Phone No.: _____

A Joint Venture

By

_____
(Name)

_____
(Address)

By

_____
(Name)

_____
(Address)

(Each joint venturer must sign. The name for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

TO BE RETURNED WITH BID

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

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

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

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

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

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

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____ _____
CONTRACTOR'S SIGNATURE CONTRACTOR'S PRINTED NAME

Date: _____

LOCAL BUSINESS PARTICIPATION GOAL ANNOUNCEMENT

BID # E-73-14

The City of Pompano Beach is strongly committed to insuring the participation of City of Pompano Beach Businesses as contractors and subcontractors for the procurement of goods and services.

Bidders are encouraged to participate in the City of Pompano Beach's voluntary Local Business Program by including, as part of their bid package, the Local Business Participation Form (Exhibit "A"), and the Letter of Intent Form (Exhibit "B").

Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability Form and Good Faith Effort Report (Exhibits "C" and "D").

The recommended voluntary goal for this bid is 10% for Local Businesses.

TO BE RETURNED WITH BID

CITY OF POMPANO BEACH, FLORIDA
LOCAL BUSINESS PARTICIPATION FORM

Bid Number & Title: _____ Prime Contractor's Name: _____

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed	Contract Amount

EXHIBIT "A"

TO BE RETURNED WITH BID

LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

Bid Number_____

TO: _____
(Name of Prime or General Bidder)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

_____

_____

_____

_____

_____

at the following price: _____

_____ _____
(Date) (Name of Local Business Contractor)

(address): _____

_____

BY: _____

EXHIBIT "B"

TO BE RETURNED WITH BID

LOCAL BUSINESS
UNAVAILABILITY FORM

BID # _____

I, _____
(Name and Title)

of _____, certify that on the _____day of

_____, _____, I invited the following LOCAL BUSINESSES to bid work items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)

Said Local Businesses:

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other: _____

Signature: _____

Date: _____

Note: Attach additional documents as available.

EXHIBIT "C"

TO BE RETURNED WITH BID

GOOD FAITH EFFORT REPORT
LOCAL BUSINESS PARTICIPATION

BID #_____

1. What portions of the contract have you identified as Local Business opportunities?

_____

_____

_____

_____

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to Local Businesses?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

_____

_____

7. List the Local Businesses you will utilize and subcontract amount.

_____ $_____

TO BE RETURNED WITH BID

_____ $_____

_____ $_____

8. Other comments: _____

_____

_____

_____

_____

EXHIBIT "D"

SBE GOAL ANNOUNCEMENT

BID # E-73-14

The City of Pompano Beach is strongly committed to insuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services.

The SBE criteria being used is as stated in FSS 288.703. As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

Bidders are encouraged to participate in the City of Pompano Beach's Voluntary SBE Program by including as part of their bid package the SBE Participation Form (Exhibit "E"), and the Letter of Intent Form (Exhibit "F").

Bidders who are unable to meet the recommended voluntary goals should also provide the SBE Unavailability Form and Good Faith Effort Report (Exhibits "G" and "H").

The recommended, voluntary goals for this bid are 15% for Small Business Enterprises.

TO BE RETURNED WITH BID

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Bid Number & Title: _____ Contractor's Name: _____

Name of Firm	Contact Person Telephone Number	Type of Work To Be Performed	Contract Amount

(BIDDER SHOULD INCLUDE CERTIFICATES FOR ANY FIRMS LISTED ON THIS PAGE)

FOR CITY USE ONLY

Total Contract Amount _____ Total SBE Contract Amount_____

Are documents requested submitted accordingly ___ YES ___ NO

EXHIBIT "E"

TO BE RETURNED WITH BID

LETTER OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR

Bid Number_____

TO: _____
(Name of Prime or General Bidder)

The undersigned intends to perform subcontracting work in connection with the above contract as (check below)

_____ an individual _____ a corporation

_____ a partnership _____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

_____

_____

_____

at the following price: _____

_____ _____
(Date) (Name of SBE Contractor)

(address): _____

_____

BY: _____

SBE EXHIBIT "F"

TO BE RETURNED WITH BID

SMALL BUSINESS ENTERPRISE (SBE)
UNAVAILABILITY FORM

BID # _____

I,_____
(Name and Title)

of_____, certify that on the _____day of

_____, _____, I invited the following SBE CONTRACTOR(s) to bid work items to be performed in the City of Pompano Beach:

SBE Contractor Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor Labor Only, etc.)

Said SBE CONTRACTOR(s):

___ Did not bid in response to the invitation

___ Submitted a bid which was not the low responsible bid

___ Other:_____

Signature: _____

Date: _____

Note: Attach additional documents as available.

SBE EXHIBIT "G"

TO BE RETURNED WITH BID

GOOD FAITH EFFORT REPORT

BID #_____

1. What portions of the contract have you identified as SBE opportunities?

_____ _____ _____

_____ _____ _____

_____ _____ _____

2. Did you provide adequate information to identified SBE? Please comment on how you provided this information.

_____

_____

_____

3. Did you send written notices to SBEs?

____ Yes ____ No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

____ Yes ____ No

If yes, please attach copies of the ads, including name and dates of publication.

5. Did you contact any organizations with large constituents of SBE members for possible sub-contractors? Please attach list of resource organizations used.

6. What type of efforts did you make to assist SBEs in contracting with you ?

_____

_____

TO BE RETURNED WITH BID

7. List the SBEs you will utilize and subcontract amount.

_____ $_____

_____ $_____

_____ $_____

8. Other comments: _____

_____

_____

_____

_____

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "H"

BID BOND

STATE OF FLORIDA)
ss
)

KNOW ALL MEN BY THESE PRESENTS, that we , _____

_____ as principal, and

_____

hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of _____ Dollars ($ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

(Bid Name) _____

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 10 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said _____,

as Principal herein, has caused these presents to be signed in the name by its _____

_____ and attested by its _____ under its corporate seal,

and the said _____

_____ as Surety herein, has caused these presents to be signed in its name by

its _____

under its corporate seal, this _____ day of _____ A.D. _____ (year)

Signed, sealed and delivered in
the presence of:

_____
Principal -

By: _____

_____

_____
As to Principal

_____

Surety
By:_____
Attorney-in-Fact
(Power-of-Attorney to be attached)

_____

_____

By: _____
Resident Agent

END OF SECTION

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter call OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. **WORK**

The project consist of the furnishing of all labor, equipment and materials for:

_____
_____
_____
_____
_____
_____

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: (Bid Name)_____.

Article 2. ENGINEER

The Project has been designed by _____ who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

The Work will be substantially completed within _____ days from the date the Contract Time commences to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within _____ days from the date the Contract Time commences to run.

Article 4. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in the proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred and 00/100 dollars ($200.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER one hundred and 00/100 ($100.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

Article 5. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See BID PROPOSAL attached from bid/contract documents.

Article 6. PAYMENT PROCEDURES

6.1 CONTRACTOR shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the GENERAL CONDITIONS.

6.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

6.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and such amounts as ENGINEER shall determine, or OWNER may withhold, accordance with the GENERAL CONDITIONS.

10% of Work completed will be withheld by OWNER as retainage.

6.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the GENERAL CONDITIONS.

6.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said GENERAL CONDITIONS.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the bid, and accepts the determination set forth in the bid of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to or to supplement physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement.

8.2 Exhibits to this Agreement.

8.3 Performance and other Bonds, identified as exhibits Performance and Payment Bond.

8.4 Notice of Award.

8.5 GENERAL CONDITIONS.

8.6 SUPPLEMENTARY CONDITIONS.

8.7 Specifications bearing the title (Bid Name _____ consisting of (# of sections ____) and (_____)pages, as listed in table of contents thereof.

8.8 Drawings, consisting of a cover sheet and sheets numbered (___) through (____) inclusive with each sheet bearing the following general title:

(Bid Name)_____

8.9 Addenda numbers _____ to _____, inclusive.

8.10 Contractor's Bid pages.

8.11 Contractor's Sworn Statement on Drug-Free Workplace Section 287.087, Florida Statutes, on Drug-Free Workplace and consisting of one (1) page.

8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (Pages _____ to _____, inclusive).

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

8.14 The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8.

8.15 The insurance certificate detailing terms and provisions of coverage as required by the bid and approved by the City of Pompano Beach Risk Manager.

The Contract Documents may only be amended, modified or supplemented as provided in the GENERAL CONDITIONS.

Article 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in the GENERAL CONDITIONS will have the meanings indicated in the GENERAL CONDITIONS.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction my be limited by law), and unless specifically stated to the Contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Witnesses:

CITY OF POMPANO BEACH

_____

By: _____
Lamar Fisher, Mayor

_____

By: _____
Dennis W. Beach, City Manager

Attest:

_____
Mary L. Chambers, City Clerk

(SEAL)

Approved as to form:

_____
Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

CONTRACTOR

_____
(Print name of company

Witnesses:

By:_____

_____

Print Name:_____

_____

Title:_____

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____, to me known to me to be the person described in and who executed the foregoing contract and acknowledged that he executed the same.

Witness my hand and official notarial seal at _____ _____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____, known to me to be one of the members of the partnership of _____ _____ described in and who executed the foregoing instrument and he acknowledged that he executed the same on behalf of said partnership and that same is the act and deed of said partnership.

Witness my hand and official notarial seal at _____ _____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF }
} ss:
COUNTY OF }

On this _____ day of _____, _____, before me personally came and appeared _____,

to me known, who, being by me duly sworn, did depose and say that he resides at _____

_____, that he is the _____

of _____, the corporation described in

and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that he is the proper official of said corporation designated to execute such contract, that he has authority so to do, that he executed same for and in behalf of said corporation, and this his act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____

_____ the day and year above written.

_____
Notary Public

My Commission Expires: _____

Bond No. _____

Performance Bond

Project No:
Project Title:

KNOW ALL PERSONS BY THESE PRESENTS, that:

_____

as Principal, and

_____

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto The City of Pompano Beach, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

_____

(Written Amount) (Figures)

good and lawful money of the Unites States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

WHEREAS, the above bounded Principal (hereafter alternately referred to as "Contractor") did on

_____

enter into a Contract with the said The City of Pompano Beach, Florida (hereafter alternately referred to as "Owner") a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

_____

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

WHEREAS, it was one of the conditions of the award of said contract with The City of Pompano Beach, Florida that these presents should be executed.

NOW THEREFORE, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless The City of Pompano Beach, Florida against and from all costs, expenses, damages, injury, or be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions: or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the Owner elects, upon determination by Owner and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

To the limit of the amount of this Bond, Surety's liability to Owner shall include but not be limited to, the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; additional legal, design professional, and liquidated damages as specified in the Contract Documents arising out of and in connection with Principal's default and Surety's actions, inactions, and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees.

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications. Additionally, Surety hereby stipulates and agrees that the bond penalty set forth above shall automatically increase coextensively with any Owner approved change orders which increase the overall contract amount.

Contractor shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Construction Contractor.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed in, at Pompano Beach, Broward County, Florida, this

_____day of _____

Countersigned By:

Contractor:

_____

By: (Signature) _____

(SEAL)

Surety:

By: _____

(SEAL OF SURETY)

Address:

Bond No. _____

PAYMENT BOND FORM

Project No:

Project Title:

Facility Name:

BY THIS BOND, WE, _____, as Principal,

and _____, a corporation, as Surety, are bound to The City of Pompano Beach, Florida, herein called "Owner", in the sum of :

_____

(Written Amount) (Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. This Payment Bond is intended to be governed by 255.05, F.S.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract dated

_____

between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference; and

2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1. of this bond;

then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect Surety's obligation under this bond.

Dated on :_____

Name of Surety: _____

(SEAL OF SURETY)

By: _____

Attorney in Fact

Name of Principal: _____

(SEAL OF PRINCIPAL)

By:

_____

Its authorized officer

General Conditions of the Contract

ARTICLE 1. DEFINITIONS.

1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract.

1.02 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.

1.02.01 **Owner**: The City of Pompano Beach, Florida, (also referred to as the "City").

1.02.02 **Contractor**: The "party of the second part" to the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.

1.02.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents.

1.03 **City Engineer:** City Engineer of the City of Pompano Beach, Florida.

1.04 **Final Completion**: Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work.

1.06 **Inspector:** An employee(s) of The City of Pompano Beach, Florida, referred to hereinafter as the "**Inspector,**" who(m) is/are assigned by the City Engineer to periodically inspect the Project during the construction process, and who assist(s) the City Engineer in reviewing field performance and its compliance with the Contract Documents.

1.06.01 **Resident Inspector:** An employee or subconsultant of the **Project Consultant** employed to perform either periodic or full-time specific inspection duties.

1.07 **Other Contractors**: Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion of the Work covered by the Contract.

1.08 **Owner's Representative**: The City Official who has been delegated responsibility by the City Manager to act as the City's project coordinator. (In most cases, the City Engineer shall be assigned this duty.)

1.09 **Phase**: A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.

1.10 **The Project**: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.11 **Punch List**: A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).

1.12 **Subcontractor**: A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

1.13 **Sub-subcontractor**: A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.

1.14 **Submittals**: Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-builts", surveys, videos and other types of information described in the specifications.

1.15 **Substantial Completion**: The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.

1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.

1.17 **Superintendent**: The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.

1.18 **Work**: The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.19 **Written Notice**: Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to him who gives notice. Electronic, FAX or other telephonic transmission shall not be considered as written notice.

ARTICLE 2. THE WORK.

2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.

2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.

2.03 The Contractor represents and warrants to the Owner that:

2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;

2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;

2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;

2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract, and is legally permitted to perform all the work set forth in this Construction Contract.

2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.

2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

3.01 The Contractor represents that:

3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.

3.01.02 All construction materials, labor, methods, means, techniques, sequences and procedures required to carry out the Work, all safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.

3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.

3.01.04 The Contract Time is adequate for the performance of the Work.

3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.

3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

ARTICLE 4. INTENT AND INTERPRETATION.

4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project

Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.

4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.

4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.

4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.

4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.

4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT

5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.

5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.

5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

ARTICLE 6. TEMPORARY UTILITIES.

6.01 Water For Execution of the Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

6.03 Temporary Sanitary Facilities And Sewers:

6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.

6.03.02 No nuisance will be permitted.

6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.

6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

ARTICLE 7. PROGRESS.

7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).

7.01.01 Such schedule shall be in a form acceptable to the Owner.

7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.

7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.

7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.

7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.

7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.

7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.

7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.

7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.

7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:

7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or

7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

ARTICLE 8. EXPEDITING

8.01 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.

8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expediting purposes.

8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.

8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

ARTICLE 9. COMPLETION

9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.01.01 For a Project with an estimated cost of less than $10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.

9.01.02 For a Project with an estimated cost of $10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.

9.02 For a Project involving the construction of more than one building or structure, or involving a multiphased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.

9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.

9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.

9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

ARTICLE 10. CONTRACT PAYMENTS

10.01 Schedule of Values:

10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.

10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.

10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.

10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.

10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.

10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.

10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.

10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.

10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.

10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:

a. Within ten (10) days review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.

b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.

10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.

10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.

10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.

10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.

10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.

10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.

10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.

10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.

10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.

10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.

10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.

10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR

11.01 The Owner may withhold as retainage ten (10) percent of the payment owed to the Contractor until fifty-percent (50%) completion of the Project. After fifty-percent (50%) completion is reached, the Owner will reduce the amount of retainage withheld from each subsequent progress payment to five percent.

11.01.01 Fifty-percent (50%) completion shall be defined in the Contract Documents. If not defined, fifty-percent (50%) completion shall be the point at which the Owner has expended fifty-percent (50%) of the total cost of the construction services purchased with all costs associated with existing change orders and any other additions or modifications to the construction services provided for in the Contract Documents.

11.01.02 After fifty-percent (50%) completion of the Project, the Contractor may present to the Owner an Application for Payment of up to one-half of the retainage retained by the Owner prior to the fifty-percent completion date. The Owner shall promptly make such payment unless the Owner has grounds for withholding the payment retainage as provided herein.

11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.

11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.

11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:

11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;

11.04.02 Liquidated Damages as set forth in this Contract;

11.04.03 Defective Work unremedied;

11.04.04 Punch-List items unremedied;

11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;

11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;

11.04.07 Failure to comply with any and all insurance requirements;

11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;

11.04.09 Damage to the Owner or another contractor;

11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;

11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;

11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

12.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.

13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

ARTICLE 14. LICENSES AND PERMITS.

14.01 All licenses and permits necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor, unless expressly provided for elsewhere in the Contract Documents.

14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

ARTICLE 15. CEASE AND DESIST ORDER.

15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.

15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.

15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

ARTICLE 16. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.

16.01 The Contractor shall perform the Work in accordance with the Contract Documents.

16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.

16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.

16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.

16.06 Record Keeping on Site:

16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.

16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.

16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.

16.07 Shop Drawings And Other Submittals:

16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.

16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.

16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.

16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.

16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.

16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.

16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.

16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.

16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.

16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

ARTICLE 17. SUBCONTRACTS.

17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.

17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:

17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.

17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.

17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.

17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.

17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.

17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.

17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.

17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.

17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:

18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.

18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.

18.02 The Superintendent shall be present (or be temporarily represented by a person familiar with the project work activities and schedule) at the site of the Work at all times when the Work is actually in progress.

18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.

18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; heavy equipment in use; activities in progress; and inspections at site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

ARTICLE 19. COOPERATION WITH OTHERS.

19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 20. SITE CONDITIONS.

20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.

20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.

20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.

21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.

21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

21.02 Contractor shall comply with all applicable laws and regulations.

21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.

21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.

21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.

22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract.

22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.

23.01 The Project Consultant will provide Administration of the Contract.

23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.

23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.

23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.

23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.

23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.

23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.

23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.

23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.

23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.

ARTICLE 24. MATERIALS.

24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.

24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.

24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.

24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.

24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.

24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.

24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

ARTICLE 25. STORED MATERIALS.

25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.

25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.

25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.

25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.

25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.

25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:

25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.

25.02.02 Evidence that proper storage security is provided.

25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.

25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.

25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.

25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.

25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.

25.06 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.

25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment..

ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

26.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.

26.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.

26.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board.

26.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.

26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.

26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.

26.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.

26.03 If any material, equipment or workmanship is determined by Owner, City Engineer, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.

26.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

ARTICLE 27. WARRANTY.

27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.

27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after Final Completion of the Work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.

27.03 Contractor's warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.

27.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

ARTICLE 28. OFFICE SPACE FOR THE OWNER'S PERSONNEL.

28.01 The Contractor shall provide, at Contractor's expense, for the duration of the Work, a suitable lockable office for any Owner designated personnel.

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."

29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.

29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.

29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

ARTICLE 30. SALVAGE.

30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.

30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

ARTICLE 31. CLAIMS BY THE CONTRACTOR.

31.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Agreement between Owner and Contractor, in the event the Contractor is entitled to assert any other claim against Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which are treated as set forth therein), are subject to the following terms and conditions:

31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the City Engineer, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;

31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;

31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;

31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

ARTICLE 32. CHANGE ORDERS.

32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.

32.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:

32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;

32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:

a. By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,

b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 32.02.08 below) by determining the "total actual costs" (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.

32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.

32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.

32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.

32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.

32.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.

a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.

b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, subparagraph (c.) below.

c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

OVERHEAD AND PROFIT:

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 34.08.09(a) below) and labor costs (as defined under Article 34.08.09(b) below), and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 32.08.09(a) below and labor costs (as defined under Article 32.08.09(b) below) and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

d. BOND ALLOWANCE, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.

b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.

c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, City Engineer or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.

32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.

32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.

32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:

A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed $10,000 in the aggregate.

B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.

C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.

33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.

33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.

33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.

33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.

33.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.

33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.

34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.

34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.

34.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.

34.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.

34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.

34.08 Safety Precautions and Programs:

34.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.

34.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

34.09 Safety of Persons and Property

34.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

a. Employees on the Work and other persons who may be affected thereby;

b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.

a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.

b. The Contractor shall prominently post and maintain on the jobsite:

1) OSHA 200: Log and summary of occupational injuries and illnesses.

2) OSHA 2203: Provisions of the Act poster.

34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:

a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.

b. Holding weekly safety meetings with employees and Subcontractors.

c. Implementing OSHA Voluntary Protection Programs.

d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.

e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.

f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.

34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.

34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.

34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 35. ROYALTIES AND PATENTS.

35.01 The Contractor shall pay all royalties and license fees.

35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.

35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.

35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.

35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of $1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

ARTICLE 36. TAXES.

36.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract.

36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.

36.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person,

party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission.

37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.

37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.

37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledge the receipt of Ten ($10.00) Dollars, which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.

37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

ARTICLE 38. TERMINATION BY THE CONTRACTOR.

38.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.

38.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

ARTICLE 39. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.

39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:

39.02.01 Demobilization and remobilization, including such costs paid to subcontractors;

39.02.02 Preserving and protecting Work in place;

39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;

39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 40. TERMINATION BY THE OWNER.

40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:

40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.

40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.

40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.

40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.

40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.

40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:

a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.

b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;

c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

1. Contract prices for labor, materials, equipment and other services accepted under this Contract;

2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:

40.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

40.03.02 In such case, the Contractor shall not be paid further until the Work is complete.

40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the

Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

ARTICLE 41. CONTRACTOR'S INSURANCE

41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.

41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.

41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.

41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than $1,000,000 for injury or death to any one person and not less than $2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than $1,000,000 per claimant and $2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with $1,000,000 per occurrence, $2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.

41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.

41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars ($1,000,000) per claimant, one million dollars ($1,000,000) per occurrence.

41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.

41.07 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss

or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.

41.08 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

41.09 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.

41.10 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.

41.11 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

42.01 For a Project with an estimated cost of $200,000.00 or more, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS

44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time Work is performed pursuant to the Contract Documents.

44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.

44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

ARTICLE 45. DISPUTE RESOLUTION.

45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.

45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.

46.01 The Construction Contract shall be governed by the laws of the State of Florida.

46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.

46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor's Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

ARTICLE 47. RIGHTS AND REMEDIES.

47.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.

48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

ARTICLE 49. PUBLIC RECORDS.

49.01 The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

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

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

49.02 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

SUPPLEMENTARY CONDITIONS

1. RELEVANT PROJECT EXPERIENCE

Bidders shall show specific project experience as a prime contractor for a minimum of three projects within the last three years of similar or greater complexity and construction cost. Reference contact information must be furnished for all fire alarm projects claimed as relevant experience under this requirement including: Project Name and Number, the municipality or government agency for whom the project was done, total project cost, when the project commenced and was completed, project manager with phone number, whether or not there were any changes to the contract cost or time, a complete list of warranty items that required attention after the completion of the project.

SPECIFICATIONS

See "E-73-14 Specs" and "E-73-14 Plans"

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 THE REQUIREMENT

A. The CONTRACTOR shall at all times maintain at the site of the project a record copy of:
   1. Drawings
   2. Specifications
   3. Addenda
   4. Change Orders and other modifications to the Contract.
   5. Approved Shop Drawings, Product Data and Samples.
   6. Field Test Records.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. All applicable sections of the Specifications.
B. General conditions.

MAINTENANCE OF DOCUMENTS AND SAMPLES

C. Store documents and samples in CONTRACTOR'S field office apart from documents used for construction.
   1. Provide files and racks for storage of documents.
   2. Provide locked cabinet or secure storage space for storage of samples.
D. File documents and samples in accordance with CSI format.
E. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
F. Make documents and samples available at all times for inspection by CITY'S Representatives.

1.03 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by PROGRAM MANAGER.

1.04 RECORDING

Definition: The Project Record is the updated and revised plans and specifications, including a running account of all known revisions and changes made to the original plans and specifications, complete with copies of any field sketches and clarifications, issued over the course of construction. The Project Record is the responsibility of the CONTRACTOR.

A. The CONTRACTOR shall label each document, "PROJECT RECORD" in neat large printed letters, or by rubber stamp.
B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
C. Drawings: Legibly mark to record actual construction:

1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
3. Field changes of dimension and detail.
4. Changes made by Field Order or by Change Order.
5. Details not on original Contract Drawings.
6. The Record Drawing set shall show benchmark positions and their vertical values. Benchmarks are optional for Plan Views, but required for Profile Views.

D. Specifications and Addenda; Legibly mark each Section to record:
1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
2. Changes made by field order or by Change Order.

1.05 RECORD DRAWINGS

Definition: The Record Drawings are a revised set of drawing submitted by a contractor upon completion of a project. They reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract.

A. The CONTRACTOR shall maintain full size (24"X 36") project record to reflect the "record" items of work as the work progresses. Upon completion of the work, the CONTRACTOR shall prepare a set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS). The record drawings will, in the greatest possible detail, reproduce the exact final conditions of the entire project. Including, but not limited to, final survey, utilities, architecture, structural, civil conditions, electrical, mechanical, paving, landscaping, irrigation, updating all details and all notes, parking, and any other plans related to a specific project. For the purpose of producing the final record drawings, based on the project record, the CONSULTANT will furnish one set of full size design drawings on reproducible material and an electronic file (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) to the CONTRACTOR on compact disk or any other electronic means.

Definition: Design drawings or construction drawings, are drawings that are subject to clarifications, but are complete with enough information (plan, sections, dimensions, details, and notes, etc.) to enable the depicted item's construction or replication without additional information.

B. At a minimum the project record shall be reviewed on the 20th working day of every third month, or more often, as deemed necessary by PROGRAM MANAGER, after the month in which the final Notice-to Proceed is given as well as on completion of WORK. Failure to maintain the project record up-to-date shall be grounds for withholding monthly progress payments until such time as the record drawings are brought up-to date.

C. The project record shall be accessible to the CITY at all times during construction period.

D. The cost of maintaining record changes, and preparation of the record drawings shall be included in the unit prices bid for the affected items. Upon completion of the WORK, the CONTRACTOR shall furnish the PROGRAM MANAGER the set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) Pay request quantities must match this same set

of record drawings . The completed Record drawings shall be delivered to the PROGRAM MANAGER at least 48 hours prior to final inspection of the work. The Final Inspection will not be conducted unless the Record Drawings are in the possession of the PROGRAM MANGER.

E. The completed (or final) record drawings shall be certified by a Professional Land Surveyor, a registered and licensed Architect, a registered and licensed Engineer, a registered and licensed Landscape Architect, registered in the State of Florida. This certification shall consist of the professional discipline official's embossed seal bearing the professional discipline official's registration number, signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number for all of the professional discipline officials.

F. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:

1. All deviations from condition shown in the Construction Documents including Change Orders, Field Orders and other varying conditions.
2. Every utility (gas, telephone, power, water, force main, etc.) encountered and/or crossing drainage, water or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a 2-inch gas main crosses over the top of a 6-inch potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the CONTRACTOR's responsibility to note these crossings on a daily basis and insure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.
3. Pipelines that are "dead" or have been abandoned shall be located during construction and shall be annotated Record Drawing Plans.
4. As-built survey drawings shall meet applicable minimum technical standards for land surveys as outlined in Section 61G17 of the Florida Administrative Code.

NOTE: For technical information on AutoCAD and GIS, please refer to the "Electronic As Built Requirements" located on the City Engineering Website: http://pompanobeachfl.gov/pages/department_directory/public_works/engineering_division/engineering_division.html.php

PART 2 -PRODUCTS (Not Applicable)

PART 3 -EXECUTION (Not Applicable)

END OF SECTION -01720

Meeting Date: January 13, 2015 Agenda Item 17

REQUESTED COMMISSION ACTION:

X Consent ____ Ordinance X Resolution ____ Consideration ____ Workshop

SHORT TITLE OR MOTION: A resolution to execute an agreement for installation, operation, and maintenance of equipment and a business services agreement between the City of Pompano Beach and Comcast Cable Communications Management, LLC, relating to public Wi-Fi service at the public beach, in Pompano Beach. (Fiscal impact $123.00 per month)

Summary of Purpose and Why:

These two agreements will allow Comcast to provide Internet service at the Pompano Beach Pier Concession stand. From this point the Pompano Beach Information Technologies Department will install the proper Wi-Fi equipment to allow free public wireless internet service at the public beach. The cost to the City will be $123.00 per month. There will also be a total of $200 for a one time installation fee.

STRATEGIC PLAN 7.1.3 Identify new technology options every five (5) years that may increase productivity

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: staff
(2) Primary staff contact: Gene Zamoski, Information Technologies Director Ext. 4537
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding: Budgeted expense in the Information Technologies Department To support existing operations.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
City Attorney	12/18/14	—	
IT Department	12/16/2014	Approved	
Finance	12/19/2014	Approve	A. Teague

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR INSTALLATION, OPERATION AND MAINTENANCE OF EQUIPMENT AND A BUSINESS SERVICES AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC RELATING TO PUBLIC WI-FI SERVICE AT THE PUBLIC BEACH; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Agreements between the City of Pompano Beach and Comcast Cable Communications Management, LLC., copies of which Agreements are attached hereto and incorporated by reference as if set forth in full, are hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreements between the City of Pompano Beach and Comcast Cable Communications Management, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
1/7/15
l:reso/2015-140

DocuSign Envelope ID: 7FA5953D-2C8B-4E66-8FD1-1B0326A6CBA5

Comcast

Comcast Cable Communications Management, LLC
789 International Parkway
Sunrise, FL 33323

Attention: Business Services Vice President
Date: January 5, 2015

RE: **Access to Property**
Property Address: **222 N Pompano Beach Blvd WB:8315058**
Pompano Beach , FL 33062

Dear Comcast:

The city of Pompano Beach, (the "Owner"), being the owner of the premises described above (the "Property"), hereby consents to the installation, operation, and maintenance by Comcast Cable Communications Management, LLC, on behalf of its affiliates (together, "Comcast"), at Comcast's sole cost and expense, of Comcast's cable and other equipment into, over, under, across, and along the Property, to be used by Comcast to provide communications services to tenants and other occupants of the Property.

Comcast will contact the Owner, or Owner's representative, ***before*** *work begins. This information will not be used for any other purpose.*

Contact name & phone number: EugeneZamoski ***954-786-4530***
(Type)

Contact email address: eugene.zamoski@copbfl.com
(Type)

Comcast shall repair any damage to the Property caused by the installation, operation, or maintenance of Comcast's equipment on the Property.

Owner's consent will continue for so long as Comcast provides communications services to tenants or other occupants of the Property.

Sincerely,

Owning Entity: City of Pompano Beach

By: _____
Name: _____
Title: _____

Accepted and Agreed to by:
Comcast Cable Communications Management, LLC

DocuSigned by:
By: _____
9BC20B3A2427426...
Name: **Gary Phillips**
Title: Vice President of Business Services
Date: 1/5/15

[Comcast rev. October, 2013]

DocuSign Envelope ID: 7FA5953D-2C8B-4E66-8FD1-1B0326A6CBA5

January 5, 2015

Pompano Beach Fishing Pier
222 N Pompano Beach Blvd, Pompano Beach, FL 33062

Comcast is looking forward to working with you to bring our services to your property. To help us better serve you, please provide a unit count including occupied, vacant, and all multi units occupied by one tenant. If you prefer to provide an address list in place of this letter, please feel free to do so.

Total unit count: __1___ (this assists with network capacity and equipment)

Signature: _____
Name: _____
Title: _____

Please return this form with your signed agreement.
Thank you,

Andrew Lefcourt
Regional Market Development Manager

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER
MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

COMCAST BUSINESS

BUSINESS SERVICE ORDER AGREEMENT

Account Name: Pompano Beach Fishing Pier **ID#:** 8315058

CUSTOMER INFORMATION (Service Location)

Address 1	222 N POMPANO BEACH BLVD	City	POMPANO BEACH
Address 2		State	FL
Primary Contact Name	Eugene Zamoski	ZIP Code	33062
Business Phone	(954) 786-4530	County	
Cell Phone		Email Address	eugene.zamoski@copbfl.com
Pager Number		Primary Fax Number	
Technical Contact Name		Tech Contact On-Site?	No
Technical Contact Business Phone		Technical Contact Email	
Property Manager Contact Name		Property Mgr. Phone	

COMCAST BUSINESS SERVICES

	Selection (X)
Business Voice	
Business Internet	X
Business TV	

Service Term (Months)	12

COMCAST BUSINESS SERVICES DETAILS

Business Voice*

VOICE SELECTIONS	Quantity	Unit Cost	Total Cost
Full Feature Voice Lines	0		
Adtl. F.F. Voice Lines w/ pkg.			
4+ Lines			
Basic Lines	0		
Fax Lines			
Toll Free Numbers			
Equipment Fee			

VOICE OPTIONS	Selection(X)	Total Cost
Voicemail	0	
DL: Published		
DL: Non Listed		
DL: Non Published		
DL: Government School		
Auto-Attendant		

* Voice offers & options not available in all markets.

Business Internet*

INTERNET SELECTIONS	Selection(X)	Total Cost
Starter		
Preferred		
Other Deluxe	X	$109.95
Equipment Fee	X	$12.95

INTERNET SELECTIONS	Selection(X)	Non-Recurring Charge
Wireless Gateway Fee		

*Business Internet speed tier selections not available in all markets. With the exception of Basic Connect, all Business Internet speed tiers from Comcast include two(2) Microsoft Outlook email boxes for no additional charge. The Basic Connect speed tier does not include such email boxes. Additional email boxes may be purchased seperately. Comcast reserves the right to change this Microsoft Outlook email offering at any time, at its sole discretion, upon written notice to Customer.

INTERNET OPTIONS	Selection(X)	Total Cost
Microsoft Outlook Office Email	X	Included
Web Hosting - Starter	X	Included
Static IP		
Dynamic IPV6		
Wi-Fi		

* Internet selections & options not available in all markets.

Comcast Business Packages

Package Name:

PACKAGE DESCRIPTION

Business TV*

TV SELECTIONS	Selection(X)	Total Cost
Basic		
Select		
Information & Entertainment		
Variety		
Standard		
Preferred		
Music Choice Standalone		

TV OPTIONS	Selection	Total Cost
Sports Pack**		
Music Choice W/Comcast Business		
Canales Selecto		
Other Programming		
Other Programming		
Other Programming		

TV OUTLETS	Quantity	Unit Cost	Total Cost
Additional Outlets			
HD Outlet Charges			

mini mDTA/mDTA Type	# of Outlets	NRC	MRC

* Not available in home offices or public view establishments. TV selections & options not available in all markets. Customer acknowledges and understands Customer may be responsible for additional music licensing or copyright fees for music contained in any or all of the Services, including, but not limited to Video and/or Public View Video.

** Available for Standard & Preferred TV offers only.

COMCAST BUSINESS

BUSINESS SERVICE ORDER AGREEMENT

Account Name: Pompano Beach Fishing Pier **ID#:** 8315058

COMCAST BUSINESS TOTAL SERVICE CHARGES

Comcast Business	Selection(X)	Quantity	Unit Cost	Total Cost
Installation Fee	X		$199.00	$199.00
Voice Activation Fee*				
Auto-Attendant Setup Fee				
Voice Jack Fee				
Toll Free Activation Fee				
Directory Listing Suppression Fee				

Total Monthly Service Charge	$122.90
Promotional Code (if applicable)	
Discount On Internet(if applicable)	
Discount On Video(if applicable)	
Discount On Voice(if applicable)	
Total Discount	$0.00

* Per line activation fee, up to four (4) line maximum charge.

Total Installation Charges:* $199.00

Total Recurring Monthly Bill:* $122.90

* Does not include Custom Installation Fees.

* Applicable federal, state, and local taxes and fees may apply.

GENERAL SPECIAL INSTRUCTIONS

COMCAST BUSINESS

BUSINESS SERVICE ORDER AGREEMENT

Account Name: Pompano Beach Fishing Pier **ID#:** 8315058

COMCAST BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email	No	Equipment Selection	D3.0 IP Gateway
Number of Static IPs*		Business Web Hosting	Yes

* If 5 or more Static IPs are requested a STATIC IP JUSTIFICATION FORM is required.

COMCAST BUSINESS TV CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary		
Outlet 2 - Additional		
Outlet 3 - Additional		
Outlet 4 - Additional		
Outlet 5 - Additional		
Outlet 6 - Additional		
Outlet 7 - Additional		
Outlet 8 - Additional		

Additional Comments:

OUTLETS 9 & UP	QUANTITY
Digital	
HDTV	
DTA	

COMCAST BUSINESS VOICE CONFIGURATION DETAILS

Phone #	Type	Voicemail

Customer Equipment

Phone System Type (Key System, PBX, Other)

Phone System Manufacturer

Fax Machine Manufacturer

Alarm System Vendor

Point of Sale Device

Telco Closet Location

Hunt Group Configuration Details

Hunt Group Features Requested (Yes/No)

Hunt Group Configuration Type

Hunt Group Pilot Number

Toll Free #	Calling Origination Area	Associated TN

Directory Listing Details

Directory Listing (Published, Non-Published, Unlisted)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	
Standard Industry Code Information	

Additional Voice Details

Caller ID (Yes/No)	
Caller ID Display Name (max 15 char.)	
International Dialing (Yes/No)	No
Call Blocking (Yes/No)	
Auto-Attendant (Yes/No)	No

COMCAST BUSINESS

BUSINESS SERVICE ORDER AGREEMENT

Account Name: Pompano Beach Fishing Pier **ID#:** 8315058

CUSTOMER BILLING INFORMATION

Billing Account Name	Pompano Beach Fishing Pier	City	POMPANO BEACH
Billing Name (3rd Party Accounts)		State	FL
Address 1	100 W Atlantic Blvd	ZIP Code	33060
Address 2		Billing Contact Email	eugene.zamoski@copbfl.com
Billing Contact Name	Eugene Zamoski	Billing Contact Phone	(954) 786-4530
Tax Exempt?*	Yes	Billing Fax Number	

** If yes, please provide and attach tax exemption certificate.*

AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (http://business.comcast.com/terms-conditions/index.aspx). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at http://business.comcast.com/terms-conditions/index.aspx (or any successor URL), and the then current High -Speed Internet for Business Privacy Policy located at http://business.comcast.com/terms-conditions/index.aspx (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed $500.00.

If you use the service in the first 30 days, you will be refunded your subscription fees, but charged the applicable one-time fee.

3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE E911 NOTICE:

E911 NOTICE

Comcast Business Voice service ("Voice") may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice, Comcast must have the correct service address for the Voice Customer. If Voice is moved to a different location without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice (including 911) may fail altogether.

- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.

- Voice calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

- Comcast will need several business days to update a Customer service address in the E911 system. All change requests and questions should be directed to 1-800-391-3000. USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.

4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx
Signature:
Print:
Title:
Date:

FOR COMCAST USE ONLY	
Sales Representative	Nina Sherman
Sales Representative Code:	76020
Sales Manager/Director Name	Lorraine Shabsels
Sales Manager/Director Approval	Lorraine Shabsels
Division:	Central
Lead ID:	8315058

COMCAST BUSINESS

BUSINESS SERVICE ORDER AGREEMENT

Account Name: Pompano Beach Fishing Pier **ID#:** 8315058

BUSINESS CLASS: CUSTOM INSTALLATION & CONSTRUCTION ADDENDUM

CUSTOMER INFORMATION (Service Location)

Address 1	222 N POMPANO BEACH BLVD	City	POMPANO BEACH
Address 2		State	FL
Primary Contact Name	Eugene Zamoski	ZIP Code	33062
Business Phone	(954) 786-4530	County	
Cell Phone		Email Address	eugene.zamoski@copbfl.com
Pager Number		Primary Fax Number	

TECHNICAL CUSTOMER CONTACT INFORMATION (Service Location)

Technical Contact Name		Tech Contact On-Site?	No
Technical Contact Business		Technical Contact Email	
Property Manager Contact Name		Property Mgr. Phone	

CUSTOMER BILLING INFORMATION

Billing Account Name	Pompano Beach Fishing Pier	City	POMPANO BEACH
Billing Name (3rd Party		State	FL
Address 1	100 W Atlantic Blvd	ZIP Code	33060
Address 2		Billing Contact	eugene.zamoski@copbfl.com
Billing Contact Name	Eugene Zamoski	Billing Contact	(954) 786-4530
Tax Exempt?*	Yes	Billing Fax	

** If yes, please provide and attach tax exemption certificate.*

CUSTOM INSTALLATION AND CONSTRUCTION ADDENDUM*

As set forth in Section 2.7 of the Comcast Business Class General Terms and Conditions, Comcast has determined that Custom Installation is necessary for the service location described above as follows:

Total Custom Installation Fees:	$2,880.74
Less Fees Paid by Comcast:*	$2,880.74
Fees Due Comcast:	$0.00

* Any Custom Installation Fee amount absorbed by Comcast must be immediately paid by you to Comcast if the applicable Sales Order is terminated prior to the end of the Service Term. Please sign below to agree to these Terms and Conditions.

CUSTOMER SIGNATURE	FOR COMCAST USE ONLY
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx.	Sales Representative: Nina Sherman
Signature:	Sales Representative Code: 76020
Print:	Sales Manager/Director: Francine Shabsels
Title:	Sales Manager/Director: Francine Shabsels
Date:	Division: Central
	Lead ID: 8315058

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER
MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Meeting Date: 01/13/2015 Agenda Item 18

REQUESTED COMMISSION ACTION:

x Consent ____ Ordinance ____ Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE Approval to purchase a Pac-Mac 8 yard rear loader for the Solid Waste and Recycling Division per the National Joint Powers Alliance (NJPA) contract #031014-HMC from JLM Equipment, Inc., in the amount of $38,500.00.

Summary of Purpose and Why:

The Public Works Department (Solid Waste and Recycling Division) requests approval to purchase a Pac-Mac 8 yard rear loader from JLM Equipment, Inc., the authorized Pac-Mac dealership for the State of Florida, per the NJPA contract #031014-HMC. The NJPA contract is valid through April 9, 2018, with renewals possible as stated in the bid specifications. JLM Equipment, Inc. will sell the Pac-Mac 8 yard rear loader to the City at the unit price contracted by the NJPA. The total cost for the rear loader, installed and delivered, will be $38,500. City Commission approval of this action is requested.

(1) Origin of request for this action: Staff
(2) Primary staff contact:: Robert McCaughan, Public Works Director 954 786-4097
(3) Expiration of contract, if applicable: See above
(4) Fiscal impact and source of funding: account 488-4910-534.64-05 Machinery & Equipment / Motor Vehicles

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	12/11/14	APPROVE	Robert McCaughan
General Services	12/5/14	APPROVE	[illegible]
Finance	12/15/14	Approval	S. Gibble
Budget	12-16-14	Approval	[illegible]

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

MEMORANDUM

Purchasing #15-025
December 5, 2014

To: Dennis W. Beach, City Manager

Through: Otis Thomas, General Services Director OT

From: Cassandra LeMasurier, Purchasing Supervisor CL

Subject: Purchase of Pac-Mac 8 Yard Rear Loader for Public Works Department

Contract Need/Background

The Public Works Department (Solid Waste and Recycling Division) is in need of a Pac-Mac 8 yard rear loader, manufactured by Hol-Mac Corporation, to replace the rear loader on existing vehicle 40910. The Public Works Department is requesting that the rear loader be purchased from JLM Equipment, Inc., the authorized Pac-Mac dealership for the State of Florida, per the NJPA contract #031014-HMC. The contract is valid through April 9, 2018, with possible renewal periods as stated in the contract. The cost of the equipment, installed and delivered is $38,500.00.

Attached you will find copies of a memorandum from Public Works, memorandum from Purchasing and applicable copies of the vendor quote, dealership authorization letter, manufacturer quote and NJPA contract documents.

Funding

The equipment will be funded from account 488-4910-534.64-05 Machinery & Equipment / Motor Vehicles.

Award Recommendation

After review of the NJPA contract with the Public Works Department it is recommended that JLM Equipment, Inc. be awarded a contract for the purchase of one (1) Pac-Mac 8 yard rear loader, at the price specified in the NJPA contract #031014-HMC.

enclosures

cc: file

pompano beach
Florida's Warmest Welcome

Solid Waste Division
Russell S. Ketchem, Solid Waste Manager

City of Pompano Beach, Florida

1190 NE 3rd Avenue, Bldg B Pompano Beach, Florida 33060 | p: 954.786.5516 | f: 954.786.4011

MEMORANDUM

TO: Otis J. Thomas, General Service Director

VIA: Hal Beard, Assistant Director Public Works

FROM: Russell S. Ketchem, Solid Waste Manager

SUBJECT: Vehicle #40910 Body Replacement

DATE: 2 December 2014

This memorandum is to support the need to replace the body for vehicle #40910, rear-loading garbage truck, due to premature failure of the unit.

The vehicle is a critical piece of equipment which is used for the collection of solid waste from bus stops, street and park containers.

The replacement cost is $38,500, which is from JLM Equipment. This cost is from the National Joint Powers Alliance (NJPA) Contract (#031014-HMC). The City is a member of the NJPA (member #46505).

The funding for this item is from account #488-4910-534.64-05.

JLM Equipment, Inc.

JLM Equipment, Inc.
18110 US Hwy 27
Suite 3
Lake Wales, FL 33853

(863)676-2244
sales@jlmequipment.com
http://jlmequipment.com

Estimate

Date	Estimate No.
11/12/2014	1242

Expiration Date
12/31/2014

Address
City of Pompano Beach 1190 NE 3rd Avenue Bldg. C Pompano Beach, FL 33061

Ship To
Forrest Hall City of Pompano Beach 1190 NE 3rd Avenue Bldg. A Pompano Beach, FL 33061

Ship Via	Sales Rep	Customer Code
Best Way	JM / TS	City of Pompano Beach

Date	Item Number	Description	Quantity	Price	Amount
11/12/2014	RL8	PAC-MAC Model RL8 Rear Loader with all Standard equipment, factory mounted and painted Standard White	1	31,784.11	31,784.11
11/12/2014	Misc	Remove and dispose of existing refuse body and hydraulic system.	1	750.00	750.00
11/12/2014	Misc	Install new refuse body and hydraulic system.	1	1,965.89	1,965.89
11/12/2014	Misc	Operator and Mechanical training upon delivery	1	1,500.00	1,500.00
11/12/2014		This quote is based on the NJPA Contract#: 031014-HMC of which the City of Pompano Beach is a member of (Member# 46505).			

Thank you for your interest in our line of High Quality Products!

SubTotal	$36,000.00
Shipping	$2,500.00
Total	$38,500.00

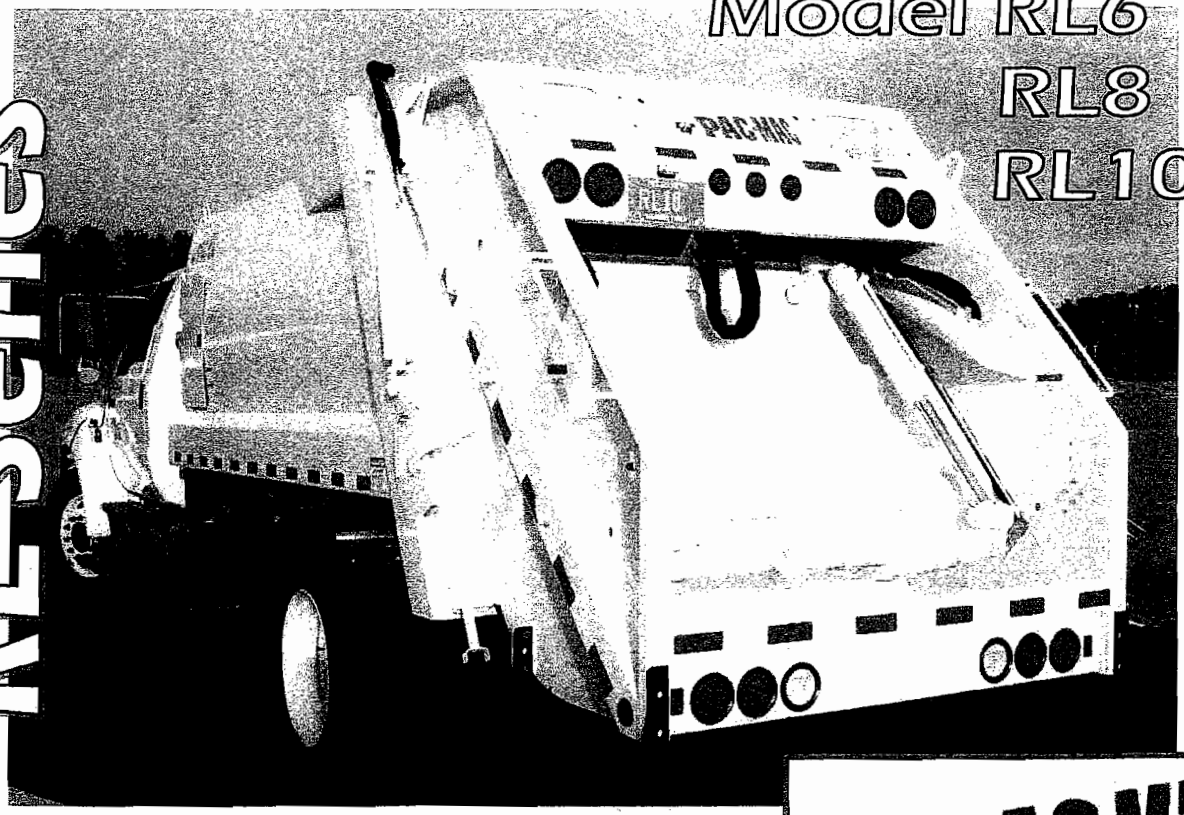
Accepted By

Accepted Date

OK
Forrest Hall

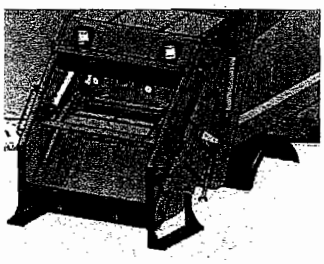
RL Series

Model RL6
RL8
RL10



PAC-MAC
REFUSE & RECYCLING EQUIPMENT

STANDARD FEATURES:



- Engineered using the most advanced computer modeling and stress analysis systems available.
- Meets or exceeds ANSI standards.
- Durable construction for years of reliable service.
- Ease of maintenance is built in.
- Integrated tailgate props.
- Automatic latches.
- The industry's highest standard in hydraulic system cleanliness.
- 10 micron return filtration.
- Engine speed-up system with overspeed protection
- Driver signal buttons on both sides.
- Hardened steel pins throughout.
- Replaceable hardened bushings in cylinder eyes and packer pivots.
- Single, clear rear strobe.

OPTIONAL EQUIPMENT:

- ◊ Cart tipper.
- ◊ Reeving system (Winch type)
- ◊ Dual rear strobes.
- ◊ Amber strobe/s.
- ◊ Smart light strobe system.
- ◊ Rear view camera system.
- ◊ Work lights.
- ◊ Frame-mounted water cooler.
- ◊ Frame-mounted tool box.

All design, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for informational purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.

HOL-MAC CORPORATION • P.O. Box 349 • Bay Springs, MS 39442 • (601) 764-4121

CERTIFIED QUALITY MANAGEMENT SYSTEM ISO 9001:2000
ANAB
DNV

GENERAL SPECIFICATIONS

MODEL	RL6	RL8	RL10
CAPACITY	6 cu. yd.	8 cu. yd.	10 cu. yd.
HOPPER CAPACITY	1 cu. yd.	1 cu. yd.	1 cu. yd.
OVERALL LENGTH (TAILGATE CLOSED)	162 in.	186 in.	210 in.
BODY WIDTH	87 in.	87 in.	87 in.
* BODY WEIGHT (APPROXIMATE)	7,235 lbs.	7,680 lbs.	8,120 lbs.
INSIDE HOPPER WIDTH	66.3 in.	66.3 in.	66.3 in.
FRAME TO HIGHEST POINT (TAILGATE CLOSED)	69 in.	69 in.	69 in.
FRAME TO HIGHEST POINT (TAILGATE OPEN)	111.75 in.	111.75 in.	111.75 in.
BODY CONSTRUCTION SPECIFICATIONS	RL6	RL8	RL10
SIDEWALLS	10 Ga high tensile steel	10 Ga high tensile steel	10 Ga high tensile steel
FLOOR (FLAT TYPE; NO TROUGH)	10 Ga high tensile steel	10 Ga high tensile steel	10 Ga high tensile steel
ROOF	10 Ga high tensile steel	10 Ga high tensile steel	10 Ga high tensile steel
EJECTION PANEL	10 Ga high tensile steel	10 Ga high tensile steel	10 Ga high tensile steel
HOPPER	3/16" T1 steel	3/16" T1 steel	3/16" T1 steel
PACKER FACE	3/16" T1 steel	3/16" T1 steel	3/16" T1 steel
SLIDE PANEL	3/16" T1 steel	3/16" T1 steel	3/16" T1 steel
LOWER TAILGATE SIDES	3/16" T1 steel	3/16" T1 steel	3/16" T1 steel
UPPER TAILGATE SIDES	10 Ga high tensile steel	10 Ga high tensile steel	10 Ga high tensile steel
LOAD SILL ABOVE HOPPER	1.25 in.	1.25 in.	1.25 in.
CYLINDER			
EJECTOR	Single stage 4 1/2" bore	2-stage 4 1/2" bore	2-stage 4 1/2" bore
TAILGATE	3 1/2" bore	3 1/2" bore	3 1/2" bore
SLIDE	3 1/2" bore	3 1/2" bore	3 1/2" bore
PACKER	3 1/2" bore	3 1/2" bore	3 1/2" bore
VALVES			
SHUTOFF	ball	ball	ball
PACKING CONTROLS	Sectional spool	Sectional spool	Sectional spool
EJECTOR / TAILGATE RAISE	Sectional spool	Sectional spool	Sectional spool
PERFORMANCE SPECIFICATIONS	RL6	RL8	RL10
PACKING CYCLES			
COMPLETE	16 sec.	16 sec.	16 sec.
RELOAD	7 sec.	7 sec.	7 sec.
MAXIMUM OPERATING PRESSURE	2,600	2,600	2,600
GALLONS PER MINUTE (GPM)	12 GPM @ 1,200 RPM	12 GPM @ 1,200 RPM	12 GPM @ 1,200 RPM
RESERVOIR	30 gallon	30 gallon	30 gallon
CHASSIS REQUIREMENTS	RL6	RL8	RL10
** MINIMUM GVWR	17,000 lbs.	19,500 lbs.	21,000 lbs.
USABLE CA	84~86 in.	108 in.	134~138 in.
MINIMUM AFTERFRAME	36 in.	36 in.	36 in.

*Approximate Body Weight empty and exclusive of options.
**Chassis must be capable of carrying the net weight of the body plus the weight of refuse collected.
These are requirements for a standard body. Consult your dealer for recommended specifications for your application.
Any chassis sent to Hol-Mac with less than the minimum guideline requirements will not be mounted.

PAC-MAC
REFUSE & RECYCLING EQUIPMENT

DISTRIBUTED BY
JLM EQUIPMENT, INC.
18110 US HWY 27, #3
LAKE WALES, FL 33859
TOLL FREE 1-855-676-3030
sales@jlmequipment.com

All design, specifications and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for informational purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment.

HOL-MAC CORPORATION • P.O. Box 349 • Bay Springs, MS 39442 • (601) 764-4121

JLMEQU1 OP ID: MZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cottingham & Butler, Inc.
800 Main Street
Dubuque, IA 52001
Paul J. Donovan

Phone: 563-587-5000
Fax: 563-583-7339

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Ins Co.	29424
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
JLM Equipment Inc,
18110 US Hwy 27 Suite 3
Lake Wales, FL 33859

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			83UENQO8506	09/20/2014	09/20/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			83UENQO8506	09/20/2014	09/20/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WEQO8507	09/20/2014	09/20/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

The certificate holder is additional insured on the General Liability policy subject to all terms and conditions of the policy forms.

APPROVED
RISK MANAGEMENT
CN: 11/26/14
BY: JM

CERTIFICATE HOLDER

CIPOFL1

City of Pompano Beach Florida
1190 NE 3rd Ave
Pompano Beach, FL 33060

SHM

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Paul J. Donovan

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Manufactured by: Hol-Mac Corp.
P. O. BOX 349 • 160 COMMERCE DRIVE
BAY SPRINGS, MISSISSIPPI 39422
601-764-4121 • FAX 601-764-3438
www.e-pac-mac.com

January 28, 2014

Mr. Carlos Carrizales
Regional Sales and Export Specialist
18110 US Hwy 27, Suite 3
Lake Wales, Florida 33859

RE: Authorized Florida Dealership

Dear Carlos:

This letter is to advise that JLM Equipment is the authorized Pac-Mac dealership for the state of Florida for new unit sales, parts and service.

Should you have any other questions, please do not hesitate to contact me by email at stbarnhardt3711@carolina.rr.com or by cell phone at 704-236-2081.

Sincerely,

Steve Barnhardt
National Sales Manager
Pac-Mac

HSB/sb

Manufactured by: Hol-Mac Corp.
P. O. BOX 349 • 160 COMMERCE DRIVE
BAY SPRINGS, MISSISSIPPI 39422
601-764-4121 • FAX 601-764-2029
www.e-pac-mac.com

November 12, 2014

JLM Equipment
Atten: John Mentz
Lake Wales, FL

Ref: Pompano Beach (NJPA #031014-HMC) Quote

Pac-Mac is pleased to quote the following:
Pac-Mac Model RL-8 **$ 31,784.11**
This price includes standard equipment

Loader	Price	NJPA Disc 4%	Dealer Price
RL-8	$37,308.00	$35,815.68	$32,234.11
		$0.00	$0.00
		$0.00	$0.00
NON NJPA Options			
PTO			-$900.00
Mounting			-$150.00
Packaging & Handling			$600.00
	$37,308.00	$35,815.68	$31,784.11

Chassis specifications will need reviewing by Pac-Mac engineering before purchasing chassis.

**** WARRANTY****
Pac-Mac standard warranty includes the following:
Major Structural Component Parts - 1 year
Non-Hydraulic Replacement Parts - 1 year

Terms: Net 30 days
FOB Bay Springs, MS
Delivery: 30-40 days ARC

Sincerely,

Steve Barnhardt

HSB/be

Cassandra LeMasurier

From: kellum.kim@hol-mac.com
Sent: Wednesday, November 19, 2014 10:27 AM
To: Cassandra LeMasurier
Subject: Re: Pricing for Pac-Mac RL-8 Loader per NJPA Contract 031010-HMC
Attachments: Kim_Kellum.vcf

Good morning, Cassandra

Thank you for your interest in Pac-Mac's RL 8. I have forwarded your request to Pac-Mac's National Sales Manager, Steve Barnhardt. You should hear from him within the next several hours regarding your request. To answer your initial question, the base price for the RL8 is $37,308 through NJPA. This does not include additional options and upgrades.

Regards,

Kellum Kim
Director of Corporate Marketing
Hol-Mac Corporation
160 Commerce Drive | Bay Springs, MS | 39422
Phone: 601-764-4121
Fax: 601-764-4983

From: Cassandra LeMasurier <Cassandra.LeMasurier@copbfl.com>
To: "kellum.kim@hol-mac.com" <kellum.kim@hol-mac.com>
Date: 11/19/2014 09:10 AM
Subject: Pricing for Pac-Mac RL-8 Loader per NJPA Contract 031010-HMC

Good Morning Kim,

The City of Pompano Beach is piggybacking on NJPA Contract 031010-HMC to purchase a Pac-Mac RL-8 Loader. The contract and bid documents do not list pricing for the item. Can you please provide me with the price of the Pac-Mac RL-8 Loader per NJPA Contract 031010-HMC?

Sincerely,
Cassie

Cassandra LeMasurier
Purchasing Supervisor
City of Pompano Beach
PH: 954-786-4098
FX: 954-786-4168
Cassandra.LeMasurier@copbfl.com

COMMENT AND REVIEW
To the
REQUEST FOR PROPOSAL (RFP) #031014
Entitled
PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

The following advertisement was placed in the Minneapolis, MN Star Tribune on January 27, 2014 and February 3, 2014 and Oregon's Daily Journal of Commerce on January 27, 2014, The Salt Lake Tribune on January 27, 2014 and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, Merx and Biddingo:

> *The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning January 27, 2014 and continuing until March 3, 2014. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 10, 2014 at 4:30 p.m. Central Standard Time at the above address and opened March 11, 2014 at 8:00 A.M. Central Standard Time.*

RFPs were requested from and distributed to:

Altec Industries	Felling Trailers
Genie Industries, Inc.	Gradall Industries
Jacobsen, Inc.	Aries Idustries, Inc.
Bandit Industries, Inc.	Bid Ocean, Inc.
Brush Hawg	Clyde West Inc.
Cundiff Engineering, Inc.	Ditch Witch
DJC Project Center	ETI
Gaithersburg Equipment Company	GreenTech Automotive
Hol-Mac Corp./Pac-Mac	Ingram Equipment Co., LLC
Kalyn Siebert	Ken's Truck Repair, Inc.
Material Flow & Conveyor Systems, Inc.	
NexLight Lighting Controls	Northrop Grumman Information Systems
Palfinger North America	Patriot Resources Systems LLC
PipeHunter	Power Equipment Company
PreView Radar Systems	Progressive Innovations LLC
R.S. Technical Services Inc.	Somerset Welding & Steel
Thompson Pump & Manufacturing Co.	
Venture Products, Inc.	Wacker Neuson Sales Americas LLC

Bids were opened on March 11, 2014 at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479. Bids were received from the following:

Altec Industries, Inc.
Aries Industries, Inc.
Bandit Industries, Inc.
Ditch Witch (The Charles Machine Works Inc.)
Felling Trailers, Inc.
Gradall Industries, Inc.
Hol-Mac Corporation
J & J Truck Bodies & Trailers (Somerset Welding & Steel Inc.)
Ken's Truck Repair, Inc.
Northrup Grumman
Nu-Life Environmental, Inc.
Progressive Innovations LLC
Thompson Pump & Manufacturing Co., Inc.
Venture Products, Inc.

Bids were reviewed by the Proposal Evaluation Committee consisting of:

Ginger Line, CPPB, NJPA Contract Specialist
Gregg Meierhofer, CPPO, NJPA Bids and Contracts Officer
Tracy Plinske, NJPA Contract Specialist
Keith Hanson, CPA, NJPA Accounting Manager
Maureen Knight, BBA and JD, NJPA Contracts and Compliance Manager

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that J & J Truck Bodies & Trailers (Somerset Welding & Steel Inc.) did not meet level One Responsiveness but all other responders did met Level One Responsiveness and Level Two Responsiveness. Venture Products, Nu-life Environmental, Inc. and Aries Industries, Inc. were all deemed out of scope of this RFP.

Altec Industries, Inc. offered a large sales and service force and is very established within the industry. They offered competitive pricing and a large product line including aerial and derrick devices on chassis.

Bandit Industries, Inc. offers quality stump grinders, chippers and horizontal grinders. They demonstrated a large sales and service force to meet our member's needs at a competitive price.

Ditch Witch (The Charles Machine Works) offered a competitive discount and strong sales and service force with over 122 branches that sell their products. They offered trenchers, plows, and backhoes.

Felling Trailers, Inc. has a large competitively priced product line which has a sales and service force with over 200 dealers. They offered trailers of all varieties and demonstrated industry success and experience.

Gradall Industries, Inc. has a good prior performance record and offered a unique product line of crawler units, mobile excavators and attachments.

Hol-Mac Corporation is awarded a contract for their high quality knuckle boom loaders. The garbage bodies and trailers portion of their response were deemed out of scope. They offered competitive pricing and demonstrated strong industry presence and success.

Northrup Grumman offered meter reading solutions with accessories and support for our members. They also offered competitive pricing.

Thompson Pump & Manufacturing, Inc. offered great pricing, and a large sales and service force. They also offered a unique product line of trash pumps, well point pumps and high pressure pumps.

For these reasons the NJPA Proposal Review Committee recommends award of NJPA #031014 to

Altec Industries, Inc.	031014-ALT
Bandit Industries, Inc.	031014-BAN
The Charles Machine Works, Inc.	031014-CMW
Felling Trailers, Inc.	031014-FTS
Gradall Industries	031014-GRD
Hol-Mac Corporation	031014-HMC
Northrop Grumman Systems Corporation	031014-NGS
Thompson Pump & Manufacturing Co. Inc.	031014-TPM

Ginger Line, CPPB, NJPA Contracts Specialist — Date 4-1-14

Gregg Meierhofer, CPPO, NJPA Bids and Contracts Officer — Date 4-1-14

Tracy Plinske, NJPA Contracts Specialist — Date 4-1-14

Keith Hanson, CPA, NJPA Accounting Manager — Date 4-1-14

Maureen Knight, BBA & JD, NJPA Contracts and Compliance Manager — Date 4-1-14

Pac-Mac, a division of Hol-Mac Corporation

NJPA AWARDED CONTRACT

Contract#: 031014-HMC
Category: Heavy & Utility Equipment
Sub Category: Public Utility Equipment
Description: Knuckle-Boom & Rear Loaders
Maturity Date: 04/10/2018

Pac-Mac®, a division of Hol-Mac Corporation, manufactures a variety of the most productive refuse and recycling equipment in the industry. Built for efficiency, reliability, and ease of operation, Pac-Mac® products, including knuckle boom loaders and rear loaders, are capable of handling a variety of public works and solid waste industry obstacles. Over 50 years of Hol-Mac's expertise in hydraulics, steel manufacturing, and technical design allows Pac-Mac® to weave quality and strength into every product. More than 92% of Pac-Mac® components are built and assembled in-house by our skilled and tenured workforce. The Pac-Mac® family is committed to offering only the highest quality products available while boasting the industry's longest warranty.

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE
Our step-by-step guide ?

Vendor Contact Info

Kellum Kim
Direct Phone: 601-764-4121
kellum.kim@hol-mac.com
www.hol-mac.com

Contract Award
RFP #031014

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.

In compliance with the Request for Proposal (RFP) for "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Hol-Mac Corporation Date: March 5, 2014

Company Address: P.O. BOX 349

City: Bay Springs State: MS Zip: 39422

Contact Person: Jamie V. Holder Title: President & COO

Authorized Signature (ink only): Jamie V. Holden
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA031014 Public Utility Equipment with Related Accessories and Supplies

Hol-Mac Corporation

Proposer's full legal name

Your proposal is hereby accepted and awarded*. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be April 10th, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Chad Coauette
NJPA Executive Director (Name printed or typed)

Awarded this 10 day of April, 20 14 **NJPA Contract Number#031014-HMC**

NJPA Authorized signature: _____ Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 10 day of April, 20 14 **NJPA Contract Number#031014-HMC**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Hol-Mac Corp.

Vendor Authorized signature: _____ Jamie V. Holder
(Name printed or typed)

Title: President & COO

Executed this 14th day of April, 20 14 **NJPA Contract Number#031014-HMC**

***Award is for Pac-Mac products only. The remainder of the products submitted are out of the scope of this RFP.**

National Joint Powers Alliance® (herein NJPA)
REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

RFP Opening
March 11, 2014
8:00 A.M. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #031014

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning January 27, 2014 and continuing until March 3, 2014. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 10, 2014 at 4:30 p.m. Central Standard Time at the above address and opened March 11, 2014 at 8:00 A.M. Central Standard Time.

	RFP Timeline
January 27, 2014	**Publication of RFP in the print and online Minneapolis Star Tribune, in the print version of the Salt Lake News within the state of Utah, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website (njpacoop.org), MERX, noticetobidders.com, PublicPurchase.com, and Biddingo.**
February 27, 2014 **10:00 A.M. Central Standard Time**	**Pre-Proposal Conference (webcast – conference call - Connection information sent to all inquirers 2 business days prior to event)**
March 3, 2014	**Deadline for RFP requests and questions**
March 10, 2014 **4:30 P.M. Central Standard Time**	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
March 11, 2014 **8:00 A.M. Central Standard Time**	**Public Opening of Proposals**

Direct questions regarding this RFP to: Maureen Knight at maureen.knight@njpacoop.org or (218)895-4114

TABLE OF CONTENTS

1. DEFINITIONS
   - A. Contract
   - B. Currency
   - C. Exclusive Vendor
   - D. FOB
   - E. Hub Partner
   - F. Proposer
   - G. Request for Proposal
   - H. Sourced Goods
   - I. Time
   - J. Total Cost of Acquisition
   - K. Vendor
2. ADVERTISEMENT OF RFP\
3. INTRODUCTION
   - A. About NJPA
   - B. Joint Exercise of Powers Laws
   - C. Why Respond to a National Cooperative Procurement Contract
   - D. The Intent of This RFP
   - E. Scope of This RFP
   - F. Expectations for Equipment/Products and Services Being Proposed
   - G. Solutions Based Solicitation
4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL
   - A. Inquiry Period
   - B. Pre-Proposal Conference
   - C. Identification of Key Personnel
   - D. Proposer's Exceptions to Terms and Conditions
   - E. Proposal Format
   - F. Questions & Answers About This RFP
   - G. Modification or Withdrawal of a Submitted Proposal
   - H. Proposal Opening Procedure
5. PRICING
   - A. Line-Item Pricing
   - B. Percentage Discount From Catalog or Category
   - C. Cost Plus a Percentage of Cost
   - D. Hot List Pricing
   - E. Ceiling Price
   - F. Volume Price Discounts/ Additional Quantities
   - G. Total Cost of Acquisition
   - H. Sourced Equipment/Products/ Open Market Items
   - I. Price and Product Changes
   - J. Payment Terms
   - K. Sales Tax
   - L. Shipping Requesting Pricing Changes
6. EVALUATION OF PROPOSALS
   - A. Proposal Evaluation Process
   - B. Proposer Responsiveness
   - C. Proposal Evaluation Criteria
   - D. Other Consideration
   - E. Cost Comparison
   - F. Marketing Plan
   - G. Certificate Of Insurance
   - H. Order Process and/or Funds Flow
   - I. Administrative Fees
   - J. Value Added
   - K. Waiver of Formalities
7. POST AWARD OPERATING ISSUES
   - A. Subsequent Agreements
   - B. NJPA Member Sign-up Procedure
   - C. Reporting of Sales Activity
   - D. Audits
   - E. Hub Partner
   - F. Trade-Ins
   - G. Out of Stock Notification
   - H. Termination of a Contract resulting from this RFP
8. GENERAL TERMS AND CONDITONS
   - A. Advertising a Contract Resulting From This RFP
   - B. Applicable Law
   - C. Assignment of Contract
   - D. List of Proposers
   - E. Captions, Headings, and Illustrations
   - F. Data Practices
   - G. Entire Agreement
   - H. Force Majeure
   - I. Gratuities
   - J. Hazardous Substances
   - K. Licenses
   - L. Material Suppliers and Sub-Contractors
   - M. Non-Wavier of Rights
   - N. Protests of Awards Made
   - O. Suspension or Disbarment Status
   - P. Affirmative Action and Immigration Status Certification
   - Q. Severability
   - R. Relationship of Parties
9. FORMS
10. PRE-SUBMISSION CHECKLIST
11. PRICE & PRODUCT CHANGE REQUEST FORM

1 DEFINITIONS

A. CONTRACT

"Contract" as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and a fully executed form E ("Acceptance and Award") with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP's scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor's NJPA contract.

I. TIME

Periods of time, stated as number of days, shall be in calendar days.

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user's location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce and Utah's Salt Lake Tribune; 3) on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE; 4) on NJPA's website; 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, Bidsync, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 **Subject to Approval of the NJPA Board**: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be

found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by the NJPA Board of Directors: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four year term contract with a fifth year contract option resulting from this RFP;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

3.15 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**.

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, this solicitation should be read to include, but not limited to:**

3.17.1.1 Aerial lifts, Bucket Trucks, Directional Drilling, and Diggers.

3.17.1.2 This solicitation shall NOT be construed to include: "Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment with Related Accessories and Supplies" or Chassis only solutions.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and

accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

4.4 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hardy copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening"**, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

4.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

4.14.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

4.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.15 Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

4.16 Submit all questions about this RFP, in writing, referencing **"PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** to Maureen Knight, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Maureen Knight at (218) 895-4114. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Maureen Knight. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

4.18 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

4.19 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

4.20 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

4.21 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the

Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

4.23 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

4.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", and advances to provide equipment/products/services or supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

4.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

4.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer's Responses for this RFP entitled **"PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES"** will be received by Maureen

Knight, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Maureen Knight 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **"PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

5 PRICING

5.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

5.4 All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

5.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

5.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published List price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the "Hot List" at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

5.21 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

5.22 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

5.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

5.27.1 Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

5.36.2 Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

5.40 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

5.41 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

5.42 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The "Purchase Option" at lease maturity ($1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

6.3 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal

Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one level 2 responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

6.6.1 received prior to the deadline for submission or it will be returned unopened;

6.6.2 properly addressed and identified as a sealed proposal with a specific opening date and time;

6.6.3 the required certificate of liability insurance, pricing document (with apparent discounts), answer to the level of discount (Form P, question 19) and all forms fully completed even if "not applicable" is the answer;

6.6.4 original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;

6.6.5 an electronic copy (CD or flash drive) of the entire response; and

6.6.6 falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 "Level Two" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

6.8.1 Company Information & Financial Strength

6.8.2 Industry Requirements & Marketplace Success

6.8.3 Ability to Sell & Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value Added Attributes

6.8.7 Payment Terms & Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing & Delivery

6.8.11 Industry Specific Items

6.9 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATION

6.10 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

6.11 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

6.14 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the

commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 Complete Marketing Plan. Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment C.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits: The awarded vendor must maintain, for the duration of its contract, $1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of $1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence $1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

6.29.2 Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

6.30 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

J. VALUE ADDED

6.31 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

6.32 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

6.33 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

6.36 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

6.37 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the

face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

7.2 **Governing Law.** Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

7.3 **Additional Terms and Conditions.** Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

7.4 **Specialized Service Requirements.** In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

7.5 **Performance Bond.** At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

7.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

7.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

7.13.1 The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

7.13.2 The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

7.13.3 NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

7.13.4 The Vendor fails to observe any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

7.13.6 The Vendor fails to report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

7.13.8 In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

7.16 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

7.18 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

7.19.2 Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 NJPA's interest in a contract resulting from this RFP: Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

8.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

8.7 Other Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

8.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

8.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

8.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

1) Why did you respond to this RFP?
2) What are your company's expectations in the event of an award?
3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
4) Demonstrate your financial strength and stability.
5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
6) Provide a brief history of your company that includes your company's core values and business philosophy.
7) How long has your company been in the "**PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**", industry?
8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
   c) Are these individuals your employees, or the employees of a third party?
   d) If applicable, is the Dealer Network independent or company owned?
9) Please provide your bond rating, and/or a credit reference from your bank.
10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
12) Provide all "Suspension or Disbarment" information as defined and required herein.
13) In addition to the $1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements &Marketplace Success

15) List and document recent industry awards and recognition.
16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
34) Do you view your products/equipment applicable to an E-procurement ordering process?
    ____ Yes ____ No
    a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

36) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.

37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
38) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
39) What is the annual combined dollar sales volume for each of these contracts?
40) Identify any GSA Contracts held or utilized by the Proposer.
41) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
42) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract?
____ Yes ____ No Explain and demonstrate your commitment and/or restrictions.
43) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

44) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
45) Is this training standard as a part of a purchase or optional?
46) Describe current technological advances your proposed equipment/products and related services offer.
47) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
48) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
49) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
50) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
51) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
52) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
53) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____ Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: _____ Title: _____

Email: _____ Phone: _____

Your Primary Contact person regarding your proposal:

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information:

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exception/s listed above:

Contract Award
RFP #031014

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES,

In compliance with the Request for Proposal (RFP) for "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____ _____
(Name printed or typed)

Meeting Date: January 13, 2015 Agenda Item 19

REQUESTED COMMISSION ACTION:

X Consent ___ Ordinance X Resolution ___ Consideration ___ Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUPPLEMENTAL PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN/CONSTRUCTION OF TAXIWAY DELTA RELOCATION; PROVIDING AN EFFECTIVE DATE. (NO COST TO THE CITY)

SUMMARY OF PURPOSE AND WHY:

Staff is requesting and recommending Commission approval to accept supplemental grant funding in the amount of $62,825 from the Florida Department of Transportation towards Design/Construction of Taxiway Delta Relocation at the Air Park. The City has previously been awarded $174,080 in FY 2014 for the Taxiway Delta design. After negotiating a scope of work and fee schedule with our consultant (Kimley Horn) it was determined that additional funding would be necessary. The supplemental funding will allow the City to move forward with the FAA approved master plan taxiway Delta relocation project to enhance safety which includes designing plans and specifications of all pavement sections, associated storm water drainage, airfield electrical circuitry and signage upgrades for energy efficiency.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Staff
(2) Primary staff contact: Robert A. McCaughan/ Steve Rocco Ext 4097 / 4129
(3) Expiration of contract, if applicable: December 31, 2015
(4) Fiscal impact and source of funding: No cost to the City

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	12/11/14	APPROVE	Robert A. McCaughan
General Services	12/12/14	APPROVE	
Finance	12/30/14	APPROVE	
City Attorney	12/30/14	APPROVE	
Budget	12-30-14	APPROVE	

___ Advisory Board
___ Development Services Director
X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

City Attorney's Communication #2015-308
December 4, 2014

TO: Steven Rocco, Air Park Manager

FROM: Gordon B. Linn, City Attorney

RE: Resolution – FDOT Supplemental Joint Participation Agreement Design/Construction of Taxiway Delta Relocation

As requested in your memorandum dated November 24, 2014, Air Park Memorandum No. 2015-0003, the above-referenced Resolution is attached and captioned as follows:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUPPLEMENTAL PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN/CONSTRUCTION OF TAXIWAY DELTA RELOCATION; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

GORDON B. LINN

GBL/jrm
l:cor/airpark/2015-308

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SUPPLEMENTAL PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN/CONSTRUCTION OF TAXIWAY DELTA RELOCATION; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and the State of Florida Department of Transportation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/4/14
l:reso/2015-130

PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 1

Financial Project No.: 433476-1-94-01 (item-segment-phase-sequence)	Fund: DPTO	FLAIR Approp.: 088719
	Function: 637	FLAIR Obj.: 750004
	Federal No.:	Org. Code: 55042010429
Contract No.: AR917	DUNS No.: 80-939-7102	Vendor No.: VF596000411033
CFDA Number:	CSFA Number: 55.004	

THIS AGREEMENT, made and entered into this _____ day of _____

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and City of Pompano Beach

1001 Northeast 10th Street Pompano Beach, FL 33060

hereinafter referred to as Agency.

W I T N E S S E T H :

WHEREAS, the Department and the Agency heretofore on the 4 th day of December , 2013 entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of $ 236,905.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

1.00 Project Description: The project description is amended

Design/Construct Taxiway D (Relocate) and Construct S and T

2.00 Project Cost:

Paragraph 3.00 of said Agreement is ● increased ○ decreased by $ 78,532.00

bringing the revised total cost of the project to $ 296,132.00

Paragraph 4.00 of said Agreement is ● increased ○ decreased by $ 62,825.00

bringing the Department's revised total cost of the project to $ 236,905.00

3.00 Amended Exhibits:

Exhibit(s) B & D of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement 12/31/2015.

5.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH
CITY MANAGER

Attest:

_____

(SEAL)

MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

_____

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Financial Project No. 433476-1-94-01

Contract No. AR917

Agreement Date

Except as hereby modified, amended or changed, all other terms of said Agreement dated 12/4/2013 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY	FDOT
City of Pompano Beach	See attached Encumbrance Form for date of Funding Approval by Comptroller
AGENCY NAME	
SIGNATORY (PRINTED OR TYPED)	LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
	Gerry O'Reilly
SIGNATURE	DEPARTMENT OF TRANSPORTATION
	Director of Transportation Development
TITLE	TITLE

Financial Project No. 433476-1-94-01

Contract No. AR917

Agreement Date _____

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Pompano Beach 1001 Northeast 10th Street Pompano Beach, FL 33060

dated _____

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Additional design funds needed due to updated construction estimated and addition of Master Electrical plan update.

		As Approved	As Amended	Net Change
I.	Project Cost	$217,600.00	$296,132.00	$78,532.00

		As Approved	As Amended	Net
II.	Fund	DPTO	DPTO	DPTO
	Department:	$174,080.00	$236,905.00	$62,825.00
	Agency:	$43,520.00	$59,227.00	$15,707.00
	Federal:	$0.00	$0.00	$0.00
	Total Project Cost	$217,600.00	$296,132.00	$78,532.00

Comments:

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	Amount
2014	$174,080.00
2015	$62,825.00

EXHIBIT "A"
SCOPE AND FEE

Professional Engineering and Related Services to Relocation of Taxiway Delta
5-21-2014

This Work Authorization, when executed, shall authorize Kimley-Horn and Associates, Inc. ("KHA" or "CONSULTANT") to perform planning, engineering design, permitting and environmental services for the relocation of Taxiway Delta at the Pompano Beach Airpark for the City of Pompano Beach (CITY).

PROJECT DESCRIPTION

The relocation of Taxiway Delta at Pompano Beach Airpark (PMP) is needed due to the current separation of the taxiway to the parallel Runway 15-33. The existing centerline-to-centerline separation is far greater than the required separation of 240 feet. The current taxiway layout does not permit a full length parallel taxi. Demolishing and realigning the taxiway to 240 feet separation will create a full length parallel taxiway for Runway 15-33. Two taxiway connectors will be provided and a portion of future Taxiway Quebec will be built in accordance with the Master Plan. As a bid alternate, Taxiway Mike will be relocated to 240 feet offset from Runway 6-24 between Taxiway Delta and Runway 15-33. Taxiway Mike is currently 200-foot centerline-to-centerline separation from Runway 6-24.

In order to accomplish the above task, this scope includes obtaining survey and geotechnical information, aviation planning, design, permitting and bid/award assistance, and Burrowing Owl and Gopher Tortoise site surveys.

SCOPE OF WORK

The scope of work identifies the level of effort that will be performed by KHA in planning and designing the project. The services to be provided by KHA for the CITY under this task order will consist of the following tasks:

Task 1 - Burrowing Owl and Gopher Tortoise Site Surveys
Task 2 - Pre-Design Field Surveying and Mapping
Task 3 - Pre-Design Geotechnical Evaluation
Task 4 - Conceptual Design Phase (30% Plans)
Task 5 - Preliminary Design Phase (60% Plans)
Task 6 - Design Development Phase (90% Plans)
Task 7 - Construction Document Preparation Phase (Final Plans)
Task 8 - Bidding Assistance Phase
Task 9 - Permitting Assistance

A detailed description of the above tasks follows:

TASK 1- BURROWING OWL AND GOPHER TORTOISE SITE SURVEYS

In accordance with the Florida Fish and Wildlife Conservation Commission's (FWC) Gopher Tortoise Permitting Guidelines dated April 2008 (revised April 2009), KHA will perform a 100 % survey of the project site. Belt transects will be 33 feet in width as recommended by the FWC in open habitat. These transects will be marked in the field and burrows will be flagged, activity status noted and located with Global Positioning System (GPS).

It is assumed that gopher tortoises will be relocated offsite. KHA will research potential relocation sites. An Opinion of Probable Mitigation Contribution cost based on FWC's current criteria will be made and provided to the client.

Within 30 days of the 100% survey, KHA will prepare an offsite relocation permit application including required graphics (Land use map, Soils map, Aerial, Transect map and Burrow location map) based on the results of the survey. KHA will attend one (1) field meeting with FWC and will respond to one (1) request for additional information from the FWC, if applicable. Application fees will be provided by the Client.

In addition, in accordance with the FWC's Burrowing Owl Nest Protection Guidelines and Procedures in Urban Areas, a survey for the Florida burrowing owl will be performed to locate burrowing owl nests. This survey will be done simultaneously with the gopher tortoise survey. Burrows will be located with GPS and activity status will be noted. The results of the survey will be summarized in a brief memorandum.

FWC rule 68A-9.012 – Take of Wildlife on Airport Property, states that wildlife burrows (except gopher tortoises) within the safety area may be removed without a permit from the state. Therefore, no permit will be required for the removal of burrowing owl burrows.

TASK 2 – PRE-DESIGN FIELD SURVEYING AND MAPPING

This task will provide up-to-date field mapping of the proposed project area. Field survey will be performed to develop base mapping for the project and for establishing pavement profiles and transverse slopes.

Specific tasks consist of:

3.1 Establish a base line along the new Taxiway Delta alignment (240' southwest and parallel to Runway 15-33). Identify and establish equation stations for intersecting pavements including both runways and taxiways.

3.2 Develop a 25' grid of cross sections for the entire length of the proposed taxiway extending from the intersection with Taxiway Bravo to the intersection with Runway 10-28. In addition, provide elevations 17.5' offset left and right of proposed taxiway centerline. Elevation shall be taken on grid points, edges of pavements, ground shots at edges of pavements, and at all grade breaks. In locations where swales are present or other significant geographic feature would alter earthwork computations, increase the density of points to document the changes.

3.3 Locate all pavement markings.

3.4 Locate all taxiway/aircraft apron edge lights including type of light (base or stake mounted).

3.5 Locate all signs, including sign message, including description of type of sign and any concrete sign base/footer.

3.6 Locate (if present) upper and lower end, including invert elevations and pipe material and size of all culverts and storm drains passing thou the limits of survey. Locate all structures within the limits of survey including top and invert elevations, and invert elevation of connecting pipes. Invert elevation at both ends and lengths of pipes extending outside the limits of survey shall also be determined.

3.7 Establish control points outside the area of construction for monumentation. Five (5) permanent control points with bench mark elevations should be established for contractor use during construction.

3.8 Provide AutoCAD files of all information and six (6) copies of signed and sealed surveys upon completion of all work. Version 2013 is preferred, but any version 2007 and newer is acceptable.

3.9 Locate in the field soil boring and other geotechnical test points for use by the Geotechnical consultant. Test locations will be provided. Assume 10 locations and an effort will be made to have surveying and geotechnical work performed during the same period of time.

All surveying services shall conform to the applicable requirements of Rule 5J-17 of the Florida Administrative Code. All survey data should be referenced horizontally to the North American Datum of 1983 with the National Spatial Reference System adjustment of 2007 applied (NAD83/NSRS2007). Elevation information shall be referenced to the North American Vertical Datum of 1988 (NAVD 88) based on National Geodetic Survey (NGS) control points located at the Airpark.

TASK 3 – PRE-DESIGN GEOTECHNCIAL EVALUATION

This task will provide geotechnical information of the existing Taxiway Delta (i.e. pavement thickness for demolition purposes) as well as the proposed taxiway alignment. Geotechnical data will be used to perform an asphaltic pavement design and verify suitability of existing materials.

The following services will be provided:

3.1 Sixteen (16) Standard Penetration Test (SPT) borings to a depth of 10 feet below existing grade along the proposed taxiway alignment. Boring profiles will be provided with descriptions and depths of materials, classification, and SPT values. These locations will be marked in the field by the project surveyor.

3.2 Four (4) pavement cores to a depth of approximately 12 inches below existing pavement grade (asphalt surface and limerock base course) to determine the existing asphalt and limerock thicknesses. Provide photos of cores with ruler or other tool for reference. These locations will be marked in the field by the project surveyor. Asphalt thickness is estimated to be 2".

3.3 Five (5) laboratory CBR tests to verify subgrade CBR values. Material for the CBR tests will be collected from material at 12" below existing grade in the locations identified on the attached exhibit. Equivalent LBR values will be provided in the report. These locations will be marked in the field by the project surveyor.

3.4 Laboratory testing on each of the SPT borings taken including classification using the Unified Soil Classification System, grain size analysis, soil hydraulic conductivity (3 tests per SFWMD requirements), Atterberg limits, standard proctor, and organics content.

3.5 Documentation of the ground water table at the time of testing and estimated seasonal high water table elevations.

TASK 4 – CONCEPTUAL DESIGN PHASE (30% PLANS)

This phase consists of the fieldwork, functional layouts, and preliminary plan development to achieve approximately 30% design completion for the project. Specific tasks consist of the following:

4.1 Construction phasing and schedule
   a. Meet with the CITY to fully define project elements, phasing requirements, and project issues.
   b. Prepare a preliminary design schedule.
   c. Develop project phasing based on anticipated controlling factors.
   d. Develop construction sequence lengths.
   e. Identify contractor staging areas(s), haul routes, access gates(s), working hours, and closures.
   f. Meet with the CITY to fully define project elements, phasing requirements, and project issues.

4.2 Stakeholder Meeting. The CONSULTANT will participate in one (1) meetings with airport stakeholders and present the Construction Phasing to those stakeholders. The main purpose of the meetings will be to receive input from the stakeholders on the impact of the construction phasing on airport operations and to explore possible options to minimize negative impacts. The CONSULTANT will facilitate the meetings, record meeting minutes and prepare one set of exhibits for use at both meetings. The exhibits will be in the form of presentation boards outlining the phasing options. CITY shall compile stakeholder list, invite stakeholders to the meetings and provide meeting space. Upon completion of the stakeholder meetings, the CONSULTANT will meet with the City to review the results and will, with the direct input of the CITY, accept the original phasing or make adjustments to the plan.

4.3 Prepare base maps for the project.

4.4 Prepare conceptual typical section based on the geotechnical testing results.

4.5 Prepare a taxiway-grading concept, assuming that profile and transverse slope corrections may be necessary.

4.6 Prepare conceptual project layout plans.

4.7 Prepare a project safety plan showing contractor access, haul routes, and contractor staging areas.

4.8 Prepare conceptual maintenance of traffic plans.

4.9 Prepare conceptual electrical plans.

4.10 Prepare a draft outline of the Engineering Report.

4.11 Prepare a draft outline of technical specifications for this project.

4.12 Prepare an opinion of probable construction cost based on the 30% plans.

4.13 Conduct one (1) design review and coordination meeting with the City.

4.14 Review and respond to concept coordination review meeting issues.

Deliverables:

- *Construction phasing technical memorandum*
- *Stakeholder meeting exhibits and minutes*
- *Up to five (5) sets of construction plans (11" x 17") or PDF files as required at approximately 30% completion*
- *Technical specification outline*
- *Draft outline of Engineering Report*
- *Opinion of probable construction cost based on the 30% construction plans*

TASK 5- PRELIMINARY DESIGN PHASE (60% PLANS)

During this phase, KHA will continue design and construction plans to a 60% completion that consists of construction drawings, technical specifications, and engineering report. Drawings will be in AutoCAD. Technical specifications, the engineering report, and other written documents will be in Microsoft Word. Designs will be in accordance with FAA Regulations, and Advisory Circulars, and will conform to FDOT guidelines. The engineering report will conform to the FAA format. Task in this phase will consist of the following:

5.1 Prepare taxiway and connecting taxiway profiles.
5.2 Develop proposed cross sections for the pavements and slopes for tie-in to existing grade.
5.3 Finalize limits of pavement rehabilitation.
5.4 Prepare preliminary pavement marking plans.
5.5 Prepare preliminary opinion of probable construction cost.
5.6 Prepare preliminary construction safety plans with details and notes.
5.7 Develop construction plans to 60% completion.
5.8 Prepare a draft Engineering Report.
5.9 Prepare draft technical specifications.
5.10 Provide Quality Control review of the services being provided.
5.11 Submit plans, bid documents, engineering report, and opinion of probable construction cost to the CITY for review and comment.
5.12 Conduct one (1) design review and coordination review meeting with the CITY.
5.13 Review and respond to issues raised at the preliminary design meeting.

Deliverables:

- *Five (5) sets of construction plans (11" x 17") or PDF files as required at approximately 60% completion*
- *Technical Specifications- Five (5) sets*
- *Engineering Report- Five (5) copies*
- *Opinion of Probable Construction Cost- Five (5) copies*

TASK 6 – DESIGN DEVELOPMENT PHASE (90% PLANS)

During this phase, KHA will complete designs and contract documents to 90% completion. This includes construction documents, technical specifications, and an opinion of probable cost. Tasks in this phase will consist of the following:

6.1 Finalize the project layout plans.
6.2 Finalize the paving, grading and drainage plans.
6.3 Finalize the typical pavement sections and details.
6.4 Finalize phasing plans and notes.
6.5 Finalize construction safety plans with details and notes.
6.6 Develop pavement marking plans.
6.7 Finalize electrical plans.
6.8 Conduct a plan-in-hand field review of the construction plans.
6.9 Prepare a 90% opinion of probable cost.
6.10 Update the technical specifications, incorporate review comments previously received.
6.11 Prepare an estimate of construction time to be incorporated into the bid documents.

6.12 Update the engineering report, incorporate review comments previously received.
6.13 Provide Quality Control review of the services being provided.
6.14 Conduct one (1) design review and coordination meeting with the CITY.
6.15 Respond to issues received in the design review meeting.

The anticipated sheets to be included in the construction drawings are as follows:

Sheet No.	Sheet Title
1	Cover Sheet/Location Plan/Vicinity Map
2	Sheet Index/Symbols and Abbreviations
3	Sheet Layout Plan
4	Safety Plan
5	Contractor Staging, Storage and Haul Route Plan
6	Wellfield Protection Plan
7	Gopher Tortoise Relocation Plan
8.	Burrowing Owl Relocation Plan
9	Overall Phasing Plan
10-13	Individual Phasing Plans
14	Survey Control Plan
15	Geotechnical Plan and Log
16	Stormwater Pollution Prevention Plan
17	Maintenance of Traffic Details
18-21	Maintenance of Traffic Plans
22-24	Existing Conditions / Demolition Plans
25-28	Geometry and Paving Plans
29-32	Grading and Drainage Plans
33-34	Taxiway Delta Profiles
35	Connecting Taxiway Profiles
36-39	Airfield Signage and Pavement Markings Plan
40	Pavement Marking Details
41	Airfield Signage Schedule
42-43	Typical Sections and Details
44-45	Storm Drainage Profiles
46	Cross Section Layout Plan
47-55	Taxiway Cross-sections
56-58	Electrical Notes and Details
59-62	Electrical Demolition Plan
63-66	Lighting Layout Plan
67-70	Lighting Circuitry Plans
71-73	Lighting Details
74-77	Vault Modification Plans

Deliverables

- *Five (5) sets of construction plans or PDF files as required at approximately 90% completion (11" x 17")*
- *Technical Specifications- Five (5) sets*
- *Engineering Report- Five (5) copies*
- *Opinion of probable construction cost – Five (5) copies*

TASK 7- CONSTRUCTION DOCUMENT PREPARATION PHASE (FINAL PLANS)

KHA will complete designs and contract documents that consist of construction drawings, technical specification, and engineering report. Drawings will be in AutoCAD format. Technical specifications, the engineering report, and other written documents will be in Microsoft Word. Design will be in accordance with FAA Regulations and Advisory Circulars, and based on FDOT guidelines. The engineering report will conform to the FAA format. Task in this phase will consist of the following:

7.1 Finalize design drawings.
7.2 Finalize technical specifications.
7.3 Finalize engineering report.
7.4 Develop bid forms with final quantities.
7.5 Prepare supplemental provisions.
7.6 Prepare FAA airspace checklist.
7.7 Prepare a Construction Safety and Phasing Plan (CSPP)

In addition, an Airfield Master Electrical Plan will be prepared summarizing recently completed projects as well as areas not affected by recent construction projects. This effort will include on-site verification of each airfield electrical circuit.

Deliverables:

- *Provide plans, construction documents, and certifications for the CITY to submit to the FAA and FDOT for approval and authorization to advertise for bids.*
- *Plan sets (11" x 17") - Five (5) sets or PDF files as required*
- *Plan set (electronic, including plot files)- One set*
- *Bid Documents (electronic)- One Set*
- *Final Engineering Report- Five (5) copies*
- *Opinion of Probable Construction Cost- Five (5) copies*
- *FAA Airspace Checklist- One (1) copy*
- *Airfield Master Electrical Plan*

TASK 8 – BIDDING ASSISTANCE PHASE

It is anticipated this will be a publicly advertised project. KHA will assist the client during the bidding phase by performing the following services.

8.1 Incorporate final comments into completed documents.
8.2 Assemble and forward construction documents and technical specifications to the CITY in support of the bid process.
8.3 Prepare for and attend one (1) pre-bid conference.
8.4 Prepare meeting minutes from the pre-bid conference.
8.5 Respond in writing to reasonable Contractor questions.
8.6 Prepare addenda if necessary.
8.7 Review the qualifications of the low bidder and provide written report to CITY.

Deliverables

- *Provide one (1) set of original construction plans to the City for reproduction of bid documents*
- *Provide one (1) set of original technical specifications to the City for reproduction of bid documents*
- *Provide one (1) set of original bid forms to the City for reproduction of bid documents*
- *Pre-bid conference meeting minutes*
- *Award recommendation report*

TASK 9 - PERMITTING ASSISTANCE

KHA will coordinate applications for the following anticipated permits:

- City of Pompano Beach Mechanical and Electrical Building Permits for the modifications to the electrical vault.

While the project is located within Zone 3 of the Pompano Beach wellfield, a license is not anticipated. This is based on the conversations with Broward County regarding the Runway 15-33 project. Coordination with Broward County will be required and wellfield protection language will be required within the contract documents.

With the relocation of the Taxiway, the following surface water permits are anticipated:

- Surface Water Management License- Broward County
- Environmental Resources Permit- Broward County on behalf of South Florida Water Management District (SFWMD).

KHA will prepare the permit applications and supporting data in support of the stormwater permits, obtain necessary CITY (Owner) signatures and submit on behalf of the CITY. KHA will respond to reasonable requests for information in support of obtaining these permits. If the permit agencies require off-site mitigation or unusual data gathering, these services are not included in this scope. Examples of these services include, but are not limited to

- Offsite tree mitigation
- Relocation of Potable Water wells
- Ground water testing and evaluation
- Large modifications to the Master Drainage Plan for the Airpark

SUPPORT TO BE PROVIDED BY THE CITY

The following is a summary of the support needed from the CITY to complete this project:

1. Pay necessary utility or permitting fees.
2. Assist with location of utilities.
3. Consolidate and provide review comments.
4. Incorporation of information into "Front End" documents for bidding.

COMPENSATION

KHA will accomplish the services outlined in this Scope of Services for the lump sum fee of **$296,132.00**. Billings will be monthly based on the progress of the Tasks.

The following task items represent a breakdown of the lump sum fee amount for reference:

			KHA
Task 1- Burrowing Owl and Gopher Tortoise Site Surveys			$7,000.00
Task 2- Pre-Design Field Surveying and Mapping		AWN	KHA
2.1	Baseline & Centerline:	$ 2,100.00	
2.2	Cross-Sections:	$17,800.00	
2.3	Pavement Markings:	$ 2,600.00	
2.4	Airfield Lighting:	$ 2,500.00	
2.5	Airfield Signs:	$ 2,500.00	
2.6	Drainage Survey:	$ 1,900.00	
2.7	Control Points:	$ 1,700.00	
2.8	Final Survey Drawings:	$ 4,400.00	
2.9	Soil Borings:	$ 1,000.00	
	KHA coordination and quality control (QC)		$ 2,000.00
	Sub-total	$36,500.00	$ 2,000.00
Task 3- Pre-Design Geotechnical Services		TIERRA	KHA
	Testing and Reporting	$ 15,532.00	
	KHA coordination and QC		$ 2,000.00
	Sub-total	$ 15,532.00	$ 2,000.00
Task 4- Conceptual Design Phase (30% Plans)			$ 55,200.00
Task 5- Preliminary Design Phase (60% Plans)			$ 50,500.00
Task 6- Design Development Phase (90% Plans)			$ 27,000.00
Task 7- Construction Document Preparation (100% Plans)			$ 9,000.00
Task 8- Bidding Assistance Phase			$ 7,900.00
Task 9- Permitting Assistance			$ 20,200.00
	Sub-total		$169,800.00
		HILLERS	
Sub-Consultant - Electrical Design		$ 41,300.00	
	Airfield Master Electrical Plan	$ 22,000.00	
SUB-CONSULTANTS	LUMP SUM TOTAL	$ 115,332.00	
KIMLEY-HORN	LUMP SUM TOTAL		$180,800.00
	GRAND TOTAL	**$296,132.00**	

SCHEDULE

KHA will provide the Pre-Design Field Surveying and Mapping, and Geotechnical Evaluation Services within 45 days of the Notice to Proceed. Once survey and geotechnical information is provided the anticipated schedule of activities will be discussed and mutually agreed to with input from the FAA and FDOT regarding funding opportunities.

SERVICES NOT PROVIDED

Services not included in this scope of work include Construction Phase Services.

"ENGINEER"

Witnesses:

Kimley-Horn and Associates, Inc.

_____ By:_____
Signature

_____ _____
Print Name Print Name

_____ Title:_____

_____
Printed Name

(SEAL)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 2014 by _____, as _____ of Kimley-Horn and Associates, Inc., who is personally known to me or who has produced _____ _____ (type of identification) as identification.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____

(SEAL)

MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

_____

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2014 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

HEE

HILLERS ELECTRICAL ENGINEERING, INC.

May 20, 2014

Kimley-Horn and Associates, Inc.
Mr. Michael Carey, P.E.
600 N. Pine Island Road
Plantation, Florida 33324

Subject: Electrical Engineering Services Fee Proposal for the City of Pompano Beach Municipal Air Park (City) for the complete New Taxiway "D" electrical, lighting, signage systems and Modifications to Existing Airfield Lighting Circuits and FAA Duct Bank & Cabling Systems and the Airfield Master Electrical Circuitry Plan.

Dear Mike:

Hillers Electrical Engineering, Inc. (HEE) is pleased to provide Kimley-Horn & Associates (KH) an electrical engineering services fee proposal for the City of Pompano Beach Municipal Air Park (City) New Taxiway "D" Project and the Airfield Master Electrical Circuitry Plan.

- Includes all City, FAA and KH design coordination meetings.
- Includes as-build reviews & field verifications and assessment of existing conditions.
- Includes all electrical calculations.
- Includes airfield lighting electrical plans reflecting all cable & conduit systems, runway, taxiway elevated LED edge & flush mounted lighting, new (LED) signage & relocation of existing airfield signage systems installations & modifications.
- Includes replacement / relocation / modification to existing airfield electrical duct bank, conduits systems, new junction plazas, electrical systems with details installation layouts & details.
- Includes modifications to existing airfield electrical vault related to the TW "D" new CCR regulator, electrical power & control equipment / system.
- Includes new 277/480V distribution panel board and 120 /208V panel board and modifications to electrical circuits.
- KH shall provide all base drawings to HEE on AutoCAD 2013.
- HEE shall provide electrical design documents to KH 1- electronic set for 30%, 60%, 90%, 100% reviews, permits, bid, construction phases.
- HEE shall provide all FAA specifications electrical bid line items and cost estimates.
- KH shall provide all printing of Plans & Specifications for reviews, Bid phases, permits and construction phases to the City.
- Provide bid & award services per Bid Package
- Does not include Construction Services.

Airfield Master Electrical Circuitry Plan

- Includes all current City & FAA Record Drawings reviews.

23257 State Road 7, Suite 100, Boca Raton, Florida 33428 561-451-9165 Fax: 561-451-4886

- Includes on-site verifications for each Airfield Electrical Circuit for all runways, taxiways, REIL's, PAPI's, Wind Socks, Airfield Lighting Control and FAA duct bank / cable systems.
- Includes each City airfield circuit cabling being identified on Master Site Plan in a specific color riser diagram reflecting the complete routing for each circuit through airfield equipment, duct banks, manholes, airfield electrical vault and City /FAA ATC Building. (Will not reflect FAA NAVAID Systems integral wiring systems)
- Includes complete airfield FAA / City electrical & cabling in duct bank & manhole systems.
- Master Electrical Plan shall be completed per City criteria and City / FAA reviews.
- KHA shall provide all airfield base plans to HEE.
- The HEE field verifications shall be completed with the assistance of the City Electrical Maintenance Department and FAA to insure the accuracy of the Airfield Master Electrical Circuit Plan / City/ FAA duct bank & manhole systems.
- Includes Airfield Master Plans 90% & 100% reviews by DOA & FAA.
- HEE shall provide Master Airfield Plans KHA on AutoCAD 13.
- KHA shall provide final Master Plans on AutoCAD 13 to City.

Our proposed lump sum fee for Taxiway "D" electrical design is:	$ 41,300.
Our proposed lump sum fee for the Airfield Master Electrical Plan is:	$ 22,000.

Sincerely,

Thomas Doran, Vice–President

AWN Design & Consulting Group, Inc.
Surveyors & Mappers
227 Goolsby Boulevard
Deerfield Beach, FL 33442
Phone: (954) 481-8682 E-Mail: s_watts@bellsouth.net

April 17, 2014

Mr. L. Michael Carey, P.E.
Kimley-Horn & Associates, Inc.
600 N. Pine Island Road, Suite 450
Plantation, FL 33324

Dear Michael:

PROPOSAL FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES
RELOCATE/REPLACE TAXIWAY DELTA - POMPANO BEACH AIRPARK

Per your request, AWN Design & Consulting Group, Inc. (AWN) is pleased to offer this proposal for professional surveying and mapping services for the above referenced project. Based on the "Survey Limits Exhibit" and survey specifications as provided by Kimley-Horn & Associates, Inc. (KH), together with the your identified Scope of Services (duplicated below), we propose the following schedule and fee to complete the tasks as required.

Surveying and Mapping Tasks:

1. Establish a base line along the new Taxiway Delta alignment (240' southwest and parallel to Runway 15-33). Identify and establish equation stations for intersection pavements including both runways and taxiways.

2. Develop a 25' grid of cross sections for the entire length of the proposed taxiway extending from the intersection of Taxiway Bravo to the intersection with Runway 10-28, as shown on the "Survey Limits Exhibit". In addition provided elevations 17.5 offset left and right of proposed taxiway centerline. Elevation shall be taken on grid points, edge of pavements, ground shots at edges of pavements, and at all grade breaks. In locations where swales are present or other significant geographic feature would alter earthwork computations, increase the density of points to document the changes.

3. Locate all pavement markings.

4. Locate all taxiway/aircraft apron edge lights including type of light (base or stake mounted).

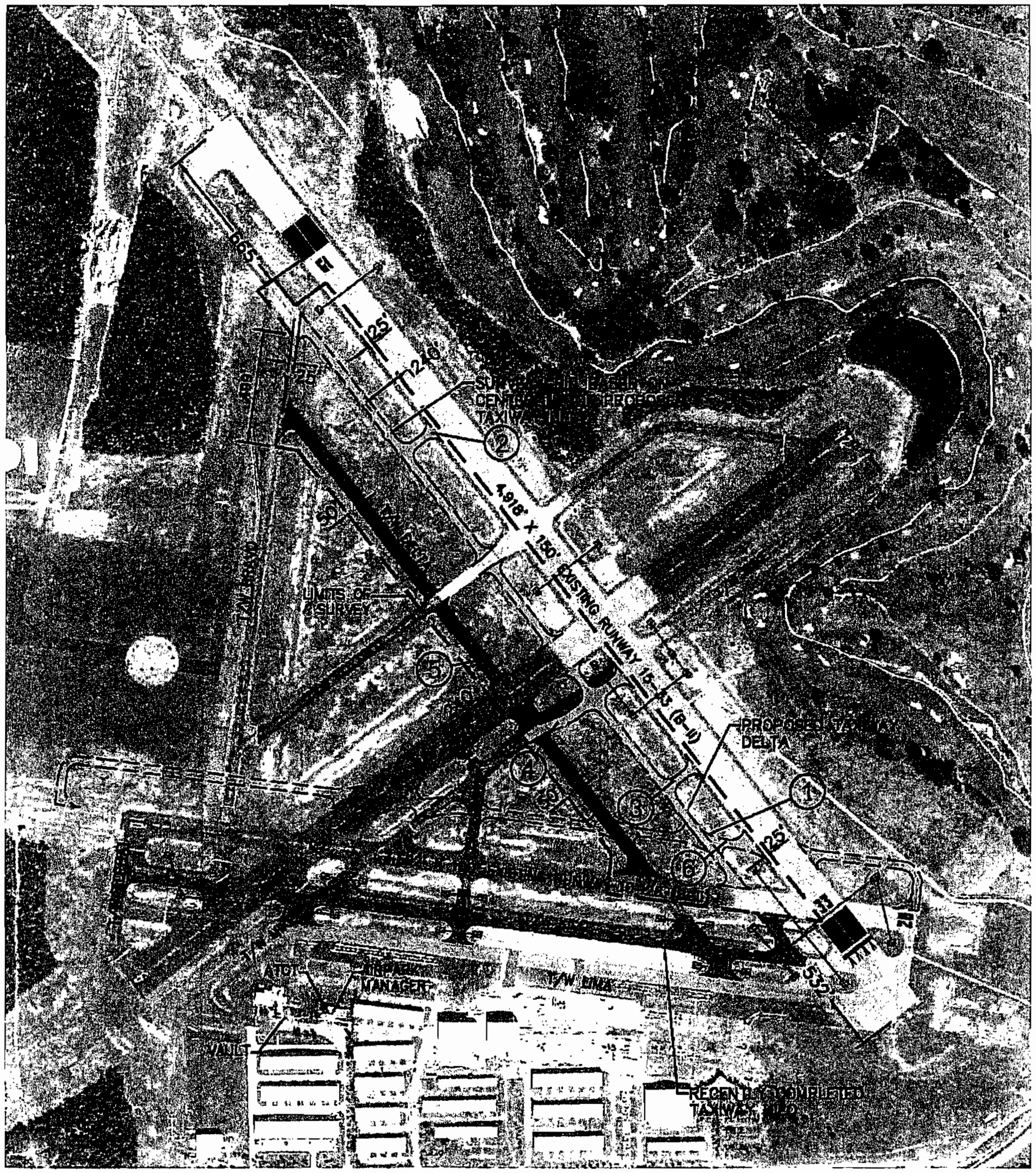
5. Locate all signs, including sign message with description of type of sign and any concrete sign/base footer.

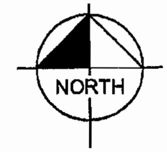
6. Locate (if present) upper and lower end, including invert elevations and pipe material and size of all culverts and storm drains passing through the limits of survey. Locate all structures within the limits of survey including top and invert elevations and invert elevation of connecting pipes. Invert elevation at both ends and lengths of pipes extending outside the limits of survey shall also be determined.

7. Establish control points outside the area of construction for monumentation. Five (5) permanent control points with bench mark elevations should be established for contractor use during construction.

8. Provide AutoCAD files of all information and six (6) copies of signed and sealed surveys upon completion of all work. Version 2013 is preferred, but any version 2007 and newer is acceptable. See Kimley-Horn Surveyor Deliverable Requiremetns.zip for full CADD requirements.

Plotted By:Parham, Cody Sheet Set:Kha Layout:SURVEY LIMITS April 11, 2014 11:15:37am O:\MCorey\PMP Taxiway Delta Relocation\CADD\Survey Exhibit.dwg





GRAPHIC SCALE IN FEET

0 250 500 1000

PROJECT ELEMENTS:

(1) RELOCATE TAXIWAY TO 240' FROM RUNWAY CENTERLINE AND TAXIWAY CENTERLINE

(2) CONSTRUCT TAXIWAY SIERRA

(3) CONSTRUCT TAXIWAY TANGO

(4) RELOCATE TAXIWAY MIKE BETWEEN RUNWAY 15/33 AND OLD TAXIWAY DELTA (ALTERNATE)

(5) DEMOLISH OLD TAXIWAY DELTA

(6) CONSTRUCT TAXIWAY QUEBEC

— — — — LIMITS OF SURVEY

No.	REVISIONS	DATE	BY

Kimley-Horn and Associates, Inc.

© 2014 KIMLEY-HORN AND ASSOCIATES, INC.

LICENSED PROFESSIONAL

FLORIDA LICENSE NUMBER

DATE

KHA PROJECT —

DATE 4/10/2014

SCALE AS SHOWN

DESIGNED BY LMC

DRAWN BY CTP

CHECKED BY LMC

SURVEY LIMITS EXHIBIT

RELOCATION OF TAXIWAY DELTA

PREPARED FOR

POMPANO BEACH AIRPARK

POMPANO BEACH FLORIDA

SHEET NUMBER

1

tierra
SOUTH FLORIDA
GEOTECHNICAL ENGINEERING MATERIAL TESTING INSPECTION SERVICES

April 14, 2014

Kimley-Horn & Associates, Inc.
5200 NW 33rd Avenue, Suite 109
Ft. Lauderdale, Florida 33309
Phone: (954) 535 5100
Fax: (954) 739 2247

Attention: Mr. Michael Carey, P.E.

Re: **Proposal for Geotechnical Services**
Proposed Taxiway Delta – Relocate/Replace
Pompano Air Park
Pompano Beach, Florida
TSF Proposal No.: 1404-201

Dear Mike:

As requested, Tierra South Florida, Inc. (TSF) is pleased to submit this proposal for the above-referenced project. The proposal is based on the information obtained from your electronic mail dated April 11, 2014, and a Site Plan indicating proposed improvements.

We understand that the improvement consist of relocating and replacing Taxiway Delta at the Pompano Air Park in Pompano Beach, Florida.

This proposal includes an outline of our proposed scope of work, an estimate of the total fees, and our anticipated schedule for completion of the work.

PROPOSED SCOPE OF WORK

All work performed by TSF will be in general accordance with Advisory Circular AC 150. As requested, we propose to drill a total of sixteen (16) Standard Penetration Test (SPT) borings to a depth of 10 feet below existing grade. Additionally, we have been requested to perform five (5) field CBR from the material collected from the upper 12 inches and four (4) pavement cores to determine the asphalt and base course thickness.

Borings and test locations will be located in the field by surveyors prior to us mobilizing to the site. Elevations at boring locations can be interpreted from topographic plans if furnished by others.

Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. Therefore, we have budgeted for the use of GPR to locate utility lines in the field prior to mobilization of the drill rig. We believe that significant coordination will likely be required to perform the field operation.

Upon completion of the field exploration, laboratory testing will be performed on selected samples. A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the exploration data, laboratory data, and a discussion of the site and subsurface conditions.

ESTIMATED FEES

It is proposed that the fee for the performance of the services outlined above is determined on a unit price basis in accordance with the attached Fee Schedule and that the work be performed pursuant to TSF's General Conditions enclosed herewith and incorporated into this proposal. On the basis of the proposed quantities, it is estimated that the total fee will be approximately **$15,532.**

Our estimate covers the work needed to present our findings and recommendations in a formal report. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

This estimated fee assumes that the site is readily accessible to our truck-mounted drilling equipment. Any bulldozer or wrecker services required to provide access pathways or mobility assistance to our truck-mounted drill rig are not included in this proposal.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consisting with good engineering practice.

SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting) and fieldwork will take about four days to complete. The written report can be submitted in about two weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

We at TSF appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.

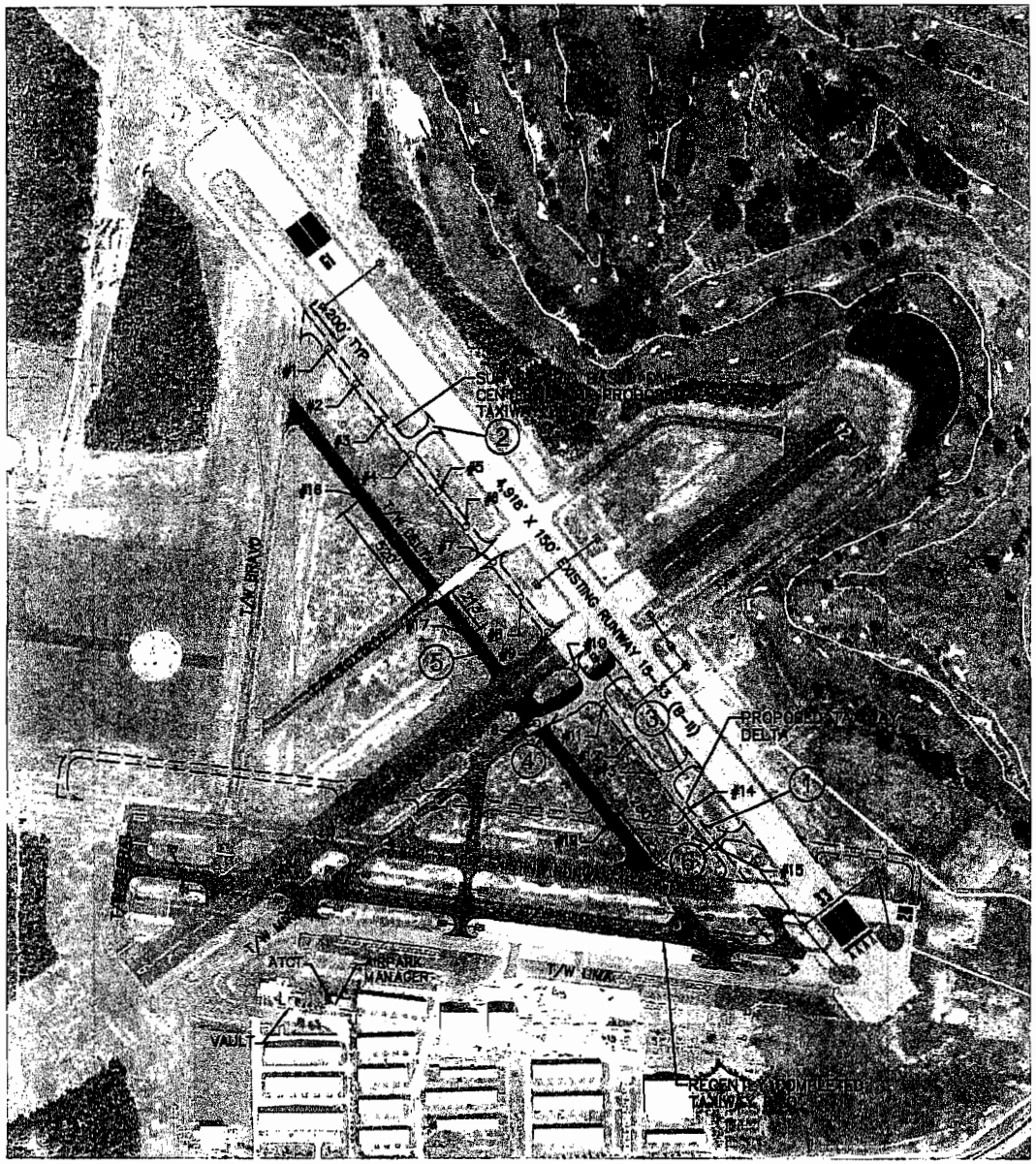
Raj Krishnasamy, P.E.
President/Principal Geotechnical Engineer

Attachments: 1. Fee Estimate

AUTHORIZED BY:	INVOICE TO:
Name:	**Firm:**
Title:	**Name:**
Date:	**Address:**

UNIT FEE
SCHEDULE

		Unit	# of Units		Unit Price		Total
I.	**FIELD INVESTIGATION**						
	Mobilization of Men and Equipment						
	Truck-Mounted Equipment	Each	1	$	350.00	$	350.00
	Specialized ATV/Mudbug	Each	0	$	712.00	$	0.00
	Support Vehicle	Each	2	$	150.00	$	300.00
	Standard Penetration Test Borings (By Truck-Mounted Equipment) Land: 0 - 50 ft depth	L.F.	160	$	12.50	$	2,000.00
	Grout-Seal Boreholes (By Truck-Mounted Equipment) Land: 0 - 50 ft depth	L.F.	160	$	6.00	$	960.00
	Casing Allowance (By Truck-Mounted Equipment) Land: 0 - 50 ft depth	L.F.	0	$	8.00	$	0.00
	Standby/Decontamination (Drill Rig & Crew)	Hour	2	$	125.00	$	250.00
	Pavement Cores	Each	4	$	150.00	$	600.00
	Ground Penetrating Radar	Day	1	$	1500.00	$	1,500.00
II.	**LABORATORY TESTING**						
	Natural Moisture Content Tests	Each	4	$	11.00	$	44.00
	Grain-Size Analysis - Full Gradation	Each	4	$	67.00	$	268.00
	Grain-Size Analysis - Single Sieve	Each	0	$	40.00	$	0.00
	Organic Content Tests	Each	2	$	50.00	$	100.00
	Atterberg Limit Tests	Each	2	$	95.00	$	190.00
	Liquid Limit Tests (Only)	Each	0	$	58.00	$	0.00
	Plastic Limit Tests (Only)	Each	0	$	37.00	$	0.00
	Field CBR	Each	5	$	600.00	$	3,000.00
	Permeability Test-Falling Head	Each	3	$	275.00	$	825.00
	Grain-Size with Hydrometer	Each	1	$	125.00	$	125.00
	Proctor Test a) Modified	Each	2	$	120.00	$	240.00
	b) Standard	Each	0	$	115.00	$	0.00
III.	**FIELD ENGINEERING AND TECHNICAL SERVICES**						
	Boring Layout/Utility & Airport Access Coordination						
	Sr. Engineering Technician	Hour	20	$	80.00	$	1,600.00
IIIA.	**ENGINEERING AND TECHNICAL SERVICES**						
	Principal	Hour	4	$	160.00	$	640.00
	Sr. Engineer	Hour	12	$	140.00	$	1,680.00
	Draftperson	Hour	8	$	80.00	$	640.00
	Administrative Assistant	Hour	4	$	55.00	$	220.00
					TOTAL		**15,532.00**



GRAPHIC SCALE IN FEET
0 250 500 1000

NORTH

PROJECT ELEMENTS:

1. RELOCATE TAXIWAY TO 240' FROM RUNWAY CENTERLINE AND TAXIWAY CENTERLINE
2. CONSTRUCT TAXIWAY SIERRA
3. CONSTRUCT TAXIWAY TANGO
4. RELOCATE TAXIWAY MIKE BETWEEN RUNWAY 15/33 AND OLD TAXIWAY DELTA (ALTERNATE)
5. DEMOLISH OLD TAXIWAY DELTA
6. CONSTRUCT TAXIWAY QUEBEC

○ GEOTECHNICAL EXPLORATION POINT

GEOTECHNICAL INVESTIGATION TABLE

POINT	ACTION
1	SPT
2	SPT, CBR
3	SPT, HYDRAULIC CONDUCTIVITY
4	SPT
5	SPT
6	SPT
7	SPT, HYDRAULIC CONDUCTIVITY
8	SPT, CBR
9	SPT
10	SPT
11	SPT
12	SPT, CBR
13	SPT
14	SPT, CBR
15	SPT, HYDRAULIC CONDUCTIVITY
16	PAVEMENT CORING
17	PAVEMENT CORING
18	PAVEMENT CORING, SPT, CBR
19	PAVEMENT CORING

No.	REVISIONS	DATE	BY

Kimley-Horn and Associates, Inc.

LICENSED PROFESSIONAL

FLORIDA LICENSE NUMBER

KHA PROJECT
DATE 4/10/2014
SCALE AS SHOWN
DESIGNED BY LMC
DRAWN BY CTP
CHECKED BY LMC
DATE

GEOTECHNICAL INVESTIGATION EXHIBIT

RELOCATION OF TAXIWAY DELTA

PREPARED FOR
POMPANO BEACH AIRPARK
POMPANO BEACH FLORIDA

SHEET NUMBER
1

Plotted By:Parham, Cody Sheet Set:Khe Layout:GEOTECH EXHIBIT April 12, 2014 03:24:49pm G:\WCarey\PNP Taxiway Delta Relocation\CADD\Geotech Exhibit.dwg

ENGINEER'S OPINION OF PROBABLE COST
CONCEPTUAL SUBMITTAL
TAXIWAY DELTA RELOCATION
AT POMPANO BEACH AIR PARK
MAY 2014

Item No.	Spec.	Description	Calculated Quantity	Unit	Unit Cost	Extended Total
1	AL-1	Allowance	1	LS	$100,000.00	$100,000.00
3	S-100-1	Mobilization (5%)	1	LS	$118,945.00	$118,945.00
4	S-102-1	Maintenance of Air Operations Area Traffic (5%)	1	LS	$118,945.00	$118,945.00
5	S-103-1	Asphalt Pavement Milling - Full Depth Removal	20,000	SY	$2.89	$57,800.00
6	S-103-2	Asphalt Pavement Milling - Partial Depth Removal	2,000	SY	$3.50	$7,000.00
7	S-105-1	Contractor's Quality Control	1	LS	$60,000.00	$60,000.00
8	S-106-1	Project Survey and Stakeout	1	LS	$70,000.00	$70,000.00
9	BO-1-1	Burrowing Owl Nest Protection	7	EA	$600.00	$4,200.00
11	GT-1-2	Gopher Tortoise Burrow Relocation	12	EA	$400.00	$4,800.00
12	P-151-1	Clearing and Grubbing - Airfield	29	AC.	$3,500.00	$101,500.00
13	P-152-1	Unclassified Excavation	6,400	CY	$12.00	$76,800.00
14	P-152-2	Unsuitable Excavation	500	CY	$15.00	$7,500.00
15	P-152-3	Compacted Subgrade (LBR-40)	22,000	SY	$3.70	$81,400.00
16	P-156-1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	$18,000.00	$18,000.00
17	P-156-2	Silt Fence	6,400	LF	$4.00	$25,600.00
18	P-211-1	Limerock Base Course (8" thick)	21,000	SY	$14.00	$294,000.00
19	P-211-2	Limerock Base Course Reshaping / Recompacting	1,500	SY	$9.00	$13,500.00
20	P-401-1	Bituminous Surface Course	2,300	TON	$135.00	$310,500.00
21	P-602-1	Bituminous Prime Coat	10,300	GAL.	$3.00	$30,900.00
22	P-603-1	Bituminous Tack Coat	1,000	GAL.	$3.00	$3,000.00
23	P-620-1	Runway and Taxiway Marking (Temporary)	19,000	SF	$0.60	$11,400.00
24	P-620-2	Runway and Taxiway Marking	38,000	SF	$0.75	$28,500.00
25	P-620-3	Reflective Media	4,000	LB	$4.75	$19,000.00
26	P-620-4	Runway and Taxiway Marking Removal	5,000	SF	$2.50	$12,500.00
30	D-701-4	36" Class II Reinforced Concrete Pipe	700	LF	$85.00	$59,500.00
31	D-751-1	FDOT Type D Ditch Bottom Inlet	5	EA	$4,000.00	$20,000.00

ENGINEER'S OPINION OF PROBABLE COST
CONCEPTUAL SUBMITTAL
TAXIWAY DELTA RELOCATION
AT POMPANO BEACH AIR PARK
MAY 2014

Item No.	Spec.	Description	Calculated Quantity	Unit	Unit Cost	Extended Total
36	T-901-1	Seeding and Mulching	25	AC	$4,000.00	$100,000.00
37	T-904-1	Sodding (Argentine Bahia)	19,000	SY	$3.00	$57,000.00
38	T-905-1	Topsoiling	6,400	CY	$8.00	$51,200.00
39	L-108-5.1	Hand excavate minimum 8" Wide x 28" Deep in earth.	100	LF	$5.00	$500.00
40	L-108-5.2	Hand excavate minimum 18" Wide x 36" Deep in earth.	100	LF	$17.00	$1,700.00
41	L-108-5.3	Saw cut and hand excavate minimum 8" Wide x 28" Deep in existing full strength pavement.	100	LF	$11.00	$1,100.00
42	L-108-5.4	3/4" x 20' ground rods connected to counterpoise.	50	EA	$180.00	$9,000.00
43	L-108-5.5	10' additional ground rod sections.	10	EA	$90.00	$900.00
44	L-108-5.6	#6 bare solid AWG counterpoise conductor installed over conduit system, not parallel to edge of pavement.	5,000	LF	$1.00	$5,000.00
45	L-108-5.7	#6 bare solid AWG counterpoise conductor separate trench, parallel to edge of pavement.	8,000	LF	$3.25	$26,000.00
46	L-108-5.8	#6, 600V, XHHW, green equipment ground installed in new and existing conduit/ductbank/manhole system	15,000	LF	$1.25	$18,750.00
47	L-108-5.9	#8, 5KV, L-824 conductor installed in new and existing conduit/ductbank/manhole system.	20,000	LF	$1.25	$25,000.00
48	L-109-5.1	Provide and Install New L-829 10 KW Ferroresonant	1	EA	$25,000.00	$25,000.00
49	L-109-5.2	Modify Existing Airfield Electrical Vault, complete.	1	LS	$35,000.00	$35,000.00
50	L-110-5.1	One 2" schedule 40 PVC conduit direct buried in earth/new paved shoulder complete in place.	15,000	LF	$6.00	$90,000.00
51	L-110-5.2	One 2" schedule 40 PVC conduit installed in new full strength pavement complete in place.	500	LF	$12.00	$6,000.00
52	L-110-5.3	One 2" schedule 40 PVC conduit installed in existing full strength pavement complete in place.	500	LF	$23.00	$11,500.00
53	L-110-5.4	One 2" HDPE conduit directional bored 48" deep beneath existing full strength and shoulder pavements complete in place.	6,000	LF	$20.00	$120,000.00

ENGINEER'S OPINION OF PROBABLE COST
CONCEPTUAL SUBMITTAL
TAXIWAY DELTA RELOCATION
AT POMPANO BEACH AIR PARK
MAY 2014

Item No.	Spec.	Description	Calculated Quantity	Unit	Unit Cost	Extended Total
54	L-110-5.5	One FAA 4" schedule 40 PVC concrete encased split duct in earth/new full strength pavement.	100	LF	$20.00	$2,000.00
55	L-110-5.6	Intercept existing conduit system and connect to new conduit system and extend circuit.	20	EA	$100.00	$2,000.00
56	L-115-5.1	L-867 16" diameter junction can with cover installed in earth/new shoulder pavement.	2	EA	$950.00	$1,900.00
57	L-115-5.2	L-867 16" Diameter 4 can Junction can plaza installed in earth.	18	EA	$4,300.00	$77,400.00
58	L-115-5.3	Intercept existing light base can in earth/existing pavement and connect to conduit system.	10	EA	$150.00	$1,500.00
59	L-115-5.4	Removal of existing junction can/light base can in earth/existing shoulder pavement, complete	65	EA	$150.00	$9,750.00
60	L-115-5.6	Core drill existing manhole in earth/existing pavement and connect to conduit system	10	EA	$350.00	$3,500.00
61	L-125-5.1	New L-861T(L), LED taxiway elevated edge light and base can in earth	150	EA	$850.00	$127,500.00
62	L-125-5.2	New L-861T(L), LED taxiway elevated edge light installed on existing base can.	10	EA	$600.00	$6,000.00
63	L-125-5.1	New L-852D, quartz runway flush edge light and base can in new pavement	3	EA	$2,200.00	$6,600.00
64	L-125-5.3	Intercept existing circuit conductors in existing base can/ manhole /junction can and extend circuits accordingly.	30	EA	$100.00	$3,000.00
65	L-125-5.4	Identification of cables, ductbanks and lighting fixtures per FAA specifications	1	LS	$10,000.00	$10,000.00
66	L-126-5.1	New size 2, 1 module guidance sign and concrete base installed in earth/new paved shoulder.	6	EA	$4,200.00	$25,200.00
67	L-126-5.2	New size 2, 2 module guidance sign and concrete base installed in earth/new paved shoulder.	8	EA	$4,700.00	$37,600.00
68	L-126-5.3	New size 2, 3 module guidance sign and concrete base installed in earth/new paved shoulder.	17	EA	$5,900.00	$100,300.00
69	L-126-5.4	New size 2, 4 module guidance sign and concrete base installed in earth/new paved shoulder.	8	EA	$6,700.00	$53,600.00
70	L-126-5.5	Removal of existing guidance sign and concrete base in earth/existing pavement, complete.	20	EA	$500.00	$10,000.00
					TOTAL	**$2,716,790.00**

RESOLUTION NO. 2014-65

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN/CONSTRUCTION OF TAXIWAY DELTA RELOCATION AND CONSTRUCTION OF TAXIWAY SIERRA AND TAXIWAY TANGO; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and the State of Florida Department of Transportation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 12th day of November, 2013.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
10/18/13
l:reso/2014-33

LEASE RETURN TO:
Mary L. Chambers, MMC
City Clerk
P.O. Drawer 1300, Suite 253
Pompano Beach, FL 33061

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project No.: 433476-1-94-01 (item-segment-phase-sequence)	Fund: DPTO	FLAIR Approp.: 088719
	Function: 637	FLAIR Obj.: 750004
	Federal No.:	Org. Code: 55042010428
Contract No.: AR917	DUNS No.:	Vendor No.: VF596000411033
CFDA Number:	Agency DUNS No.:	CSFA Number: 55.004
CFDA Title:		CSFA Title:

THIS AGREEMENT, made and entered into this 4th day of December, 2013,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and City of Pompano Beach

1001 Northeast 10th Street Pompano Beach, FL 33060

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed

on or before 12/31/2015 and this Agreement will expire unless a time extension is provided

in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

332.006(6),
Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Design/Construct Taxiway D (Relocate) and Construct S and T

and as further described in Exhibit(s) A,B,C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is $ 217,600.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 174,080.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;

(c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☑ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      3400 West Commercial Boulevard Fort Lauderdale, FL 33309

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

      Federal Audit Clearinghouse
      Bureau of the Census
      1201 East 10th Street
      Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   3400 West Commercial Boulevard Fort Lauderdale, FL 33309

   In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

   3400 West Commercial Boulevard Fort Lauderdale, FL 33309

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      3400 West Commercial Boulevard Fort Lauderdale, FL 33309

   B. The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

      3400 West Commercial Boulevard Fort Lauderdale, FL 33309

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 West Commercial Boulevard Fort Lauderdale, FL, FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

8.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

8.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

8.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's ***Travel Form No. 300-000-01.*** The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.15 For real property acquired, submit;

(a) the date the Agency acquired the real property,

(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

12.20 Procurement of Personal Property and Services

12.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

12.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 8.23.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/2015. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the _____. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 433476-1-94-01

Contract No. AR917

Agreement Date 12/4/13

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY	FDOT
City of Pompano Beach AGENCY NAME	See attached Encumbrance Form for date of Funding Approval by Comptroller 11-20-13
Refer to City Signature Page SIGNATORY (PRINTED OR TYPED)	Laurie C. Mengs LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
SIGNATURE	Gerry O'Reilly DEPARTMENT OF TRANSPORTATION
TITLE	Director of Transportation Development TITLE

"CITY":

Witnesses:

Betty J. Nones

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of November, 2013 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

_____
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Fin. Proj. No. AR917
Contract No: 433476-1-94-01
Agreement Date: 12/4/13

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and The City of Pompano Beach

PROJECT LOCATION: Pompano Beach Air Park

PROJECT DESCRIPTION: Design/Construction of Taxiway "D" relocation and construction of Taxiway "S" and "T" connectors from runway 15-33

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The plans and specifications review required in paragraph 15.00 of the Agreement shall include an Engineer Certification and compliance with Department requirements as outlined in Exhibit "C".

COMPLIANCE WITH LAWS

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

This language should be included in any agency agreements associate with work or services under the Joint Participation Agreement.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Effective July 1, 2010, Section 215.971 of the Florida Statutes, requires agreements with the State to contain a scope of work that clearly establishes quantifiable and measurable deliverables. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. The items must be submitted and approved through the Florida Aviation Database http://www.florida-aviation-database.com/ filed under the appropriate Financial Management (FM) number to meet the deliverable requirements. The deliverables must be received and accepted by the Department prior to the payment of services. The Department of Financial Services Internet link below provides guidance on clear and comprehensive scopes and deliverables development. The scope of work and deliverables are specifically addressed in chapter 3:

http://www.myfloridacfo.com/aadir/docs/ContractandGrantManagementUserGuide.pdf

Narrative	This project entails the relocation and construction of taxiway Delta full length for runway 15-33 and add taxiway Sierra and Taxiway Tango connectors to Taxiway Delta from runway 15-33.
Justification	These modifications are required per the Airport Master Plan Update completed in 2007 in order to meet FAA Category B-II design standards.

SCOPE OF SERVICES

Design Phase

1. The Agency must submit a signed copy of an agreement between the Agency and its third-party consultant, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the third-party consultant. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a

regular basis using the approved schedule of values and one of the following methods:

a. Percentage Completed. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
b. Completed Tasks. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Construction Phase

4. The Agency must submit a signed copy of an agreement between the Agency and its contractor, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the contractor. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
   a. Percentage Completed. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
   b. Completed Tasks. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form.

The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Financial Project No. 433476-1-94-01
Contract No. AR 917
Agreement Date 12/4/13

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and City of Pompano Beach

1001 Northeast 10th Street Pompano Beach, FL 33060

referenced by the above Financial Project Number.

I.	PROJECT COST:					$217,600.00
	TOTAL PROJECT COST:					$217,600.00
II.	PARTICIPATION:					
	Maximum Federal Participation					
	FAA	(0	%)	or	$	0.00
	Agency Participation					
	In-Kind	(20	%)	or	$	43,520.00
	Cash	(	%)	or	$	
	Other	(	%)	or	$	
	Maximum Department Participation,					
	Primary					
	DPTO	(80	%)	or	$	174,080.00
	Federal Reimbursable	(	%)	or	$	
	Local Reimbursable	(	%)	or	$	
	TOTAL PROJECT COST:					$217,600.00

Financial Project No. 433476-1-94-01

Contract No. AR917

Agreement Date 12/4/13

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Pompano Beach
1001 Northeast 10th Street Pompano Beach, FL 33060

A. General

1. Duration: The terms, conditions, and assurances of the Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date that the Agreement is executed. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with state funds.

2. Obligation: The Agency shall honor these assurances for the duration of this Agreement. If the Agency takes any action that is not consistent with these assurances, the full amount of this Agreement will immediately become due and payable to the Florida Department of Transportation.

B. General Assurances

The Agency hereby assures that:

1. Good Title: It holds good title, satisfactory to the Department, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Department that good title will be acquired.

2. Preserving Rights and Powers:

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Department, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Agency. This shall be done in a manner acceptable to the Department.

b. If an arrangement is made for management and operation of the airport by any agency or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained according to applicable federal and state laws, regulations, and rules.

3. Hazard Removal & Mitigation: It will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

4. Compatible Land Use: It will take appropriate action to ensure local government adoption of airport zoning ordinances that comply with Chapter 333, F.S. The ordinances shall address height restrictions and other potential aviation hazards and limitations on incompatible land uses in the vicinity of the airport. The vicinity of the airport includes all areas that will be affected by normal aircraft operations and noise.

The Agency assures that it will take appropriate action to oppose and/or disapprove any attempted change in local land use regulations that would adversely affect the continued level of airport operations by the creation or expansion of incompatible land use areas. The Agency assures that it will provide the Department with a copy of all local airport zoning ordinances, codes, rules, regulations, and amendments, including proposed and granted variances thereto.

5. Consistency with Local Plans: It will take appropriate actions to have the current airport master plan adopted into the local government comprehensive plan at the earliest feasible opportunity.

6. Airport Layout Plan:

a. It will keep a layout plan of the airport up to date showing:

(1) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) Location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) Location of all existing and proposed non-aviation areas and of all existing improvements thereon.

b. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department. The Agency will not make or permit any changes or alterations in the airport or any of its facilities that are not in conformity with the airport layout plan as approved by the Department and which might, in the opinion of the Department, adversely affect the safety, utility, or efficiency of the airport.

7. Fee and Rental Structure: It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport taking into account such factors as the volume of traffic and economy of collection. If this Agreement results in a facility that will be leased or otherwise produces revenue, the Agency assures that the revenue will be at fair market value or higher.

8. Airport Revenue: That all revenue generated by the airport will be expended for capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

9. Financial Plan: It will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements depicted in the airport layout plan. The financial plan shall be a part of the airport master plan. The financial plan shall realistically assess project phasing considering availability of state funding and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system. All project cost estimates contained in the financial plan shall be entered in the Joint Automated Capital Improvement Program (JACIP) Online Web site. The JACIP Online information shall be kept current as the financial plan is updated.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

10. Operation & Maintenance: The airport and all facilities which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation. The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department. The Agency will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when flooding or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Agency.

11. Economic Nondiscrimination: It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

12. Exclusive Rights: It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

13. Federal Funding Eligibility: It will take appropriate actions to maintain federal funding eligibility for the airport. Further, it will avoid any action that renders the airport ineligible for federal funding.

14. Termination of Agreement: It will make expenditures or incur obligations pertaining to this Agreement within two years after the date of this Agreement or the Department of Transportation may terminate this Agreement. The Agency may request a one-year extension of this two-year time period. The District Secretary shall have approval authority.

15. Retention of Rights and Interests: It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in the Agreement without approval by the Department.

16. Consultant, Contractor, Scope, and Cost Approval: It will grant the Department the right to disapprove the Agency's employment of specific consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department. Further, the Agency assures that it will grant the Department the right to disapprove the proposed project scope and cost of professional services.

17. Airfield Access: The Agency will not grant or allow easement or access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage.

18. Project Development: All project related work will comply with federal, state, and professional standards; applicable Federal Aviation Administration advisory circulars; and Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*.

C. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

1. Project Scope: Execute the project in accordance with the approved project narrative or with approved modifications.

2. Reports: Furnish the Department with such periodic project and work activity reports as required.

3. Public Information: Make such material available for examination by the public. No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

4. Disclosure: Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

5. Department Guidelines: Comply with Department airport master planning guidelines if the project involves airport master planning or developing an airport layout plan. This includes:

a. Providing copies, in electronic and editable format, of final project materials to the Department. This includes computer-aided drafting (CAD) files of the airport layout plan.

b. Developing a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the airport master plan or depicted in the airport layout plan. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system.

c. Entering all projects contained in the cost-feasible plan out to twenty years in the Joint Automated Capital Improvement Program (JACIP) database.

6. No Implied Commitments: Understand and agree that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

D. Land Acquisition Projects

If this project involves land purchase, the Agency assures that it will:

1. Applicable Laws: Acquire the land interest in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; the National Environmental Policy of 1969; FAA Order 5100.37A; FAA Order 5050.4A.; chapters 73 and 74, F.S., when property is acquired through condemnation; and section 286.23, F.S.

2. Administration: Maintain direct control of project administration, including:

a. Maintaining responsibility for all contract letting and administrative procedures necessary for the acquisition of the land interests.

b. Securing written permission from the Department to execute each agreement with any third party.

c. Furnishing a projected schedule of events and a cash flow projection within twenty (20) calendar days after completion of the review appraisal.

d. Establishing a project account for purchase of land interests.

e. Collecting and disbursing federal, state, and local project funds.

3. Loans: Comply with the following requirements if the funding conveyed by this Agreement is a loan for land purchase according to Chapter 332, F.S.:

a. The Agency shall apply for a Federal Aviation Administration Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

b. If federal funds are received for the land purchase, the Agency shall notify the Department by U.S. Mail within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares as described in Chapter 332, F.S.

c. If federal funds are not received for the land purchase, the Agency shall reimburse the Department to achieve normal project state and local funding shares as described in Chapter 332, F.S., within 30 calendar days after the loan matures.

d. If federal funds are not received for the land purchase and the state funding share of the land purchase is less than or equal to normal state and local funding shares as described in Chapter 332, F.S., when the loan matures, no reimbursement to the Department shall be required.

4. New Airports:

a. Protect the airport and related airspace by ensuring local government adoption of an airport zoning ordinance or amending an existing airport zoning ordinance, consistent with the provisions of Chapter 333, F.S., prior to the completion of the project.

b. Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

c. Complete an airport master plan within two years of land purchase.

d. Complete construction necessary for basic airport operation within ten years of land purchase.

5. Use of Land: The Agency shall use the land for aviation purposes in accordance with the terms of this Agreement within ten years after the acquisition date.

6. Disposal of land: For land purchased under an Agreement for airport noise compatibility or airport development purposes, disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

E. Aviation Construction Projects

If this project involves construction, the Agency assures that it will:

1. Certifications: Provide certifications that:

a. Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

b. All design plans and specifications comply with federal, state, and professional standards and applicable Federal Aviation Administration advisory circulars.

c. The project complies with all applicable building codes and other statutory requirements.

d. Completed construction complies with the project plans and specifications. Such certification must include an attestation from the Engineer that the project was completed per the approved project plans and specifications.

2. Design Development Criteria: The plans, specifications, construction contract documents, and any and all other similar engineering, construction, and contractual documents produced by the Engineer for the project is hereinafter collectively referred to as "plans" in this Exhibit.

Plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

Plans shall be consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement.

The Engineer shall perform a thorough review of the requirements of the following standards and make a determination as to their applicability to this project. Plans produced for this project shall be developed in compliance with the applicable requirements of these standards:

- Federal Aviation Administration Regulations and Advisory Circulars
- Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*
- Florida Department Of Transportation Standard Specifications For Construction Of General Aviation Airports
- Manual Of Uniform Minimum Standards For Design, Construction And Maintenance For Streets And Highways, commonly referred to as the Florida Greenbook
- *Manual on Uniform Traffic Control Devices*

Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations that apply to the scope and location of the project.

3. *Construction Inspection & Approval:* Provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project. The Agency assures that it will allow the Department to inspect the work. The Department may require cost and progress reporting by the Agency.

4. *Pavement Preventative Maintenance:* With respect to a project for the replacement or reconstruction of pavement at the airport, implement an effective airport pavement maintenance management program and the Agency assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

F. Noise Mitigation Projects

If this project involves noise mitigation, the Agency assures that it will:

1. Local Government Agreements: For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, enter into an agreement with that government. The agreement shall obligate the unit of local government to the same terms, conditions, and assurances that apply to the Agency. The agreement and changes

thereto must be satisfactory to the Department. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

2. Private Agreements: For noise compatibility projects to be carried out on privately owned property, enter into an agreement with the owner of that property to exclude future actions against the airport. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 433476-1-94-01

Contract No. AR 917

Agreement Date 12/4/13

EXHIBIT "D"

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

(e.g., What services or purposes the resources must be used for)
(e.g., Eligibility requirements for recipients of the resources)
(Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
		$

Compliance Requirements

STATE RESOURCES

State Agency	Catalog of State Assistance (Number & Title)	Amount
Florida Department of Transportation	55.004	$174,080.00

Compliance Requirements

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:
- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

EXHIBIT "D"

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects;
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

-Land acquisition (for land in an approved master plan or ALP);
-Mitigation land (on or off airport);
-Aviation easements;
-Right of way;
-Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

-Any airport improvement and land purchase that will enhance economic impact;
-Building for lease;
-Industrial park infrastructure and buildings;
-General aviation terminals that will be 100 percent leased out;
-Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

EXHIBIT "D"

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans
The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
		$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

RESOLUTION NO. 2014-65

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN/CONSTRUCTION OF TAXIWAY DELTA RELOCATION AND CONSTRUCTION OF TAXIWAY SIERRA AND TAXIWAY TANGO; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and the State of Florida Department of Transportation, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the State of Florida Department of Transportation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 12th day of November, 2013.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
10/18/13
l:reso/2014-33

LEASE RETURN TO:
Mary L. Chambers, MMC
City Clerk
P.O. Drawer 1300, Suite 253
Pompano Beach, FL 33061

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project No.: 433476-1-94-01 (item-segment-phase-sequence)	Fund: DPTO	FLAIR Approp.: 088719
	Function: 637	FLAIR Obj.: 750004
	Federal No.:	Org. Code: 55042010428
Contract No.: AR917	DUNS No.:	Vendor No.: VF596000411033
CFDA Number:	Agency DUNS No.:	CSFA Number: 55.004
CFDA Title:		CSFA Title:

THIS AGREEMENT, made and entered into this 4th day of December, 2013,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and City of Pompano Beach

1001 Northeast 10th Street Pompano Beach, FL 33060

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed

on or before 12/31/2015 and this Agreement will expire unless a time extension is provided

in accordance with Section 18.00.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

332.006(6),
Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Design/Construct Taxiway D (Relocate) and Construct S and T

and as further described in Exhibit(s) A,B,C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is $ 217,600.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 174,080.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;

(c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☑ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, as revised, and required by Section 7.622 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   3400 West Commercial Boulevard Fort Lauderdale, FL 33309

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   3400 West Commercial Boulevard Fort Lauderdale, FL 33309

   In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

   3400 West Commercial Boulevard Fort Lauderdale, FL 33309

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

      3400 West Commercial Boulevard Fort Lauderdale, FL 33309

   B. The Auditor General's Office at the following address:

      Auditor General's Office
      Room 401, Pepper Building
      111 West Madison Street
      Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

      3400 West Commercial Boulevard Fort Lauderdale, FL 33309

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 West Commercial Boulevard Fort Lauderdale, FL, FL, 33309 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

8.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

8.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

8.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's ***Travel Form No. 300-000-01.*** The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.15 For real property acquired, submit;

(a) the date the Agency acquired the real property,

(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

12.20 Procurement of Personal Property and Services

12.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

12.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 8.23.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/2015. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the _____. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal 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.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

25.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 433476-1-94-01

Contract No. AR917

Agreement Date 12/4/13

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY	FDOT
City of Pompano Beach AGENCY NAME	See attached Encumbrance Form for date of Funding Approval by Comptroller
Refer to City Signature Page SIGNATORY (PRINTED OR TYPED)	LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
	Gerry O'Reilly DEPARTMENT OF TRANSPORTATION
SIGNATURE	
	Director of Transportation Development
TITLE	TITLE

"CITY":

Witnesses:

Betty J. Manes

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of November, 2013 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

_____
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

Fin. Proj. No. AR917
Contract No: 433476-1-94-01
Agreement Date: 12/4/13

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and The City of Pompano Beach

PROJECT LOCATION: Pompano Beach Air Park

PROJECT DESCRIPTION: Design/Construction of Taxiway "D" relocation and construction of Taxiway "S" and "T" connectors from runway 15-33

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The plans and specifications review required in paragraph 15.00 of the Agreement shall include an Engineer Certification and compliance with Department requirements as outlined in Exhibit "C".

COMPLIANCE WITH LAWS

The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

This language should be included in any agency agreements associate with work or services under the Joint Participation Agreement.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Effective July 1, 2010, Section 215.971 of the Florida Statutes, requires agreements with the State to contain a scope of work that clearly establishes quantifiable and measurable deliverables. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. The items must be submitted and approved through the Florida Aviation Database http://www.florida-aviation-database.com/ filed under the appropriate Financial Management (FM) number to meet the deliverable requirements. The deliverables must be received and accepted by the Department prior to the payment of services. The Department of Financial Services Internet link below provides guidance on clear and comprehensive scopes and deliverables development. The scope of work and deliverables are specifically addressed in chapter 3:

http://www.myfloridacfo.com/aadir/docs/ContractandGrantManagementUserGuide.pdf

Narrative	This project entails the relocation and construction of taxiway Delta full length for runway 15-33 and add taxiway Sierra and Taxiway Tango connectors to Taxiway Delta from runway 15-33.
Justification	These modifications are required per the Airport Master Plan Update completed in 2007 in order to meet FAA Category B-II design standards.

SCOPE OF SERVICES

Design Phase

1. The Agency must submit a signed copy of an agreement between the Agency and its third-party consultant, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the third-party consultant. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a

regular basis using the approved schedule of values and one of the following methods:

a. Percentage Completed. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
b. Completed Tasks. For this method the consultant's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Construction Phase

4. The Agency must submit a signed copy of an agreement between the Agency and its contractor, incorporating the scope of services and schedule of values which have been approved by the Department. The scope of services must include or incorporate by reference a schedule of values that will be used to approve payments to the contractor. The scope of services and schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
   a. Percentage Completed. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
   b. Completed Tasks. For this method the contractor's invoice should list a detailed description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.

5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form.

The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.

6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.

7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department. Invoices submitted to the Department with any unapproved charges will be rejected by the Department.

Financial Project No. 433476-1-94-01

Contract No. AR 917

Agreement Date 12/4/13

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and City of Pompano Beach

1001 Northeast 10th Street Pompano Beach, FL 33060

referenced by the above Financial Project Number.

I.	PROJECT COST:					$217,600.00
	TOTAL PROJECT COST:					$217,600.00
II.	PARTICIPATION:					
	Maximum Federal Participation					
	FAA	(0	%)	or	$	0.00
	Agency Participation					
	In-Kind	(20	%)	or	$	43,520.00
	Cash	(	%)	or	$	
	Other	(	%)	or	$	
	Maximum Department Participation,					
	Primary					
	DPTO	(80	%)	or	$	174,080.00
	Federal Reimbursable	(	%)	or	$	
	Local Reimbursable	(	%)	or	$	
	TOTAL PROJECT COST:					$217,600.00

Financial Project No. 433476-1-94-01

Contract No. AR917

Agreement Date 12/4/13

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Pompano Beach
1001 Northeast 10th Street Pompano Beach, FL 33060

A. General

1. Duration: The terms, conditions, and assurances of the Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date that the Agreement is executed. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with state funds.

2. Obligation: The Agency shall honor these assurances for the duration of this Agreement. If the Agency takes any action that is not consistent with these assurances, the full amount of this Agreement will immediately become due and payable to the Florida Department of Transportation.

B. General Assurances

The Agency hereby assures that:

1. Good Title: It holds good title, satisfactory to the Department, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Department that good title will be acquired.

2. Preserving Rights and Powers:

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Department, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the Agency. This shall be done in a manner acceptable to the Department.

b. If an arrangement is made for management and operation of the airport by any agency or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained according to applicable federal and state laws, regulations, and rules.

3. Hazard Removal & Mitigation: It will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

4. Compatible Land Use: It will take appropriate action to ensure local government adoption of airport zoning ordinances that comply with Chapter 333, F.S. The ordinances shall address height restrictions and other potential aviation hazards and limitations on incompatible land uses in the vicinity of the airport. The vicinity of the airport includes all areas that will be affected by normal aircraft operations and noise.

The Agency assures that it will take appropriate action to oppose and/or disapprove any attempted change in local land use regulations that would adversely affect the continued level of airport operations by the creation or expansion of incompatible land use areas. The Agency assures that it will provide the Department with a copy of all local airport zoning ordinances, codes, rules, regulations, and amendments, including proposed and granted variances thereto.

5. Consistency with Local Plans: It will take appropriate actions to have the current airport master plan adopted into the local government comprehensive plan at the earliest feasible opportunity.

6. Airport Layout Plan:

a. It will keep a layout plan of the airport up to date showing:

(1) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) Location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) Location of all existing and proposed non-aviation areas and of all existing improvements thereon.

b. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department. The Agency will not make or permit any changes or alterations in the airport or any of its facilities that are not in conformity with the airport layout plan as approved by the Department and which might, in the opinion of the Department, adversely affect the safety, utility, or efficiency of the airport.

7. Fee and Rental Structure: It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport taking into account such factors as the volume of traffic and economy of collection. If this Agreement results in a facility that will be leased or otherwise produces revenue, the Agency assures that the revenue will be at fair market value or higher.

8. Airport Revenue: That all revenue generated by the airport will be expended for capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

9. Financial Plan: It will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements depicted in the airport layout plan. The financial plan shall be a part of the airport master plan. The financial plan shall realistically assess project phasing considering availability of state funding and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system. All project cost estimates contained in the financial plan shall be entered in the Joint Automated Capital Improvement Program (JACIP) Online Web site. The JACIP Online information shall be kept current as the financial plan is updated.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

10. Operation & Maintenance: The airport and all facilities which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation. The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department. The Agency will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when flooding or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Agency.

11. Economic Nondiscrimination: It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds, and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

12. Exclusive Rights: It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public.

13. Federal Funding Eligibility: It will take appropriate actions to maintain federal funding eligibility for the airport. Further, it will avoid any action that renders the airport ineligible for federal funding.

14. Termination of Agreement: It will make expenditures or incur obligations pertaining to this Agreement within two years after the date of this Agreement or the Department of Transportation may terminate this Agreement. The Agency may request a one-year extension of this two-year time period. The District Secretary shall have approval authority.

15. Retention of Rights and Interests: It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in the Agreement without approval by the Department.

16. Consultant, Contractor, Scope, and Cost Approval: It will grant the Department the right to disapprove the Agency's employment of specific consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department. Further, the Agency assures that it will grant the Department the right to disapprove the proposed project scope and cost of professional services.

17. Airfield Access: The Agency will not grant or allow easement or access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage.

18. Project Development: All project related work will comply with federal, state, and professional standards; applicable Federal Aviation Administration advisory circulars; and Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*.

C. Planning Projects

If this project involves planning or other aviation studies, the Agency assures that it will:

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

1. Project Scope: Execute the project in accordance with the approved project narrative or with approved modifications.

2. Reports: Furnish the Department with such periodic project and work activity reports as required.

3. Public Information: Make such material available for examination by the public. No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

4. Disclosure: Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

5. Department Guidelines: Comply with Department airport master planning guidelines if the project involves airport master planning or developing an airport layout plan. This includes:

a. Providing copies, in electronic and editable format, of final project materials to the Department. This includes computer-aided drafting (CAD) files of the airport layout plan.

b. Developing a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the airport master plan or depicted in the airport layout plan. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and the likelihood of federal funding under the Federal Aviation Administration's priority system.

c. Entering all projects contained in the cost-feasible plan out to twenty years in the Joint Automated Capital Improvement Program (JACIP) database.

6. No Implied Commitments: Understand and agree that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

D. Land Acquisition Projects

If this project involves land purchase, the Agency assures that it will:

1. Applicable Laws: Acquire the land interest in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; the National Environmental Policy of 1969; FAA Order 5100.37A; FAA Order 5050.4A.; chapters 73 and 74, F.S., when property is acquired through condemnation; and section 286.23, F.S.

2. Administration: Maintain direct control of project administration, including:

a. Maintaining responsibility for all contract letting and administrative procedures necessary for the acquisition of the land interests.

b. Securing written permission from the Department to execute each agreement with any third party.

c. Furnishing a projected schedule of events and a cash flow projection within twenty (20) calendar days after completion of the review appraisal.

d. Establishing a project account for purchase of land interests.

e. Collecting and disbursing federal, state, and local project funds.

3. Loans: Comply with the following requirements if the funding conveyed by this Agreement is a loan for land purchase according to Chapter 332, F.S.:

a. The Agency shall apply for a Federal Aviation Administration Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

b. If federal funds are received for the land purchase, the Agency shall notify the Department by U.S. Mail within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares as described in Chapter 332, F.S.

c. If federal funds are not received for the land purchase, the Agency shall reimburse the Department to achieve normal project state and local funding shares as described in Chapter 332, F.S., within 30 calendar days after the loan matures.

d. If federal funds are not received for the land purchase and the state funding share of the land purchase is less than or equal to normal state and local funding shares as described in Chapter 332, F.S., when the loan matures, no reimbursement to the Department shall be required.

4. New Airports:

a. Protect the airport and related airspace by ensuring local government adoption of an airport zoning ordinance or amending an existing airport zoning ordinance, consistent with the provisions of Chapter 333, F.S., prior to the completion of the project.

b. Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

c. Complete an airport master plan within two years of land purchase.

d. Complete construction necessary for basic airport operation within ten years of land purchase.

5. Use of Land: The Agency shall use the land for aviation purposes in accordance with the terms of this Agreement within ten years after the acquisition date.

6. Disposal of land: For land purchased under an Agreement for airport noise compatibility or airport development purposes, disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

E. Aviation Construction Projects

If this project involves construction, the Agency assures that it will:

1. Certifications: Provide certifications that:

a. Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

b. All design plans and specifications comply with federal, state, and professional standards and applicable Federal Aviation Administration advisory circulars.

c. The project complies with all applicable building codes and other statutory requirements.

d. Completed construction complies with the project plans and specifications. Such certification must include an attestation from the Engineer that the project was completed per the approved project plans and specifications.

2. Design Development Criteria: The plans, specifications, construction contract documents, and any and all other similar engineering, construction, and contractual documents produced by the Engineer for the project is hereinafter collectively referred to as "plans" in this Exhibit.

Plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

Plans shall be consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement.

The Engineer shall perform a thorough review of the requirements of the following standards and make a determination as to their applicability to this project. Plans produced for this project shall be developed in compliance with the applicable requirements of these standards:

- Federal Aviation Administration Regulations and Advisory Circulars
- Florida Department of Transportation requirements per chapter 14-60, Florida Administrative Code, *Airport Licensing, Registration, And Airspace Protection*
- Florida Department Of Transportation Standard Specifications For Construction Of General Aviation Airports
- Manual Of Uniform Minimum Standards For Design, Construction And Maintenance For Streets And Highways, commonly referred to as the Florida Greenbook
- Manual on Uniform Traffic Control Devices

Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations that apply to the scope and location of the project.

3. Construction Inspection & Approval: Provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project. The Agency assures that it will allow the Department to inspect the work. The Department may require cost and progress reporting by the Agency.

4. Pavement Preventative Maintenance: With respect to a project for the replacement or reconstruction of pavement at the airport, implement an effective airport pavement maintenance management program and the Agency assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

F. Noise Mitigation Projects

If this project involves noise mitigation, the Agency assures that it will:

1. Local Government Agreements: For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, enter into an agreement with that government. The agreement shall obligate the unit of local government to the same terms, conditions, and assurances that apply to the Agency. The agreement and changes

thereto must be satisfactory to the Department. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

2. Private Agreements: For noise compatibility projects to be carried out on privately owned property, enter into an agreement with the owner of that property to exclude future actions against the airport. The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 433476-1-94-01

Contract No. AR 917

Agreement Date 12/4/13

EXHIBIT "D"

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

(e.g., What services or purposes the resources must be used for)
(e.g., Eligibility requirements for recipients of the resources)
(Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
		$

Compliance Requirements

STATE RESOURCES

State Agency	Catalog of State Assistance (Number & Title)	Amount
Florida Department of Transportation	55.004	$174,080.00

Compliance Requirements

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:

- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

These grants are to provide capital facilities and equipment for airports. Examples of projects are:

EXHIBIT "D"

- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects;
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:

-Land acquisition (for land in an approved master plan or ALP);
-Mitigation land (on or off airport);
-Aviation easements;
-Right of way;
-Approach clear zones.

(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

-Any airport improvement and land purchase that will enhance economic impact;
-Building for lease;
-Industrial park infrastructure and buildings;
-General aviation terminals that will be 100 percent leased out;
-Industrial park marketing programs.

(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

EXHIBIT "D"

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans
The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
		$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the Information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

#19

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUDGET ADJUSTMENT

ORIGINATING DEPT.: Finance

DATE: 12/30/14

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
Construction 06-910	465	72	88	542	65	12	73,926	76,926		15,707	
Transfer out	465	46	10	542	91	14			15,707		
Design 14-247	462	75	25	542	65	03			15707		
Transfer in	462	00	00	381	14	65			15707		
FDOT Grant	462	00	00	334	43	00			62,825		
Design 14-247	462	75	25	542	65	03			62,825		
								TOTAL			

*** USE WHOLE DOLLARS ONLY**

REASON

To recognize additional grant funding for Airpark grant & provide city match for FDOT Grant

S. Libble 12/30/14
Department Head Date

Adjustment is within total budget of **department** - Yes____ No X
Adjustment requires only City Manager approval - Yes X No X
Adjustment requires City Commission approval - Yes X No____

Adjustment approved at City Commission Meeting of _____

Finance Director	Budget Office	City Manager	AUDITED BY	INPUT BY	CONTROL NO.
S. Libble 12/30/14 Date	Date	Date	DJ 12/30/2014		

Distribution By Finance: White Copy - Finance Yellow Copy - Department Pink Copy - Budget

PB 1330 (Revised 5/05)

Meeting Date: 1/13/2015 Agenda Item 20

REQUESTED COMMISSION ACTION:

Consent	Ordinance	X Resolution	Consideration/ Discussion	Presentation

SHORT TITLE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO NONVEHICULAR ACCESS LINES BETWEEN THE CITY OF POMPANO BEACH AND BROWARD COUNTY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The City of Pompano Beach, wishes to remove and extend the Non-Vehicular Access Line on the Oceanside Fire Station plat (P.B. 179, Page 179) in order to create access into the new beach library parking lot. The first amendment is to extend a one hundred foot opening from the eastern property line along NE 2nd Street and the second amendment is to extend the existing opening on the western property line one hundred twenty-five (125') feet north along North Riverside Drive. The rest of the existing Non-Vehicular Access Line is to remain the same. When the note amendment was approved in May, the authorization to approve the agreement and the agreement itself had not been included. Staff has no objections.

(1) Origin of request for this action: Michael Vonder Meulen, Keith & Associates
(2) Primary staff contact: Chris Clemens/ Robin M. Bird Ext. 4048
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Serv. Dept.	5/12/2014	Approval	
City Attorney	12/5/2014	—	

Advisory Board

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	
Workshop			
1st Reading	1st Reading	Results:	Results:
2nd Reading			

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO NONVEHICULAR ACCESS LINES BETWEEN THE CITY OF POMPANO BEACH AND BROWARD COUNTY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Broward County, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Broward County.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/5/14
l:reso/2015-135

pompano beach.
Florida's Warmest Welcome

June 23, 2014

Ms. Peggy Knight
Broward County Planning & Redevelopment Division
1 N University Drive, Ste 102A
Plantation, Florida 33324

RE: City of Pompano Beach Letter of No Objection to the amendment to the Non-Vehicular Access Line on the Oceanside Fire Station Plat recorded in PB 179, PG 178.

Dear Ms. Knight:

The City of Pompano Beach has no objection to amending the Non-Vehicular Access Line along Riverside Drive and NE 2nd Street on the above noted plat. The amendments to the NVAL are shown in the accompanying Exhibit A.

The changes include:

- A 100 foot opening along NE 2nd Street taken from the eastern property line, and
- Widening the existing opening along N Riverside Drive an additional 170 feet (instead of the originally requested 125 feet).

Regards,

Christopher J. Clemens, AICP
Planner

G:\Zoning 2009\Plats\2014\plat note amendment agenda items\14-14000003 - Oceanside Fire Station Plat NVAL Amendment\Oceanside FS plat NVAL No Objection letter revised6232014.doc

KEITH & ASSOCIATES, INC.
consulting engineers
301 East Atlantic Boulevard, Pompano Beach, Florida 33060-6643
Tel: 954-788-3400 Fax: 954-788-3500

June 23, 2014

Chris Clemens, AICP, City Planner
Planning and Zoning Department
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33351

RE: Revision to the Non-Vehicular Access Line (NVAL) Amendment Letter
Oceanside Fire Station Plat P.B. 179, P. 178
Location: West side of A-1-A and South of NE 2nd Street
K&A Project Number: 07470.81

Dear Mr. Clemens;

On behalf of the City of Pompano Beach (property owner) and the Pompano Beach CRA, Keith & Associates is requesting a revised letter of no objection to amending the NVAL along Riverside Drive. The revision to the NVAL will allow access to the proposed parking lot for proposed library. The revised amendment will:

- Widen the existing opening along Riverside Drive an additional 170 feet instead of the originally requested 125 feet.

The revision is necessary due to a miscalculation when comparing the plat to the site plan in two different software formats. I apologize for any inconvenience or confusion. The drawings and intent of the opening remain the same. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Mike Vonder Meulen, AICP
Keith & Associates, Inc.

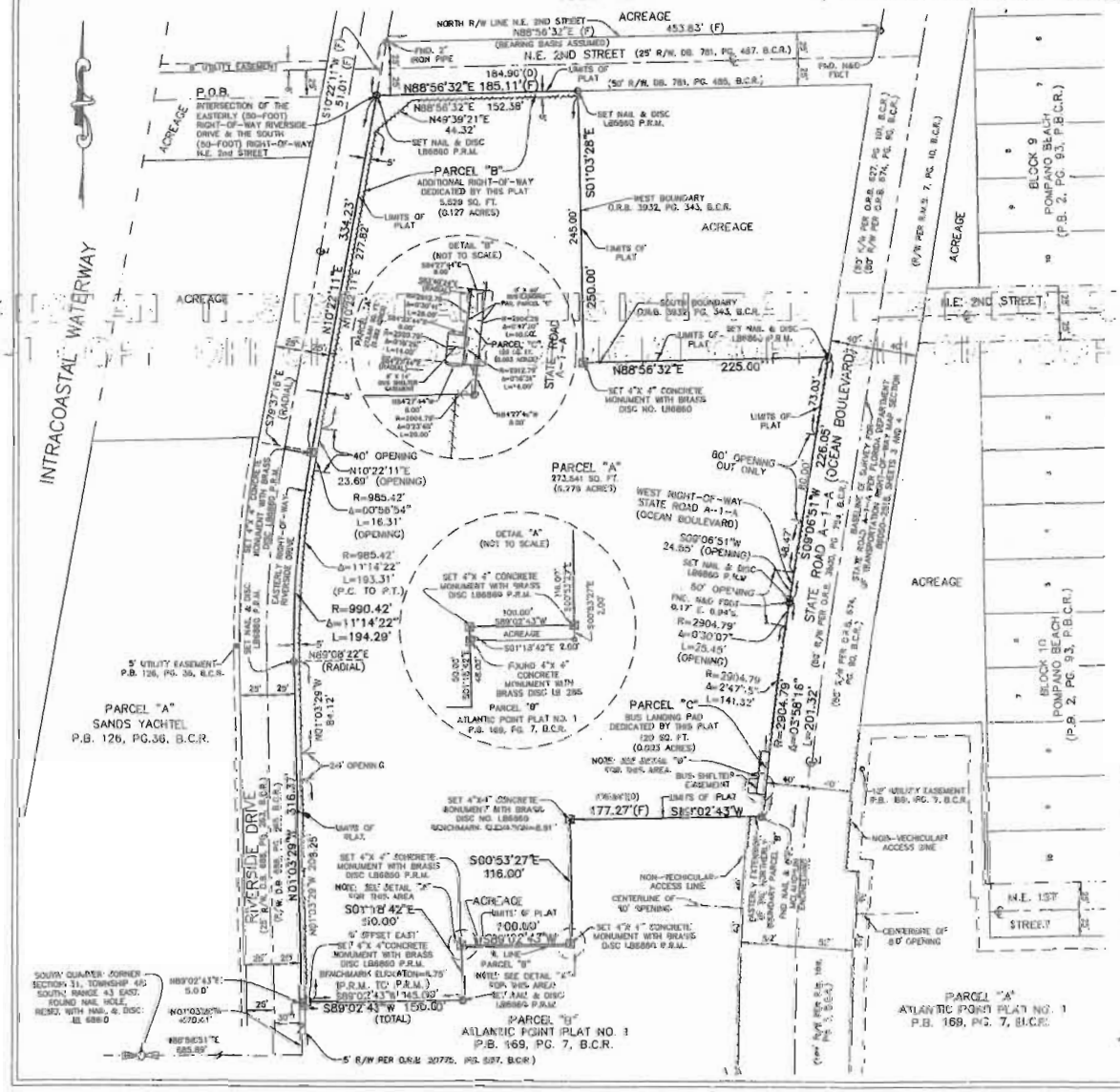
Cc: Horacio Danovich

CFN #110113595
Page2 of 2

OCEANSIDE FIRE STATION

A PORTION OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.



NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PLAT NOTES:

⊕ INDICATES SET PERMANENT REFERENCE MONUMENT (P.R.M.) 4"x4"X24" CONCRETE MONUMENT WITH BRASS DISC NO. LB6860 (UNLESS NOTED OTHERWISE).

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHEAST 2nd STREET HAVING A REFERENCE BEARING OF NORTH 88°56'32" EAST.

ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29). SAID ELEVATIONS ARE BASED ON BENCHMARKS SUPPLIED BY THE NATIONAL GEODETIC SURVEY DATA SHEETS. BENCHMARK "AD4593B". A BRASS DISC AT THE S.W. CORNER OF BRIDGE OVER INTRACOASTAL. SET IN S.W. BRIDGE ABUTMENT ON ATLANTIC BLVD. BENCHMARK ELEVATION=12.15'. AND BENCHMARK "AD4592". A BRASS DISC AT THE N.E. CORNER OF BRIDGE OVER INTRACOASTAL & ATLANTIC BLVD., SET IN N.E. BRIDGE ABUTMENT. BENCHMARK ELEVATION=14.75'

THE FOLLOWING NOTE IS REQUIRED BY CHAPTER (177.091), SUBSECTION (28), FLORIDA STATUTES: PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

ALL FACILITIES FOR THE DISTRIBUTION OF ELECTRICITY, TELEPHONE, AND CABLE SHALL BE INSTALLED UNDERGROUND.

IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY JANUARY 11, 2016, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME; AND/OR

IF CONSTRUCTION OF POTABLE WATER LINES, SEWER LINES, DRAINAGE, AND THE ROAD BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY JANUARY 11, 2016 THEN THE COUNTY'S FINDINGS OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDINGS THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME

THIS PLAT IS RESTRICTED TO A 10,365 SQUARE FOOT FIRE STATION.

ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION IV C.1.F., DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN REGARDING HAZARDS TO AIR NAVIGATION.

THIS NOTE IS REQUIRED BY CHAPTER 9, ARTICLE III, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.

LEGEND:

AKA	ALSO KNOWN AS
B.C.R.	BROWARD COUNTY RECORDS
(D)	DEED DISTANCE
(F)	FIELD MEASURED DISTANCE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FND.	FOUND
D.B.	DEED BOOK
L	ARC LENGTH
L.B.	FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CERTIFICATE OF AUTHORIZATION LICENSED BUSINESS DESIGNATION
N&D	NAIL & DISC
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.B.C.R.	PALM BEACH COUNTY RECORDS
PG.	PAGE
P.O.C.	POINT OF BEGINNING
P.R.M.	PERMANENT REFERENCE MONUMENT
R	RADIUS
R.M.B.	ROAD MAP BOOK
R/W	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
Δ	CENTRAL ANGLE
	NON VEHICULAR ACCESS LINE
C1	NAIL & DISC
⊕	IRON PIPE
℄	CENTERLINE

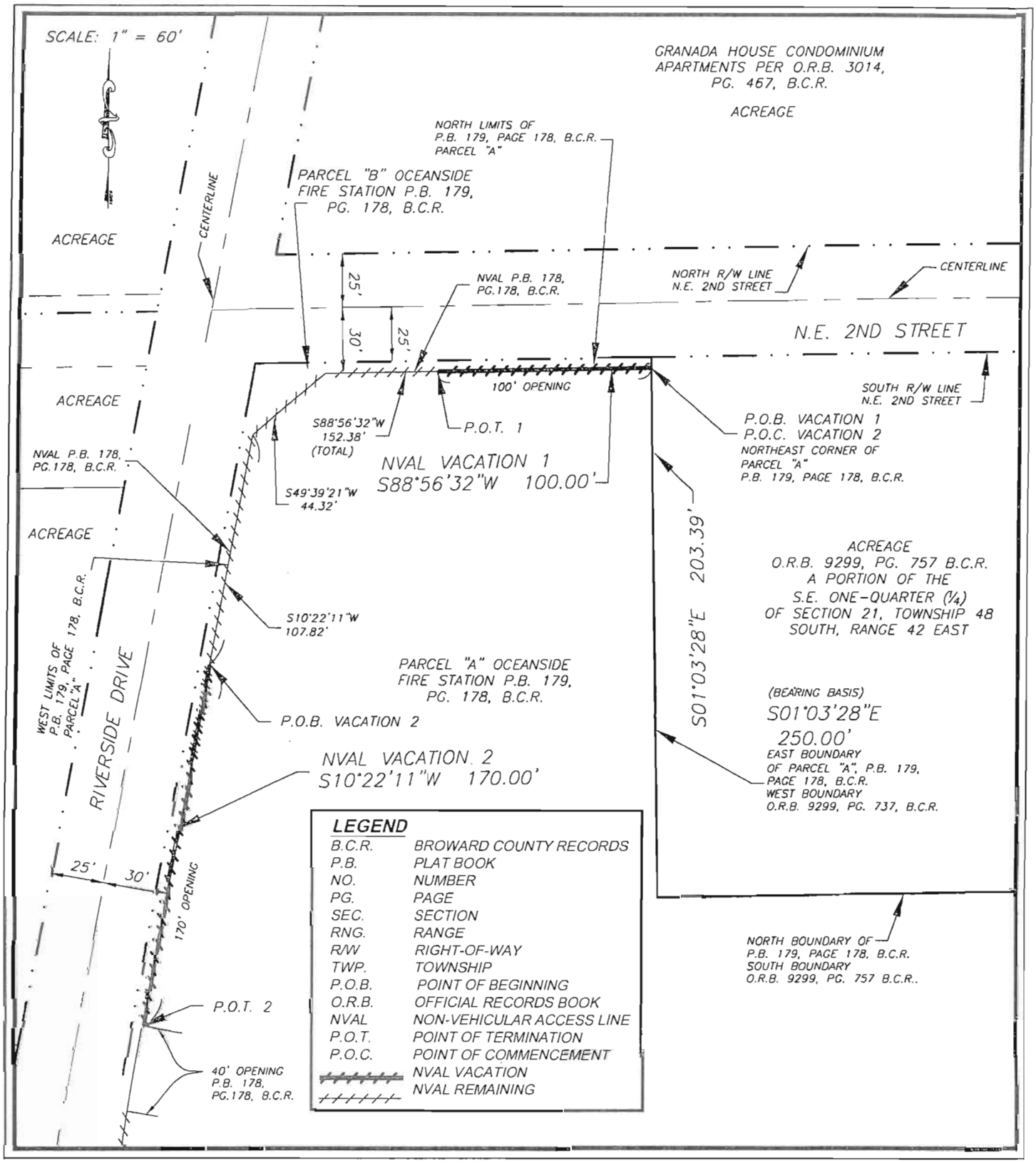
AREA TABULATION TABLE:

PARCEL NAME	SQUARE FOOTAGE	ACREAGE
PARCEL "A"	273,541	6.279
PARCEL "B"	5,529	0.127
PARCEL "C"	120	0.003
TOTAL	279,190	6.409

CITY REQUIRED AREA TABULATION:

GROSS AREA	279,190 6.409
NET AREA	273,541 6.279

PREPARED BY:
KEITH
201 EAST "ATLANTIC BOULEVARD"
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX(954) 788-3500
EMAIL: mail@keith-associates.com EB NO. 6860



SKETCH & DESCRIPTION
VACATION OF A PORTION OF THE NON-VEHICULAR ACCESS LINE

A PORTION OF PARCEL "A" OCEANSIDE FIRE STATION, PLAT BOOK 179, PAGE 178, B.C.R.

CITY OF POMPANO BEACH
BROWARD COUNTY FLORIDA

KEITH & ASSOCIATES INC
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2
DRAWING NO. 07470.81 NVAL REV 062314.DWG

DATE 06/23/14
SCALE 1"=60'
FIELD BK. N/A
DWNG. BY TAE
CHK. BY MVM

DATE	REVISIONS

LEGAL DESCRIPTION: NON-VEHICULAR ACCESS (NVAL) LINE VACATION

A PORTION OF THE NON-VEHICULAR ACCESS LINE (NVAL), PARCEL "A", "OCEANSIDE FIRE STATION", AS RECORDED IN PLAT BOOK 179, PAGE 178, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NVAL VACATION 1:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL "A", "OCEANSIDE FIRE STATION", AS RECORDED IN PLAT BOOK 179, PAGE 178, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

1. THENCE ALONG THE NORTH BOUNDARY OF SAID PARCEL "A", SOUTH 88°56'32" WEST, 100.00 FEET, TO POINT OF TERMINATION 1.

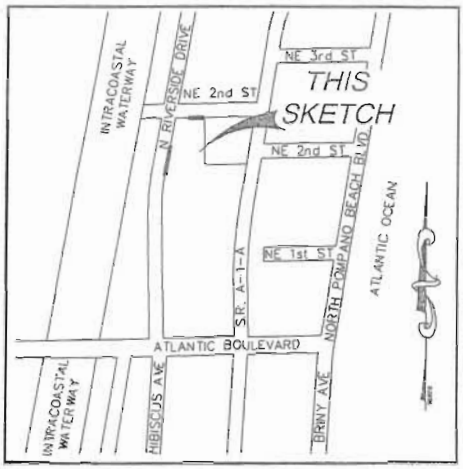
NVAL VACATION 2:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL "A", "OCEANSIDE FIRE STATION", AS RECORDED IN PLAT BOOK 179, PAGE 178, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE ALONG THE NORTH BOUNDARY OF SAID PARCEL "A", SOUTH 88°56'32" WEST, 152.38 FEET. THENCE SOUTH 49°39'21" WEST, 44.32 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL "A". THENCE SOUTH 10°22'11" WEST, ALONG SAID WEST LINE, 107.82 FEET TO THE POINT OF BEGINNING.

1. THENCE SOUTH 10°22'11" WEST, ALONG SAID WEST LINE, 170.00 FEET TO POINT OF TERMINATION 2.

THE REMAINDER OF THE NON-VEHICULAR ACCESS LINE (NVAL) REMAINS UNCHANGED.



LOCATION MAP:
NOT TO SCALE

NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. LICENSED BUSINESS NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON, ARE BASED ON AN ASSUMED BEARING ALONG THE EAST BOUNDARY OF PARCEL "A", OCEANSIDE FIRE STATION, PLAT BOOK 179, PAGE 178, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LINE HAVING A BEARING OF SOUTH 01°03'28" EAST.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 60' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JUNE 23, 2014 MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

THOMAS A. ENGLISH
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 6930
STATE OF FLORIDA

SKETCH & DESCRIPTION
VACATION OF A PORTION OF THE NON-VEHICULAR ACCESS LINE
A PORTION OF PARCEL "A" OCEANSIDE FIRE STATION, PLAT BOOK 179, PAGE 178, B.C.R.
CITY OF POMPANO BEACH
BROWARD COUNTY FLORIDA

KEITH & ASSOCIATES INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2
DRAWING NO. 07470.81 NVAL REV 062314.DWG

DATE 06/23/14
SCALE NTS
FIELD BK. N/A
DWNG. BY TAE
CHK. BY MVM

DATE	REVISIONS

EXCERPT FROM THE BROWARD COUNTY PROPERTY APPRAISER
AERIAL MAP

NTS

NORTH

PLAT REL **AMPLA**

Return recorded to:

Broward County Highway Construction &
Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

Michael Vonder Meulen, AICP
Keith and Associates, Inc.
301 East Atlantic Blvd.
Pompano Beach, FL 33060

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

AMENDMENT TO NONVEHICULAR ACCESS LINES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

City of Pompano Beach _____, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, the DEVELOPER holds fee simple title to the property described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as "Property"; and

WHEREAS, vehicular access to said Property is restricted by virtue of that certain Nonvehicular Access Line which is reflected on the Oceanside Fire Station _____ Plat, Plat No./Clerk's File No. 025-MP-09 _____, hereinafter referred to as the "PLAT"; or, if applicable, which is reflected on a previous Amendment to the Nonvehicular Access Line approved by the COUNTY on not applicable _____, _____; and

WHEREAS, a description of the platted area, including the Nonvehicular Access Line, is attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the DEVELOPER desires to modify vehicular access to said Property at locations over and across the existing Nonvehicular Access Line; and

WHEREAS, on August 12, 20 14 the COUNTY approved DEVELOPER's Delegation Request for an amendment to the Nonvehicular Access Line in order to establish a new configuration more particularly described in Exhibit "C," attached hereto and made a part hereof; and

WHEREAS, Chapter 5, Article IX of the Broward County Code of Ordinances permits the amendment of Nonvehicular Access Lines; and

WHEREAS, the DEVELOPER has submitted the required approval of the amendment to the Nonvehicular Access Line by other governmental entities with jurisdiction over the adjacent roadways; and

WHEREAS, the COUNTY has no objection to amending the Nonvehicular Access Line; and

WHEREAS, the DEVELOPER has complied with all the conditions of approval imposed by the COUNTY, including execution of this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, considerations, and promises set forth below, the COUNTY and DEVELOPER agree as follows:

1. The above recitals are true and correct and incorporated herein.

2. The COUNTY hereby amends the Nonvehicular Access Line on the Property reflected on the PLAT described in Exhibit "B," and replaces said Nonvehicular Access Line by the establishment of a new Nonvehicular Access Line as described in Exhibit "C."

3. The DEVELOPER shall obtain vehicular access to said Property through driveway openings and connections which are consistent with the new Nonvehicular Access Line as described in Exhibit "C."

4. The DEVELOPER shall obtain all necessary permits for construction of the driveway opening and connections from the appropriate unit of government prior to construction of any driveway connections.

5. This Agreement shall be recorded in the Official Records of Broward County at the DEVELOPER's expense, and the Nonvehicular Access Line created herein and the DEVELOPER's obligation set forth herein shall run with the Property described in Exhibit "A."

6. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of

this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Highway Construction
and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

For the DEVELOPER:

City of Pompano Beach, Attn. City Clerk

100 West Atlantic Blvd.

Pompano Beach, FL 33060

7. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida.

8. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

9. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

10. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

11. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.

12. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all

further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

13. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.

14. AMENDMENTS. 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 the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and DEVELOPER, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

_____
County Administrator, as Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

By_____
Mayor

_____ day of _____, 20__

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By_____
Assistant County Attorney

_____ day of _____, 20___

DEVELOPER-INDIVIDUAL

Witnesses:

_____
(Signature)
Print name:_____

_____
(Signature)
Print name:_____

_____
Name of Developer (Individual)

_____
(Signature)
Print name:_____
Print address:_____
_____

____ day of _____, 20___

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____who is
☐ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

_____
Print name:

My commission expires:

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

_____
(Signature)
Print name:_____

_____
(Signature)
Print name:_____

_____
Name of Developer (corporation/partnership)

By_____
(Signature)
Print name:_____
Title:_____
Address:_____
_____

____ day of _____, 20____

ATTEST (if corporation):

_____
(Secretary Signature)
Print Name of Secretary:_____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is:

☐ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

_____
Print name:

My commission expires:

MORTGAGEE-INDIVIDUAL

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

_____
(Signature)
Print name:_____

_____
(Signature)
Print name:_____

_____
Name of Mortgagee (Individual)

_____
(Signature)
Print name:_____
Print address:_____
_____

____ day of _____, 20___

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is

☐ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

_____
Print name:

My commission expires:

MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

_____
(Signature)
Print name:_____

_____
(Signature)
Print name:_____

_____
Name of Mortgagee (corporation/partnership)

By_____
(Signature)
Print name:_____
Title:_____
Address:_____
_____

____ day of _____, 20____

ATTEST (if corporation):

_____
(Secretary Signature)
Print Name of Secretary:_____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is:

☐ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My commission expires:

_____
Print name:

EXHIBIT "A"

(Legal Description of Property Owned by Developer in fee Simple)

LORI PARRISH BROWARD COUNTY PROPERTY APPRAISER

Click Here to Return to our Homepage

Click here to see instructions for use

OWNER | ADDRESS | FOLIO | ? HELP

MAP SIZE:

Layers

- [x] Highways
- [x] Major Roads
- [ ] Twn-Rng-Sec
- [x] Municipalities
- [ ] City Limits
- [ ] Zip Codes
- [ ] CRA Boundaries
- [ ] Census Tracts
- [ ] City Zoning Codes
- [ ] County Land Use
- [ ] Comm Appraisal Districts
- [ ] Resid Appraisal Districts
- [ ] Subdiv. Number
- [ ] Subdiv. Name

No Sales

- [x] Streets
- [x] Parcels

Aerials (2014)

- [x] County Boundary

SELECTED PROPERTY-FOLIO: 484331520010

Source: Broward County Property Appraiser

Pictometry

Details

FOLIO:	484331520010
OWNER:	CITY OF POMPANO BEACH
SITUS ADDRESS:	109 N OCEAN BLVD POMPANO BEACH 33062
LEGAL:	OCEANSIDE FIRE STATION 179-178 B PARCEL A
MILLAGE CODE:	1511
USE CODE:	89
LAND VALUE:	$5,482,940
BUILDING VALUE:	$618,150
OTHER VALUE:	$0
TOTAL VALUE:	$6,101,090
SOH CAPPED VALUE:	$6,101,090
HOMESTEAD EXEMPTION AMOUNT:	$0
WVD EXEMPTION AMOUNT:	$0
OTHER EXEMPTION AMOUNT:	$6,101,090
TAXABLE VALUE:	$0
SALE DATE 1:	6/24/1997
SALE PRICE 1:	$100
DEED TYPE 1:	QC*
SALE DATE 2:	
SALE PRICE 2:	$0
DEED TYPE 2:	

LAND CALCULATIONS		
Price	Factor	Type
20.07	273191	SF

ADJ. BLDG. S.F.: 2500

EXHIBIT A

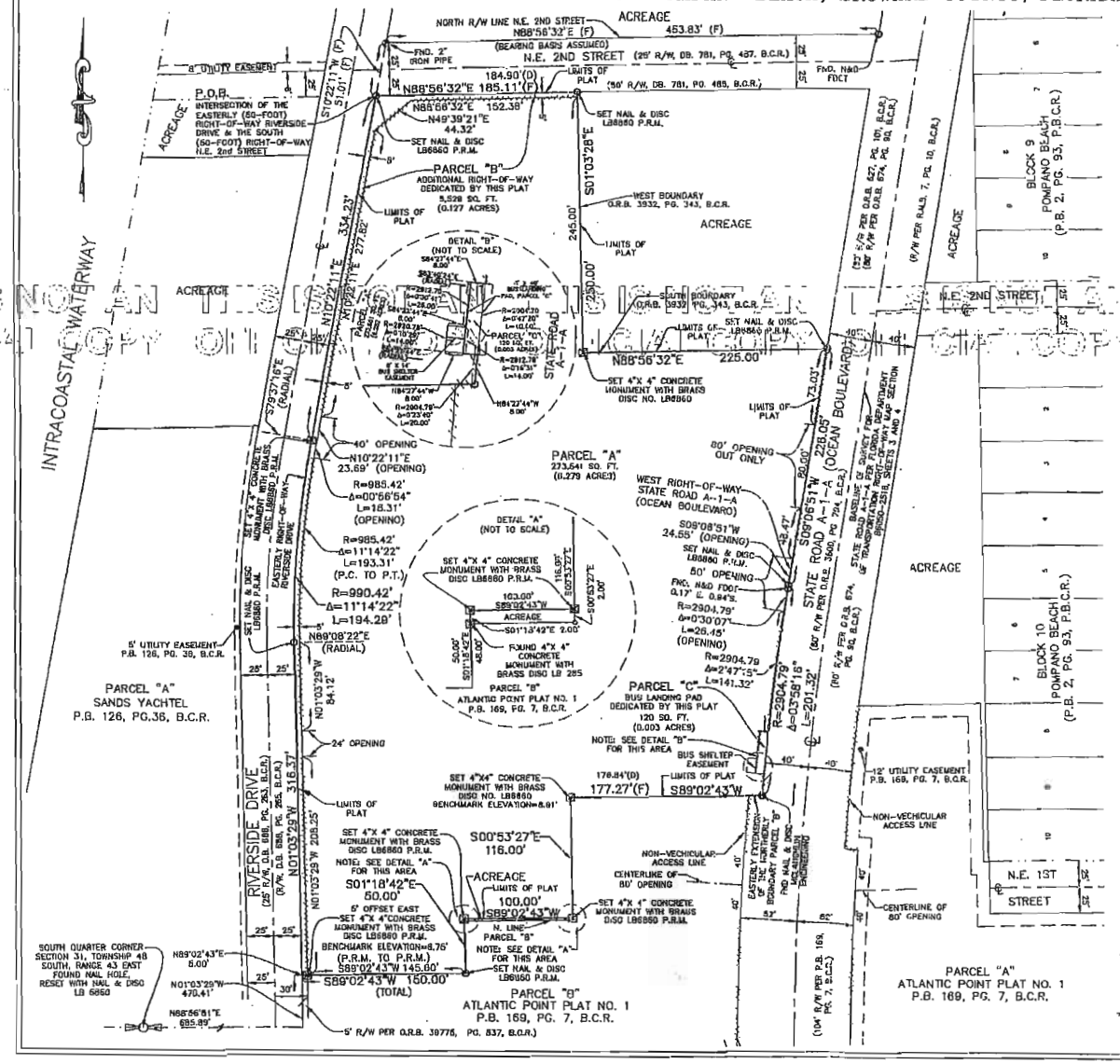
EXHIBIT "B"

(Legal Description of Old Nonvehicular
Access Line, or Part Thereof)

CFN #110113595
Page2 of 2

OCEANSIDE FIRE STATION

A PORTION OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PLAT NOTES:

⊠ INDICATES SET PERMANENT REFERENCE MONUMENT (P.R.M.) 4"X4"X24" CONCRETE MONUMENT WITH BRASS DISC NO. LB6860 (UNLESS NOTED OTHERWISE).

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN ALONG THE NORTH RIGHT-OF-WAY LINE OF NORTHEAST 2nd STREET HAVING A REFERENCE BEARING OF NORTH 88°56'32" EAST.

ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29). SAID ELEVATIONS ARE BASED ON BENCHMARKS SUPPLIED BY THE NATIONAL GEODETIC SURVEY DATA SHEETS, BENCHMARK "AD2593B", A BRASS DISC AT THE S.W. CORNER OF BRIDGE OVER INTRACOASTAL, SET IN S.W. BRIDGE ABUTMENT ON ATLANTIC BLVD. BENCHMARK ELEVATION=12.15', AND BENCHMARK "AD2592", A BRASS DISC AT THE N.E. CORNER OF BRIDGE OVER INTRACOASTAL & ATLANTIC BLVD., SET IN N.E. BRIDGE ABUTMENT. BENCHMARK ELEVATION=14.75'

THE FOLLOWING NOTE IS REQUIRED BY CHAPTER 177.091, SUBSECTION (28), FLORIDA STATUTES: PLATTED UTILITY EASEMENTS ARE ALSO EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS NOTE DOES NOT APPLY TO PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

ALL FACILITIES FOR THE DISTRIBUTION OF ELECTRICITY, TELEPHONE, AND CABLE SHALL BE INSTALLED UNDERGROUND.

IF A BUILDING PERMIT FOR A PRINCIPAL BUILDING (EXCLUDING DRY MODELS, SALES AND CONSTRUCTION OFFICES) AND FIRST INSPECTION APPROVAL ARE NOT ISSUED BY JANUARY 11, 2016, THEN THE COUNTY'S FINDING OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDING THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME; AND/OR

IF CONSTRUCTION OF PROJECT WATER LINES, SEWER LINES, DRAINAGE, AND THE ROCK BASE FOR INTERNAL ROADS HAVE NOT BEEN SUBSTANTIALLY COMPLETED BY JANUARY 11, 2016 THEN THE COUNTY'S FINDINGS OF ADEQUACY SHALL EXPIRE AND NO ADDITIONAL BUILDING PERMITS SHALL BE ISSUED UNTIL SUCH TIME AS BROWARD COUNTY SHALL MAKE A SUBSEQUENT FINDINGS THAT THE APPLICATION SATISFIES THE ADEQUACY REQUIREMENTS SET FORTH WITHIN THE BROWARD COUNTY LAND DEVELOPMENT CODE. THE OWNER OF THE PROPERTY OR THE AGENT OF THE OWNER SHALL BE RESPONSIBLE FOR PROVIDING EVIDENCE TO BROWARD COUNTY FROM THE APPROPRIATE GOVERNMENTAL ENTITY, DOCUMENTING COMPLIANCE WITH THIS REQUIREMENT WITHIN THE ABOVE REFERENCED TIME FRAME

THIS PLAT IS RESTRICTED TO A 13,365 SQUARE FOOT FIRE STATION.

ANY STRUCTURE WITHIN THIS PLAT MUST COMPLY WITH SECTION IV D.1.F., DEVELOPMENT REVIEW REQUIREMENTS, OF THE BROWARD COUNTY LAND USE PLAN, REGARDING HAZARDS TO AIR NAVIGATION.

THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY APPROVAL OF THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS. THE NOTATION AND ANY AMENDMENTS THERETO ARE SOLELY INDICATING THE APPROVED DEVELOPMENT LEVEL FOR PROPERTY LOCATED WITHIN THE PLAT AND DO NOT OPERATE AS A RESTRICTION IN FAVOR OF ANY PROPERTY OWNER INCLUDING AN OWNER OR OWNERS OF PROPERTY WITHIN THIS PLAT WHO TOOK TITLE TO THE PROPERTY WITH REFERENCE TO THIS PLAT.

LEGEND:

AKA	ALSO KNOWN AS
B.C.R.	BROWARD COUNTY RECORDS
(D)	DEED DISTANCE
(F)	FIELD MEASURED DISTANCE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FND.	FOUND
D.B.	DEED BOOK
L	ARC LENGTH
L.B.	FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CERTIFICATE OF AUTHORIZATION LICENSED BUSINESS DESIGNATION
N&D	NAIL & DISC
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
P.B.C.R.	PALM BEACH COUNTY RECORDS
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.R.M.	PERMANENT REFERENCE MONUMENT
R	RADIUS
R.M.B.	ROAD MAP BOOK
R/W	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
Δ	CENTRAL ANGLE
	NON VEHICULAR ACCESS LINE
○	NAIL & DISC
⊕	IRON PIPE
℄	CENTERLINE

AREA TABULATION TABLE:

PARCEL NAME	SQUARE FOOTAGE	ACREAGE
PARCEL "A"	273,541	6.279
PARCEL "B"	5,529	0.127
PARCEL "C"	120	0.003
TOTAL	279,190	6.409

CITY REQUIRED AREA TABULATION:

GROSS AREA	279,190	6.408
NET AREA	273,541	6.279

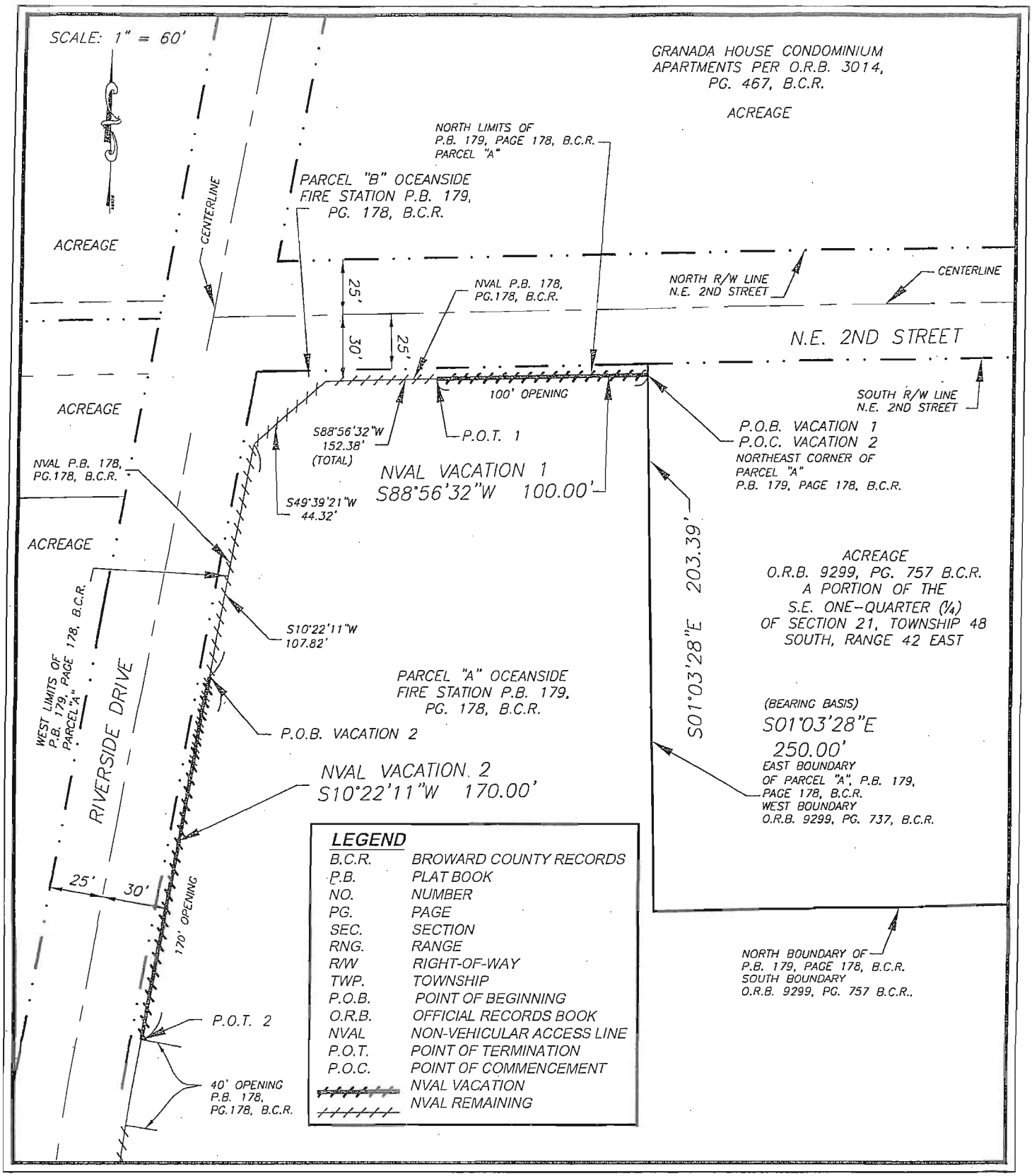
PREPARED BY:
KEITH
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX(954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6820

EXHIBIT B
THIS IS NOT AN OFFICIAL COPY

EXHIBIT "C"

(Legal Description of New
Nonvehicular Access Line)

EXHIBIT C



SKETCH & DESCRIPTION
VACATION OF A PORTION OF THE NON-VEHICULAR ACCESS LINE
A PORTION OF PARCEL "A" OCEANSIDE FIRE STATION, PLAT BOOK 179, PAGE 178, B.C.R.

CITY OF POMPANO BEACH
BROWARD COUNTY FLORIDA

KEITH ASSOCIATES INC
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 2 OF 2
DRAWING NO. 07470.81 NVAL REV 062314.DWG

DATE 06/23/14
SCALE 1"=60'
FIELD BK. N/A
DWNG. BY TAE
CHK. BY MVM

DATE	REVISIONS

EXHIBIT C

LEGAL DESCRIPTION: NON-VEHICULAR ACCESS (NVAL) LINE VACATION

A PORTION OF THE NON-VEHICULAR ACCESS LINE (NVAL), PARCEL "A", "OCEANSIDE FIRE STATION", AS RECORDED IN PLAT BOOK 179, PAGE 178, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NVAL VACATION 1:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL "A", "OCEANSIDE FIRE STATION", AS RECORDED IN PLAT BOOK 179, PAGE 178, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

1. THENCE ALONG THE NORTH BOUNDARY OF SAID PARCEL "A", SOUTH 88°56'32" WEST, 100.00 FEET, TO POINT OF TERMINATION 1.

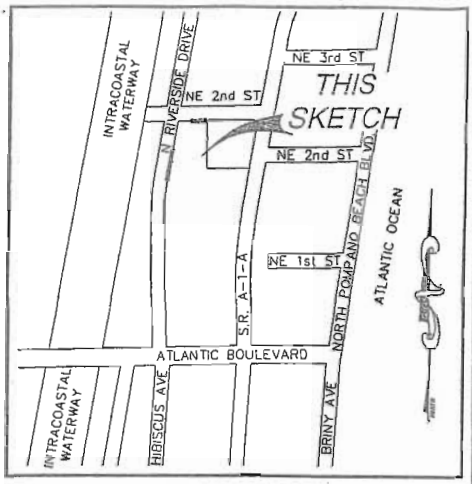
NVAL VACATION 2:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL "A", "OCEANSIDE FIRE STATION", AS RECORDED IN PLAT BOOK 179, PAGE 178, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE ALONG THE NORTH BOUNDARY OF SAID PARCEL "A", SOUTH 88°56'32" WEST, 152.38 FEET. THENCE SOUTH 49°39'21" WEST, 44.32 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL "A". THENCE SOUTH 10°22'11" WEST, ALONG SAID WEST LINE, 107.82 FEET TO THE POINT OF BEGINNING.

1. THENCE SOUTH 10°22'11" WEST, ALONG SAID WEST LINE, 170.00 FEET TO POINT OF TERMINATION 2.

THE REMAINDER OF THE NON-VEHICULAR ACCESS LINE (NVAL) REMAINS UNCHANGED.



LOCATION MAP:
NOT TO SCALE

NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. LICENSED BUSINESS NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON, ARE BASED ON AN ASSUMED BEARING ALONG THE EAST BOUNDARY OF PARCEL "A", OCEANSIDE FIRE STATION, PLAT BOOK 179, PAGE 178, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LINE HAVING A BEARING OF SOUTH 01°03'28" EAST.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 60' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JUNE 23, 2014 MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

THOMAS A. ENGLISH
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 6930
STATE OF FLORIDA

SKETCH & DESCRIPTION VACATION OF A PORTION OF THE NON-VEHICULAR ACCESS LINE A PORTION OF PARCEL "A" OCEANSIDE FIRE STATION, PLAT BOOK 179, PAGE 178, B.C.R. CITY OF POMPANO BEACH BROWARD COUNTY FLORIDA	KEITH & ASSOCIATES, INC. consulting engineers 301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060-6643 (954) 788-3400 FAX (954) 788-3500 EMAIL: mail@keith-associates.com LB NO. 6860 SHEET 1 OF 2 DRAWING NO. 07470.81 NVAL REV 062314.DWG	DATE 06/23/14 SCALE NTS FIELD BK. N/A DWNG. BY TAE CHK. BY MVM	DATE / REVISIONS

Meeting Date: JANUARY 13, 2015 Agenda Item 21

REQUESTED COMMISSION ACTION:

___ Consent ____ Ordinance _X_ Resolution ____ Consideration/Discussion ____ Workshop

SHORT TITLE

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $40,000,000 AGGREGATE ORIGINAL PRINCIPAL AMOUNT OF CITY OF POMPANO BEACH, FLORIDA REVENUE BONDS (JOHN KNOX VILLAGE PROJECT), SERIES 2015, FOR THE PRINCIPAL PURPOSE OF FINANCING OR REIMBURSING THE COST OF CERTAIN CAPITAL IMPROVEMENTS FOR OR TO THE SENIOR LIVING AND HEALTHCARE FACILITIES OWNED OR TO BE OWNED AND OPERATED BY JOHN KNOX VILLAGE OF FLORIDA, INC. ON A CAMPUS LOCATED WITHIN THE CITY, FUNDING ANY NECESSARY RESERVES, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AUTHORIZING A DELEGATED NEGOTIATED SALE OF SUCH BONDS; PROVIDING FOR CERTAIN TERMS AND DETAILS OF SUCH BONDS, INCLUDING THE MANNER FOR ESTABLISHING THE INTEREST RATES THEREON; APPROVING THE USE OF PRELIMINARY AND FINAL OFFICIAL STATEMENTS IN CONNECTION WITH THE MARKETING AND SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND INDENTURE, LOAN AGREEMENT, BOND PURCHASE CONTRACT AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; APPOINTING U.S. BANK NATIONAL ASSOCIATION AS BOND TRUSTEE; MAKING CERTAIN COVENANTS, AGREEMENTS AND FINDINGS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; PROVIDING FOR OTHER MATTERS AND GENERAL AUTHORIZATIONS IN CONNECTION WITH THE FOREGOING; PROVIDING FOR SEVERABILITY, REPEALING CLAUSES AND AN EFFECTIVE DATE.

Summary of Purpose and Why:

THE CITY RECEIVED A LETTER FROM JOHN KNOX VILLAGE OF FLORIDA, INC. (THE "VILLAGE") REQUESTING THAT THE CITY SERVE AS A CONDUIT (LEND ITS TAX EXEMPT STATUS) FOR THE ISSUANCE OF REVENUE BONDS, SERIES 2015 (NOT TO EXCEED $40,000,000, WITH A MATURITY NOT TO EXTEND BEYOND SEPTEMBER 1, 2049). **APPROVAL OF THIS PROPOSED BOND ISSUE WILL NOT OBLIGATE THE CITY FOR REPAYMENT OF THE RESULTING DEBT OBLIGATION, NOR WILL THE PROPOSED BOND ISSUE MANDATE THAT THE CITY PLEDGE ITS FAITH, CREDIT OR TAXING POWER AS SECURITY FOR REPAYMENT OF SAID BONDS. ANY RESULTING OBLIGATION WILL BE SOLELY SECURED BY THE GROSS REVENUES GENEREATED FROM THE VILLAGE'S FACILITIES.**

PLEASE REFER TO **FINANCE DEPRATMENT MEMORANDUM #15-16** FOR ADDITIONAL INFORMATION.

(1) Origin of request for this action: Finance Department

(2) Primary staff contact: Suzette Sibble, Finance Director 954 786-4680

(3) Expiration of contract, if applicable: April 1, 2015.

(4) Fiscal impact and source of funding: NA. ALL ASSOCIATED COSTS FOR THIS TRANSACTION WILL

BE THE SOLE RESPONSIBILITY OF JOHN KNOX VILLAGE OF FLORIDA, INC. CITY WILL YIELD APPROXIMATELY $40K FOR ADMINISTRATIVE AND CONDUIT CLOSING FEES.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	1/2/15	Approval	
City Attorney	1/2/15		
Budget	1-5-15	Approval	

Advisory Board

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	
Workshop			
1st Reading	1st Reading	Results:	Results:
2nd Reading			

pompano beach
Florida's Warmest Welcome

FINANCE DEPARTMENT
MEMORANDUM 15-16

Date: January 2, 2015

To: Mayor and City Commission

From: Suzette Sibble, Finance Director
Via: Dennis Beach, City Manager

Re: Consideration of the Issuance of Revenue Bonds (John Knox Village Project), Series 2015 (the "Bonds")

The City of Pompano Beach (the City) is in receipt of a letter from John Knox Village of Florida, Inc. (**See Attachment 1**) requesting that the City issue Revenue Bonds (John Knox Village Project), Series 2015 (aggregate principal not to exceed $40 million, with a maturity of not later than September 1, 2049) for the principal purpose loaning the proceeds of such issuance to John Knox Village (the "Village") to provide for the financing or reimbursing the Village for the cost of certain capital improvements for or to its Facilities, including, without limitation, the purchase of new audio visual equipment, information technology wiring and upgrades, replacement of any elevator, installation of a visitor management system, construction and equipping of a new health care center, implementation of electronic health records in the health center and miscellaneous renovations, equipment and other improvements.

If the Bonds are approved, the City would serve as the "Issuer" and the Village would serve as the "Borrower" with regard to the proposed Bond issue. This arrangement would in essence require the City to serve as a "Conduit" on behalf of the Village. Conduit debt obligations are certain limited-obligation revenue bonds, certificates of participation, or similar debt instruments issued by a state or local governmental entity for the express purpose of providing capital financing for a specific third party on a **tax exempt basis**. These third parties are not otherwise authorized under Internal Revenue Service (IRS) regulations to issue tax exempt obligations directly, which result in a lower cost of borrowing than taxable obligations. Although conduit debt obligations bear the name of the City as the governmental issuer, the City has no financial obligation for the repayment of principal/interest related to the bonds. **Relevant financing documents governing the proposed Bond issue includes the following language to make it explicitly clear as to the City's limited liability as it relates to the proposed Bond issue:**

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF PLEDGED REVENUES AND FUNDS PROVIDED THEREFOR UNDER THE BOND INDENTURE. THE BONDS AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE STATE, THE ISSUER OR ANY POLITICAL SUBDIVISION

THEREOF. NEITHER THE STATE, THE ISSUER NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THE BONDS, OTHER THAN FROM PLEDGED REVENUES, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE ISSUER OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. THE ISSUER HAS NO TAXING POWER.

The City would enter into a loan agreement with the Village whereby the City as the "Issuer" would be loaning the proceeds of the proposed Bond issue to the Village, the "Borrower". The only security for repayment of the bonds is the gross revenues derived by the City **solely from the Village** as generated from its facilities. Documents governing the Bond issue are inclusive of the following:

- Preliminary Agreement – presented as a separate agenda item outlining the roles and responsibilities of the City and the Village, inclusive of the Village's responsibility for all costs incurred by the City relative to the proposed Bond issue, as well as a closing fee to be afforded the City equal to .1% of the Par value (not to exceed $40 million) of bonds issued;
- Bond Resolution;
- Loan Agreement – Between the City and Village;
- Bond Purchase Agreement – Among the City, the Village and PNC Capital Markets LLC (the "Underwriter"), who will purchase and market the bonds for sale;
- Bond Indenture – Between the City and U.S. Bank National Association, who will serve as Bond Trustee whereby the City approves payment of all resulting Bond obligations by the Village directly to the Bond Trustee; and
- Preliminary Official Statement (POS) & Final Official Stmt. – POS issued to gauge market interest governing a proposed bond issue and incorporates information on the Issuer/Borrower.

Considerations of the City in Serving as a Conduit Issuer

Background of the Village & Economic Impact on the City --As Disclosed in Proposed Financing Documents

The Village was incorporated in 1978 as a Florida, not-for-profit corporation to provide housing, health care and other related services to the senior population and is qualified as an exempt organization under the Internal Revenue Service pursuant to Section 501(c)(3) of the Internal Revenue Code.

The Village provides services to approximately 900 residents and estimates that the total assessed value for state tax purposes of its real property is approximately $63,500,000. The Village is one of the largest single site continuing care retirement communities (each a "CCRC") in the country and operates on approximately 65 acres in Pompano Beach in Broward County, Florida. It currently consists of 729 Independent Living Units, 62 Assisted Living Units and a 177-bed skilled nursing facility (the "Health Center"). The Village and its affiliates (the "JKV Companies") employ approximately 700 employees with annual salary and benefits in excess of $22 million as of December 31, 2013. The JKV Companies are one of the five largest employers in the City. Annual operating expenses, excluding payroll of the JKV Companies, totaled an additional $20 million in 2013. The Village continually upgrades units as new residents move in and make ongoing improvements to the campus. Over the last three years, the Village spent over $18 million on capital improvements.

As of October 31, 2014, 86.1% of the Independent Living Units, 93.8% of the Assisted Living Units, and 93.9% of the skilled nursing beds were occupied. The CCRC includes independent living, assisted living and nursing care and has been granted a certificate of authority from the Florida Department of Financial Services to offer continuing care contracts.

The Village has a long history as a leader in the long-term care industry and has received the following awards over the past few years:

- 2014 Leading Age – National Joan Anne McHugh Nurse Leadership Award
- 2013 Leading Age Florida – Best Practice – Sharing & Caring
- 2012 Leading Age Florida – Quality First
- 2011 Leading Age – National Excellence in the Workplace
- 2010 Leading Age Florida – Trustee of the Year
- 2010 Leading Age Florida – Resident Council of the Year
- 2010 Pompano Beach Chamber of Commerce – Founder's Award
- 2010 South Florida Business Journal – Finalist – Best Healthcare Company

Please refer to Appendix A of the Preliminary Official Statement for additional information governing the corporate structure of the Village, additional operating characteristics and additional financial information.

The Project

Woodlands - The primary purpose of the Bonds is to finance and refinance the acquisition, construction and equipping of the Woodlands, a 144-bed skilled nursing facility to be owned and operated by the Borrower and located on its campus, to replace a portion of the existing Health Center and add additional capacity to serve members of the local community (the "Woodlands"). The Village has estimated the net creation of approximately 42 new permanent jobs as a result of the construction of the facility.

Reimbursements - Any available proceeds of the Bonds remaining after financing the Woodlands will be applied to finance capital improvements for or to the Facilities including, without limitation, new audio visual equipment, upgrades to information technology wiring and computers, replacement of the elevator in the Village's East Lake facility, installation of a visitor management system, implementation of electronic health records in the current Health Center and other miscellaneous renovations, equipment and capital improvements.

Financial and Operational Capacity for Repayment of the Bonds

Long Term Rating - Fitch Ratings, Inc. ("Fitch"), a nationally recognized rating agency has assigned the Bonds a long-term rating of "A-." Fitch's definition for an "A" rating denote expectations of low default risk and that the capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings. Although not the highest rating issued by Fitch, an "A-" rating is still a strong, investment grade rating on the Fitch rating scale.

Regulatory Reserve & Reporting Requirements - The Village is subject to Chapter 651, Florida Statutes, and has represented in the proposed financing documents that it is in full compliance with all applicable statutory reserve and reporting requirements contained therein. Chapter 651 requires that each continuing care provider maintain: (a) a debt service reserve in an amount equal to the principal and interest payments becoming due during the current fiscal year (12 months' interest on the financing if no principal payments are currently due) on any mortgage loan or other long term financing, including taxes and insurance; (b) an operating reserve in an

amount equal to 15% of the facility's average total annual operating expenses set forth in the annual reports filed pursuant to Chapter 651 for the immediate preceding 3-year period, subject to adjustment in the event there is a change in the number of facilities owned; and (c) a renewal and replacement reserve in an amount equal to 15% of the total accumulated depreciation based on the audited financial statements included in the facility's annual report filed pursuant to Chapter 651, not to exceed 15% of the facility's average operating expenses for the past 3 fiscal years based on the audited financial statements for each of such years. These reserves are required to be held in a segregated escrow account maintained with a Florida bank, savings and loan association or trust company acceptable to the Office of Insurance Regulation (OIR) and, in the case of the operating reserve, must be in an unencumbered account held in escrow for the benefit of the residents. The Reserve Account established with the Bond Trustee pursuant to the Bond Indenture and the escrow account established with U.S. Bank National Association, as escrow agent, are intended to meet the requirements of Chapter 651 for those reserves (the "Required Reserves").

In addition, Chapter 651 requires the escrow agent holding the Required Reserves to deliver to the OIR quarterly reports on the status of the escrow funds, including balances, deposits and disbursements. Chapter 651 provides that withdrawals can be made from the Required Reserves only after 10 days' prior written notice to the OIR, except that in an emergency the provider may petition for a waiver of such 10-day notice requirement (a waiver being deemed granted if not denied by the OIR within three working days). Fines may be imposed for failure to deliver the quarterly reports or notices of withdrawal within the required time periods.

Ongoing Debt Covenants - Debt covenants for the proposed bond issue will mandate the following:
Creation and maintenance of Debt Service Reserve and Sinking Fund accounts;
Maintenance of a long-term Debt Service Ratio of at least 1.10;
Maintenance of at least 100 days cash on hand; and
Not incurring additional indebtedness unless certain conditions are met.

These covenants further bolsters the Village's ability to repay its obligations related to the proposed Bond issue

No History of Defaults
The Village has represented in proposed financing documents that in its history of operations it has not defaulted on any outstanding obligations.

City's Past History with Village as a Conduit Issuer
In 2010 the City authorized and issued Revenue Bonds on behalf of the Village. The Village utilized the proceeds to refund its 2002 Bonds that had been issued through the Broward County Health Facilities Authority (2002 Bonds). With the City's assistance, the Village was able to refund the 2002 Bonds and issue the "City of Pompano Beach, Florida Health Facilities Revenue Refunding Bonds (John Knox Village of Florida, Inc. Project), Series 2010" (2010 Bonds). The 2010 Bonds were issued in the amount of $29,045,000 as a direct placement with PNC Bank, National Association (PNC). The 2010 Bonds are variable interest rate bonds that are secured through a mortgage on the Village's property as well as a gross revenue pledge. The outstanding balance on the 2010 Bonds is approximately $25 million.

To date, the City has not been notified of any default on the 2010 Bonds or any non-compliance issues governing this outstanding bond issue.

In September 2014, the City authorized the refinancing of more favorable terms for the Village with the bondholder, PNC Bank. These bonds have a mandatory redemption date of December 31, 2024.

Risk

As stated earlier, the City has no legal obligation to repay the obligation resulting from the proposed Bond issue. However, should the Village default on the bonds in the future, the City would be required to disclose this default in any future bond issues undertaken by the City. This association could potentially affect the marketability of bonds to be issued by the City in the future. That being said, the City would ensure that the marketing of any new bonds to be issued by the City and any such required disclosures make it explicitly clear that the City had no legal or moral obligations governing its conduit bond issues in an effort to minimize any potential negative market impacts. Given the Village's footprint in the City and Broward County, its current financial capacity as outlined in the preliminary official statement, its operating characteristics (management's experience, philosophy and operating style and regulatory reserve requirements), no past default history, long term rating assigned the proposed Bond issue and required bond covenants governing reserve and sinking fund accounts, it is unlikely that the Village would ever default on its obligation.

Conclusion

As stated earlier, the Village would be responsible for all costs incurred by the City related to the proposed Bond issue initially and for any costs incurred by the City related to said Bond issue, through maturity of the Bonds. In addition, the Village would be responsible for continuing disclosure requirements, inclusive of financial and budgetary reporting and any arbitrage requirements.

The City will be paid a non-refundable administrative charge by the Village of $3,500, regardless of closing on the transaction and a closing fee of .1% of the aggregate principal amount issued (approximately $40k).

All financing documents have been reviewed by myself, the City's Bond Counsel and City Attorney.

ATTACHMENT 1

John Knox Village of Florida, Inc.

Request for Issuance of Tax-Exempt Bonds

John Knox Village of Florida, Inc. (the Village) is pleased to present this request to issue bonds through the City of Pompano Beach. The Village has been a member of the Pompano Beach community since 1967. In the last 47 years, the Village has grown from a small retirement community consisting of a three-story building and 24 villa triplexes surrounding a lake to become the second largest Continuing Care Retirement Community (CCRC) in the State of Florida and one of the largest single site CCRCs in the country. The requested modifications are the first step in a plan of finance that will allow the Village to construct a state-of-the-art health center on its campus, replacing a portion of the current health center and adding 17 long-term care beds.

Background on the Village

The Village was incorporated in 1978 as a Florida, not-for-profit corporation to provide housing, health care and other related services to the senior population. The Village is qualified as an exempt organization by the Internal Revenue Service pursuant to Section 501(c)(3) of the Internal Revenue Code. The Village mission is shown below.

> *John Knox Village of Florida, Inc. is dedicated to providing a protective, supportive environment in which our Residents may thrive as their physical, social, emotional and spiritual well being is addressed.*
>
> *John Knox Village of Florida, Inc. is committed to its employees by providing a stable, secure, fair and rewarding work place.*
>
> *John Knox Village of Florida, Inc. is committed to being an active, valuable partner in the civic community.*

John Knox Home Health Agency, Inc. is a wholly owned subsidiary which is a Florida for-profit corporation and provides home health care services for Village residents and residents of the local community. John Knox Village of Florida Foundation, Inc. is **a** Florida, not-for-profit corporation controlled by the Village which serves as the fundraising arm of the Village. These three organizations are governed by volunteer Boards of Directors consisting of Village residents and members of the local business community.

The Village is located on approximately 65 acres and consists of 730 independent living units, 64 assisted living units and 177 bed health center. The Village provides services to its residents under a life care contract. Residents occupy an independent living unit and have unlimited use of the assisted living facility and the health center as needs change. The life care contract assures life-long care for the remainder of the residents' lives.

The financial viability of the Village has always been a top priority for the Board of Directors as shown in the following Statement of Purpose:

> *To operate a financially responsible not-for-profit continuing care retirement community that complies with legislative, professional and regulatory guidelines.*

The combined corporations employ approximately 700 active employees with annual salary and benefits in excess of $22,000,000 for the year ended December 31, 2013. Over 91% of the active employees live in Broward County and 142 of these employees live in Pompano Beach. These employees provide services to the almost 900 residents who currently reside at the Village. Despite difficult economic times over the past few years, the Village has been able to maintain its workforce without layoffs and is still able to provide raises and benefits to its employees.

The Village is one of the largest property tax payers in Broward County and paid in excess of $900,000 in property taxes in 2014. Annual operating expenses, excluding payroll, totaled an additional $20,000,000. The Village is continually upgrading units as new residents move in and makes ongoing improvements to the campus. Over the last three years, the Village spent over $18,000,000 on capital improvements. The Village makes a concerted effort to purchase its supplies from local businesses in an effort to support the community.

As a retirement community, the Village is more than just a purchaser and consumer of goods and services. It is a home to senior residents who also desire a wide selection of ancillary goods and services. The residents of the Village have as their "suppliers" the local grocery stores, shopping malls, restaurants, hospitals, doctors and other businesses.

As mentioned above, part of the Village mission is to be an active, valuable partner in the civic community. This commitment is accomplished through the Sharing and Caring program. Over the last six years, the Village has been able to reach into the community to give back to others and to help fill the needs of the underserved and uninsured in the Pompano Beach community and has donated over $760,000 to charities in the local and international communities. Whether it be clothing and toiletries for the clients of St. Laurence Chapel, toiletries and blankets for the homeless through Broward Outreach, food for the local food banks or a dance with the clients of Northeast Focal Point, the Village residents and employees are eager to give back to the community. With healthcare as one of the most important services provided by the Village, the Village has long been a sponsor and contributor to the American Heart Association through the Heart Walk, the Alzheimer's Association through the Alzheimer's Walk and the American Cancer Society through the Relay for Life.

Background on the Financing

In 2010, the Village took advantage of temporary changes in bond regulations enacted by the American Recovery and Reinvestment Act of 2009 allowing tax-exempt entities to borrow up to $30,000,000 as Bank Qualified. Bank Qualified bonds bear a more favorable interest rate than non-Bank Qualified bonds. The Village refunded the 2002 Bonds that had been issued through the Broward County Health Facilities Authority (2002 Bonds). At that time, the 2002 Bonds had been secured through a letter of credit that wrapped around a bond insurance policy with Radian Asset Assurance. Due to the various economic crises occurring at that time, the insurance policy and the letter of credit were no longer viable means to secure the debt. With the City's assistance, the Village was able to refund the 2002 Bonds and issue the "City of Pompano Beach, Florida Health Facilities Revenue Refunding Bonds (John Knox Village of Florida, Inc. Project), Series 2010" (2010 Bonds). The 2010 Bonds were issued in the amount of $29,045,000 as a direct placement with PNC Bank, National Association (PNC). The 2010 Bonds are variable interest rate bonds that are secured through a mortgage on the Village's property as well as a gross revenue pledge. The outstanding balance on the 2010 Bonds as of November 30, 2014 is $25,285,000.

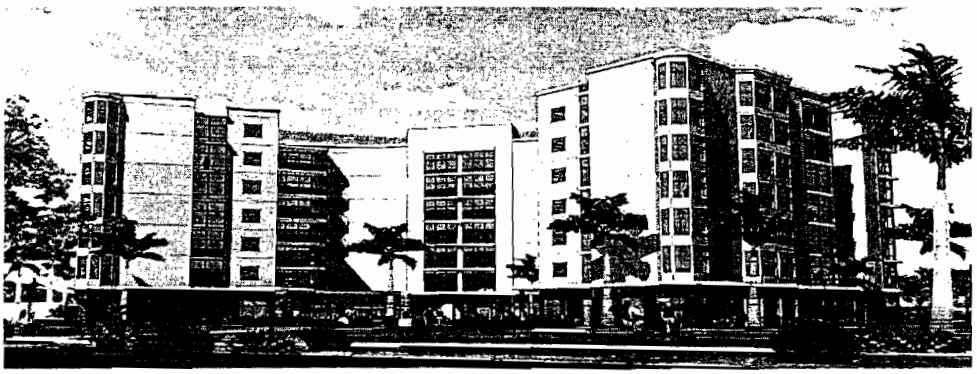
At the time the 2010 Bonds were issued, PNC executed its option to automatically call the bonds on December 31, 2017. With the assistance of the City, in September the Village and PNC successfully extended the term of the mandatory redemption for 10 years, to December 31, 2024.

The Project

The Village is planning to construct the Woodlands, a 144 bed skilled nursing facility, on its current campus to replace a portion of the existing health center and add additional capacity to serve members of the local community. The Woodlands will be utilizing the Green House ® model which emphasizes the following core values:

- Meaningful Life
- Empowered Staff
- Real Home

The building will consist of 12 homes designed to accommodate 12 elders in private rooms and private bathrooms surrounding a common area complete with kitchen, dining room and hearth room. There will also be a first floor common area that includes a convocation room, therapy space and a bistro.



The Village has received the building permit and has started to clear the site for the new building. At this time, the Village is planning to issue new fixed-rate bonds in the approximate amount of $35,000,000, using PNC as underwriter, to provide the funds for the construction of the Woodlands.

The Village has received a preliminary rating of A- with a stable outlook on the new bonds and affirmation of the rating on the 2010 bonds from Fitch.

Summary

The Village is excited to have an opportunity to continue its relationship with the City of Pompano Beach. The City can provide the means for the Village to issue new fixed rate bonds as the Village works to realize its plan of providing state of the art services to both the residents of the Village as well as the residents of Pompano Beach. We look forward to working with the City on this project.

John Knox Village of Florida, Inc.
GreenHouse Project
Staffing Impact
H:\2014 Bonds\FDFC\[VI. Project Employment Schedule.xlsx]Summary for Board

	Existing Health Center			Green House			Total			Average Wages			
Department	Current Staffing	Projected Staffing	Increase (Decrease)	Current Staffing	Projected Staffing	Increase (Decrease)	Current Staffing	Projected Staffing	Increase (Decrease)	Current Staffing	Projected Staffing	Current Payroll	Projected Payroll
Modification of Existing Positions:													
Administration	3.00	0.40	(2.60)	-	2.18	2.18	3.00	2.58	(0.42)	40.83	40.83	254,779	219,110
Recreational Therapy	7.25	1.25	(6.00)	-	2.34	2.34	7.25	3.59	(3.66)	14.82	14.82	223,486	110,664
Dietary (Centralized)	3.40	4.60	1.20	-	3.79	3.79	3.40	8.39	4.99	10.03	10.03	70,932	175,036
Admissions	1.00	0.47	(0.53)	-	1.53	1.53	1.00	2.00	1.00	32.26	36.57	67,101	152,110
Central Supply	1.00	0.25	(0.75)	-	0.75	0.75	1.00	1.00	-	12.73	12.73	26,478	26,478
Medical Records	1.00	0.28	(0.72)	-	0.72	0.72	1.00	1.00	-	20.60	20.60	42,848	42,848
Environmental Services	16.20	2.80	(13.40)	-	3.04	3.04	16.20	5.84	(10.36)	9.61	9.61	323,819	116,735
Laundry	7.00	2.00	(5.00)	-	-	-	7.00	2.00	(5.00)	9.88	9.88	143,853	41,101
Maintenance	2.00	0.20	(1.80)	-	1.80	1.80	2.00	2.00	-	21.38	21.38	88,941	88,941
Nursing Administration	9.00	2.56	(6.44)	-	1.44	1.44	9.00	4.00	(5.00)	29.22	29.22	546,998	243,110
Minimum Data Set (MDS)	3.00	0.71	(2.29)	-	2.04	2.04	3.00	2.75	(0.25)	29.22	29.22	182,333	167,138
Staff Development	2.00	0.76	(1.24)	-	1.44	1.44	2.00	2.20	0.20	29.22	29.22	121,555	133,711
Social Services	3.00	0.68	(2.33)	-	2.33	2.33	3.00	3.00	-	24.91	24.91	155,438	155,438
Guide	-	-	-	-	1.25	1.25	-	1.25	1.25	29.22	29.22	-	75,972
Educator	-	-	-	-	0.80	0.80	-	0.80	0.80	29.22	29.22	-	48,622
CNA/Shahbaz	81.00	28.40	(52.60)	-	100.80	100.80	81.00	129.20	48.20	11.22	12.90	1,890,346	3,467,501
Direct Care Nursing	30.20	8.80	(21.40)	-	23.55	23.55	30.20	32.35	2.15	25.44	25.44	1,598,039	1,711,962
Subtotal	170.05	54.15	(115.90)	-	149.80	149.80	170.05	203.95	33.90			5,736,946	6,976,478
New Positions:													
Common Area	-	-	-	-	2.80	2.80	-	2.80	2.80		9.61	-	55,969
Concierge/Security	-	-	-	-	4.20	4.20	-	4.20	4.20		11.80	-	103,085
LEED Maintenance	-	-	-	-	1.00	1.00	-	1.00	1.00		25.00	-	52,000
Subtotal	-	-	-	-	8.00	8.00	-	8.00	8.00	-	8.00	-	211,053
Grand Total	**170.05**	**54.15**	**(115.90)**	**-**	**157.80**	**157.80**	**170.05**	**211.95**	**41.90**	**170.05**	**211.95**	**5,736,946**	**7,187,531**
								-			-	**Increase**	**1,450,585**

RESOLUTION NO. 2015-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED $40,000,000 AGGREGATE ORIGINAL PRINCIPAL AMOUNT OF CITY OF POMPANO BEACH, FLORIDA REVENUE BONDS (JOHN KNOX VILLAGE PROJECT), SERIES 2015, FOR THE PRINCIPAL PURPOSE OF FINANCING OR REIMBURSING THE COST OF CERTAIN CAPITAL IMPROVEMENTS FOR OR TO THE SENIOR LIVING AND HEALTHCARE FACILITIES OWNED OR TO BE OWNED AND OPERATED BY JOHN KNOX VILLAGE OF FLORIDA, INC. ON A CAMPUS LOCATED WITHIN THE CITY, FUNDING ANY NECESSARY RESERVES, AND PAYING COSTS OF ISSUANCE OF THE BONDS; AUTHORIZING A DELEGATED NEGOTIATED SALE OF SUCH BONDS; PROVIDING FOR CERTAIN TERMS AND DETAILS OF SUCH BONDS, INCLUDING THE MANNER FOR ESTABLISHING THE INTEREST RATES THEREON; APPROVING THE USE OF PRELIMINARY AND FINAL OFFICIAL STATEMENTS IN CONNECTION WITH THE MARKETING AND SALE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND INDENTURE, LOAN AGREEMENT, BOND PURCHASE CONTRACT AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; APPOINTING U.S. BANK NATIONAL ASSOCIATION AS BOND TRUSTEE; MAKING CERTAIN COVENANTS, AGREEMENTS AND FINDINGS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; PROVIDING FOR OTHER MATTERS AND GENERAL AUTHORIZATIONS IN CONNECTION WITH THE FOREGOING; PROVIDING FOR SEVERABILITY, REPEALING CLAUSES AND AN EFFECTIVE DATE.

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes and Part II, Chapter 159, Florida Statutes, the Charter of the City of Pompano Beach, Florida (the "City") and other applicable provisions of law (collectively, the "Act").

SECTION 2. FINDINGS. The City Commission of City of Pompano Beach, Florida hereby finds and determines as follows:

A. The City is a duly organized and validly existing municipal corporation of the State of Florida (the "State") and a "local agency" within the meaning of Section 159.27(4), Florida Statutes. As such, the City is duly authorized and empowered by the Act to provide for the issuance of and to issue and sell its revenue bonds, for the purpose of financing or reimbursing all or any part of the "cost" of a "project," as such terms are defined in Section 159.27(5), Florida Statutes or otherwise permitted by the Act, and to loan the proceeds of such bonds to qualified borrowers, such loans to be payable solely from revenues and receipts derived from the operation of "projects," as defined in Section 159.27(5), Florida Statutes or otherwise permitted by the Act, or other payments received under financing agreements with respect thereto, and secured by a pledge of said revenues and from such other sources as may be approved by the City.

B. John Knox Village of Florida, Inc. (the "Borrower") desires to take advantage of low rates of interest available through the use of tax-exempt revenue bonds, and in connection therewith has requested that the City issue its Revenue Bonds (John Knox Village Project), Series 2015 (the "Series 2015 Bonds") in the aggregate principal amount of not to exceed $40,000,000 for the purpose of (i) financing or reimbursing the Borrower for the cost of certain capital improvements permitted by the Act for or to the senior living and health care facilities of the Borrower located or to be located at the campus of the Borrower within the City, including, without limitation, the purchase of new audio visual equipment, information technology wiring and upgrades, replacement of an elevator, installation of a visitor management system, construction and equipping of a new seven story health care center containing approximately 130,000 square feet for nursing services, the purchase and implementation of an electronic health records system in the health center and miscellaneous renovations, equipment and other improvements (collectively, the "2015 Project"), (ii) funding any necessary reserves, and (iii) paying costs associated with the issuance of the Series 2015 Bonds.

C. The Borrower has indicated to the City and will represent that the 2015 Project will help to alleviate unemployment in the City, improve living conditions and health care for seniors in the City, foster economic growth and development and the business development of the City, and serve other public purposes as set forth in the Act and that any private benefit that may accrue therefrom is incidental to such purposes. The Borrower has also indicated to the City and will represent that the 2015 Project will further the paramount public purposes of the Act, and it will most effectively serve the purposes of the Act for the City to finance and reimburse the costs of the 2015 Project and to issue and sell the Series 2015 Bonds for such purposes, all as provided in the Bond Indenture and the

Loan Agreement (each as hereinafter defined), which shall contain such provisions as are necessary or convenient to effectuate the purposes of the Act.

D. The Borrower has indicated to the City and will represent that Broward County, Florida and the City, as applicable, are reasonably expected to be able to cope satisfactorily with the impact of the 2015 Project and are able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that are necessary for the construction, operation, repair and maintenance of the 2015 Project and on account of any increases in population or other circumstances resulting therefrom.

E. The availability of tax-exempt revenue bond financing, as authorized by the Act, was an important inducement to the Borrower to proceed with the financing and reimbursing of the costs of the 2015 Project.

F. Adequate provision has been made in the applicable documents attached hereto for a loan by the City to the Borrower to finance and reimburse the costs of the 2015 Project at the expense of the Borrower and for the repayment by the Borrower of the loan in installments sufficient to pay the principal of, premium, if any, and the interest on the Series 2015 Bonds, when due, and all costs and expenses relating thereto in the amounts and at the times required and the Borrower is financially responsible and capable of meeting its obligations under such documents. In making these determinations, the City is relying on the representations of the Borrower and the rating of "A-" assigned by Fitch Ratings, Inc. to the Series 2015 Bonds. The applicable documents attached hereto make adequate provision for the operation, maintenance and repair of the 2015 Project at the sole cost and expense of the Borrower.

G. The City is not obligated to pay the Series 2015 Bonds except from the revenues derived from the repayment of the loan to the Borrower, or from the other security pledged therefor in the Bond Indenture and neither the faith and credit nor the taxing power of the City, the State or any political subdivision or agency thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Series 2015 Bonds.

H. The City, upon the conditions set forth in this Resolution and the Loan Agreement having been met, and the Borrower will concurrently with or prior to the issuance of the Series 2015 Bonds, execute the documentation required for the financing and reimbursing of the costs of the 2015 Project as contemplated hereby. In connection therewith, pursuant to the Loan Agreement, the Borrower will covenant and agree, on behalf of itself and the other Members of the Obligated Group (as such capitalized terms are defined in the hereinafter defined Master Indenture) to pay to the Bond Trustee (as hereinafter defined) the amounts needed to pay the principal of, redemption premium, if any, and interest on the Series 2015 Bonds when due and observe the other covenants and

agreements and make the other payments set forth therein. The obligations of the Borrower under the Loan Agreement and with respect to the Series 2015 Bonds will be further evidenced and secured by the issuance to the Bond Trustee (the "Master Indenture") dated as of December 1, 2010, as amended, between the Borrower and U.S. Bank National Association, as master trustee, as supplemented in connection with such obligation. In addition, the rights of the City under the Loan Agreement, other than certain reserved rights, will be assigned to the Bond Trustee.

I. The costs of financing and reimbursing the costs of the 2015 Project will be paid from the proceeds of the Series 2015 Bonds and other available revenues of the Borrower in accordance with the terms of the Bond Indenture. The Borrower has represented that costs of the 2015 Project constitute "costs" of a "project" within the meaning of the Act, including Section159.27(5), Florida Statutes.

J. As a condition to the issuance of the Series 2015 Bonds, the City and the Borrower will enter into an agreement relating to matters preliminary to the issuance of the Series 2015 Bonds (the "Preliminary Agreement"). The Preliminary Agreement provides that the City and the Borrower intend for the Preliminary Agreement to supersede the subject matter of that certain Interlocal Agreement (the "Interlocal Agreement") previously executed by the City and the Florida Development Finance Corporation ("FDFC") and joined in by the Borrower, and for such Interlocal Agreement to be of no force and effect following the City's authorization of the Series 2015 Bonds, as evidenced by its adoption of this Resolution. The Preliminary Agreement requires the Borrower to notify FDFC in writing of the foregoing and to take such other actions as necessary to cause the Interlocal Agreement to be terminated prior to the issuance of the Series 2015 Bonds.

K. In order to satisfy certain requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, (the "Code"), a public hearing was held on the date hereof on the proposed issuance of the Series 2015 Bonds for the purposes herein stated which date was more than 14 days following the first publication of notice of such public hearing in a newspaper of general circulation in the City, which public hearing was conducted in a manner that provided a reasonable opportunity for persons with differing views to be heard, both orally and in writing, on the issuance of the Series 2015 Bonds and the nature and location of the 2015 Project.

SECTION 3. AUTHORIZATION OF THE SERIES 2015 BONDS AND FINANCING AND REIMBURSING OF COSTS OF THE 2015 PROJECT. (a) The City hereby authorizes the issuance of revenue bonds to be designated "City of Pompano Beach, Florida Series 2015 Revenue Bonds (John Knox Village Project)" in the aggregate principal amount of not exceeding $40,000,000 for the principal purposes of (i) financing or reimbursing the Borrower for the costs of the 2015 Project, (ii) funding any necessary reserves, and (iii) paying costs associated with the issuance of the Series 2015 Bonds. To

the extent less than $40,000,000 aggregate principal amount of Series 2015 Bonds are issued, the authorization for the issuance of the Series 2015 Bonds in excess of the issued aggregate principal amount shall be cancelled.

(b) The Series 2015 Bonds shall be dated the date of delivery; shall have such terms and shall bear interest at a rate or rates not exceeding the maximum rate permitted by law; shall be payable in such manner and on such dates not exceeding the latest date permitted by law; shall mature in such installments and amounts; shall be payable in such place or places and may be issued in certificated form or book-entry-only form, all as provided by the Bond Indenture and the Purchase Contract (hereinafter defined).

SECTION 4. DELEGATED NEGOTIATED SALE OF THE SERIES 2015 BONDS. The City hereby finds and determines that the sale of the Series 2015 Bonds to the Original Purchaser (as defined below) on the basis of a negotiated sale rather than a public sale by competitive bid, pursuant to the terms and provisions of a Bond Purchase Agreement to be approved in accordance with Section 9 hereof (the "Purchase Contract"), is in the best interest of the City and the Borrower for the following reasons which the Borrower has indicated to the City and represent:

(i) Bonds issued by public bodies for the benefit of not-for-profit corporations ("Private Activity Bonds") generally involve specialized situations and transactions which need detailed analysis, structuring and explanation throughout the course of the issue by sophisticated financial advisors, underwriters, investment bankers and similar parties, such as the underwriter named in the Purchase Contract (the "Original Purchaser"), experienced in the structuring of issues of Private Activity Bonds, much of which would not generally be available on a timely basis from the ultimate underwriter of Private Activity Bonds issued pursuant to a public competitive sale.

(ii) Private Activity Bond issues similar to the Series 2015 Bonds generally involve a rather detailed and often complicated explanation to potential investors of the structure of the issue, the nature of the underlying corporation and the impact upon each of the foregoing of Federal and State regulations, including Medicare and Medicaid practices and procedures. The assistance of an underwriter in preparing necessary offering memoranda, official statements and related information is extremely desirable from the standpoint of the corporation involved in the issue and from the standpoint of the public body issuing the Private Activity Bonds in insuring full and accurate disclosure of all relevant information.

(iii) For the foregoing and related reasons, most of the Private Activity Bonds heretofore issued throughout the United States have involved participation throughout the structuring and offering process of underwriters or financial institutions who have purchased or arranged for the purchase of the Private Activity Bonds through a negotiated

sale rather than through a public sale by competitive bid; accordingly the market may well be more receptive to an issue of Private Activity Bonds sold on a negotiated basis than to one sold by competitive public sale.

(iv) Finally, the market for Private Activity Bonds such as the Series 2015 Bonds is currently in an extremely volatile state, making the presence of the Original Purchaser, who has participated throughout in structuring the issuance of the Series 2015 Bonds, extremely desirable in attempting to obtain the most attractive financing for the City and the Borrower.

A delegated negotiated sale of the Series 2015 Bonds to the Original Purchaser in accordance with the terms hereof and of the Purchase Contract is hereby in all respects authorized subject to (i) a final maturity of the Series 2015 Bonds not later than September 1, 2049, (ii) a true interest cost on the Series 2015 Bonds not in excess of 6.90%, (iii) in accordance with Section 218.385, Florida Statutes, the Original Purchaser must submit to the City a disclosure statement and truth-in-bonding statement setting forth the information required by said Section 218.385, Florida Statutes, said statements to be attached to the Purchase Contract and incorporated herein by reference and (iv) the Series 2015 Bonds shall have an investment grade rating from Standard & Poor's Rating Service, Moody's Investors Service or Fitch Ratings, Inc.

SECTION 5. REDEMPTION OF SERIES 2015 BONDS. The Series 2015 Bonds shall be subject to redemption prior to maturity in the manner, to the extent, in the amounts, and at the times set forth in the Purchase Contract and the Bond Indenture.

SECTION 6. APPOINTMENT OF BOND TRUSTEE; PAYMENT OF THE SERIES 2015 BONDS. The Series 2015 Bonds shall be payable as to principal and interest in lawful money of the United States of America at the designated corporate trust office of U.S. Bank National Association, Miami, Florida, as Bond Trustee (the "Bond Trustee") under the Bond Indenture related to the Series 2015 Bonds, to be dated as of the first day of the calendar month and year in which the Series 2015 Bonds are issued (the "Bond Indenture"), between the City and the Bond Trustee, and to be executed and delivered pursuant to Section 7 hereof.

SECTION 7. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE BOND INDENTURE AND THE SERIES 2015 BONDS. (a) In order to provide for the security of the Series 2015 Bonds and to express the contract between the City and the holders of the Series 2015 Bonds, there shall be executed on behalf of the City with the Bond Trustee, the Bond Indenture. The Bond Indenture, substantially in the form attached hereto as Exhibit A, with such changes, corrections, insertions and deletions as may be approved by the City Manager, City Clerk, Mayor, Vice-Mayor of the City or Finance Director (each, an "Authorized Officer"), such approval to be evidenced

conclusively by their execution thereof, is hereby approved and authorized; provided, that prior to the execution thereof there shall be incorporated therein the terms and provisions of the Series 2015 Bonds conforming to the terms and provisions set forth in the Purchase Contract delivered pursuant to Sections 4 and 9 hereof. The Series 2015 Bonds shall be substantially in the form attached as an exhibit to the Bond Indenture.

(b) One or more of the Authorized Officers, as necessary is hereby authorized and directed to date and execute and to attest the Bond Indenture, and to deliver the Bond Indenture to the Bond Trustee, when finalized and to execute the Series 2015 Bonds in the manner provided in the Bond Indenture.

SECTION 8. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE LOAN AGREEMENT. (a) In order to provide for the loan of the proceeds of the Series 2015 Bonds to the Borrower and the obligation of the Borrower to pay the principal of, premium, if any, and interest on the Series 2015 Bonds as the same become due and payable, the City shall enter into a Loan Agreement related to the Series 2015 Bonds (the "Loan Agreement") with the Borrower. The Loan Agreement, substantially in the form attached hereto as Exhibit B, with such changes, corrections, insertions, and deletions as may be approved by an Authorized Officer of the City, such approval to be evidenced conclusively by their execution thereof, is hereby approved and authorized.

(b) One or more Authorized Officers, as necessary, is hereby authorized and directed to date and execute and to attest the Loan Agreement, and to deliver the Loan Agreement, when finalized. All of the provisions of the Loan Agreement, when executed and delivered by the City as authorized herein, and by the Borrower, shall be deemed to be a part hereof as fully and to the same extent as if set forth verbatim herein and therein.

SECTION 9. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE PURCHASE CONTRACT. (a) In order to provide for the sale of the Series 2015 Bonds to the Original Purchaser, the City shall enter into the Purchase Contract with the Original Purchaser and the Borrower. The Purchase Contract shall be dated the date of sale of the Series 2015 Bonds, shall be substantially in the form attached hereto as Exhibit C and is hereby authorized and approved, with such changes, corrections, insertions, and deletions as may be approved by an Authorized Officer, such approval to be evidenced conclusively by their execution thereof.

(b) Subject to the provisions of Section 4 hereof, one or more Authorized Officers, as necessary, is hereby authorized to date and execute and to attest the Purchase Contract and to deliver the Purchase Contract to the Original Purchaser and the Borrower, when finalized.

SECTION 10. PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT. (a) The Preliminary Official Statement shall be substantially in the form attached hereto as Exhibit D and is hereby authorized and approved with respect to the references to the City therein, with such changes, corrections, insertions, and deletions as may be approved by an Authorized Officer. The Official Statement relating to the Series 2015 Bonds to be substantially in the form of the Preliminary Official Statement attached hereto as Exhibit D, with any changes, insertions and amendments which are necessary to reflect the final terms of the Series 2015 Bonds set forth in the Purchase Contract and the Bond Indenture, is hereby approved as to form, terms and substance relating to the City. Although the City consents to the use of and approves the Preliminary Official Statement and the Official Statement for the Series 2015 Bonds, the City has not participated in its preparation and makes no representations as to its accuracy or completeness except to the extent provided in the Purchase Contract with respect to the information contained in the Preliminary Official Statement and final Official Statement under the caption "THE ISSUER" and "LITIGATION - The Issuer."

(b) The City hereby authorizes the use and distribution of the Preliminary Official Statement and the Official Statement by the Borrower and the Original Purchaser in connection with the marketing and sale of the Series 2015 Bonds.

SECTION 11. AUTHORIZATION OF EXECUTION AND DELIVERY AND OTHER CERTIFICATES AND OTHER INVESTMENTS. Each Authorized Officer is hereby authorized and directed to execute and deliver, either alone or jointly, certificates of the City certifying such facts as the City Attorney or the City's Bond Counsel or Bond Counsel to the Borrower (in consultation with the City Attorney and the City's Bond Counsel) shall require in connection with the issuance, sale and delivery of the Series 2015 Bonds and to execute and deliver such other instruments, and such other assignments, endorsements, bills of sale and financing statements as shall be necessary or desirable to perform the City's and the Borrower's obligations under the Bond Indenture, the Loan Agreement and the Purchase Contract.

SECTION 12. SERIES 2015 BONDS ARE LIMITED AND SPECIAL OBLIGATIONS. The Series 2015 Bonds shall not be deemed to constitute a debt, liability or obligation of the City, the State or of any political subdivision or agency thereof, or a pledge of the faith and credit of the City, the State or of any political subdivision or agency thereof, but the Series 2015 Bonds shall be payable solely from the revenues provided therefor in the Bond Indenture and the City will not be obligated to pay the Series 2015 Bonds or the interest thereon except from the revenues and proceeds pledged therefor in the Bond Indenture and neither the faith and credit nor the taxing power of the City, the State or of any political subdivision or agency thereof will be pledged to the payment of the principal of or the interest on the Series 2015 Bonds. The City shall never be required to

(i) levy ad valorem taxes on any property to pay the principal of, premium if any, and the interest on the Series 2015 Bonds or to make any other payments provided in the Bond Indenture and the Loan Agreement; (ii) pay the principal of, premium if any, and the interest on the Series 2015 Bonds from any funds of the City other than those derived by the City under the Loan Agreement or which comprise the trust estate under the Bond Indenture; or (iii) enforce any payment or performance by the Borrower pursuant to the Loan Agreement or Bond Indenture or in respect of the 2015 Bonds unless the City's expenses in respect thereof shall be paid from moneys derived under the Loan Agreement or advanced to the City for such purpose by the Borrower and the City shall receive indemnity to its satisfaction.

SECTION 13. GENERAL AUTHORIZATION. The several members, officials, attorneys or other employees or agents of the City are hereby authorized and directed to do all the acts and things required of them by the provision of the Series 2015 Bonds, the Loan Agreement, the Bond Indenture, and the Purchase Contract to the end that full and complete performance of all the terms, covenants and agreements of the Series 2015 Bonds and the Bond Indenture shall be effected. In furtherance of this directive, the officers, employees and agents of the City are hereby authorized and directed to execute such documents, instruments and contracts, whether or not expressly contemplated hereby, and to do all acts and things required by the provisions of this Resolution and by the provisions of the Series 2015 Bonds, the Bond Indenture, the Loan Agreement and the Purchase Contract authorized herein, as may be necessary for the full, punctual and complete performance of all the terms, covenants, provisions and agreements herein and therein contained, or as otherwise may be necessary or desirable to effectuate the purpose and intent of this Resolution.

SECTION 14. NO PERSONAL LIABILITY. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Series 2015 Bonds, the Loan Agreement, the Bond Indenture, the Purchase Contract or any certificate or other instrument to be executed on behalf of the City in connection with the issuance of the Series 2015 Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any commissioner, officer, employee or agent of the City in his or her individual capacity, and none of the foregoing persons nor any officer of the City executing the Series 2015 Bonds, the Loan Agreement, the Bond Indenture, the Purchase Contract or any certificate or other instrument to be executed in connection with the issuance of the Series 2015 Bonds shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

SECTION 15. NO THIRD PARTY BENEFICIARIES. Except as otherwise expressly provided herein or in the Series 2015 Bonds, the Loan Agreement, the

Bond Indenture or the Purchase Contract nothing in this Resolution, or in the Series 2015 Bonds, the Loan Agreement, the Bond Indenture or the Purchase Contract, express or implied, is intended or shall be construed to confer upon any person, firm, corporation or other organization, other than the City, the Borrower, the Original Purchaser, the Bond Trustee (and the owners from time to time of the Series 2015 Bonds) to the extent set forth in the Loan Agreement and the Bond Indenture any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Series 2015 Bonds, the Loan Agreement, the Bond Indenture or the Purchase Contract, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the City, the Borrower, the Original Purchaser and the Bond Trustee (and the owners from time to time of the Series 2015 Bonds) to the extent set forth in the Loan Agreement and the Bond Indenture.

SECTION 16. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions hereof or of the Series 2015 Bonds.

SECTION 17. REPEALING CLAUSE. All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 18. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 13th day of January, 2015.

CITY OF POMPANO BEACH, FLORIDA

_____

Lamar Fisher, Mayor

Attest:

_____

Mary L. Chambers, City Clerk

EXHIBIT A

FORM OF BOND INDENTURE

BOND INDENTURE

By and Between

CITY OF POMPANO BEACH, FLORIDA

and

U.S. BANK NATIONAL ASSOCIATION
as Bond Trustee

Dated as of February 1, 2015

$_____
City of Pompano Beach, Florida
Revenue Bonds (John Knox Village Project),
Series 2015

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 1.01. DEFINITIONS 3
SECTION 1.02. INTERPRETATION 14
SECTION 1.03. ALL BONDS EQUALLY AND RATABLY SECURED; BONDS NOT GENERAL OBLIGATIONS OF THE STATE OR THE ISSUER 14

ARTICLE II

AUTHORIZATION AND TERMS OF BONDS

SECTION 2.01. AUTHORIZATION 15
SECTION 2.02. TERMS 15
SECTION 2.03. MUTILATED, DESTROYED, LOST AND STOLEN BONDS 17
SECTION 2.04. EXECUTION AND AUTHENTICATION OF BONDS 17
SECTION 2.05. EXCHANGE OF BONDS 17
SECTION 2.06. NEGOTIABILITY AND TRANSFER OF BONDS 18
SECTION 2.07. PERSONS DEEMED OWNERS 18
SECTION 2.08. PROVISIONS WITH RESPECT TO TRANSFERS AND EXCHANGES 18
SECTION 2.09. CONDITIONS FOR DELIVERY OF BONDS 18
SECTION 2.10. FORM OF BONDS 21
SECTION 2.11. BOOK-ENTRY BONDS 21

ARTICLE III

REDEMPTION AND PURCHASE OF BONDS

SECTION 3.01. RIGHT TO REDEEM 23
SECTION 3.02. OPTIONAL REDEMPTION 23
SECTION 3.03. SINKING FUND ACCOUNT REDEMPTION 24
SECTION 3.04. EXTRAORDINARY OPTIONAL REDEMPTION 25
SECTION 3.05. SELECTION OF BONDS TO BE REDEEMED 25
SECTION 3.06. PARTIAL REDEMPTION OF BONDS 25
SECTION 3.07. EFFECT OF CALL FOR REDEMPTION 26
SECTION 3.08. NOTICE OF REDEMPTION 26

ARTICLE IV

CONSTRUCTION FUND

SECTION 4.01. CONSTRUCTION FUND 27

SECTION 4.02. REQUISITION FROM THE CONSTRUCTION FUND 27

ARTICLE V

REVENUES AND FUNDS

SECTION 5.01. CREATION OF FUNDS AND ACCOUNTS 28

SECTION 5.02. APPLICATION OF BOND PROCEEDS AND OTHER MONEYS..... 29

SECTION 5.03. FLOW OF FUNDS 29

SECTION 5.04. APPLICATION OF FUNDS AND ACCOUNTS TO REDEEM ALL BONDS OUTSTANDING 31

SECTION 5.05. APPLICATION OF MONEY IN THE DEBT SERVICE RESERVE FUND..... 31

SECTION 5.06. INVESTMENT OF MONEYS HELD BY THE BOND TRUSTEE 32

SECTION 5.07. LIABILITY OF BOND TRUSTEE FOR INVESTMENTS 33

SECTION 5.08. INVESTMENT INCOME 33

ARTICLE VI

GENERAL COVENANTS OF THE ISSUER

SECTION 6.01. PAYMENT OF PRINCIPAL AND INTEREST 34

SECTION 6.02. PERFORMANCE OF COVENANTS..... 34

SECTION 6.03. INSTRUMENTS OF FURTHER ASSURANCE..... 34

SECTION 6.04. PROTECTION OF LIEN..... 34

ARTICLE VII

DEFAULT AND REMEDIES

SECTION 7.01. BOND INDENTURE EVENTS OF DEFAULT..... 35

SECTION 7.02. ACCELERATION; ANNULMENT OF ACCELERATION..... 35

SECTION 7.03. RIGHTS OF BOND TRUSTEE CONCERNING OBLIGATION NO. 2 36

SECTION 7.04. ADDITIONAL REMEDIES AND ENFORCEMENT OF REMEDIES . 36

SECTION 7.05. APPLICATION OF REVENUES AND OTHER MONEYS AFTER DEFAULT 37

SECTION 7.06. REMEDIES NOT EXCLUSIVE 39

SECTION 7.07. REMEDIES VESTED IN THE BOND TRUSTEE 39

SECTION 7.08. BONDHOLDERS' CONTROL OF PROCEEDINGS 39

SECTION 7.09. INDIVIDUAL BONDHOLDER ACTION RESTRICTED 39

SECTION 7.10. TERMINATION OF PROCEEDINGS 40

SECTION 7.11. WAIVER OF BOND INDENTURE EVENT OF DEFAULT..... 40

SECTION 7.12. NOTICE OF DEFAULT..... 41

SECTION 7.13. LIMITATION OF THE ISSUER'S LIABILITY 42

SECTION 7.14. LIMITATIONS ON REMEDIES 42

ARTICLE VIII

THE BOND TRUSTEE

SECTION 8.01. ACCEPTANCE OF TRUST; GENERAL 42

SECTION 8.02. THE BOND TRUSTEE NOT REQUIRED TO TAKE ACTION UNLESS INDEMNIFIED 43

SECTION 8.03. EMPLOYMENT OF EXPERTS 44

SECTION 8.04. ENFORCEMENT OF PERFORMANCE BY OTHERS 44

SECTION 8.05. RIGHT TO DEAL IN BONDS AND TAKE OTHER ACTIONS 45

SECTION 8.06. REMOVAL AND RESIGNATION OF THE BOND TRUSTEE 45

SECTION 8.07. PROOF OF CLAIM 46

SECTION 8.08. BOND TRUSTEE'S FEES AND EXPENSES 47

SECTION 8.09. RELIANCE UPON DOCUMENTS 47

SECTION 8.10. RECITALS AND REPRESENTATIONS 47

SECTION 8.11. DESTRUCTION OF BONDS 48

SECTION 8.12. REPORTS 48

SECTION 8.13. RIGHTS, IMMUNITIES AND DUTIES OF PAYING AGENT, REGISTRAR AND AUTHENTICATING AGENT 48

ARTICLE IX

THE PAYING AGENT

SECTION 9.01. THE PAYING AGENT 49

SECTION 9.02. ACTIONS OF PAYING AGENT 50

ARTICLE X

SUPPLEMENTS

SECTION 10.01. SUPPLEMENTS NOT REQUIRING CONSENT OF BONDHOLDERS 50

SECTION 10.02. SUPPLEMENTS REQUIRING CONSENT OF BONDHOLDERS 51

SECTION 10.03. EXECUTION AND EFFECT OF SUPPLEMENTS 53

SECTION 10.04. AMENDMENTS TO AGREEMENT NOT REQUIRING CONSENT OF BONDHOLDERS 53

SECTION 10.05. AMENDMENTS TO AGREEMENT REQUIRING CONSENT OF BONDHOLDERS 54

ARTICLE XI

SATISFACTION AND DISCHARGE

SECTION 11.01. DISCHARGE 54

SECTION 11.02. PROVIDING FOR PAYMENT OF BONDS 55

SECTION 11.03. PAYMENT OF BONDS AFTER DISCHARGE 56

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. EVIDENCE OF ACTS OF BONDHOLDERS 56
SECTION 12.02. LIMITATION OF RIGHTS 57
SECTION 12.03. UNRELATED BONDS 57
SECTION 12.04. SEVERABILITY 58
SECTION 12.05. HOLIDAYS 58
SECTION 12.06. GOVERNING LAW 58
SECTION 12.07. NOTICES 58
SECTION 12.08. COUNTERPARTS 60
SECTION 12.09. IMMUNITY OF INDIVIDUALS 60
SECTION 12.10. BINDING EFFECT 60

THIS BOND INDENTURE, made and entered into as of February 1, 2015, by and between the **CITY OF POMPANO BEACH, FLORIDA** (together with any successor to its rights, duties and obligations hereunder, the "Issuer"), a duly created and validly existing municipal corporation of the State of Florida and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under and by virtue of the laws of the United States of America and being duly qualified to accept and administer the trusts created hereby (together with any successor to its rights, duties and obligations hereunder, the "Bond Trustee"),

W I T N E S S E T H :

WHEREAS, pursuant to the Enabling Acts (hereinafter defined) the Issuer is authorized to make loans for the purpose of financing and reimbursing the cost of the acquisition, construction, improvement or equipping of "projects", including "health care facilities" (within the meaning of the hereinafter defined Financing Act), to carry out any of its purposes and to issue its bonds for the purpose of carrying out any of its powers; and

WHEREAS, John Knox Village of Florida, Inc., a Florida not-for-profit corporation (the "Borrower"), is involved in the business of owning and operating senior living and health care facilities within the boundaries of the Issuer and intends to obtain financing and reimbursing for the costs of certain capital improvements permitted by the Financing Act with respect thereto through the issuance by the Issuer of the Bonds referred to herein and the loan by the Issuer of the proceeds thereof to the Borrower; and

WHEREAS, the Issuer deems it desirable and in keeping with the purposes of the Enabling Acts to issue its Bonds and to loan the proceeds thereof to the Borrower for the purpose of reimbursing and financing the cost of the acquisition, construction, equipping and installation by the Borrower of certain capital improvements consisting of "health care facilities", as defined in the Financing Act (collectively, the "Project") through the issuance of the Issuer's Revenue Bonds (John Knox Village Project), Series 2015 (the "Bonds"); and

WHEREAS, the Borrower and the Issuer have entered into a Loan Agreement (the "Agreement"), of even date herewith, and the Members of the Obligated Group (as defined herein) have entered into the Master Indenture and Supplemental Indenture for Obligation No. 2 (as both terms are defined herein), pursuant to which the Obligated Group proposes to issue Obligation No. 2 (as defined herein) to the Bond Trustee, to evidence the obligation of the Borrower arising from the Issuer loaning to the Borrower the proceeds of the Issuer's Bonds, which Obligation No. 2 will secure the Issuer's obligations represented by such Bonds and the obligations of the Borrower under the Agreement; and

WHEREAS, the Bond Trustee agrees to accept and administer the trusts created hereby;

GRANTING CLAUSES

NOW, THEREFORE, THIS BOND INDENTURE FURTHER WITNESSETH: That the Issuer in consideration of the premises, of the acceptance by the Bond Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the Holders thereof, and for the purpose of fixing and declaring the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all Persons who shall from time to time be or become Holders thereof, and in order to secure the payment of all of the Bonds at any time issued and outstanding hereunder and the interest and premium, if any, thereon according to their tenor, purport and effect, and in order to secure the performance and observance of all of the covenants and conditions therein and herein contained, the Issuer has executed this Bond Indenture and does hereby grant a security interest in, and release, assign, transfer, pledge and grant and convey unto the Bond Trustee and its successors and assigns forever the following described property (the "Trust Estate").

(A) All rights and interests of the Issuer in, under and pursuant to the Agreement and the Master Indenture, including, but not limited to, and the present and continuing right (i) to make claim for, collect or cause to be collected, receive or cause to be received all revenues, receipts and other sums of money payable or receivable thereunder, (ii) to bring acts and proceedings thereunder or for the enforcement thereof and (iii) to do any and all things which the Issuer is or may become entitled to do under the Agreement; *provided*, that the assignment made by this clause shall not include any assignment of any obligation of the Issuer under the Agreement or any right of the Issuer thereunder to grant approvals, consents or waivers, to receive notices, or for indemnification or reimbursement of costs and expenses.

(B) All right, title and interest of the Issuer in and to Obligation No. 2 and all its rights under the Master Indenture in the Mortgage.

(C) Amounts on deposit from time to time in the funds and accounts created pursuant hereto, including the earnings thereon, subject to the provisions of this Bond Indenture permitting the application thereof for the purpose and on the terms and conditions set forth herein.

TO HAVE AND TO HOLD all said properties pledged, assigned and conveyed by the Issuer hereunder, including all additional property which by the terms hereof has or may become subject to the encumbrance hereof, unto the Bond Trustee and its successors in trust and its assigns forever, subject, however, to permitted encumbrances and to the rights reserved hereunder; *provided*, that the Trust Estate created hereunder may be modified, at the option of the Obligated Group Representative (as defined

herein), in whole or in part, in connection with the delivery of a substitute note or other substitute collateral in the event of the execution and delivery of a Supplement (as defined in the Master Indenture) in accordance with the Master Indenture.

IN TRUST NEVERTHELESS, for the equal and proportionate benefit and security of the holders from time to time of the Bonds issued, authenticated, delivered and outstanding hereunder, without preference, priority or distinction as to lien or otherwise of any of said Bonds over any other or others of said Bonds to the end that each holder of such Bonds has the same rights, privileges and lien under and by virtue hereof; and conditioned, however, that if the Issuer shall well and truly pay or cause to be paid fully and promptly when due all liabilities, obligations and sums at any time secured hereby, and shall promptly, faithfully and strictly keep, perform or observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, then and in such event, this Bond Indenture shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereafter set forth.

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 1.01. DEFINITIONS. The words and terms used in this Bond Indenture shall have the meanings as set out in this Section (unless otherwise defined herein), and if not contained in this Section as set forth in the Agreement and in the Master Indenture.

"Act" shall mean the Florida Constitution, the Charter of the Issuer, Chapter 166, Florida Statutes, as amended, and other applicable provision of law.

"Advance-Refunded Municipal Bonds" shall mean obligations that are exempt from Federal income taxation that have been advance-refunded prior to their maturity, that are fully and irrevocably secured as to principal and interest by Government Obligations held in trust for the payment thereof, that are serial bonds or term bonds not callable prior to maturity except at the option of the holder thereof, and that are rated in the highest Rating Category by each Rating Agency then rating such obligations.

"Agreement" shall mean the Loan Agreement, dated as of February 1, 2015, by and between the Issuer and the Borrower, and when amended or supplemented, the Agreement, as amended or supplemented.

"Agreement Event of Default" shall mean any one or more of those events set forth in Section 6.01 of the Agreement.

"Authenticating Agent" shall mean the Bond Trustee, and any successor to its duties under this Bond Indenture.

"Beneficial Owner" shall mean whenever used with respect to a Bond, the Person in whose name such Bond is recorded as the beneficial owner of such Bond by a participant on the records of such participant or such Person's subrogee.

"Bonds" shall mean the $_____ aggregate principal amount City of Pompano Beach, Florida Revenue Bonds (John Knox Village Project), Series 2015, dated their date of delivery, and issued under this Bond Indenture.

"Bond Counsel" shall mean an attorney or firm of attorneys of national recognition experienced in the field of municipal bonds (which may include counsel to the Borrower) whose opinions are generally accepted by purchasers of municipal bonds selected or employed by the Borrower and reasonably acceptable to the Issuer.

"Bond Fund" shall mean the fund created pursuant to Section 5.01(a) hereof.

"Bond Indenture" shall mean this Bond Indenture, dated as of February 1, 2015, by and between the Issuer and the Bond Trustee, and when amended or supplemented, such Bond Indenture, as amended or supplemented.

"Bond Indenture Event of Default" shall mean any one or more of those events set forth in Section 7.01 of hereof.

"Bond Payment Date" shall mean each date on which interest or both principal and interest shall be payable on any of the Bonds according to their respective terms so long as any Bonds are Outstanding.

"Bond Purchase Contract" shall mean the agreement between the Issuer and the Original Purchaser pertaining to the sale of the Bonds.

"Bond Resolution" shall mean Resolution No. 2015-__ relating to the financing and reimbursing of the costs of the Project which is the subject of this Bond Indenture, adopted by the Issuer on January 13, 2015.

"Bond Trustee" shall mean U.S. Bank National Association, having its Corporate Trust Office in Miami, Florida, and any successor to its duties under this Bond Indenture.

"Bond Year" shall mean the period commencing September 2 of each year and ending September 1 of the next year.

"Book-Entry Bonds" shall mean the Bonds held by DTC as the registered owner thereof pursuant to the terms and provisions of Section 2.11 hereof.

"Borrower" shall mean John Knox Village of Florida, Inc., a Florida not-for-profit corporation, its successors and assigns.

"Borrower Officer" shall mean the Person at the time designated to act on behalf of the Borrower by written certificate furnished to the Bond Trustee, containing the specimen signature of such Person and signed on behalf of the Borrower by its chairman, its president, its chief executive officer, chief operating officer or its chief financial officer. Such certificate may designate an alternate or alternates who shall have the same authority, duties and powers as such Borrower Officer.

"Business Day" shall mean any day of the week other than Saturday, Sunday or a day which shall be in the State or in the jurisdiction of the Bond Trustee, the Paying Agent, the Authenticating Agent or the Registrar a legal holiday or a day on which banking institutions are authorized or obligated by law or executive order to close.

"City Commission" shall mean the City Commission of the Issuer.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Completion Date" shall mean the date of completion of the Project as set forth in a certificate of the Borrower, which certificate shall state that, except for amounts not then due and payable, or the liability for the payment of which is being contested or disputed in good faith by the Borrower, the acquisition, construction and equipping of the Project has been completed and the cost of the Project has been paid or provision for such payment shall have been made by the Borrower.

"Construction Fund" shall mean the fund created pursuant to Section 5.01(c) hereof.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Certificate dated as of February 1, 2015 of the Borrower relating to the Bonds.

"Corporate Trust Office" shall mean the designated office of the Bond Trustee at which it conducts its corporate trust business, which at the date hereof is located at 200 South Biscayne Blvd., Suite 1870, Miami, Florida 33131, Attention: Corporate Trust Department.

"Debt Service Reserve Fund" shall mean the fund created pursuant to Section 5.01(b) hereof.

"Debt Service Reserve Fund Requirement" shall mean $_____.

"DTC" shall mean The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

"Electronic Means" shall mean telecopy, facsimile transmission, e-mail transmission or other similar electronic means of communication providing evidence of transmission, including a telephonic communication confirmed by any other method set forth in this definition.

"Enabling Acts" shall mean collectively, the Act and the Financing Act.

"Existing Facilities" shall mean the senior living and health care facilities owned and operated by the Borrower on the date of the Agreement and consisting of a senior living and health care community located within the boundaries of the Issuer known as John Knox Village.

"Facilities" shall have the meaning ascribed thereto in the Agreement.

"Favorable Opinion of Bond Counsel" shall mean an Opinion of Bond Counsel, addressed to the Issuer, the Borrower and the Bond Trustee to the effect that the action proposed to be taken is authorized or permitted by the Bond Indenture and will not result in the inclusion of interest on the Bonds in gross income for federal income tax purposes.

"Financing Act" shall mean Part II of Chapter 159, Florida Statutes, as amended.

"Financing Documents" shall mean this Bond Indenture, the Agreement, the Master Indenture, Supplemental Indenture for Obligation No. 2, Obligation No. 2, the Mortgage and the Continuing Disclosure Agreement.

"Fitch" shall mean Fitch, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Borrower by notice to the Issuer and the Bond Trustee.

"Governing Body" shall mean the Borrower's board of directors.

"Government Obligations" shall mean direct general obligations of, or obligations the timely payment of principal and interest on which is unconditionally guaranteed by, the United States of America.

"Holder" or **"Bondholder"** shall mean the registered owner of any Bond, including DTC as the sole registered owner of Book-Entry Bonds.

"Interest Account" shall mean the account of the Bond Fund created pursuant to Section 5.01(a)(i) hereof.

"Interest Payment Date" shall mean, with respect to any Bond, March 1 and September 1, commencing September 1, 2015. The final Interest Payment Date shall be the maturity date for such maturity of Bonds.

"Interest Period" shall mean the period from, and including, each Interest Payment Date for such Bond to, and including, the day next preceding the next Interest Payment Date for such Bond; *provided*, *however*, that the first Interest Period for any Bond shall begin on (and include) the date of the Bonds and the final Interest Period shall end the day next preceding the maturity date of the Bonds.

"Issuer" shall have the meaning set forth in the introductory paragraph.

"Issuer Representative" shall mean the Mayor, Vice-Mayor, City Manager, Finance Director or Clerk of the Issuer or such other member of the Issuer as the Issuer may designate to act on its behalf by written certificate furnished to the Borrower and the Bond Trustee containing the specimen signature of such Person and signed on behalf of the Issuer by the Mayor, City Manager, Vice-Mayor, Finance Director or Clerk of the Issuer.

"Master Indenture" means the Amended and Restated Master Trust Indenture, dated as of December 1, 2010, by and among the Obligated Group and U.S. Bank National Association, as master trustee, for the benefit of the owners from time to time of all Obligations issued thereunder and secured thereby, as said Master Indenture has been and may be amended and supplemented from time to time.

"Master Indenture Event of Default" shall mean any one or more of those events defined as an Event of Default in the Master Indenture.

"Master Trustee" shall mean U.S. Bank National Association having its Corporate Trust Office in Miami, Florida, and its successor to its duties under the Master Indenture.

"Member of the Obligated Group" shall mean a Member of the Obligated Group as defined in the Master Indenture. As of the dated date of this Bond Indenture the Borrower is the only Member of the Obligated Group.

"Moody's" shall mean Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Borrower by notice to the Issuer and the Bond Trustee.

"Mortgage" shall mean the Amended and Restated Mortgage and Security Agreement, dated as of October 31, 2014, by the Obligated Group in favor of the Master

Trustee, and when amended or supplemented, the Mortgage, as amended or supplemented.

"Mortgaged Property" shall mean the Mortgaged Property as defined in the Mortgage.

"Obligated Group" shall mean the Obligated Group as defined in the Master Indenture.

"Obligated Group Representative" shall mean the Obligated Group Representative as defined in the Master Indenture. As of the dated date of this Bond Indenture the Borrower is the Obligated Group Representative.

"Obligation No. 2" shall mean Obligation No. 2 created and issued pursuant to the Master Indenture, particularly as supplemented by Supplemental Indenture for Obligation No. 2, issued to the Bond Trustee by the Obligated Group to evidence the loan to the Borrower from the Issuer of the proceeds of the Bonds, in substantially the form set forth in Appendix A to Supplemental Indenture for Obligation No. 2.

"Obligation No. 2 Payments" shall mean all payments to be made by the Obligated Group under the Obligation No. 2 in accordance with its terms (but excluding any payments to the Issuer of any issuance fees, administrative expenses payable pursuant to the Agreement and any indemnity payments to the Issuer).

"Opinion of Bond Counsel" shall mean an opinion in writing signed by Bond Counsel.

"Opinion of Counsel" shall mean a written opinion of an attorney or firm of attorneys selected by the Borrower, and who (except as otherwise expressly provided herein or in the Bond Indenture) may be either counsel for the Borrower or for the Bond Trustee.

"Original Purchaser" shall mean the Person designated in the Bond Purchase Contract as the initial purchaser or purchasers of the Bonds or, if so designated in such Bond Purchase Contract, the representatives or lead or managing underwriters of such initial purchasers.

"Outstanding," when used with reference to the Bonds, shall mean, as of any date of determination, all Bonds theretofore authenticated and delivered except: (i) Bonds theretofore cancelled by the Bond Trustee or delivered to the Bond Trustee for cancellation; (ii) Bonds which are deemed paid and no longer Outstanding as provided in the Bond Indenture; (iii) Bonds in lieu of which other Bonds have been issued pursuant to the provisions of the Bond Indenture relating to Bonds destroyed, stolen or lost; and (iv) for purposes of any consent or other action to be taken under the Agreement or under this Bond Indenture by the Holders of a specified percentage of principal amount of Bonds,

Bonds held by or for the account of the Issuer, the Borrower, or any Person controlling, controlled by, or under common control with, either of them.

"Paying Agent" shall mean the Bond Trustee and any other banks or trust companies and their successors designated as the paying agencies or places of payment for the Bonds.

"Permitted Investments" shall mean and include any of the following:

(a) Government Obligations;

(b) Government Obligations which have been stripped of their unmatured interest coupons and interest coupons stripped from Government Obligations and receipts, certificates or other similar documents evidencing ownership of future principal or interest payments due on Government Obligations which are held in a custody or trust account by a commercial bank which is a member of the Federal Deposit Insurance Corporation and which has combined capital, surplus and undivided profits of not less than $50,000,000;

(c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following: Federal Home Loan Banks; Federal Home Loan Mortgage Corporation (including participation certificates); Federal National Mortgage Association; Government National Mortgage Association; Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Financing Bank; Export-Import Bank of the United States; or Federal Land Banks;

(d) All other obligations issued or unconditionally guaranteed as to the timely payment of principal and interest by an agency or person controlled or supervised by and acting as an instrumentality of the United States government pursuant to authority granted by Congress;

(e) (i) Interest-bearing time or demand deposits, certificates of deposit, or other similar banking arrangements with any government securities dealer, bank, trust company, savings and loan association, national banking association or other savings institution (including the Bond Trustee or any affiliate thereof); *provided*, that such deposits, certificates and other arrangements are fully insured by the Federal Deposit Insurance Corporation or (ii) interest-bearing time or demand deposits or certificates of deposit with any bank, trust company, national banking association or other savings institution (including the Bond Trustee or any affiliate thereof); *provided*, such deposits and certificates are in or with a bank, trust company, national banking association or other savings institution whose (or whose parent's) long-term unsecured debt at the time of the making of such deposit or the entering into such banking arrangement is rated in one of the three highest long term Rating Categories by at least two of Moody's, Fitch and S&P (or by at least one such Rating Agency if only two such rating agencies provide

such ratings), and provided further that with respect to (i) and (ii) any such obligations are held by the Bond Trustee or a bank, trust company or national banking association (other than the issuer of such obligations);

(f) Repurchase agreements collateralized by securities described in subparagraphs (a), (b), (c) or (d) above with any registered broker/dealer subject to the Securities Investors' Protection Corporation which at the time of entering into such repurchase agreement has an uninsured, unsecured and unguaranteed obligation rated in one of the three highest rating categories by at least two of Moody's, Fitch and by S&P (or by at least one such rating agency if only two such rating agencies provide such ratings) (including any affiliate of the Bond Trustee), or with any commercial bank (including the Bond Trustee or any affiliate thereof) with such ratings, provided that (1) a specific written repurchase agreement governs the transaction, (2) the securities are held, free and clear of any lien, by the Bond Trustee or an independent third party acting solely as agent for the Bond Trustee, and such third party is (a) a Federal Reserve Bank, or (b) a bank which is a member of the Federal Deposit Insurance Corporation and which has combined capital, surplus and undivided profits of not less than $25 million, and the Bond Trustee shall have received written confirmation from such third party that it holds such securities, free and clear of any lien, as agent for the Bond Trustee, (3) a perfected first security interest under the Uniform Commercial Code of the State, or book entry procedures prescribed at 31 CFR 306.1 *et seq.* or 31 CFR 350.0 *et seq.* in such securities is created for the benefit of the Bond Trustee, (4) the repurchase agreement has a term of thirty days or less, or the Bond Trustee will value the collateral securities no less frequently than monthly and will liquidate the collateral securities if any deficiency in the required collateral percentage is not restored within two business days of such valuation, and (5) the fair market value of the collateral securities in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least 102 percent;

(g) Money market accounts which at the time of initial deposit are rated in one of the three highest long term Rating Categories by at least two of S&P, Fitch and Moody's (or by at least one such rating agency if only two such rating agencies provide such ratings) or an investment agreement with a financial institution (including the Bond Trustee or any affiliate thereof) whose long term debt (or the long-term debt of such institution's parent company) at the time of entering into such investment agreement is rated in one of the three highest long term Rating Categories by S&P, Fitch and Moody's (or by at least one such rating agency if only two such rating agencies provide such ratings);

(h) Commercial paper rated at the time of purchase at least P-1 by Moody's and at least A-1 by S&P;

(i) Shares of investment companies rated at the time of purchase in one of the three highest long term Rating Categories by at least two of S&P, Fitch and Moody's (or by at least one such rating agency if only two such rating agencies provide such ratings)

or cash equivalent investments which are authorized to invest only in assets or securities described in subparagraphs (a), (b), (c), (d) and (f) above;

(j) Advance-Refunded Municipal Bonds;

(k) Obligations of political subdivisions of any state of the United States, whether or not such are exempt from federal income taxation; *provided*, such obligations are rated at the time of purchase in one of the three highest Rating Categories by at least two of Moody's, Fitch and S&P (or by at least one such rating agency if only two such rating agencies provide such ratings);

(l) Guaranteed investment contracts or investment agreements for the investment of moneys held by the Bond Trustee pursuant to this Bond Indenture with a financial institution (that may include the Bond Trustee) that is a domestic corporation, a bank, a trust company, a national banking association, a corporation subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a foreign bank acting through a domestic branch or agency which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, a savings bank, a savings and loan association, or an insurance company or association chartered or organized under the laws of any state of the United States of America; provided that for each such entity its unsecured or uncollateralized long term debt obligations, or obligations secured or supported by a letter of credit, contract, guarantee, agreement or surety bond issued by any such organization, or whose claims paying ability, directly or by virtue of a guarantee of a corporate parent thereof, have been assigned a credit rating at the time of execution of such guaranteed investment contract or investment agreement in one of the three highest Rating Categories by at least two of Moody's, Fitch and S&P (or by at least one such Rating Agency if only two such rating agencies provide such ratings) (*i.e.*, at the time the investment agreement is entered into); and

(m) Debt obligations or equity instruments of domestic or foreign corporations rated at the time of purchase in one of the three highest Rating Categories by at least two of Moody's, Fitch and S&P (or by at least one such Rating Agency if only two such Rating Agencies provide such ratings).

"Person" shall include an individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"Pledged Revenues" shall mean all revenues, proceeds and receipts derived from the Obligation No. 2 Payments, and the proceeds of the Bonds pending their application in accordance with this Bond Indenture.

"Principal Account" shall mean the account of the Bond Fund created pursuant to Section 5.01(a)(ii) of this Bond Indenture.

"Principal Payment Date" shall mean any date on which principal on the Bonds is due and payable, whether by reason of maturity or redemption from Sinking Fund Account payments.

"Project" shall mean the Facilities financed and reimbursed with the proceeds of the Bonds which shall in all cases consist of capital improvements consisting of "health care facilities" as defined in the Financing Act.

"Rating Agency" shall mean S&P, Moody's or Fitch.

"Rating Category" shall mean a generic securities rating category, without regard to any refinement or gradation of such rating category by a numerical modifier or otherwise.

"Record Date" shall mean as the case may be, the applicable Regular or Special Record Date.

"Redemption Account" shall mean the account of the Bond Fund created pursuant to Section 5.01(a)(iv) hereof.

"Redemption Price" shall mean, when used with respect to a Bond or portion thereof to be redeemed, the principal amount of such Bond or portion thereof plus the applicable premium, if any, payable upon redemption thereof.

"Registrar" shall mean the Bond Trustee, and any successor to its duties under this Bond Indenture.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) next preceding each Interest Payment Date for such Interest Period.

"Representation Letter" shall mean the Representation Letter from the Issuer to DTC with respect to the Bonds.

"Securities Depository" shall mean DTC and its successors and assigns, or any other securities depository selected by the Issuer with the consent of the Obligated Group.

"Serial Bonds" shall mean the Bonds which are so designated herein and are stated to mature in annual installments.

"Sinking Fund Account" shall mean the account of the Bond Fund created pursuant to Section 5.01(a)(iii) hereof.

"Sinking Fund Account Requirement" shall mean, as to Term Bonds having the same stated maturity date, the aggregate principal amount of such Term Bonds required to be retired on or before the corresponding Sinking Fund Account Retirement Date.

"Sinking Fund Account Retirement Date" shall mean, as to Term Bonds having the same stated maturity date, the date on or before which such Term Bonds are required to be retired in an amount equal to the Sinking Fund Account Requirement for such date.

"S&P" shall mean Standard & Poor's Ratings Services, a business of Standard & Poor's Financial Services LLC, a limited liability company organized and existing under the laws of the State of Delaware, its successors and their assigns, or, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Borrower by notice to the Issuer and the Bond Trustee.

"Special Record Date" shall mean the date established by the Bond Trustee pursuant to Section 2.02(d) hereof as the record date for the payment of defaulted interest on the Bonds.

"State" shall mean the State of Florida.

"Statutory Debt Service Reserve Requirement" means an amount equal to the aggregate amount of all principal and interest payments due during the Borrower's Fiscal Year on any mortgage loan or other long-term financing of the Facilities, including taxes and insurance as reported in the Financial Statements of the Borrower, and including any leasehold payments and all costs relating to the same. If the principal payments are not due during a particular Fiscal Year, the Statutory Debt Service Reserve Requirement for such Fiscal Year shall be an amount equal to the interest payments due during the next 12 months on any mortgage loan or other long-term financing of the Facilities, including taxes and insurance. The Statutory Debt Service Reserve Requirement shall be provided to the Bond Trustee by the Borrower on an annual basis, and the Bond Trustee shall be entitled to conclusively rely on such amount without further investigation.

"Substitute U.S. Government Securities Dealer" shall mean any one or more substitute United States Government Securities Dealers designated in writing from time to time by the Borrower.

"Supplement" shall mean an indenture supplementing or modifying the provisions of this Bond Indenture entered into by the Issuer and the Bond Trustee in accordance with Article X of this Bond Indenture.

"Supplemental Indenture for Obligation No. 2" shall mean the Supplemental Indenture for Obligation No. 2, dated as of February 1, 2015, which supplements the Master Indenture by and between the Obligated Group and U.S. Bank National

Association, as the Master Trustee, and when amended or supplemented, such Supplemental Indenture for Obligation No. 2, as amended or supplemented.

"Tax-Exempt Organization" shall mean a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) and exempt from federal income taxes under Section 501(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect.

"Tax Agreement" shall mean the Tax Exemption Agreement and Certificate, dated the date of delivery of the Bonds, by and among the Issuer and the Obligated Group.

"Term Bonds" shall mean the Bonds designated herein as Term Bonds.

"U.S. Government Securities Dealers" shall mean any one or more United States government securities dealers designated in writing from time to time by the Borrower.

SECTION 1.02. INTERPRETATION. (a) Any reference herein to the Issuer, the City Commission or any officer thereof shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine and feminine gender.

(c) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(d) Words importing the redemption of a Bond or the calling of a Bond for redemption do not mean or include the payment of a Bond at its stated maturity.

SECTION 1.03. ALL BONDS EQUALLY AND RATABLY SECURED; BONDS NOT GENERAL OBLIGATIONS OF THE STATE OR THE ISSUER. All Bonds issued hereunder and at any time Outstanding shall in all respects be equally and ratably secured hereby, without preference, priority, or distinction on account of the date or dates or the actual time or times of the issuance or maturity of the Bonds, so that all Bonds at any time issued and Outstanding hereunder shall have the same right, lien, preference hereunder, and shall all be equally and ratably secured hereby. **The Bonds are special, limited obligations of the Issuer payable solely from and secured by a pledge of Pledged Revenues and funds provided therefor under this Bond Indenture. The Bonds and the interest thereon shall not be deemed to constitute a**

debt, liability or obligation of the Issuer, the State, or any political subdivision thereof. Neither the Issuer, the State, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Bonds, other than from Pledged Revenues, and neither the faith and credit nor the taxing power of the Issuer, the State, or of any political subdivision thereof is pledged to the payment of the principal of or interest on the Bonds.

ARTICLE II

AUTHORIZATION AND TERMS OF BONDS

SECTION 2.01. AUTHORIZATION. The Issuer hereby authorizes the issuance of one series of bonds in the aggregate principal amount of $_____ pursuant to the Enabling Acts for the purpose of providing funds to lend to the Borrower to aid in financing and reimbursing the cost of the Project, funding necessary reserves and paying costs associated with the issuance of such Bonds. The series of Bonds so authorized shall be designated "City of Pompano Beach, Florida Revenue Bonds (John Knox Village Project), Series 2015" and shall be issued and sold as directed by the Issuer in accordance herewith. All of the Bonds shall be equally and ratably secured by this Bond Indenture and Obligation No. 2. This Bond Indenture constitutes a continuing agreement with the Holders from time to time of the Bonds to secure the full payment of the principal of and premium, if any, and interest on all such Bonds subject to the covenants, provisions and conditions herein contained. No additional Bonds may be issued hereunder.

SECTION 2.02. TERMS. (a) The Bonds shall be issued in fully registered form as herein provided, and shall be payable as to interest on each applicable Interest Payment Date during the term of the Bonds. Interest payments on the Bonds shall commence on the initial Interest Payment Date. The Bonds shall be dated their date of issuance and shall bear interest from that date, except with respect to Bonds authenticated and delivered on and after the first Bond Payment Date, which Bonds shall be dated and bear interest (i) as of and from the Bond Payment Date next preceding the date of their authentication (unless authenticated on a Bond Payment Date, in which case from such Bond Payment Date, or unless authenticated during the period after a Record Date to the next Bond Payment Date, in which case from such next ensuing Bond Payment Date), or (ii) if on the date of their authentication payment of interest thereon is in default, as of and from the date to which interest has been paid. Interest on all Bonds initially delivered shall accrue from their date of issuance. The Bonds maturing in ____ through ____ (inclusive) and in ____ are hereby designated as Serial Bonds. The Bonds maturing in ____, ____ and ____ are hereby designated as Term Bonds.

The Bonds shall be issued as fully registered Bonds without coupons in denominations of $5,000 or any integral multiple thereof. The Bonds shall be numbered in consecutive numerical order from R-1, upwards and shall be registered initially in the

name of "Cede & Co.," as nominee of the Securities Depository, and shall be evidenced by one Bond for each maturity of Bonds in the principal amount of the respective maturities of such Bonds. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.11.

Each Bond shall bear interest, payable in lawful money of the United States of America, from the date of the Bonds until payment of the principal or Redemption Price thereof shall have been made or provided for in accordance with the provisions of this Bond Indenture, whether upon maturity, redemption or otherwise. The Bonds shall mature on September 1 in the years and amounts and shall bear interest at the rates set forth below (subject to the right of prior redemption as provided in Article III).

Maturity	Principal Amount	Interest Rate

(b) During each Interest Period interest shall be payable on the Interest Payment Date for such Interest Period. Interest on Bonds shall be computed upon the basis of a 360-day year, consisting of twelve 30-day months. Each Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue interest at the rate borne by such Bond on the day before the Event of Default occurred.

(c) Interest on the Bonds shall be payable on each Interest Payment Date by the Bond Trustee by check mailed on the Interest Payment Date to the Holders of the Bonds at the close of business on the Record Date in respect of such Interest Payment Date at the registered addresses of Holders as shall appear on the registration books of the Bond Trustee. In the case of any Holder of Bonds in an aggregate principal amount in excess of $1,000,000 as shown on the registration books of the Bond Trustee who, prior to the Record Date next preceding any Interest Payment Date, shall have provided the Bond Trustee with wire transfer instructions, interest payable on such Bonds shall be paid in accordance with the wire transfer instructions provided by the Holder of such Bond and at the Holder's risk and expense.

(d) If available funds are insufficient on any Interest Payment Date to pay the interest then due on the Bonds, interest shall continue to accrue thereon but shall cease to be payable to the Holder on such Record Date. If sufficient funds for the payment of such overdue interest thereafter become available, the Bond Trustee shall (1) establish a "special interest payment date" for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Bondholders entitled to such payment and (2) mail notices by first class mail of such dates as soon as practicable. Notice of each such date so established shall be mailed to each Bondholder at least 10

days prior to the Special Record Date but not more than 30 days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Holders, as shown on the registration books of the Bond Trustee as of the close of business on the Special Record Date. The form of such notice shall be provided to the Bond Trustee by the Borrower Officer.

(e) The principal or Redemption Price of the Bonds shall be payable in lawful money of the United States of America at the designated Corporate Trust Office of the Bond Trustee upon surrender of the Bonds to the Bond Trustee for cancellation.

(f) The Bonds shall be subject to redemption as provided in Article III hereof.

(g) The Bond Trustee shall identify all payments (whether made by check or by wire transfer) of interest, principal and premium by CUSIP number of the Bonds.

SECTION 2.03. MUTILATED, DESTROYED, LOST AND STOLEN BONDS. If (i) any mutilated Bond is surrendered to the Bond Trustee or if the Issuer, the Registrar, the Paying Agent or the Bond Trustee receives evidence to their satisfaction of the destruction, loss or theft of any Bond, and (ii) there is delivered to the Issuer, the Registrar, the Paying Agent and the Bond Trustee such security or indemnity as may be required by them to hold them harmless, then, upon the Holder paying the reasonable expenses of the Issuer, the Registrar, the Paying Agent and the Bond Trustee, the Issuer shall cause to be executed and the Authenticating Agent shall authenticate and deliver, in exchange for such mutilated Bond or in lieu of such destroyed, lost or stolen Bond, a new Bond of like principal amount, date and tenor. If any such destroyed, lost or stolen Bond has become or is about to become due and payable, then the Bond Trustee and any Paying Agent may, in their discretion, pay such Bond when due instead of delivering a new Bond.

SECTION 2.04. EXECUTION AND AUTHENTICATION OF BONDS. All Bonds shall be executed for and on behalf of the Issuer by its Mayor or Vice-Mayor and attested by its Clerk. The signatures of the Mayor, Vice-Mayor and/or the Clerk may be manually applied or mechanically or photographically reproduced on the Bonds. If any officer of the Issuer whose signature appears on any Bond ceases to be such officer before delivery thereof, such signature shall remain valid and sufficient for all purposes as if such officer had remained in office until such delivery. Each Bond shall be manually authenticated by an authorized signatory of the Authenticating Agent, without which authentication no Bond shall be entitled to the benefits hereof.

SECTION 2.05. EXCHANGE OF BONDS. Bonds, upon presentation and surrender thereof to the Registrar together with written instructions satisfactory to the Registrar, duly executed by the registered Holder or his attorney duly authorized in writing, may be exchanged for an equal aggregate face amount of fully registered Bonds with the same interest rate and maturity of any other authorized denominations.

SECTION 2.06. NEGOTIABILITY AND TRANSFER OF BONDS. (a) All Bonds issued hereunder shall be negotiable, subject to the provisions for registration and transfer thereof contained herein or in the Bonds.

(b) So long as any Bonds are Outstanding, the Issuer shall, at the written direction and expense of the Borrower, cause to be maintained at the offices of the Registrar or its agent books for the registration and transfer of Bonds, and shall provide for the registration and transfer of any Bond under such reasonable regulations as the Issuer or the Registrar may prescribe. The Registrar shall act as bond registrar for purposes of exchanging and registering Bonds in accordance with the provisions hereof.

(c) Each Bond shall be transferable only upon the registration books maintained by the Registrar, by the Holder thereof in person or by his attorney duly authorized in writing, upon presentation and surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney. Upon surrender for transfer of any such Bond, the Issuer shall cause to be executed and the Authenticating Agent shall authenticate and deliver, in the name of the transferee, one or more new Bonds of the same aggregate face amount, maturity and rate of interest as the surrendered Bond, as fully registered Bonds only.

SECTION 2.07. PERSONS DEEMED OWNERS. As to any Bond, the Person in whose name such Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest on any Bond shall be made only to or upon the written order of the registered Holder thereof. Such payment shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the amount so paid.

SECTION 2.08. PROVISIONS WITH RESPECT TO TRANSFERS AND EXCHANGES. (a) All Bonds surrendered in any exchange or transfer of Bonds shall forthwith be cancelled by the Registrar.

(b) In connection with any such exchange or transfer of Bonds the Holder requesting such exchange or transfer shall as a condition precedent to the exercise of the privilege of making such exchange or transfer remit to the Registrar an amount sufficient to pay any tax, or other governmental charge required to be paid with respect to such exchange or transfer.

(c) Neither the Issuer nor the Registrar shall be obligated to (i) issue, exchange or transfer any Bond during the period from a Record Date to the next succeeding Bond Payment Date, or (ii) transfer or exchange any Bond which has been or is being called for redemption in whole or in part.

SECTION 2.09. CONDITIONS FOR DELIVERY OF BONDS. Upon the execution and delivery hereof, the Issuer shall execute and deliver to the Authenticating

Agent, and the Authenticating Agent shall authenticate, the Bonds and deliver them to or for the account of the Original Purchaser as directed by the Issuer or the Borrower; *provided, however*, that prior to delivery by the Authenticating Agent of the Bonds there shall be delivered to the Bond Trustee the following:

(a) A certified copy of the Bond Resolution of the City Commission authorizing the execution and delivery on behalf of the Issuer of this Bond Indenture, the Agreement, the Bonds and the Bond Purchase Contract.

(b) A certified copy of a resolution of the Governing Body of the Borrower authorizing the execution and delivery on behalf of the Obligated Group of Obligation No. 2, the Supplemental Indenture for Obligation No. 2, the Official Statement for the Bonds, the Agreement and the Bond Purchase Contract, and approving this Bond Indenture and the issuance of the Bonds.

(c) Executed original counterparts (or, in the case of the Master Indenture and the Mortgage, certified copies) of this Bond Indenture, the Bond Purchase Contract, the Master Indenture, the Supplemental Indenture for Obligation No. 2, the Continuing Disclosure Agreement, the Agreement and the Tax Agreement.

(d) Obligation No. 2, executed, registered in the name of the Bond Trustee and otherwise conforming to the provisions of the Master Indenture, Supplemental Indenture for Obligation No. 2 and the Agreement.

(e) A request and authorization by the Issuer to the Authenticating Agent at the written direction of the Borrower to authenticate and deliver the Bonds describing such Bonds, designating the Original Purchaser to whom such Bonds are to be delivered upon payment therefor and stating the amount to be paid therefor to the Bond Trustee for the account of the Issuer for application as provided in Section 5.02 hereof.

(f) The amounts specified in Section 5.02 hereof for deposit to the credit of certain of the funds and accounts created hereunder.

(g) An opinion of Bond Counsel in substantially the form attached as Appendix E to the Official Statement pertaining to the Bonds and a supplemental opinion of Bond Counsel required by the Bond Purchase Contract.

(h) An opinion of Counsel for the Obligated Group stating in effect that (1) the Borrower has been duly incorporated and is validly existing as a not-for-profit corporation in good standing under the laws of the State with corporate power and authority to execute and deliver the Financing Documents to which it is a party (collectively, the "Corporation Documents"); (2) the Corporation Documents have been duly authorized, executed and delivered by the Borrower and are enforceable in accordance with their respective terms, except to the extent that the enforceability of the

same may be limited by (A) the provisions of applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally; (B) general principles of equity, including (i) obligations of the Master Trustee and the Issuer and its assigns to exercise good faith, fair dealing and commercial reasonableness in the exercise of rights and remedies afforded by the Financing Documents and any other documents incident thereto obligating the Borrower and (ii) the availability of equitable remedies, including specific performance and injunctive relief, being subject to the discretion of the court before which any proceeding may be brought; (C) court decisions which may invalidate or limit the indemnification provisions of the Financing Documents on the grounds of applicable laws or public policy; and (D) the availability of a deficiency decree being a matter of judicial discretion, which permits a court to inquire into (i) the reasonable and fair market value of the property sold at foreclosure, (ii) the adequacy of the sales price, (iii) the relationship between the foreclosing party and the purchaser at the foreclosure sale and (iv) all the facts and circumstances of the particular case; (3) the Borrower has obtained all consents, approvals, authorizations and orders of governmental or regulatory authorities (collectively, "Consents") that are required to be obtained by the Borrower as a condition precedent to the execution of the Corporation Documents and the operation of the Existing Facilities; (4) the Borrower has obtained all Consents that are obtainable to date that are required to be obtained by the Borrower for the performance of the Borrower's obligations under the Corporation Documents and the conduct of the Borrower's business as it is currently being conducted, and such counsel has no reason to believe that the Borrower cannot obtain, when needed, any other Consents that may be required that cannot be obtained to date for the performance of the Borrower's obligations under the aforementioned documents or for the acquisition, construction and installation of the Project; (5) the execution and delivery of the Corporation Documents by the Borrower and compliance with the terms thereof, under the circumstances contemplated thereby, do not and will not conflict with the articles of incorporation or bylaws of the Borrower and, to the best of such counsel's knowledge, do not and will not in any material respect conflict with, or constitute on the part of the Borrower a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Borrower is a party or conflict with, violate or result in a breach of any law, public administrative rule or regulation, judgment, court order or consent decree of any court, government or governmental authority having jurisdiction over the Borrower or result in the creation of any lien or encumbrance upon any property of the Borrower except as permitted under the Master Indenture; (6) the Borrower is exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, is not a private foundation as described in Section 509(a) of the Code and, to the best of such counsel's knowledge, the Borrower has not failed to file any required report with the Internal Revenue Service or engaged in conduct inconsistent with its status as an exempt organization; (7) financing statements with respect to the security interest in Gross Revenues (as defined in the Master Indenture), Facility Property and Equipment (as defined in the Master Indenture) and the personal property described in the Mortgage

have been filed in the office of the Secured Transactions Registry of the State and the Mortgage constitutes a financing statement with respect to the security interest in fixtures described in the Mortgage when recorded in the offices of the Clerk of the Circuit Court of Broward County, Florida; and (8) the Master Indenture and the Mortgage create a security interest in the property described therein, to the extent such security interest may be perfected by filing, which have been perfected by the filings and recording referred to in clause (7) above, and in the case of fixtures as described in the Mortgage installed on the Mortgaged Property; and no further filing, other than the filing of continuation statements is required to continue such perfection.

(i) Such other closing documents as the Issuer may reasonably specify, including evidence that the Bonds have an investment grade rating from a Rating Agency.

SECTION 2.10. FORM OF BONDS. The definitive Bonds shall be in substantially the form set forth as Exhibit A to this Bond Indenture, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing such Bonds on behalf of the Issuer. Execution thereof by such officers shall constitute conclusive evidence of such approval.

SECTION 2.11. BOOK-ENTRY BONDS. (a) Except as provided in subparagraph (c) of this Section 2.11, the registered owner of all of the Bonds shall be DTC and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest for any Bond registered as of each Record Date in the name of Cede & Co. shall be made by payment of wire transfer of immediately available funds or New York clearing house or equivalent next day funds, as mutually agreed to between the Bond Trustee and DTC, to the account of Cede & Co. on the Bond Payment Date for the Bonds at the address indicated on the Regular Record Date or Special Record Date for Cede & Co. in the registry books of the Issuer kept by the Registrar.

(b) The Bonds shall be initially issued in the form of separate single fully registered Bonds, authenticated by the Authenticating Agent, in the amount of each separate stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the registry books of the Issuer kept by the Registrar in the name of Cede & Co., as nominee of DTC. The Bond Trustee, the Registrar, the Paying Agent and the Issuer shall treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or Redemption Price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this Bond Indenture, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and none of the Bond Trustee, the Registrar, the Paying Agent or the Issuer shall be affected by any notice to the contrary. None of the Bond Trustee, the Registrar, the Paying Agent or the Issuer shall have any responsibility or obligation to any DTC participant, any Person

claiming a beneficial ownership interest in the Bonds under or through DTC or any DTC participant, or any other Person which is not shown on the registration books of the Registrar as being a Bondholder, with respect to the accuracy of any records maintained by DTC or any DTC participant; the payment of DTC or any DTC participant of any amount in respect of the principal or Redemption Price of or interest on the Bonds; any notice which is permitted or required to be given to Bondholders under this Bond Indenture; the selection by DTC or any DTC participant of any Person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by DTC as Bondholder. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or "upon the order of" (as that term is used in the Uniform Commercial Code as adopted in the State) DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest pursuant to this Bond Indenture. Upon delivery by DTC to the Bond Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Bond Indenture shall be deemed to be changed to reflect such new nominee of DTC.

(c) In the event the Issuer (at the written direction and expense of the Borrower) determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the Issuer may notify DTC and the Bond Trustee, whereupon DTC will notify the DTC participants, of the availability through DTC of Bond certificates. In such event, the Bond Trustee shall deliver, transfer and exchange Bond certificates as directed by DTC as the Bondholder in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer (at the written direction and expense of the Borrower) and the Bond Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor Securities Depository), the Issuer and the Bond Trustee shall be obligated to deliver Bond certificates as directed by DTC. In the event Bond certificates are issued, the provisions of this Bond Indenture shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the Issuer and the Bond Trustee to do so, the Bond Trustee and the Issuer (at the written direction and expense of the Borrower) will cooperate with DTC in taking appropriate action after reasonable notice (1) to make available one or more separate certificates evidencing the Bonds to any DTC participant having Bonds credited to its DTC account (subject to clause (d) below) or (2) to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

(d) Notwithstanding any other provision of this Bond Indenture to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to this Bond Indenture by the Issuer or the Bond Trustee with respect to any consent or other action to be taken by Bondholders, the Issuer (at the written direction and expense of the Borrower) or the Bond Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC as sole Bondholder notice of such record date not less than 15 calendar days in advance of such record date to the extent possible. Notice to DTC shall be given only when DTC is the sole Bondholder.

ARTICLE III

REDEMPTION AND PURCHASE OF BONDS

SECTION 3.01. RIGHT TO REDEEM. The Bonds shall be subject to redemption prior to maturity at such times, to the extent and in the manner provided herein.

SECTION 3.02. OPTIONAL REDEMPTION.

(a) If the Borrower exercises its option to prepay the Loan pursuant to Section 4.04 of the Agreement, the Bonds maturing on September 1, ____ and thereafter are required to be redeemed on or after September 1, ____, in whole or in part on any date, upon payment of the Redemption Price of 100 percent of the principal amount of such Bonds to be redeemed, plus interest accrued to the redemption date.

(b) The Term Bonds are required to be redeemed to the extent of any Sinking Fund Requirement therefor on September 1 of the years set forth in Section 3.03 below in which there is a Sinking Fund Requirement, at a Redemption Price equal to 100 percent of the principal amount of the Bonds to be redeemed.

(c) Notwithstanding the above provisions in this Section, any Bonds subject to optional redemption and cancellation shall also be subject to optional call for purchase and resale by the Borrower (*i.e.*, a so-called purchase in lieu of redemption) at the same times and at the same Redemption Prices as are applicable to the optional redemption of such Bonds as provided above. Any Bonds so purchased by the Borrower may, as directed by the Borrower, be cancelled or held Outstanding by the Borrower.

SECTION 3.03. SINKING FUND ACCOUNT REDEMPTION. The Bonds designated herein as Term Bonds are subject to mandatory redemption and shall be redeemed on September 1 in the years set forth below (the "Sinking Fund Account Retirement Dates"), in the amount of the unsatisfied portion of the corresponding Sinking Fund Account Requirement for Term Bonds of the same maturity by payment from the Sinking Fund Account of a Redemption Price of the principal amount of such Term Bonds called for redemption plus payment from the Interest Account of the interest accrued to the date fixed for redemption but without premium, as follows:

Bonds Maturing September 1, ____

Year	Sinking Fund Installment

Bonds Maturing September 1, ____

Year	Sinking Fund Installment

Bonds Maturing September 1, ____

Year	Sinking Fund Installment

SECTION 3.04. EXTRAORDINARY OPTIONAL REDEMPTION. The Bonds may be redeemed in whole or in part at the option and written direction of the Borrower, at any time, at par plus accrued interest, from proceeds of insurance or condemnation awards resulting from damage or destruction or condemnation of the Facilities, or from prepayments under the Agreement which permits prepayment thereunder, as a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by other governmental action, the Agreement shall have become void or unenforceable or performance thereunder shall have become impossible in accordance with the intent and purposes of the parties as expressed in the Agreement, or unreasonable burdens or excessive liabilities shall have been imposed on the Obligated Group or their property.

SECTION 3.05. SELECTION OF BONDS TO BE REDEEMED. In the event of any redemption of less than all Outstanding Bonds, any maturity or maturities and amounts within maturities to be redeemed shall be selected by the Bond Trustee at the direction of the Borrower. If less than all of the Bonds of the same maturity are to be redeemed upon any redemption of Bonds hereunder, DTC or any successor Securities Depository shall select the Bonds to be redeemed in accordance with its procedures or, if the book-entry system is discontinued, the Bond Trustee shall select the Bonds to be redeemed in such manner as may be directed by the Borrower or randomly if no direction is delivered. In making such selection, the Bond Trustee shall treat each Bond as representing that number of Bonds of such maturity of the lowest authorized denomination as is obtained by dividing the principal amount of such Bond by such denomination.

SECTION 3.06. PARTIAL REDEMPTION OF BONDS. Upon the selection and call for redemption of, and the surrender of, any Bond for redemption in part only, the Issuer (at the written direction and expense of the Borrower) shall cause to be executed and the Authenticating Agent shall authenticate and deliver to or upon the written order of the Holder thereof, at the expense of the Obligated Group, a new Bond or Bonds of authorized denominations in an aggregate face amount equal to the unredeemed portion of the Bond surrendered, which new Bond or Bonds shall be a fully registered Bond or Bonds without coupons, in authorized denominations.

The Bond Trustee may agree with any Holder of any such Bond that such Holder may, in lieu of surrendering the same for a new Bond, endorse on the reverse of such Bond a notice of such partial redemption, which notice shall set forth, over the signature of such Holder, the redemption date, the principal amount redeemed and the principal amount remaining unpaid; *provided, however*, for so long as the Book-Entry only system is being used, partial redemption of a Bond shall be recorded or evidenced as directed by DTC. Such partial redemption shall be valid upon payment of the amount thereof to the registered owner of any such Bond and the Bond Trustee shall be fully released and

discharged from all liability to the extent of such payment irrespective of whether such endorsement shall or shall not have been made upon the reverse of such Bond by the owner thereof and irrespective of any error or omission in such endorsement.

SECTION 3.07. EFFECT OF CALL FOR REDEMPTION. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the Redemption Price provided for redemption of such Bonds on such date; provided that if the notice of redemption indicates that it is conditional or may be rescinded by the Borrower, and either such condition is not satisfied or the notice is rescinded, then the Bonds shall not become due and payable on the date set forth in the notice. If on the date fixed for redemption moneys for payment of the Redemption Price and accrued interest are held by the Bond Trustee or the Paying Agent as provided herein, interest on such Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder except the right to receive payment from the moneys held by the Bond Trustee or the Paying Agent and the amount of such Bonds so called for redemption shall be deemed paid and no longer Outstanding.

SECTION 3.08. NOTICE OF REDEMPTION. If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the issue, date of issue, maturity dates and interest rate. Notice of redemption of any Bonds (except as provided in Section 3.02 hereof) shall be mailed by the Registrar, by first-class mail, postage prepaid, not less than 30 nor more than 45 days prior to the date set for redemption, to each registered Holder of a Bond to be so redeemed at the address shown on the books of the Registrar but failure to so mail or any defect in any such notice with respect to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond with respect to which notice was so mailed or with respect to which no such defect occurred, respectively. Each such notice shall set forth the date fixed for redemption, official name of the issue, date of notice, date of issue, dated date, the Redemption Price to be paid and, if less than all of the Bonds of any one maturity then Outstanding shall be called for redemption, the distinctive numbers and letters, including CUSIP identification numbers, if any, and certificate numbers of such Bonds to be redeemed, the maturity date and interest rates of such Bonds to be redeemed, the name of the Paying Agent with address, telephone number, contact person and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. Failure to give notice by mailing to any Bondholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of any other Bonds. Any notice of optional redemption may indicate that it is conditional or that it may be rescinded by the Borrower.

Sixty days after the redemption date, the Bond Trustee shall also mail a second copy of the notice of redemption to any Bondholder who has not presented his Bonds for payment on or before such date, by the same means as the first notice.

Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given upon mailing, whether or not the Owner of such Bonds receives the notice.

ARTICLE IV

CONSTRUCTION FUND

SECTION 4.01. CONSTRUCTION FUND. A special fund is hereby established with the Bond Trustee and designated "Series 2015 Construction Fund" (herein sometimes called the "Construction Fund"), to the credit of which such deposits shall be made as are required by the provisions of Section 5.02(a) of this Bond Indenture.

The money in the Construction Fund shall be held by the Bond Trustee in trust and shall be applied to the payment of the cost of the Project, or the financing and refinancing thereof, and the issuance of the Bonds, or debt service on the Bonds, including necessary incidental expenses and reimbursement to the Borrower for such costs and expenses paid by such Borrower in connection therewith, and, pending such application, shall be subject to a lien and charge in favor of the holders of the Bonds issued and outstanding under this Bond Indenture and for the further security of such holders until paid out in accordance with Section 4.02 hereof.

After the Project, as it may or may not be amended or added to at the option of the Borrower in accordance with Section 5.03 of the Agreement, is completed, as certified by the Borrower to the Bond Trustee, and after payment of costs of issuance of the Bonds, surplus money in the Construction Fund shall be applied to the Interest Account, the Principal Account or the Sinking Fund Account, as directed by the Borrower.

SECTION 4.02. REQUISITION FROM THE CONSTRUCTION FUND. Payments from the Construction Fund shall be made in accordance with the provisions of this Section. Before any such payment shall be made, the Borrower shall file with the Bond Trustee a requisition, in the form set forth in Exhibit B hereto, signed by a Borrower Officer stating:

(i) the name of the Person to whom each such payment is due (which may be the Borrower),

(ii) the respective amounts to be paid,

(iii) the purpose by general classification for which each obligation to be paid was incurred,

(iv) that obligations in the stated amounts have been incurred by the Borrower and are presently due and payable, or are properly reimbursable to the Borrower, and that

each item thereof is a necessary cost of the Project or of issuing the Bonds and is a proper charge against the Construction Fund and has not been paid.

Upon receipt of each requisition the Bond Trustee shall pay the obligation set forth in such requisition out of money in the Construction Fund. In making such payments the Bond Trustee may conclusively rely upon such requisitions and the representations contained therein.

The Bond Trustee shall disburse moneys from the Construction Fund to the payee, to the Borrower or to its designee, as the case may be, to pay, or to reimburse the Borrower for, any and all costs and expenses relating to the issuance, sale and delivery of the Bonds and Obligation No. 2, including, but not limited to, all fees and expenses of the Bond Trustee, legal counsels, bond counsel, financial consultants, feasibility consultants and accountants, rating service fees, bond printing costs and costs related to the preparation and printing of this Bond Indenture, the Tax Agreement, the Master Indenture, the Supplemental Indenture for Obligation No. 2, the Agreement, the Official Statement relating to the Bonds, the Bonds and Obligation No. 2 upon receipt by the Bond Trustee of a requisition filed by the Borrower together with the bill or invoice from the payee or from the Borrower. In making such payments, the Bond Trustee may rely on such bill or invoice as being genuine and as being authorized by the Borrower to be paid and shall have no duty or obligation with respect to the application of such moneys.

ARTICLE V

REVENUES AND FUNDS

SECTION 5.01. CREATION OF FUNDS AND ACCOUNTS. Upon the issuance of the Bonds, the Bond Trustee shall create the following funds and accounts to be held in trust for the Holders:

(a) The Bond Fund which shall contain the following accounts:

(i) The Interest Account;

(ii) The Principal Account;

(iii) The Sinking Fund Account; and

(iv) The Redemption Account.

(b) The Debt Service Reserve Fund.

(c) The Construction Fund.

SECTION 5.02. APPLICATION OF BOND PROCEEDS AND OTHER MONEYS.

(a) Simultaneously with the delivery of the Bonds, the proceeds of the Bonds shall be applied by the Bond Trustee as follows:

(i) to the credit of the Debt Service Reserve Fund, an amount equal to the Debt Service Reserve Fund Requirement for the Bonds ($_____);

(ii) to the credit of the Construction Fund, the balance ($_____).

(b) Money in the Construction Fund shall be applied as provided in Sections 4.01 and 4.02 hereof.

SECTION 5.03. FLOW OF FUNDS. So long as any Bonds are Outstanding, in each Bond Year, Obligation No. 2 Payments or repayments under the Agreement received by the Bond Trustee shall be applied in the following manner and order of priority:

(a) Interest Account. The Bond Trustee shall deposit to the Interest Account on or before the third Business Day prior to each Interest Payment Date, the amount, if any, necessary to cause the amount then being credited to the Interest Account, together with investment earnings on investments then on deposit in the Interest Account, if such earnings will be received before the next Interest Payment Date (but only to the extent that (i) such amount or investment earnings have not previously been credited for purposes of such calculation and (ii) such earnings are calculable by the Bond Trustee with reasonable certainty), to be not less than the amount of interest to be paid on Outstanding Bonds on such Interest Payment Date. Moneys in the Interest Account shall be used to pay interest on Bonds as it becomes due.

(b) Principal Account. The Bond Trustee shall deposit to the Principal Account on or before the third Business Day prior to each September 1 during each Bond Year ending on a date on which Serial Bonds mature, the amount necessary to cause the amount then being credited to the Principal Account, together with the investment earnings on investments then on deposit in the Principal Account, if such earnings will be received before the last day of the Bond Year (but only to the extent that (i) such amount or investment earnings have not previously been credited for purposes of such calculation and (ii) such earnings are calculable by the Bond Trustee with reasonable certainty), to be not less than one-half of the principal amount of Serial Bonds Outstanding which will mature on the last day of such Bond Year, subject to appropriate adjustment for the initial Serial Bond maturity if the period prior to such date is other than twelve full months. Moneys in the Principal Account shall be used to retire Serial Bonds by payment at their scheduled maturity.

(c) Sinking Fund Account. The Bond Trustee shall deposit to the Sinking Fund Account on or before the third Business Day prior to each September 1 during each Bond Year ending on a date which is a Sinking Fund Account Retirement Date, the amount necessary to cause the amount credited to the Sinking Fund Account, together with investment earnings on investments then on deposit in the Sinking Fund Account, if such earnings will be received before the last day of the Bond Year (but only to the extent that (i) such amount or investment earnings have not previously been credited for purposes of such calculation and (ii) such earnings are calculable by the Bond Trustee with reasonable certainty), to be not less than one-half of the unsatisfied Sinking Fund Account Requirements to be satisfied on or before the last day of such Bond Year, subject to appropriate adjustment for the initial Sinking Fund Account Retirement Date if the period prior to such date is other than 12 full months. Moneys in the Sinking Fund Account shall be used to retire Term Bonds by purchase, by mandatory redemption or by payment at their scheduled maturity.

The Bond Trustee may, and upon direction of the Borrower shall (for a reasonable period following such direction and at the expense of the Borrower) use reasonable efforts to, apply moneys credited to the Sinking Fund Account to purchase Term Bonds identified by the Borrower in satisfaction of Sinking Fund Account Requirements for such Term Bonds for a Sinking Fund Account Retirement Date. The Bond Trustee shall not so purchase any Term Bond at a price or cost (including any brokerage fees or commissions or other charges) which exceeds the principal amount thereof plus interest accrued to the date of purchase. Such accrued interest shall be paid from the Interest Account. The principal amount of Term Bonds of each maturity so purchased shall be credited against the unsatisfied balance of Sinking Fund Account Requirements for such maturity in any order directed by the Borrower.

(d) Debt Service Reserve Fund. Beginning on the 5th day of the month following a month in which money is transferred from the Debt Service Reserve Fund to any account in the Bond Fund to cure a deficiency therein pursuant to Section 5.05 hereof, to the credit of the Debt Service Reserve Fund, one-twelfth of the amount or amounts so transferred until the amount then on deposit in the Debt Service Reserve Fund is equal to the Debt Service Reserve Fund Requirement, and beginning on the 5th day of the month following a valuation made in accordance with Section 5.05 hereof in which the amount on deposit in the Debt Service Reserve Fund is less than 90 percent of the Debt Service Reserve Fund Requirement due to a loss resulting from a decline in the value of investments held for the credit of the Debt Service Reserve Fund, to the credit of the Debt Service Reserve Fund, one-sixth of the amount by which the Debt Service Reserve Fund Requirement exceeds such balance until the amount on deposit to the credit of the Debt Service Reserve Fund is equal to the Debt Service Reserve Fund Requirement.

(e) Redemption Account. If the Borrower makes an optional prepayment of any installment on Obligation No. 2, the amount so paid shall be credited to the Redemption Account and applied promptly by the Bond Trustee, first, to cause the amounts credited to the Interest Account, the Principal Account or the Sinking Fund Account of the Bond Fund, in that order, to be not less than the amounts then required to be credited thereto and, then to retire Bonds by purchase, redemption or both purchase and redemption in accordance with the Borrower's directions. Any such purchase shall be made at the best price obtainable with reasonable diligence and no Bond shall be so purchased at a cost or price (including brokerage fees or commissions or other charges) which exceeds the Redemption Price at which such Bond could be redeemed on the date of purchase or on the next succeeding date upon which such Bond is subject to optional redemption plus accrued interest to the date or purchase. Any such redemption shall be of Bonds then subject to optional redemption at the Redemption Price then applicable for optional redemption of such Bonds.

The principal amount of any Term Bonds so purchased or redeemed shall be credited against the unsatisfied balance of Sinking Fund Account Requirements for such maturity in any order directed by the Borrower.

Any balance remaining in the Redemption Account after the purchase or redemption of Bonds in accordance with the Borrower's directions, or in any event on the day following the Bond Payment Date next succeeding the prepayment by the Borrower, shall be transferred to the Interest Account.

SECTION 5.04. APPLICATION OF FUNDS AND ACCOUNTS TO REDEEM ALL BONDS OUTSTANDING. Notwithstanding the provisions of Section 5.03 hereof, if on any date the aggregate of moneys and Permitted Investments held by the Bond Trustee hereunder (valued at their market value for purposes of this Section) are sufficient to redeem all Bonds Outstanding on the date Bonds are subject to redemption after giving effect to the required notice of redemption period as provided in Section 3.08 hereof, and to pay or discharge all other obligations, if any, of the Issuer hereunder, then the Bond Trustee shall, at the direction of the Borrower, sell all Permitted Investments held by it and the proceeds and all other moneys held by the Bond Trustee hereunder shall be applied to redeem all Bonds Outstanding as provided in Section 3.02 hereof and to pay or discharge such other obligations.

SECTION 5.05. APPLICATION OF MONEY IN THE DEBT SERVICE RESERVE FUND. Upon the issuance of the Bonds an amount equal to the Debt Service Reserve Fund Requirement shall be deposited to the credit of the Debt Service Reserve Fund from the proceeds of the Bonds.

The Bond Trustee shall use amounts in the Debt Service Reserve Fund to make transfers to the Interest Account, the Principal Account and the Sinking Fund Account to the extent necessary to pay interest on and principal of (whether at maturity, by

acceleration or in satisfaction of the Sinking Fund Requirement therefor) the Bonds whenever and to the extent that the money on deposit in the Interest Account, the Principal Account and the Sinking Fund Account is insufficient for such purposes.

Amounts on deposit in the Debt Service Reserve Fund shall be valued by the Bond Trustee on September 2 of each year. If on any date of valuation the cash and investments held in the Debt Service Reserve Fund exceeds the Debt Service Reserve Fund Requirement, including any excess created in whole or in part by the interest earnings on such Fund, an amount equal to such excess shall be transferred by the Bond Trustee (i) until the Completion Date to the Construction Fund and (ii) thereafter to the Interest Account, Principal Account, Sinking Fund Account or Redemption Fund, as the Borrower shall direct. Any such excess transferred to the Interest Account, the Principal Account or the Sinking Fund Account shall be credited against future transfers to such accounts, unless transferred to cure deficiencies therein, and shall be credited by the Bond Trustee against future Obligation No. 2 Payments to be made by the Obligated Group.

Not less than 10 days prior to any withdrawal of moneys from the Debt Service Reserve Fund which would cause the total amount therein to be less than the principal and interest components of the Statutory Debt Service Reserve Requirement, notice of the withdrawal from the Debt Service Reserve Fund shall be given by the Bond Trustee or the Borrower by telephone 850.413.3140 (promptly confirmed in writing) to the Florida Department of Financial Services, Office of Insurance Regulation (the "Department of Financial Services"), CCRC Section, Larson Building, 200 East Gaines Street, Tallahassee, Florida, 32399-0331; *provided* that such notice by telephone, by facsimile or in writing may be given to the Department of Financial Services at other telephone numbers or other addresses if directed by the Department of Financial Services. In connection with any such proposed withdrawal from the Debt Service Reserve Fund, the Bond Trustee shall notify the Borrower and obtain an Officer's Certificate as to the principal and interest components of the Statutory Debt Service Reserve Requirement sufficient to make the determination required by this paragraph.

SECTION 5.06. INVESTMENT OF MONEYS HELD BY THE BOND TRUSTEE. (a) Moneys in all Funds and Accounts held by the Bond Trustee shall be invested by the Bond Trustee, as soon as possible upon receipt in Permitted Investments as directed, in writing or by Electronic Means, promptly confirmed in writing by the Borrower. Such direction may be in the form of a standing direction. The Bond Trustee shall promptly notify the Borrower if it has not received such direction, but while pending receipt of such direction, shall hold such funds uninvested.

(b) The Bond Trustee may make any investment permitted by this Section, through or with its own or any of its affiliate's commercial banking or investment departments unless otherwise directed by the Borrower.

(c) Except as otherwise specifically provided herein, in computing the amount in any Fund or Account, Permitted Investments purchased as an investment of moneys therein shall be valued at the face value or the current market value thereof, whichever is the lower, or at the redemption price thereof, if then redeemable at the option of the holder, in either event inclusive of accrued interest. If an investment agreement is ever a Permitted Investment, it shall be valued at the unpaid amount thereof.

(d) The Bond Trustee shall use reasonable efforts to sell at a fair market price, or present for redemption, any Permitted Investment purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Fund or Account for which such investment was made.

(e) Neither the Bond Trustee nor the Issuer shall knowingly use or direct or permit the use of any moneys of the Issuer in its possession or control in any manner which would cause any Bond to be an "arbitrage bond" within the meaning ascribed to such term in Section 148 of the Code, or any successor section of the Code.

(f) Notwithstanding any provision of this Bond Indenture, the Issuer shall observe its covenants and agreements contained in the Tax Agreement, to the extent that and for so long as such covenants and agreements are required by law, subject to the provisions of the Tax Agreement, Article VI hereof and Section 7.13 hereof.

SECTION 5.07. LIABILITY OF BOND TRUSTEE FOR INVESTMENTS. The Bond Trustee shall not be liable for the making of any investment authorized by the provisions of this Article V in the manner provided in this Article V or for any loss resulting from any such investment so made, except for its own negligence or willful misconduct.

SECTION 5.08. INVESTMENT INCOME. Except as otherwise provided herein, interest income and gain received, or loss realized, from investments of moneys in any Fund or Account shall be credited, or charged, as the case may be, to such respective Fund or Account. All income and gain from investment of the Interest Account shall be retained in the Interest Account and credited against the interest component of the next forthcoming Obligation No. 2 Payment. Income and gain from Redemption Account investments may be transferred to any other Fund or Account upon written direction of the Borrower. Investment income credited to any of the Interest Account, the Principal Account or the Sinking Fund Account shall be retained in such Account and shall be a credit against the next forthcoming Obligation No. 2 Payment to be deposited to such respective Account.

ARTICLE VI

GENERAL COVENANTS OF THE ISSUER

SECTION 6.01. PAYMENT OF PRINCIPAL AND INTEREST. Subject to the limited sources of payment specified herein, the Issuer covenants that it will promptly pay or cause to be paid, but only from and to the extent of such limited sources of payment, the principal of, premium, if any, and interest on each Bond issued hereunder at the place, on the dates and in the manner provided herein and in said Bonds according to the terms hereof and thereof. The principal of, premium, if any, and interest on the Bonds are payable solely from the Pledged Revenues held by the Bond Trustee hereunder, all of which are hereby specifically assigned and pledged to such payment in the manner and to the extent specified herein and nothing herein or in the Bonds shall be construed as assigning or pledging any other funds or assets of the Issuer.

SECTION 6.02. PERFORMANCE OF COVENANTS. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions on its part to be performed as provided herein in each and every Bond executed, authenticated and delivered hereunder and in all proceedings of the Issuer pertaining thereto. Except for the covenant of the Issuer set forth in Section 6.01 hereof relating to payment of the Bonds, the Issuer shall not be obligated to take any action or execute any instrument pursuant to any provision hereof until it shall have been requested to do so in writing by the Borrower or by the Bond Trustee, or shall have received the instrument to be executed and, at the option of the Issuer, shall have received from the party requesting such execution assurance satisfactory to the Issuer that the Issuer shall be indemnified and reimbursed for its reasonable expenses incurred or to be incurred in connection with taking such action or executing such instrument.

SECTION 6.03. INSTRUMENTS OF FURTHER ASSURANCE. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such instruments supplemental hereto and such further acts, instruments and transfers as the Bond Trustee may reasonably require pursuant to an Opinion of Counsel (but only after compliance with Section 6.02 hereof) for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Bond Trustee the Issuer's interest in and to the Obligation No. 2 Payments, the Pledged Revenues and all other interests, revenues and receipts pledged hereby to the payment of the principal, premium, if any, and interest on the Bonds in the manner and to the extent contemplated herein.

SECTION 6.04. PROTECTION OF LIEN. The Issuer hereby agrees not to make or create or suffer to be made or created any assignment or lien having priority or preference over the assignment and lien hereof upon the interests granted hereby or any part thereof except as otherwise specifically provided herein. The Issuer agrees that no obligations the payment of which is secured by Pledged Revenues will be issued by it

except Bonds in lieu of, or upon transfer of registration or exchange of, any Bond as provided herein. The Issuer agrees to cooperate with the Borrower in the filing of any Uniform Commercial Code financing or continuation statements necessary or appropriate to continue the perfection of the lien created under this Bond Indenture at the sole expense of the Borrower.

ARTICLE VII

DEFAULT AND REMEDIES

SECTION 7.01. BOND INDENTURE EVENTS OF DEFAULT. Each of the following is hereby declared a "Bond Indenture Event of Default" hereunder:

(a) If payment in respect of any installment of interest on any Bond shall not be made in full when the same becomes due and payable;

(b) If payment in respect of the principal of or redemption premium, if any, on any Bond shall not be made in full when the same becomes due and payable, whether at maturity or by proceedings for redemption or by declaration of acceleration or otherwise;

(c) If the Issuer shall fail duly to observe or perform any other covenant or agreement on its part under this Bond Indenture for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Issuer and the Borrower by the Bond Trustee or to the Issuer, the Borrower and the Bond Trustee by the Holders of at least 25 percent in aggregate principal amount of Bonds then Outstanding. If the breach of covenant or agreement is one which cannot be completely remedied within the 60 days after written notice has been given but is capable of a cure, it shall not be a Bond Indenture Event of Default as long as the Borrower has taken active steps within the 30 days after written notice has been given to remedy the failure and is diligently pursuing such remedy for no longer than the one-year period after such notice has been given;

(d) If there occurs an Agreement Event of Default pursuant to Section 6.01 of the Agreement.

SECTION 7.02. ACCELERATION; ANNULMENT OF ACCELERATION. (a) Upon the occurrence of a Bond Indenture Event of Default, the Bond Trustee may, and upon the written request of the holders of not less than a majority in principal amount of the Bonds then Outstanding, shall, declare an acceleration of the payment of the principal of the Bonds, and then, without any further action, all Bonds Outstanding shall become and be immediately due and payable, anything in the Bonds or herein to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which accrues to the date of payment. The Bond Trustee shall (i) give

written notice of such acceleration to the Issuer, the Registrar, the Master Trustee and the Borrower and the Registrar shall give notice to the Bondholders in the same manner as for a notice of redemption under Article III hereof stating the accelerated date on which Obligation No. 2 and the Bonds shall be due and payable and (ii) take all actions entitled to the holder of Obligation No. 2 under the terms of the Master Indenture.

(b) At any time after the principal of Obligation No. 2 and the Bonds shall have been so declared to be due and payable, if the declaration that Obligation No. 2 is immediately due and payable is annulled in accordance with the provisions of the Master Indenture, the declaration that the Bonds are immediately due and payable shall also, without further action, be annulled and the Registrar shall promptly give notice of such annulment in the same manner as provided in subsection (a) of this Section for giving notice of acceleration. No such annulment shall extend to or affect any subsequent Bond Indenture Event of Default or impair any right consequent thereon.

SECTION 7.03. RIGHTS OF BOND TRUSTEE CONCERNING OBLIGATION NO. 2. The Bond Trustee, as pledgee and assignee for security purposes of all the rights, title and interest of the Issuer in and to the Agreement, the Master Indenture, Supplemental Indenture for Obligation No. 2 and Obligation No. 2 delivered thereunder, shall, upon compliance with applicable requirements of law and except as otherwise set forth in this Article VII, be the sole real party in interest in respect of, and shall have standing to enforce each and every right granted to, the Issuer under the Agreement, the Master Indenture, Supplemental Indenture for Obligation No. 2 and under Obligation No. 2 delivered thereunder. The Issuer and the Bond Trustee hereby agree without in any way limiting the effect and scope thereof, that the pledge and assignment hereunder to the Bond Trustee of any and all rights of the Issuer in and to Obligation No. 2, the Master Indenture, Supplemental Indenture for Obligation No. 2 and the Agreement shall constitute an agency appointment coupled with an interest on the part of the Bond Trustee which, for all purposes of this Bond Indenture, shall be irrevocable and shall survive and continue in full force and effect notwithstanding the bankruptcy or insolvency of the Issuer or its default hereunder or on the Bonds. In exercising such rights and the rights given the Bond Trustee under this Article VII, the Bond Trustee shall take such action as, in the judgment of the Bond Trustee, would best serve the interests of the Bondholders, taking into account the provisions of the Agreement, the Master Indenture, Supplemental Indenture for Obligation No. 2 and Obligation No. 2, together with the security and remedies afforded to the holder of Obligation No. 2 thereunder.

SECTION 7.04. ADDITIONAL REMEDIES AND ENFORCEMENT OF REMEDIES. (a) Upon the occurrence and continuance of any Bond Indenture Event of Default, the Bond Trustee may, and upon the written request of the Holders of not less than 25 percent in an aggregate principal amount of the Bonds Outstanding, together with indemnification of the Bond Trustee to its satisfaction therefor, shall, proceed forthwith to protect and enforce its rights and the rights of the Bondholders hereunder and under

the Act and the Bonds by such suits, actions or proceedings as the Bond Trustee, being advised by counsel, shall deem expedient, including but not limited to the following, subject to Section 7.13 hereof:

(i) Civil action to recover money or damages due and owing;

(ii) Civil action to enjoin any acts or things, which may be unlawful or in violation of the rights of the Holders of Bonds;

(iii) Enforcement of any other right of the Bondholders conferred by law or hereby; and

(iv) Enforcement of any other right conferred by the Agreement.

(b) Regardless of the happening of a Bond Indenture Event of Default, the Bond Trustee, if requested in writing by the Holders of not less than 25 percent in aggregate principal amount of the Bonds then Outstanding, shall upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient (i) to prevent any impairment of the security hereunder by any acts which may be unlawful or in violation hereof, or (ii) to preserve or protect the interests of the Holders; *provided* that such request is in accordance with law and the provisions hereof and, in the sole judgment of the Bond Trustee, is not unduly prejudicial to the interest of the Holders of Bonds not making such request.

SECTION 7.05. APPLICATION OF REVENUES AND OTHER MONEYS AFTER DEFAULT. During the continuance of a Bond Indenture Event of Default all moneys received by the Bond Trustee pursuant to any right given or action taken under the provisions of this Article VII shall, after payment of the costs and expenses (including attorneys' fees and such attorneys' fees incurred in any bankruptcy proceeding) of the proceedings which result in the collection of such moneys, of the fees, expenses and advances incurred or made by the Bond Trustee and the Issuer with respect thereto and the payment of all other fees and expenses of the Bond Trustee and the Issuer under this Bond Indenture, be deposited in the Bond Fund, and all amounts held by the Bond Trustee hereunder shall be applied as follows:

(a) Unless the principal of all Outstanding Bonds shall have become or have been declared due and payable:

First: To the payment to the Persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the Persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the Persons entitled thereto of the unpaid principal amounts or Redemption Price of any Bonds which shall have become due (other than Bonds previously called for redemption for the payment of which moneys are held pursuant to the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or Redemption Price due on such date, to the Persons entitled thereto, without any discrimination or preference.

(b) If the principal amounts of all Outstanding Bonds shall have become or have been declared due and payable, to the payment of the principal amounts and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amounts and interest, to the Persons entitled thereto without any discrimination or preference.

(c) If the principal amounts of all Outstanding Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article VII, then, subject to the provisions of paragraph (b) of this Section in the event that the principal amounts of all Outstanding Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied by the Bond Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Bond Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Bond Trustee shall apply such moneys, it shall fix the date (which shall be a Bond Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the principal amounts to be paid on such dates shall cease to accrue. The Bond Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Bond Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid. Any discretion permitted or available to the Bond Trustee pursuant to this Section to apply moneys shall not permit the Bond Trustee to fail to liquidate investments in any of the Funds or Accounts hereunder and apply amounts credited to such Funds and Accounts to the payment of principal of and interest on the Bonds on any Bond Payment Date.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Bond Trustee and the Issuer have been

paid, any balance remaining shall be paid to the Person entitled to receive the same; if no other Person shall be entitled thereto, then the balance shall be paid to the Borrower or as a court of competent jurisdiction may direct.

SECTION 7.06. REMEDIES NOT EXCLUSIVE. No remedy by the terms hereof conferred upon or reserved to the Bond Trustee or the Bondholders is intended to be exclusive of any other remedy but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity or by statute (including the Act) on or after the date hereof.

SECTION 7.07. REMEDIES VESTED IN THE BOND TRUSTEE. All rights of action (including the right to file proof of claims) hereunder or under any of the Bonds may be enforced by the Bond Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceeding instituted by the Bond Trustee may be brought in its name as the Bond Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds. Subject to the provisions of Section 7.05 hereof, any recovery or judgment shall be for the equal benefit of the Holders of the Outstanding Bonds.

SECTION 7.08. BONDHOLDERS' CONTROL OF PROCEEDINGS. If a Bond Indenture Event of Default shall have occurred and be continuing, notwithstanding anything herein to the contrary, the Holders of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by any instrument in writing executed and delivered to the Bond Trustee to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions hereof, provided that such direction is in accordance with law and the provisions hereof (including indemnity to the Bond Trustee as provided herein) and, provided further that nothing in this Section shall impair the right of the Bond Trustee in its discretion to take any other action hereunder which it may deem proper and which is not inconsistent with such direction by Bondholders.

SECTION 7.09. INDIVIDUAL BONDHOLDER ACTION RESTRICTED. (a) No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement hereof or for the execution of any trust hereunder or for any remedy hereunder unless:

(i) a Bond Indenture Event of Default has occurred and is continuing (A) under subsection (a) or (b) of Section 7.01 hereof of which the Bond Trustee is deemed to have notice, or (B) under subsection (c) or (d) of Section 7.01 hereof as to which the Bond Trustee has actual knowledge or as to which the Bond Trustee has been notified in writing;

(ii) the Holders of at least 25 percent in aggregate principal amount of Bonds Outstanding shall have made written request to the Bond Trustee to proceed

to exercise the powers granted herein or to institute such action, suit or proceeding in its own name;

(iii) such Bondholders shall have offered the Bond Trustee indemnity as provided in Section 8.02 hereof;

(iv) the Bond Trustee shall have failed or refused to exercise the powers herein granted or to institute such action, suit or proceedings in its own name for a period of 30 days after receipt by it of such request and offer of indemnity; and

(v) during such 30-day period no direction inconsistent with such written request has been delivered to the Bond Trustee by the Holders of a majority in aggregate principal amount of Bonds then Outstanding in accordance with Section 7.08 hereof.

(b) No one or more Holders of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security hereof or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Holders of all Bonds Outstanding.

(c) Nothing contained herein shall affect or impair, or be construed to affect or impair, the right of the Holder of any Bond (i) to receive payment of the principal of or interest on such Bond on or after the due date thereof or (ii) to institute suit for the enforcement of any such payment on or after such due date; provided, however, no Holder of any Bond may institute or prosecute any such suit or enter judgment therein if, and to the extent that, the institution or prosecution of such suit or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien hereof on the moneys, funds and properties pledged hereunder for the equal and ratable benefit of all Holders of Bonds.

SECTION 7.10. TERMINATION OF PROCEEDINGS. In case any proceeding taken by the Bond Trustee on account of a Bond Indenture Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Bond Trustee or to the Bondholders, then the Issuer, the Bond Trustee and the Bondholders shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Bond Trustee and the Bondholders with respect to subsequent Bond Indenture Events of Default shall continue as if no such proceeding had been taken.

SECTION 7.11. WAIVER OF BOND INDENTURE EVENT OF DEFAULT. (a) No delay or omission of the Bond Trustee or of any Holder of the Bonds to exercise any right or power accruing upon any Bond Indenture Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Bond Indenture Event of Default or an acquiescence therein. Every power and remedy given by this

Article VII to the Bond Trustee and the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient by them.

(b) The Bond Trustee may waive any Bond Indenture Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions hereof, or before the completion of the enforcement of any other remedy hereunder.

(c) Notwithstanding anything contained herein to the contrary, the Bond Trustee, upon the written request of the Holders of at least a majority of the aggregate principal amount of Bonds then Outstanding, shall waive any Bond Indenture Event of Default hereunder and its consequences; *provided, however*, that, except under the circumstances set forth in Section 7.02(b) hereof, a default in the payment of the principal amount of, premium, if any, or interest on any Bond, when the same shall become due and payable by the terms thereof or upon call for redemption, may not be waived without the written consent of the Holders of all the Bonds at the time Outstanding.

(d) In case of any waiver by the Bond Trustee of a Bond Indenture Event of Default hereunder, the Issuer, the Bond Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other Bond Indenture Event of Default or impair any right consequent thereon. The Bond Trustee shall not be responsible to any one for waiving or refraining from waiving any Bond Indenture Event of Default in accordance with this Section.

SECTION 7.12. NOTICE OF DEFAULT. (a) Promptly, but in any event within 30 days after (i) the occurrence of a Bond Indenture Event of Default under Section 7.01(a) or (b) hereof, of which the Bond Trustee is deemed to have notice, or (ii) receipt, in writing, by the Bond Trustee at its Corporate Trust Office from the Issuer or the Borrower or the Holders of 25 percent or more in aggregate principal amount of the Bonds then Outstanding of actual knowledge by a corporate trust officer of notice of a Bond Indenture Event of Default under Section 7.01(c) or (d) hereof, the Bond Trustee shall, unless such Bond Indenture Event of Default shall have theretofore been cured, give written notice thereof by first class mail to each Holder of a Bond then Outstanding; *provided* that, except in the case of a default in the payment of principal amounts, Sinking Fund Account Requirements, or the Redemption Price of or interest on any of the Bonds, the Bond Trustee may withhold such notice to such Holders if, in its sole judgment, it determines that the withholding of such notice is in the best interests of the Bondholders.

(b) The Bond Trustee shall promptly notify the Master Trustee, the Issuer and the Borrower of (i) the occurrence of a Bond Indenture Event of Default under Section 7.01(a) or (b) hereof and (ii) when the Bond Trustee has received actual knowledge or

notice, in writing or otherwise, of a Bond Indenture Event of Default under Section 7.01(c) or (d) hereof.

SECTION 7.13. LIMITATION OF THE ISSUER'S LIABILITY. No agreements or provisions contained herein nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Project or the issuance, sale and delivery of the Bonds shall give rise to any pecuniary liability of the Issuer or a charge against its general credit, or shall obligate the Issuer financially in any way, except with respect to the Pledged Revenues and their application as provided herein. No failure of the Issuer to comply with any term, covenant or agreement herein or in any document executed by the Issuer in connection with the Project, shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered solely from the Pledged Revenues. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, and subject to Section 7.09 hereof, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement herein; provided, that no costs, expenses or other monetary relief shall be recoverable from the Issuer except as may be payable solely from the Pledged Revenues.

SECTION 7.14. LIMITATIONS ON REMEDIES. It is the purpose and intention of this Article VII to provide rights and remedies to the Bond Trustee and Bondholders which may be lawfully granted under the provisions of the Act, but should any right or remedy herein granted be held to be unlawful, the Bond Trustee and the Bondholders shall be entitled as above set forth, to every other right and remedy provided in this Bond Indenture and by law.

ARTICLE VIII

THE BOND TRUSTEE

SECTION 8.01. ACCEPTANCE OF TRUST; GENERAL. By execution hereof, the Bond Trustee shall evidence the acceptance of the powers, duties and obligations of the Bond Trustee as set forth herein and in the Agreement, but only upon the terms and conditions set forth herein. All Bonds shall be authenticated by the Authenticating Agent before delivery in the manner and form provided herein. The Bond Trustee shall have no duty, responsibility or obligation for the issuance of Bonds or for the validity or exactness hereof, or of any other document relating to such issuance. The Bond Trustee shall have no duty, responsibility or obligation for the payment of Bonds except for payment in accordance with the terms and provisions hereof from, and to the extent of, funds which are held in trust by the Bond Trustee for the purpose of such payment. The Bond Trustee hereby agrees to the provisions of the Agreement relating to it. Every provision of this Bond Indenture relating to the Bond Trustee and its conduct or executing its obligations shall be subject to this Article VIII.

The Bond Trustee shall have no liability for any act or omission to act hereunder, or under any other instrument or document executed pursuant hereto except for the Bond Trustee's own negligence or willful misconduct. The duties and obligations of the Bond Trustee shall be determined solely by the express provisions hereof and of the Agreement and no implied covenants or obligations against the Bond Trustee shall be read into this Bond Indenture or the Agreement. The permissive rights of the Bond Trustee to do things enumerated in this Bond Indenture shall not be construed as a duty. The Bond Trustee shall, prior to any event of default and after the curing of all events of default which may have occurred, perform such duties and only such duties as are specifically set forth in this Bond Indenture, and no implied covenants or duties shall be read into this Bond Indenture against the Bond Trustee. The Bond Trustee shall, during the existence of any event of default which has not been cured, exercise such of the rights and powers vested in it by this Bond Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his own business affairs

The Bond Trustee shall not be required to expend or risk its own funds or otherwise incur individual liability in the performance of any of its duties or in the exercise of any of its rights or powers as the Bond Trustee. The Bond Trustee shall not be required to give any bond or surety under this Bond Indenture.

Any corporation or association into which the Bond Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor Bond Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Borrower shall be responsible for filing any financial statements, amendments, continuations, or terminations to be filed in conjunction with the execution and delivery of this Bond Indenture, and shall provide the Bond Trustee with any filed copies thereof. The Bond Trustee shall not be required to take any actions to continue any financing statements filed in conjunction with the execution and delivery of this Bond Indenture and as to which the Bond Trustee is provided a filed copy thereof by the Borrower.

SECTION 8.02. THE BOND TRUSTEE NOT REQUIRED TO TAKE ACTION UNLESS INDEMNIFIED. Except as expressly required herein or in the Agreement, the Bond Trustee shall neither be required to institute any suit or action or other proceeding hereunder or appear in any suit or action or other proceeding in which it

may be a defendant or plaintiff, at the direction of the Issuer or the Holders, or to take any steps to enforce its rights and expose it to liability, nor shall the Bond Trustee be deemed liable for failure to take any such action, unless and until it shall have been indemnified, to its satisfaction, against any and all reasonable costs, expenses, outlays, counsel fees and expenses and other fees, other disbursements including its own reasonable fees and against all liabilities and damages. The Bond Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else which in its judgment is proper to be done by it as the Bond Trustee, without prior assurance of indemnity, and in such case the Borrower shall reimburse the Bond Trustee for all reasonable out-of-pocket costs, expenses, outlays, counsel fees and expenses and other fees, and other reasonable disbursements including its own reasonable fees, and for all liabilities and damages suffered by the Bond Trustee in connection therewith, except for liabilities or damages directly caused by the Bond Trustee's negligence or willful misconduct. If the Bond Trustee begins, appears in or defends such a suit, the Bond Trustee shall give reasonably prompt notice of such action to the Issuer and the Borrower, and shall give such notice prior to taking such action if possible. If the Borrower shall fail to make such reimbursement, the Bond Trustee, subject to the limitations in Section 8.08 hereof, may reimburse itself from any surplus money created hereby; *provided, however*, that if the Bond Trustee shall collect any amounts or obtain a judgment, decree or recovery, by exercising the remedies available to it hereunder, the Bond Trustee shall have a first claim upon the amount recovered for payment of its reasonable costs, expenses and fees incurred (including attorneys' fees for all actions including bankruptcy proceedings).

SECTION 8.03. EMPLOYMENT OF EXPERTS. The Bond Trustee may execute any of the trusts or powers hereof and perform any of its duties hereunder by or through agents, attorneys, receivers or employees. The Bond Trustee is hereby authorized to employ as its agents such attorneys at law, certified public accountants and recognized authorities in their fields (who are not employees of the Bond Trustee), and such other agents as it may deem necessary to carry out any of its obligations hereunder, and shall be reimbursed by the Borrower for all reasonable out-of-pocket expenses and charges in so doing. The Bond Trustee shall not be responsible for any misconduct or negligence of any such agent appointed with due care by the Bond Trustee.

The Bond Trustee may consult with counsel, and the written advice of such counsel with respect to any Opinion of Counsel shall be full and complete authorization and protection in respect to any action taken or not taken by the Bond Trustee hereunder in good faith and in reliance thereon.

SECTION 8.04. ENFORCEMENT OF PERFORMANCE BY OTHERS. It shall not be the duty of the Bond Trustee, except as herein or in the Agreement provided, to see that any duties and obligations herein imposed upon the Issuer or the Borrower are performed.

SECTION 8.05. RIGHT TO DEAL IN BONDS AND TAKE OTHER ACTIONS. The Bond Trustee may in good faith buy, sell or hold and deal in any Bonds with like effect as if it were not such Bond Trustee and may commence or join in any action which a Holder is entitled to take with like effect as if the Bond Trustee were not the Bond Trustee. It is understood and agreed that no provision hereof or of the Agreement is to be construed to limit or restrict the right of the Bond Trustee to engage in such business with the Issuer, the Master Trustee, the Borrower or any Holder. So engaging in such business shall not, in and of itself, and so long as the Bond Trustee duly performs all of its duties as required hereby and by the Agreement, constitute a breach of trust on the part of the Bond Trustee.

SECTION 8.06. REMOVAL AND RESIGNATION OF THE BOND TRUSTEE. The Bond Trustee may resign or may be removed at any time by an instrument or instruments in writing signed by the Holders of not less than a majority of the principal amount of Bonds then Outstanding (for purposes of this sentence, DTC shall not be deemed a Holder of the Bonds, but rather the Beneficial Owner shall be deemed to be such Holder(s) of the Bonds). Written notice of such resignation or removal shall be given to the Issuer and the Borrower and such resignation or removal shall take effect upon the appointment and qualification of a successor Bond Trustee. In the event a successor Bond Trustee has not been appointed and qualified within 60 days of the date notice of resignation is given, the Bond Trustee, the Issuer or the Borrower may apply to any court of competent jurisdiction for the appointment of a successor Bond Trustee to act until such time as a successor is appointed as provided in this Section.

If the Bond Trustee has or shall acquire any conflicting interest, it shall, within 90 days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in this Section. Notwithstanding the preceding sentence, the Bond Trustee shall not be required to eliminate any such conflicting interest or to resign in the event that the duty of the Bond Trustee and its interest as trustee of another trust (including, without limitation, the trust created by the Master Indenture) conflict in the exercise of any trust power hereunder as Bond Trustee, if the Bond Trustee obtains prior court authorization pursuant to Section 737.403, Florida Statutes (or any applicable successor statute) to exercise such power. A conflicting interest shall not be deemed to have arisen by virtue of a commercial banking relationship between the Obligated Group and the Bond Trustee or any of its affiliates or because the Bond Trustee may also serve as the Master Trustee.

In the event of the resignation or removal of the Bond Trustee or in the event the Bond Trustee is dissolved or otherwise becomes incapable to act as the Bond Trustee, the Borrower shall be entitled to appoint a successor Bond Trustee so long as no Event of Default has occurred and is continuing, and otherwise by the Issuer (at the written direction and expense of the Borrower). In such event, the successor Bond Trustee shall cause notice to be mailed to the Holders of all Bonds then Outstanding.

If the Holders of a majority of the principal amount of Bonds then Outstanding object to the successor Bond Trustee so appointed by the Borrower and if such Holders designate another Person qualified to act as the Bond Trustee, the Issuer (at the written direction and expense of the Borrower) shall then appoint as the Bond Trustee the Person so designated by the Holders.

In addition, the Bond Trustee may be removed at any time with or without cause, at the written direction and expense of the Borrower, so long as no Agreement Event of Default or Bond Indenture Event of Default or event which, but for any applicable grace period, would constitute an Agreement Event of Default or Bond Indenture Event of Default, shall have occurred and be continuing.

Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Bond Trustee shall be a trust company or bank having the powers of a trust company as to trusts, qualified to do and doing trust business in the State and having an officially reported combined capital, surplus, undivided profits and reserves aggregating at least $50,000,000, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Every successor Bond Trustee howsoever appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Borrower an instrument in writing, accepting such appointment hereunder, and thereupon such successor Bond Trustee, without further action, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, and such predecessor shall execute and deliver an instrument transferring to such successor Bond Trustee all the rights, powers and trusts of such predecessor. The predecessor Bond Trustee shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Bond Trustee. The predecessor Bond Trustee shall promptly deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Bond Trustee. The predecessor Bond Trustee shall deliver all assets in the funds and accounts established under this Bond Indenture to the successor Bond Trustee.

Each successor Bond Trustee, not later than 10 days after its assumption of the duties hereunder, shall mail a notice of such assumption to each Holder of a registered Bond.

SECTION 8.07. PROOF OF CLAIM. The Bond Trustee shall have the right and power to act in its name or in the name and place of the Issuer or Holders to make proof of claim in any proceeding, bankruptcy, reorganization or otherwise where proof of claim may be required. Any amount recovered by the Bond Trustee as a result of any such claim, after payment of all fees (including reasonable attorneys' fees), costs,

expenses and advances incurred by the Bond Trustee or its agents in pursuing such claim, shall be for the equal benefit of all of the Holders of Bonds Outstanding.

SECTION 8.08. BOND TRUSTEE'S FEES AND EXPENSES. Any provision hereof to the contrary notwithstanding, if the Borrower fails to make any payment properly due the Bond Trustee for its reasonable fees and out-of-pocket costs, expenses and fees of attorneys, certified public accountants, recognized authorities in their field and agents (not employees of the Bond Trustee) incurred in performance of its duties, the Bond Trustee may reimburse itself from any surplus moneys on hand in any Fund or Account created pursuant hereto.

SECTION 8.09. RELIANCE UPON DOCUMENTS. The Bond Trustee may rely upon and shall be protected in acting or refraining from acting in reliance upon any document, including but not limited to any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper officials of the Issuer (*i.e.*, an Issuer representative), the Borrower, the Holders or agents or attorneys of the Holders; provided, in the case of any such document specifically required to be furnished to the Bond Trustee hereby or by the Agreement, the Bond Trustee shall be under a duty to examine the same to determine whether or not it conforms to the requirements hereof or of the Agreement. The Bond Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond or other paper or document submitted to the Bond Trustee, however, the Bond Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit. Whenever in the administration hereof, the Bond Trustee shall deem it desirable that a matter be proven or established prior to taking or not taking any action hereunder, the Bond Trustee (unless other evidence be specifically prescribed herein or in the Agreement) may rely upon any document provided for in this Section.

Except where other evidence is required hereby, any request or direction of the Issuer or the Borrower mentioned herein shall be sufficiently evidenced by a certified copy of such request executed by an Issuer Borrower or the Borrower Officer, as the case may be.

SECTION 8.10. RECITALS AND REPRESENTATIONS. The recitals, statements and representations contained herein, in the Agreement or in any Bond (excluding the Authenticating Agent's authentication on the Bonds) shall be taken and construed as made by and on the part of either the Issuer or the Borrower, as the case may be, and not by the Bond Trustee, and the Bond Trustee neither assumes nor shall be under any responsibility for the correctness of the same.

The Bond Trustee makes no representation as to, and is not responsible for, the validity or sufficiency hereof, of the Agreement or, except as herein required, the filing or recording or registering of any document. The Bond Trustee shall be deemed not to have made representations as to the security afforded hereby or hereunder or by or under the Agreement or as to the validity or sufficiency of such document. The Bond Trustee shall not be concerned with or accountable to anyone for the use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof or the Agreement. The Bond Trustee shall not be responsible or liable for any loss suffered in connection with the investment of any funds made by it in accordance with the provisions hereof.

The Bond Trustee shall not be required to take notice or be deemed to have notice of any Bond Indenture Event of Default hereunder except default in the deposits or payments specified hereunder or under the Agreement, or failure by the Issuer or any Member of the Obligated Group to file with it any of the documents required, or to deposit with it evidence of the insurance policies required hereunder or under the Master Indenture, or any other event of which an officer of the Bond Trustee with responsibility for administering the Bonds has actual knowledge and which, with the giving of notice or lapse of time or both would constitute a Bond Indenture Event of Default, a default under the Agreement or a Master Indenture Event of Default, unless the Bond Trustee shall be specifically notified in writing of such default by the Borrower, by the Issuer or by any Holder of Bonds Outstanding hereunder, and all notices or other instruments required by this Bond Indenture to be delivered to the Bond Trustee must, in order to be effective, be delivered at the designated office of the Bond Trustee, and in the absence of such notice so delivered, the Bond Trustee may conclusively assume that there is no Bond Indenture Event of Default except as aforesaid.

SECTION 8.11. DESTRUCTION OF BONDS. Upon payment of or surrender to the Bond Trustee for cancellation of any Bond, the Bond Trustee shall destroy such Bond. At least annually the Bond Trustee shall deliver a certificate of such destruction to the Borrower and the Issuer. Upon surrender of any Bond to a Paying Agent for payment, such Bond shall be cancelled by the Paying Agent and delivered to the Bond Trustee for destruction.

SECTION 8.12. REPORTS. The Bond Trustee shall, not later than the tenth (10th) Business Day of each month, prepare and submit to the Borrower reports covering all moneys received and all payments, expenditures and investments made as the Bond Trustee hereunder since the last previous such report.

SECTION 8.13. RIGHTS, IMMUNITIES AND DUTIES OF PAYING AGENT, REGISTRAR AND AUTHENTICATING AGENT. The Paying Agent, Registrar and Authenticating Agent undertake to perform only such duties as are expressly set forth herein. The rights and immunities (including, without limitation, the right to indemnity) set forth in this Article VIII shall extend to and govern the duties and

obligations of any Paying Agent, Registrar and Authenticating Agent and the Paying Agent, Registrar and Authenticating Agent shall each be entitled to be reimbursed for its reasonable fees and out-of-pocket costs and expenses (including counsel fees and expenses) incurred in connection with its duties hereunder. Any Paying Agent, Registrar and Authenticating Agent may at any time resign and be discharged of the duties and obligations created by this Bond Indenture by giving at least 60 days written notice to the Issuer, the Bond Trustee and the other Paying Agents. Any Paying Agent, Registrar or Authenticating Agent may be removed at any time by an instrument filed with such Paying Agent, Registrar or Authenticating Agent and the Bond Trustee and signed by the Borrower. Any financial institution may be named as a Paying Agent, Registrar or Authenticating Agent by an instrument filed with such financial institution and the Bond Trustee and signed by the Borrower. In the event of the resignation or removal of any Paying Agent, Registrar or Authenticating Agent such Paying Agent, Registrar or Authenticating Agent shall pay over, assign and deliver any moneys held by it as Paying Agent, Registrar or Authenticating Agent to its successor, or if there be no successor, to the Bond Trustee. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, Registrar or Authenticating Agent, the Bond Trustee shall act as such.

ARTICLE IX

THE PAYING AGENT

SECTION 9.01. THE PAYING AGENT. (a) The Bond Trustee is hereby appointed the Paying Agent. Each Paying Agent appointed in accordance with this Bond Indenture shall designate its Corporate Trust Office and signify its acceptance of the duties and obligations imposed upon it as described herein by a written instrument of acceptance delivered to the Issuer, the Bond Trustee and the Borrower under which each Paying Agent will agree, particularly to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Bond Trustee and the Borrower.

(b) So long as no Event of Default has occurred and continuing, each successor Paying Agent shall be appointed by the Borrower, and otherwise by the Issuer. Each Paying Agent shall be a commercial bank or trust company duly organized under the laws of the United States of America or any state or territory thereof having a combined capital stock, surplus and undivided profits of at least $25,000,000 and authorized by law to perform all the duties imposed upon it by this Bond Indenture. Subject to the next succeeding paragraph, any Paying Agent may resign at any time, and be discharged of the duties and obligations created by this Bond Indenture by giving at least 60 days' written notice to the Issuer, the Borrower and the Bond Trustee. Subject to the next succeeding paragraph, any Paying Agent may be removed at any time, by an instrument signed by the Borrower and filed with the Bond Trustee and the Issuer.

Upon the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys and/or Bonds held by it in such capacity to its successor. In the event of the resignation of a Paying Agent who is also serving in the capacity of Bond Trustee, the Bond Trustee shall also tender its resignation in accordance with the provisions of this Bond Indenture. No such resignation or removal shall be effective until a successor has been appointed and accepted such duties.

(c) Any corporation, association, partnership or firm which succeeds to the business of the Paying Agent as a whole or substantially as a whole, whether by sale, merger, consolidation or otherwise, shall thereby become vested with all the properties, rights and powers of such Paying Agent hereunder.

(d) In the event that the Paying Agent shall resign, be removed or be dissolved, or if the properties or affairs of the Paying Agent shall be taken under control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Borrower shall not have appointed its successor, the Issuer (at the written direction and expense of the Borrower) shall appoint a successor and, if no appointment is made within 30 days, the Paying Agent shall apply to a court of competent jurisdiction for such appointment.

SECTION 9.02. ACTIONS OF PAYING AGENT. The Paying Agent may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholders may be entitled to take with like effect as if such entity were not appointed to act in such capacity under this Bond Indenture.

ARTICLE X

SUPPLEMENTS

SECTION 10.01. SUPPLEMENTS NOT REQUIRING CONSENT OF BONDHOLDERS. The Issuer (at the written direction and expense of the Borrower) and the Bond Trustee may, without the consent of or notice to any of the Holders, but only with the consent of the Borrower as to paragraphs (c), (d), (f), (g) and (h) below, enter into one or more Supplements for one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission herein;

(b) to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising hereunder which shall not materially adversely affect the interests of the Holders or the Borrower;

(c) to grant or confer upon the Holders any additional rights, remedies, powers or authority that may lawfully be granted or conferred upon them;

(d) to secure additional revenues or provide additional security or reserves for payment of the Bonds;

(e) to preserve the exemption of the interest income borne on the Bonds from federal income taxes;

(f) to implement any amendments or supplements necessary or appropriate to conform to amendments or supplements to the Master Indenture permitted by the Master Indenture;

(g) to qualify this Bond Indenture under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect;

(h) to discontinue the book-entry only system of registration of the Bonds;

(i) to obtain or maintain a rating on the Bonds; and

(j) any other amendments that do not materially or adversely affect the rights of the Bondholders or the security for the Bonds.

SECTION 10.02. SUPPLEMENTS REQUIRING CONSENT OF BONDHOLDERS. (a) Other than Supplements referred to in Section 10.01 hereof and subject to the terms and provisions and limitations contained in this Article X and not otherwise, the Borrower and the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Bond Trustee of such Supplements as shall be deemed necessary and desirable by the Issuer (at the written direction and expense of the Borrower) for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein; *provided*, *however*, nothing in this Section shall permit or be construed as permitting a Supplement which would:

(i) extend the stated maturity of or time for paying interest on any Bond or reduce the principal amount of or the redemption premium or rate of interest payable on any Bond without the consent of the Holder of such Bond;

(ii) prefer or give a priority to any Bond over any other Bond without the consent of the Holder of each Bond then Outstanding not receiving such preference or priority; or

(iii) reduce the aggregate principal amount of Bonds then Outstanding the consent of the Holders of which is required to authorize such Supplement without the consent of the Holders of all Bonds then Outstanding.

(b) If at any time the Issuer shall request the Bond Trustee to enter into a Supplement pursuant to this Section, the Bond Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplement to be mailed by first class mail, postage prepaid, to all Holders of Bonds then Outstanding at their addresses as they appear on the registration books herein provided for. The Bond Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to mail, or the failure of such Bondholder to receive, the notice required by this Section, and any such failure shall not affect the validity of such Supplement when consented to and approved as provided in this Section. Such notice shall briefly set forth the nature of the proposed Supplement and shall state that copies thereof are on file at the Corporate Trust Office of the Bond Trustee for inspection by all Bondholders.

(c) If within such period, as shall be prescribed by the Borrower, following the mailing of such notice, the Bond Trustee shall receive an instrument or instruments purporting to be executed by the Holders of not less than the aggregate principal amount or number of Bonds specified in Section 10.02(a) for the Supplement in question which instrument or instruments shall refer to the proposed Supplement described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Bond Trustee, thereupon, but not otherwise, the Bond Trustee may execute such Supplement in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

(d) Any such consent shall be binding upon the Holder of the Bond giving such consent and upon any subsequent Holder of such Bond and of any Bond issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Holder of such Bond giving such consent or by a subsequent Holder thereof by filing with the Bond Trustee, prior to the execution by the Bond Trustee of such Supplement, such revocation. At any time after the Holders of the required principal amount or number of Bonds shall have filed their consents to the Supplement, the Bond Trustee shall make and file with the Issuer a written statement to that effect. Such written statement shall be conclusive that such consents have been so filed.

(e) If the Holders of the required principal amount or number of the Bonds Outstanding shall have consented to and approved the execution of such Supplement as herein provided, no Holder of any Bond shall have any right to object to the execution thereof, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Bond Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof.

SECTION 10.03. EXECUTION AND EFFECT OF SUPPLEMENTS. (a) In executing any Supplement permitted by this Article X, the Bond Trustee and the Issuer shall be entitled to receive and to rely upon an Opinion of Bond Counsel stating that the execution of such Supplement is authorized or permitted hereby and does not adversely impact the tax-exempt status of the interest on the Bonds. The Bond Trustee and the Issuer may, but shall not be obligated to, enter into any such Supplement which affects the rights, duties or immunities of each.

(b) So long as no Bond Indenture Event of Default exists and the Borrower is not in default under the Agreement, the Master Indenture, Supplemental Indenture for Obligation No. 2 or Obligation No. 2, any Supplement under this Article X which adversely affects the rights of the Borrower under the Agreement shall not become effective unless and until the Borrower shall have consented in writing to the execution and delivery of such Supplement. In this regard the Bond Trustee shall cause notice of the proposed execution and delivery of any such Supplement, together with a copy of the proposed Supplement, to be delivered to the Borrower at least 15 days prior to the date of its proposed execution and delivery, in the case of a Supplement referred to in Section 10.01 hereof and not later than the date of mailing of the notice of the proposed execution and delivery in the case of a Supplement referred to in Section 10.02 hereof.

(c) Upon the execution and delivery of any Supplement in accordance with this Article X, the provisions hereof and in the Bonds relating thereto shall be modified in accordance therewith and such Supplement shall form a part hereof for all purposes and every Holder of a Bond theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

(d) Any Bond authenticated and delivered after the execution and delivery of any Supplement in accordance with this Article X may, and if required by the Issuer or the Bond Trustee shall, bear a notation in form approved by the Issuer and Bond Trustee as to any matter provided for in such Supplement. If the Issuer shall so determine, new Bonds so modified as to conform in the Opinion of Bond Counsel to any such Supplement may be prepared and executed by the Issuer and authenticated and delivered by the Authenticating Agent in exchange for and upon surrender of Bonds then Outstanding.

SECTION 10.04. AMENDMENTS TO AGREEMENT NOT REQUIRING CONSENT OF BONDHOLDERS. The Issuer (at the written direction and expense of the Borrower) and the Bond Trustee may, without the consent of or notice to any of the Holders, consent to and join in the execution and delivery by the Borrower of any amendment, change or modification of the Agreement as may be required (i) by the provisions hereof or of the Agreement; (ii) to cure any ambiguity or formal defect or omission therein; (iii) to preserve the exemption of the interest borne on the Bonds from federal income taxes; or (iv) in connection with any other change therein as to which there is filed with the Bond Trustee and the Issuer either an Opinion of Counsel or other

appropriate consultant stating that the proposed change will not adversely affect the interests of the Holders.

SECTION 10.05. AMENDMENTS TO AGREEMENT REQUIRING CONSENT OF BONDHOLDERS. (a) Except for amendments, changes or modifications to the Agreement referred to in Section 10.04 hereof, the Issuer (at the written direction and expense of the Borrower) and the Bond Trustee may consent to and join in the execution and delivery by the Borrower of any amendment, change or modification to the Agreement only upon the consent of not less than a majority in aggregate principal amount of Bonds then Outstanding given as provided in this Section; *provided, however*, no such amendment, change or modification may affect the obligation of the Borrower to make payments under Obligation No. 2 or reduce the amount of or extend the time for making such payments without the consent of the Holders of all Bonds then Outstanding.

(b) If at any time the Issuer and the Borrower shall request the consent of the Bond Trustee and the Bondholders to any such amendment, change or modification to the Agreement, the Bond Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed amendment, change or modification to be given in the same manner as provided in Section 10.02 hereof with respect to Supplements hereto. Such notice shall briefly set forth the nature of the proposed amendment, change or modification and shall state that copies thereof are on file at the Corporate Trust Office of the Bond Trustee for inspection by all Bondholders.

(c) If the consent to and approval of the execution of such amendment, change or modification is given by the Holders of not less than the aggregate principal amount of Bonds specified in subsection (a) in the manner as provided by Section 10.02 hereof with respect to Supplements hereto, but not otherwise, such amendment, change or modification may be consented to, executed and delivered upon the terms and conditions and with like binding effect upon the Holders as provided in Sections 10.02 and 10.03 hereof with respect to Supplements hereto.

ARTICLE XI

SATISFACTION AND DISCHARGE

SECTION 11.01. DISCHARGE. If payment of all principal of, premium, if any, and interest on the Bonds in accordance with their terms and as provided herein is made, or is provided for in accordance with this Article XI, and if all other sums payable by the Issuer hereunder shall be paid or provided for, then the liens, estates and security interests granted hereby shall cease. Thereupon, upon the request of the Issuer (at the written direction and expense of the Borrower), and upon receipt by the Bond Trustee of an Opinion of Bond Counsel stating that all conditions precedent to the satisfaction and discharge of the lien hereof have been satisfied, the Bond Trustee shall execute and

deliver proper instruments prepared by or on behalf of the Issuer acknowledging such satisfaction and discharging the lien hereof and the Bond Trustee shall transfer all property held by it hereunder, other than moneys or obligations held by the Bond Trustee for payment of amounts due or to become due on the Bonds or to the Bond Trustee, to the Issuer, the Borrower or such other Person as may be entitled thereto as their respective interests may appear. Such satisfaction and discharge shall be without prejudice to the rights of the Bond Trustee thereafter to charge and be compensated or reimbursed for services rendered and expenditures incurred in connection herewith.

The Issuer (at the written direction and expense of the Borrower) or the Borrower may at any time surrender to the Bond Trustee for cancellation any Bonds previously authenticated and delivered which the Issuer or the Borrower may have acquired in any manner whatsoever and such Bond upon such surrender and cancellation shall be deemed to be paid and retired.

SECTION 11.02. PROVIDING FOR PAYMENT OF BONDS. Payment of any or all of the Bonds may be provided for by the deposit with the Bond Trustee of moneys or non-callable Government Obligations or Advance-Refunded Municipal Bonds, or any combination thereof. The moneys and the maturing principal and interest income on such non-callable Government Obligations or Advance-Refunded Municipal Bonds, if any, shall be sufficient to pay when due the principal or Redemption Price of and interest on such Bonds. The moneys, non-callable Government Obligations and Advance-Refunded Municipal Bonds shall be held by the Bond Trustee irrevocably in trust for the Holders of such Bonds solely for the purpose of paying the principal or Redemption Price of and interest on such Bonds as the same shall mature, come due or become payable upon prior redemption, and, if applicable, upon simultaneous direction, expressed to be irrevocable, to the Bond Trustee as to the dates upon which any such Bonds are to be redeemed prior to their respective maturities.

In connection with any advance refunding or defeasance of the Bonds, there shall be delivered to the Bond Trustee a verification report of an independent firm of certified public accountants, as to the adequacy and sufficiency of the escrow so established. Such verification report shall be delivered and addressed to the Issuer and the Bond Trustee. Also, in connection with any such advance refunding or defeasance an Opinion of Bond Counsel shall be delivered and addressed to the Issuer and the Bond Trustee to the effect that the Bonds are no longer Outstanding under this Bond Indenture.

If payment of the Bonds is so provided for, the Bond Trustee shall mail a notice within 30 days thereafter so stating to each Holder of a Bond.

Bonds the payment of which has been provided for in accordance with this Section shall no longer be deemed Outstanding hereunder or secured hereby. Bonds shall be deemed Outstanding under this Bond Indenture unless and until they are in fact paid in full and retired or the defeasance requirements set forth in this Section are satisfied. The

obligation of the Issuer in respect of such Bonds shall nevertheless continue, but the Holders thereof shall thereafter be entitled to payment only from the moneys, Government Obligations or Advance-Refunded Municipal Bonds deposited with the Bond Trustee to provide for the payment of such Bonds.

No Bond may be so provided for if, as a result thereof or of any other action in connection with which the provision for payment of such Bond is made, the interest payable on any Bond is made subject to federal income taxes. The Bond Trustee may rely upon an Opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that the provisions of this paragraph will not be breached by so providing for the payment of any Bonds.

SECTION 11.03. PAYMENT OF BONDS AFTER DISCHARGE. Notwithstanding the discharge of the lien hereof as in this Article XI provided, the Bond Trustee shall nevertheless retain such rights, powers and duties hereunder as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer, exchange and replacement of Bonds as provided herein. Nevertheless, any moneys held by the Bond Trustee or any Paying Agent for the payment of the principal of, premium, if any, or interest on any Bond remaining unclaimed for five years after the principal of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be paid to the Borrower and the Holders of any Bonds not theretofore presented for payment shall thereafter be entitled to look only to the Obligated Group for payment thereof as unsecured creditors and all liability of the Bond Trustee or any Paying Agent with respect to such moneys shall thereupon cease.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. EVIDENCE OF ACTS OF BONDHOLDERS. Any request, direction, consent or other instrument provided hereby to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes hereof and shall be conclusive in favor of the Bond Trustee and the Issuer, with regard to any action taken by them, or either of them, under such request or other instrument, namely:

(a) The fact and date of the execution by any Person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments in such jurisdiction, that the Person signing such writing

acknowledged before him the execution thereof, or by the affidavit of a witness of such execution; and

(b) The ownership of all Bonds shall be proved by the register of such Bonds maintained by the Registrar.

Nothing in this Section shall be construed as limiting the Bond Trustee to the proof herein specified, it being intended that the Bond Trustee may accept any other evidence of the matters herein stated which it may deem sufficient.

Any action taken or suffered by the Bond Trustee pursuant to any provision hereof, upon the request or with the assent of any Person who at the time is the Holder of any Bond or Bonds shall be conclusive and binding upon all future Holders of the same Bond or Bonds.

For so long as the Bonds are Book-Entry Bonds held by DTC as the registered owner thereof, in the event that any provision of this Bond Indenture or of the Agreement requires the procurement of the consent of all or a certain percentage of Holders or Bondholders, the Bond Trustee shall be entitled to rely (i) upon the written consent given by DTC as the registered owner of such Bonds, (ii) upon the written indication given by DTC that it has obtained the consent of the Beneficial Owners of the requisite principal amount of such Bonds or, (iii) if proof of beneficial ownership satisfactory to the Bond Trustee has been provided to the Bond Trustee, upon the written consent given by the Beneficial Owners of the requisite principal amount of such Bonds.

SECTION 12.02. LIMITATION OF RIGHTS. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Borrower and the Holders of the Bonds any legal or equitable right, remedy or claim under or in respect to this Bond Indenture or any covenants, conditions and provisions herein contained; this Bond Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Borrower and the Holders of the Bonds as herein provided.

SECTION 12.03. UNRELATED BONDS. Prior to the issuance of the Bonds the Issuer has issued, and subsequent to the issuance of the Bonds the Issuer may issue, bonds in connection with the financing or refinancing of other projects (said bonds together with any bonds heretofore and hereafter issued by the Issuer shall be referred to herein as the "Other Bonds"). Any pledge, mortgage or assignment made in connection with any Other Bonds shall be protected and any funds pledged or assigned for the payment of the Other Bonds will not be used for the payment of principal, premium, if any, or interest on the Bonds. Any pledge, mortgage or assignment made in connection with the Bonds shall be protected and no funds pledged or assigned for the payment of

the Bonds shall be used for the payment of principal, premium or interest on the Other Bonds or any other present or future bonds or obligations of the Issuer except as permitted hereby or by the Master Indenture.

SECTION 12.04. SEVERABILITY. If any one or more sections, clauses, sentences or parts hereof shall for any reason be questioned in any court of competent jurisdiction and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, or the Bonds issued pursuant hereto, but shall be confined to the specific sections, clauses, sentences and parts so adjudged.

SECTION 12.05. HOLIDAYS. When the date on which principal of or interest or premium on any Bond is due and payable is a day on which banking institutions at a place of payment on the Bonds are authorized or required by law to remain closed, payment may be made on Bonds presented at such place of payment on the next ensuing day on which banking institutions at such place are not authorized or required by law to remain closed with effect as though payment were made on the due date, and, if such payment is made, no interest shall accrue from and after such due date. When any other action is provided herein to be done on a day named or within a time period named, and the day or the last day of the period falls on a day other than a Business Day, it may be performed on the next ensuing Business Day with effect as though performed on the appointed day or within the specified period.

SECTION 12.06. GOVERNING LAW. This Bond Indenture and the Bonds are contracts made under the laws of the State and shall be governed and construed in accordance with such laws.

SECTION 12.07. NOTICES. (a) Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first class mail, postage prepaid (or by facsimile, promptly confirmed by first class mail) and addressed as follows:

(i) If to the Issuer, addressed to:

City of Pompano Beach, Florida
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Attention: City Manager
Telephone: (954) 786-4600
Facsimile:

With a copy to:

Office of City of Pompano Beach City Attorney
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Attention: City Attorney
Telephone: (954) 786-4600
Facsimile:

(ii) If to the Bond Trustee, addressed to:

U.S. Bank National Association
200 South Biscayne Blvd., Suite 1870
Miami, FL 33131
Attention: U.S. Bank Global Corporate Trust Services
Telephone: (305) 350-1750
Facsimile: (305) 350-1746

(iii) If to the registered Holder of a Bond, addressed to such Holder at the address shown on the registration books of the Registrar kept pursuant hereto.

(iv) If to the Borrower, addressed to:

John Knox Village of Florida, Inc.
651 S.W. 6th Street
Pompano Beach, Florida 33060
Attention: Chief Executive Officer and Chief Financial Officer
Telephone: (954) 783-4020
Facsimile: (954) 783-4097

(v) If to the Paying Agent, addressed to:

U.S. Bank National Association
200 South Biscayne Blvd., Suite 1870
Miami, FL 33131
Attention: U.S. Bank Global Corporate Trust Services
Telephone: (305) 350-1750
Facsimile: (305) 350-1746

(b) The Issuer, the Bond Trustee or the Borrower may from time to time by notice in writing to the others designate a different address or addresses for notices hereunder.

SECTION 12.08. COUNTERPARTS. This Bond Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

SECTION 12.09. IMMUNITY OF INDIVIDUALS. No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement herein against any past, present or future member, director, officer, employee, agent or consultant of the Issuer, whether directly or indirectly and all such liability of any such individual as such is hereby expressly waived and released as a condition of and in consideration for the execution hereof and the issuance of the Bonds.

SECTION 12.10. BINDING EFFECT. This instrument shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns subject to the limitations contained herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and on its behalf and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created the Bond Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized officer, all as of the day and year first above written.

(SEAL)

CITY OF POMPANO BEACH, FLORIDA

_____
[Mayor]

ATTEST:

_____
City Clerk

U.S. BANK NATIONAL ASSOCIATION, as Bond Trustee

_____
Assistant Vice President

Exhibit A

(Form of Series 2015 Bond)

United States of America

State of Florida

City of Pompano Beach, Florida
Revenue Bonds (John Knox Village Project), Series 2015

No. R-____ $_____

BOND DATE: _____, 2015

MATURITY DATE: September 1, ____

INTEREST RATE: ___%

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM: $_____

CUSIP: _____

KNOW ALL MEN BY THESE PRESENTS that the City of Pompano Beach, Florida (the "Issuer"), a municipal corporation of the State of Florida, created and existing under the Constitution and laws of the State of Florida, for value received hereby acknowledges itself obligated to, and promises to pay, but only out of the sources pledged for that purpose as hereinafter provided, and not otherwise, to the Registered Owner stated above, or registered assigns, on the Maturity Date stated above, the Principal Sum stated above, and to pay interest on the unpaid balance of said Principal Sum from the Bond Date stated above at the interest rate per annum as provided in the Bond Indenture, payable on the Interest Payment Dates as provided in the Bond Indenture in each year until maturity or until the date fixed for redemption if this bond is called for prior redemption and payment on such date is provided for.

Interest accruing on this bond on and prior to the Maturity Date hereof shall be payable by check drawn upon U.S. Bank National Association, as Paying Agent (the "Paying Agent") and mailed to the registered holder hereof as of the Record Date (as referenced in the Bond Indenture) at the address of such holder as it appears on the books of the Registrar on the date such interest comes due or by wire transfer to the holder of at least $1,000,000 aggregate principal amount of bonds to the address designated by such

holder to the Registrar at or prior to the close of business on the Record Date for such payment. Principal shall be paid when due upon presentation and surrender of this bond for payment at the Corporate Trust Office of the Paying Agent.

This Bond is one of an issue of bonds in the aggregate principal amount of $_____ designated "City of Pompano Beach, Florida Revenue Bonds (John Knox Village Project), Series 2015 (the "Bonds") authorized and issued to provide funds to aid in the financing and reimbursing of the cost of certain senior living and health care facilities owned or to be owned and operated by John Knox Village of Florida, Inc., a Florida not-for-profit corporation (the "Borrower") and for other authorized purposes, all pursuant to the Bond Indenture dated as of February 1, 2015 (the "Bond Indenture"), by and between the Issuer and U.S. Bank National Association, as Bond Trustee (the "Bond Trustee"). This Bond and all Bonds of this issue are payable solely from the Trust Estate, as defined in the Bond Indenture. The Borrower, as Obligated Group Representative, has issued the Obligated Group's Obligation No. 2 to the Bond Trustee to evidence and secure the obligation of the Borrower to the Issuer arising from the Issuer loaning to the Borrower the proceeds of the bonds under the Loan Agreement dated as of February 1, 2015 (the "Agreement"), by and between the Issuer and the Borrower. Obligation No. 2 has been issued to secure the Bonds pursuant to the Agreement, an Amended and Restated Master Trust Indenture, dated as of December 1, 2010, as amended and supplemented (the "Master Indenture"), by and among the Borrower and the other Members of the Obligated Group and U.S. Bank National Association, as successor Master Trustee (the "Master Trustee"), and a Supplemental Indenture for Obligation No. 2, dated as of February 1, 2015 (the "Supplemental Master Trust Indenture"), by and between the Borrower, as Obligated Group Representative, and the Master Trustee. By the Bond Indenture the Issuer has assigned and pledged to the Bond Trustee, for the ratable benefit of the Holders of the Bonds, the Issuer's interest in the Agreement. Reference is hereby made to the Bond Indenture, the Agreement, the Master Indenture, Supplemental Indenture for Obligation No. 2, and Obligation No. 2, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Borrower, the Obligated Group, the Bond Trustee, and the holders of the bonds. Executed counterparts or certified copies of such instruments are on file at the Corporate Trust Office of the Bond Trustee in Miami, Florida.

All Bonds of the issue of which this Bond is a part are and shall enjoy a co-equal lien on and claim to the Pledged Revenues and share ratably therein without any preference, priority or distinction as to the source or method of payment and security.

Bonds of this issue are subject to redemption prior to their stated maturity dates, upon the terms and conditions as provided in the Bond Indenture.

In the event of any redemption of less than all outstanding Bonds, any maturity or maturities and amounts within maturities of Bonds to be redeemed shall be selected by the Bond Trustee at the direction of the Borrower. If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the issue designation, date of issue, serial numbers and maturity dates. Notice of redemption of any Bond of the issue of which this Bond is a part shall be mailed not less than 30 nor more than 45 days prior to the date set for redemption to each registered holder of a Bond to be so redeemed at the address shown on the books of the Registrar provided that failure to so mail or any defect in any such notice shall not affect the validity of the proceedings for the redemption of any Bond with respect to which notice was so mailed or with respect to which no such defect occurred, respectively.

This Bond is a limited obligation of the Issuer and does not constitute a debt, liability, or obligation of the State of Florida (the "State"), or any political subdivision thereof, or a charge against the general credit of the Issuer or the State or the taxing powers of the State, or any political subdivision thereof. The Issuer shall not be obligated to pay the principal or, premium, if any, or interest on this Bond except from the income, revenues, and receipts derived or to be derived from the Pledged Revenues. The issuance of this Bond shall not directly or indirectly or contingently obligate the Issuer, the State or any political subdivision thereof to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.

The Holder of this Bond shall have no right to enforce the provisions of the Bond Indenture or to institute an action in equity or at law to enforce the covenants thereof, or to take any action with respect to a default hereof, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Bond Indenture.

Modifications or amendments of the Bond Indenture or the Agreement may be made only to the extent and in the circumstances permitted by the Bond Indenture.

This Bond must be registered in accordance with the provisions hereof, and may, singly or with other Bonds of this issue, be surrendered to the Registrar and exchanged for other fully registered Bonds, upon the terms set forth in the Bond Indenture. Neither the Issuer nor the Registrar shall be required to register or transfer this Bond or exchange other Bonds for this Bond during the period from and after a Record Date to and including the next succeeding Bond Payment Date or if this Bond has been or is being called for redemption.

Capitalized terms used, but not otherwise defined, herein have the respective meanings assigned such terms in the Bond Indenture and the Master Indenture.

IN TESTIMONY WHEREOF, the Issuer has caused this bond to be executed and attested by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk and its corporate seal (or a facsimile thereof) to be hereunto affixed, impressed, imprinted, engraved or otherwise reproduced; and this bond to be authenticated by the manual signature of an authorized officer of the Authenticating Agent, without which authentication this bond shall not be valid nor entitled to the benefits of the Bond Indenture, all as of the Bond Date stated above.

(SEAL) **CITY OF POMPANO BEACH, FLORIDA**

_____
Mayor

ATTEST:

_____
City Clerk

Date of Authentication: _____, 2015

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Bond Indenture.

U.S. BANK NATIONAL ASSOCIATION, as Bond Trustee

_____
Authorized Signatory

(End of Form of Series 2015 Bond)

Exhibit B

[Form of Requisition]

To: U.S. Bank National Association, as Bond Trustee

From: John Knox Village of Florida, Inc.

Re: $_____ City of Pompano Beach, Florida Revenue Bonds (John Knox Village Project), Series 2015

Any term used in this requisition and not otherwise defined shall have the meaning ascribed to such term in that certain Loan Agreement, dated as of February 1, 2015 (the "Agreement"), by and between the City of Pompano Beach, Florida (the "Issuer") and John Knox Village of Florida, Inc. (the "Borrower").

This requisition is submitted under the Agreement and that certain Bond Indenture, dated as of February 1, 2015, by and between the Issuer and the Bond Trustee, which documents are incorporated herein by reference.

Direct Payments

Please pay the following bills, invoices and other obligations of which copies are attached hereto:

Payee	Amount	Purpose

Reimbursements

Please reimburse the Borrower for its payments of the following bills, invoices and other obligations, of which copies are attached hereto:

Payee	Date of Payment	Amount	Purpose

I hereby represent that (i) the payments or reimbursements directed by this requisition are for eligible projects under the Act, and constitute a proper charge against the Construction Fund for which payment has not previously been made from moneys on deposit in such Construction Fund, (ii) payment of this requisition will not result in a breach of any of the covenants of the Borrower under the Agreement and the representations made by the Borrower in the Agreement are still true and correct, and (iii) obligations in the stated amounts have been incurred by the Borrower and are presently due and payable, or are properly reimbursable to the Borrower, and each item thereof is a necessary cost of the project or of issuing the Bonds and is a proper charge against the Construction Fund and has not been paid.

_____
Authorized Signatory

[END OF FORM OF REQUISITION]

EXHIBIT B

FORM OF LOAN AGREEMENT

LOAN AGREEMENT

By and Between

JOHN KNOX VILLAGE OF FLORIDA, INC.

and

CITY OF POMPANO BEACH, FLORIDA

Dated as of February 1, 2015

Relating to:

City of Pompano Beach, Florida
Revenue Bonds
(John Knox Village Project),
Series 2015

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS 2

SECTION 1.02. INTERPRETATION 3

ARTICLE II

REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF THE ISSUER 3

SECTION 2.02. REPRESENTATIONS OF THE BORROWER 4

ARTICLE III

LOAN AGREEMENT; ISSUANCE OF BONDS AND OBLIGATION NO. 2

SECTION 3.01. LOAN AGREEMENT; ISSUANCE OF BONDS AND APPLICATION OF PROCEEDS 6

SECTION 3.02. ISSUANCE OF OBLIGATION NO. 2 6

SECTION 3.03. NOTICE OF REDEMPTION OR PREPAYMENT OF OBLIGATION NO. 2 7

SECTION 3.04. SECURITY FOR BONDS 7

ARTICLE IV

PAYMENTS

SECTION 4.01. PAYMENTS OF PRINCIPAL, PREMIUM AND INTEREST ON THE BONDS 8

SECTION 4.02. OBLIGATION PAYMENTS 8

SECTION 4.03. CREDITS FOR PAYMENTS ON OBLIGATION NO. 2 10

SECTION 4.04. PREPAYMENT 10

SECTION 4.05. PAYMENT OF EXPENSES 11

SECTION 4.06. OBLIGATIONS UNCONDITIONAL 12

ARTICLE V

PARTICULAR COVENANTS AND ADDITIONAL REPRESENTATIONS

SECTION 5.01. COVENANTS AS TO CORPORATE EXISTENCE 12

SECTION 5.02. PRESERVATION OF EXEMPT STATUS 13

SECTION 5.03. AMENDMENT OF PROJECT 14

SECTION 5.04. SECURITIES LAW STATUS 14
SECTION 5.05. INDEMNITY 14
SECTION 5.06. LIMITATION OF ISSUER'S LIABILITY 15
SECTION 5.07. TERMINATION OF OBLIGATIONS AND DISPOSITION OF SURPLUS FUNDS 16
SECTION 5.08. MISCELLANEOUS COVENANTS 17

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01. AGREEMENT EVENTS OF DEFAULT 18
SECTION 6.02. REMEDIES IN GENERAL 19
SECTION 6.03. DISCONTINUANCE OR ABANDONMENT OF DEFAULT PROCEEDINGS 19
SECTION 6.04. REMEDIES CUMULATIVE 19
SECTION 6.05. APPLICATION OF MONEYS COLLECTED 20
SECTION 6.06. ATTORNEYS' FEES AND OTHER EXPENSES 20

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. AMENDMENTS AND SUPPLEMENTS 20
SECTION 7.02. APPLICABLE LAW; ENTIRE UNDERSTANDING 20
SECTION 7.03. EXECUTION IN COUNTERPARTS; ONE INSTRUMENT 21
SECTION 7.04. SEVERABILITY 21
SECTION 7.05. NON-BUSINESS DAYS 21
SECTION 7.06. APPROVAL OF BOND INDENTURE AND BONDS 21
SECTION 7.07. LIMITATION OF RIGHTS 21
SECTION 7.08. BINDING EFFECT 21
SECTION 7.09. NOTICES 21

THIS LOAN AGREEMENT, made and entered into as of February 1, 2015, by and between **JOHN KNOX VILLAGE OF FLORIDA, INC.**, a not-for-profit corporation incorporated under the laws of the State of Florida (the "Borrower" and the "Obligated Group Representative"), and the **CITY OF POMPANO BEACH, FLORIDA** (together with any successor to its rights, duties and obligations hereunder, the "Issuer"), a duly created and validly existing municipal corporation of the State of Florida and a "local agency" within the meaning of the Florida Industrial Development Financing Act, Chapter 159, Part II, Florida Statutes, as amended,

W I T N E S S E T H

WHEREAS, pursuant to the Enabling Acts (hereinafter defined) the Issuer is authorized to make loans for the purpose of financing (including reimbursement) of the cost of acquisition, construction, improvement or equipping of "projects", including "health care facilities" (within the meaning of the hereinafter defined Financing Act), to carry out any of its purposes and to issue its bonds for the purpose of carrying out any of its powers; and

WHEREAS, the Borrower is a private, not-for-profit and charitable corporation organized and existing under the laws of the State (hereinafter defined), which owns and operates certain senior living and health care facilities in the City of Pompano Beach, Florida and known as John Knox Village (together with the hereinafter defined Project, the "Facilities"); and

WHEREAS, the Borrower has requested the Issuer to finance and reimburse certain costs of capital improvements to the Facilities permitted by the Financing Act (the "Project") through the issuance under the Act of revenue bonds of the Issuer; and

WHEREAS, the Issuer is a municipal corporation of the State and is authorized under the Act, particularly the Financing Act, to issue its revenue bonds for the purpose of financing and reimbursing the costs of the Project, fund necessary reserves and to pay the costs of issuing such bonds; and

WHEREAS, for the purpose of providing sufficient funds to pay the costs of financing and reimbursing the costs of the Project, funding necessary reserves and paying the costs of issuing revenue bonds, the Issuer proposes to issue its revenue bonds in the aggregate principal amount of $_____ designated "City of Pompano Beach, Florida Revenue Bonds (John Knox Village Project), Series 2015" dated their date of issuance, and all as further described in the hereinafter defined Bond Indenture; and

WHEREAS, the Issuer has determined that it is desirable and in the public interest to enter into this Agreement with the Borrower for the principal purpose of providing for the financing and reimbursement of the costs of the Project, on behalf of the Borrower; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, the bylaws, rules and regulations of the Issuer and the Borrower to happen, exist and be performed precedent to and in the execution and delivery of this Agreement have happened, exist and have been performed as so required, in order to make this Agreement a valid and binding agreement enforceable in accordance with its terms;

PROVIDED, NEVERTHELESS, except as otherwise specifically stated in this Agreement, if the Borrower, or its successors or assigns, shall make the payments provided by this Agreement and shall satisfy and perform all other covenants and obligations made or undertaken by the Borrower under this Agreement, then this Agreement shall terminate and be void; and

The **CITY OF POMPANO BEACH, FLORIDA** and the **BORROWER** hereby further mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. The words and terms used in this Agreement shall have the same meanings as set forth in the Bond Indenture and in the Master Indenture (defined below) unless otherwise defined herein, and unless the context shall otherwise require, the following words and terms as used in this Agreement shall have the following meanings:

"Agreement" shall mean this Loan Agreement, dated as of February 1, 2015 by and between the Issuer and the Borrower, and when amended or supplemented, this Agreement, as amended or supplemented.

"Bond Indenture" shall mean the Bond Indenture, dated as of February 1, 2015, by and between the Issuer and the Bond Trustee, and when amended or supplemented, such Bond Indenture, as amended or supplemented.

"Borrower" or **"Obligated Group Representative"** shall have the meaning set forth in the introductory paragraph.

"Facilities" shall have the meaning ascribed thereto in the preambles to this Agreement and shall include the Project.

"Issuer" shall have the meaning set forth in the introductory paragraph hereof.

"Master Indenture" shall mean the Amended and Restated Master Trust Indenture, dated as of December 1, 2010, by and among the Obligated Group and the Master Trustee, for the benefit of the owners from time to time of all Obligations issued

thereunder and secured thereby, as said Master Trust Indenture has or may be amended, restated and supplemented from time to time.

"Obligated Group" shall mean the Obligated Group as defined in the Master Indenture. As of the dated date of this Agreement the Borrower is the sole Member of the Obligated Group.

SECTION 1.02. INTERPRETATION. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine and feminine gender.

Any terms not defined herein, but defined in either the Master Indenture or the Bond Indenture, shall have the same meaning herein.

Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

ARTICLE II

REPRESENTATIONS

SECTION 2.01. REPRESENTATIONS OF THE ISSUER. The Issuer makes the following representations as the basis for its covenants and agreements herein:

(a) The Issuer is a duly organized and existing municipal corporation of the State.

(b) The Issuer has by the Bond Resolution authorized the issuance, sale, execution and delivery of the Bonds and the execution and delivery on its behalf of this Agreement, the Tax Agreement, the Bond Purchase Contract, the disclosure document for the Bonds and the Bond Indenture, under the terms of which the proceeds of the Bonds are to be made available to finance and reimburse the costs of the Project and certain rights of the Issuer hereunder are pledged and assigned to the Bond Trustee as security for the payment of all amounts to become due on the Bonds.

(c) The Issuer has not pledged, assigned or granted and will not pledge, assign or grant any of its rights or interest in or under this Agreement for any purpose other than to secure the Bonds.

(d) The authorization, execution, sale and delivery of the Bonds, and the financing and reimbursement of the costs of the Project with the proceeds of such Bonds, will not violate any instruments, agreements, covenants, laws, orders or decrees to which the Issuer is a party or is subject.

SECTION 2.02. REPRESENTATIONS OF THE BORROWER. The Borrower makes the following representations as the basis for its covenants and agreements herein:

(a) It has been duly incorporated and is validly existing as a not-for-profit corporation under the laws of the State; on behalf of itself and as Obligated Group Representative on behalf of the Obligated Group it has full legal right, power and authority to enter into this Agreement, the Tax Agreement, the Master Indenture, the Mortgage, the Supplemental Indenture for Obligation No. 2, the Bond Purchase Contract and Obligation No. 2, to approve and execute the disclosure documents for the Bonds, and to carry out and consummate all transactions contemplated hereby and thereby; and it has, by proper action, duly authorized the execution and delivery of this Agreement, the Tax Agreement, the Master Indenture, the Mortgage, the Supplemental Indenture for Obligation No. 2 and Obligation No. 2; has approved the disclosure documents for the Bonds and has approved the Bond Indenture, the Bond Purchase Contract and the issuance of the Bonds.

(b) The execution and delivery of this Agreement, the Tax Agreement, the Master Indenture, the Mortgage, the Supplemental Indenture for Obligation No. 2, the Bond Purchase Contract and Obligation No. 2, and the consummation of the transactions herein and therein contemplated, including the application of the proceeds of the Bonds as so contemplated, will not constitute a violation of any statute or conflict with, or constitute a material breach of, or default by it under its articles of incorporation, its by-laws, or any indenture, mortgage, deed of trust, lease, note, loan agreement or other agreement or instrument to which it is a party or by which it or its properties are bound, and will not constitute a violation of any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties. Additionally, it is not in breach, default or violation of any statute, indenture, mortgage, deed of trust, note, loan agreement or other agreement or instrument which would allow the obligee or obligees thereof to take any action which would preclude performance of this Agreement, the Tax Agreement, the Master Indenture, the Mortgage, the Supplemental Indenture for Obligation No. 2, the Bond Purchase Contract or Obligation No. 2.

(c) There are no actions, suits or proceedings of any type whatsoever pending or, to its knowledge, threatened against or affecting it or its assets, properties or operations which, if determined adversely to it or its interests, could have a material adverse effect upon its financial condition, assets, properties or operations or its ability to perform its obligations under this Agreement, the Tax Agreement, the Master Indenture, the Mortgage, Supplemental Indenture for Obligation No. 2 and Obligation No. 2 and it is not in default with respect to any order or decree of any court or any order, regulation or decree of any federal, state, municipal or governmental agency, which default would materially and adversely affect its financial condition, assets, properties or operations.

(d) It is a not-for-profit corporation organized and operated exclusively for not-for-profit purposes and no part of the earnings of which inures to the benefit of any Person, private shareholder or individual.

(e) It is duly qualified, licensed and in good standing to do business in all jurisdictions where its ownership of property or the nature of its business requires such qualifications or licenses.

(f) To the extent the Bond Resolution provides that the Borrower will represent specified matters to the Issuer, the Borrower is hereby deemed to have made such representations to the Borrower in this Agreement by this reference, including that:

(i) the Project will help to alleviate unemployment in the Issuer, improve living conditions and health care for seniors in the Issuer, foster economic growth and development and the business development of the Issuer, and serve other public purposes as set forth in the Act and any private benefit that may accrue therefrom is incidental to such purposes;

(ii) the Project will further the paramount public purposes of the Act, and it will most effectively serve the purposes of the Act for the Issuer to finance and reimburse the costs of the Project and to issue and sell the Bonds for such purposes;

(iii) Broward County, Florida and the Issuer, as applicable, are reasonably expected to be able to cope satisfactorily with the impact of the Project and are able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that are necessary for the construction, operation, repair and maintenance of the Project and on account of any increases in population or other circumstances resulting therefrom;

(iv) the availability of tax-exempt revenue bond financing, as authorized by the Act, is an important inducement to the Borrower to proceed with the financing and reimbursing of the costs of the Project;

(v) that costs of the Project constitute "costs" of a "project" within the meaning of the Act, including Section 159.27(5), Florida Statutes;

(vi) the findings in Section 4 of the Bond Resolution are true and correct in all respects;

(vii) the Borrower is financially responsible and capable of meeting its obligations under this Agreement, the Master Indenture, Supplemental Indenture for Obligation No. 2 and Obligation No. 2; and

(viii) the Bonds are rated "A-" by Fitch.

(g) The Tax Agreement executed and delivered by the Borrower concurrently with the issuance and delivery of the Bonds is true, accurate and complete in all material respects as of the date on which executed and delivered. Any information that has been or will be supplied by the Borrower that has been or will be relied upon by the Issuer with respect to the exclusion from gross income for federal income tax purposes of interest on the Bonds is true and correct in all material respects.

All representations of the Borrower contained herein and in any certificate or other instrument delivered by the Borrower pursuant to this Agreement, to the Bond Purchase Contract, to the Bond Indenture, or in connection with the transaction contemplated hereby and thereby, shall, as to the representations contained herein and therein as of the date hereof, survive the execution and delivery hereof and thereof and the issuance, sale and delivery of the Bonds.

ARTICLE III

LOAN AGREEMENT; ISSUANCE OF BONDS AND OBLIGATION NO. 2

SECTION 3.01. LOAN AGREEMENT; ISSUANCE OF BONDS AND APPLICATION OF PROCEEDS. The Issuer hereby agrees to issue the Bonds and loan, and hereby loans, the proceeds of the Bonds to the Borrower in the amount of $_____ to provide funds to finance and reimburse the costs of the Project upon the terms and conditions set forth or referred to in this Agreement and in the Bond Indenture. The Borrower agrees to borrow and hereby borrows, and agrees to repay, the amount of $_____, upon the terms and conditions set forth or referred to in this Agreement, in the Bond Indenture and in Obligation No. 2. This Agreement shall constitute a general obligation of the Borrower. The Borrower agrees that the proceeds of the Bonds to be made available to finance and reimburse the Project, fund necessary reserves and pay costs associated with the issuance of the Bonds shall be deposited with the Bond Trustee and applied as provided in the Bond Indenture.

SECTION 3.02. ISSUANCE OF OBLIGATION NO. 2. In consideration of the issuance by the Issuer of the Bonds and the application of the proceeds thereof as provided in the Bond Indenture, and to evidence the loan referred to in Section 3.01 hereof, the Borrower, as Obligated Group Representative, agrees to issue and cause to be authenticated and delivered to the Bond Trustee, pursuant to this Agreement, the Master Indenture and the Supplemental Indenture for Obligation No. 2, concurrently with the delivery of the Bonds to the Original Purchaser thereof in accordance with the Bond Purchase Contract, Obligation No. 2 in substantially the form attached to the Supplemental Indenture for Obligation No. 2 as Appendix A with such necessary and appropriate omissions, insertions and variations as are permitted or required by the Bond Indenture, the Master Indenture or the Supplemental Indenture for Obligation No. 2.

Obligation No. 2 shall constitute an Obligation of the Obligated Group within the meaning of the Master Indenture. The Borrower agrees that the principal amount of Obligation No. 2 shall be limited to $_____, except for any Obligation authenticated and delivered in lieu of another Obligation as provided in the Master Indenture with respect to any Obligation mutilated, destroyed, lost or stolen or, upon transfer or registration or exchange of Obligation No. 2. The Borrower agrees that, so long as any Bonds remain Outstanding, Obligation No. 2 shall be issuable only as a single Obligation securing all Bonds. Obligation No. 2 shall be registered as to principal and interest in the name of the Bond Trustee and no transfer of Obligation No. 2 shall be recognized by the Borrower except for transfers to a successor Bond Trustee and otherwise as provided in the Bond Indenture or the Master Indenture.

SECTION 3.03. NOTICE OF REDEMPTION OR PREPAYMENT OF OBLIGATION NO. 2. The Issuer hereby waives all notice of redemption of Obligation No. 2 or of prepayment or credit for payment on Obligation No. 2 except such notice as is expressly required by the provisions hereof or of the Bond Indenture, the Master Indenture or Supplemental Indenture for Obligation No. 2.

SECTION 3.04. SECURITY FOR BONDS. (a) The Borrower agrees that the principal and Redemption Price of and the interest on the Bonds shall be payable in accordance with the Bond Indenture and the right, title and interest of the Issuer hereunder and in and to Obligation No. 2 Payments and other amounts paid or payable by the Borrower hereunder or under Obligation No. 2, other than the right to grant approvals, consents or waivers, to receive notices, or for indemnification or the payment or reimbursement of fees and expenses payable or reimbursable to the Issuer, shall be assigned and pledged by the Issuer to the Bond Trustee pursuant to the Bond Indenture to secure the payment of the Bonds. The Borrower agrees that all of the rights accruing to or vested in the Issuer with respect to Obligation No. 2 or hereunder may be exercised, protected and enforced by the Bond Trustee for or on behalf of the Holders in accordance with the provisions hereof, of the Bond Indenture and of the Master Indenture.

(b) This Agreement is executed in part to induce the purchase by others of the Bonds, and, accordingly, all covenants and agreements on the part of the Borrower and the Issuer, as set forth in this Agreement, are hereby declared to be for the benefit of the Holders and owners from time to time of the Bonds as set forth in the Bond Indenture.

(c) The Borrower agrees to do all things within its power in order to comply with and to enable the Issuer to comply with all requirements, and to fulfill and to enable the Issuer to fulfill all covenants, of the Bond Resolution, the Tax Agreement and the Bond Indenture.

ARTICLE IV

PAYMENTS

SECTION 4.01. PAYMENTS OF PRINCIPAL, PREMIUM AND INTEREST ON THE BONDS. The Borrower covenants that it will duly and punctually pay the principal of and interest and any premium on the Bonds at the dates and in the places and manner set forth herein and in the Bond Indenture. Notwithstanding any schedule of payments to be made on the Bonds, the Borrower agrees to make payments upon the Bonds and Obligation No. 2 and be liable therefor at the times and in the amounts equal to the amounts to be paid as principal or Redemption Price of or interest on the Bonds from time to time Outstanding under the Bond Indenture as the same shall become due whether at maturity, upon redemption, by declaration of acceleration or otherwise.

All amounts payable with respect to the Bonds and Obligation No. 2 or otherwise hereunder by the Borrower to the Issuer or the Bond Trustee, except as otherwise expressly provided herein, shall be paid to the Bond Trustee for the account of the Issuer or the Bond Trustee, as applicable, so long as any Bonds remain Outstanding.

The Borrower agrees and represents that it has received fair consideration in return for the obligations undertaken and to be undertaken by the Borrower hereunder and by the Obligated Group resulting from Obligation No. 2.

SECTION 4.02. OBLIGATION PAYMENTS. (a) The Obligation No. 2 Payments with respect to principal on the Bonds and Obligation No. 2 shall be made in semiannual installments not later than each February 23 and August 25, and with respect to interest shall be made not later than the third Business Day prior to each Interest Payment Date.

(b) The Obligation No. 2 Payments shall include, on the third Business Day prior to each Interest Payment Date, the amount, if any, necessary to cause the amount credited to the Interest Account together with available moneys and investment earnings on investments then on deposit in the Interest Account, if such earnings will be received before the next Interest Payment Date as determined by the Bond Trustee (but only to the extent that (i) such moneys or investment earnings have not previously been credited for purposes of such calculation and (ii) such earnings are calculable by the Bond Trustee with reasonable certainty), to be not less than the amount of interest to be paid on Outstanding Bonds on such Interest Payment Date. The Obligation No. 2 Payments to be made pursuant to this paragraph (b) shall be appropriately adjusted to reflect the date of issuance of the Bonds and accrued or capitalized interest, if any, deposited in the Interest Account.

(c) The Obligation No. 2 Payments shall include (after credit for any investment earnings in such Account that have not previously been credited), on each

March 1 and September 1 during each Bond Year ending on a date on which Serial Bonds mature, the amount necessary to cause the amount then being credited to the Principal Account, together with the available moneys and investment earnings on investments then on deposit in the Principal Account, if such earnings will be received before the last day of the Bond Year as determined by the Bond Trustee (but only to the extent that (i) such moneys or investment earnings have not previously been credited for purposes of such calculation and (ii) such earnings are calculable by the Bond Trustee with reasonable certainty), to be not less than one-half of the principal amount of Serial Bonds Outstanding which will mature on the last day of the Bond Year.

(d) The Obligation No. 2 Payments shall include (after credit for any investment earnings in such Account that have not previously been credited), on each March 1 and September 1 during each Bond Year ending on a date which is a Sinking Fund Account Retirement Date, the amount necessary to cause the amount then being credited to the Sinking Fund Account, together with available moneys and investment earnings on investments then on deposit in the Sinking Fund Account, if such earnings will be received before the last day of the Bond Year as determined by the Bond Trustee (but only to the extent that (i) such moneys or investment earnings have not previously been credited for purposes of such calculation and (ii) such earnings are calculable by the Bond Trustee with reasonable certainty), to be not less than one-half of the unsatisfied Sinking Fund Account Requirements to be satisfied on or before the last day of the Bond Year.

(e) On the payment date following a date on which the Obligated Group shall have failed to pay to the Bond Trustee the amount due as an Obligation No. 2 Payment or on which an investment loss shall have been charged to the Bond Fund or any account therein in accordance with Section 5.06 of the Bond Indenture, the Borrower shall pay, in addition to the Obligation No. 2 Payment then due, an amount equal to the deficiency in payment or the amount of such loss, unless such deficiency or loss shall have been remedied by a transfer from the Debt Service Reserve Fund or otherwise. To the extent that the investment earnings are transferred or credited to the Bond Fund or any account therein in accordance with Article V of the Bond Indenture or amounts are transferred or credited to such Bond Fund or accounts as a result of the application of Bond proceeds or a transfer from the Debt Service Reserve Fund pursuant to Section 5.05 of the Bond Indenture or a transfer of surplus funds from the Construction Fund or otherwise, future Obligation No. 2 Payments shall be proportionately reduced by the amount so credited unless such transfer is made to cure deficiencies in the fund or account to which the transfer is made.

(f) The Obligation No. 2 Payments shall in any event include any other amounts needed to pay principal, interest and premium on the Bonds when due and any other amounts due and payable pursuant to the terms hereof, of the Bond Indenture and of the Master Indenture.

SECTION 4.03. CREDITS FOR PAYMENTS ON OBLIGATION NO. 2. The Borrower shall receive credit for payment on Obligation No. 2, in addition to any credits resulting from payment or prepayment from other sources, as follows:

(a) On installments of interest on Obligation No. 2 in an amount equal to moneys deposited in the Interest Account of the Bond Fund created under the Bond Indenture which amounts are available to pay, and will be used to pay, interest on the Bonds, to the extent such amounts have not previously been credited against payments on Obligation No. 2.

(b) On installments of principal on Obligation No. 2 in an amount equal to moneys deposited in the Principal Account or Sinking Fund Account of the Bond Fund created under the Bond Indenture which amounts are available to pay, and will be used to pay, principal of the Bonds, to the extent such amounts have not previously been credited on Obligation No. 2.

(c) On installments of principal and interest, respectively, on Obligation No. 2 in an amount equal to the principal and interest of Bonds which have been called by the Bond Trustee for redemption prior to maturity and for the redemption of which sufficient amounts are on deposit in the Redemption Account of the Bond Fund created under the Bond Indenture, to the extent such amounts have not previously been credited against payments on Obligation No. 2 and will be used to pay such Bonds. Such credits shall be made against the installments of principal and interest on Obligation No. 2 which would be used, but for such call for redemption, to pay principal and interest on such Bonds when due at maturity or by Sinking Fund Account Requirements for Term Bonds so called for redemption.

(d) On installments of principal and interest, respectively, on Obligation No. 2 in an amount equal to the principal amount of Bonds acquired by the Borrower and delivered to the Bond Trustee for cancellation or purchased by the Bond Trustee and cancelled. Such credits shall be made against the installments of principal and interest on Obligation No. 2 which would be used, but for such cancellation, to pay principal and interest on such Bonds when due at maturity or by Sinking Fund Account Requirements for Term Bonds so cancelled.

SECTION 4.04. PREPAYMENT. (a) So long as all amounts which have become due under the Bonds, the Bond Indenture and Obligation No. 2 have been paid, the Borrower may at any time and from time to time pay in advance and in any order of due dates all or part of the amounts to become due under Obligation No. 2 if, not less than 15 days prior to such prepayment, the Borrower gives notice to the Bond Trustee of its intention to make a prepayment and of the amount thereof and if, not later than the date of the prepayment, the Borrower directs the Bond Trustee as to the application of the amounts prepaid to retire Bonds by purchase, redemption or both purchase and redemption in accordance with Section 5.03(e) of the Bond Indenture.

(b) The Borrower may pay all or part of the amounts to become due under Obligation No. 2 in advance and in any order of due dates at the times, in the manner, in the amounts, at the prices, and from the sources set forth with respect to the Bonds in Article III of the Bond Indenture. In particular, the Borrower shall have the right to direct the optional redemption or the extraordinary optional redemption of the Bonds as provided in Article III of the Bond Indenture, upon certification by the Borrower to the Bond Trustee that any conditions precedent to such redemption shall have been satisfied.

(c) Prepayments made under subsections (a) and (b) of this Section shall be credited against amounts to become due on Obligation No. 2 as provided in Section 4.03 hereof.

(d) The Borrower may also prepay all or a portion of its obligations under Obligation No. 2, the Bonds, the Bond Indenture and this Agreement by providing for the payment of all or a portion of the Bonds in accordance with Article XI of the Bond Indenture.

(e) The provisions of this Section 4.04 are subject to the notice provisions of Section 3.08 of the Bond Indenture.

SECTION 4.05. PAYMENT OF EXPENSES. In addition to all other payments hereunder and under Obligation No. 2, the Borrower agrees to pay the following items to the following Persons, which payments shall not be credited against the Obligation No. 2 Payments:

(a) To the Bond Trustee, when due, all reasonable out-of-pocket costs, fees and expenses of the Bond Trustee for services rendered under the Bond Indenture and all reasonable out-of-pocket costs, fees and charges of any Paying Agent, Authenticating Agent, Registrar, counsel (including counsel fees incurred in any bankruptcy proceeding), agent, accountant or other Person incurred in the performance of services under the Bond Indenture on request of the Bond Trustee for which the Bond Trustee and such other Person are entitled to payment or reimbursement.

(b) To the Issuer, promptly upon billing, any and all of the reasonable costs and expenses of the Issuer related to the issuance of the Bonds or any of the related documentation, or related to any future audit, Internal Revenue Service or Securities and Exchange Commission inquiry, modification, amendment or interpretation of the Bonds or the documents relating thereto, if any (including, but not limited to, the reasonable fees, costs and expenses of the Issuer's counsel or of Bond Counsel selected by the Issuer), and the reasonable expenses of the Issuer related to the issuance of the Bonds and any and all ongoing costs and expenses for any continuing duties or obligations of the Issuer related in any respect to the Bonds, the Bond Resolution, this Agreement, the Tax Agreement, the Bond Indenture or any other documents executed in connection therewith after the issuance of the Bonds.

SECTION 4.06. OBLIGATIONS UNCONDITIONAL. This Agreement is a general obligation of the Borrower, secured by Obligation No. 2 (and the collateral securing the same), but otherwise not secured by any other collateral, and the obligations of the Borrower to make payments pursuant hereto and the obligation of the Borrower and the other Members of the Obligated Group to make payments pursuant to Obligation No. 2 and to perform and observe all agreements on its part contained herein and in the Master Indenture shall be absolute and unconditional. Until this Agreement is terminated or payment in full of all Bonds is made or is provided for in accordance with the Bond Indenture the Borrower (i) will not suspend or discontinue any payments hereunder or neglect to perform any of its duties required hereunder or under the Tax Agreement; (ii) will perform and observe all of its obligations set forth in this Agreement and in the Tax Agreement; and (iii) except as provided herein, will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration; commercial frustration of purpose; any change in the tax or other laws or administrative rulings of, or administrative actions by or under authority of, the United States of America or of the State; or any failure of the Issuer to perform and observe any obligation set forth in this Agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, the Tax Agreement or the Bond Indenture.

Nothing contained in this Section shall be construed to release the Issuer from the performance of any of its obligations contained herein. In the event the Issuer fails to perform any such obligation, the Borrower may institute such action against the Issuer as the Borrower may deem necessary and to the extent permitted by law to compel performance so long as such action shall not violate the terms or conditions of this Agreement, and *provided* that no costs, expenses or other monetary relief shall be recovered from the Issuer except as may be payable from the Trust Estate. The Borrower may, however, at its own cost and expense and in its own name or, to the extent lawful and upon written notice to, and prior receipt of written consent of the Issuer, in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third Persons which the Borrower deems reasonably necessary in order to secure or protect the rights of the Borrower hereunder. In such event the Issuer hereby agrees, to the extent reasonable, to cooperate fully with the Borrower, but at the Borrower's expense, and to take all action necessary to effect the substitution of the Issuer Representative in any such action or proceeding if the Borrower shall so request.

ARTICLE V

PARTICULAR COVENANTS AND ADDITIONAL REPRESENTATIONS

SECTION 5.01. COVENANTS AS TO CORPORATE EXISTENCE. The Borrower hereby covenants, except as otherwise expressly provided herein, or as provided in the Master Indenture, to preserve its corporate or other separate legal existence and all its rights and licenses to the extent necessary or desirable in the

operation of its business and affairs. The Borrower will not consolidate with or merge with or into any other Person, except that the Borrower may consolidate or merge with or into any other Person if, immediately after giving effect to such action, (i) there exists no condition or event which constitutes, or which, after notice or lapse of time, or both, would constitute, an Agreement Event of Default, (ii) the successor Person constitutes a Tax-Exempt Organization and (iii) the conditions set forth in the Master Indenture shall have been satisfied.

SECTION 5.02. PRESERVATION OF EXEMPT STATUS. (a) The Borrower represents and warrants that as of the date of this Agreement: (i) it is a Tax-Exempt Organization; (ii) it has received a letter or determination to that effect; (iii) such letter or determination has not been modified, limited or revoked and the Borrower knows of no reason why such letter or determination could be modified, limited or revoked; (iv) it is in compliance with all terms, conditions and limitations, if any, contained in or forming the basis of such letter or determination; (v) the facts and circumstances which form the basis of such letter or determination continue substantially to exist as represented to the Internal Revenue Service; (vi) it is not a "private foundation" as defined in Section 509 of the Code; and (vii) it is exempt from federal income taxes under Section 501(a) of the Code and it is in compliance with the provisions of said Code and any applicable regulations thereunder necessary to maintain such status.

(b) The Borrower agrees that (i) it shall not perform any acts, enter into any agreements, carry on or permit to be carried on at the Facilities, or permit the Facilities to be used in or for any trade or business, which shall adversely affect the basis for the exemption of the Borrower as an organization described in Section 501(c)(3) of the Code; (ii) it shall not use more than five percent of the net proceeds of the Bonds or permit the same to be used, directly or indirectly, in any trade or business that constitutes an unrelated trade or business as defined in Section 513(a) of the Code or in any trade or business carried on by any Person or Persons who are not governmental units or Tax-Exempt Organizations; (iii) it shall not directly or indirectly use the proceeds of the Bonds to make or finance loans to Persons other than governmental units or Tax-Exempt Organizations; (iv) it shall not take any action or permit any action to be taken on its behalf, or cause or permit any circumstances within its control to arise or continue, if such action or circumstances, or its expectation on the date of issuance of the Bonds, would cause the Bonds to be "arbitrage bonds" or "hedge bonds" under the Code or cause the interest paid by the Issuer on the Bonds to be subject to federal income tax in the hands of the Holders thereof; and (v) it shall use its best efforts to maintain the tax-exempt status of the Bonds.

(c) The Borrower (or any related person, as defined in Section 147(a)(2) of the Code) shall not, pursuant to an arrangement in existence on the date of issuance of the Bonds, formal or informal, purchase the Bonds in an amount related to the amount of the payments due from the Borrower under this Agreement.

SECTION 5.03. AMENDMENT OF PROJECT. The Project may be amended or added to by the Borrower if such amendment or addition is in accordance with the Act and the Tax Agreement and any additional cost of the Project resulting from such change is paid from funds made available by the Borrower for such purpose to the extent not available from proceeds of the Bonds. In order to implement any such amendment or addition to the Project, the Borrower shall provide the Bond Trustee and the Issuer with a revised description of the Project and an Opinion of Bond Counsel to the effect that such amendment or addition will not, in and of itself, adversely affect the tax exempt status of interest on the Bonds. No approvals for such amendment or additions shall be required if implemented in accordance with this Section.

SECTION 5.04. SECURITIES LAW STATUS. The Borrower affirmatively represents, warrants and covenants that, as of the date of this Agreement, it is an organization organized and operated: (i) exclusively for health care or charitable purposes; (ii) not for pecuniary profit; and (iii) no part of the net earnings of which inure to the benefit of any Person, private stockholder or individual, all within the meaning, respectively, of the Securities Act of 1933, as amended, and of the Securities Exchange Act of 1934, as amended. The Borrower agrees that it shall not perform any act nor enter into any agreement which shall change such status as set forth in this Section.

SECTION 5.05. INDEMNITY. (a) The Borrower shall and agrees to indemnify and save the Issuer, the Bond Trustee, and their directors, officers, members, and employees harmless against and from all claims by or on behalf of any Person arising from the conduct or management of or from any work or thing done on the Mortgaged Property and against and from all claims arising from (i) any condition of or operation of the Mortgaged Property, (ii) any breach or default on the part of the Borrower in the performance of any of its obligations under any of the Financing Documents, (iii) any act or negligence of the Borrower or of any of its agents, contractors, servants, employees, or licensees, or (iv) any act or negligence of any assignee or lessee of the Borrower or of any agents, contractors, servants, employees, or licensees of any assignee or lessee of the Borrower. The Borrower shall indemnify and save the Issuer and the Bond Trustee harmless from and against all costs and expenses incurred in or in connection with any such claim arising as described in the preceding sentence, or in connection with any action or proceeding brought thereon, including reasonable attorneys' fees, and upon notice from the Issuer or the Bond Trustee, the Borrower shall defend them or either of them in any such action or proceeding.

(b) The Borrower agrees that it will indemnify and hold the Bond Trustee and its directors, officers, and employees harmless from any and all liability, cost, or expense, including any act, omission, delay, or refusal of the Bond Trustee in reliance upon any signature, certificate, order, demand, instruction, request, notice, or other instrument or document believed by it to be valid, genuine, and sufficient.

(c) Notwithstanding the fact that it is the intention of the parties that the Issuer and the Bond Trustee, and their directors, officers, members, and employees shall not incur pecuniary liability by reason of the terms of the Financing Documents or the undertakings required thereunder or by reason of (i) the delivery of the Bonds, (ii) the execution of the Financing Documents, (iii) the performance of any act required by the Financing Documents, (iv) the performance of any act requested by the Borrower, or (v) any other costs, fees, or expenses incurred by the Issuer or the Bond Trustee with respect to the Mortgaged Property, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing; nevertheless, if the Issuer or the Bond Trustee should incur any such pecuniary liability, then in such event the Borrower shall indemnify and hold harmless the Issuer and the Bond Trustee against all claims by or on behalf of any Person arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, including reasonable attorneys' fees, and upon notice from the Issuer or the Bond Trustee, the Borrower shall defend the Issuer and the Bond Trustee in any such action or proceeding. The indemnity contained in this Section 5.05(c) shall not apply to any loss or damage attributable to (x) acts of gross negligence or willful misconduct or intentional misconduct of the Issuer or the Bond Trustee; or (y) material breach by the party seeking indemnification of its obligations under the Financing Documents.

(d) A party seeking indemnification under this Section 5.05 shall notify the Borrower in writing promptly of any claim or action brought against such party in which indemnity may be sought against the Borrower under this Section; and such notice shall be given in sufficient time to allow the Borrower to defend such claim or action. However, the failure to give such notice in sufficient time shall not constitute a defense hereunder nor in any way impair the obligations of the Borrower under this Section, if (i) the party seeking indemnification shall not have had knowledge or notice of such claim or action, or (ii) the Borrower's ability to defend such claim or action shall not thereby be materially impaired. In the event, however, that (x) the party seeking indemnification shall not have notified the Borrower promptly of any such claim or action after such party's receipt of notice thereof, and (y) the Borrower's ability to defend or participate in such claim or action is materially impaired by reason of not having received timely notice thereof from the party seeking indemnity, then the Borrower's obligation to so defend and indemnify shall be qualified to the extent (and only to the extent) of such material impairment.

(e) The provisions of this Section 5.05 shall survive the termination of this Agreement and the payment in full of Obligation No. 2 and the resignation or removal of the Bond Trustee pursuant to the Bond Indenture.

SECTION 5.06. LIMITATION OF ISSUER'S LIABILITY. No obligation of the Issuer under or arising out of this Agreement, or any document executed by the Issuer in connection with any property of the Borrower reimbursed, financed or

refinanced, directly or indirectly, out of Bond proceeds or the issuance, sale or delivery of any Bonds shall impose, give rise to or be construed to authorize or permit a debt or pecuniary liability of, or a charge against the general credit of, the Issuer, the State or any political subdivision of the State, but each such obligation shall be a limited obligation of the Issuer payable solely from the Pledged Revenues.

The Bonds shall not be deemed to constitute a debt, liability or obligation of the Issuer, the State or of any political subdivision or agency thereof, or a pledge of the faith and credit of the Issuer, the State or of any political subdivision or agency thereof, but the Bonds shall be payable solely from the revenues provided therefor in the Bond Indenture and the Issuer will not be obligated to pay the Bonds or the interest thereon except from the revenues and proceeds pledged therefor in the Bond Indenture and neither the faith and credit nor the taxing power of the Issuer, the State or of any political subdivision or agency thereof will be pledged to the payment of the principal of or the interest on the Bonds. The Issuer shall never be required to (i) levy ad valorem taxes on any property to pay the principal of, premium if any, and the interest on the Bonds or to make any other payments provided in the Bond Indenture and this Agreement; (ii) pay the principal of, premium if any, and the interest on the Bonds from any funds of the Issuer other than those derived by the Issuer from the Pledged Revenues; or (iii) enforce any payment or performance by the Borrower pursuant to this Agreement or the Bond Indenture or in respect of the Bonds unless the Issuer's expenses in respect thereof shall be paid from moneys derived under the Loan Agreement or advanced to the Issuer for such purpose by the Borrower and the Issuer shall receive indemnity to its satisfaction. No representation, statement, covenant, warranty, stipulation, obligation or agreement herein contained, or contained in the Bonds, this Agreement, the Bond Indenture, or any certificate or other instrument to be executed on behalf of the Issuer in connection with the issuance of the Bonds, shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any commissioner, officer, employee or agent of the Issuer in his or her individual capacity, and none of the foregoing persons nor any officer of the Issuer executing the Bonds, this Agreement, the Bond Indenture, or any certificate or other instrument to be executed in connection with the issuance of the Bonds shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof. The Issuer makes no warranty, either express or implied, of the actual or designed capacity of the Project, of the suitability of the Project for the purposes specified in this Agreement, of the condition of the Project or of the suitability of the Project for the Borrower's purposes or needs.

SECTION 5.07. TERMINATION OF OBLIGATIONS AND DISPOSITION OF SURPLUS FUNDS. When all of the Outstanding Bonds have been redeemed or retired and all amounts owed to the Issuer and the Bond Trustee have been paid and all other obligations incurred or to be incurred by the Issuer or the Bond Trustee under the Bond Indenture shall have been paid, or sufficient funds (including investments in Government Obligations or Advance Refunded Municipal Bonds) (as provided in Section 11.02 of the Bond Indenture) are held in trust for the payment of all such unpaid

Outstanding Bonds, the obligations of the Borrower hereunder, including the obligation to make further payments on Obligation No. 2, and the obligations of the Issuer hereunder shall cease, and any surplus funds remaining to the credit of the Funds or Accounts established under the Bond Indenture promptly shall be paid to the Borrower.

SECTION 5.08. MISCELLANEOUS COVENANTS.

(a) The Borrower hereby agrees to operate, repair and maintain the Facilities at its sole expense and to pay the principal of, premium, if any, and interest on the Bonds when due. The Borrower hereby agrees that until the expiration of the term of this Agreement the Project will be operated in a manner such that it continues to constitute a "project" within the meaning of, or otherwise permitted by, the Act, including, specifically, the Financing Act.

(b) The Borrower will promptly provide written notice of any Event of Default to the Issuer and the Bond Trustee upon Borrower's knowledge of such event.

(c) The Borrower will use due diligence to cause the Project to be operated in accordance with the laws, rulings, regulations and ordinances of the State and the departments, agencies and political subdivisions thereof and the Project will conform, in all material respects, with all applicable zoning, planning, building and environmental laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Project. The Borrower has obtained or will cause to be obtained all requisite approvals of the State and of other federal, state, regional and local governmental bodies that are required to own and operate the Project. The Borrower shall do all things necessary to obtain, maintain and renew, from time to time, as necessary all permits, licenses, and governmental approvals necessary to enable it to continue its business as currently conducted.

(d) In the event proceeds of the Bonds are insufficient to pay the costs of the Project in full, the Borrower hereby agrees to pay that portion of the costs of the Project as may be in excess of the moneys available therefor in the Construction Fund established under the Bond Indenture. The obligation of the Borrower to complete the Project shall survive any termination of this Agreement.

(e) The Borrower shall, at the Borrower's sole expense, comply with the provisions of the Master Indenture relating to the Facilities or which otherwise affect the Bonds.

(f) The Borrower hereby agrees that the Issuer shall have the right, upon reasonable written notice to the Borrower, to enter upon, inspect and examine any portion of the Project at any time during regular business hours in such manner as not to interfere with the normal operations of the Borrower so far as practicable. Representatives of the Borrower may accompany the employees, members or representatives of the Issuer on the premises.

(g) The Borrower hereby agrees to indemnify, protect and hold harmless the Issuer with respect to any nonpayment of any rebate amount with respect to the Bonds and such interest and penalties, and with respect to the unavailability or insufficiency of funds with which to make such payments and with respect to any expenses or costs incurred in complying with the terms of the Tax Agreement.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01. AGREEMENT EVENTS OF DEFAULT. Each of the following events shall constitute and be referred to herein as an "Agreement Event of Default":

(a) If the Borrower shall fail to make, when due, any payment of the principal of, the premium, if any, and interest on any payment hereunder or any Obligation No. 2 Payment when and as the same shall become due and payable, whether at maturity, by proceedings for redemption, by acceleration or otherwise, in accordance with the terms thereof.

(b) If the Borrower shall fail duly to comply with, observe or perform any other covenants, conditions, agreements or provisions hereof or under the Tax Agreement for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Borrower by the Issuer or the Bond Trustee, or to the Borrower, the Issuer and the Bond Trustee by the Holders of at least 25 percent in aggregate principal amount of the Bonds then Outstanding. If the breach of covenant or agreement is one which cannot be completely remedied within the 60 days after written notice has been given but is capable of cure, it shall not be an Agreement Event of Default as long as the Borrower has taken active steps within the 60 days after written notice has been given to remedy the failure and is diligently pursuing such remedy and provided such default is remedied within 365 days after the initial notice thereof.

(c) If there occurs any Bond Indenture Event of Default.

(d) If there occurs any Master Indenture Event of Default.

The Borrower shall immediately notify the Issuer and the Bond Trustee in writing if any Agreement Event of Default shall occur. Upon having actual notice of the existence of an Agreement Event of Default, the Bond Trustee shall serve written notice thereof upon the Borrower and the Master Trustee unless the Borrower has expressly acknowledged the existence of such Agreement Event of Default in a writing delivered by the Borrower to the Bond Trustee and the Master Trustee or filed by the Borrower in any court and the Bond Trustee has actual knowledge or notice of such filing.

SECTION 6.02. REMEDIES IN GENERAL. Upon the occurrence and during the continuance of any Agreement Event of Default, but subject to the rights of the Master Trustee under the Master Indenture, the Bond Trustee on behalf of the Issuer, at its option, and after indemnification for its costs, may take such action as it deems necessary or appropriate to collect amounts due hereunder, to enforce performance and observance of any obligation or agreement of the Borrower hereunder or to protect the interests securing the same, and may, without limiting the generality of the foregoing:

(a) Exercise any or all rights and remedies given hereby or available hereunder or given by or available under any other instrument of any kind securing the Borrower's performance hereunder.

(b) Take any action at law or in equity to collect the Obligation No. 2 Payments then due, whether on the stated due date or by declaration of acceleration or otherwise, for damages or for specific performance or otherwise to enforce performance and observance of any obligation, agreement or covenant of the Borrower hereunder.

(c) Apply to a court of competent jurisdiction for the appointment of a receiver (but only in the case of an Agreement Event of Default described in Section 6.01(a), (c) or (d) hereof) of any or all of the property of the Borrower, such receiver to have such powers as the court making such appointment may confer. Each member of the Borrower hereby consents and agrees, and will, if requested by the Bond Trustee, consent and agree at the time of application by the Bond Trustee for appointment of a receiver and to the appointment of such receiver and that such receiver may be given the right, power and authority, to the extent the same may lawfully be given, to take possession of and operate and deal with such property and the revenues, profits and proceeds therefrom, with like effect as such member of the Borrower could do so, and to borrow money and issue evidences of indebtedness as such receiver.

SECTION 6.03. DISCONTINUANCE OR ABANDONMENT OF DEFAULT PROCEEDINGS. If any proceedings taken by the Issuer or the Bond Trustee on account of any Agreement Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Issuer or the Bond Trustee, then and in every case the Issuer, the Bond Trustee, the Borrower shall be restored to their former position and rights hereunder, respectively, and all rights, remedies and powers of the Issuer and the Bond Trustee with respect to subsequent Agreement Events of Default shall continue as though no such proceeding had taken place.

SECTION 6.04. REMEDIES CUMULATIVE. No remedy conferred upon or reserved to the Issuer or the Bond Trustee hereby or now or hereafter existing at law or in equity or by statute, shall be exclusive but shall be cumulative with all others. Such remedies are not mutually exclusive and no election need be made among them, but any such remedy or any combination of such remedies may be pursued at the same time or

from time to time so long as all amounts realized are properly applied and credited as provided herein. No delay or omission to exercise any right or power accruing upon any Agreement Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient by the Issuer or the Bond Trustee. In the event of any waiver of an Agreement Event of Default hereunder, the parties shall be restored to their former positions and rights hereunder, but no such waiver shall extend to any other or subsequent Agreement Event of Default or impair any right arising as a result thereof. In order to entitle the Bond Trustee to exercise any remedy reserved to it, it shall not be necessary to give notice other than as expressly required herein.

SECTION 6.05. APPLICATION OF MONEYS COLLECTED. Any amounts collected pursuant to action taken under this Article VI shall be applied, subject to the provisions of the Master Indenture, in accordance with the provisions of Article VII of the Bond Indenture, and to the extent applied to the payment of amounts due on the Bonds shall be credited against amounts due on Obligation No. 2.

SECTION 6.06. ATTORNEYS' FEES AND OTHER EXPENSES. If, as a result of the occurrence of an Agreement Event of Default, the Issuer or the Bond Trustee employs attorneys or incurs other expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Borrower (including attorneys' fees incurred in any bankruptcy proceeding), the Borrower will, on demand, reimburse the Issuer or the Bond Trustee, as the case may be, for the reasonable out-of-pocket fees and expenses of such attorneys and their paralegals and such other reasonable out-of-pocket expenses so incurred.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01. AMENDMENTS AND SUPPLEMENTS. This Agreement may be amended, changed or modified only as provided in Article X of the Bond Indenture. Written consent of the Issuer shall be required for any amendments materially affecting the retained rights of the Issuer, including any indemnification rights, any material terms of the Bonds or any amendments to this Section 7.01.

SECTION 7.02. APPLICABLE LAW; ENTIRE UNDERSTANDING. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State. This Agreement, together with the other accompanying documents, express the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth herein or incorporated herein by reference.

SECTION 7.03. EXECUTION IN COUNTERPARTS; ONE INSTRUMENT. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SECTION 7.04. SEVERABILITY. In the event any clause or provision hereof shall be held to be invalid by any court of competent jurisdiction, the invalidity of any such clause or provision shall not affect any of the remaining provisions hereof.

SECTION 7.05. NON-BUSINESS DAYS. When any action is provided for herein to be done on a day named or within a specified time period, and the day or the last day of the period falls on a day other than a Business Day, such action may be performed on the next ensuing Business Day with the same effect as though performed on the appointed day or within the specified period.

SECTION 7.06. APPROVAL OF BOND INDENTURE AND BONDS. The Borrower hereby approves the Bond Indenture and accepts all provisions contained therein, including, specifically the obligations of the Borrower to provide written direction to the Issuer and to pay expenses of the Issuer. The Borrower hereby approves the issuance of the Bonds as prescribed in the Bond Indenture.

SECTION 7.07. LIMITATION OF RIGHTS. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any Person other than the parties hereto, the Borrower, the Bond Trustee on behalf of the Issuer and the Holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions or provisions herein contained; this Agreement and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Holders of the Bonds as herein provided.

SECTION 7.08. BINDING EFFECT. This instrument shall inure to the benefit of and shall be binding upon the Issuer and the Borrower and their respective successors and assigns subject to the limitations contained herein; provided, however, that the Bond Trustee shall have only such duties and obligations as are expressly given to it hereunder.

SECTION 7.09. NOTICES. Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first class mail, postage prepaid and addressed as follows or if given by facsimile transmission promptly confirmed by first class mail:

(i) If to the Issuer, addressed to:

City of Pompano Beach, Florida
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Attention: City Manager
Telephone: (954) 786-4600
Facsimile:

With a copy to:

Office of City of Pompano Beach City Attorney
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Attention: City Attorney
Telephone: (954) 786-4600
Facsimile:

(ii) If to the Bond Trustee, addressed to:

U.S. Bank National Association
200 South Biscayne Blvd. Suite 1870
Miami, FL 33131
Attention: U.S. Bank Global Corporate Trust Services
Telephone: (305) 350-1750
Facsimile: (305) 350-1746

(iii) If to the Borrower, addressed to:

John Knox Village of Florida, Inc.
651 S.W. 6th Street
Pompano Beach, Florida 33060
Attention: Chief Executive Officer and Chief Financial Officer
Telephone: (954) 783-4020
Facsimile: (954) 783-4097

The Issuer, the Bond Trustee and the Borrower may from time to time by notice in writing to the others designate a different address or addresses for notice hereunder.

IN WITNESS WHEREOF, the Borrower has caused these presents to be signed in its name and on its behalf by its duly authorized officer, and the Issuer has caused these presents to be signed in its name and on its behalf and attested by its duly authorized secretary, all as of the day and year first above written.

JOHN KNOX VILLAGE OF FLORIDA, INC.

_____
Name:
Title:

CITY OF POMPANO BEACH, FLORIDA

_____
[Mayor][City Manager]

ATTEST:

_____
City Clerk

EXHIBIT C

FORM OF PURCHASE CONTRACT

AGENDA VERSION

City of Pompano Beach, Florida
Revenue Bonds
(John Knox Village Project),
Series 2015

BOND PURCHASE AGREEMENT

January ___, 2015

City of Pompano Beach, Florida
Pompano Beach, Florida

John Knox Village of Florida, Inc.,
as Obligated Group Representative on
behalf of itself and the Obligated Group
Pompano Beach, Florida

To the Addressees:

The undersigned, PNC Capital Markets LLC (the "Underwriter"), being duly authorized, hereby offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the City of Pompano Beach, Florida (the "Issuer") and John Knox Village of Florida, Inc. (the "Borrower") for the purchase by the Underwriter and the sale by the Issuer of the Bonds referred to in Section 1 hereof. This offer is made subject to acceptance by the Issuer and the Borrower of this Purchase Agreement, which acceptance shall be evidenced by the execution of this Purchase Agreement by duly authorized officers of the respective parties prior to 5:00 P.M., Eastern Daylight Time on February ___, 2015. Upon such acceptance, execution and delivery, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer, the Borrower and the Underwriter. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings assigned to them in the Bond Indenture (as defined below) or in the Final Official Statement referred to in Section 2 hereof.

1. Purchase and Sale. Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of $_____ in aggregate principal amount of City of Pompano Beach, Florida Revenue Bonds (John Knox Village Project), Series 2015 (the "Bonds"), at the purchase price of $_____ (which represents the par amount of the Bonds less underwriter's discount of $_____ **[plus/less]** original issue **[premium/discount]** of $_____).

2. Authorizing Instruments. The Bonds shall be as described in, and shall be authorized by, a resolution adopted by the Issuer on January 13, 2015 (the "Resolution"). The Bonds shall be issued and secured under and pursuant to a Bond Indenture to be to be dated as of February 1, 2015 (the "Bond Indenture"), between the Issuer and U.S. Bank National Association, as bond trustee (in such capacity, the "Bond Trustee"), and shall be payable from the Trust Estate (as defined in the Bond Indenture), including the revenues derived by the Issuer under a Loan Agreement to be dated as of February 1, 2015 (the "Loan

Agreement"), by and between the Issuer and the Borrower. The Borrower will secure and provide for the payment of its obligations under the Loan Agreement by issuing Obligation No. 2 relating to the Bonds ("Obligation No. 2") pursuant to Supplemental Indenture for Obligation No. 2 to be dated as of February 1, 2015 (the "Supplement") to the Amended and Restated Master Trust Indenture dated as of December 1, 2010, as amended, and as supplemented by the Supplemental Indenture for Obligation No. 2, to be dated as of February 1, 2015 (as amended, the "Master Indenture"), each between the Obligated Group and U.S. Bank National Association, as master trustee (in such capacity, the "Master Trustee").

Obligations issued under the Master Indenture are secured by (i) a security interest in the Gross Revenues (as defined in the Master Indenture) of the Obligated Group and by and (ii) the Mortgage (as defined in the Master Indenture).

The Bonds shall be dated their date of delivery (the "Closing Date"), and shall have the terms specified in the Preliminary Official Statement dated January ___, 2015 (the "Preliminary Official Statement") and the Final Official Statement to be dated the date of this Purchase Agreement (the "Final Official Statement"), including the principal amounts, maturities and interest rates set forth in Exhibit A annexed hereto. The Bonds shall be subject to optional and mandatory sinking fund redemption as described in Exhibit B hereto and as otherwise set forth in the Bond Indenture.

3. Public Offering of Bonds. The Underwriter agrees to make a bona fide public offering of the Bonds, solely pursuant to the Preliminary Official Statement and the Final Official Statement at the initial offering prices set forth on the inside cover page of the Final Official Statement, reserving, however, the rights to (i) change such initial offering prices as the Underwriter shall deem necessary in connection with the marketing of the Bonds and (ii) offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at concessions to be determined by the Underwriter. The Underwriter also reserves the right to over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above that which might otherwise prevail in the open market and to discontinue such stabilizing, if commenced, at any time.

The Issuer and the Borrower acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter; (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or fiduciary of the Issuer or the Borrower; (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Issuer or the Borrower with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer or the Borrower on other matters) nor has it assumed any other obligation to the Issuer or the Borrower except the obligations expressly set forth in this Purchase Agreement; (iv) the Underwriter has financial and other interests that differ from those of the Issuer and the Borrower; and (v) the Issuer and the Borrower have consulted with their own legal and financial advisors to the extent they deemed appropriate in connection with the offering of the Bonds.

4. Use of Proceeds. The proceeds to be received by the Issuer from the sale of the Bonds will be loaned to the Borrower pursuant to the Loan Agreement and will be used by the Borrower, together with other available moneys, to (1) finance and reimburse the Borrower for the cost of certain capital improvements for or to the senior living and health care facilities owned and operated by the Borrower; (2) fund a debt service reserve fund for the Bonds; and (3) pay the costs of issuance of the Bonds.

5. Preliminary and Final Official Statements.

(a) The Borrower has caused to be prepared, and the Borrower hereby confirms that it has heretofore made available to the Underwriter the Preliminary Official Statement. The Borrower agrees to deliver to the Underwriter, at such address as the Underwriter shall specify, as many copies of the Final Official Statement as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, as amended, (the "1934 Act") and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board. The Borrower agrees to deliver such Final Official Statement within seven business days after the execution hereof. The Issuer is not undertaking any responsibility for the accuracy or completeness of any of the information in the Preliminary Official Statement or the Final Official Statement except for the accuracy of the information contained under the captions "THE ISSUER" and "LITIGATION—Issuer."

(b) The Borrower by its acceptance hereof, ratifies and approves the Preliminary Official Statement as of its date and authorize and approves the Final Official Statement (the Final Official Statement and any amendments or supplements that may be authorized for use with respect to the Bonds are herein referred to collectively as the "Official Statement"), consent to their distribution and use by the Underwriter and authorize the execution of the Final Official Statement by duly authorized officers of the Borrower. The Borrower confirms that the Preliminary Official Statement was deemed "final," except for certain permitted omissions, within the contemplation of and for purposes of the Rule. The Issuer by its acceptance hereof approves the references to the City in the Preliminary Official Statement and the Final Official Statement and ratifies and approves its consent to the use and distribution thereof by the Underwriter in connection with the marketing and sale of the Bonds.

(c) The Underwriter shall give notice to the Issuer and the Borrower on the date after which no participating underwriter, as such term is defined in the Rule, remains obligated to deliver Final Official Statements pursuant to paragraph (b)(4) of the Rule.

6. Disclosure. As of the date hereof the Underwriter has filed with the Issuer the disclosure and truth-in-bonding statement attached hereto as Exhibit G.

7. Agreed Upon Procedures and Auditor Consents.

(a) On or prior to the date of delivery of the Preliminary Official Statement, there has been delivered to the Underwriter (i) a letter of CliftonLarsonAllen LLP dated the date of the Preliminary Official Statement, with agreed upon procedures performed to a date not more than three (3) business days prior to the date thereof in substantially the form attached as Exhibit C hereto ("Agreed Upon Procedures Letter") and (ii) a letter from CliftonLarsonAllen LLP consenting to the inclusion of their report on the Borrower's audited financial statements and to references to them under the heading "FINANCIAL STATEMENTS" in the Preliminary Official Statement.

(b) At least three (3) business days prior to the printing of the Final Official Statement, there shall be delivered to the Underwriter (i) a letter of CliftonLarsonAllen LLP dated the date hereof, to the effect that such accountants reaffirm the statements made given in

the Agreed Upon Procedures Letter and (ii) a letter from CliftonLarsonAllen LLP consenting to the inclusion of their report on the Borrower's audited financial statements and to references to them under the heading "FINANCIAL STATEMENTS" in the Final Official Statement substantially in the form attached hereto as Exhibit C.

8. Representations, Warranties and Covenants of the Issuer. The Issuer hereby represents, warrants and covenants to the Underwriter as follows:

(a) The Issuer is a duly organized and existing municipal corporation of the State of Florida created and existing under the Constitution and laws of the State of Florida with the powers, among others, set forth in the Florida Constitution, the Charter of the Issuer, Chapter 166, Florida Statutes, as amended, and a "local agency" under Chapter 159, Part II, Florida Statutes, as amended.

(b) The Issuer is authorized under the laws of the State of Florida (i) to issue the Bonds for the purposes described in Section 4 hereof; (ii) to pledge the Trust Estate to the Bond Trustee under and pursuant to the Bond Indenture, for the benefit of the owners of the Bonds; (iii) to execute and deliver this Purchase Agreement, the Bonds, the Bond Indenture and the Loan Agreement; and (iv) to carry out and consummate all of the transactions contemplated on its part by this Purchase Agreement, the Resolution, the Bonds, the Bond Indenture, the Loan Agreement (collectively, the "Issuer Documents") and the Preliminary and Final Official Statements.

(c) The information relating to the Issuer under the captions "THE ISSUER" and "LITIGATION—Issuer" contained in the Preliminary Official Statement does not, and as of the date of closing such information in the Final Official Statement will be, true and correct in all material respects, and the Preliminary Official Statement does not and the Final Official Statement will not contain any untrue or misleading statement of a material fact relating to the Issuer or omit to state any material fact relating to the Issuer necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. It is understood and agreed to by the parties hereto that the Issuer's representations with respect to the information contained in the Preliminary Official Statement and Final Official Statement is limited to the foregoing.

(d) If, at any time prior to the earlier of (i) receipt of notice from the Underwriter pursuant to Section 5(c) hereof that the Final Official Statement is no longer required to be delivered under the Rule or (ii) 90 days after the Closing, any event occurs with respect to the Issuer, as a result of which the information in the Preliminary Official Statement or the Final Official Statement under the captions "THE ISSUER" and "LITIGATION - Issuer" as then amended or supplemented might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Underwriter in writing of such event. Any information supplied by the Issuer for inclusion in any amendments or supplements to the Preliminary Official Statement or Final Official Statement pursuant to the foregoing will not contain any untrue or misleading statement of a material fact relating to the Issuer or omit to state any material fact relating to the Issuer necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

[(e) The Issuer has duly adopted the Resolution and has duly authorized all actions required to be taken by it for (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Bond Indenture; (ii) the execution, delivery and due performance of this Purchase Agreement, the Bonds, the Bond Indenture and the Loan Agreement; and (iii) the delivery of the Preliminary and Final Official Statements, and any and all such other agreements and documents as may be required to be executed, delivered, or performed by the Issuer in order to carry out, give effect to and consummate the transactions contemplated on its part hereby and by each of the aforesaid documents.]

[(f) Except as may be described in the Preliminary and Final Official Statements, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer (or, to the knowledge of the Issuer, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Issuer from functioning or contesting or questioning the existence of the Issuer or the titles of the present officers of the Issuer to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the Issuer or the validity or enforceability of the Resolution, the Bonds, the Bond Indenture, the Loan Agreement, this Purchase Agreement or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby including, without limitation, the Issuer Documents or by the aforesaid documents; or (B) materially adversely affect (i) the transactions contemplated by the Issuer Documents; or (ii) the exemption of the interest on the Bonds from federal or State of Florida income taxation.]

(g) The adoption by the Issuer of the Resolution and the execution and delivery by the Issuer of the Issuer Documents, and the compliance with the provisions thereof, will not conflict with or constitute on the part of the Issuer a violation of, breach of or default under (i) any constitutional provision, statute, indenture, mortgage, lease, resolution, note, agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound; or (ii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its properties.

(h) The Issuer is not in breach of or in default under the Resolution, the Issuer Documents, any applicable law or administrative regulation of the State of Florida or the United States of America, or any applicable judgment or decree, or any loan agreement, note, resolution or other agreement or instrument to which the Issuer is a party or is otherwise subject, which breach or default would in any way materially adversely affect its authorization or issuance of the Bonds and the transactions contemplated hereby, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

(i) All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Issuer in connection with its issuance and sale of the Bonds, its execution and delivery of this Purchase Agreement, and the consummation by the Issuer of the transactions contemplated by this Purchase Agreement, the Resolution, the Bond Indenture, the Loan Agreement and the Preliminary and Final Official Statements have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable state securities or "Blue Sky" laws.

(j) Neither the Issuer nor anyone acting on its behalf has, directly or indirectly, offered the Bonds or any similar securities of the Issuer relating in any way to any related project or facility or to the Borrower for sale to, or solicited any offer to buy the same from, anyone other than the Underwriter.

(k) To the best of its knowledge, neither the Securities and Exchange Commission nor any state securities commission has issued or threatened to issue any order preventing or suspending the use of the Preliminary Official Statement or of the Final Official Statement.

(l) Any certificate signed by an authorized officer of the Issuer delivered to the Underwriter shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein, and not a representation or warranty of the individual signatory.

(m) The Issuer has the power to issue, as a conduit issuer, bonds as limited obligations of the Issuer, payable solely from payments to be made by the respective non-governmental entities which use or own the projects financed. Some bonds issued by the Issuer may have been, and may continue to be, in default, but to the best knowledge of the Issuer, the borrowers under the related loan or lease agreements are unrelated to the Borrower and other members of the Obligated Group, if any. To the best knowledge of the Issuer, the Issuer has not been in default as to principal or interest at any time after December 31, 1975, as to any debt obligations relating to the Borrower or any other member of the Obligated Group.

[(n) This Purchase Agreement, the Bond Indenture and the Loan Agreement are in the substantial forms approved by the Issuer and upon the execution and delivery thereof by the Issuer and the other parties thereto, each will constitute the legal, valid and binding obligation of the Issuer, enforceable in accordance with its terms (subject in each case to principles of equity, regardless of whether proceedings for enforcement be of a legal or equitable nature, and to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect).]

[(o) The Bonds will be duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding limited obligations of the Issuer and are entitled to the benefits and security of the Bond Indenture (subject to principles of equity, regardless of whether proceedings for enforcement be of a legal or equitable nature, and any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect).]

(p) The Bonds will be limited obligations of the Issuer, payable from and secured by the Trust Estate, including the moneys derived by the Issuer from the Borrower pursuant to the Loan Agreement, and will not constitute an obligation or debt of the Issuer or the State of Florida, or any political subdivision thereof, and neither the faith nor credit of the Issuer or the State of Florida, or any political subdivision thereof, is pledged to the payment of the Bonds.

(q) To the best of its knowledge, the Issuer has not been advised by the Commissioner, any District Director, or any other official of the Internal Revenue Service ("IRS") that certifications by the Issuer with respect to arbitrage may not be relied upon.

(r) The Issuer has and will cooperate with any reasonable request of the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States of America as the Underwriter may request; provided, however, that the Issuer will not be required to pay any expenses or costs (including but not limited to legal fees) incurred in connection with such qualification or to qualify as a foreign corporation or to file any general or special consent to service of process under the laws of any state or other jurisdictions of the United States.

9. Representations, Warranties and Covenants of the Borrower. In order to induce the Underwriter and the Issuer to enter into this Purchase Agreement and in order to induce the Issuer to enter into the Loan Agreement and this Purchase Agreement, the Borrower represents, warrants and covenants to the Underwriter and the Issuer as follows:

(a) The Borrower is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to transact business as a corporation in good standing under the laws of the State of Florida.

(b) The Borrower is authorized under the laws of the State of Florida to carry out and consummate all of the transactions contemplated on its part by this Purchase Agreement, the Loan Agreement, the Master Indenture, Obligation No. 2, the Supplement, the Continuing Disclosure Certificate to be dated as of February 1, 2015 (the "Continuing Disclosure Certificate") from the Borrower, the Mortgage, the Preliminary Official Statement and the Final Official Statement (collectively, the "Borrower Documents"). The Borrower is currently the sole Member of the Obligated Group.

(c) The Borrower has been determined to be and is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") by virtue of being an organization described in Section 501(c)(3) of the Code, is not a "private foundation" as defined in Section 509(a) of the Code and is exempt from federal income taxation under Section 501(a) of the Code, with the exception of any taxation deemed to be unrelated business taxable income and with the exception of any amounts deemed taxable by virtue of Section 527(f) of the Code. The Borrower (i) has not impaired its status as an organization exempt from federal income taxes under the Code, (ii) is in compliance with the provisions of the Code and any applicable regulations thereunder necessary to maintain such status, (iii) is organized and operated exclusively for charitable, educational or benevolent purposes and not for pecuniary profit, and (iv) is organized and operated such that no part of its net earnings will inure to the benefit of any private shareholder or individual.

(d) The Borrower (i) agrees to file annual returns of an exempt organization on Form 990 for each fiscal year as required by law; and (ii) is not currently and does not expect to be the subject of any claim by the IRS that its operations or activities constitute a trade or business that, within the meaning of Section 513 of the Code, is unrelated to the purposes for which such Member is organized and operated.

(e) The Borrower has all necessary corporate power and authority (i) to conduct its business and operate all of its properties and facilities; (ii) to execute and deliver the Borrower Documents and to perform its obligations under the Borrower Documents; and (iii) to carry out and consummate all the transactions contemplated on its part by the Borrower Documents.

(f) The information relating to the Borrower, its properties, financial condition and operations contained in the Preliminary Official Statement is, and as of the date of closing such information in the Final Official Statement will be, true and correct in all material respects, and the Preliminary Official Statement does not and the Final Official Statement will not contain any untrue or misleading statement of a material fact relating to the Borrower, its properties, financial condition or operations or omit to state any material fact relating to the Borrower necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(g) The Borrower has duly authorized all actions required to be taken by it for the execution and delivery of the Borrower Documents, and due performance of the Borrower Documents.

(h) The Master Indenture, the Loan Agreement, Obligation No. 2, the Supplement, the Continuing Disclosure Certificate and the Mortgage are in the substantial forms or otherwise within the scope approved by the Borrower, and upon the execution and delivery thereof (which in certain cases occurred prior to the date of this Purchase Agreement), each will (or does in the case of documents executed and delivered prior to the date of this Purchase Agreement) constitute the valid and legally binding obligation of the Borrower, enforceable in accordance with its terms (subject in each case to usual principles of equity and to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect).

(i) The Borrower will apply the moneys loaned by the Issuer from the proceeds of the sale of the Bonds as specified in the Bond Indenture, the Loan Agreement, the Preliminary and Final Official Statements and this Purchase Agreement.

(j) Except as described in the Preliminary and Final Official Statements, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending (as to which the Borrower has received notice or service of process) or, to the knowledge of the Borrower, threatened against or affecting the Borrower (or, to the knowledge of the Borrower, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Borrower from functioning, or contesting or questioning the existence of the Borrower or the titles of the current officers of the Borrower to their offices or (ii) wherein an unfavorable decision, ruling or finding would adversely affect (A) the existence or powers of the Borrower; (B) the financial position of the Borrower; (C) the tax-exempt status of the Borrower under Sections 501(a) and 501(c)(3) of the Code; (D) the transactions contemplated hereby or by the documents referred to in (E) immediately below; (E) the validity or enforceability of the Bonds, the Bond Indenture, the Loan Agreement, the Master Indenture, Obligation No. 2, the Supplement, this Purchase Agreement, the Continuing Disclosure Certificate, the Mortgage or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the aforesaid documents; or (F) the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation.

(k) The execution and delivery by the Borrower of this Purchase Agreement, the Master Indenture, the Loan Agreement, Obligation No. 2, the Supplement, the Mortgage, the Continuing Disclosure Certificate and the other documents contemplated hereby and by the

Preliminary and Final Official Statements, and the compliance by the Borrower with the provisions thereof, do not conflict with or constitute on the part of the Borrower a violation of, breach of or default under (i) its Articles of Incorporation, Bylaws or any other governing instruments; (ii) any constitutional provision, statute, indenture, mortgage, lease, resolution, note, agreement or other agreement or instrument to which it is a party or by which it is bound; or (iii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Borrower or any of its properties. All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Borrower in connection with the issuance and sale of the Bonds, the execution and delivery of this Purchase Agreement, and the consummation of the transactions contemplated by this Purchase Agreement, the Bond Indenture, the Loan Agreement, the Master Indenture, Obligation No. 2, the Supplement, the Mortgage, the Continuing Disclosure Certificate and the Preliminary and Final Official Statements have been duly obtained and remain in full force and effect, except those related to the installation of the capital improvements being financed with the proceeds of the Bonds that cannot be obtained at this time (but which the Borrower reasonably believes will be obtained) and that no representation is made as to compliance with any applicable state securities or "Blue Sky" laws.

(l) Neither the Borrower nor anyone acting on its behalf has, directly or indirectly, offered the Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Underwriter.

(m) The Preliminary and Final Official Statements have been duly authorized by the Borrower, and the Borrower has consented to the use of the Preliminary and Final Official Statements by the Underwriter in connection with the offering of the Bonds.

(n) Neither the Securities and Exchange Commission nor any state securities commission has issued or, to the best of the knowledge of the Borrower, threatened to issue, any order against the Borrower preventing or suspending the use of the Preliminary Official Statement or the Final Official Statement or otherwise seeking to enjoin the offer or sale of the Bonds.

(o) Any certificate signed by an authorized officer of the Borrower and delivered to the Issuer or the Underwriter shall be deemed a representation and warranty by the Obligated Group to the Issuer or the Underwriter as to the statements made therein.

(p) The Borrower has never defaulted in the payment of principal of or interest on any of its bonds, notes or other securities.

(q) The Borrower has created no other lien, encumbrance or security interest with respect to the Mortgaged Property or the Gross Revenues (each as defined in the Master Indenture) other than those permitted by the Master Indenture.

(r) The Borrower has and will cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States of America as the Underwriter may request; provided, however, that the Borrower will not be required to qualify as a foreign corporation or file any special or general consents to service of process under the laws of any state.

(s) The Borrower will establish and adopt appropriate continuing disclosure policies and procedures and training regarding its continuing disclosure obligations pursuant to the Rule within 180 days after the execution and delivery of this Bond Purchase Agreement

10. Closing. By no later than 1:00 P.M., Eastern Time, on February ___, 2015 (the "Closing Date"), the Issuer will deliver, or cause to be delivered, to or upon the order of the Underwriter, the Bonds, in definitive form, duly executed and authenticated, together with the other documents required in Section 11 hereof, and the Underwriter will accept such delivery and pay the purchase price of the Bonds. Payment for the Bonds shall be made in immediately available funds by check or by bank wire transfer payable to the order of the Bond Trustee on behalf of the Issuer.

The closing of the sale of the Bonds as aforesaid (the "Closing") shall be held at the offices of _____, _____, Florida, except that physical delivery of the Bonds shall be made to the Bond Trustee as agent for The Depository Trust Company, for the account of the Underwriter. Unless otherwise requested by the Underwriter at or prior to the Closing, the Bonds will be delivered at the Closing in fully registered form, registered to Cede & Co., and in the form of one certificate for each maturity of the Bonds.

11. Closing Conditions. The obligations of the Underwriter hereunder shall be subject (i) to the performance by the Issuer and the Borrower of their respective obligations to be performed hereunder at and prior to the Closing or such earlier time as may be specified herein; (ii) to the accuracy of each of the representations and warranties of the Issuer and the Borrower contained herein as of the date hereof and as of the time of the Closing, as if made at and as of the time of the Closing; and (iii) to the following conditions, including the delivery by the Issuer and the Borrower of such documents as are contemplated hereby in form and substance satisfactory to the Underwriter and its counsel:

(a) At the time of the Closing (i) the Final Official Statement, the Bond Indenture, the Loan Agreement, the Master Indenture, Obligation No. 2, the Continuing Disclosure Certificate, the Supplement and the Mortgage shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter; (ii) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions, including the Resolution as, in the reasonable opinion of Bond Counsel and Counsel to the Underwriter, shall be necessary in connection with the transactions contemplated hereby;

(b) At or prior to the Closing, the Underwriter shall have received the following documents:

(i) The approving opinion of Bond Counsel, dated the date of the Closing and substantially in the form attached as Appendix E to the Final Official Statement, together with a reliance letter addressed to the Underwriter (which may be included in the opinion referred to in clause (ii) below).

(ii) The supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Issuer and the Underwriter, to the effect that based on their review of the Final Official Statement the statements set forth therein under the headings "INTRODUCTION - Purpose of the Bonds and - Security for the Bonds," "PLAN OF FINANCE," "THE BONDS," "SECURITY FOR THE BONDS" and "TAX MATTERS" and in Appendices C and E, solely insofar as such statements purport to

describe or summarize the provisions of the Act, the Bonds, the Bond Indenture, the Loan Agreement, the Master Indenture, the Supplement, the Mortgage, Obligation No. 2 and certain provisions of the Code, are accurate and fair summaries of the provisions purported to be summarized therein.

(iii) An opinion of Counsel to the Borrower, dated the date of the Closing and substantially in the form attached hereto as Exhibit D.

(iv) An opinion of Counsel to the Issuer, dated the date of the Closing, and substantially in the form attached hereto as Exhibit E.

(v) An opinion of Counsel to the Underwriter, dated the date of closing, and substantially in the form attached hereto as Exhibit F.

(vi) An opinion of Counsel to the Bond Trustee and the Master Trustee addressed to the Issuer and the Underwriter in a form reasonable acceptable to Bond Counsel and Counsel to the Underwriter.

(vii) A certificate of the Issuer, dated the date of Closing, signed by an authorized officer of the Issuer in form and substance reasonably satisfactory to the Underwriter, its counsel and Bond Counsel, to the effect that the representations and warranties of the Issuer contained herein are true and correct in all material respects as of the Closing and that the Issuer has performed its obligations under this Purchase Agreement.

(viii) A certificate of the Borrower, dated the Closing Date, signed by an authorized officer of the Borrower in form and substance reasonably satisfactory to the Underwriter, its counsel and Bond Counsel, to the effect that the representations and warranties of the Borrower contained herein are true and correct in all material respects as of the Closing and that the Borrower has performed its obligations under this Purchase Agreement.

(ix) The Preliminary and Final Official Statements duly executed, as applicable, by the Borrower by duly authorized officers together with evidence of the consent by CliftonLarsonAllen LLP to the inclusion of their report in Appendix B to the Preliminary and Final Official Statements.

(x) Executed counterparts (or copies, as applicable) of the Bond Indenture, the Loan Agreement, the Master Indenture, Obligation No. 2, the Supplement, the Continuing Disclosure Certificate and the Mortgage, together with due evidence of the recording of any Uniform Commercial Code financing statements required with respect thereto.

(xi) Certified copy of the Resolution, authorizing the issuance, sale, execution and delivery of the Bonds and the execution, delivery and performance of the Bond Indenture, the Loan Agreement and this Purchase Agreement, and authorizing the use of the Preliminary and Final Official Statements by the Underwriter in connection with the offering of the Bonds.

(xii) Certified copy of resolutions of the Borrower authorizing the execution, delivery and performance of the Borrower Documents, and authorizing the use of the Preliminary and Final Official Statements by the Underwriter in connection with the offering of the Bonds.

(xiii) A specimen of the Bonds.

(xiv) Evidence of maintenance of insurance required by the Master Indenture.

(xv) A letter from CliftonLarsonAllen LLP dated within not more than three (3) business days prior to any Supplement to the Official Statement related to the distribution of the audited financial statements of the Borrower for the Fiscal Year ended December 31, 2013 consenting to the inclusion of their report in such Supplement.

(xvi) Copies of the (A) Articles of Incorporation of the Borrower, certified as of a recent date by the Secretary of State of Florida and (B) Bylaws of the Borrower, together with a certificate of an officer of the Borrower that such Articles of Incorporation and bylaws have not been amended, modified, revoked or rescinded and are in full force and effect as of the Closing Date.

(xvii) A Certificate of the Secretary of State of the State of Florida with respect to the good standing of the Borrower.

(xviii) IRS Form 8038, signed by an authorized officer of the Issuer.

(xix) Evidence satisfactory to Bond Counsel and Counsel to the Underwriter that the Borrower is an organization described in Section 501(c)(3) of the Code and is not a private foundation as described in Section 509(a) of the Code.

(xx) Evidence of public hearings and approvals relating thereto by the Issuer and each entity having legislative authority over the jurisdiction in which the capital improvements being financed or reimbursed with the proceeds of the Bonds are or will be located, as required by Section 147(f) of the Code, together with an executed copy of the Interlocal Agreement between the Issuer and each of such entities.

(xxi) The certificates and opinions required by the Master Indenture for the issuance thereunder of Obligation No. 2.

(xxii) The Tax Certificate, between the Borrower and the Issuer.

(xxiii) One signed copy of a request and authorization to the Bond Trustee to authenticate and deliver the Bonds.

(xiv) Rating letter from Fitch Ratings, Inc. ("Fitch") confirming that the Bonds have been rated "A-".

(xv) Such additional legal opinions, certificates, proceedings, instruments and other documents as Counsel for the Underwriter may reasonably request to evidence compliance by the Issuer and the Borrower with the legal requirements, the truth and

accuracy, as of the time of Closing, of the representations of the Issuer and the Borrower herein contained and the due performance or satisfaction by the Issuer and the Borrower, at or prior to the Closing, of all agreements then required to be performed and all conditions then required to be satisfied by the Issuer and the Borrower at the Closing.

12. Conditions to Obligations of the Underwriter. The Underwriter shall have the right to cancel its obligations to purchase and accept delivery of the Bonds hereunder by notifying the Issuer and the Borrower, in writing, of its election to do so between the date hereof and the Closing if, on or after the date hereof and prior to the Closing:

(a) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States (and actively considered for enactment by Congress), or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the Borrower or the Issuer or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, including but not limited to any challenge of any Member of the Obligated Group as to its status as an organization described in Sections 501(a) and 501(c)(3) of the Code, that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds or the market price generally of obligations of the general character of the Bonds; or

(b) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by the Issuer, any governmental body, department or agency of the State of Florida or a decision by any court of competent jurisdiction within the State of Florida shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds; or

(c) any action shall have been taken by the Securities and Exchange Commission that would require the registration of the Bonds under the Securities Act of 1933, as amended (the "1933 Act"), or the qualification of the Bond Indenture or the Master Indenture under the Trust Indenture Act of 1939, as amended (the "TIA"); or

(d) any event shall have occurred or shall exist that, in the opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Preliminary and Final Official Statements, or (ii) is not reflected in the Preliminary and Final Official Statements and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, and the Issuer and the Borrower shall not agree to supplement the Preliminary and Final Official Statements to correct the same; or

(e) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, (i) the

United States engaging in hostilities or (ii) a declaration of war or a national emergency by the United States (including acts of terrorism) on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds; or

(f) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Bonds or a general banking moratorium shall be declared by federal, Florida or New York authorities; or

(g) there shall have occurred any change in the financial condition or affairs of the Borrower, the effect of which, in the reasonable judgment of the Underwriter, is so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Bonds on the terms and in the manner contemplated by the Preliminary and Final Official Statements; or

(h) Any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or questioning any authority for or the validity of the Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the Issuer or any of the Members of the Obligated Group taken with respect to the issuance and sale thereof; or

(i) The withdrawal or downgrading of the Fitch rating on the Bonds.

13. Termination by the Underwriter. If the Issuer or the Borrower is unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate at the option of the Underwriter and neither the Underwriter nor the Issuer nor the Borrower shall be under further obligation hereunder; except that the respective obligations to indemnify and pay expenses, as provided in Sections 15 and 18 hereof, shall continue in full force and effect.

14. Termination by the Issuer. The Issuer's obligations hereunder to sell and deliver the Bonds to the Underwriter shall be subject to the satisfaction of all of the conditions set forth in Section 11 above (unless waived by the Underwriter), the performance by the Borrower of the obligations and agreements to be performed thereby at or prior to the Closing Date, including those hereunder, and to the accuracy in all material respects of the representations, warranties and covenants of the Borrower contained herein and in the transaction documents as of the date hereof and as of the Closing Date; and shall also be subject to the following conditions:

(a) The Bond Trustee (on behalf of the Issuer) shall receive the purchase price for the Bonds in accordance with the terms hereof and of the Bond Indenture; and

(b) All certificates, opinions and other documents relating to the transactions; contemplated by this Purchase Agreement shall be delivered in form and substance satisfactory to Counsel to the Issuer; and

(c) All fees and expenses payable by the Borrower pursuant to, and other obligations of the Borrower pursuant to, the Preliminary Agreement dated _____, 2015 between the Issuer and the Borrower shall have been performed or completed with; and

(d) The Bonds have received a rating of "A-" from Fitch.

15. Indemnification.

(a) To the fullest extent permitted by applicable law, the Borrower agrees to indemnify and hold harmless the Underwriter, the Issuer or the other persons described in subsection (b) below against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof), (i) to which the Underwriter, the Issuer or the other persons described in subsection (b) below may become subject under any federal or state securities laws or other statutory law or at common law or otherwise, caused by or arising out of or based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary and Final Official Statements and not furnished by the indemnified party (it being understood and agreed that the Issuer is responsible solely for the information contained under the captions "THE ISSUER" and "LITIGATION—Issuer") or in the information furnished by the Borrower, directly or indirectly or caused by any omission or alleged omission of information regarding the Borrower from the Preliminary and Final Official Statements and (ii) to which the parties indemnified hereunder or any of them may become subject under the 1933 Act, the 1934 Act, the TIA, the rules or regulations under said acts, insofar as such losses, claims, damages, expenses, actions or liabilities arise out of or are based upon the failure to register the Bonds or any security therefor under the 1933 Act or to qualify the Bond Indenture or the Master Indenture under the TIA; provided, however, that with respect to (i) above, the Borrower shall not be required to indemnify or hold harmless the Issuer with respect to statements in the Preliminary and Final Official Statements under the captions "THE ISSUER" and "LITIGATION—Issuer" and with respect to (ii) above, the Borrower shall not be required to indemnify or hold harmless the Issuer with respect to any willful misconduct of the Issuer or the Underwriter with respect to the negligence or willful misconduct of the Underwriter.

(b) The indemnity provided under this Section 15 shall extend upon the same terms and conditions to each member, officer, director, employee, agent or attorney of the Underwriter or the Issuer, and each person, if any, who controls the Underwriter or the Issuer within the meaning of Section 16 of the 1933 Act or Section 20 of the 1934 Act. Such indemnity shall also extend, without limitation, to any and all expenses whatsoever reasonably incurred by any indemnified party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of any such loss, damage, expense, liability or claim (or action in respect thereof), whether or not resulting in any liability, and shall include any loss to the extent of the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein if such settlement is effected with the written consent of the Borrower.

(c) Within a reasonable time after an indemnified party under paragraphs (a) and (b) of this Section 15 shall have been served with the summons or other first legal process or shall have received written notice of the threat of a claim in respect of which an indemnity may be claimed, such indemnified party shall, if a claim for indemnity in respect thereof is to be made

against the Borrower under this Section 15, notify the Borrower in writing of the commencement thereof; but the omission to so notify the Borrower shall not relieve it from any liability that it may have to any indemnified party other than pursuant to paragraphs (a) and (b) of this Section 15. The Borrower shall be entitled to participate at its own expense in the defense, and if the Borrower so elects within a reasonable time after receipt of such notice, or all indemnified parties seeking indemnification in such notice so direct in writing, the Borrower shall assume the defense of any suit brought to enforce any such claim, and in either such case, such defense shall be conducted by counsel chosen promptly by the Borrower and reasonably satisfactory to the indemnified party; provided however, that, if the defendants in any such action include such an indemnified party and the Borrower, or include more than one indemnified party and any such indemnified party shall have been advised by its counsel that there may be legal defenses available to such indemnified party that are different from or additional to those available to the Borrower or another defendant indemnified party, and that in the reasonable opinion of such counsel are sufficient to make it undesirable for the same counsel to represent such indemnified party and the Borrower, or another defendant indemnified party, such indemnified party shall have the right to employ separate counsel (who are reasonably acceptable to the Borrower) in such action, and in such event the reasonable fees and expenses of such counsel shall be borne by the Borrower. Nothing contained in this paragraph (c) shall preclude any indemnified party, at its own expense, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the hereunder.

(d) If the indemnification provided for in paragraphs (a) and (b) of this Section 15 is unavailable or insufficient to hold harmless and indemnify any indemnified party in respect of any losses, damages, expenses, liabilities, or claims (or actions in respect thereof) referred to therein, then the Borrower, on the one hand, and the Underwriter, on the other hand, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, expenses, actions or liabilities in such proportion as is appropriate to reflect the relative benefits received by the Borrower on the one hand and the Underwriter on the other hand from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, or if the indemnified party failed to give the notice required under subsection (c) above, the Borrower on the one hand and the Underwriter on the other hand shall contribute to such amount paid or payable by the indemnified party in such proportion as is appropriate to effect not only such relative benefits but also the relative fault of the Borrower on the one hand and the Underwriter on the other in connection with the statements or omissions that resulted in such losses, claims, damages, expenses, actions or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Borrower on the one hand and the Underwriter on the other hand shall be deemed to be in such proportion so that the Underwriter is responsible for that portion represented by the percentage that the underwriting discount payable to the Underwriter hereunder (i.e., the excess of the aggregate public offering price for the Bonds as set forth on the inside cover page of the Final Official Statement over the price to be paid by the Underwriter to the Issuer upon delivery of the Bonds as specified in Section 1 hereof) bears to the aggregate public offering price as described above, and the Borrower is responsible for the balance. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Borrower on the one hand or the Underwriter on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Borrower and the Underwriter agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, damages, expenses, liabilities, claims or actions referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim.

The foregoing indemnification shall be in addition to any indemnification provisions of the Loan Agreement.

16. Survival of Indemnity. The indemnity and contribution provided by Section 15 hereof shall be in addition to any other liability that the Borrower may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of the Underwriter, the Issuer and each member, director, officer, employee, agent, attorney and controlling person referred to therein, and their respective successors, assigns and legal representatives, and no other person acquire or have any right under or by virtue of such provisions of this Purchase Agreement. The indemnity and contribution provided by Section 15 hereof shall survive the termination or performance of this Purchase Agreement.

17. Survival of Representations. All representations, warranties and agreements of the Borrower set forth in or made pursuant to this Purchase Agreement shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

18. Payment of Expenses. If the Bonds are sold to the Underwriter by the Issuer, the Borrower shall pay, out of the proceeds of the Bonds or from their own funds, any expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation, reproduction, printing, distribution, mailing, execution, delivery, filing and recording, as the case may be, of this Purchase Agreement, the Bond Indenture, the Loan Agreement, Obligation No. 2, the Supplement, the Continuing Disclosure Certificate, the Mortgage, the Preliminary Official Statement, the Final Official Statement, Blue Sky Memoranda and all other agreements and documents required in connection with the consummation of the transactions contemplated hereby; (ii) the cost of the preparation, engraving, printing, execution and delivery of the definitive Bonds; (iii) the fees and disbursements of the Issuer, Bond Counsel, Counsel for the Issuer, Counsel for the Borrower, Counsel for the Bond Trustee and the Master Trustee, Counsel for the Underwriter, accountants, feasibility consultant and any other experts retained by the Borrower; (iv) the acceptance fees of the Bond Trustee and Master Trustee; and (v) the cost of transportation and lodging for representatives of the Issuer and the Borrower in connection with attending meetings and the Closing.

The Borrower shall also pay any expenses incident to the performance of its obligations hereunder and, if the Bonds are not sold by the Issuer to the Underwriter, the Borrower shall pay all expenses incident to the performance of the Issuer's obligations hereunder as provided above.

The Underwriter shall pay (i) the cost of preparing and publishing all advertisements approved by it relating to the Bonds upon commencement of the offering of the Bonds; (ii) the cost of the transportation and lodging for officials and representatives of the Underwriter to attend meetings and the Closing; (iii) any fees of the Municipal Securities Rulemaking Board in connection with the issuance of the Bonds; and (iv) the cost of obtaining CUSIP numbers assignment for the Bonds.

19. Benefit of this Purchase Agreement. This Purchase Agreement shall inure to the benefit of and be binding upon the Issuer, the Borrower and the Underwriter and their respective successors and assigns. Nothing in this Purchase Agreement is intended or shall be construed to give any person, firm or corporation, other than the parties hereto and their respective successors and assigns, and the persons entitled to indemnity and contribution under Section 15 hereof, and their respective successors, assigns and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Purchase Agreement or any provision herein contained. This Purchase Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and the persons entitled to indemnity and contribution under Section 15 hereof, and their respective successors, assigns and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser who purchases the Bonds from the Underwriter or other person or entity shall be deemed to be a successor merely by reason of such purchase.

20. Notices. Any notice or other communication to be given to the Issuer or the Borrower under this Purchase Agreement may be given by delivering the same in writing or by telex or telecopy to the address shown below, and any notice under this Purchase Agreement to the Underwriter may be given by delivering the same in writing to the Underwriter, as follows:

To the Issuer:	City of Pompano Beach, Florida 100 West Atlantic Boulevard, Room 480 Pompano Beach, Florida 33060 Attention: City Manager
together with a copy to:	City of Pompano Beach, Florida 100 West Atlantic Boulevard Pompano Beach, Florida 33060 Attention: Office of the City Attorney
To the Borrower:	John Knox Village of Florida, Inc. 651 S.W. 6th Street Pompano Beach, Florida 33060 Attention: Chief Executive Officer and Chief Financial Officer
To the Underwriter:	PNC Capital Markets LLC 1600 Market Street, 21st Floor Philadelphia, Pennsylvania 19103 Attention: Christopher Tucker, Managing Director
together with a copy to:	Bryant Miller Olive P.A. 135 West Central Boulevard, Suite 700 Orlando, Florida 32801 Attention: Randall C. Clement

21. Waiver and Release of Personal Liability. No recourse under or upon any obligation, indemnity, covenant or agreement contained in this Purchase Agreement or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by legal or equitable proceedings by virtue of any constitution or statute or otherwise or under any circumstances, under or independent of this Purchase Agreement, shall be had against any trustee, director, member, commissioner, officer,

employee or agent, as such, past, present or future, of the Issuer, either directly or through the Issuer, or otherwise, for the payment for or to the Issuer or any receiver thereof, or to the Underwriter or otherwise of any amount that may become owed by the Borrower hereunder. Any and all personal liability of every nature, whether at common law or in equity, or by statute or constitution or otherwise, of any trustee, director, member, commissioner, officer, employee or agent, as such, by reason of any act or omission on his or her part or otherwise, for the payment by or to the Issuer or any receiver thereof, the Underwriter or otherwise, of any amount that may become owed by the Issuer hereunder is hereby expressly waived and released as a condition of and in consideration for the execution of this Purchase Agreement.

22. Governing Law. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

23. Effective Time of this Agreement. This Purchase Agreement shall become effective upon the acceptance hereof by the Issuer and the Borrower.

24. Severability. If any provisions of this Purchase Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Purchase Agreement contained, shall not affect the remaining portions of this Purchase Agreement, or any part thereof.

[Remainder of Page Intentionally Left Blank]

Execution in Counterparts. This Purchase Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

Very truly yours,

PNC CAPITAL MARKETS LLC,
as Underwriter

By:_____
Christopher Tucker, Managing Director

[Signature Page | Bond Purchase Agreement.]

Accepted and agreed to as
of the date first above written:

CITY OF POMPANO BEACH, FLORIDA,
as Issuer

By:_____
[Mayor][City Manager]

[Signature Page | Bond Purchase Agreement.]

Accepted and agreed to as
of the date first above written:

JOHN KNOX VILLAGE OF FLORIDA, INC.,
as Borrower

By:_____
Title:_____

[Signature Page | Bond Purchase Agreement]

EXHIBIT A

Maturities, Amounts, Interest Rates, Yields or Prices of Bonds

$_____ Serial Bonds

Maturity Date (September 1)	Principal Amount	Interest Rate	Yield or Price
	$	%	

Term Bonds

$_____ _____% Due September 1, 20___ Yield _____%
$_____ _____% Due September 1, 20___ Yield _____%
$_____ _____% Due September 1, 20___ Yield _____%
$_____ _____% Due September 1, 20___ Yield _____%

EXHIBIT B

Redemption of the Bonds

Certain Mandatory and Optional Redemption Provisions

Optional Redemption of Bonds

Bonds maturing on or after September 1, 20___ are subject to redemption prior to maturity beginning on September 1, 20___, upon the direction of the Borrower, in whole or in part at any time, at the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date set for redemption.

Mandatory Sinking Fund Redemption of Bonds

The Bonds maturing on September 1, 20___ are subject to mandatory sinking fund redemption on September 1 of the following years and in the following amounts at a Redemption Price equal to the principal amount thereof plus accrued interest to the date fixed for redemption:

Bonds Maturing September 1, 20__

Year	Sinking Fund Installment

The Bonds maturing on September 1, 20___ are subject to mandatory sinking fund redemption on September 1 of the following years and in the following amounts at a Redemption Price equal to the principal amount thereof plus accrued interest to the date fixed for redemption:

Bonds Maturing September 1, 20__

Year	Sinking Fund Installment

The Bonds maturing on September 1, 20___ are subject to mandatory sinking fund redemption on September 1 of the following years and in the following amounts at a Redemption Price equal to the principal amount thereof plus accrued interest to the date fixed for redemption:

Bonds Maturing September 1, 20__

Year	Sinking Fund Installment

The Bonds maturing on September 1, 20___ are subject to mandatory sinking fund redemption on September 1 of the following years and in the following amounts at a Redemption Price equal to the principal amount thereof plus accrued interest to the date fixed for redemption:

Bonds Maturing September 1, 20__

Year	Sinking Fund Installment

EXHIBIT C

Form of Agreed Upon Procedures Bring-down Letter and Consent of Auditors

February ___, 2015

John Knox Village of Florida, Inc.
Pompano Beach, Florida

City of Pompano Beach, Florida
Pompano Beach, Florida

PNC Capital Markets LLC
Philadelphia, Pennsylvania

Dear Ladies and Gentlemen:

We refer to our letter dated _____, 2015, relating to the Preliminary Official Statement, related to the sale of the City of Pompano Beach, Florida Revenue Bonds (John Knox Village Project), Series 2015, in the estimated aggregate principal amount of $_____ (the "Series 2015 Bonds"). We have enclosed a copy of the Original Letter as an attachment to this one. We reaffirm as of the date hereof (and as though made on the date hereof) all statements made in that letter except that, for the purposes of this letter:

(1) The "Official Statement" to which this letter relates is the final Official Statement describing the Series 2015 Bonds, dated January ___, 2015 (herein, the "Official Statement") in the aggregate principal amount of $_____.

(2) The reading of the minutes described in paragraph (1) of that letter has been carried out through _____, 2015 ("New Cut-Off Date"). Per inquiry of the Obligated Group, there have been no meetings of the Board of Directors subsequent to the date of the Original Letter.

(3) The procedures and inquiries covered in paragraph (1)(b) of the Original Letter were carried out to the New Cut-Off Date.

(4) The references to _____, 2015, in paragraph (1)(b) of that letter, are changed to _____, 2015.

(5) We agree to the inclusion in Appendix B of the Official Statement of: (a) our report dated _____, 2015 on our audit of the combined balance sheets of the Obligated Group dated as of March 31, 2014 and 2013, and the combined statements of operations, changes in net assets, and cash flows for the years then ended and (b) the references to our Firm under the heading "FINANCIAL STATEMENTS" in the Official Statement.

(6) This letter is solely for the information of the addressees and to assist you in your inquiries in connection with the offering of the securities covered by the Official Statement, and it is not to be used, circulated, quoted, or otherwise referred for any other purpose, including, but not

limited, to the registration, purchase, or sale of the securities, nor is it to be filed with or referred to in whole or in part in the Official Statement or any other document, except that reference may be made to it in any list of closing documents pertaining to the offering of the securities covered by the Official Statement.

We have no responsibility to update this letter for events and circumstances occurring after February ___, 2015.

Very truly yours,

EXHIBIT D

Opinion of Counsel to the Borrower (The Gillespie Law Firm)

February ___, 2015

U.S. Bank National Association,
as Master Trustee and as Bond Trustee
Miami, Florida

City of Pompano Beach, Florida
Pompano Beach, Florida

PNC Capital Markets LLC
Philadelphia, Pennsylvania

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

Re: $_____ City of Pompano Beach, Florida Revenue Bonds (John Knox Village Project), Series 2015

Ladies and Gentlemen:

We have acted as counsel for John Knox Village of Florida, Inc. (the "Borrower" and the "Obligated Group Representative") in connection with the issuance by the City of Pompano Beach (the "Issuer") of its $_____ Revenue Bonds (John Knox Village Project), Series 2015 (the "Bonds"). This letter is addressed to you pursuant to pursuant to Section 11(b)(iii) of the Bond Purchase Agreement (the "Bond Purchase Agreement"), dated January ___, 2015 by and among PNC Capital Markets LLC, as the underwriter, the Issuer and the Borrower. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Bond Indenture (defined below). We have examined the following:

(a) An executed copy of the Amended and Restated Master Trust Indenture, dated as of December 1, 2010, as amended, and as supplemented by the Supplemental Indenture for Obligation No. 2, to be dated as of February 1, 2015 (collectively, the "Amended and Restated Master Indenture") by and among the Obligated Group and U.S. Bank National Association, as master trustee thereunder (the "Master Trustee");

(b) An executed copy of the Bond Indenture, dated as of February 1, 2015, by and between the Issuer and U.S. Bank National Association, as the Bond Trustee (the "Bond Indenture");

(c) An executed copy of the Loan Agreement, dated as of February 1, 2015 by and between the Issuer and the Borrower (the "Loan Agreement");

(d) An executed copy of the Bond Purchase Agreement;

(e) An executed copy of Supplemental Indenture for Obligation No. 2, dated as of February 1, 2015 by and between the Borrower and the Master Trustee (the "Supplement");

(f) Obligation No. 2 of the Borrower issued pursuant to the Supplement;

(g) Fully executed counterparts of the Amended and Restated Mortgage and Security Agreement, dated October 31, 2014 (the "Mortgage");

(h) An executed copy of the Continuing Disclosure Certificate dated as of February 1, 2015 executed on behalf of the Borrower (the "Continuing Disclosure Certificate");

(i) The Official Statement dated January ___, 2015 relating to the Bonds;

(j) The Tax Certificate dated the date hereof and executed and delivered by the Issuer and the Borrower in connection with the issuance of the Bonds (the "Tax Certificate");

(k) The articles of incorporation and bylaws of the Borrower;

(l) A certificate of good standing for the Borrower issued by Department of State of the State of Florida;

(m) A certificates of the officers of the Borrower; and

(n) Such other documents, opinions and matters to the extent we deemed necessary to provide the opinions or conclusions set forth herein.

The opinions and conclusions expressed herein are based upon an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions or conclusions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Borrower.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions or conclusions:

1. The Borrower has been duly incorporated and is validly existing as a not-for-profit corporation under the laws of the State of Florida, with its status being active, with corporate power and authority to execute and deliver the Master Indenture, the Loan Agreement, the Bond Purchase Agreement, the Supplement, Obligation No. 2, the Mortgage, the Continuing Disclosure Certificate (the "CDC") and the Tax Certificate (collectively, the "Financing Documents").

2. The Financing Documents have been duly authorized, executed and delivered by the Borrower and are valid and binding obligations of the Borrower, enforceable in accordance with their terms, except to the extent that the enforceability of the same may be limited by (A) the provisions of applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally; (B) general principles of equity, including (i) obligations of the Master Trustee and the Issuer and their respective assigns to exercise good faith, fair dealing, and commercial reasonableness in the exercise of rights and remedies afforded by the Financing Documents and any other documents incident thereto obligating the Borrower; and (ii) the availability of equitable remedies, including specific performance and injunctive relief, being subject to the discretion of the court before which any proceeding may be brought; (C) court decisions which may invalidate or limit the indemnification provisions of the Financing Documents on the grounds of applicable laws or public policy; and (D) the availability of a deficiency decree being a matter of judicial discretion, which permits a court to inquire into (i) the reasonable and fair market value of the property sold at foreclosure, (ii) the

adequacy of the sales price, (iii) the relationship between the foreclosing party and the purchaser at the foreclosure sale and (iv) all the facts and circumstances of the particular case.

3. The Borrower has obtained all consents that are obtainable to date that are required to be obtained by the Borrower for the performance of the Borrower's obligations under the Financing Documents and the conduct of the Borrower's business as it is currently being conducted, and we have no reason to believe that the Borrower cannot obtain, when needed, any other consents that may be required but that cannot now be obtained for the performance of the Borrower's obligations under the aforementioned documents.

4. The execution and delivery of the Financing Documents by the Borrower and compliance with the terms thereof, under the circumstances contemplated thereby, do not and will not conflict with the articles of incorporation or bylaws of the Borrower and, to our knowledge, do not and will not in any material respect conflict with, or constitute on the part of the Borrower a breach or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Borrower is a party or conflict with, violate or result in a breach of any law, administrative rule or regulation, judgment, court order or consent decree of any court, government or governmental authority having jurisdiction over the Borrower.

5. There is no suit or, and to our knowledge, no action, proceeding or investigation pending or threatened against the Borrower which might materially adversely affect the business or properties or financial condition of the Borrower, or in which an unfavorable decision, ruling or finding would adversely affect (A) the validity or enforceability of any of the Financing Documents or any other documents executed by the Borrower, (B) the performance by the Borrower of any of its obligations thereunder or (C) the consummation of any of the transactions contemplated thereby or by the Official Statement. To our knowledge, the Borrower is not in default in any material respect under any applicable statute, rule, order or regulation of any governmental body.

6. In our capacity as counsel to the Borrower, without having undertaken to independently verify the statements contained in the Official Statement, no facts have come to our attention which would lead us to believe that the descriptions of the Borrower and its Facilities (as such term is defined in the Official Statement) contained in the Official Statement and in Appendix A thereto (apart from any financial and statistical data contained or incorporated therein, as to which we do not express any opinion or belief) contained as of the date thereof or contains as of the date hereof any untrue statement of a material fact and does not omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading. We have not undertaken to verify or pass upon, nor do we assume any responsibility for, the accuracy, completeness or fairness of any of the other statements contained in the Official Statement.

7. The Borrower is exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, is not a private foundation as described in Section 509(a) of the Code and, to our knowledge, no Member of the Obligated Group has failed to file any required report with the Internal Revenue Service or engaged in conduct inconsistent with its status as an exempt organization.

8. The Mortgage was recorded in the office of the Clerk of the Circuit Court of the county of Florida in which the real property (the "Real Property") described therein is located, and as so recorded in

such office is a valid lien upon the Real Property described therein securing the Obligations (as defined in the Amended and Restated Master Trust Indenture), including Obligation No. 2.

9. A financing statement with respect to the security interest in Gross Revenues (as defined in the Amended and Restated Master Indenture) and the personal property described in the Mortgage was filed in the office of the Secured Transactions Registry of the State of Florida, and the Mortgage and constitutes a financing statement with respect to the security interest in fixtures described in the Mortgage as recorded in the office of the Clerk of the Circuit Court of the county in which the Real Property is located.

10. The Amended and Restated Master Indenture creates a security interest, securing the Obligations (as defined in the Amended and Restated Master Trust Indenture), which security interests have been perfected by the filings and recordings referred to in paragraphs 8 and 9 above to the extent such security interests may be perfected by filing, in (a) the personal property described therein and (b) any personal property of the Borrower described in the Mortgage that may constitute "fixtures" in the State of Florida under the Uniform Commercial Code of Florida. We call to your attention, however, the requirement of Section 679.515(3), Florida Statutes, that continuation statements be timely filed in order to continue such perfection.

This letter is furnished by us as counsel to the Borrower. We disclaim any obligation to update this letter. This letter is delivered to you, is solely for your benefit and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person.

This letter is not intended to, and may not, be relied upon by owners of the Bonds or by any other party to whom it is not specifically addressed.

Respectfully submitted,

EXHIBIT E

Opinion of Counsel to the Issuer

February ___, 2015

City of Pompano Beach
Pompano Beach, Florida

John Knox Village of Florida, Inc.
Pompano Beach, Florida

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

PNC Capital Markets LLC
Philadelphia, Pennsylvania

U.S. Bank National Association
Miami, Florida

Re: $_____ City of Pompano Beach, Florida Revenue Bonds (John Knox Village Project), Series 2015

Ladies and Gentlemen:

This opinion is provided to you pursuant to the requirements of Section 11(b)(iv) of the Bond Purchase Agreement dated _____, 2015 (the "Purchase Agreement"), among the City of Pompano Beach, Florida (the "Issuer"), John Knox Village of Florida, Inc. (the "Borrower" and "Obligated Group Representative") and PNC Capital Markets LLC relating to the purchase of above-referenced bonds (the "Bonds"). Capitalized terms used herein but not defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement.

I am the City Attorney for the Issuer. In such capacity, I have been requested to issue this opinion in connection with the issuance, sale and delivery of the Bonds issued under and pursuant to the provisions of the Florida Constitution, the City Charter of the Issuer (the "Charter"), Chapter 166, Florida Statutes, as amended, Section 159, Part II, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act"), the Loan Agreement and the Bond Indenture. Pursuant to the Loan Agreement, the Issuer will loan the proceeds of the Bonds to the Borrower for the purpose of (i) financing and reimbursing the Borrower for the cost of certain capital improvements for or to the senior living and health care facilities owned and operated by the Borrower; (2) funding a debt service reserve fund for the Bonds; and (3) paying the costs of issuance of the Bonds.

I have examined, among other things, the originals or copies, certified or otherwise identified to my satisfaction, of the following:

1. The Charter and Code of Ordinances of the Issuer;

2. The proceedings of the Issuer taken in connection with the issuance of the Bonds, including a certified copy of a Bond Resolution adopted by the Issuer at a meeting of the City Commission of the Issuer held on January 13, 2015 (the "Bond Resolution") approving the issuance of the Bonds for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, and authorizing,

among other things, the issuance of the Bonds and the execution, delivery and performance of the Purchase Agreement, the Loan Agreement and the Bond Indenture;

3. Those portions of the Official Statement dated February ___, 2015 (the "Official Statement"), under the captions, "THE ISSUER" and "LITIGATION – Issuer;" and

4. Such other documents, instruments and related matters of law as I have deemed necessary in order to render this opinion.

Based upon such examination, and upon such examination of law as I have deemed necessary, I am of the opinion that:

1. The Issuer is a municipal corporation of the State of FIorida, and is a "local agency" as defined in the Act.

2. The officers of the Issuer on the date hereof and at the time of adoption of the Bond Resolution and at the time of the authorization of the Bond Indenture, the Loan Agreement, the Tax Exemption Agreement and Certificate, dated February ___, 2015, between the Issuer and the Borrower and the Purchase Agreement (collectively, the "Issuer Documents") are and were the duly appointed, qualified and acting officers of the Issuer.

3. The Issuer has duly authorized the execution, delivery, and performance of the Bonds and the Issuer Documents, and said documents have been executed and delivered by the Issuer.

4. The acts of the Issuer with respect to the foregoing have been duly and validly adopted in compliance with any and all applicable procedural requirements of the Issuer and the Constitution and laws of the State of Florida.

5. The issuance and sale of the Bonds was approved by the City Commission of the Issuer, the elected governing body of the Issuer, as evidenced by its adoption of the Bond Resolution. Such approval was given by the City Commission after a public hearing held by the Issuer of which not less than 14 days prior notice was given.

6. The Bonds are legal, valid and binding special obligations of the Issuer, enforceable in accordance with their terms and are entitled to the benefits of the Bond Indenture, Loan Agreement and the Act. Assuming due authorization and execution by the other parties thereto and the Issuer Documents constitute the legal, valid and obligations of the Issuer, enforceable in accordance with their respective terms.

7. No additional or further approval, consent or authorization of the Issuer is required in connection with (i) the issuance, sale and delivery of the Bonds or (ii) the entering into or performance of the Issuer's obligations under the Bonds or the Issuer Documents.

8. To the best of my knowledge there is no litigation, action, suit, legal proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened, restraining or enjoining; or seeking to restrain or enjoin the authorization, issuance or delivery of the Bonds, or affecting in any way their validity, or questioning the appointment of any of the present members or officers to their respective offices, or the authorization, execution, performance, or

enforceability of the Bonds, the Bond Resolution or the Issuer Documents, or the existence or powers of the Issuer.

9. The adoption of the Bond Resolution by the Issuer, and the execution, delivery, receipt and due performance by the Issuer of its obligations under the Bonds, the Issuer Documents and the other agreements contemplated by the Issuer Documents and the compliance by the Issuer with the provisions thereof, will not conflict with, violate or constitute a breach of or default under the Issuer's Charter, ordinances or resolutions currently in effect or, to the best of my knowledge, any provision of existing law, regulation, decree, judgment or order of any court or any public or governmental agency or authority having jurisdiction over the Issuer or any agreement, indenture, lease or other instrument to which the Issuer is subject or by which the Issuer or any of its assets are bound.

10. No facts have come to my attention which would lead me to believe that the information in the Official Statement pertaining to the Issuer under the captions "THE ISSUER" and "LITIGATION—Issuer" contains as of its date and as of the date hereof, an untrue statement of a material fact, as it relates to the Issuer, or omits to state a material fact, as it relates to the Issuer, required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (no opinion is expressed with respect to any other information in the Official Statement).

Only the addressees hereof may rely on this opinion.

The opinions expressed herein are predicated upon present law, (and interpretations thereof) facts and circumstances, and I assume no affirmative obligation to update the opinions expressed herein if such laws (and interpretations thereof), facts or circumstances change after the date hereof. All opinions as to the enforceability of legal obligations of the Issuer as set forth herein are subject to and limited by bankruptcy, insolvency, reorganization, moratorium and similar laws, in each case relating to or affecting the enforcement of creditors' rights generally, and other general principles of equity.

Very truly yours,

GORDON B. LINN
City Attorney

EXHIBIT F

Opinion of Counsel to the Underwriter

February ___, 2015

PNC Capital Markets LLC
Philadelphia, Pennsylvania

Re: $_____ City of Pompano Beach, Florida Revenue Bonds (John Knox Village Project), Series 2015

Ladies and Gentlemen:

We have acted as counsel to PNC Capital Markets LLC (the "Underwriter") in connection with the purchase by the Underwriter of $_____ City of Pompano Beach, Florida Revenue Bonds (John Knox Village Project), Series 2015 (the "Bonds"), pursuant to a Bond Purchase Agreement dated January ___, 2015 (the "Purchase Agreement"), among the Underwriter, the City of Pompano Beach (the "Issuer"), John Knox Village of Florida, Inc. (the "Borrower" and "Obligated Group Representative"). Terms used, but not otherwise defined, herein shall have the respective meanings assigned such terms in the Purchase Agreement.

We have participated in the preparation and review of the Purchase Agreement and have reviewed the Resolution, the Bond Indenture, the Master Indenture, the Supplement, Obligation No. 2, the Continuing Disclosure Certificate and the Mortgage. We also participated in the preparation and review of the Official Statement relating to the Bonds dated January ___, 2015 (the "Official Statement").

We have examined executed counterparts of the Purchase Agreement, the Continuing Disclosure Certificate, the Bond Indenture, the Loan Agreement, the Master Indenture, the Supplement, Obligation No. 2, the Mortgage and the Official Statement. We have conferred with and reviewed the opinions rendered by Bond Counsel, Counsel for the Borrower, Counsel for the Issuer and Counsel for the Bond Trustee and Master Trustee pursuant to the Purchase Agreement; we have conferred with certain of the Borrower's officers; and we also have examined such other documents, proceedings, corporate records and other instruments as we have deemed necessary or advisable for purposes of this opinion.

In rendering the opinions and making the statements hereinafter expressed, we are not expressing any opinion or view of the validity, accuracy or sufficiency of the documents, certificates or opinions referred to above or on the authorization, issuance, delivery or validity of the Bonds and we have assumed, but not independently verified, that the signatures on all documents, certificates and opinions that we have reviewed are genuine. For purposes of the opinions expressed in this letter we have assumed that any electronic version of the Official Statement is identical in all respects to the printed version.

Based upon the foregoing, we are of the opinion that:

1. Neither the purchase of the Bonds by the Underwriter nor the resale of the Bonds by the Underwriter to the public requires that the Bonds be registered under the Securities Act of 1933, as amended; and neither the Bond Indenture nor the Master Indenture need be qualified under the Trust Indenture Act of 1939, as amended.

2. We are not passing upon, and assume no responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement. During the course of the preparation of the Official Statement, however, we examined various documents and other papers and participated in conferences with your representatives, with Bond Counsel, with representatives of the Borrower and its Counsel, with representatives of the Issuer and its Counsel, and with representatives of the Trustee and the Master Trustee and their Counsel, at which conferences the contents of the Official Statement and related matters were discussed. We also have examined the certificates and other documents delivered at the closing. On the basis of the foregoing, but without independent verification of factual matters, nothing has come to our attention that would lead us to believe that the Official Statement (except for information concerning tax treatment of interest on the Bonds, statements in the Official Statement under the caption "FINANCIAL STATEMENTS," statements relating to The Depository Trust Company in Appendix F and the financial statements set forth in Appendix B, as to all of which we express no opinion) contains any untrue statement of material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. We express no opinion, however, as to the ability of the Borrower to comply with the terms and provisions of any financing document to which the Borrower is a party, or the ability of the Issuer to comply with the terms of the Bond Indenture or any other financing document to which the Issuer is a party, nor do we express any opinion as to any financial, statistical or demographic information included in the Official Statement, including, without limitation, in Appendices A and B thereto.

3. The Continuing Disclosure Certificate, together with the Purchase Agreement and the Master Indenture, satisfies Section (b)(5)(i) of Rule 15c2-12, which requires an undertaking for the benefit of the holders, including beneficial owners, of the Bonds to provide certain annual financial information and event notices to various information repositories at the time and in the manner required by the Rule.

In rendering the foregoing opinion in this paragraph 3 hereof, we have assumed the due authorization, execution and delivery of the Continuing Disclosure Certificate by the Borrower and that such Continuing Disclosure Certificate is a valid and binding obligation of the Borrower enforceable in accordance with its terms.

In reaching the conclusions expressed herein, we have with your concurrence, assumed and relied on the genuineness and authenticity of all signatures not witnessed by us; the authenticity of all documents, records, instruments, items and letters submitted to us as originals; the conformity with originals of all items submitted to us as certified or photostatic copies and examined by us; the legal capacity and authority of the persons who executed the documents; the accuracy of all warranties, representations and statements of fact contained in the documents and instruments submitted to us in connection with the purchase and sale of the Bonds; that neither you nor any of the parties to this transaction have any actual knowledge or any reason why any portion of the opinion is not accurate; and the continuing accuracy on this date of any certificates supplied to us regarding the matters addressed herein, which assumptions we have not verified. As to questions of fact material to our opinion, we have

relied upon the proceedings of the members of the Issuer authorizing, among other things, the execution and delivery of the Bond Indenture, the Loan Agreement and the Purchase Agreement, the members of the respective Board of Directors or Trustees of the Borrower authorizing, among other things, the execution and delivery of the Loan Agreement, the Master Indenture, the Supplement, Obligation No. 2, the Mortgage, the Official Statement, the Purchase Agreement and the Continuing Disclosure Certificate and the marketing of the Bonds, and assumed the correctness of the public records and certificates by and representations officers and representatives of various parties to this transaction furnished to us without undertaking to verify the same by independent investigation. We have no actual knowledge of any factual information that would lead us to form a legal opinion that the public records or the certificates which we have relied upon contain any untrue statement of a material fact.

The opinions expressed herein are based solely upon the laws of the State of Florida and the United States of America. We express no opinion as to the effect of the laws of any other jurisdictions.

This letter is furnished by us as Counsel for you and solely for your benefit, and may not be relied upon by other parties, filed with or furnished to any other party, quoted or otherwise used without our express written consent. The opinions expressed herein are given as of the date hereof and are based upon existing law as of the date hereof and we assume no obligation to update, revise or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur. In addition, no other advice, opinions or statements shall be implied or inferred as a result of anything contained in or omitted from this letter.

In rendering these opinions, we are expressing no opinion on the validity of the Bonds or on the exclusion of interest evidenced by the Bonds from the gross income of the holders thereof for federal income tax purposes. We understand that you are relying on the opinion of Bond Counsel in that regard.

Very truly yours,

EXHIBIT G

Disclosure and Truth-In-Bonding Statement

February __, 2015

City of Pompano Beach
Pompano Beach, Florida

Re: $_____ City of Pompano Beach, Florida Revenue Bonds (John Knox Village Project), Series 2015

Ladies and Gentlemen:

In connection with the proposed issuance by the City of Pompano Beach (the "Issuer") of its $_____ original aggregate principal amount of Revenue Bonds (John Knox Village Project), Series 2015 (the "Series 2015 Bonds"), PNC Capital Markets LLC (the "Underwriter") is underwriting a public offering of the Series 2015 Bonds. Capitalized terms used, but not otherwise defined herein, shall have the respective meanings assigned such terms in the Bond Purchase Agreement dated January ___, 2015 by and among the Issuer, the Underwriter and John Knox Village of Florida, Inc. (the "Borrower" and "Obligated Group Representative").

The Issuer is proposing to issue $_____ of Series 2015 Bonds for the purpose of making a loan to the Borrower to (i) finance or reimburse the Borrower for the cost of acquisition of certain capital improvements, (ii) fund a debt service reserve fund for the Series 2015 Bonds and (iii) pay costs and expenses related to the issuance of the Series 2015 Bonds. The Series 2015 Bonds are expected to be repaid over a period of approximately _____ years. At an average interest rate of _____% per annum, total interest paid over the life of the Series 2015 Bonds will be $_____. The source of repayment or security for this proposal consists primarily of payments to be made by the Borrower under the Loan Agreement and Obligation No. 2. Authorizing the Series 2015 Bonds will result in no monies of the Issuer not being available to finance other services of the Issuer in any year.

The purpose of the following paragraphs of this letter is to furnish, pursuant to the provisions of Section 218.385, Florida Statutes, certain information in respect of the arrangements contemplated for the purchase and sale of the Series 2015 Bonds, as follows:

1. The nature and estimated amount of expenses to be incurred by the Underwriter in connection with the purchase and offering of the Series 2015 Bonds are set forth in Schedule I attached hereto.

2. There are no "finders," as defined in Section 218.386, Florida Statutes, connected with the sale and purchase of the Series 2015 Bonds.

3. The underwriting spread, the difference between the price at which the Series 2015 Bonds will be initially offered to the public by the Underwriter and the price to be paid to the Issuer for the Series 2015 Bonds, exclusive of accrued interest, will be approximately $_____ per $1,000 of Series 2015 Bonds issued.

4. As part of the estimated underwriting spread set forth in paragraph (3) above, the Underwriter will charge a management fee of $_____ per $1,000 of Series 2015 Bonds issued.

5. No other fee, bonus or other compensation is estimated to be paid by the Underwriter in connection with the issuance of the Series 2015 Bonds to any person not regularly employed or retained by the Underwriter (including any "finder" as defined in Section 218.386, Florida Statutes), except as specifically enumerated as expenses to be incurred by the Underwriter, as set forth in paragraph (1) above.

6. The name and address of the Underwriter is:

PNC Capital Markets LLC
1600 Market Street, 21st Floor
Philadelphia, Pennsylvania 19103

[Remainder of Page Intentionally Left Blank]

[SIGNATURE PAGE TO DISCLOSURE AND TRUTH IN BONDING STATEMENT]

Yours very truly,

PNC CAPITAL MARKETS LLC

By:_____

Managing Director

SCHEDULE I

UNDERWRITER'S ESTIMATED EXPENSES
(Per $1,000 of Bonds)

Expense Item	Total Amount	Per Bond
TOTAL		

EXHIBIT D

FORM OF PRELIMINARY OFFICIAL STATEMENT

AGENDA VERSION

PRELIMINARY OFFICIAL STATEMENT DATED JANUARY ___, 2015

NEW ISSUE - BOOK-ENTRY ONLY **RATINGS: See "RATINGS" herein**

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions described herein under "TAX MATTERS," interest on the Bonds (a) is excludable from gross income for federal income tax purposes and (b) is not subject to the federal alternative minimum tax imposed on individuals. Such interest will be includable in the calculation of a corporation's alternative minimum taxable income and may be subject to other federal income tax consequences described herein under "TAX MATTERS."

John Knox Village

One Community Sharing Life

$_____*

CITY OF POMPANO BEACH, FLORIDA
REVENUE BONDS
(JOHN KNOX VILLAGE PROJECT), SERIES 2015

MATURITIES, AMOUNTS, INTEREST RATES, PRICES OR YIELDS AND CUSIP NUMBERS
ARE SHOWN ON THE INSIDE OF THE FRONT COVER

The City of Pompano Beach, Florida (the "Issuer") is issuing $_____* aggregate principal amount of its Revenue Bonds (John Knox Village Project), Series 2015 (the "Bonds") pursuant to a Bond Indenture, to be dated as of February 1, 2015 (the "Bond Indenture"), between the Issuer and U.S. Bank National Association, as bond trustee (the "Bond Trustee"). The Issuer is entering into a Loan Agreement to be dated as of February 1, 2015 (the "Loan Agreement"), with John Knox Village of Florida, Inc. (the "Borrower" and the "Obligated Group Representative") under which the Issuer agrees to lend to the Borrower proceeds of the Bonds and in consideration and as evidence of the loan, the Borrower has agreed to make payments to the Bond Trustee in such amounts and at such times as are required to provide for the timely payment of the principal of, premium, if any, and interest on the Bonds. The Borrower will use the proceeds of the Bonds, together with certain other moneys, to (1) finance and reimburse the Borrower for the cost of certain capital improvements for or to the senior living and health care facilities owned and operated by the Borrower; (2) fund a debt service reserve fund for the Bonds; and (3) pay the costs of issuance of the Bonds. See "PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

Except as described in this Official Statement, the Bonds and the interest payable thereon are limited obligations of the Issuer and are payable solely from and secured exclusively by the funds pledged thereto under the Bond Indenture, the payments to be made by the Borrower pursuant to the Loan Agreement, and Obligation No. 2 (as defined herein) issued by the Obligated Group under the Amended and Restated Master Trust Indenture, dated as of December 1, 2010, as amended, and as supplemented by the Supplemental Indenture for Obligation No. 2, to be dated as of February 1, 2015 (as supplemented, the "Master Indenture"), and each between U.S. Bank National Association, as master trustee, and the Obligated Group. The Borrower is currently the sole Member of the Obligated Group. The sources of payment of, and security for, the Bonds are more fully described in this Official Statement.

The Bonds are subject to acceleration of maturity and optional and mandatory redemption, in whole or in part, prior to maturity at the prices and under the circumstances described herein. See "THE BONDS-Redemption" herein.

The Bonds when issued will be registered only in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Bonds. Purchasers of the Bonds will not receive certificates representing their interest in the Bonds purchased and ownership by the beneficial owners of the Bonds will be evidenced by book-entry only. Principal of and interest on the Bonds will be paid by the Bond Trustee to DTC, which in turn will remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds. As long as Cede & Co. is the registered owner as nominee of DTC, payments on the Bonds will be made to such registered owner, and disbursement of such payments will be the responsibility of DTC and its participants. See "Book-Entry Only System" in Appendix F hereto.

An investment in the Bonds involves a certain degree of risk related to, among other things, the nature of the Obligated Group's business, the regulatory environment, and the provisions of the principal documents. See "SECURITY FOR THE BONDS" and "RISK FACTORS" herein for a discussion of certain risk factors that should be considered in connection with an investment in the Bonds.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF PLEDGED REVENUES AND FUNDS PROVIDED THEREFOR UNDER THE BOND INDENTURE. THE BONDS AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE STATE OF FLORIDA (THE "STATE"), THE ISSUER OR ANY POLITICAL SUBDIVISION OF THE STATE. NEITHER THE STATE, ISSUER NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THE BONDS, OTHER THAN FROM PLEDGED REVENUES, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE ISSUER OR OF ANY POLITICAL SUBDIVISION OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS.

The Bonds are being offered, subject to prior sale and withdrawal of such offer without notice, when, as and if issued by the Issuer and accepted by PNC Capital Markets LLC (the "Underwriter") subject to the approving opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel. Certain legal matters will be passed upon for the Issuer by its counsel, Gordon B. Linn, Esquire, City Attorney, Pompano Beach, Florida; for the Borrower by its counsel, The Gillespie Law Firm, Lighthouse Point, Florida; and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida. Hamlin Capital Advisors, LLC, Tampa, Florida, is serving as Financial Advisor to the Borrower. It is expected that the Bonds will be available for delivery to the Bond Trustee on behalf of DTC, against payment therefor, on or about February ___, 2015.

Dated: January ___, 2015

---

*Preliminary, subject to change.

$_____*

CITY OF POMPANO BEACH, FLORIDA
REVENUE BONDS
(JOHN KNOX VILLAGE PROJECT), SERIES 2015

The Bonds will be issuable in fully registered form without coupons in minimum denominations of $5,000 and any integral multiples thereof. Interest on the Bonds will be payable on each March 1 and September 1, commencing September 1, 2015.

MATURITIES, AMOUNTS, INTEREST RATES, PRICES OR YIELDS AND CUSIP NUMBERS

Serial Bonds

Maturity Date (September 1)	Principal Amount	Interest Rate	Price or Yield	CUSIP©†
	$	%		

Term Bonds

$_____ _____% Due September 1, 20__ Yield _____% Price _____ CUSIP©† _____
$_____ _____% Due September 1, 20__ Yield _____% Price _____ CUSIP©† _____

*Preliminary, subject to change.

†Copyright 2012, American Bankers Association. CUSIP data contained herein are provided by CUSIP Global Services LLC, managed on be behalf of the American Bankers Association by Standard & Poor's Capital IQ. CUSIP numbers have been assigned by an independent company not affiliated with the Issuer, the Underwriter nor the Borrower, and are included solely for the convenience of the holders of the Bonds. None of the Issuer, the Underwriter or the Borrower is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds as indicated above.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The Issuer and the Borrower have deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

No dealer, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and if given or made, such information or representations must not be relied upon as having been authorized by the Borrower, the Issuer, or the Underwriter. The information set forth herein concerning the Borrower has been furnished by the Borrower and is believed to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Issuer or the Underwriter. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy any of the securities offered hereby in any state to any person to whom it is unlawful to make such offer in such state.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information contained in this Official Statement has been furnished by the Borrower, the Issuer, DTC, and other sources that are believed to be reliable; but such information is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriter. Except where otherwise indicated, this Official Statement speaks as of the date hereof.

The information and expressions of opinion herein are subject to change without notice; and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the parties referred to above since the date hereof.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE BOND INDENTURE AND THE MASTER INDENTURE HAVE NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF LAWS OF THE STATES IN WHICH BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

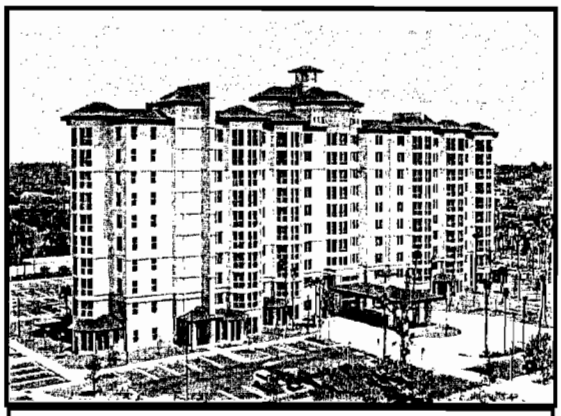
IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME WITHOUT NOTICE.

CAUTIONARY STATEMENT REGARDING FORWARD LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included or incorporated by reference in this Official Statement constitute "forward looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "anticipate," "believe," "budget," "estimate," "expect," "intend," "plan," "forecast," or other similar words.

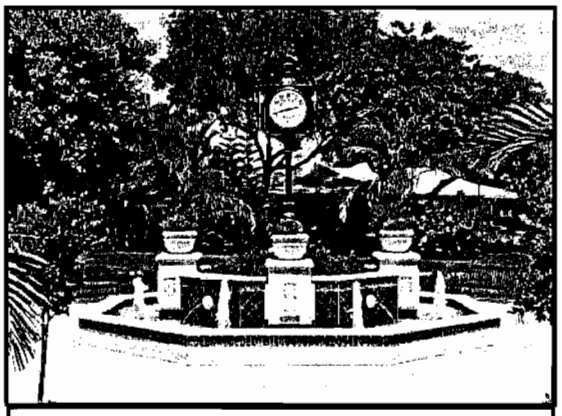
THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. THE BORROWER DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

PHOTOS OF JKV FACILITIES

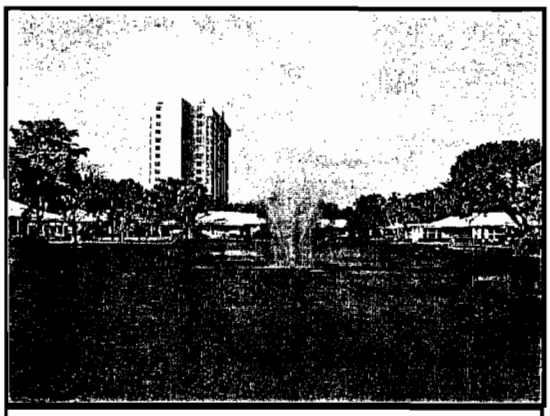


Heritage Tower

South Garden

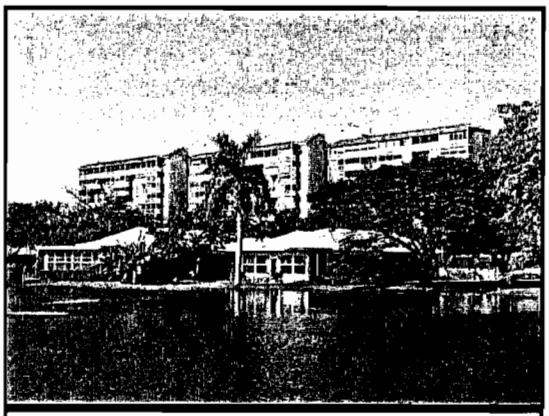


Furman Square



Cassels Tower

East Lake



Village Towers

TABLE OF CONTENTS

Page

INTRODUCTION 1
- Purpose of this Official Statement 1
- Purpose of the Bonds 1
- Risk Factors 1
- Security for the Bonds 2
- Offering and Delivery of the Bonds 3
- Professionals Involved in Offering 3
- The Principal Documents 4

THE ISSUER 4
- General 4
- Limitation of Liability 4
- Disclosure Required by Section 517.051, Florida Statutes 4

THE OBLIGATED GROUP 5
- General 5
- Facilities 5

PLAN OF FINANCE 6
- General 6
- The Project 6
- Prior and Future Capital Improvements 6

ESTIMATED ANNUAL DEBT SERVICE REQUIREMENTS 8

THE BONDS 9
- General 9
- Interest 9
- Redemption 9
- Purchase in Lieu of Redemption 10
- Selection of Bonds to Be Redeemed 10
- Notice of Redemption 11

SECURITY FOR THE BONDS 11
- Security for the Bonds 11
- Security for Obligation No. 2 12
- Parity Obligations 13
- Debt Service Reserve Fund 13
- Covenants; Additional Indebtedness 13
- Long-Term Debt Service Coverage Ratio Covenant 14
- Days' Cash on Hand Covenant 15
- Limitations on Incurrence of Indebtedness 15
- Insurance Requirements 17

RISK FACTORS 18
- General Risk Factors 18
- Limited Obligations 18
- The Mortgage 20
- Title Insurance 21
- The Series 2010 Bonds 21
- Uncertainty of Occupancy and Entrance and Service Fee Collection 22
- Sale of Homes 23

Utilization Demand....24
Potential Refund of Entrance Fees....24
Nature of Income and Assets of the Elderly....24
Impact of Market Turmoil, Disruption of Credit Markets and Federal Legislation....24
Competition....25
Rights of Residents....26
Regulation of Residency Agreements....26
Organized Resident Activity....26
Management; Staffing....27
Increases of Medical Costs....27
Labor Union Activity....27
Natural Disasters....27
Malpractice Claims and Losses....27
Additions to and Withdrawals from the Obligated Group....28
Third-Party Payments and Managed Care....28
Federal and State Health Care Laws and Regulations; Medicare and Medicaid....28
Health Care Reform....33
Possible Future Adverse Legislative Proposals....35
Future Health Care and Regulatory Risks....36
Liquidation of Security May Not be Sufficient in the Event of a Default....36
Availability of Remedies....36
Bankruptcy....37
Additional Indebtedness....37
Certain Matters Relating to Enforceability of the Master Indenture....38
Limitations on Security Interest in Gross Revenues....39
Environmental Matters....40
Uncertainty of Investment Income....40
Factors Affecting Real Estate Taxes....40
Federal Tax Matters....41
Market for Bonds....43
Other Possible Risk Factors....43
FLORIDA REGULATION OF CONTINUING CARE FACILITIES....44
Certificate of Authority....45
Required Reserves....45
Continuing Care Agreements and Residents' Rights....46
Examinations and Delinquency Proceedings....46
Florida Licensure....48
FINANCIAL REPORTING AND CONTINUING DISCLOSURE....48
Financial Reporting....48
Continuing Disclosure....49
LITIGATION....51
Issuer....51
Obligated Group....51
LEGAL MATTERS....51
TAX MATTERS....52
General....52
Other Tax Matters....53
Tax Treatment of Bond Premium....53

Tax Treatment of Original Issue Discount 53
FINANCIAL STATEMENTS 54
RATING 54
FINANCIAL ADVISOR 54
UNDERWRITING 54
MISCELLANEOUS 55

Appendix A — INFORMATION CONCERNING THE OBLIGATED GROUP
Appendix B — AUDITED FINANCIAL STATEMENTS
Appendix C — MASTER INDENTURE, BOND INDENTURE AND LOAN AGREEMENT
Appendix D — FORM OF CONTINUING DISCLOSURE CERTIFICATE
Appendix E — PROPOSED FORM OF BOND COUNSEL OPINION
Appendix F — BOOK-ENTRY ONLY SYSTEM

OFFICIAL STATEMENT
relating to

$_____*
CITY OF POMPANO BEACH, FLORIDA
REVENUE BONDS
(JOHN KNOX VILLAGE PROJECT), SERIES 2015

INTRODUCTION

Purpose of this Official Statement

This Official Statement, including the cover page, inside cover page and Appendices hereto, is provided to furnish information with respect to the issuance, sale and delivery by the City of Pompano Beach, Florida (the "Issuer") of $_____* in aggregate principal amount of its Revenue Bonds (John Knox Village Project), Series 2015 (the "Bonds").

The Bonds are being issued pursuant to the provisions of the Florida Constitution, the Charter of the Issuer, Chapter 166, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act"), and Chapter 159, Part II, Florida Statutes, as amended (the "Financing Act"), in conformity with the provisions, restrictions and limitations thereof and pursuant to the Bond Indenture to be dated as of February 1, 2015 (the "Bond Indenture"), between the Issuer and U.S. Bank National Association, as bond trustee (the "Bond Trustee").

See Appendix C hereto for definitions assigned to certain capitalized terms used, but not defined, herein. The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each document for the complete details of its terms and conditions. All statements herein are qualified in their entirety by reference to each document.

Purpose of the Bonds

The proceeds of the Bonds will be lent to John Knox Village of Florida, Inc. (the "Borrower" and "Obligated Group Representative") pursuant to a Loan Agreement to be dated as of February 1, 2015, between the Issuer and the Borrower (the "Loan Agreement") and will be used, together with other available moneys described herein, to (1) finance and reimburse the Woodlands (as hereinafter defined) and the cost of certain capital improvements permitted by the Act for or to the senior living and health care facilities owned and operated by the Borrower (the "Project"); (2) fund a debt service reserve fund for the Bonds; and (3) pay the costs of issuance of the Bonds. See "PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

Risk Factors

An investment in the Bonds involves a significant degree of risk. Certain risks are inherent in the successful operation of continuing care retirement communities such as the continuing care retirement community owned and operated by the Borrower (the "Facilities") on a basis such that sufficient cash will

*Preliminary, subject to change.

be available to pay interest on and to retire indebtedness. See "RISK FACTORS" below for a discussion of certain of these risks. A prospective bondholder is advised to read the entire Official Statement, including the appendices hereto, before making an investment decision to purchase Bonds. Reference is made to "SECURITY FOR THE BONDS" and "RISK FACTORS" herein for a discussion of certain risk factors which should be considered in connection with an investment in the Bonds.

Security for the Bonds

Bond Indenture. The Bonds will be issued under and will be equally and ratably secured under the Bond Indenture, as follows: (1) the hereinafter described Obligation No. 2 relating to the Bonds ("Obligation No. 2"), (2) certain rights of the Issuer under the hereinafter described Loan Agreement and assigned by the Issuer to the Bond Trustee (except for certain reserved rights of the Issuer, including its rights to indemnification payments and the payment of certain expenses, its rights to give certain approvals and consents and its rights to receive certain documents, information and notices), (3) the funds and accounts, including the money and investments in them, which the Bond Trustee holds under the terms of the Bond Indenture, and (4) such other property as may from time to time be pledged to the Bond Trustee as additional security for such Bonds or which may come into possession of the Bond Trustee pursuant to the terms of the Loan Agreement or Obligation No. 2.

Loan Agreement. Pursuant to the Loan Agreement, the Borrower has agreed to make loan payments sufficient, among other things, to pay in full when due all principal of, premium, if any, and interest on the Bonds and the administrative fees of the Bond Trustee, and, to make payments as required to restore any deficiencies in the debt service reserve fund. See "Loan Agreement" in Appendix C hereto.

Master Indenture and Mortgage. The obligation of the Borrower to repay the loan from the Issuer will be evidenced by Obligation No. 2, issued under and entitled to the benefit and security of an Amended and Restated Master Trust Indenture, dated as of December 1, 2010, as amended, and as supplemented by Supplemental Indenture for Obligation No. 2, to be dated as of February 1, 2015, and each between U.S. Bank National Association, as master trustee (the "Master Trustee"), and the Obligated Group (collectively, the "Master Indenture"). See "Master Indenture" in Appendix C hereto. The Borrower is currently the sole Member of the Obligated Group. Obligation No. 2 will constitute an unconditional promise by each Member of the Obligated Group (as defined in the Master Indenture) to pay amounts sufficient to pay principal of (whether at maturity, by acceleration or call for redemption) and premium, if any, and interest on the Bonds; and Obligation No. 2 will be secured on a parity basis with any other Obligations heretofore issued under the Master Indenture, by a lien on and security interest in the Mortgaged Property granted to the Master Trustee pursuant to the Amended and Restated Mortgage and Security Agreement dated October 31, 2014, by and among the Obligated Group and the Master Trustee (the "Mortgage") and a security interest in the Gross Revenues of the Borrower and the Funds established under the Master Indenture. The Borrower and each Member of the Obligated Group admitted in the future will be jointly and severally liable for the payment for all obligations entitled to the benefits of the Master Indenture and will be subject to the financial and operating covenants thereunder.

Parity Obligations. Obligation No. 2 will be secured equally and ratably on parity with (1) Obligation No. 1, which was issued to secure the Borrower's payment obligations relating to the City of Pompano Beach, Florida Health Facilities Revenue Refunding Bonds (John Knox Village of Florida, Inc. Project), Series 2010 (the "Series 2010 Bonds"), and (2) any additional Obligations that may be issued pursuant to the Master Indenture (collectively, the "Parity Obligations"). Reference is made to "RISK FACTORS" herein for a discussion of the mandatory tender of the Series 2010 Bonds and certain other

risk factors which should be considered as a result of the Borrower's obligations with respect to the Series 2010 Bonds and Obligation No. 1.

Pledge of Gross Revenues. In order to secure the payment of the principal of, premium, if any, and interest on Obligation No. 2 and other Obligations issued under the Master Indenture, the Members of the Obligated Group have pledged, assigned, confirmed and granted a security interest unto the Master Trustee in the Gross Revenues of the Obligated Group. "Gross Revenues" means all revenues, income and money (other than proceeds of borrowing) received in any period by or on behalf of any Member of the Obligated Group, including, but without limiting the generality of the foregoing, (a) revenues derived from its operations, including Entrance Fees (as defined in Appendix A hereto), (b) gifts, grants, bequests, donations and contributions and the income therefrom, exclusive of any gifts, grants, bequests, donations and contributions to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for the payment of Obligations, (c) proceeds derived from (i) insurance, except to the extent required by the Master Indenture to be applied in a manner consistent with their use as Gross Revenues, (ii) Accounts (as hereinafter defined), (iii) securities and other investments, (iv) inventory and other tangible and intangible property, (v) medical or health care insurance, indemnity or reimbursement programs or agreements, and (vi) contract rights and other rights and assets now or hereafter owned, held or possessed by each Member of the Obligated Group, and (d) rentals received from the leasing of real or tangible personal property. See "SECURITY FOR THE BONDS – Security for Obligation No. 2" herein.

Debt Service Reserve Fund. As additional security for the Bonds, a debt service reserve fund (the "Debt Service Reserve Fund") will be established pursuant to the Bond Indenture and will be funded from the proceeds of the Bonds. The Debt Service Reserve Fund is required to be funded in an amount equal to $_____ (the "Debt Service Reserve Fund Requirement"). See "SECURITY FOR THE BONDS – Debt Service Reserve Fund." The Debt Service Reserve Fund only secures the Bonds and does not secure the Series 2010 Bonds or any other bonds or Obligations that may in the future be issued for the benefit of or by the Obligated Group or any other reserve. See also "Bond Indenture" in Appendix C hereto.

Covenants of the Obligated Group. The Master Indenture contains certain covenants of the Obligated Group, including covenants regarding maintaining a Long-Term Debt Service Coverage Ratio of not less than 1.10, maintaining at least 100 Days' Cash on Hand, and not incurring additional indebtedness unless certain conditions are met. See "SECURITY FOR THE BONDS" herein.

Offering and Delivery of the Bonds

The Bonds are offered when, as and if issued by the Issuer and accepted by PNC Capital Markets LLC (the "Underwriter"), subject to prior sale and to withdrawal or modification of the offer without notice. See "UNDERWRITING" herein.

Professionals Involved in Offering

Certain legal matters pertaining to the issuance of the Bonds are subject to the approving opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, bond counsel. Certain legal matters will be passed on for the Issuer by Gordon B. Linn, Esquire, City Attorney, Pompano Beach, Florida; for the Borrower by its counsel, The Gillespie Law Firm, Lighthouse Point, Florida; and for the Underwriter by Bryant Miller Olive P.A., Orlando, Florida.

The Principal Documents

THE DESCRIPTIONS AND VARIOUS DOCUMENTS SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING APPENDIX C, DO NOT PURPORT TO BE COMPREHENSIVE OR DEFINITIVE; AND REFERENCE IS MADE TO EACH DOCUMENT FOR COMPLETE DETAILS OF ALL TERMS AND CONDITIONS. ALL STATEMENTS HEREIN ARE QUALIFIED IN THEIR ENTIRETY BY THE TERMS OF EACH SUCH DOCUMENT. DURING THE PERIOD OF THE OFFERING, COPIES OF DRAFTS OF THE BONDS, THE BOND INDENTURE, THE LOAN AGREEMENT, OBLIGATION NO. 2, THE MASTER INDENTURE, THE MORTGAGE AND THE CONTINUING DISCLOSURE CERTIFICATE ARE AVAILABLE FROM THE UNDERWRITER; AND FOLLOWING DELIVERY OF THE BONDS, COPIES OF THE EXECUTED ORIGINALS THEREOF MAY BE EXAMINED AT THE DESIGNATED CORPORATE TRUST OFFICE OF THE BOND TRUSTEE.

THE ISSUER

General

The Issuer is a duly created and validly existing municipal corporation of the State with the powers, among others, set forth in the Act and a "local agency" within the meaning of the Financing Act. The Issuer was incorporated in 1947 and operates under its own charter with a city manager-commission form of government.

Limitation of Liability

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF PLEDGED REVENUES AND FUNDS PROVIDED THEREFOR UNDER THE BOND INDENTURE. THE BONDS AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE STATE, THE ISSUER OR ANY POLITICAL SUBDIVISION OF THE STATE. NEITHER THE STATE, THE ISSUER NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THE BONDS, OTHER THAN FROM PLEDGED REVENUES, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE ISSUER OR OF ANY POLITICAL SUBDIVISION OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS.

Disclosure Required by Section 517.051, Florida Statutes

Section 517.051, Florida Statutes, as amended, provides for the exemption from registration of certain governmental securities, provided that if an issuer or guarantor of governmental securities has been in default at any time after December 31, 1975 as to principal and interest on any obligation, its securities may not be offered or sold in the State pursuant to the exemption except by means of an offering circular containing full and fair disclosure, as prescribed by rules of the Florida Department of Banking and Finance (the "Department"). Under the rules of the Department, the prescribed disclosure is not required if the information would not be considered material by a reasonable investor.

The Issuer has the power to issue, and has issued, bonds for the purpose of financing projects for the benefit of the Members of the Obligated Group and other conduit borrowers. Bonds issued by the Issuer for parties other than the Members of the Obligated Group may have been, or may be, in default as to principal and interest. However, disclosure with respect to any default on such bonds is not deemed

appropriate or material with respect to the Bonds because the source of payment for such defaulted bonds, if any, is separate and distinct from the source of payment for the Bonds.

To the best knowledge of the Issuer, the Issuer is not and has not been in default at any time after December 31, 1975 as to principal or interest with respect to any obligation issued by the Issuer for the benefit of any Member of the Obligated Group. The Obligated Group has represented to the Issuer that no Member of the Obligated Group has been in default at any time after December 31, 1975 as to principal or interest with respect to any obligation issued or guaranteed by any Member of the Obligated Group.

The Issuer assumes no responsibility as to the accuracy, adequacy or completeness of the information in this Official Statement other than with respect to the accuracy of the information relating to the Issuer under the captions "THE ISSUER" and "LITIGATION - Issuer" herein. The Issuer has relied upon representations of the Borrower and the advice of Bond Counsel, without independent investigation, as to various matters in executing and delivering the Bonds, the Bond Indenture, the Loan Agreement and various other documents and instruments in connection therewith.

THE OBLIGATED GROUP

General

The Borrower was incorporated in 1978 as a Florida not-for-profit corporation organized for the purpose of providing housing, health care and other related services to the senior population. The Borrower is the sole member of the Obligated Group. The Borrower has received a determination from the Internal Revenue Service (the "IRS") of its status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and exempt from federal income taxation under Section 501(a) of the Code. Other entities related to the Borrower, but not currently part of the Obligated Group, are described in Appendix A hereto under the section "Non-Obligated Group Members."

Members may be added to or withdraw from the Obligated Group in accordance with the provisions of the Master Indenture; provided that the Borrower is not permitted to withdraw from the Obligated Group under the terms of the Master Indenture.

The Obligated Group provides services to approximately 900 residents and estimates that the total assessed value for state tax purposes of its real property is approximately $63,500,000. The Obligated Group is one of the largest single site continuing care retirement communities (each a "CCRC") in the country.

The Borrower is subject to Chapter 651, Florida Statutes, and is in full compliance with all applicable statutory reserve and reporting requirements contained therein. A brief description of the Borrower is set forth below.

Facilities

The Borrower operates a CCRC located on approximately 65 acres in Pompano Beach in Broward County, Florida. It currently consists of 729 Independent Living Units, 62 Assisted Living Units and a 177-bed skilled nursing facility (the "Health Center"). As of October 31, 2014, 86.1% of the Independent Living Units, 93.8% of the Assisted Living Units, and 93.9% of the skilled nursing beds were occupied.

The CCRC includes independent living, assisted living and nursing care and has been granted a certificate of authority from the Florida Department of Financial Services to offer continuing care contracts.

PLAN OF FINANCE

General

The proceeds of the Bonds are being loaned to the Borrower to finance and reimburse costs of the Woodlands and the cost of certain other capital improvements permitted by the Act for or to the senior living and health care facilities owned and operated by the Borrower.

The Project

Woodlands. The primary purpose of the Bonds is to finance and reimburse the acquisition, construction and equipping of the Woodlands, a 144-bed skilled nursing facility to be owned and operated by the Borrower and located on its campus, to replace a portion of the existing Health Center and add additional capacity to serve members of the local community (the "Woodlands"). For additional information relating to these capital improvements see "OTHER INFORMATION - The Project – *Woodlands*" in Appendix A hereto.

Reimbursements. Any available proceeds of the Bonds remaining after financing the Woodlands will be applied to finance capital improvements permitted by the Act for or to the Facilities including, without limitation, new audio visual equipment, information technology wiring and upgrades, replacement of the elevator in the Borrower's East Lake facility, installation of a visitor management system, construction and equipping of a new seven-story health care center, containing approximately 130,000 square feet for nursing services, the purchase and implementation of an electronic health record system in the current Health Center and other miscellaneous renovations, equipment and capital improvements. For additional information relating to these capital improvements see "OTHER INFORMATION - The Project" and " OTHER INFORMATION - Other Project Components" in Appendix A hereto.

Prior and Future Capital Improvements

2014 capital improvements to the Facilities have focused on the completion of several strategic initiatives, including implementation of electronic health records, upgrades of computers and information technology infrastructure throughout the campus and implementation of a new visitor management system as well as upgraded software for the Home Health Agency. As discussed above, all or a portion of the capital expenditures for such improvements may be reimbursed with the proceeds of the Bonds.

The Borrower's 2015 capital budget of approximately $7.6 million includes funding for new strategic capital initiatives, including upgraded finish packages for new residents, additional parking and site lighting and renovations to the Village Centre. No additional borrowings are expected in the near future.

For additional information relating to these capital improvements see "CAMPUS DESCRIPTION - Capital Improvements" in Appendix A hereto.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds in connection with the issuance of the Bonds are as follows:

SOURCES OF FUNDS	
Par Amount	$
Original Issue **[Premium] [Discount]**	
Total	$
USES OF FUNDS	
Fund the Woodlands	$
Reimburse Borrower for Prior Capital Expenditures	
Debt Service Reserve Fund	
Costs of Issuance*	
Total	$

*The Borrower estimates that bond issuance costs would approximate this amount and would include legal fees, accounting fees, Underwriter's discount, and other costs associated with the issuance of the Bonds.

[Remainder of Page Intentionally Left Blank]

ESTIMATED ANNUAL DEBT SERVICE REQUIREMENTS

Following are the principal, mandatory redemption, and interest payment requirements with respect to the Bonds and the Series 2010 Bonds for each year ending December 31:

Period Ending December 31	The Bonds			Series 2010 Bonds[1] [2]	Total
	Principal	Interest	Subtotal		
2010	$	$	$	$370,323.76	$
2011				1,791,513.36	
2012				1,780,912.52	
2013				1,770,129.19	
2014				1,756,119.58	
2015				1,746,615.81	
2016				1,738,528.75	
2017				1,725,783.33	
2018				1,714,454.56	
2019				1,702,517.50	
2020				1,691,652.08	
2021				1,676,818.31	
2022				1,668,018.33	
2023				1,653,495.81	
2024				1,644,634.58	
2025				1,627,435.81	
2026				1,615,898.33	
2027				1,603,600.39	
2028				1,586,484.57	
2029				1,571,913.36	
2030				1,557,486.27	
2031				1,547,260.81	
2032				1,531,630.83	
2033				1,514,300.39	
2034				1,501,641.64	
2035				1,483,108.31	
TOTAL	$	$	$	$41,572,278.18	$

(1) The Series 2010 Bonds are variable rate bonds bearing a rate equal to 65% of LIBOR (as defined in the Series 2010 Bonds), plus 1.05%, subject to adjustment, as described in the Loan Agreement related to the Series 2010 Bonds. For purposes of this table and as of the date of the date of this Preliminary Official Statement, interest on the Series 2010 Bonds is assumed to accrue at 3.00% per annum, the interest rate on the Series 2010 Bonds as of the date of this Preliminary Official Statement.

(2) The Borrower is obligated to purchase the Series 2010 Bonds on September 25, 2024. For more information about the Series 2010 Bonds, see "RISK FACTORS – The Series 2010 Bonds" herein.

THE BONDS

Specific information about the Bonds is contained below. Information about security for the Bonds is contained in "SECURITY FOR THE BONDS."

General

The Bonds are dated as of the date of their initial delivery and mature as set forth on the inside cover of this Official Statement, subject to optional and mandatory redemption and purchase in lieu of redemption prior to maturity as described below. The Bonds are issuable only in registered form without coupons in denominations of $5,000 and integral multiples thereof.

The Record Dates for the Bonds will be (i) the fifteenth (15th) day of the month (whether or not a Business Day) next preceding each interest payment date for such interest period, and (ii) the date established by the Bond Trustee pursuant to the Bond Indenture for the payment of defaulted interest on the Bonds.

The Bonds initially shall be maintained under a book-entry system; Beneficial Owners shall have no right to receive physical possession of the Bonds and payments of the principal or Redemption Price of and interest on the Bonds will be made as described below under "Book-Entry Only System." If the book-entry system is discontinued, interest on the Bonds will be payable by check mailed by the Bond Trustee to the persons in whose names the Bonds are registered as of the Record Date for the payment of such interest at the address shown on the registration books maintained by the Registrar, and the principal, Purchase Price or Redemption Price of the Bonds will be payable only upon presentation and surrender of such Bonds at the designated office of the Bond Trustee.

Interest

The Bonds will bear interest at the rates set forth on the inside cover of this Official Statement. Interest is payable on each September 1 and March 1, commencing on September 1, 2015, and upon earlier redemption.

Redemption

Optional Redemption of Bonds. Bonds maturing on or after September 1, 20___ are subject to redemption prior to maturity beginning on September 1, 20___, upon the direction of the Borrower, in whole or in part at any time, at the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the date set for redemption.

Mandatory Sinking Fund Redemption of Bonds. The Bonds maturing on September 1, 20___ are subject to mandatory sinking fund redemption on September 1 of the following years and in the following amounts at a Redemption Price equal to the principal amount thereof plus accrued interest to the date fixed for redemption:

Bonds Maturing September 1, 20__

Year	Sinking Fund Installment
	$

The Bonds maturing on September 1, 20___ are subject to mandatory sinking fund redemption on September 1 of the following years and in the following amounts at a Redemption Price equal to the principal amount thereof plus accrued interest to the date fixed for redemption:

Bonds Maturing September 1, 20__

Year	Sinking Fund Installment
	$

Extraordinary Redemption of Bonds. The Bonds may be redeemed in whole or in part at the option and written direction of the Borrower, at any time, at par plus accrued interest, from proceeds of insurance or condemnation awards resulting from damage or destruction or condemnation of the Facilities (as defined in the Master Indenture), or from prepayments under the Loan Agreement which permits prepayment thereunder, as a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by other governmental action, the Loan Agreement shall have become void or unenforceable or performance thereunder shall have become impossible in accordance with the intent and purposes of the parties as expressed in the Loan Agreement, or unreasonable burdens or excessive liabilities shall have been imposed on the Obligated Group or their property.

Purchase in Lieu of Redemption

The Bond Indenture provides that any Bonds subject to optional redemption and cancellation shall also be subject to optional call for purchase and resale by the Borrower (*i.e.*, a so-called purchase in lieu of redemption) at the same times and at the same Redemption Prices as are applicable to the optional redemption of such Bonds as provided above. Any Bonds so purchased by the Borrower may, as directed by the Borrower, be cancelled or held Outstanding by the Borrower. Any references in this paragraph to Redemption Price shall be deemed to refer to the purchase price of such Bonds if such Bonds are being purchased by the Borrower in accordance with the Bond Indenture.

Selection of Bonds to Be Redeemed

In the event of any redemption of less than all Outstanding Bonds, any maturity or maturities and amounts within maturities of the Bonds to be redeemed shall be selected by the Bond Trustee at the direction of the Borrower. If less than all of the Bonds of the same maturity are to be redeemed upon any

redemption of Bonds hereunder, DTC or any successor depository shall select the Bonds to be redeemed in accordance with its procedures or, if the book-entry system is discontinued, the Bond Trustee shall select the Bonds to be redeemed in such manner as may be directed by the Borrower. In making such selection, the Bond Trustee shall treat each Bond as representing that number of Bonds of the lowest authorized denomination as is obtained by dividing the principal amount of such Bond by such denomination.

Notice of Redemption

The Bond Trustee shall mail a notice of the redemption of any Bonds not less than 30 days nor more than 45 days prior to the date set for redemption to the holders of the Bonds or portions of Bonds to be redeemed, but failure to so mail any such notice or any defect in such mailing with respect to any Bond will not affect the validity of any proceedings for the redemption of any other Bond with respect to which notice was so mailed or with respect to which no such defect occurred, respectively.

Each such notice shall set forth the date fixed for redemption, official name of the issue, date of notice, date of issue, dated date, the Redemption Price to be paid and, if less than all of the Bonds of any one maturity then Outstanding shall be called for redemption, the distinctive numbers and letters, including CUSIP identification numbers, if any, and certificate numbers of such Bonds to be redeemed, the maturity date and interest rates of such Bonds to be redeemed, the name of the paying agent with address, telephone number, contact person and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. Failure to give notice by mailing to any Bondholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of any other Bonds. Any notice of optional redemption may indicate that it is conditional or that it may be rescinded by the Borrower.

Sixty days after the redemption date, the Bond Trustee shall also mail a second copy of the notice of redemption to any Bondholder who has not presented his Bonds for payment on or before such date, by the same means as the first notice.

Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given upon mailing, whether or not the Owner of such Bonds receives the notice.

SECURITY FOR THE BONDS

Security for the Bonds

The principal of, premium, if any, and interest on the Bonds will be payable from moneys paid by the Borrower pursuant to the Loan Agreement and Obligation No. 2. Obligation No. 2 is a joint and several general obligation of the Obligated Group. As holder of Obligation No. 2, the Bond Trustee will have (a) right, title and interest in and to Obligation No. 2, (b) rights under the Master Indenture as the owner of Obligation No. 2, and (c) right, title and interest in and to the Loan Agreement, including the right to receive Obligation No. 2 payments thereunder (except for certain reserved rights of the Issuer, including its rights to indemnification payments and the payment of certain expenses, its rights to give certain approvals and consents and its rights to receive certain documents, information and notices), as security for the payment of the principal of, redemption premium, if any, and interest on the Bonds. The Bonds will further be secured by the moneys and securities held by the Bond Trustee in certain funds and accounts created under the Bond Indenture.

THE BONDS ARE SPECIAL OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF THE PLEDGED REVENUES AND FUNDS PROVIDED THEREFOR UNDER THE BOND INDENTURE. THE BONDS AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE. NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THE BONDS, OTHER THAN FROM PLEDGED REVENUES, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY POLITICAL SUBDIVISION OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS.

Security for Obligation No. 2

Pursuant to the Master Indenture, the Obligated Group has granted to the Master Trustee a security interest in its Gross Revenues as security for the payment of amounts due on any Obligations issued under the Master Indenture, including Obligation No. 2. Gross Revenues means all revenues, income, and money (other than proceeds of borrowing) received in any period by or on behalf of any Member of the Obligated Group, including, but without limiting the generality of the foregoing, (a) revenues derived from its operations, including Entrance Fees, (b) gifts, grants, bequests, donations and contributions and the income therefrom, exclusive of any gifts, grants, bequests, donations and contributions to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for the payment of Obligations, (c) proceeds derived from (i) insurance, except to the extent required by the Master Indenture to be applied in a manner inconsistent with their use as Gross Revenues, (ii) Accounts, (iii) securities and other investments, (iv) inventory and other tangible and intangible property, (v) medical or health care insurance, indemnity or reimbursement programs or agreements, and (vi) contract rights and other rights and assets now or hereafter owned, held or possessed by each Member of the Obligated Group, and (d) rentals received from the leasing of real or tangible personal property.

The lien on Gross Revenues securing the Bonds will be on a parity with the lien on Gross Revenues securing the Parity Obligations (as defined herein). See "Parity Obligations" below.

The security interest in the Gross Revenues will be perfected to the extent, and only to the extent, that such security interest may be perfected by filing a financing statement under the Uniform Commercial Code. Continuation statements with respect to such filing must be filed as required by law to continue the perfection of such security interest. The security interest in the Gross Revenues is subject to Permitted Liens that exist prior to or that may be created subsequent to the time the security interest in the Gross Revenues attaches and is subject to the right of the Members of the Obligated Group to transfer Gross Revenues free of the security interest created in the Gross Revenues under certain circumstances as set forth in the Master Indenture.

If an Event of Default under the Master Indenture shall have occurred and be continuing, the Master Trustee may require that each Member of the Obligated Group deliver all Gross Revenues to it. Each Member of the Obligated Group has covenanted in the Master Indenture that, if an Event of Default under the Master Indenture shall have occurred and be continuing, it will, immediately upon receipt of a written request from the Master Trustee, deliver to or direct to be delivered to the Master Trustee all Gross Revenues thereafter received until such Event of Default has been cured, such Gross Revenues to be applied in accordance with the Master Indenture.

Pursuant to the Mortgage, as security for the payment of amounts due on all Obligations issued under the Master Indenture, including Obligation No. 2, the Obligated Group has granted to the Master Trustee a lien on the Mortgaged Property. In connection with the execution and delivery of the original mortgage in 2002, which was amended and restated in its entirety by the Mortgage, there was delivered to the Master Trustee a mortgagee title insurance policy which insured title to the Mortgaged Property in an amount equal to $35 million. This policy was endorsed by the title insurance company on October 31, 2014 in connection with the recording of the Mortgage. This $35 million in mortgagee title insurance is the only title insurance policy held by the Master Trustee. No additional mortgagee title insurance policy will be delivered in connection with the issuance of Obligation No. 2 and the Bonds.

Recovery under a title insurance policy issued to a mortgagee (here, the Master Trustee) is dependent upon a number of factors including, but not limited to, the amount of title insurance purchased relative to the value of the Mortgaged Property (with the current transaction, the current assessed value of the Mortgaged Property substantially exceeds the maximum coverage under the policy), the nature of the title defect, the presence of a payment default under the Obligations and the other terms and conditions of the insurance policy. No assurance can be given that any particular set of circumstances will give rise to a recovery under the title insurance policies. Other than the various exceptions to title contained in the mortgagee title insurance policies and similar type matters that might have arisen since the effective date of the mortgagee title insurance policies, the Obligated Group knows of no encumbrances, liens or other matters that might adversely affect title to the Mortgaged Property.

In the event any impairment of title to any portion of the Mortgaged Property or the lien of the Mortgage is asserted, there is no assurance that proceeds of the mortgagee title insurance policy or other available resources of the Borrower will be sufficient to cure any default in title or lien or to fully compensate the Master Trustee for any loss or impairment of the lien of the Mortgage.

Parity Obligations

Obligation No. 2 will be secured equally and ratably on parity with (1) Obligation No. 1, which was issued to secure the Borrower's payment obligations relating to the Series 2010 Bonds, and (2) any additional Parity Obligations.

Debt Service Reserve Fund

As additional security for the Bonds, the Debt Service Reserve Fund will be established pursuant to the Bond Indenture and will be funded from the proceeds of the Bonds. The Debt Service Reserve Fund is required to be funded in an amount equal to $_____. The Debt Service Reserve Fund only secures the Bonds and does not secure the Series 2010 Bonds or any other bonds or Obligations that may in the future be issued for the benefit of or by the Obligated Group or any other reserve. See also "Bond Indenture" in Appendix C hereto.

Covenants; Additional Indebtedness

The Members of the Obligated Group will be subject to covenants contained in the Master Indenture and the Loan Agreement relating to maintenance of a Long-Term Debt Service Coverage Ratio, a Days' Cash on Hand requirement, and restricting, among other things, incurrence of Indebtedness, existence of Liens on Property, consolidation and merger, disposition of assets, addition of Members to

the Obligated Group, and withdrawal of Members from the Obligated Group. See also "Master Indenture" in Appendix C hereto.

THE MASTER INDENTURE PERMITS EACH MEMBER OF THE OBLIGATED GROUP TO ISSUE OR INCUR ADDITIONAL INDEBTEDNESS EVIDENCED BY OBLIGATIONS THAT WILL SHARE THE SECURITY ON A PARITY WITH THE PARITY OBLIGATIONS. SUCH ADDITIONAL OBLIGATIONS WILL NOT BE SECURED BY THE MONEY OR INVESTMENTS IN ANY FUND OR ACCOUNT HELD BY THE BOND TRUSTEE UNDER THE BOND INDENTURE AS SECURITY FOR THE BONDS.

Long-Term Debt Service Coverage Ratio Covenant

Each Member of the Obligated Group has covenanted in the Master Indenture to set rates and collect charges for its Facilities, services and products such that the Long-Term Debt Service Coverage Ratio, calculated at the end of each December 31, based upon the Financial Statements, will not be less than 1.10; *provided, however*, that in any case where Long-Term Indebtedness has been incurred to acquire or construct capital improvements, the Long-Term Debt Service Requirement with respect thereto shall not be taken into account in making the foregoing calculation until the first full Fiscal Year commencing after the Fiscal Year in which substantially all of such capital improvements are placed in service (except that with respect to capital improvements consisting, in whole or in part, of living units or health care beds, the Long-Term Debt Service Requirement with respect thereto shall not be taken into account until the earlier to occur of (i) the first full Fiscal Year next succeeding the Fiscal Year in which the average occupancy of such living units or health care beds was forecasted to reach 90% or (ii) the first full Fiscal Year next succeeding the Fiscal Year in which occurs that date which is 18 months following the date upon which substantially all of such capital improvements are placed in service; in either case, the Obligated Group agrees that it will notify the Master Trustee of such event within 10 days following its occurrence). For more information regarding the Obligated Group's historical Long-Term Debt Service Coverage Ratio, see Appendix A hereto under the Section "FINANCIAL INFORMATION."

In the event the Long-Term Debt Service Coverage Ratio, calculated at the end of any annual period is less than 1.10, a report shall be prepared by management of the Borrower and furnished to the Master Trustee within 30 days following the end of such period explaining in detail the reasons the Long-Term Debt Service Coverage Ratio was less than 1.10 and recommending corrective action. Further, during the period in which the Long-Term Debt Service Coverage Ratio is less than 1.10, the Obligated Group shall furnish to the Master Trustee, on a quarterly basis within 30 days following the end of each quarter, an Officer's Certificate stating the Long-Term Debt Service Coverage Ratio for such 12-month period then ended. In the event management of the Borrower prepares the required report and the Long-Term Debt Service Coverage Ratio is not 1.10 or greater within the fourth quarterly period after the end of the period in which such coverage ratio required such report, the Obligated Group shall retain a Management Consultant to analyze the reasons for the failure to achieve a Long-Term Debt Service Coverage Ratio of 1.10 and to make recommendations to increase the Long-Term Debt Service Coverage Ratio for the following Fiscal Year to such amount; such report of a Management Consultant shall be delivered to the Master Trustee within 30 days after the end of such period. In the event the Obligated Group fails to make a selection and give notice of such selection of a Management Consultant to the Master Trustee within 30 days after it shall have been required to do so, the Master Trustee may, at the direction of the Holders of a majority in aggregate principal amount of the Outstanding Obligations select, on behalf of the Obligated Group, a Management Consultant, the costs of which shall be paid by the Obligated Group, to make the recommendations described above. The Obligated Group agrees that it

will, to the extent permitted by law and consistent with the status of any Member of the Obligated Group as a Tax-Exempt Organization, follow any recommendations of the Management Consultant. Notwithstanding the foregoing, the Obligated Group may elect not to comply with any one or more of such recommendations if the Obligated Group submits to the Master Trustee a written report substantiating its determination not to comply with such recommendations, together with a resolution of the Governing Body (as defined in the Master Indenture) of the Borrower determining that noncompliance with such recommendations is in the best interest of the Obligated Group.

Notwithstanding any other provisions of the Master Indenture, if the Members of the Obligated Group shall revise such fees, rentals, rates and other charges in conformity with the recommendations of the Management Consultant and otherwise follow the recommendations of the Management Consultant, then the failure of the Obligated Group to maintain the Long-Term Debt Service Coverage Ratio required as described above shall not be deemed to constitute an Event of Default under the Master Indenture; *provided, however,* that failure to maintain a Long-Term Debt Service Coverage Ratio of at least 1.00 for a Fiscal Year may be declared to be an Event of Default but only if the amount of Days' Cash on Hand of the Obligated Group as of the last day of such Fiscal Year is less than 250. However, if as of the next succeeding December 31, the Long-Term Debt Service Coverage Ratio is less than 1.00, regardless of the amount of Days' Cash on Hand of the Obligated Group, an Event of Default may be declared by the Master Trustee.

Days' Cash on Hand Covenant

The Obligated Group has covenanted that it shall maintain at least 100 Days' Cash on Hand (the "Liquidity Covenant"). Compliance with the Liquidity Covenant shall be tested each December 31 based on audited financial statements. If the Liquidity Covenant is not met for any calculation date, management of the Borrower shall prepare a report to be delivered to the Master Trustee within 30 days following such calendar date explaining in detail the reasons for failing to meet the Days' Cash on Hand and recommending corrective action. If the Liquidity Covenant is not met in the next annual period after the delivery of such report, a report of a Consultant will be required recommending actions to be implemented by the Obligated Group which recommendations will be adopted. For more information regarding the Obligated Group's historical Days' Cash on Hand see Appendix A hereto under the Section "FINANCIAL INFORMATION."

The failure to comply with the Liquidity Covenant will not constitute a Default or Event of Default under the Master Indenture, so long as the Obligated Group takes all action within its control to comply with the procedures set forth in the Master Indenture in preparing and implementing a report and plan for correcting such a failure; provided that failure to provide a Consultant's report as described above or to implement its recommendations shall constitute an Event of Default under the Master Indenture. However, the Obligated Group may elect not to comply with any one or more of such recommendations if the Obligated Group submits to the Master Trustee a written report substantiating its determination not to comply with such recommendations, together with a resolution of the Governing Body of the Borrower determining that noncompliance with such recommendations is in the best interest of the Obligated Group.

Limitations on Incurrence of Indebtedness

In the Master Indenture, each Member of the Obligated Group covenants and agrees that it will not incur any Indebtedness if, after giving effect to all other Indebtedness incurred by the Obligated

Group, such Indebtedness could not be incurred pursuant to paragraphs (a) through (h), inclusive, below. Any Indebtedness may be incurred only in the manner and pursuant to the terms set forth as follows:

(a) Long-Term Indebtedness may be incurred if, prior to incurrence thereof, one of the following conditions is met:

(i) there is delivered to the Master Trustee an Officer's Certificate certifying that (A) the Long-Term Debt Service Coverage Ratio, taking into account all Outstanding Long-Term Indebtedness and the Long-Term Indebtedness proposed to be incurred as if it had been incurred at the beginning of such Fiscal Year, for the most recent Fiscal Year preceding the date of delivery of the Officer's Certificate for which the Financial Statements are available is not less than 1.25 (accompanied by the certificate of the Accountant to the same effect) and (B) the Long-Term Debt Service Coverage Ratio for the most recent Fiscal Year was not less than 1.25, all required deposits into the Operating Reserve and Renewal and Replacement Fund have been made and a *pro forma* Days' Cash on Hand of 100 days is forecasted to be met at the end of the three-year period following completion of any construction financed with such Long-Term Indebtedness after giving effect to the Long-Term Indebtedness proposed to be incurred; or

(ii) there is delivered to the Master Trustee (A) a report of a Management Consultant stating that (x) the forecasted Long-Term Debt Service Coverage Ratio, taking the proposed Long-Term Indebtedness into account for a three-year forecast period or three years following completion of any construction of revenue-producing Property the cost for which is in excess of $10,000,000 (or for a two-year period if such Management Consultant is professionally unable to issue a forecast for a three-year period), is 1.35 for each Fiscal Year during the forecast period and (y) the Days' Cash on Hand of 100 is forecasted for the end of the forecast period and (B) an Officer's Certificate stating that (x) the Long-Term Debt Service Coverage Ratio has been 1.25 for the preceding Fiscal Year for which Financial Statements are available, and (y) any required deposits into the debt service reserve fund under Related Bond Indentures have been made; or

(iii) there is delivered to the Master Trustee an Officer's Certificate certifying that the principal amount of additional Long-Term Indebtedness proposed to be incurred subsequent to Long-Term Indebtedness incurred in compliance with clause (i) and (ii) above, if any, together with the principal amount of all other Outstanding Long-Term Indebtedness incurred prior to this clause (iii) does not exceed 25% of Total Revenue for the most recent Fiscal Year for which Financial Statements are available.

(b) Long-Term Indebtedness may be incurred to refund any Outstanding Long-Term Indebtedness if, prior to the incurrence thereof, (i) the Master Trustee receives an Officer's Certificate stating that, taking into account the Long-Term Indebtedness proposed to be incurred, the existing Long-Term Indebtedness to remain Outstanding after the refunding and the refunding of the existing Long-Term Indebtedness to be refunded, Maximum Annual Debt Service will not be increased by more than 10% and (ii) the Master Trustee receives an Opinion of Counsel stating that upon the incurrence of such proposed Long-Term Indebtedness and the application of the proceeds thereof, the Outstanding Long-Term Indebtedness to be refunded will no longer be Outstanding.

(c) Long-Term Indebtedness may be incurred to complete capital improvements, if prior to the incurrence thereof there is delivered to the Master Trustee (i) an Officer's Certificate to the effect (A) the scope of the capital improvements being financed with such Long-Term Indebtedness is not being

changed, (B) Long-Term Indebtedness does not exceed 10% of the original principal amount of the obligations originally issued for such capital improvements or (ii) a report of a Management Consultant indicating that the Long-Term Debt Service Coverage Ratio calculated pursuant to the provisions of paragraph (a)(ii) above but for the two years following completion would not be reduced from what such ratio would have been without the issuance of such additional Long-Term Indebtedness.

(d) Short-Term Indebtedness may be incurred in the aggregate amount of 20% of Total Revenue for the most recent year for which Financial Statements are available.

(e) Indebtedness between Members of the Obligated Group may be incurred without limit.

(f) Put Indebtedness may be incurred if, prior to the incurrence of such Put Indebtedness, (i) the conditions described in paragraph (a)(i) or (a)(ii) are met and (ii) a binding commitment from a bank or other financial institution exists to provide financing sufficient to pay the purchase price of such Put Indebtedness on any date on which the owner of such Put Indebtedness may demand payment thereof pursuant to the terms of such Put Indebtedness.

(g) Indebtedness in any amount which is secured by (i) a lien on Property which is not Mortgaged Property or (ii) a purchase money security interest on new or replacement equipment and fixtures.

(h) Indebtedness in any amount which is expressly subordinated in repayment to the repayment of the Obligations.

Insurance Requirements

The Master Indenture requires each Member of the Obligated Group to maintain the following types of insurance (including one or more self-insurance programs) as, in its judgment, are adequate to protect it and its Facility Property and Equipment and operations: (i) Builder's risk insurance during the construction of any project costing more than $500,000, (ii) comprehensive general public liability insurance, including blanket contractual liability and automobile insurance including owned or hired automobiles (excluding collision and comprehensive coverage thereon), (iii) fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard coverage and vandalism, and malicious mischief endorsements and business interruption insurance (termination of such coverage to be subject to 30 days' advance notice thereof provided by the insurer to the Master Trustee), (iv) professional liability insurance, (v) workers' compensation insurance, (vi) fidelity insurance covering employees with access to revenues and receipts, and (vii) boiler and machinery insurance on a replacement cost basis.

By August 1 of each year the Obligated Group is required to provide to the Master Trustee a report of an Insurance Consultant as to whether the amounts of coverage for the insurance described in clauses (ii), (iii), (iv), (v), (vi) and (vii) above are appropriate to the risks to which the Obligated Group is subject when balanced against the cost of obtaining insurance coverage therefor.

For additional information with respect to the specific requirements set forth in the Master Indenture, see the description of insurance requirements set forth in Section 3.03 of the Master Indenture included in Appendix C hereto. For specific information as to the current insurance coverage obtained by the Obligated Group, see the section "CAMPUS DESCRIPTION - Insurance and Risk Management" in Appendix A attached hereto.

RISK FACTORS

General Risk Factors

The Bonds are special and limited obligations of the Issuer, payable solely from and secured exclusively by the funds pledged thereto, including the payments to be made by the Obligated Group under the Master Indenture.

An investment in the Bonds involves various risks as described in this Official Statement. Each prospective investor should carefully examine this Official Statement and his or her own financial condition in order to make a judgment as to whether the Bonds are an appropriate investment. A BONDOWNER IS ADVISED TO READ THE ENTIRE OFFICIAL STATEMENT, INCLUDING THE APPENDICES HERETO, AND REFERENCE IS MADE TO THE SECTION "SECURITY FOR THE BONDS" AND THIS SECTION FOR A DISCUSSION OF CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED IN CONNECTION WITH AN INVESTMENT IN THE BONDS.

As described herein under the caption "SECURITY FOR THE BONDS," except to the extent that the principal of, premium, if any, and interest on the Bonds may be payable from the proceeds thereof or investment income thereon or, under certain circumstances, proceeds of insurance, sale or condemnation awards or net amounts by recourse to the Mortgaged Property, such principal, premium and interest will be payable solely from amounts paid by the Obligated Group under the Loan Agreement or by the Obligated Group under the Master Indenture, including Obligation No. 2.

No representation or assurance is given or can be made that revenues will be realized by the Obligated Group (which in the context of this discussion of risk factors, should be understood to include the Borrower and future Members of the Obligated Group, if any) sufficient to ensure the payment of the principal of and interest on the Bonds in the amounts and at the times required to pay debt service on the Bonds when due. Neither the Underwriter nor the Issuer has made any independent investigation of the extent to which any such factors may have an adverse effect on the revenues of the Obligated Group. The ability of the Obligated Group to generate sufficient revenues may be impacted by a number of factors. Some, but not necessarily all of these risk factors are discussed in this section below; these risk factors should be considered by investors considering any purchase of the Bonds. Neither the Underwriter nor the Issuer has made any independent investigation of the extent to which any such factors may have an adverse effect on the revenues of the Obligated Group.

Limited Obligations

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF PLEDGED REVENUES AND FUNDS PROVIDED THEREFOR UNDER THE BOND INDENTURE. THE BONDS AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE STATE, THE ISSUER OR ANY POLITICAL SUBDIVISION OF THE STATE. NEITHER THE STATE, THE ISSUER NOR ANY POLITICAL SUBDIVISION OF THE STATE SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THE BONDS, OTHER THAN FROM PLEDGED REVENUES, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE ISSUER OR OF ANY POLITICAL SUBDIVISION OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS.

The Bonds are special limited obligations of the Issuer and have three sources of payment, as follows:

(1) ***Loan payments received by the Bond Trustee from the Borrower pursuant to the terms of the Loan Agreement and the Obligated Group pursuant to Obligation No. 2.*** The Issuer has no obligation to pay the Bonds except from loan payments derived from the Loan Agreement and from the Obligated Group pursuant to Obligation No. 2. The Bonds, together with interest and premium, if any, thereon, will be limited obligations of the Issuer and will never constitute an indebtedness of the Issuer within the meaning of any State constitutional provision or statutory limitation and will never constitute or give rise to a pecuniary liability of the Issuer or the State or any political subdivision of the State or a charge against the general credit or taxing powers, if any, of any of them. Under the Loan Agreement, which the Issuer has assigned to the Bond Trustee, the Obligated Group will be required to make loan payments to the Bond Trustee in amounts sufficient to enable the Bond Trustee to pay the principal of, premium, if any, and interest on the Bonds. Such loan payments are, however, anticipated to be derived solely from operation of the facilities of the Obligated Group and investment earnings. Profitable operation of the facilities of the Obligated Group depend in large part on achieving and maintaining certain occupancy levels throughout the term of the Bonds. However, no assurance can be made that the revenues derived from the operation of the Facilities will be realized by the Obligated Group in the amounts necessary, after payment of operating expenses of the facilities of the Obligated Group, to pay maturing principal of, premium, if any, and interest on the Bonds.

(2) ***Revenues received from operation of the facilities of the Obligated Group by a receiver upon a default under the Master Indenture or the Bond Indenture.*** Attempts to have a receiver appointed to take charge of properties pledged to secure loans are frequently met with defensive measures such as the initiation of protracted litigation and/or the initiation of bankruptcy proceedings, and such defensive measures can prevent the appointment of a receiver or greatly increase the expense and time involved in having a receiver appointed. It is therefore likely that prospects for uninterrupted payment of principal and interest on the Bonds in accordance with their terms are largely dependent upon the source described in (1) above, which is wholly dependent upon the success of the Obligated Group in operating the Facilities in a profitable manner.

(3) ***Proceeds realized from the sale or lease of the facilities of the Obligated Group to a third party by the Bond Trustee or Master Trustee.*** Attempts to sell or foreclose on commercial property or otherwise realize upon security for obligations may be met with defensive measures such as protracted litigation and/or bankruptcy proceedings, and that such defensive measures can greatly increase the expense and time involved in achieving such foreclosure or other realization. In addition the Bond Trustee or Master Trustee could experience difficulty in selling or leasing any of the facilities of the Facilities upon foreclosure due to the special-purpose nature of a continuing care retirement facility and the proceeds of such sale may not be sufficient to fully pay the owners of the Bonds.

The best prospects for uninterrupted payment of principal and interest on the Bonds in accordance with their terms is the source described in (1) above, which is wholly dependent upon the success of the Obligated Group in operating its facilities in a profitable manner. Even if its facilities are operating profitably, other factors could affect the Obligated Group's ability to make loan payments under the Loan Agreement and Obligation No. 2.

The Mortgage

The Obligated Group has delivered the Mortgage on the Mortgaged Property to the Master Trustee to secure its obligations pursuant to the Master Indenture. In the event that there is a default under the Master Indenture, the Master Trustee has the right to foreclose on the Mortgaged Property under certain circumstances.

All amounts collected upon foreclosure of the Mortgaged Property pursuant to the Mortgage will be used to pay certain costs and expenses incurred by, or otherwise related to, the foreclosure, the performance of the Master Trustee and/or the beneficiary under the Mortgage, and then to pay amounts owing under the Master Indenture in accordance with the provisions of the Master Indenture. See also "Master Indenture" in Appendix C hereto.

In the event that the Mortgage is actually foreclosed, then, in addition to the customary costs and expenses of operating and maintaining the Facilities, the party or parties succeeding to the interest of the Obligated Group in the Mortgaged Property (including the Master Trustee, if such party were to acquire the interest of the Obligated Group in the Mortgaged Property) could be required to bear certain associated costs and expenses, which could include: the cost of complying with federal, state or other laws, ordinances and regulations related to the removal or remediation of certain hazardous or toxic substances; the cost of complying with laws, ordinances and regulations related to health and safety, and the continued use and occupancy of the Facilities, such as the Americans with Disabilities Act; costs associated with the potential reconstruction or repair of the Mortgaged Property in the event of any casualty or condemnation.

The Facilities generally are suitable only for residential use and are designed for senior adults and are not composed of general purpose buildings; therefore, the Facilities would not be suitable for industrial or commercial use and consequently, it would be difficult to find a buyer or lessee for the Facilities, and, upon any default, the Master Trustee may not realize the amount of the outstanding Bonds from the sale or lease of the Facilities in the event of foreclosure. See also "FLORIDA REGULATION OF CONTINUING CARE FACILITIES" for a discussion of the rights of residents in the event of foreclosure.

Any valuation of the Facilities is based on future projections of income, expenses, capitalization rates, and the availability of the partial or total property tax exemption. Additionally, the value of the Facilities will at all times be dependent upon many factors beyond the control of the Obligated Group, such as changes in general and local economic conditions, changes in the supply of or demand for competing properties in the same locality, and changes in real estate and zoning laws or other regulatory restrictions. A material change in any of these factors could materially change the value of the Facilities. Any weakened market condition may also depress the value of the Facilities. Any reduction in the market value of the Facilities could adversely affect the security available to the owners of the Facilities. There is no assurance that the amount available upon foreclosure of the Facilities after the payment of foreclosure costs will be sufficient to pay the amounts owing by the Obligated Group on Obligation No. 2 and other outstanding Parity Obligations.

In the event of foreclosure, a prospective purchaser of the Mortgaged Property may assign less value to the Mortgaged Property than the value of the Mortgaged Property while owned by the Obligated Group since such purchaser may not enjoy the favorable financing rates associated with the Bonds and other benefits. To the extent that buyers whose income is not tax-exempt may be willing to pay less for the Mortgaged Property than nonprofit buyers, then the resale of the Mortgaged Property

after foreclosure may require more time to solicit nonprofit buyers interested in assuming the financing now applicable to the Mortgaged Property. In addition, there can be no assurance that the Mortgaged Property could be sold at 100% of its fair market value in the event of foreclosure. Although the Master Trustee will have available the remedy of foreclosure of the Mortgage in the event of a default (after giving effect to any applicable grace periods, and subject to any legal rights which may operate to delay or stay such foreclosure, such as may be applicable in the event of the Obligated Group's bankruptcy), there are substantial risks that the exercise of such a remedy will not result in recovery of sufficient funds to satisfy all the Obligated Group's obligations.

Title Insurance

The Obligated Group has previously obtained mortgagee title insurance with respect to the Mortgaged Property as described under the caption "SECURITY FOR THE BONDS – Security for Obligation No. 2." No additional mortgagee title insurance is being obtained in connection with the issuance of the Bonds. Recovery under a title insurance policy issued to a mortgagee (here, the Master Trustee) is dependent upon a number of factors including, but not limited to, the amount of title insurance purchased relative to the value of the Mortgaged Property (with the current transaction, the current assessed value of the Mortgaged Property substantially exceeds the maximum coverage under the policy), the nature of the title defect, the presence of a payment default under the Obligations and the other terms and conditions of the insurance policy. No assurance can be given that any particular set of circumstances will give rise to a recovery under the title insurance policy or that proceeds received under such title insurance policy and the available resources of the Obligated Group will be sufficient to cure any title defect or to compensate for any loss of title.

The Series 2010 Bonds

The Series 2010 Bonds were issued and the proceeds thereof loaned to the Borrower pursuant to a Loan Agreement dated as of December 1, 2010 (the "Original 2010 Bonds Loan Agreement"), among the City of Pompano Beach, Florida, the Borrower and the Series 2010 Bondholder, as amended by the First Amendment to Loan Agreement (the "First Amendment to 2010 Bonds Loan Agreement," collectively with the Original 2010 Bonds Loan Agreement, the "Series 2010 Bonds Loan Agreement") dated as of September 25, 2014. The Series 2010 Bonds mature on September 1, 2035. Notwithstanding the foregoing, pursuant to the Series 2010 Bonds Loan Agreement, PNC Bank, National Association, the holder of the Series 2010 Bonds (the "Series 2010 Bondholder"), is obligated to tender the Series 2010 Bonds for purchase in full, at a purchase price equal to the outstanding principal amount thereof, plus accrued interest thereon, on September 25, 2024 and the Borrower is obligated to pay such purchase price upon the Series 2010 Bondholder's tender of the Series 2010 Bonds for purchase.

The Series 2010 Bonds bear interest at a variable rate calculated based upon a percentage of LIBOR, plus a credit spread. The interest rate on the Series 2010 Bonds is also subject to adjustment due to: (i) certain circumstances affecting the use of LIBOR in the calculation of interest on the Series 2010 Bonds, (ii) matters affecting the federal tax treatment of interest on the Series 2010 Bonds, and (iii) the occurrence of a Default (as defined in the Series 2010 Bonds Loan Agreement). It is possible that an adjustment in interest rate on the Series 2010 Bonds as a result of the foregoing could have an adverse effect on the Borrower's financial condition and ability to satisfy its obligations under the Master Indenture.

The Series 2010 Bonds Loan Agreement also includes yield protection and indemnity provisions for the benefit of the Series 2010 Bondholder. It is possible that payment obligations under such provisions could have an adverse effect on the Borrower's financial condition and ability to satisfy its obligations under the Master Indenture.

The Series 2010 Bonds Loan Agreement includes additional financial and operating covenants of the Borrower for the benefit of the Series 2010 Bondholder, including, among others, covenants of the Borrower to maintain (i) a ratio of Income Available for Debt Service divided by Maximum Annual Debt Service of 1.20, calculated as of December 31 of each year during the term of the Series 2010 Bonds Loan Agreement; (ii) Days' Cash on Hand of at least 200, to be tested semiannually on each June 30 and December 31; and (iii) a "BBB" rating from either Standard & Poor's Ratings Group or Fitch Ratings. The foregoing requirements are in addition to and higher than the requirements of the Master Indenture. Failure to comply with such covenants may give rise to an "Event of Default" under the Series 2010 Bonds Loan Agreement.

The Series 2010 Bonds Loan Agreement provides that the occurrence of certain events, including among others, a failure to comply with covenants of the Borrower provided therein and a "Material Adverse Change" in the Borrower's business, assets, operations, financial condition or results of operation, will constitute an "Event of Default" thereunder. The occurrence and continuation of an "Event of Default" under the Series 2010 Bonds Loan Agreement allows the Series 2010 Bondholder to pursue various remedial actions, including among others, the acceleration of the Series 2010 Bonds and Obligation No. 1 issued under the Master Indenture.

Pursuant to the Series 2010 Bonds Loan Agreement, the Borrower is required to and currently maintains its primary operating accounts with PNC Bank, National Association, which is also the Series 2010 Bondholder. Amounts held in depository accounts may be subject to a banker's lien or right to set-off in favor of PNC Bank, National Association for obligations owed to it prior to claims of other creditors.

Uncertainty of Occupancy and Entrance and Service Fee Collection

As noted elsewhere, except to the extent that the Bonds will be payable from the proceeds of insurance, sale or condemnation awards, the Bonds will be payable solely from payments or prepayments to be made by the Borrower under the Loan Agreement and the Obligated Group under Obligation No. 2. The ability of the Borrower to make payments under the Loan Agreement and the ability of the Obligated Group, including any future Members of the Obligated Group, to make payments on Obligation No. 2 and other outstanding Parity Obligations is dependent upon the generation by the Obligated Group of revenues in the amounts necessary for the Obligated Group to pay such Obligations, as well as other operating and capital expenses.

The financial feasibility of the Facilities and payment, when due, of the Bonds is dependent on the continuing ability of the Obligated Group to maintain high levels of occupancy of the Facilities and to (i) fill those facilities that accept residents who purchase the right to live there by paying Entrance Fees, (ii) collect new Entrance Fees from residents occupying apartment units vacated by deceased residents, residents permanently transferred to assisted living or nursing care facilities operated by the Obligated Group or residents leaving such facilities for other reasons, and (iii) keep the Facilities substantially occupied by residents who can pay the full amount of the Entrance Fees and/or Monthly Service Fees (as defined in Appendix A hereto). This depends to some extent on factors outside the Obligated Group's

control, such as the residents' right to terminate their continuing care contracts with the Borrower (each a "LifeCare Contract") in accordance with the terms of the LifeCare Contracts and by general economic conditions. In particular, a depressed housing market may prevent prospective residents from selling their homes and generating cash to pay Entrance Fees. If the Facilities fail to maintain a high level of occupancy, there may be insufficient funds to pay debt service on the bonds and any other outstanding Bonds and obligations. In addition, the economic feasibility of the Project also depends on the Obligated Group's ability to remarket units becoming available when residents decease, withdraw, or are permanently transferred to a health care facility or any other facility.

Moreover, if a substantial number of independent living unit residents live beyond their anticipated life expectancies or if admissions or transfers to the health care components of the Facilities are substantially less than anticipated by the Obligated Group, or if market conditions or market changes prevent an increase in the amount of the resident Entrance Fees payable by new residents of the Facilities or the Monthly Service Fees payable by all residents, the receipt of additional resident Entrance Fees and/or Monthly Service Fees would be curtailed or limited, with a consequent impairment of the Obligated Group's revenues. Such impairment would also result if the Obligated Group is unable to remarket independent living units becoming available when residents die, withdraw, or are permanently transferred to the health care components of the Facilities.

As described in Appendix A hereto, the Obligated Group has historically made regular increases to both Entrance Fees and Monthly Service Fees to offset increasing operating costs due primarily to inflation. There can be no assurance that such increases will continue or that increases in expenses will not be greater than any such future rate increase. Also, since many of the residents may be living on fixed incomes or incomes that do not readily change in response to changes in economic conditions, there can be no assurance that any such Entrance Fee or Monthly Service Fee increases can be paid by residents or that such increases will not adversely affect the occupancy of the Facilities. It is possible that residents who unexpectedly become unable to make such payments would be allowed to remain residents, even though the costs of caring for them could have an adverse effect on the financial condition of the Obligated Group. As a charitable tax-exempt organization, the Obligated Group may be unable or unwilling to require residents who lack adequate financial resources to leave the Facilities. In the future, the Obligated Group could possibly be required to accept residents unable to pay all Entrance Fees or Monthly Service Fees or be required to provide services to a certain number of indigent persons unable to pay any fees, in order to maintain its tax-exempt status.

The Entrance Fees and Monthly Service Fees for the Facilities are described in Appendix A hereto. As set forth therein, the Obligated Group has set such fees based on, among other things, anticipated revenue needs and analysis of the market areas. If actual operating experience is substantially different from that anticipated, the revenues of the Obligated Group could be less than expenses. Should methods of payment other than Entrance Fees, including straight rental, become prevalent as the form of payment for elderly housing, the ability to charge resident Entrance Fees to potential future residents may decrease. If this should happen, the Obligated Group may be forced to alter its method of charging for elderly housing services and could encounter operational difficulties.

Sale of Homes

The number of persons who can afford payment of the substantial Entrance Fees and Monthly Service Fees may be affected by general economic conditions. It is anticipated that a substantial number of existing and potential applicants for residency in the Facilities will expect to pay the Entrance Fees

from the proceeds of the sale of a residence. Nationwide, and particularly in Florida, there previously had been a substantial reduction in residential sales volume, a reduction in residential sales prices and residential mortgage loans generally had become less available. While housing prices and sales volume in Florida have stabilized and shown recent improvement, if there is another reduction or stagnation in residential sales volume or if mortgage loans remain difficult to secure or if such loans are available only at interest rates that prospective home purchasers are unwilling to pay, or should there be any material adverse conditions in the residential housing market, such applicants might be unable to sell their homes at acceptable financial terms, and in such event may choose not to establish residence at the Facilities.

Utilization Demand

Several factors could, if implemented, affect demand for services provided at the Facilities including: (i) efforts by insurers and governmental agencies to reduce utilization of skilled nursing home and long-term care facilities by such means as preventive medicine and home health care programs; (ii) advances in scientific and medical technology; (iii) a decline in the population, a change in the age composition of the population or a decline in the economic conditions of the service areas for the Facilities; and (iv) increased or more effective competition from retirement communities and long-term care facilities now or hereafter located in the service areas of the Facilities.

Potential Refund of Entrance Fees

Under certain circumstances, the Obligated Group is obligated to refund all or a portion of a resident's Entrance Fee upon the resident's departure from the Facilities. The payment of such refunds could adversely affect the Obligated Group's ability to make payments required by the Loan Agreement, the Bonds and Obligation No. 2. For more information regarding the Obligated Group's policies and procedures regarding deposits and Entrance Fees, see Appendix A hereto under the Section "CAMPUS DESCRIPTION - LifeCare Contract - *Termination of LifeCare Contract*."

Nature of Income and Assets of the Elderly

A large percentage of the monthly income of the residents of the Facilities is expected to be fixed in amount, consisting of income derived from savings, pensions, investments and Social Security payments. If, due to inflation or otherwise, substantial increases in Monthly Service Fees are required to cover increases in operating costs and other expenses, residents may have difficulty paying or may be unable to pay increased fees. In addition, some residents may need to liquidate assets, such as by selling a home, to pay the required fees. The Obligated Group's inability to collect from residents the full amount of their payment obligations, either when due or at all, may jeopardize the ability of the Obligated Group to pay amounts due under the Loan Agreement and Obligation No. 2.

Impact of Market Turmoil, Disruption of Credit Markets and Federal Legislation

The recent economic turmoil has had and may continue to have negative repercussions upon the United States and global economies. To date, this turmoil has particularly impacted the financial sector, prompting a number of banks and other financial institutions to seek additional capital, to merge and, in some cases, to cease operations. These events collectively have led to a scarcity of credit, lack of confidence in the financial sector, volatility in the financial markets, fluctuations in interest rates, reduced economic activity, increased business failures and increased consumer and business bankruptcies.

Changes in market conditions could adversely affect investment earnings and values and could adversely affect the value of the Obligated Group's investments and those of prospective residents, as well as future investment earnings. As a result, residents of the Facilities may encounter difficulty in liquidating investments in order to raise necessary cash to pay the Monthly Service Fees.

In response to the foregoing, the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Financial Reform Act") was enacted by Congress in July 2010. The Financial Reform Act includes broad changes to the existing financial regulatory structure, including the creation of new federal agencies to identify and respond to risks to the financial stability of the United States. Additional legislation is pending or under active consideration by Congress and regulatory action is being considered by various federal agencies and the Federal Reserve Board and foreign governments, which are intended to increase the regulation of domestic and global credit markets. The effects of these legislative, regulatory and other governmental actions, including the Financial Reform Act and the Budget Control Act (defined below), upon the Obligated Group and, in particular upon its access to capital markets and its investment portfolios, cannot be predicted.

The senior housing sector has been adversely affected as a direct consequence of the disruption of the credit and financial markets. The consequences of these developments have generally included realized and unrealized investment portfolio losses, reduced investment income, limitations on access to the credit markets, difficulties in extending existing or obtaining new liquidity facilities, and increased borrowing costs. In addition, reduction of residential property values has limited seniors' ability to sell their homes to help finance relocations to senior housing.

In August 2011, President Obama signed the Budget Control Act of 2011 (the "Budget Control Act"). The Budget Control Act limits the federal government's discretionary spending caps to levels necessary to reduce expenditures by $917 billion from the current federal budget baseline for federal fiscal years 2011 and 2012. Medicare, Social Security, Medicaid and other entitlement programs were not affected by the limit on discretionary spending caps but there can be no assurance that such programs will be unaffected by any funding reductions in the future.

The Budget Control Act also created a bipartisan joint congressional committee to identify additional deficit reductions. Because the committee failed to propose a plan to cut the deficit by an additional $1.2 trillion by the November 23, 2011 deadline, the Budget Control Act requires automatic spending reductions of $1.2 trillion for fiscal years 2014 through 2021, minus any deficit reductions enacted by Congress and debt service costs. However, the percentage reduction for Medicare may not be more than 2% for a fiscal year, with a uniform percentage reduction across all Medicare programs. On September 14, 2012, the White House Office of Management and Budget released a report that provides information on how federal agencies would implement approximately $110 billion in spending reductions during fiscal year 2014. Collectively, for fiscal year 2014, such report provides that Medicare providers would see reductions of about $11 billion beginning in January, 2014, as part of a series of such automatic spending reductions absent further Congressional action.

Competition

The Facilities are located in areas where other continuing care retirement facilities and other competitive facilities exist, and may in the future be developed. The Facilities may also face additional competition in the future as a result of changing demographic conditions and the construction of new, or the renovation or expansion of existing continuing care facilities in the geographic areas served by the

Facilities. The Obligated Group will also face competition from other forms of retirement living, including condominiums, apartment buildings and facilities not specifically designed for the elderly, some of which may be designed to offer similar facilities but not necessarily similar services, at lower prices. In addition, there are few entry barriers to future competitors because competing facilities generally do not require a certificate of need approval for independent living facilities, although continuing care facilities would be required to obtain a Certificate of Authority from the Office of Insurance Regulation of the State. All of these factors combine to make the elderly housing industry volatile and subject to material change that cannot be currently predicted. For more information regarding the Obligated Group's competition, see Appendix A hereto under the Section "Competition."

Rights of Residents

The Borrower enters into LifeCare Contracts with its residents. For more information about the LifeCare Contracts, see "CAMPUS DESCRIPTION - LifeCare Contract" in Appendix A hereto. Although the LifeCare Contracts give to each resident a contractual right to use space and not any ownership rights in the Project, in the event that the Bond Trustee or the holders of the Bonds seek to enforce any of the remedies provided by the Bond Indenture upon the occurrence of a default or the Master Trustee seeks to enforce remedies under the Mortgage or the Master Indenture, it is impossible to predict the resolution that a court might make of competing claims among the Master Trustee, the Bond Trustee, the Issuer or the holders of the Bonds and a resident of the Facilities who has fully complied with all the terms and conditions of his or her LifeCare Contract.

Regulation of Residency Agreements

As described herein under "FLORIDA REGULATION OF CONTINUING CARE FACILITIES," Chapter 651 requires every continuing care facility to maintain a certificate of authority from the Office of Insurance Regulation in order to operate. The Borrower has received final certificates of authority for the existing Facilities. If the Obligated Group fails to comply with the requirements of Chapter 651, it would be subject to sanctions including the possible revocation of certificates of authority for the respective Facilities. The certificate of authority may be revoked if certain grounds exist including, among others, failure by the provider to continue to meet the requirement for the certificate of authority originally granted, on account of deficiency of assets, failure of the provider to maintain escrow accounts or funds required by Chapter 651 and failure by the provider to honor its residency agreements, like the LifeCare Contracts, with residents. Under certain circumstances the Office of Insurance Regulation may petition for an appropriate court order for rehabilitation, liquidation, conservation, reorganization, seizure or summary proceedings. If the Office of Insurance Regulation has been appointed a receiver of a continuing care facility, it may petition a court to enjoin a secured creditor of a facility from seeking to dispose of the collateral securing its debt for a period of up to 12 months.

Organized Resident Activity

The Obligated Group may, from time to time, be subject to pressure from organized groups of residents seeking, among other things, to raise the level of services or to maintain the level of Monthly Service Fees with respect to the Facilities or other charges without increase. Moreover, the Obligated Group may be subject to conflicting pressures from different groups of residents, some of whom may seek an increase in the level of services while others wish to hold down Monthly Service Fees and other charges. No assurance can be given that the Obligated Group will be able satisfactorily to meet the needs of such resident groups and that such activity would not adversely impact occupancy.

Management; Staffing

Future revenues and expenses of the Obligated Group are subject to, among other things, the capability of management of the Obligated Group and may be affected by changes in key management personnel.

The health care industry continues to suffer from a shortage of skilled and unskilled nursing personnel that has forced nursing wage scales to increase. The Obligated Group's management believes that it will be able to retain current personnel and hire any additional required staff, but the presence of other health care providers may make it difficult over time to attract and retain skilled personnel. If the Obligated Group is forced to employ temporary staff through employment agencies, its employment costs will be substantially increased.

Increases of Medical Costs

The cost of providing health care services may increase due to many reasons, including increases in salaries paid to nurses and other health care personnel and due to shortages in such personnel that many require the use of employment agencies.

Labor Union Activity

Certain residential care facilities are being subjected to increasing union organizational efforts. Employees of the Obligated Group are not presently subject to any collective bargaining agreements. There can be no assurance, however, that such employees will not seek to establish collective bargaining agreements with the Obligated Group, and if so established, such collective bargaining agreements could result in significantly increased labor costs to the Obligated Group and have an adverse effect on the financial condition of the Obligated Group.

Natural Disasters

Florida has suffered from natural disasters over the years, including hurricanes. While the Obligated Group believes that it maintains adequate insurance to cover any loss arising from such natural disasters, there can be no assurance that in severe circumstances such insurance will be adequate to rebuild such Facilities. Additionally, there can be no assurance that after experiences with natural disasters, residents will continue to choose to live in such areas of the country. Such decisions could have an adverse impact on the financial success of the Obligated Group.

Malpractice Claims and Losses

The Obligated Group has covenanted in the Master Indenture to maintain professional liability insurance. The operations of the Obligated Group may be affected by increases in the incidence of malpractice lawsuits against elder care facilities and care providers in general and by increases in the dollar amount of client damage recoveries. These may result in increased insurance premiums and an increased difficulty in obtaining malpractice insurance. It is not possible at this time to determine either the extent to which malpractice coverage will continue to be available to the Obligated Group or the premiums at which such coverage can be obtained.

Additions to and Withdrawals from the Obligated Group

Upon satisfaction of certain conditions in the Master Indenture, other entities can become Members of the Obligated Group and existing Members may withdraw from the Obligated Group; provided that the Master Indenture prohibits the Borrower from withdrawing from the Obligated Group. See also "Master Indenture" in Appendix C hereto. Management of the Obligated Group currently has no plans to add additional Members to the Obligated Group. However, if and when new Members are added or one or more Members withdraw, the Obligated Group's financial situation and operations will likely be altered.

Third-Party Payments and Managed Care

In the environment of increasing managed care, the Obligated Group can expect additional challenges in maintaining its resident population and attendant revenues. Third-party payors, such as health maintenance organizations, direct their subscribers to providers who have agreed to accept discounted rates or reduced per diem charges. Continuing care retirement communities are less sensitive to this directed utilization than stand-alone skilled nursing facilities; however, the risk may increase and the Obligated Group may be required to accept residents under such conditions should managed care cost reduction measures now pervasive in the health care industry continue to grow.

Federal and State Health Care Laws and Regulations; Medicare and Medicaid

The Obligated Group's independent living units are not currently subject to significant federal governmental regulation, other than laws and regulations applicable generally to developers and operators of residential real estate. For example, the Obligated Group must comply with the Federal Fair Housing Act and Fair Housing Amendments Act of 1988, 42 U.S.C.A. §3601 et seq., as amended, (which among other things, prohibits discrimination in housing) and the Americans with Disabilities Act of 1990, 42 U.S.C.A. §12101 et seq., as amended (which mandates the elimination of discrimination against individuals with disabilities and imposes certain standards relating to the construction and/or renovation of certain buildings and structures). Compliance with such regulatory requirements may adversely affect the Obligated Group's financial results. Failure to comply with such requirements could also result in the imposition of various fines and other remedies.

Skilled nursing facilities ("SNFs") that accept payment from Medicare and Medicaid are required to comply with federal laws that affect the rights of residents, including the Federal Nursing Home Reform Act and related regulations. In addition, state laws establish the rights and responsibilities of residents of nursing homes and assisted living facilities. Failure to comply with these laws can result in regulatory action, monetary fines, loss or restriction of licensure or certification, and other remedies. There is no certainty that compliance with the laws or regulatory actions under them will not adversely affect operation of the Facilities or the financial condition of the Obligated Group.

The health care industry in general is subject to highly technical regulation by a number of federal, state and local governmental agencies, including the Centers for Medicare and Medicaid Services. As a result, the industry is sensitive to legislative changes in such programs and is affected by reductions in governmental spending for such programs. Congress has in the past enacted a number of provisions that affect health care providers and additional legislative changes can be expected. Previous legislative actions have included limitation of payments to nursing homes under the Medicare program. Additional

legislation dealing with nursing home revenues could be introduced that, if enacted, might have an adverse impact upon the revenues of the Facility.

There is an expanding and increasingly complex body of law, regulation and policy (both federal and state) relating to the Medicaid and Medicare programs, which is not directly related to payments under such programs. This includes reporting and other technical rules as well as broadly stated prohibitions regarding improper inducements for referrals, referrals by physicians for designated health services to entities with which the physicians have a prohibited financial relationship, and payment of kickbacks in connection with the purchase of goods and services. Violations of prohibitions against false claims, improper inducements and payments, prohibited physician referrals, and illegal kickbacks may result in civil and/or criminal sanctions and penalties. Civil penalties range from monetary fines that may be levied on a per-violation basis to temporary or permanent exclusion from the Medicaid and Medicare programs. The determination that any of the facilities of the Obligated Group were in violation of these laws could have a material adverse effect on finances of the Obligated Group.

At this time, all the SNF beds are certified for Medicare and Medicaid. For the Fiscal Year ended December 31, 2013, approximately 13% of Obligated the Group's annual operating revenues were derived from Medicare and 7% from Medicaid. See also "CAMPUS DESCRIPTION - Sources of Resident Service Revenue" in Appendix A hereto.

General. Medicare is a federal insurance program that, among other things, provides reimbursement for nursing facility care in Medicare-certified facilities. Generally, a resident will qualify for Medicare reimbursement only if the resident's admission to the nursing home facility is immediately subsequent to the resident's three or more day stay at an acute care facility. Medicare reimbursement for nursing care is limited to a renewable 100-day period for each qualified resident. Medicare currently reimburses providers of nursing care for the lower of customary charges or allowable costs. Payments are made directly to the Obligated Group for residents qualifying for Medicare on the basis of per diem rates based on resident acuity as well as each facility's allowable costs for the cost reporting period that began in fiscal year 1995, updated by a factor based on the skilled nursing facility market basket percentage (except in the case of certain facilities in states having a Prospective Payment System demonstration project), but without adjustment for case mix or wage levels.

Other future legislation, regulation or actions by the federal government are expected to continue the trend toward more limitations on reimbursement for long term care services. At present, no determination can be made concerning whether or in what form such legislation could be introduced and enacted into law. Similarly, the impact of future cost control programs and future regulations upon the Obligated Group's financial performance cannot be determined at this time. The current congressional discussions regarding decreasing the federal budget in connection with raising the federal debt may result in lowering Medicare payments to providers such as the Obligated Group.

Medicare Reimbursement. Medicare reimbursement to SNFs depends on several factors, including the character of the facility, the beneficiary's circumstances, and the type of items and services provided. Extended care services furnished by SNFs are covered only if the patient spent at least three consecutive days as a hospital inpatient prior to admission to the SNF and if the patient was admitted to the SNF within 30 days of discharge from a qualifying hospital stay. Medicare Part A covers nursing services furnished by or under the supervision of a registered professional nurse, as well as physical, occupational, and speech therapy provided by the SNF. "Ancillary" services furnished to the non-Medicare Part A SNF patients are also covered under Medicare Part B. SNF services for Medicare Part A

inpatient stays are reimbursed for up to 100 days for each spell of illness. Medicare payments are subject to coinsurance and deductibles from the patient.

Payments of Medicare patients in SNFs are now based on a Prospective Payment System ("PPS"). Under the PPS, SNFs are paid a single per diem rate per resident according to the Resource Utilization Group ("RUG") to which the patient is assigned. RUG rates are based on the expected resource needs of patients and cover routine services, therapy services, and nursing costs. SNF PPS payment rates are adjusted annually based on the skilled nursing facility "market basket" index, or the cost of providing SNF services. There is no guarantee that the SNF rates, as they may change from time to time, will cover the actual costs of providing care to Medicare SNF patients. In March 2010, the Medicare Payment Advisory Commission recommended eliminating the market based update for skilled nursing facilities. In addition, certain health care reform statutes enacted by Congress (the "Health Care Reform Statutes") contain changes to Medicare reimbursement that may negatively impact the Medicare reimbursement levels for the Obligated Group. Commencing in 2014, the market basket adjustment is reduced by a productivity adjustment, which may result in payments lower than previous years.

The Health Care Reform Statutes also required the Secretary of the United States Department of Health and Human Services ("DHHS") to develop a "value based" purchasing program (based on performance and quality measures and other factors) for skilled nursing facilities. DHHS is required to publish the measures selected with respect to fiscal year 2014, including procedures for the public to review such data. This will eventually result in a mandatory requirement for nursing homes reporting on key performance and other quality performance measures and the development of a pay for performance program for SNFs which will impact reimbursement to skilled nursing facilities. Compliance with the performance and other quality performance measures will be essential for full reimbursement under the Medicare Program. In 2014, the Health Care Reform Statutes require that the annual update to the standard federal rate for discharges during the rate year will be reduced by two percentage points for each facility that does not report quality data. The Secretary is also required to study the impact of expanding Medicare's health care acquired conditions reduced payment policy to skilled nursing facilities. Because the Health Care Reform Statutes are relatively new, the full impact of these provisions is unknown and subsequent laws, regulation and guidance impacting Medicare policy and reimbursement may provide additional changes which may adversely impact skilled nursing homes.

Medicare has also increased its efforts to recover overpayments. The Centers for Medicare & Medicaid Services ("CMS") is expanding its use of Recovery Audit Contractors ("RACs") to further assure accurate payments to providers. RACs search for potentially improper Medicare payments from prior years that may have been detected through CMS existing program integrity efforts. RACs use their own software and review processes to determine areas for review. Once a RAC identifies a potentially improper claim as a result of an audit, it applies an assessment to the provider's Medicare reimbursement in an amount estimated to equal the overpayment from the provider pending resolution of the audit. In 2007, during which time the RAC project was limited to five states including Florida it returned approximately $247 million to the Medicare program. The permanent RAC program has been implemented in all 50 states. Such audits may result in reduced reimbursement for past alleged overpayments and may slow future Medicare payments to providers pending resolution of appeals process with RACs, as well as increase purported Medicare overpayments and associated costs for the Obligated Group.

Other future legislation, regulation or actions by the federal government are expected to continue to trend toward more restrictive limitations on reimbursement for the long term care services. At present,

no determination can be made concerning whether, or in what form, such legislation could be introduced and enacted into law. Similarly, the impact of future cost control programs and future regulations upon the financial performance of the Obligated Group cannot be determined at this time.

Medicare Reporting Requirements. Medicare regulations provide that all entities furnishing services for which payment may be made under Medicare are required to submit certain information to CMS. Persons who fail to submit the required information or who fail to report the information accurately and completely are subject to civil or criminal money penalties. As these requirements are numerous, technical and complex, there can be no assurance that one or more Members of the Obligated Group may not incur such penalties in the future. These penalties could have a material adverse effect on the Obligated Groups revenues and/or its ability to operate.

Government Health Program Regulations Governing Fraud and Abuse and Certain Referrals. Federal and state health care fraud and abuse laws generally regulate services furnished to beneficiaries of federal and state (including Medicare) and private health insurance plans, and they impose penalties for improper billing and other abuses. Under these laws, health care providers may be punished for billing for services that were not provided, not medically necessary, provided by an improper person, accompanied by an illegal inducement to use or not use another service or product, or billed in a manner that does not comply with applicable government requirements. Violations of these laws are punishable by a range of criminal, civil and administrative sanctions. If the Obligated Group violates one of the fraud and abuse laws, among other possible sanctions, federal or state authorities could recover amounts paid, exclude the Obligated Group from participation in the Medicare program, impose civil monetary penalties, and suspend Medicare payments. The federal government (and individuals acting on its behalf) have brought many investigations, prosecutions and civil enforcement actions under the fraud and abuse laws in recent years. In some cases, the scope of the fraud and abuse laws are so broad that they may result in liability for business transactions that are traditional or commonplace in the health care industry.

There is an increasingly expanding and complex body of state and federal law, regulation and policy relating to relationships between providers of health care services to patients and potential referral sources such as, but not limited to, physicians. The federal and state illegal remuneration statutes and anti-kickback statutes applicable to Medicare, Medicaid, and all federal and state health care programs ("Government Programs") prohibits the offer, payment, solicitation, or receipt of any remuneration, directly or indirectly, covertly or overtly, in cash or in kind, for (1) the referral of patients, or arranging for the referral of patients, for the provision of items or services for which payment may be made under the Government Programs; or (2) the purchase, lease or order, or arranging for the purchase, lease or order, of any good, facility, service or item for which payment may be made under the Government Programs. A violation of the illegal remuneration statute constitutes a felony criminal offense, and applicable sanctions include imprisonment of up to five years, fines up to $25,000 and exclusion from the Medicare program.

The federal civil False Claims Act ("Civil FCA") prohibits anyone from knowingly submitting a false, fictitious or fraudulent claim to the federal government. Violation of the Civil FCA can result in civil money penalties and fines, including treble damages. Private individuals may initiate actions on behalf of the federal government in lawsuits called qui tam actions. The plaintiffs, or "whistleblowers," can recover significant amounts from the damages awarded to the government. In several cases, Civil FCA violations have been alleged solely on the existence of alleged kickback arrangements or violations of Section 1877 of the Social Security Act (commonly known as the "Stark Law"), even in the absence of

evidence that false claims had been submitted as a result of those arrangements. The Patient Protection and Affordable Care Act ("PPACA") creates Civil FCA liability for knowingly failing to report and return an overpayment within a specified time. The federal criminal False Claims Act ("Criminal FCA") prohibits the knowing and willful making of a false statement or misrepresentation of a material fact in submitting a claim to the government. Sanctions for violation of the Criminal FCA include imprisonment, fines, and exclusions.

The Civil Monetary Penalties Law in part authorizes the government to impose money penalties against individuals and entities committing a variety of acts. For example, penalties may be imposed for the knowing presentation of claims that are (i) incorrectly coded for payment, (ii) for services that are known to be medically unnecessary, (iii) for services furnished by an excluded party, or (iv) otherwise false. An entity that offers remuneration to an individual that the entity knows is likely to induce the individual to receive care from a particular provider may also be fined. Moreover, the Obligated Group may not knowingly make a payment, directly or indirectly, to a physician as an inducement to reduce or limit services to Medicare or Medicaid patients under the physician's direct care. PPACA amended the Civil Monetary Penalties Law to authorize civil monetary penalties for a number of additional activities, including (i) knowingly making or using a false record or statement material to a false or fraudulent claim for payment; (ii) failing to grant the Office of Inspector General timely access for audits, investigations or evaluations; and (iii) failing to report and return a known overpayment within statutory time limits. Violations of the Civil Monetary Penalties Law can result in substantial civil money penalties plus three times the amount claimed.

In addition to the anti-kickback and illegal remuneration statutes, the Stark Law imposes certain restrictions upon referring physicians and providers of certain designated health services, including long term care services, under the Medicare and Medicaid programs. Subject to certain exceptions, the Stark Law provides that if a physician (or a family member of a physician) has a financial relationship with an entity (i) the physician may not make a referral to the entity for the furnishing of designated health services reimbursable under the Medicare and Medicaid programs, and (ii) the entity may not bill for designated health services furnished pursuant to a prohibited referral. Entities and physicians committing an act in violation of the Stark Law are subject to civil money penalties and exclusion from the Medicare and Medicaid programs. Mandated by PPACA, the recently published Medicare self-referral disclosure protocol ("SRDP") is intended to allow providers to self-disclose actual or potential violations of the Stark Law. PPACA provides for discretion to reduce penalties for providers submitting an SRDP. As a result of the scarcity of case law interpreting the Stark Law, there can be no assurance that the Obligated Group will not be found in violation of the Stark Law or that self-disclosure of a potential violation would result in reduced penalties for the Obligated Group.

Sanctions could be applied in many situations where skilled nursing facilities participate in joint ventures with entities that may be in a position to make referrals or to which skilled nursing facilities may be in a position to make referrals, enter into personal service and management contracts, enter into space and equipment rental agreements, waive co-payments and deductibles, etc. Such sanctions could result in a material adverse effect on the financial position of the Obligated Group, exclusion from Government Programs, loss of license or disciplinary action by licensing agencies, and/or substantial civil monetary penalties.

Management of the Obligated Group does not believe that it is involved in activities that pose a significant risk of sanctions under these referral laws. However, there can be no assurance that such challenge or investigation will not occur in the future.

Audits. Most health care providers are audited for compliance with the requirements for participation in the Medicare program. If audits discover alleged overpayments, the Obligated Group could be required to pay a substantial rebate of prior payments. The federal government contracts with third-party RACs, on a contingent fee basis, to audit the propriety of payments to Medicare providers. The centers for Medicare and Medicaid Services recently passed rules resulting in several more types of Medicare and or Medicaid audits. Medicare zone program integrity contractors ("ZPICs") transitioned from the program safeguard contractor ("PSC") program, target potential fraud and abuse and are tasked with ensuring the integrity of all Medicare-related claims per assigned jurisdiction. PSCs, ZPICs, affiliated contractors ("ACs"), and Medicare administrative contractors ("MACs") must ensure that they pay the right amount for covered and correctly coded services rendered to eligible beneficiaries by legitimate providers. Four parallel strategies are employed in meeting this goal: (i) preventing fraud through effective enrollment and through education of providers and beneficiaries, (ii) early detection through, for example, medical review and data analysis, (iii) close coordination with partners, including PSCs, ZPICs, ACs, MACs, and law enforcement agencies, and (iv) fair and firm enforcement policies. The Obligated Group has not received claims or been a party to settlement negotiations outside of the routine audit processes. Nevertheless, ultimate liability could exceed reserves, and any excess could be substantial. Medicare regulations also provide for withholding payment in certain circumstances, which could adversely affect the Obligated Group's cash flow.

Health Care Reform

Recently passed health care reform law at the federal level would impose certain expanded contracting requirements on long-term care facilities regarding coordination of care with hospitals and hospital systems going forward. In addition, legislation is periodically introduced in Congress and in the Florida legislature that could result in limitations on revenues, reimbursements, or charges for health care facilities. At this time, no determination can be made as to whether such federal or state legislation will be enacted or, if enacted, its impact on the Facilities.

The "Patient Protection and Affordable Care Act" and "The Health Care and Education Affordability Reconciliation Act of 2010" (together referred to herein as the "Health Reform Act") were enacted in March 2010, but soon after became the subject of court challenges and efforts to repeal or modify its substantive provisions. On June 28, 2012, the U.S. Supreme Court upheld most of the provisions of the Health Reform Act, but rejected a requirement that states significantly expand Medicaid eligibility. Instead, each state must determine whether federal financial incentives included in the Health Reform Act merit expanding its Medicaid program. To date, Florida has not expanded its program.

Some of the provisions of the Health Reform Act took effect immediately while others will take effect over a 10-year period. Because of the complexity of the Health Reform Act generally additional legislation modifying or repealing portions of the Act is likely to be considered and enacted over time. New guidelines and regulations related to the Health Reform Act will also likely be enacted. It is impossible to predict what, if any, such new guidelines and regulations will entail or how they may affect the Obligated Group, its operations or its financial condition.

The Health Reform Act provides changes with respect to how consumers will pay for their own and their families' health care and how employers will procure health insurance for their employees. In addition, the Health Reform Act requires insurers to change certain underwriting practices and benefit structures in order to cover individuals who previously would have been ineligible for health insurance

coverage. As a result, there is expected to be a significant increase in the number of individuals eligible for health insurance coverage.

The overall stated goal of the Health Reform Act is to provide access to health insurance coverage to an additional 32 million people. The legislation intends to accomplish this objective through various provisions, including: (i) creating active markets (referred to as exchanges) in which individuals and small employers can purchase health insurance for themselves and their families or their employees and dependents, (ii) providing subsidies for premium costs to individuals and families based upon their income relative to the federal poverty levels, (iii) mandating that individuals obtain, and certain employers provide, a minimum level of health insurance, and providing penalties or taxes on individuals and employers that do not comply with these mandates, (iv) expansion of private commercial insurance coverage generally through reforms such as prohibitions on denials of coverage for pre-existing conditions and elimination of lifetime or annual cost caps, and (v) expanding existing public programs, including Medicaid, for individuals and families. Prior to the Supreme Court decision, the Congressional Budget Office ("CBO") estimated that in federal fiscal year 2015, 19 million consumers who were currently uninsured would become insured, followed by an additional 11 million consumers in federal fiscal year 2016. Because some states may choose not to implement expanded Medicaid eligibility, that estimate may decrease. However, to the extent the provisions of the Health Reform Act substantially increase the number of insured consumers, an increase in utilization of health care services by those who are currently avoiding or rationing their health care can be expected and bad debt expenses may be reduced. Associated with increased utilization will be increased variable and fixed costs of providing health care services, which may or may not be offset by increased revenues.

Some of the specific provisions of the Health Reform Act that may affect the Obligated Group's operations, financial performance or financial condition include the following (this listing is not, is not intended to be, nor should be considered to be comprehensive):

- With varying effective dates, the annual Medicare market basket updates for many providers, including skilled nursing, would be reduced, and adjustments to payment for expected productivity gains would be implemented.

- With varying effective dates, the Health Reform Act mandates a reduction of waste, fraud and abuse in public programs by allowing provider enrollment screening, enhanced oversight periods for new providers and suppliers, and enrollment moratoria in areas identified as being at elevated risk of fraud in all public programs, and by requiring Medicare and Medicaid program providers and suppliers to establish compliance programs. The legislation requires the development of a database to capture and share health care provider data across federal health care programs and also provides for increased penalties for fraud and abuse violations, and increased funding for anti-fraud activities.

- An Independent Payment Advisory Board is to be established to develop proposals commencing in 2015 to improve the quality of care and limit the growth of spending on the Medicare program. Those proposals would be automatically implemented if Congress does not act to invalidate them.

The Health Reform Act provides for the implementation of various demonstration programs and pilot projects to test, evaluate, encourage and expand new payment structures and methodologies to reduce health care expenditures while maintaining or improving quality of care, including bundled

payments under Medicare and Medicaid, and comparative effectiveness research programs that compare the clinical effectiveness of medical treatments and develop recommendations concerning practice guidelines and coverage determinations. Other provisions encourage the creation of new health care delivery programs, such as accountable care organizations, or combinations of provider organizations, that voluntarily meet quality thresholds to share in the cost savings they achieve for the Medicare program. The Health Reform Act also provides funding for establishment of a national electronic health records system. The outcomes of these projects and programs, including their effect on payments to providers and financial performance, cannot be predicted.

In addition, many states have enacted or are considering enacting, measures that are designed to reduce their Medicaid expenditures and change private health care insurance. States have adopted or are considering adopting legislation designed to reduce coverage and program eligibility, enroll Medicaid recipients in managed care programs and/or impose additional taxes on hospitals to help finance or expand states' Medicaid systems.

The Health Reform Act also includes The Elder Justice Act which provides funding for adult protective services aimed at elder abuse prevention and enhanced investigation of elder abuse and neglect. It became effective on March 23, 2010. The Elder Justice Act requires prompt reporting to the Department of Health and Human Services ("DHHS") by long term care facilities who receive at least $10,000 per year in federal funds of any reasonable suspicion of a crime, as defined by local law, occurring at the long term care facility. This includes Medicare/Medicaid fraud and abuse. Reports are required to be made not later than two hours after forming the suspicion when serious physical injury occurs, and not later than 24 hours after forming suspicion where serious bodily injury was not involved. "Serious bodily injury" is not defined by the Elder Justice Act. Failure to report is subject to penalties up to $200,000 plus potential exclusion from federal programs. Stricter penalties apply if delay led to further injury.

The Health Reform Act also includes the Patient Safety and Abuse Prevention Act which authorizes DHHS to create a national program to identify best practices for background checks on long term care facility employees who have direct access to patients. The Patient Safety and Abuse Prevention Act creates grants for states that wish to participate in the creation of a nationwide program.

This focus on health care reform may increase the likelihood of significant changes affecting the health care industry. Possible future changes in the Medicare, Medicaid and other state programs, including Medicaid supplemental payments pursuant to upper payment limit programs, may reduce reimbursements to the members of the Obligated Group and may also increase their operating expenses.

Possible Future Adverse Legislative Proposals

Legislative proposals which could have an adverse effect on the Obligated Group include: (a) any changes in the taxation of non-profit corporations or in the scope of their exemption from income or property taxes; (b) limitations on the amount or availability of tax exempt financing for corporations recognized under Section 501(c)(3) of the Code; (c) regulatory limitations affecting the Obligated Group's ability to undertake capital projects or develop new services; and (d) a requirement that non-profit health care institutions pay real estate property tax and sales tax on the same basis as for-profit entities.

The discussion above (or as otherwise discussed herein) is not an exhaustive study of the laws and regulations which may apply to the Obligated Group and its operations. Other laws and regulations

not set forth herein (or elsewhere herein) may also apply to the Obligated Group and its operations and may have an adverse impact thereon.

Future Health Care and Regulatory Risks

The Health Center and upon completion, the Woodlands, are and will continue to be subject to certain governmental regulations. Participants in the health care industry are subject to significant regulatory requirements of federal, state and local governmental agencies and independent professional organizations and accrediting bodies, technological advances and changes in treatment modes, various competitive factors and changes in third party reimbursement programs. In addition, the operations of the health care industry have been subject to increasing scrutiny by federal, state and local governmental agencies. In response to perceived abuses and actual violations of the terms of existing federal, state and local health care payment programs, such agencies have increased their audit and enforcement activities, and federal and state legislation has been considered or enacted, providing for civil and criminal penalties against certain activities.

Bills proposing to regulate or control, in some manner, health care costs and revenues and a number of proposals for a national health insurance program are regularly submitted to Congress. There are wide variations among these proposals and the effect on the health care industry and the Obligated Group cannot be determined. There can be no assurance that the implementation of any such bill or proposal or any future bill or proposal, or the implementation by the federal or state administrative bodies of cost containment or revenue control programs, would not adversely affect the revenues of the Facilities, and thus the revenues of the Obligated Group.

Liquidation of Security May Not be Sufficient in the Event of a Default

The Bond Trustee and the Issuer must look solely to the Gross Revenues, the Mortgaged Property and any funds held under the Bond Indenture and the Master Indenture to pay and satisfy the Bonds in accordance with their terms. The owners of the Bonds are dependent upon the success of the Obligated Group's Facilities and the value of the assets of the Obligated Group for the payment of the principal of, redemption price, if any and interest on, the Bonds. The Obligated Group has not made any representations to owners of the Bonds regarding the current market value of its Facilities. In the event of a default, the value of the Mortgaged Property may be less than the amount of the outstanding Bonds, since the Obligated Group's Facilities exist for the narrow use as a CCRC. The special design features of a CCRC and the continuing rights of residents under continuing care and lease agreements may make it difficult to convert the Facilities to other uses, which may have the effect of reducing their attractiveness to potential purchasers.

Availability of Remedies

The remedies available to the Bond Trustee, the Master Trustee and the owners of the Bonds upon an event of default under the Bond Indenture and the Master Indenture are in many respects dependent upon judicial actions that are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including, specifically, the United States Bankruptcy Code, the remedies provided in the Bond Indenture and the Master Indenture may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by

limitations imposed by general principals of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and laws relating to fraudulent conveyances.

Bankruptcy

If one or more Members of the Obligated Group were to file a petition for relief under the United States Bankruptcy Code, its revenues and certain of its accounts receivable and other property acquired after the filing (and under certain conditions some or all thereof acquired within 120 days prior to the filing) would not be subject to the security interests created under the Master Indenture. The filing would operate as an automatic stay of the commencement or continuation of any judicial or other proceeding against such Member or Members of the Obligated Group and its property and as an automatic stay of any act or proceeding to enforce a lien upon its property. If the bankruptcy court so ordered, the property, including accounts receivable and proceeds thereof, of such Member or Members could be used for the benefit of the Obligated Group despite the security interest of the Master Trustee therein, provided that."adequate protection" is given to the lienholder.

In a bankruptcy proceeding, the petitioner could file a plan for the adjustment of its debts which modifies the rights of creditors generally, or any class of creditors, secured or unsecured. The plan, when confirmed by the court, binds all creditors who had notice or knowledge of the plan and discharges all claims against the debtor provided for in the plan. No plan may be confirmed unless, among other conditions, the plan is in the best interests of creditors, is feasible and has been accepted by each class of claims impaired thereunder. Each class of claims has accepted the plan if at least two-thirds in dollar amount and more than one-half in number of the allowed claims of the class that are voted with respect to the plan are cast in its favor. Even if the plan is not so accepted, it may be confirmed if the court finds that the plan is fair and equitable with respect to each class of non-accepting creditors impaired thereunder and does not discriminate unfairly in favor of junior creditors. Certain judicial decisions have cast doubt upon the right of a trustee, in the event of a health care facility's bankruptcy, to collect and retain for the benefit of bondholders portions of revenues consisting of Medicare and other governmental receivables.

On April 20, 2005, the Healthcare Bankruptcy Bill was enacted (the "Healthcare Bankruptcy Act"). The stated goal of the Healthcare Bankruptcy Act was to encourage health care companies to consider the patients' rights and interests when administering their bankruptcy cases related to (1) disposal of patient records, (2) transferring patients to new facilities, (3) appointment of a patient ombudsman, and (4) exclusions of a debtor from Medicare and other federal health care programs.

In the event of bankruptcy of one or more Members of the Obligated Group, there is no assurance that certain covenants, including tax covenants, contained in the Bond Indenture, the Loan Agreement, the Master Indenture and certain other documents would survive. Accordingly, the Obligated Group, as debtor in possession, or a bankruptcy trustee could take action that would adversely affect the exclusion of interest on the Bonds from gross income of the Owners for federal income tax purposes.

Additional Indebtedness

The Master Indenture permits the Obligated Group to incur Additional Indebtedness which may be secured *pari passu* with Obligation No. 2 and the Parity Obligations. Any such Additional Indebtedness would be entitled to share ratably with the holders of Obligation No. 2 and the holders of Parity Obligations in any moneys realized from the exercise of remedies in the event of a default under

the Master Indenture. The issuance of such Additional Indebtedness could reduce the Historical Debt Service Coverage Ratio and could impair the ability of the Obligated Group to maintain its compliance with certain covenants described in the Master Indenture in Appendix C hereto. There is no assurance that, despite compliance with the conditions upon which such Additional Indebtedness may be incurred at the time such debt is created, the ability of the Obligated Group to make the necessary payments to repay Obligation No. 2 and the Parity Obligations may not be materially adversely affected upon the incurrence of Additional Indebtedness.

Certain Matters Relating to Enforceability of the Master Indenture

The obligations of the Borrower and any future Member of the Obligated Group under Obligation No. 2 will be limited to the same extent as the obligations of debtors typically are affected by bankruptcy, insolvency and the application of general principles of creditors' rights and as additionally described below.

The accounts of the Borrower and any future Member of the Obligated Group will be combined for financial reporting purposes and will be used in determining whether various covenants and tests contained in the Master Indenture (including tests relating to the incurrence of Additional Indebtedness) are met, notwithstanding the uncertainties as to the enforceability of certain obligations of the Obligated Group contained in the Master Indenture which bear on the availability of the assets and revenues of the Obligated Group to pay debt service on Obligations, including Obligation No. 2 pledged under the related Bond Indenture as security for the related series of Bonds. The obligations described herein of the Obligated Group to make payments of debt service on Obligations issued under the Master Indenture (including transfers in connection with voluntary dissolution or liquidation) may not be enforceable to the extent (1) enforceability may be limited by applicable bankruptcy, moratorium, reorganization or similar laws affecting the enforcement of creditors' rights and by general equitable principles and (2) such payments (i) are requested with respect to payments on any Obligations issued by a member other than the member from which such payment is requested, issued for a purpose which is not consistent with the charitable purposes of the Member of the Obligated Group from which such payment is requested or issued for the benefit of a Member of the Obligated Group which is not a Tax-Exempt Organization; (ii) are requested to be made from any moneys or assets which are donor-restricted or which are subject to a direct or express trust which does not permit the use of such moneys or assets for such a payment; (iii) would result in the cessation or discontinuation of any material portion of the health care or related services previously provided by the Member of the Obligated Group from which such payment is requested; or (iv) are requested to be made pursuant to any loan violating applicable usury laws. The extent to which the assets of any future Member of the Obligated Group may fall within the categories (ii) and (iii) above with respect to the Obligations cannot now be determined. The amount of such assets which could fall within such categories could be substantial.

A Member of the Obligated Group may not be required to make any payment on any Obligation, or portion thereof, the proceeds of which were not loaned or otherwise disbursed to such Member of the Obligated Group to the extent that such payment would render such Member of the Obligated Group insolvent or which would conflict with or not be permitted by or which is subject to recovery for the benefit of other creditors of such Member of the Obligated Group under applicable laws. There is no clear precedent in the law as to whether such payments from a Member of the Obligated Group in order to pay debt service on Obligation No. 2 may be voided by a trustee in bankruptcy in the event of bankruptcy of a Member of the Obligated Group, or by third-party creditors in an action brought pursuant to Florida fraudulent conveyance statutes. Under the United States Bankruptcy Code, a trustee

in bankruptcy and, under Florida fraudulent conveyance statutes and common law, a creditor of a related guarantor, may avoid any obligation incurred by a related guarantor if, among other bases therefor, (1) the guarantor has not received fair consideration or reasonably equivalent value in exchange for the guaranty and (2) the guaranty renders the guarantor insolvent, as defined in the United States Bankruptcy Code or Florida fraudulent conveyance statutes, or the guarantor is undercapitalized.

Application by courts of the tests of "insolvency," "reasonably equivalent value" and "fair consideration" has resulted in a conflicting body of case law. It is possible that, in an action to force a Member of the Obligated Group to pay debt service on an Obligation for which it was not the direct beneficiary, a court might not enforce such a payment in the event it is determined that such member is analogous to a guarantor of the debt of the Obligated Group who directly benefited from the borrowing and that sufficient consideration for such member's guaranty was not received and that the incurrence of such Obligation has rendered or will render the such member insolvent.

Limitations on Security Interest in Gross Revenues

The effectiveness of the security interest in the Obligated Group's Gross Revenues granted in the Master Indenture may be limited by a number of factors, including: (i) present or future prohibitions against assignment contained in any applicable statutes or regulations; (ii) certain judicial decisions which cast doubt upon the right of the Master Trustee, in the event of the bankruptcy of any Member of the Obligated Group, to collect and retain accounts receivable from Medicare, Medicaid, general assistance and other governmental programs; (iii) commingling of the proceeds of Gross Revenues with other moneys of a Member of the Obligated Group not subject to the security interest in Gross Revenues; (iv) statutory liens; (v) rights arising in favor of the United States of America or any agency thereof; (vi) constructive trusts, equitable or other rights impressed or conferred by a federal or state court in the exercise of its equitable jurisdiction; (vii) federal bankruptcy laws which may affect the enforceability of the mortgage or the security interest in the Gross Revenues of the Obligated Group which are earned by the Obligated Group within 90 days preceding or, in certain circumstances with respect to related corporations, within one year preceding and after any effectual institution of bankruptcy proceedings by or against a Member of the Obligated Group; (viii) rights of third parties in Gross Revenues converted to cash and not in the possession of the Master Trustee; and (ix) claims that might arise if appropriate financing or continuation statements are not filed in accordance with the Florida Uniform Commercial Code as from time to time in effect.

The Master Indenture provides that if an Event of Default shall have occurred and be continuing, the Master Trustee may request that each Member of the Obligated Group deliver all Gross Revenues to it; *provided,* that if the Holders of a majority in aggregate principal amount of Obligations then Outstanding request that each Member of the Obligated Group deliver all Gross Revenues to the Master Trustee, the Master Trustee shall make such demand.

It is unclear whether the covenant to deposit the proceeds of Gross Revenues with the Master Trustee is enforceable. In light of the foregoing and of questions as to limitations on the effectiveness of the security interest granted in such Gross Revenues, as described above, no opinion will be expressed by counsel to the Obligated Group as to enforceability of such covenant with respect to the required deposits.

Environmental Matters

Health care providers are subject to a wide variety of federal, state and local environmental and occupational health and safety laws and regulations which address, among other things, health care operations, facilities and properties owned or operated by health care providers. Among the type of regulatory requirements faced by health care providers are (a) air and water quality control requirements, (b) waste management requirements, including medical waste disposal, (c) specific regulatory requirements applicable to asbestos, polychlorinated biphenyls and radioactive substances, (d) requirements for providing notice to employees and members of the public about hazardous materials handled by or located at the clinics, (e) requirements for training employees in the proper handling and management of hazardous materials and wastes, and (f) other requirements.

In its role as the owner and operator of properties or facilities, the Obligated Group may be subject to liability for investigating and remedying any hazardous substances that may have migrated off of its property. Typical health care operations include, but are not limited to, in various combinations, the handling, use, storage, transportation, disposal and discharge of hazardous, infectious, toxic, radioactive, flammable and other hazardous materials, wastes, pollutants or contaminants. As such, health care operations are particularly susceptible to the practical, financial and legal risks associated with compliance with such laws and regulations. Such risks may (a) result in damage to individuals, property or the environment, (b) interrupt operations and increase their cost, (c) result in legal liability, damages, injunctions or fines, and (d) result in investigations, administrative proceedings, penalties or other governmental agency actions. There is no assurance that the Obligated Group will not encounter such risks in the future, and such risks may result in material adverse consequences to the operations or financial condition of the Obligated Group.

In December 2010, the Obligated Group secured a Phase I Environmental Assessment (the "2010 Phase I") of the then current John Knox Village Complex located at 651 South West 6th Street, Pompano Beach, Florida, by Pfahler Environmental Services, Inc. ("PES"). In the 2010 Phase I, PES concluded that its investigation revealed no evidence of recognized environmental conditions on the property that warranted further assessment and or evaluation. However, since then the Obligated Group has acquired more property and the Obligated Group has not secured a Phase I Environmental Assessment in connection with the issuance of the Bonds. Management of the Obligated Group is not aware of any pending or threatened claim, investigation or enforcement action regarding such environmental issues which, if determined adversely to the Obligated Group, would have a material adverse effect on its operations or financial condition.

Uncertainty of Investment Income

A portion of the Obligated Group's revenues available to pay debt services is expected to come from investment income and net realized gains on the investment of available funds. The amount of such interest earnings and gains will fluctuate with changes in prevailing interest rates and financial market conditions.

Factors Affecting Real Estate Taxes

In recent years various state and local legislative, regulatory and judicial bodies have reviewed the exemption of non-profit corporations from real estate taxes. Various state and local government bodies have challenged with increasing frequency and success the tax-exempt status of such institutions

and have sought to remove the exemption of property from real estate taxes of part or all of the property of various non-profit institutions on the grounds that a portion of such property was not being used to further the charitable purposes of the institution. Several of these disputes have been determined in favor of the taxing authorities or have resulted in settlements.

The skilled nursing facilities and the assisted living units (but not the independent living units) owned and operated by the Obligated Group are currently exempt from the payment of property taxes. There can be no assurance that future changes in the laws and regulations of state or local governments will not materially and adversely affect the operation and revenues of the Obligated Group by requiring the Obligated Group to pay real estate taxes for such portions of the Facilities owned and operated by the Obligated Group.

Federal Tax Matters

Possible Changes in Obligated Group's Tax Status. The possible modification or repeal of certain existing federal income or state tax laws or other loss by one or more Members of the Obligated Group of the present advantages of certain provisions of the federal income or state tax laws could materially and adversely affect the revenues of the Obligated Group. Each Member of the Obligated Group has obtained a determination letter from the IRS to the effect that such Member of the Obligated Group is exempt from federal income taxation under Section 501(a) of the Code by virtue of being an organization described in Section 501(c)(3) of the Code. As an exempt organization, each Member of the Obligated Group is subject to a number of requirements affecting its operation. The failure of a Member of the Obligated Group to remain qualified as an exempt organization would affect the funds available to the Obligated Group for payments to be made under the Loan Agreement and Obligation No. 2. Failure of the Obligated Group or the Issuer to comply with certain requirements of the Code, or adoption of amendments to the Code to restrict the use of tax-exempt bonds for facilities such as those being financed with Bond proceeds, could cause interest on the Bonds to be included in the gross income of holders of Bonds or former holders of Bonds for federal income tax purposes.

It is not possible to predict the scope or effect of future legislative or regulatory actions with respect to taxation of charitable organizations. There can be, however, no assurance that future changes in the laws and regulations of the federal, state or local governments will not materially and adversely affect the operations and revenues of the Obligated Group by requiring it to pay income taxes.

Intermediate Sanctions. Section 4958 of the Code, provides the IRS with an "intermediate" tax enforcement tool to combat violations by tax-exempt organizations of the private inurement prohibition of the Code. Previous to the "intermediate sanctions law," the IRS could punish such violations only through revocation of an entity's tax-exempt status. Intermediate sanctions may be imposed where there is an "excess benefit transaction," defined to include a disqualified person (*i.e.*, a director, officer or other related party) (1) engaging in a non-fair market value transaction with the tax-exempt organization; (2) receiving excessive compensation from the tax-exempt organization; or (3) receiving payment in an arrangement that violates the private inurement proscription. A disqualified person who benefits from an excess benefit transaction will be subject to a "first tier" penalty excise tax equal to 25% of the amount of the excess benefit. Organizational managers who participate in an excess benefit transaction knowing it to be improper are subject to a first-tier penalty excise tax of 10% of the amount of the excess benefit, subject to a maximum penalty of $10,000. A "second tier" penalty excise tax of 200% of the amount of the excess benefit may be imposed on the disqualified person (but not the organizational manager) if the excess benefit transaction is not corrected in a specified time period.

Bond Audit. IRS officials have stated that more resources will be allocated to audits of tax-exempt bonds in the charitable organization sector. The Bonds may be subject to audit, from time to time, by the IRS. The Obligated Group believes that the Bonds properly comply with applicable tax laws and regulations. In addition, Bond Counsel will render an opinion with respect to the tax-exempt status of the Bonds, as described under the heading "TAX MATTERS." No ruling with respect to the tax-exempt status of the Bonds has been or will be sought from the IRS, however, and opinions of counsel are not binding on the IRS or the courts, and are not guarantees. There can be no assurance, therefore, that an audit of the Bonds will not adversely affect the tax-exempt status of the Bonds.

Other Tax Status Issues. The IRS has also issued Revenue Rulings dealing specifically with the manner in which a facility providing residential services to the elderly must operate in order to maintain its exemption under Section 501(c)(3). Revenue Rulings 61-72 and 72-124 hold that, if otherwise qualified, a facility providing residential services to the elderly is exempt under Section 501(c)(3) if the organization (1) is dedicated to providing, and in fact provides or otherwise makes available services for, care and housing to aged individuals who otherwise would be unable to provide for themselves without hardship, (2) to the extent of its financial ability, renders services to all or a reasonable proportion of its residents at substantially below actual cost, and (3) renders services that minister to the needs of the elderly and relieve hardship or distress. Revenue Ruling 79-18 holds that a facility providing residential services to the elderly may admit only those tenants who are able to pay full rental charges, provided that those charges are set at a level that is within the financial reach of a significant segment of the Facility's elderly persons, and that the organization is committed by established policy to maintaining persons as residents, even if they become unable to pay the monthly charges after being admitted to the facility.

IRS Form 990. IRS Form 990 is used by 501(c)(3) not-for-profit organizations to submit information required by the federal government for tax-exemption. Form 990 requires detailed public disclosure of compensation practices, corporate governance, loans to management and others, joint ventures and other types of transactions, political campaign activities and other areas the IRS deems to be compliance risk areas. Form 990 also contains a separate schedule requiring detailed reporting of information relating to tax-exempt bonds, including compliance with the arbitrage rules and rules limiting private use of bond-financed facilities, including compliance with the safe harbor guidance in connection with management contracts and research contracts. Form 990 allows for enhanced transparency as to the operations of exempt organizations. It is likely to result in enhanced enforcement, as Form 990 makes available a wealth of detailed information on compliance risk areas to the IRS and other stakeholders, including state attorneys general, unions, plaintiff's class action attorneys, public watchdog groups and others.

Other Legislation. Section 7872 of the Code (Treatment of Loans with Below Market Interest Rates), provides for, in certain circumstances, the imputation of interest income to a lender when the rate of interest charged by the lender is below prevailing market rates (as determined under a formula) or, even if the below market interest rate loan would otherwise be exempt from the provisions of Section 7872, when one of the principal purposes for such below market rate loan is the avoidance of federal income taxation.

A refundable entrance fee payment made by a resident to certain continuing care facilities has been determined under Section 7872 to constitute a below market interest rate loan by the resident to the facility to the extent that the resident is not receiving a market rate of interest on the refundable portion of the entrance fee. Section 7872(h) provides a "safe harbor" exemption for certain types of refundable entrance fees. The statutory language of Section 7872 does not permit a conclusive determination as to

whether the LifeCare Contracts come within the scope of the continuing care facility safe harbor or within the statute itself.

Provided the LifeCare Contract falls within the scope of Section 7872, the safe harbor exemption under Section 7872(h) is applicable (i) if such loan was made pursuant to a continuing care contract, (ii) if the resident (or the resident's spouse) has attained age 62 before the close of the year, and (iii) irrespective of the amount of the "loan" by the resident (or the resident's spouse) to the continuing care facility. Section 425 of the Tax Relief and Health Care Act of 2006 amended Section 7872(h) to make the exemption for loans to qualifying care facilities permanent.

Any determination of applicability of Section 7872 could have the effect of discouraging potential residents from becoming or remaining residents of the Facility.

In recent years the IRS and members of Congress have expressed concern about the need for more restrictive rules governing the tax-exempt status of 501(c)(3) organizations generally and of retirement communities in particular. Legislation has been previously introduced restricting the ability of such organizations to utilize tax-exempt bonds unless they maintain a required percentage of low to moderate income residents. Although the Obligated Group has covenanted in the Loan Agreement to take all appropriate measures to maintain the tax-exempt status of each of the Members of the Obligated Group, compliance with current and future regulations and rulings of the IRS could adversely affect the ability of the Obligated Group to charge and collect revenues at the level required by the Loan Agreement and Obligation No. 2, finance or refinance indebtedness on a tax-exempt basis or otherwise generate revenues necessary to provide for payment of the Bonds.

Market for Bonds

It is the present practice of the Underwriter to make a secondary market in the bond issues that it offers. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular bond issue, these secondary marketing practices in connection with a particular bond issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially lower than the original purchase price. While there can be no guarantee or assurance that its present secondary marketing practices will always be continued, the Underwriter presently intends to make a secondary market in the Bonds, subject to the foregoing limitations. Nevertheless, there can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that the Bonds can be sold for any particular price.

Other Possible Risk Factors

The occurrence of any of the following events, or other unanticipated events, could adversely affect the operations of the Obligated Group:

1. Reinstatement or establishment of mandatory governmental wage, rent or price controls;

2. Inability to control increases in operating costs, including salaries, wages and fringe benefits, supplies and other expenses, given an inability to obtain corresponding increases in revenues from residents whose incomes will largely be fixed;

3. Unionization, employee strikes and other adverse labor actions which could result in a substantial increase in expenditures without a corresponding increase in revenues;

4. Adoption of other federal, state or local legislation or regulations having an adverse effect on the future operating or financial performance of the Obligated Group;

5. The cost and availability of energy;

6. Increased unemployment or other adverse economic conditions in the service areas of the Obligated Group which would increase the proportion of patients who are unable to pay fully for the cost of their care;

7. Any increase in the quantity of indigent care provided which is mandated by law or required due to increased needs of the Facilities in order to maintain the charitable status of the Obligated Group;

8. Inflation or other adverse economic conditions;

9. Changes in tax, pension, social security or other laws and regulations affecting the provisions of health care and other services to the elderly;

10. Inability to control the diminution of patients' assets or insurance coverage with the result that the patients' charges are reimbursed from government reimbursement programs rather than private payments;

11. **[Discuss. Jean asks whether or not we need something regarding actuarial methods and assumptions in the *pro forma* financial projections in the POS. PNC and Hamlin to discuss with Jean in connection with completion of tables.]**

12. The occurrence of natural disasters, including hurricanes, volcanic eruptions and typhoons, floods or earthquakes, or failures of storm water detention devices during such naturally occurring events, which may damage the facilities of the Obligated Group, interrupt utility service to the facilities, or otherwise impair the operation and generation of revenues from said facilities; or

13. Cost and availability of any insurance, such as malpractice, fire, automobile and general comprehensive liability that organizations, such as the Obligated Group, generally carry.

FLORIDA REGULATION OF CONTINUING CARE FACILITIES

Continuing care facilities in Florida are regulated by the Department of Financial Services, Office of Insurance Regulation (the "OIR") under the provisions of Chapter 651, Florida Statutes, as amended ("Chapter 651"). Under Chapter 651, "continuing care" means furnishing pursuant to an agreement shelter, food and either nursing care or certain personal services, whether such nursing care or personal services are provided in the facility or in another setting designated by the agreement for continuing care, to an individual not related by consanguinity or affinity to the provider furnishing such care, upon payment of an entrance fee. Agreements to provide continuing care include agreements to provide care for any duration, including agreements that are terminable by either party. "Personal services" include, but are not limited to, such services as individual assistance with or supervision of essential activities of

daily living. "Entrance fee" means an initial or deferred payment of a sum of money or property made as full or partial payment to assure the resident a place in a facility. An accommodation fee, admission fee or other fee of similar form and application is considered to be an entrance fee.

Certificate of Authority

Chapter 651 provides that no person may engage in the business of providing continuing care or enter into continuing care agreements or construct a facility for the purpose of providing continuing care without a certificate of authority issued by the OIR. A final certificate of authority may be issued after the applicant has provided the OIR with the information and documents required by Chapter 651. The Obligated Group received a final certificate of authority for the Facilities, which remains in full force and effect.

Once issued, a certificate of authority is renewable annually as of each September 30 upon a determination by the OIR that the provider continues to meet the requirements of Chapter 651. Annual reports containing financial and other information about the provider and the facility are required to be filed with the OIR annually on or before each May 1. If a provider fails to correct deficiencies within 20 days of notice from the OIR, and if the time for correction is not extended, the OIR may institute delinquency proceedings against the provider, as described below.

Required Reserves

Chapter 651 requires that each continuing care provider maintain: (a) a debt service reserve in an amount equal to the principal and interest payments becoming due during the current fiscal year (12 months' interest on the financing if no principal payments are currently due) on any mortgage loan or other long term financing, including taxes and insurance; (b) an operating reserve in an amount equal to 15% of the facility's average total annual operating expenses set forth in the annual reports filed pursuant to Chapter 651 for the immediate preceding 3-year period, subject to adjustment in the event there is a change in the number of facilities owned; and (c) a renewal and replacement reserve in an amount equal to 15% of the total accumulated depreciation based on the audited financial statements included in the facility's annual report filed pursuant to Chapter 651, not to exceed 15% of the facility's average operating expenses for the past 3 fiscal years based on the audited financial statements for each of such years. These reserves are required to be held in a segregated escrow account maintained with a Florida bank, savings and loan association or trust company acceptable to the OIR and, in the case of the operating reserve, must be in an unencumbered account held in escrow for the benefit of the residents. The Reserve Account established with the Bond Trustee pursuant to the Bond Indenture and the escrow account established with U.S. Bank National Association, as escrow agent, are intended to meet the requirements of Chapter 651 for those reserves (the "Required Reserves").

Chapter 651 requires the escrow agent holding the Required Reserves to deliver to the OIR quarterly reports on the status of the escrow funds, including balances, deposits and disbursements. Chapter 651 provides that withdrawals can be made from the Required Reserves only after 10 days' prior written notice to the OIR, except that in an emergency the provider may petition for a waiver of such 10-day notice requirement (a waiver being deemed granted if not denied by the OIR within three working days). Fines may be imposed for failure to deliver the quarterly reports or notices of withdrawal within the required time periods.

Continuing Care Agreements and Residents' Rights

Chapter 651 prescribes certain requirements for continuing care agreements and requires OIR approval of the form of an agreement before it is used and of any changes to the terms of an agreement once it has been approved. In addition to requiring that the agreement state the amounts payable by the resident, the services to be provided and the health and financial conditions for acceptance of a resident, Chapter 651 requires that the agreement may be canceled by either party upon at least 30 days' notice. A provider that does not give its residents a transferable membership right or ownership interest in the facility may retain 2% of the entrance fee per month of occupancy prior to cancellation, plus a processing fee not exceeding 5% of the entrance fee, and must pay the refund within 120 days of notice of cancellation. The Resident Agreements for the Facilities meet the requirements of this provision.

Chapter 651 requires that a prospective resident have the right to cancel without penalty a continuing care agreement within seven days of signing the continuing care agreement. During this seven-day period, any entrance fee or deposit must be held in escrow or, at the request of the prospective resident, held by the provider. If the prospective resident rescinds the continuing care contract during the seven-day rescission period, the entrance fee or deposit must be refunded to the prospective resident without deduction. If cancellation occurs after seven days, but prior to occupancy, the entire entrance fee must be refunded, less a processing fee not exceeding 5%, within 60 days of notice of cancellation. However, if cancellation occurs prior to occupancy due to death, illness, injury or incapacity of the prospective resident, the entire entrance fee must be refunded, less any costs specifically incurred by the provider at the written request of the resident.

Chapter 651 further requires that a resident may not be dismissed or discharged without just cause. Failure to pay monthly maintenance fees will not be considered just cause until such time as the amounts paid by the resident, plus any benefits under Medicare or third party insurance, exceed the cost of caring for the resident, based on the per capita cost to the facility (which cost may be adjusted proportionately for amounts paid above the minimum charge for above-standard accommodations).

Chapter 651 also contains provisions giving residents the right: to form residents' organizations and choose representatives; to attend quarterly meetings with the provider; and to inspect the provider's annual reports to the OIR and any examination reports prepared by the OIR or any other governmental agencies (except those which are required by law to be kept confidential). Prior to the implementation of any increase in the monthly maintenance fee, the provider must provide, at a quarterly meeting of the residents, the reasons, by department cost centers, for any increase in the fee that exceeds the most recently published Consumer Price Index for all Urban Consumers, all items, Class A Areas of the Southern Region. Residents must also be notified of any plans filed with the OIR relating to expansion of the facility or any additional financing or refinancing.

Examinations and Delinquency Proceedings

The OIR is required to examine the business of each continuing care provider at least once every three years, in the same manner as provided under Florida law for examination for insurance companies. Inspections may also be requested by any interested party. The OIR is required to notify the provider of any discrepancies and to set a reasonable time for corrective action and compliance by the provider.

The OIR may deny, suspend, revoke or refuse to renew a certificate of authority for various grounds relating to: the insolvent condition of the provider or the provider's being in a condition which

renders its conduct of further business hazardous or injurious to the public; lack of one or more of the qualifications for a certificate of authority; material misstatements, misrepresentation, fraud, misappropriation of moneys or demonstrated lack of fitness or untrustworthiness; violations of Chapter 651 or any regulation or order of the OIR; or refusal to permit examination or to furnish required information.

Suspension of a certificate of authority may not exceed one year, during which period the provider may continue to operate and must file annual reports, but may not issue new continuing care agreements. At the end of the suspension period, the certificate of authority is to be reinstated, unless the OIR finds that the causes for suspension have not been removed or that the provider is otherwise not in compliance with Chapter 651 (in which event the certificate of authority is deemed to have been revoked as of the end of the suspension period). In lieu of suspension, administrative fines may be levied, not exceeding $1,000 per violation, or $10,000 for knowing and willful violations.

If the OIR finds that sufficient grounds exist as to a continuing care provider for the rehabilitation (*i.e.*, receivership), liquidation, conservation, reorganization, seizure or summary proceedings of an insurer as provided under Florida law pertaining to insurance companies, the OIR may petition for an appropriate court order or pursue such other relief as is afforded under Part I of Chapter 631, Florida Statutes, as amended (the "Insurers Rehabilitation and Liquidation Act"), for insurance companies generally. Such grounds include, but are not limited to, insolvency or failure or refusal to comply with OIR requirements.

Chapter 651 provides that the rights of the OIR are subordinate to the rights of a trustee or lender pursuant to an indenture, loan agreement or mortgage securing bonds issued to finance or refinance the facility. However, if the OIR has been appointed as receiver of the facility, the court having jurisdiction over the receivership proceeding is authorized to enjoin a secured creditor from seeking to dispose of the collateral securing its mortgage for up to 12 months, upon a showing of good cause, such as a showing that the collateral should be retained in order to protect the life, health, safety or welfare of the residents or to provide sufficient time for relocation of the residents.

If, pursuant to the Mortgage, a trustee or lender becomes the owner of the Mortgaged Property pursuant to a foreclosure sale or otherwise through the exercise of remedies upon the default of the mortgagor, the rights of a resident of any portion of the Mortgaged Property governed by Chapter 651, Florida Statutes, under a continuing care agreement, shall be honored and shall not be disturbed or affected (except as described below) as long as the resident continues to comply with all provisions of the continuing care agreement and has asserted no claim inconsistent with the rights of the trustee or lender. In such event, the OIR shall not exercise its remedial rights provided under Chapter 651 with respect to the facility, including its right to enjoin disposal of the facility as described in the preceding paragraph. Upon acquisition of a facility by a trustee or lender pursuant to remedies under the Mortgage, the OIR shall issue a 90-day temporary certificate of authority to operate the facility, provided that the trustee or lender will not be required to continue to engage in the marketing or resale of new continuing care agreements, pay any refunds of entrance fees otherwise required to be paid under a resident's continuing care agreement until expiration of such 90-day period, be responsible for acts or omissions of the operator of the facility arising prior to the acquisition of the facility by the trustee or lender, or provide services to the residents to the extent that the trustee or lender would be required to advance funds that have not been designated or set aside for such purposes.

Florida Licensure

The health care components of the Facilities are licensed by the Agency for Health Care Administration ("AHCA"). The health facilities are required to undergo at least one annual unannounced inspection by AHCA to determine compliance with applicable statutes and rules promulgated thereunder which govern minimum standards of construction, quality, adequacy of care and rights of residents. In addition, AHCA will at least annually evaluate the health facilities to determine compliance with applicable licensure requirements and standards as a basis for assigning a rating to such facilities. In addition, the Obligated Group is required to submit an annual financial statement and statement of ownership to AHCA, as well as maintaining a certificate of authority from the Department. Under Florida Statutes, the administrator of the health facilities is required to be and is licensed as a nursing home administrator.

FINANCIAL REPORTING AND CONTINUING DISCLOSURE

Financial Reporting

In the Master Indenture, the Obligated Group covenants that it will:

(a) Within 30 days after receipt of the audit report mentioned below but in no event later than 150 days after the end of each Fiscal Year, file with the Master Trustee, a copy of the Financial Statements of the Obligated Group as of the end of such Fiscal Year accompanied by the opinion of an Accountant.

(b) Within 30 days after receipt of the audit report mentioned above but in no event later than 150 days after the end of each Fiscal Year, file with the Master Trustee and with each Holder who may have so requested or on whose behalf the Master Trustee may have so requested, an Officer's Certificate and a report of an Accountant stating the Long-Term Debt Service Coverage Ratio and the Days' Cash on Hand for such Fiscal Year and (in the case of the Officer's Certificate) stating whether, to the best of the knowledge of the signer of such Officer's Certificate, any Member of the Obligated Group is not in compliance with any covenant contained in this Master Indenture and, if so, specifying each such failure to comply of which the signer may have knowledge and the steps that are being taken by the Obligated Group to cure such non-compliance.

(c) Within (i) 45 days after the close of the first three fiscal quarters and (ii) 60 days, in the case of the final fiscal quarter of each Fiscal Year, file with the Master Trustee, quarterly unaudited consolidated statements of the Obligated Group's operations including a balance sheet, (showing consolidated financial results for each member of the Obligated Group), statement of operations, statement of changes in net assets, and statement of cash flows for the most recent quarter ended in year-to-date for the current fiscal year, and comparing budgeted to actual operations, including consolidating statement showing the financial results for each Member of the Obligated Group.

(d) Within 30 days prior to the start of each Fiscal Year, the Obligated Group representative shall file or cause to be filed with the Master Trustee the annual budget for each Member of the Obligated Group. Material amendments thereto shall be filed within 45 days after the approval of the Governing Body.

(e) Within 45 days of the end of each fiscal quarter (60 days, in the case of the final fiscal quarter of each Fiscal Year), the Obligated Group Representative shall file or cause to be filed with the

Master Trustee occupancy reports indicating the actual occupancy of the Facilities of the Obligated Group as a percentage of capacity.

(f) Promptly upon the occurrence of any material event as to which notice is required to be reported pursuant to Securities and Exchange Commission Rule 15c2-12 to nationally recognized municipal securities information repositories shall be filed therewith and with the Master Trustee.

(g) Within 45 days of the end of each fiscal quarter, the Obligated Group Representative shall certify compliance by all Members of the Obligated Group with the covenants, agreements and obligations under this Master Indenture.

(h) If an Event of Default shall have occurred and be continuing, (i) file with the Master Trustee such other financial statements and information concerning its operations and financial affairs, including those of any Member of the Obligated Group, as the Master Trustee may from time to time reasonably request, excluding, specifically, donor records, patient records, personnel records and records subject to attorney-client privilege and (ii) provide access to the Facilities, Gross Revenues, Facility Property and Equipment, and the Mortgaged Property for the purpose of inspection by the Master Trustee during regular business hours or at such other times as the Master Trustee may reasonably request.

(i) Unless required to be delivered at an earlier time, within 30 days after its receipt thereof, file with the Master Trustee a copy of each report which any provision of this Master Indenture requires to be prepared by a Management Consultant or an Insurance Consultant.

(j) Within 30 days after the beginning of each Fiscal Year, file with the Master Trustee an Opinion of Counsel which shall state whether there are required to be filed in any office within the period of 12 full consecutive calendar months following the date of such Opinion of Counsel financing statements, including continuation statements, in order to continue the perfection of the security interests granted hereunder. In giving this Opinion of Counsel, counsel may rely on an Officer's Certificate of an Obligated Group Representative stating whether any transaction contemplated under this Article has occurred within the period of 12 full consecutive calendar months preceding the date of such Officer's Certificate or is expected to occur within the period of 12 full consecutive calendar months following the date of such Officer's Certificate.

Continuing Disclosure

In accordance with the Securities and Exchange Commission Rule 15c2-12 (the "Rule") and so long as the Bonds are outstanding, the Obligated Group will agree pursuant to a Continuing Disclosure Certificate to be dated as of February 1, 2015, to be delivered on the date of delivery of the Bonds substantially in the form attached to this Official Statement as Appendix D, to cause the certain financial and operating information to be provided to the Municipal Securities Rulemaking Board ("MSRB").

No financial or operating data concerning the Issuer is material to any decision to purchase, hold or sell the Bonds and the Issuer will not provide any such information. The Obligated Group has undertaken all responsibilities for any continuing disclosure to holders of the Bonds as described above and in Appendices C and D and the Issuer shall have no liability to the holders of the Bonds or any other person with respect to such disclosures.

As required by the Rule, the Continuing Disclosure Certificate provides that the information to be filed with the MSRB described in the preceding paragraph is to be filed in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB. An MSRB rule change approved by the Securities and Exchange Commission establishes a continuing disclosure service of EMMA for the receipt of, and for making available to the public, continuing disclosure documents and related information to be submitted pursuant to continuing disclosure undertakings (such as the Continuing Disclosure Certificate) entered into on or after July 1, 2009, consistent with the Rule. In general, all continuing disclosure documents and related information are to be submitted to the MSRB's continuing disclosure service through an Internet-based electronic submitter interface (EMMA Dataport) or electronic computer-to-computer data connection, accompanied by certain identification information, in portable document format (PDF) files configured to permit document to be saved, viewed, printed and retransmitted by electronic means and must be word-searchable.

The Continuing Disclosure Certificate provides Holders of the Bonds with certain enforcement rights in the event of a failure by the Obligated Group to comply with the terms thereof; however, a default under the Continuing Disclosure Certificate does not constitute a default under the Bond Indenture, the Loan Agreement, the Mortgage, Obligation No. 2 or the Master Indenture. The Continuing Disclosure Certificate may be amended or terminated under certain circumstances in accordance with the Rule as more fully described therein. Holders of the Bonds are advised that the Continuing Disclosure Certificate should be read in its entirety for more complete information regarding its contents.

With respect to the Broward County Health Facilities Authority Revenue and Revenue Refunding Bonds, Series 2002 (John Knox Village of Florida, Inc. Project), which were refunded in full on January 3, 2011 (the "Refunded 2002 Bonds"), the Obligated Group did not fully comply with its continuing disclosure requirements as described in Section (b)(5)(i) of the Rule. The Obligated Group voluntarily entered into a continuing disclosure obligation in connection with the issuance of the Refunded 2002 Bonds, which were originally issued in a daily interest rate mode and secured by a municipal bond insurance policy issued by Radian Asset Assurance Inc. ("Radian") and a standby bond purchase agreement issued by LaSalle Bank National Association. In March 2008, the Refunded 2002 Bonds were remarketed in the weekly interest rate mode and secured by both the Radian bond insurance policy and an irrevocable direct-pay letter of credit issued by Wachovia Bank, National Association ("Wachovia Bank"). At that time, the Obligated Group erroneously believed that the voluntary continuing disclosure undertaking had terminated. For fiscal years ended December 31, 2009 and December 31, 2010, the Obligated Group failed to provide operating data and financial information of the type included in this Official Statement for the Refunded 2002 Bonds and its annual financial statements based upon its belief that its continuing disclosure obligations had been terminated. In addition, based upon its belief that its continuing disclosure obligations had been terminated, between August 2008 and December 2009, the Obligated Group failed to provide notice of certain rating downgrades on the Refunded 2002 Bonds as a result of rating downgrades of Radian, the bond insurer for the Refunded 2002 Bonds, and in August 2009, the Obligated Group failed to provide notice of a rating upgrade on the Refunded 2002 Bonds as a result of a rating upgrade of Wachovia Bank, provider of a letter of credit securing the Refunded 2002 Bonds. Pursuant to Section 9 of the Bond Purchase Agreement, the Obligated Group will represent, warrant and agree to establish and adopt appropriate continuing disclosure policies and procedures and training regarding its continuing disclosure obligations pursuant to the Rule within 180 days after the execution and delivery of the Bond Purchase Agreement. The Obligated Group anticipates fully complying with all of its future continuing disclosure obligations under the Rule.

LITIGATION

Issuer

There is not now pending or, to the Issuer's knowledge, threatened any litigation restraining or enjoining the issuance or delivery of the Bonds or the execution and delivery by the Issuer of the Bond Indenture or the Loan Agreement, or questioning or affecting the validity of the Bonds or the security therefor or the proceedings or authority under which they are or are to be issued, respectively.

Obligated Group

There is no litigation pending or, to the Obligated Group's knowledge, threatened against the Obligated Group, wherein an unfavorable decision would (i) adversely affect the ability of the Obligated Group to construct the Project or to operate its facilities or to carry out its obligations under the Master Indenture, the Loan Agreement or the Mortgage or (ii) would have a material adverse impact on the financial position or results of operations of the Obligated Group.

LEGAL MATTERS

Nabors, Giblin & Nickerson, P.A., Tampa, Florida, has served as bond counsel with respect to the issuance of the Bonds. Bond counsel will render an opinion with respect to the Bonds in substantially the form attached as Appendix E. The opinion of bond counsel should be read in its entirety for a complete understanding of the scope of the opinion and the conclusions expressed. Delivery of the Bonds is contingent upon the delivery of the opinion of bond counsel.

Bond counsel has not been engaged nor undertaken to review (a) the accuracy, completeness or sufficiency of this Official Statement or any other offering material related to the Bonds, except as may be provided in a supplemental opinion of Bond Counsel to the Underwriter, upon which only it may rely, and which will relate only to certain information contained in this Official Statement regarding (i) the terms of the Bonds and the Bond Indenture and the Loan Agreement, to the extent those statements purport to summarize the terms of the Bonds and the Bond Indenture and the Loan Agreement, (ii) the security and source of payment for the Bonds, and (iii) the tax-exempt status of the Bonds.

In connection with the issuance of the Bonds, Gordon B. Linn, Esquire, City Attorney, Pompano Beach, Florida, has served as counsel to the Issuer, The Gillespie Law Firm, Lighthouse Point, Florida, has served as counsel to the Borrower, and Bryant Miller Olive P.A., Orlando, Florida has served as counsel to the Underwriter.

The legal opinions of Bond Counsel, counsel to the Borrower, counsel to the Issuer, and counsel to the Underwriter are based on existing law, which is subject to change. Such legal opinions are further based on factual representations made to such counsel as of the date thereof. Bond Counsel, counsel to the Borrower, counsel to the Issuer, and counsel to the Underwriter assume no duty to update or supplement their respective opinions to reflect any facts or circumstances, including changes in law, which may thereafter occur or become effective.

The legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which

the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

General

The Code includes requirements which the Issuer and the Borrower must continue to meet after the issuance of the Bonds in order that interest on the Bonds not be included in gross income for federal income tax purposes. The Issuer's or the Borrower's failure to meet these requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The Issuer and the Borrower have covenanted in the Tax Agreement to take the actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

In the opinion of Bond Counsel, assuming continuing compliance by the Issuer and the Borrower with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, interest on the Bonds is excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, interest on the Bonds is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations.

Bond Counsel is further of the opinion that the Bonds and the interest thereon are exempt from all present intangible personal property taxes imposed pursuant to Chapter 199, Florida Statutes. Bond Counsel is further of the opinion that the Bonds and the interest thereon are exempt from taxation under the laws of the State, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations as defined therein.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the Issuer and the Borrower in the Bond Indenture and the Loan Agreement, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Bonds and of the property financed thereby), without undertaking to verify the same by independent investigation.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Bonds. Prospective purchasers of Bonds should be aware that the ownership of Bonds may result in other collateral federal tax consequences. For example, ownership of the bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Bonds in passive income for certain S corporations. In addition, the interest on the Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED

TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Other Tax Matters

Interest on the Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Bonds should consult their tax advisors as to the income tax status of interest on the Bonds in their particular state or local jurisdictions.

During recent years legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the Bonds maturing on September 1, ____ through and including ____ and ____ (collectively, the "Premium Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond **[(or, in the case of a Premium Bond callable prior to maturity, the amortization period and yield must be determined on the basis of the earliest call date that results in the lowest yield on the Premium Bond)]**. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

Tax Treatment of Original Issue Discount

The initial offering price of the Series ____ Bonds maturing on September 1, ____ through September 1, ____, ____, inclusive, and September 1, ____, ____ (the "Discount Bonds") is less than the stated principal amounts thereof. Under the Code, the difference between the principal amount of the Discount Bonds and the initial offering price to the public, excluding bond houses and brokers, at which price a substantial amount of such Discount Bonds of the same maturity was sold, is "original issue discount." Original issue discount represents interest which is excluded from gross income; however, such interest is taken into account for purposes of determining the alternative minimum tax imposed on corporations and accrues actuarially over the term of a Discount Bond at a constant interest rate. A

purchaser who acquires a Discount Bond in the initial offering at a price equal to the initial offering price thereof set forth on the cover page of this Official Statement will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for the purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Prospective purchasers of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon the sale or other disposition of Discount Bonds and with respect to the state and local tax consequences of owning and disposing of Discount Bonds.

FINANCIAL STATEMENTS

The audited financial statements of the Obligated Group as of and for the Fiscal Years ended December 31, 2013 and 2012 included in this Official Statement, have been audited by CliftonLarsonAllen LLP, Orlando, Florida, independent auditors, as stated in their report appearing in Appendix B to this Official Statement.

RATING

Fitch Ratings, Inc. ("Fitch") has assigned the Bonds a long-term rating of "A-." An explanation of the significance of any rating may be obtained only from Fitch at the following address: Fitch Ratings, Inc., One State Street Plaza, New York, New York 10004. Generally, a rating agency bases its rating and outlook (if any) on the information and materials furnished to it and on investigations, studies and assumptions of its own. The rating reflects only the view of Fitch at the time the rating was given. The rating is not a recommendation to buy, sell or hold the Bonds and should be evaluated independently. There is no assurance that such rating will not be withdrawn or revised downward by Fitch. Any such action may have an adverse effect on the market price of the Bonds.

FINANCIAL ADVISOR

The Borrower has retained Hamlin Capital Advisors, LLC, Tampa, Florida, as Financial Advisor in connection with the Issuer's financing plans and with respect to the authorization and issuance of the Bonds. The Financial Advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Financial Advisor did not participate in the underwriting of the Bonds.

UNDERWRITING

The Bonds are being purchased by PNC Capital Markets LLC, as Underwriter, for a purchase price of $_____ (representing the principal amount of the Bonds minus an underwriter's discount of $_____ **[plus/less]** original issue **[premium/discount]** of $_____), plus accrued interest on the Bonds, pursuant to a Bond Purchase Agreement, entered into by and between the Issuer and the Underwriter as approved by the Obligated Group (the "Bond Purchase Agreement"). The Underwriter reserves the right to join with dealers and other underwriters in offering the Bonds to the public. The

obligations of the Underwriter to accept delivery of the Bonds are subject to various conditions contained in the Bond Purchase Agreement. The Bond Purchase Agreement provides that the Underwriter will purchase all of the Bonds if any Bonds are purchased.

MISCELLANEOUS

The references herein to the Act, the Bond Indenture, the Loan Agreement, the Master Indenture, the Mortgage and other materials are only brief outlines of certain provisions thereof and do not purport to summarize or describe all the provisions thereof. Reference is hereby made to such instruments, documents and other materials, copies of which will be furnished by the Bond Trustee upon request for further information.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

The attached APPENDICES A through F are integral parts of this Official Statement and should be read in their entirety together with all of the foregoing statements.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers will constitute cause for a failure or refusal by the purchaser thereof to accept delivery of or pay for any Bonds.

The information assembled in this Official Statement has been supplied by the Obligated Group and other sources believed to be reliable. The Obligated Group has agreed to indemnify the Issuer and the Underwriter against certain liabilities relating to this Official Statement.

APPENDIX A

INFORMATION CONCERNING THE OBLIGATED GROUP

APPENDIX A
JOHN KNOX VILLAGE OF FLORIDA, INC.

TABLE OF CONTENTS

Page

INFORMATION ON THE OBLIGATED GROUP 2
Background and History 2
Resident Senate 3

CORPORATE STRUCTURE AND GOVERNANCE 4
Board of Directors 4
Management of Related Organizations 5
Board Committees 5
Management 6
Employees 9
Volunteers 9
Services Offered 10
Competition 11

CAMPUS DESCRIPTION 12
Independent Living 12
Assisted Living 13
Skilled Nursing 14
Campus Amenities 14
Village Center 14
LifeCare Contract 15
Preview to LifeCare Contracts 16
Fee Schedules 16
Occupancy 18
Marketing 18
Resident Fee Adjustments 19
Sources of Resident Service Revenue 20
Fiscal and Budget Philosophy 20
Information Technology 21
Capital Improvements 22
Insurance and Risk Management 23
Investments 24

OTHER INFORMATION 24
Strategic Initiatives 24
Minimum Liquid Reserve 25
Benevolence and Other Gifts 25
The Project 26
The Project Team 27
Guaranteed Maximum Price Contract 28
Capital Campaign 28
Other Project Components 29

FINANCIAL INFORMATION 29
Management Discussion and Analysis 36

INFORMATION ON THE OBLIGATED GROUP

Background and History

John Knox Village of Florida, Inc. (the "Borrower") is the sole member of the Obligated Group. The facilities of the Borrower are referred to in this Appendix A generally as the "Village." In the last 47 years, the Village has grown from a small retirement community consisting of a three-story building and 24 triplexes surrounding a lake to become the second largest continuing care retirement community ("CCRC") in the State of Florida and one of the largest single-site CCRCs in the country. The Village enjoys excellent visibility and access from I-95, a major, heavily-travelled interstate.

The Borrower was incorporated in 1978 as a Florida, not-for-profit corporation to provide housing, health care and other related services to the senior population. The Borrower is qualified as an exempt organization by the Internal Revenue Service pursuant to Section 501(c)(3) of the Internal Revenue Code. The mission and vision statements of the Borrower are as follows:

Mission Statement

John Knox Village is dedicated to providing an environment of whole-person wellness in which the people we serve thrive

John Knox Village is committed to supporting our employees, partners and the greater community

Vision Statement

John Knox Village will be an innovator, creating engaging lifestyles that encourage personal growth, autonomy and independence, healthy aging and a sense of purpose

The Village is located on approximately 65 acres in the City of Pompano Beach, Broward County, Florida ("Broward County"), and consists of 729 independent living units, 64 assisted living units and a 177-bed skilled nursing facility (the "Health Center"). The Borrower provides lifetime housing, home maintenance, social activities and on-site nursing care to its residents under a life care contract. Residents occupy an independent living unit and, when their needs change, have unlimited use of the assisted living facility and the Health Center as their needs change.

The financial viability of the Borrower has always been a top priority for the Board of Directors as reflected in the following Statement of Purpose:

To operate a financially responsible not-for-profit continuing care retirement community that complies with legislative, professional and regulatory guidelines.

The Borrower has a long history as a leader in the long-term care industry and has received the following awards over the past few years:

- 2014 LeadingAge – National Joan Anne McHugh Nurse Leadership Award
- 2013 LeadingAge Florida – Best Practice – Sharing & Caring
- 2012 LeadingAge Florida – Quality First
- 2011 LeadingAge – National Excellence in the Workplace
- 2010 LeadingAge Florida – Trustee of the Year
- 2010 LeadingAge Florida – Resident Council of the Year
- 2010 Pompano Beach Chamber of Commerce – Founder's Award
- 2010 South Florida Business Journal – Finalist – Best Healthcare Company

The Borrower and its affiliates (the "JKV Companies") employ approximately 700 employees with annual salary and benefits in excess of $22 million as of December 31, 2013. The JKV Companies are one of the five largest employers in Pompano Beach. Annual operating expenses, excluding payroll of the JKV Companies, totaled an additional $20 million. The Borrower continually upgrades units as new residents move in and makes ongoing improvements to the campus. Over the last three years, the Borrower spent over $18 million on capital improvements. See "**CAMPUS DESCRIPTION - Capital Improvements**" herein for a discussion of anticipated capital improvements to the Village.

Resident Senate

A key component of the Borrower's success has been the interaction and relationship between management and the residents. A group of more than 70 highly-engaged residents volunteer through the Resident Senate. The Resident Senate's purpose is to:

1. Promote the well-being of the residents;
2. Provide communication between the Board, management and the residents;
3. Disseminate information of general concern to all residents; and
4. Work with management toward the successful operation of the Borrower.

The Resident Senate Executive Committee as well as members of the 12 standing Senate committees meet with management on a regular basis to focus on such things as resident activities, wellness, dining services and long-range planning. In addition, the Resident Senate Fiscal Committee meets with management on a monthly basis to review the most recent financial statements. Through this organization, management and residents have forged strong relationships and are able to collaborate on current and future needs of the Borrower.

Non-Obligated Group Members. The following corporations are consolidated with the Borrower for financial reporting purposes but <u>are not</u> members of the Obligated Group and <u>are not</u> liable for the obligations of the Obligated Group under the Master Indenture. As detailed in the FINANCIAL INFORMATION section of this Appendix A, the Obligated Group accounted for approximately 90.0% of the total unrestricted revenues of the Consolidated Group for fiscal year ended December 31, 2013.

The John Knox Home Health Agency, Inc. John Knox Home Health Agency, Inc. (the "Home Health Agency") was established in 1987 and is a wholly-owned subsidiary of the Borrower. The Home Health Agency has a standard license to operate in Broward County. The agency provides registered nurses, licensed practical nurses, certified nurse's aides, home health aides, and escorts (for trips to physicians and outings and shopping services) to clients. Services provided include private nurses and aides, injections, wound care, medication administration, arranging medical tests and other treatments, labs, equipment, escorts to physicians and outings, light housekeeping and shopping services. Medicare home health services are provided through contracts with Medicare Certified Home Health Agencies. All licensed home health agencies in the State of Florida are subject to annual surveys by the Agency for Health Care Administration ("AHCA") to determine proper compliance with state regulations. For agencies that are deficiency free, this survey is performed on a tri-annual basis. The Home Health Agency has been deficiency-free in AHCA surveys for the last 18 years and is now surveyed by AHCA on a tri-annual basis. The Home Health Agency had over 245,000 visits for the year ended December 31, 2013. Management of the Home Health Agency intends to expand the services it offers to persons who are not residents of the Village. See "**OTHER INFORMATION - Strategic Initiatives - *Home Health***

Agency and Community Based Services" herein for a discussion of the Borrower's strategic plan for the Home Health Agency.

For the 12 months ended December 31, 2013 and 2012, respectively, the Home Health Agency generated less than 10% of the combined revenues of the JKV Companies.

The John Knox Village of Florida Foundation, Inc. The John Knox Village of Florida Foundation, Inc. (the "Foundation") was incorporated in 2003 and was determined by the Internal Revenue Service to be a 501(c)(3) not-for-profit corporation in 2006. The Foundation operates exclusively for the benefit of the Borrower. The Foundation maintains three permanently restricted funds: the Benevolent Endowment Fund, the Chapel Endowment Fund and the Ernest & Maude Cason Endowment Fund. The Foundation also maintains many temporarily restricted funds for various uses of the Borrower and an unrestricted fund. As of October 31, 2014 and December 31, 2013, the Foundation held total assets of approximately $13.7 and $11.1 million, respectively, of which approximately $5.2 million for the Woodlands (as hereinafter defined and described) and $4.1 million for other Foundation initiatives, respectively, were permanently restricted assets. See "**OTHER INFORMATION - Capital Campaign**" herein for a discussion of the Foundation's financial support of the new Woodlands skilled nursing facility (the "Woodlands").

CORPORATE STRUCTURE AND GOVERNANCE

Board of Directors

The Borrower's Board of Directors exercises the corporate powers, controls the property and conducts the affairs of the Borrower. The Board is governed by at least three and not more than 15 members and currently consists of 15 members. The Board has three resident members that are appointed by the Board Nominating Committee based on recommendations by the residents of the Borrower and are elected to three-year terms. The balance of the Board is made up of volunteers from the community who provide expertise from their respective areas of business experience. Members of the Board are identified by the current members of the Board, nominated by the Board Nominating Committee and elected by the Board. The Board members are elected to three-year terms and can be re-elected for an additional three-year term upon the completion of their first term. This term limit restriction was not effective until 2011. Prior to election to the Board, potential Board members participate on the Advisory Council as a means to learn about the Borrower. The current members of the Board of Directors are as follows:

[Remainder of Page Intentionally Left Blank]

Name	Occupation	Board Member Since	Term Expires
Elizabeth Bousfield[1]	Retired – Educator	2013	2015
Jack Crissy, CPA	Partner, William Webb & Associates, LLC – Accountants	2014	2019
Dirk DeJong[2]	President, Furman Insurance Company	2008	2018
Thomas Dieters	VP, Comerica Bank Charitable Services Group	2012	2017
Pauline Grant	CEO, Broward Health North	2006	2016
Thomas W. Johnston	Attorney, Johnston and Metevia, PA	2014	2019
Carol Kamman	Retired - Educator	2014	2017
William G. Knibloe, II, CPA[3]	Partner, Crowe Horwath, LLP – Accountants	2006	2017
Boots Maurer	Retired – Administrative Assistant	2014	2016
William B. O'Leary, Jr.	Vice President, Northern Trust	2014	2017
H. Murray Todd, M.D.	Board Certified Neurologist	2010	2018
RN Sailappan	Owner, Quest Engineering Services & Testing, Inc.	2013	2018
Paul Simpson[4]	President, Business Aspirations Incorporated – Strategic Business Consulting	2012	2017
Benjamin A. Smith, III	President, Smith & Associates Investments	2013	2018
Ghulam Usman	Owner, Alltech Construction and Management Services	2004	2018

[1] Secretary of the Board; [2] Vice-Chair of Board; [3] Chair of Board; [4] Treasurer of Board.

Management of Related Organizations

The members of the Board of Directors of the Home Health Agency are the same as the members of the Board of Directors of the Borrower. The Board of Directors of the Borrower appoints the members of the Board of Directors of the Foundation.

Board Committees

The Board of Directors has both permanent and discretionary committees to handle assigned responsibilities, including the following:

Executive Committee. Members of the Executive Committee consist of the Chair, Vice-Chair, Treasurer, Secretary and such other Board members as may be appointed. Members of the Executive Committee are identified in footnotes to the table above.

Finance and Audit Committee. The Chair of the Board appoints members of the Finance and Audit Committee, one of whom must be the Treasurer who usually serves as the Chair of this committee. In the capacity as Finance Committee, this committee reviews the monthly unaudited and annual audited financial statements. The Finance Committee is responsible for annual operating and capital budgets and for approving all expenditures in excess of $100,000. As the Audit Committee, this committee is responsible for selecting and engaging the accounting firm that will perform the annual audits, completing certain filings with state and federal authorities, and approving the annual audit.

Asset Liability Management Committee. The Asset Liability Management Committee is a subcommittee of the Finance and Audit Committee and is composed of the same members. The Asset Liability Management Committee's goal is to match the investment strategy for certain operating and Board-designated accounts to the capital financing strategy in order to most efficiently manage the exposure to the Borrower on both sides of the balance sheet.

Employee Retirement Benefit Committee. The Employee Retirement Benefit Committee is a subcommittee of the Finance and Audit Committee and is composed of at least one Board member and other advisors as appointed by the Chair of the Board. The Employee Retirement Benefit Committee is responsible for monitoring the appropriateness of the various funds that comprise the portfolio of investment options available in the employee 401(k) retirement plans.

Health Care Committee. The Health Care Committee oversees the quality of services provided throughout the Borrower's health care delivery system, including the Wellness Nursing program in independent living, as well as the assisted living and skilled nursing programs.

Building and Grounds Committee. The Building and Grounds Committee provides oversight of the Borrower's physical plant. This includes approval of all construction projects, both new construction and renovation of existing buildings.

Wellness Committee. The Wellness Committee is tasked with developing proactive strategies to support the "Seven Dimensions of Wellness" in order to provide residents, staff and families education and opportunities to promote, motivate, achieve and sustain a healthy lifestyle. This committee provides oversight to the fitness program and the Home Health Agency.

Marketing Committee. The Marketing Committee provides oversight and strategy related to the Marketing Plan for Independent Living and the Health Center.

Woodlands Building Committee. This is an *ad hoc* committee focused on the program and design of the Woodlands. The Woodlands is the building that will be financed with a majority of the proceeds of the Bonds. See "**OTHER INFORMATION - The Project - *Woodlands***" herein for a discussion of the Woodland's project.

Related-Party Transactions. A member of the Board owns the insurance agency from which the Borrower obtains its liability insurance coverage (including automobile, directors and officers and general liability). Commissions paid to the insurance agency related to these insurance policies approximated $41,000 in 2013 and 2012, respectively. A member of the Board of the Foundation is employed by the firm which acts as the investment manager of the Borrower's charitable gift annuity investment portfolio. Fees paid to the organization where the Foundation Board member is an employee approximated $30,100 and $28,100 in 2013 and 2012, respectively. A member of the Board is a partner of a firm that owns a staffing agency. Fees paid to that staffing agency for temporary help and permanent hires by the Borrower totaled approximately $4,700 in 2013. No fees were paid during 2012. The Board functions under a conflict-of-interest policy whereby members with any potential conflict of interest are not permitted to vote on such transactions.

Management

President – Robert P. Scharmann. Robert P. Scharmann, age 67, has been providing leadership for continuing care retirement communities for the past 31 years. Mr. Scharmann has been with the Borrower since 1998 and currently serves as President. Having been actively involved in the Florida Association of Homes and Services for the Aging ("FAHSA") for 24 years, Mr. Scharmann was a member of the FAHSA Board of Directors for 16 years.

In 2000, Florida Governor Jeb Bush appointed Mr. Scharmann to serve on the Governor's Continuing Care Advisory Council, and Mr. Scharmann chaired the Council from 2000 through 2006. He served as a member of the House of Delegates, representing the State of Florida, of the American Association of Homes and Services for the Aging, formerly known as "AAHSA," which changed its name to "LeadingAge" in 2011.

Mr. Scharmann earned his Master's degree in Business Administration from Florida Atlantic University and a B.S. degree in Education from Philadelphia Biblical University. He is licensed as a Nursing Home Administrator in Florida. In 2004, Mr. Scharmann was recognized as the Business Man of the Year by the Pompano Beach Chamber of Commerce. In 2006, FAHSA presented Mr. Scharmann with its Executive of the Year Award.

Mr. Scharmann is planning to retire within the next two years. As part of the strategic plan, Gerald Stryker was hired as the Chief Operating Officer in 2013 to provide for succession development in light of Mr. Scharmann's anticipated retirement. This plan has allowed Mr. Stryker to learn about the history of the JKV Companies, gradually manage departments within the JKV Companies and develop relationships with board members, staff and residents.

Chief Executive Officer and Chief Operating Officer – Gerald Stryker. Gerald Stryker, age 52, joined the Borrower in 2013 as Chief Operating Officer of the Borrower and was recently promoted to Chief Executive Officer as part of the strategic plan described above. He is responsible for leading the Strategic Planning Process and overseeing the Woodlands Project and the associated implementation of Green House® programs and staffing.

Immediately prior to joining the Borrower, Mr. Stryker served as Vice President/Chief Administrative Officer at St. John's Health Care Corporation ("St. John's") in Rochester, New York for 15 years. Under his leadership, St. John's achieved the successful start-up of the nation's first two community Green House® Homes consisting of two homes with 10 elders each. In addition, St. John's constructed two senior living communities during Mr. Stryker's tenure; St. John's Meadows, an approximately $40 million, 339-unit rental senior living community and Brickstone, an approximately $32 million, 104-unit community with restaurant and retail space. Mr. Stryker earned his MHSA from the George Washington University in 1986.

Chief Financial Officer – Jean M. Eccleston, CPA. Ms. Eccleston, age 46, joined the Borrower in 2001 as Controller and was promoted to Chief Financial Officer in 2007. Ms. Eccleston oversees the financial aspects of the JKV Companies, including treasury management, insurance and budgeting. In addition, Ms. Eccleston is responsible for the annual audit, Medicare and Medicaid cost reports, tax returns and annual reporting to the State of Florida.

Ms. Eccleston worked as an auditor for six years in public accounting with two of the then big six accounting firms and has over 23 years experience working in finance with hospitals, multi-physician practices, ambulatory surgery centers, medical office buildings and continuing care retirement communities. Ms. Eccleston earned a B.S. in Accounting from the University of Scranton. She is a member of the AICPA, FICPA and HFMA. She completed the FAHSA Leadership Academy through the University of Florida and has presented at LeadingAge, LeadingAge Florida, Florida Health Care Association and Healthcare Financial Management Association seminars. Ms. Eccleston is member of the finance committee for FAHA Health & Services.

Director of Health Facilities – Mark Rayner, NHA. Mr. Rayner, age 51, joined the Borrower in 2008 and oversees the Borrower's Health Center and the assisted living facilities. He is a licensed nursing home administrator and brings over 22 years experience in long-term care to the JKV Companies. He has a proven track record of improving occupancy and effectively managing the budget as well as improving resident and employee satisfaction. Mr. Rayner is responsible for implementing patient centered care at the Health Center. He obtained his Masters in Health Care Administration from Lynn University and is actively involved in the community through the Chamber of Commerce and the Alzheimer's Association. Mr. Rayner serves on the Executive Board of LeadingAge Florida. Mr. Rayner is a key leader in the Woodlands project. Under his leadership, the Health Center has demonstrated continued successful AHCA survey outcomes.

Director Sales and of Marketing – Mark Olson. Mr. Olson, age 66, has worked in the retirement living industry since 1999. He joined the management team of the Borrower in February 2010. He represented two large not-for-profit CCRCs in Illinois before moving to Florida in 2005. At Friendship Village, Schaumburg, Illinois, he had a favorable closing rate. At Beacon Hill in Lombard, Illinois, he worked for a LifeSpace Community managed by Life Care Services as their Marketing Director, where he brought overall occupancy to 100% from 90% within two years and maintained a 97% occupancy level for the five years he was the Director.

After moving to Florida in 2005, Mr. Olson represented Water's Edge of Bradenton and Marine Max as a consultant, Emeritus Senior Living as its Regional Marketing Director and Bay Indies Senior Living as its Sales Manager before joining the Borrower.

Mr. Olson earned a B.A. with a co-major in Accounting and Political Science from Parsons College in Fairfield, Iowa. Following college, he began a commercial real estate career that included 12 years appraising, loan production, purchasing and managing real estate for a major life insurance company, developing industrial condominium and commercial real estate for a contractor/developer, developing high rise office buildings for a foreign asset manager, principal in a partnership that re-developed corporate plant conversions and principal in a membership marketing company. His niche was as a workout specialist, focusing on marketing and sales turnarounds.

Corporate Compliance Officer – Frances Murphy, R.N., C, L.H.R., C.H.C. Ms. Murphy, age 61, has over 30 years of experience with the JKV Companies in the Health Center and the assisted living facility, as former supervisor of the Wellness Nursing program and as former Director of the Home Health Agency. She obtained her RN from Broward Community College, is certified as a Gerontological Nurse and is a Licensed Health Care Risk Manager and certified in health care compliance. In 2002, Ms. Murphy took on the position of Corporate Compliance Officer. Ms. Murphy is responsible for the oversight of the Corporate Compliance Program and reports directly to the Board of Directors.

Medical Director - Merelene Aramburu, D.O. Dr. Aramburu, age 40, joined the Borrower as interim Medical Director in December 2014. She is Board Certified in Geriatric and Osteopathic medicine. She received her B.S. from Nova Southeastern University and her medical degree from the College of Osteopathic Medicine. Dr. Aramburu is a member of the American Osteopathic Association, the Florida Osteopathic Medicine Association, the American Association of Family Physicians and the American Medical Directors Association.

Employees

The Borrower maintains an average of 524 employees (391 full-time, 103 part-time and 30 per-diem). Historically, the Borrower has maintained a low turnover rate that averages below 20%, far below industry norms. Approximately 54% of its employees have been employed by the Borrower for five years or longer. Management maintains a very strong relationship with the employees, and there is no affiliation with organized labor. The Borrower is "agency-free"; it does not use any agency employees to staff its health care facilities.

The Borrower has a culturally diverse workforce with some entry-level positions and many positions requiring educated, licensed and credentialed professionals. As a drug-free workplace, the Borrower requires drug screenings for pre-employment qualification, for work-related injuries (to show cause of injury), and on a quarterly, random basis as a quality assurance measure. The Borrower performs a background check on each job applicant. The background check consists of a Level 2 finger print screening, review against the Terrorism Watch List, verification that the applicant has not been precluded from participation in the Medicare or Medicaid programs, a Motor Vehicle Report (if licensed to operate a motor vehicle) and a credit report for certain positions. All local, county, state and federal licensing and certifications are verified through these agencies during the pre-screening and hiring process.

The Borrower provides a comprehensive employee benefits program, including the following elements: paid time off (vacation, sick, holiday); bereavement leave; life, health, vision and dental insurance; employee assistance program; legal aid; employer defined contribution pension plan; 401(k) plan; employee loan program; scholarship program; and an employee hardship relief fund.

Volunteers

Volunteerism by the Village's residents is prevalent with over 60% of the residents participating in volunteer opportunities on campus. Marketing Ambassadors assist with marketing and public relations efforts by preparing brochures, serving as models in publications and acting as hosts for potential residents. The on-campus gift shop is run entirely by a group of volunteers. The gift shop sells greeting cards, ice cream, bread, milk, office supplies, over-the-counter medicines and provides coffee and pastry for breakfast as well as pizza for lunch. The proceeds from the shop are used to publish the weekly resident newsletter. Resident Auxiliary Service ("RAS") volunteers operate a thrift shop on campus where items that have been donated by residents and families are offered for sale. RAS generates revenue of approximately $70,000 per year, which is used for projects to improve resident-life. The annual bazaar is run entirely by resident volunteers for the benefit of the Health Center and generates approximately $30,000 per year that is used for specific projects that will benefit the residents of the Health Center. From the "rose buddies" who clip flowers from the rose garden for residents in the Health Center to the information desk volunteers, to the scholarship committee that has awarded over 100 scholarships to employees of the Borrower, there are numerous examples of residents who participate and give back to their community.

Services Offered

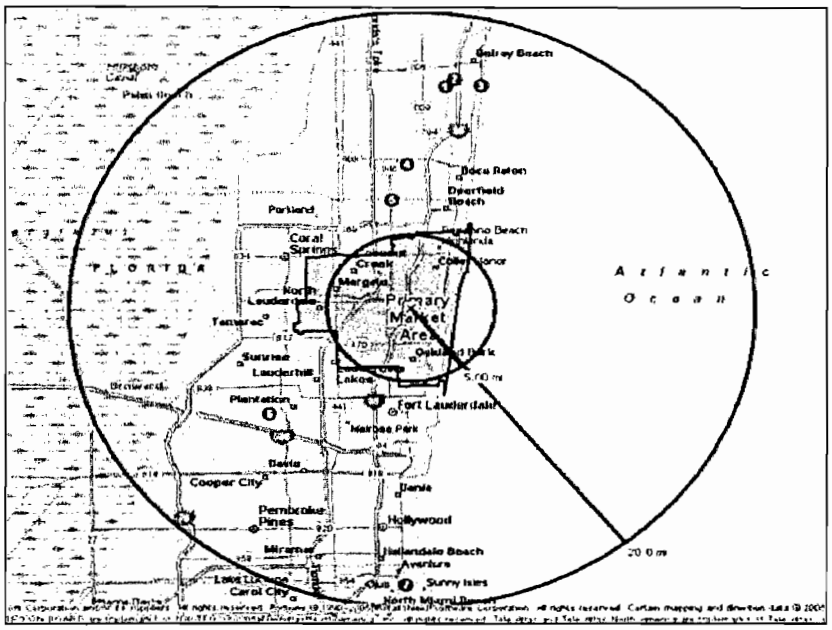
The residents of the Village enjoy the security of "life care" under the supervision of a dedicated staff. Among the many services included are:

- 15 meals per month with special diet menus and catering available for independent living residents;
- Bi-weekly housekeeping and weekly bed linen service;
- Round-the-clock security staff throughout the Village;
- Gated and controlled access;
- Comprehensive monitoring system including emergency alert cords, daily assurance check-in system and smoke detectors;
- Transportation via buses and electric carts within the Village;
- Scheduled transportation to doctor's offices, churches, banks, and shopping;
- All maintenance both inside and outside of homes;
- All utilities and property taxes;
- Nurses provide emergency and referral services through clinic 24 hours a day;
- Assisted Living at Gardens West on campus;
- Full-time skilled nursing care currently provided in the Village Health Center;
- Bank branch located on campus; and
- Doctor offices located in the John Knox Professional Building.

[Remainder of Page Intentionally Left Blank]

Competition

The Village is situated 3.5 miles from the Atlantic Ocean and eight miles north of downtown Fort Lauderdale in Pompano Beach, Florida. The Village is the only CCRC within its primary market area. 85% of the Village's residents originate within an eight miles radius of the existing campus. The nearest CCRC is approximately 11 miles away in Palm Beach County, Florida.

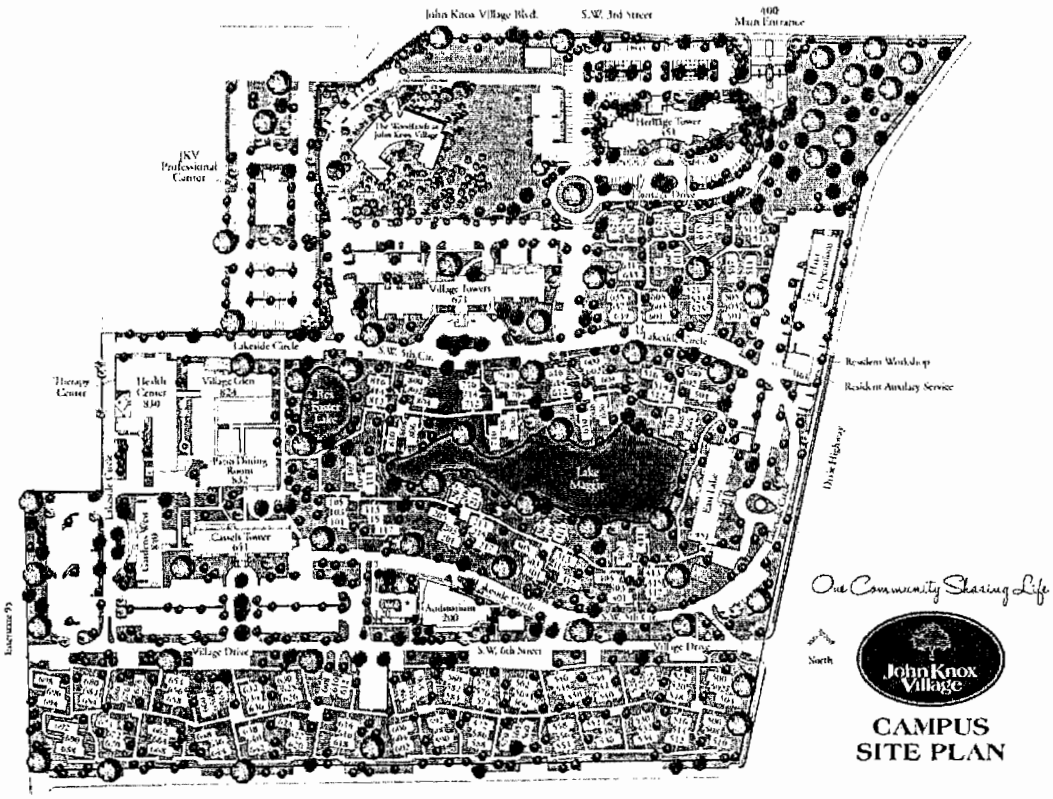


Name	Distance in Miles	Total Units
1. Abbey Delray South	18	375
2. Abbey Delray	18	540
3. Harbour's Edge	20	320
4. St. Andrews North & South	12	733
5. Edgewater Pointe Estates	11	503
6. Covenant Village of Florida	15	406
7. Vi at Aventura	23	313
8. Sinai Residences	12	369

Sinai Residences at Boca Raton, a new CCRC, is under construction in Boca Raton, Florida, approximately 11 miles from the Village. This project is expected to open in 2015 and is sponsored by the Jewish Federation of South Palm Beach County. The Borrower does not anticipate that this project will impact move-ins to the Village because _____.

CAMPUS DESCRIPTION

The Village is one of the largest single-site CCRCs in the continental United States with 729 independent living units, 64 assisted living units and 177 skilled nursing beds.



The campus includes two lakes, miles of extensive walkways throughout the community, numerous fountains and tropical landscaping. The Village is located within seven miles of three fine shopping areas and within one mile of a bank and grocery and drug stores. Nearby are three major seaports, three international airports and two major performing arts centers.

Independent Living

Independent living residents choose from 204 villa homes located in three neighborhoods and 525 apartment units situated in four apartment buildings. The apartment buildings offer a range of floor plans (efficiencies, studios, one bedroom/one bath, one bedroom/one and one-half bath, and two bedroom/two bath apartments).

East Lake ("East Lake") is the original three-story apartment building situated at the east end of Lake Maggie, offering lake and fountain views.

Cassels Tower, recently renovated lobby and corridors, and with 17 stories, is the largest of the Borrower's apartment buildings and acts as the Village hub with many administrative offices located on its first floor along with an independent branch bank office, beauty salon, and gift shop. It is also

attached by a breezeway to the Patio Dining Room. See "CAMPUS DESCRIPTION - Cassels Tower" herein for photographs of Cassels Tower.

Village Towers, also recently renovated, is a 10-story apartment building located on the northern part of the campus. Completed in 2004, Heritage Tower is the newest 10-story apartment building. The apartments feature open floor plans with nine-foot ceilings and large bay windows.

All four apartment buildings and the three villa neighborhoods are interconnected by wide, well-lit pathways. Beautiful foliage, including trees, together with signage, make walking around the campus a pleasant experience. All the apartment buildings have ample common areas including a lobby, a party room, a billiard table, a piano, a library and a mail room.

Residents can take advantage of an active lifestyle. They travel, take part in computer and fitness clubs, play bridge, and enjoy the many outside entertainment programs in the 250-seat auditorium. They are active in the affairs of the JKV Companies, some serving as corporate board members, or participating on the Village Resident Senate. They are also active in the community. Residents have the time to pursue travel, bridge, crafts, sports and the joy of new friendships. The Borrower's activities staff organizes escorted trips to popular destinations in Florida, the U.S. and abroad. Residents enjoy trips to the theater and symphony as well as visits to libraries, malls and favorite restaurants. The activities staff takes care of all the details and transportation. Residents also participate in the Red Hat Society and Rotary Club operating at the Village. There is a wood, metal and stained glass workshop, shuffleboard, horseshoes, a putting green and a heated swimming pool. Golf and tennis are played at nearby public and private clubs. Weekly religious services are conducted in the Village, and transportation is available to the many local houses of worship.

The JKV Companies' philosophy is to foster an environment of health and wellness that allows each resident to maximize his or her well-being. This includes addressing all residents' needs through a holistic approach including physical, social, emotional, intellectual, nutritional and spiritual needs. The JKV Companies provide a full continuum of health care and preventative programs designed to enhance residents' health, wellness, security and happiness. Wellness Nurses are available 24 hours a day to respond to resident needs and questions. Residents and employees can take advantage of the monthly medical screenings and the annual health fair to monitor blood pressure, blood sugar, cholesterol, balance, hearing and many other medical issues. Support groups are available for diabetes and Parkinson's disease. The fitness program includes a staff of five professionals offering screening, evaluation, orientation and supervision for each resident's level of function and a full range of classes, including water exercise, aerobics and yoga in the newly-renovated and enlarged fitness center.

The Borrower strives to offer a lifestyle that allows its residents to enhance their quality of life while maintaining independence and dignity.

Assisted Living

The Assisted Living program is provided in Gardens West, a three-story building with 64 private rooms and two suites. The lobby atrium provides a dramatic open area to the height of all three stories. There are common areas on every floor, and library and kitchen facilities available to residents as well as a large dining room serving three meals a day. Each unit is equipped with a large bathroom with a walk-in shower, large closet space, and a 24-hour emergency call system. Residents receive help with routine activities such as bathing, laundry, personal services and appointment setting. Weekly housekeeping, daily bed-making, 24-hour nursing supervision, medication monitoring, and social activity opportunities

are provided seven days a week. All units are unfurnished in order to allow residents to furnish their units with belongings that make them their homes. A Move-In Coordinator and Resident Relations Coordinator assist the residents and their families in making the move to this intermediate level of care.

Skilled Nursing

The Skilled Nursing care, custodial care and memory support programs are provided in the existing Health Center, a fully-licensed, 177-bed long-term care facility, in which all 177 beds are Medicare/Medicaid certified. The Health Center includes a 51-bed Special Care Unit dedicated to residents with memory disorders where the activity programs, staffing, meals and physical layout are designed to meet their specific needs and to maximize the quality of each resident day. The Health Center also includes a 10-bed hospice wing leased to a local not-for-profit hospice provider. Upon completion, the Woodlands will replace the existing Health Center. The Borrower is currently undertaking a strategic planning process to determine the optimal future usage for the existing Health Center.

Campus Amenities

Transportation is an important component of Village life. The Borrower has a fleet of vehicles available to take residents around campus and into the community. Enclosed carts are used to transport residents across campus. Regularly scheduled bus service transports residents to local grocers, shopping centers, pharmacies, and professional services on a complimentary basis. Personalized transportation is also available by car for an additional fee for those residents who choose not to take advantage of the bus service provided.

A modern kitchen and newly renovated Patio and Lakeside Dining Rooms are housed in a one-story building centrally located on the campus. The kitchen serves approximately 1,200 meals a day to all levels of care at the Village. The Patio Dining Room is the main dining room for independent living residents, although any Assisted Living resident may choose to dine there and Health Center residents may dine as guests of other independent living residents. A full-service catering department provides service for parties of all kinds in the Lakeside Dining Room or within other facilities of the campus.

Village Center

Village Center houses the newly expanded Fitness Center, 300-seat Auditorium, a large meeting room, craft room, library, pantry, as well as the offices for the Spiritual Life Director and the Activities Department. The Auditorium is equipped with state-of-the-art sound and projection equipment with an electrically-driven divider wall. Additional recreation areas include a unique resident-cultivated rose garden and the newly constructed Furman Square which provides a lushly landscaped area for residents to relax and enjoy the fountain as well as the chimes of the Village Clock.

The Professional Building is a three-story building that leases office space to medical, legal and financial professionals and houses the Human Resources and Information Technology departments for the Borrower. In addition, there are several fully equipped medical offices leased to over 19 different providers on a timeshare basis, allowing residents and employees to obtain medical services on campus.

The Village has been certified by the National Wildlife Federation as a Wildlife Habitat because of the conscientious planning, landscaping and sustainable gardening on campus.

LifeCare Contract

Generally. The Borrower enters into a Continuing Care Contract ("LifeCare Contract") with each resident whereby each resident is provided with an independent living unit and the services described previously. The LifeCare contract, known in the CCRC industry as a "Type A" contract, guarantees the provision of health care services in the assisted living and skilled nursing facilities as those services are needed with the only additional fees related to changes in the meal plans between the different levels of care.

Qualifications for Residency. Each prospective resident must be at least 62 years of age. Upon entry into the community, a physical examination is required to determine that the resident is capable of independent living. The prospect must meet financial requirements, including assets equal to two times the Entrance Fee ("Entrance Fee") of the applicable unit after deducting the purchase price from their assets. Additionally, an applicant's annualized monthly income must equal two times the Borrower's then current annualized Monthly Service Fees ("Monthly Service Fee"). For prospects 85 years or older, the applicant's annualized monthly income must equal 1½ times the Borrower's then current annualized Monthly Service Fee.

Entrance Fees and Monthly Service Fees. The Borrower requires an Entrance Fee be paid in connection with residence at the Village. A deposit equal to 10% of the Entrance Fee is payable upon selection of an independent living unit. The remaining Entrance Fee is payable at the time of execution of the LifeCare Contract. A second-person Entrance Fee is charged for those contracts where there is more than one resident in a unit. Entrance Fees are held in escrow for seven days. If the resident rescinds the LifeCare Contract within the seven-day period, the Entrance Fee is returned in full. The Entrance Fee may be refundable to the resident or the resident's estate as described below under "Termination of LifeCare Contract." Entrance Fees are amortized into income using life expectancies that vary by age, gender, level of care and couple status. These life expectancies were developed based on the historical experience of Borrower's residents.

The Borrower requires residents of the Village to pay monthly service fees associated with their residency at the Village (collectively, the "Monthly Service Fees"). Monthly Service Fees are based on the cost of the life care contract and the size of the independent living unit originally selected. The current Monthly Service Fee of the independent living unit occupied by the resident remains the same through the continuum of care provided in the Assisted Living facility and the Health Center. The base Monthly Service Fee includes 15 meals per resident per month in the independent living facility. Additional meals may be purchased at the resident's request. Monthly Service Fees in Assisted Living and the Health Center are increased accordingly for the provision of three meals a day. Approximately 25% of the Borrower's independent living units have more than one person per unit. These second persons must pay additional Entrance Fees and additional Monthly Service Fees. If a resident becomes unable to pay the Monthly Service Fees through no fault of the resident, the resident becomes eligible for the Benevolence Program. This program is funded through donations to the Foundation and allows the resident to remain at the Village without imposing additional costs on the operations. See "OTHER INFORMATION - Gifts" herein for more information about this program.

Transfer to Assisted Living or Skilled Nursing Units. Residents of independent living may be transferred to Assisted Living on a permanent basis or to the Health Center on either a temporary or permanent basis as health needs require. When a resident is transferred to either level of care, the resident continues to pay the Monthly Service Fee in effect while in independent living and pay

additional fees for the provision of three meals a day in those levels of care compared to the 15 dinners included with the independent living Monthly Service Fee.

Termination of LifeCare Contract. A prospective resident may terminate the LifeCare Contract for any reason prior to occupancy and receive a full refund of any deposits or Entrance Fees paid. Upon execution of the LifeCare Contract, the resident may terminate the contract for any reason and will receive a refund of the Entrance Fee for the unit less a 4% administrative fee and 2% of the Entrance Fee for each month of occupancy or right of occupancy by the resident. After four years of occupancy, no refund of the Entrance Fee is due.

If a resident dies within 12 months of executing the LifeCare Contract, 50% of the Entrance Fee will be refunded. If a resident dies after 12 months of executing the LifeCare Contract, no refund is due.

Entrance Fee refunds are paid within 60 days of receipt of written notice of contract termination or within 60 days of death of a resident, regardless of whether or not the resale of that unit or a comparable unit has occurred.

At any time after occupancy or right of occupancy, a resident may terminate the LifeCare Contract by providing 30 days' prior written notice. The LifeCare Contract will terminate automatically upon the resident's death. The Borrower may terminate a LifeCare Contract for just cause, including (i) non-payment; (ii) material breach of the LifeCare Contract or the reasonable rules of the community; and (iii) health status or behavior which constitutes a substantial threat to the health or safety of the resident, other residents or employees.

For the five years ended December 31, 2013, approximately 2.6% of all Entrance Fees received have resulted in a refund.

Preview to LifeCare Contracts

Prospective residents may choose to enter into a Preview to LifeCare Contract. This contract option allows potential residents to experience the community prior to paying an Entrance Fee and the resident must meet the same health and financial criteria as all other residents. The Preview to LifeCare Contract does not provide for the provision of health care and the number of contracts allowed is limited to 25. Currently, there are 10 Preview to LifeCare residents at the Village. Residents may convert this contract to a full LifeCare Contract or may chose to renew the preview contract on an annual basis.

Fee Schedules

The Entrance Fees and Monthly Service Fees, inclusive of the minimum 15 meal plan, are adjusted on February 1st of each year. At its November 10, 2014 meeting, the Board approved the 2015 fees for its existing facilities. The Borrower's average Entrance Fee is $130,000, well below the average home price in Broward County of $346,126.[1] The weighted average Entrance Fee for the 2015 period is $162,000. The fees in effect as of February 1, 2015 will be as follows:

[1] Source: Florida Realtors® - Balistri Realtors. As of August 2014.

Independent Living:

Garden Villas (204 Total Units)

Unit Type	Units	Entrance Fee[a][b]	1st Person Monthly Fee	2nd Person Monthly Fee
1 Bedroom/1 Bath, Villa	63	$197,400	$2,236	$1,408
1 Bedroom/1½ Bath Executive, Villa	2	207,200	2,334	1,408
1 Bedroom/1½ Bath Executive A, Villa	2	232,400	2,434	1,408
1 Bedroom/1½ Bath Deluxe	1	268,700	2,519	1,408
2 Bedroom/1 Bath, Villa	54	263,300	2, 519	1,408
2 Bedroom/1½ Bath, Villa	2	268,700	2, 519	1,408
2 Bedroom/2 Bath Deluxe, Villa	1	302,200	2,628	1,408
2 Bedroom/2 Bath, Villa	56	302,200	2,628	1,408
2 Bedroom/2 Bath Executive B, Villa	4	312,800	2,684	1,408
2 Bedroom/2 Bath Dlx, Exec, Villa	3	324,100	2,663	1,408
2 Bedroom/2 Bath Executive A, Villa	16	335,600	2,692	1,408

Village Towers (187 Total Units)

Unit Type	Units	Entrance Fee[a][b]	1st Person Monthly Fee	2nd Person Monthly Fee
Studio	15	$104,800	$2,056	-
1 Bedroom/1 Bath	21	147,400	2,236	$1,408
1 Bedroom/1 Bath - Deluxe	48	161,800	2, 236	1,408
1 Bedroom/1½ Bath	28	168,700	2, 236	1,408
1 Bedroom/2 Bath	1	219,900	2,327	1,408
2 Bedroom/2 Bath	67	249,700	2,432	1,408
2 Bedroom/1½ Bath - Exec	1	271,800	2,523	1,408
2 Bedroom/2 Bath - Exec	5	345,600	2,655	1,408
2 Bedroom/2½ Bath – Exec	1	352,000	2,680	1,408

[a] There is an additional Entrance Fee charged for units with patios and for lake front villas.
[b] The Entrance Fee for the second person is $15,000.

Cassels Tower (182 Total Units) and East Lake (36 Total Units)

Unit Type	Units	Entrance Fee[a][b]	1st Person Monthly Fee	2nd Person Monthly Fee
Efficiency	6	$ 74,700	$1,843	-
Studio	37	112,400	2,056	$1,408
1 Bedroom/1 Bath	52	177,100	2,236	1,408
1 Bedroom/1½ Bath	24	184,400	2,236	1,408
1 Bedroom/1½ Bath - Exec	25	209,600	2,327	1,408
1 Bedroom/2 Bath - Exec	3	209,600	2,327	1,408
2 Bedroom/2 Bath - Exec A	35	249,700	2,424	1,408
2 Bedroom/2 Bath - Exec B	36	265,200	2,520	1,408

Heritage Tower (120 Total Units)

Unit Type	Units	Entrance Fee[a][b]	1st Person Monthly Fee	2nd Person Monthly Fee
1 Bedroom/1 Bath	7	$192,600 - 233,900	$2,274 - 2,377	$1,408
1 Bedroom/1½ Bath	20	257,200	2,407	1,408
1 Bedroom/1½ Bath with Den	20	300,800	2,501	1,408
2 Bedroom/2 Bath - Split	17	321,100	2,507	1,408
2 Bedroom/2 Bath	36	344,600 - 355,000	2,837	1,408
2 Bedroom/2 Bath – with Den	20	378,500	2,922	1,408

[a] There is an additional Entrance Fee charged for units with patios and for lake front villas.
[b] The Entrance Fee for the second person is $15,000.

Health Center (Daily Rate):

	Private	Medicare	Medicaid
Semi-Private Room	$288.00[1]	$527.22[2]	$223.97[3]
Private Room	378.00	-	-

[1] Represents Semi-Private Room rates effective 02/01/15.
[2] Represents weighted average Medicare per diem reimbursement rate from 01/01/14 through 10/31/14.
[3] Represents Medicaid per diem as of 07/01/14.

Woodlands:

Management is currently developing a pricing structure for private payors consistent with the amenities and services that will be provided in the Woodlands.

Occupancy

The table below lists the occupancy at the end of the period by level of care for the Borrower.

Level of Care	10/31/14	10/31/13	2013	2012	2011
Independent Living	86.1%	85.8%	85.8%	87.3%	85.3%
Assisted Living	93.8%	93.8%	95.3%	96.9%	92.2%
Health Center	93.9%	91.4%	91.2%	93.2%	89.2%

Marketing

Over the last four years, the Borrower has made a substantial investment in the Marketing department by adding a LifeCare Counselor, a Public Relations Manager, a Production/Website Manager and Website/Video Production Specialist. Websites have been revamped and modernized and new brochures and videos have been developed. The Board of Directors Marketing Committee was established to focus on the marketing plan and strategies to maintain occupancy. Training programs were initiated and ongoing coaching has also been provided to the sales staff.

Incentive plans have been developed to enhance sales efforts. The most popular incentives utilized are the Promissory Note program and the Monthly Service Fee waivers.

- *Promissory Note Program* - Potential residents who have not sold their home are able to move into the Village by executing a promissory note. The note allows the resident six months interest free to sell the home and pay the Entrance Fee. The Entrance Fee becomes immediately due upon the sale of the residence. If necessary, an additional six months are available at a nominal interest rate. Since the program was implemented in 2009, 176 residents have been able to move to the Village using this particular incentive. Of the 176 residents who have used the incentive, only 18 have utilized the additional six month provision.

- *Monthly Service Fee Waiver* - Potential residents who are challenged by the costs of maintaining two homes while awaiting the sale of the primary residence may receive a three-month waiver on Monthly Service Fees. An additional three-month waiver may be available at the discretion of the Director of Marketing. Since this program was implemented in 2010, 163 residents have utilized this to move to the Village using this particular incentive.

The Borrower continues to monitor inventory and customer desires and has developed a new package of apartment finishes ranging from ceramic tile to stainless steel appliances and upgraded cabinets. These new décor packages have been well received by potential residents. Current residents may also take advantage of a special incentive to downsize from larger, more marketable two bedroom units to smaller one bedroom units that better fit their lifestyle.

In 2013, the Marketing Department began producing a monthly direct mail newspaper, the Gazette, which is mailed to more than 36,000 age and income qualified residents in the local community. The center spread and back page highlight the lifestyle enjoyed by residents of the Village. A flyer detailing the next two months of marketing events is included in the publication. This publication has produced several leads each month.

The Marketing Department also launched its Senior Connection Club (the "Club"), which seeks to build lasting relationships with area seniors and some Village residents who share common interests. Members gather for events at the Village and for outings to local attractions and restaurants, all organized through the Marketing Department. There are currently 150 members of the Club.

The Speakers Bureau presents informative and educational presentations on topics of interest to older adults, their families and caregivers. Our senior management team, health care professionals and residents have a wealth of knowledge on retirement living options, senior services, wellness and fitness, long-term care and financial strategies. The speakers are all experts in their chosen fields of and address issues such as financial planning for the future, choosing long-term health care options and deciding the right time to move to a retirement community. Two residents are included on the Bureau to talk about their passions of cooking, antique car collecting and kayaking.

Resident Fee Adjustments

The Borrower has the authority to increase the resident monthly fees with 60 days' written notice. Historically, the Borrower has only annually increased fees on February 1st. The following table shows the percentage by which rates were increase for the past 10 years as well as the increases with respect to Entrance Fees for such years.

Year	Increase in Residential Monthly Service Fees	Weighted Average Increase in Entrance Fees
2005	2.9%	7.0%
2006	5.6	10.0
2007	4.6	8.0
2008	8.3	5.2
2009	4.6	2.5
2010	2.5	2.5
2011	3.6	2.5
2012	3.1	2.5
2013	3.5	2.5
2014	3.5	2.5
2015*	2.9	2.5

*Approved by the Board on November 10, 2015.

Sources of Resident Service Revenue

The table below sets forth the percentage of gross resident service revenues for all levels of care, net of contractual adjustments, for the Borrower by payor source for the calendar years 2011 through 2013 and for the 10-month periods ended October 31, 2014 and 2013:

Payor	10/31/14	10/31/13	2013	2012	2011
Private Pay – Independent Living	62.2%	61.1%	62.3%	61.2%	60.6%
Private Pay – Assisted Living	5.5%	5.7%	5.5%	5.8%	5.7%
Private Pay – Health Center	11.1%	12.9%	11.2%	11.5%	11.6%
Medicare	13.5%	13.0%	13.3%	14.1%	15.3%
Medicaid	6.9%	6.1%	6.8%	6.5%	5.4%
Other	0.8%	1.2%	0.9%	0.9%	1.4%
Total	100%	100%	100%	100%	100%

For the 10 months ended October 31, 2014 and the 12 months ended December 31, 2013, 79% of the operating revenues for the **[Borrower]** came from private payors which consist of independent living, assisted living and private pay health center. For the 10 months ended October 31, 2014 and the 12 months ended December 31, 2013, Medicare represent 13.5% and 13.0% of resident service payors, respectively. For the 10 months ended October 31, 2014 and the 12 months ended December 31, 2013, Medicaid represented 7% of resident service payors.

Fiscal and Budget Philosophy

The Borrower has a conservative fiscal policy which includes the prudent use of debt and maintenance of liquidity and is tightly managed through an extensive budget process. Each Director and Department Manager is involved in the development of the annual budget and the three year projection. Detailed budget narratives are required to support line item expenses. Full Time Equivalents ("FTE's") are reviewed in detail and adjusted for occupancy assumptions. When the draft of the budget is complete, it is reviewed by the members of the Finance and Audit Committee as well as the President of the Resident Senate, the Chair of the Resident Fiscal Committee and two additional residents appointed

by the Chair of the Resident Fiscal Committee. The final budget is then submitted to the Board of Directors for approval. Contingency budgets are also developed during the annual budget process. These contingency budgets establish specific plans and targets for expense reduction and identify triggers to implement these cuts. This allows management to formulate a clear and concise plan of action that can be implemented in a short period of time.

Each month, Budget Variance Reports are reviewed by the Controller and distributed to Directors and Department Managers. Significant variances are noted, explanations and plans for corrective action are required to be returned to the Controller and Chief Financial Officer. Overtime is closely monitored and overtime reports are provided to each department on a bi-weekly basis. Occupancy is also reviewed on an on-going basis for shortfalls in Entrance Fees and maintenance fees compared to budget so adjustments to operations may be made on a pro-active basis.

By maintaining tight controls over finances, the Borrower has been able to achieve solid financial performance in conjunction with stable occupancy.

As illustrated by the tables below, the Borrower has maintained strong debt service coverage and liquidity since 2010.

Historic Pro Forma MADS Coverage

	2010	2011	2012	2013	Annualized 2014
Funds Available for Debt Service	$6,918	$12,337	$10,779	$10,526	
2010 and 2014 MADS*	3,729	3,729	3,729	3,729	
Coverage	1.86	3.31	2.89	2.93	

*Estimation of rate language.

Actual Days Cash on Hand

	2010	2011	2012	2013	Annualized 2014
Days Cash on Hand	473	506	504	512	
Days Cash on Hand, including MLR	570	633	629	645	

Information Technology

As information technology continues to change and become such an important part of our lifestyle, the Borrower has developed a strategic plan to upgrade information technology. Along these lines, the Borrower outsourced the services of a Chief Information Officer to provide the experience and leadership necessary to implement this plan.

2014 capital expenditures have focused on the completion of several strategic initiatives, including the purchase of new audio visual equipment, replacement of an elevator, installation of a new visitor management system, constructing and equipping of a new seven-story health care center containing approximately 130,000 square feet of nursing services, the purchase and implementation of an

electronic health record (EHR) system, upgrade of computers and information technology infrastructure throughout the campus as well as upgraded software for the Home Health Agency, which are being financed as part of the 2014 capital budget shown below.

Capital Improvements

The Borrower invests continually in improvement, modernization and redevelopment of its campus in order to remain marketable, attractive and competitive. The Borrower's revitalization plan revolves around improving the marketability and long-term competitiveness of the Borrower. As a result of prior efforts, the average age of the Borrower's physical plant is currently 11.2 years. The following table provides the expenditures for capital improvements over the past three years and an estimate for 2014, excluding the Woodlands project.

Year Ending December 31	Amount
2014 (estimated)	$5,942,000*
2013	4,540,000
2012	7,273,000
2011	4,797,000
Average	5,515,000

*See $4,952,000 expended as of October 31, 2014.

The Borrower has recently completed major building upgrades to Village Tower and Cassels Tower. The Borrower intends to commence the renovation of the Village Center in 2015.

Cassels Tower - Lobby and Porte Cochere

The 2015 capital budget of approximately $7.6 million includes funding for new strategic capital initiatives, including upgraded finish packages for new residents, additional parking and site lighting and renovations to the Village Center.

Upon completion of the Woodlands, the Borrower plans to engage a qualified firm to assist the Borrower in adopting a master plan for the Village that aligns with the Borrower's Mission Statement and Vision Statement to assist in possible redevelopment of existing assisted living and skilled nursing facilities and development of vacant land on the campus.

At closing, the Borrower intends to reimburse itself, from the proceeds of the Bonds, for approximately $2.5 million in previous capital expenditures related to the Project. No additional borrowings are expected in the near future. See "**OTHER INFORMATION - The Project**" and "**OTHER INFORMATION - Other Project Components**" herein for a discussion of anticipated capital improvements expected to be reimbursed from the proceeds of the Bonds.

Insurance and Risk Management

The Borrower maintains a comprehensive insurance and risk management program designed to minimize potential harm and liability losses by using appropriate risk management techniques, addressing known risks and reflecting prudent levels of retained risk.. The Corporate Compliance Officer, a Licensed Health Care Risk Manager, oversees the Corporate Compliance Program and reports directly to the Board of Directors. The Risk Manager focuses on safety issues for the entire campus.

General and Professional Liability. General and professional liability is provided through a fully funded program with an "A" rated insurance company. The current policy provides coverage of $500,000 per claim and $1.0 million in the aggregate. All general and professional liability claims are accrued as a liability based on management's experience and attorney recommendations. Any claims settled or adjudicated above the policy limits would be funded with general revenues of the Village.

Property Insurance. Property insurance is provided through a fully-insured program through AmRisc. The underlying insurance companies comprising the insurance pool carry a minimum rating of "A8," as rated by AM Best. Total property coverage, including wind, is $100.0 million based on scheduled property limits by building of approximately $124 million for building coverage, $4.0 million for contents coverage and $5.0 million in blanket business income and extra expense. The deductible for a named storm is 3% per building subject to $100,000 minimum. The deductible for all other wind is $50,000 and for all other perils is $10,000. This property insurance policy covers boiler and machinery as well.

Workers' Compensation. Workers' compensation coverage is provided through a retrospectively rated policy administered by an "A" rated insurance provider. The Borrower's workers' compensation program identifies risks through quarterly inspections by the insurance company and through review of incidents and claims to identify target areas for improvement. A light duty program is utilized to minimize employee time away from work.

Directors and Officers. Directors and Officers liability insurance is provided by an "A" rated insurance provider. The policy includes a liability coverage aggregate limit and fiduciary liability coverage in the amount of $5.0 million each with defense costs outside the aggregate limit at $1.0 million and no deductible. Employment practices liability coverage and third party liability coverage is also included at $5.0 million each with a $50,000 deductible for each claim.

Environmental Matters. Management is not aware of any material environmental problems relating to the property.

Litigation. There is no litigation pending or, to its knowledge, threatened against the Borrower which, in the aggregate and after insurance coverage, would have a material adverse effect on the operations or financial condition of the Borrower.

Investments

The investments of the Borrower are monitored by the Asset Liability Management Committee. The primary investment objective for the Borrower's reserves is to achieve the maximum total rate of return given a level of risk consistent with the preservation of capital and anticipated future cash flow requirements. This is accomplished by utilizing a balanced strategy of equities, fixed income securities and cash equivalents in a mix which is conducive to participation in rising markets while allowing for adequate protection in falling markets. Subject to compliance with the provisions of the financing documents for the Borrower's outstanding bonds, the Borrower may change its investment policy at any time in accordance with its corporate documents. As of October 31, 2014, the overall portfolio mix is shown below:

JKV Consolidated Portfolio by Investment Type
As of October 31, 2014

Asset Class	Asset Balance	Actual Percentage of Portfolio
Fixed Income	$25,547,431	39.7%
Domestic Equity	19,955,090	31.0
Cash and Cash Equivalents	15,282,525	23.8
International Equity	3,548,825	5.5
Portfolio Total	$64,333,871	100.0%

OTHER INFORMATION

Strategic Initiatives

The Borrower's strategic plan for the next two years is focused on developing certain additional sources of revenue, providing additional contract options and implementing a new cost accounting system. Other than the Project, it is not expected any of the projects will require external financing.

Medicare Advantage Plans. A pilot program will begin in 2015 to contract with select Medicare Advantage providers, thereby increasing the potential pool of residents in the community that can receive rehab services in the Health Center. This pilot program will play a significant role in increasing the Medicare occupancy and filling community beds as described in the section "**The Project – *Woodlands***" below.

Home Health Agency and Community Based Services. Home and Community Based Services continue to be a focus of the Home Health Agency. While the majority of home health services are provided on campus, the Home Health Agency has grown the community side of its business during 2014. The community home health aide volume has increased from 2% of total home health aide visits in

2013 to 9% of total home health aide visits in 2014. the first nine months of 2014, off campus aide visits are almost double the number of visits from the 12 months ended December 31, 2013. In the next year, the Home Health Agency is planning to establish a training school for Certified Nursing Assistants as an additional source of revenue as well as a mechanism to source top-quality care providers for both the Home Health Agency and the Woodlands. In addition, the Home Health Agency will continue its reach into the greater community through a unique program that provides both transportation and companion care for elders who require or desire that level of service.

Living Well at Home Program. The Living Well at Home Program allows the Borrower to provide lifecare services to those residents who desire the security of a LifeCare Contract but do not want to move into a lifecare community. This program, also referred to as "lifecare without walls," is currently in the development stage. Preliminary market assessments indicate that there is sufficient demand and favorable demographics to support this type of program in the County. There is only one other provider in the State of Florida with a similar program.

Marketing Initiatives. Marketing initiatives for 2015 include the ability to offer additional contract types to potential residents. The current Type A contract will be expanded to include a return-of-capital component. In addition, a Type C fee-for-service contract with and without refund provisions will be made available by the end of 2015. The Borrower is working closely with its actuaries to price these options.

Cost Accounting System. A cost accounting system will be implemented in 2015 allowing the Borrower to better understand the cost of providing care at different levels across the continuum and to provide more accurate data while contracting with Medicaid managed care providers, Medicare Advantage providers, and ACOs and prepare for future bundled payment arrangements.

Minimum Liquid Reserve

The Florida Office of Insurance Regulation (OIR) regulates CCRC's located in the State of Florida. One of the many regulations includes the funding of a reserve that is known as the Minimum Liquid Reserve. The requirement is that at least 15% of a CCRC's annual operating costs, an additional 15% of the CCRC's annual operating costs representing a capital project reserve plus one year's debt service including real estate taxes and property insurance be maintained in case of an emergency. Currently, the Borrower must maintain a combined minimum market value in the Minimum Liquid Reserve and MLR Debt Service Reserve accounts in excess of $11,020,070, which is equivalent to approximately 122 Days' Cash on Hand. The Borrower is currently in compliance with OIR's Minimum Liquid Reserve requirement. A portion of the proceeds of the Bonds will be applied to fund the Debt Service Reserve Fund established under the Bond Indenture for the Bonds. In addition to securing the payment of debt service on the Bonds, the Debt Service Reserve Fund for the Bonds will be used by the Borrower to satisfy the OIR's Minimum Liquid Reserve requirement.

Benevolence and Other Gifts

The Borrower is contractually obligated to provide benevolent assistance should a resident outlive his or her income and assets. The Borrower's benevolence program was established over 30 years ago by residents to ensure that residents will receive assistance if needed without increasing operating costs funded through Monthly Service Fees. Through the generous contributions of current and former residents, the balance in the temporarily and permanently restricted benevolence funds exceeds $5.2 million. As a tax-exempt corporation for federal income tax purposes, the Borrower developed a

Charitable Gift Annuity program over 15 years ago. This program allows residents to increase income while the gift residuum is available to benefit the Borrower. There are currently 90 annuities held by 66 annuitants with an original gift amount of $3.3 million.

Other notable donations from past residents who appreciated the quality of care at the Village include a transportation fund that provides the capital necessary to purchase transportation needs. In 2006, a resident donated $900,000 to purchase land adjacent to the Village for the building of additional villas. In 2014, a resident donated $2 million for the Woodlands, resident assistance and additional trees for the campus. A Scholarship Fund is available for students who work for the Borrower for more than two years in order to provide an opportunity for employees to increase their knowledge base and quality of life. An endowment fund helps to maintain the Auditorium. Several Health Center funds provide monies for the purchase of equipment and furnishings as needed to improve the quality of care and life at the Village. The donation history since 2009 is shown below:

Period	JKV	Foundation	Total
10/31/14	$14,000	$2,261,000	$2,275,000
12/31/13	28,300	1,272,000	1,300,300
12/31/12	23,000	1,176,000	1,199,000
12/31/11	24,000	437,400	461,400
12/31/10	118,000	624,000	742,000
12/31/09	99,000	579,000	578,000

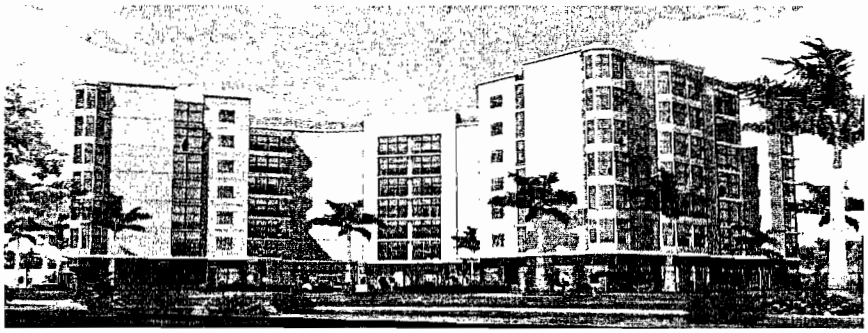
The Project

Woodlands. As part of its strategic plan, the Borrower's staff, residents and Board members identified the need to upgrade the existing Health Center as a key initiative for the long-term success of the Village. The planning process around this upgrade included the identification of the wants and desires of the current residents as well as research into improved methods of providing care.

As a result of this process, the Borrower is planning to construct the Woodlands, a 144-bed skilled nursing facility, on its current campus to replace a portion of the existing Health Center and add additional capacity to serve members of the local community. The Woodlands will be the first Skilled Nursing Facility in the State of Florida utilizing the Green House® model which emphasizes the following core values:

- Meaningful Life
- Empowered Staff
- Real Home

The almost 130,000 square foot building will consist of twelve 12-unit "homes," each designed to accommodate up-to 12 elders (for a total of 144 beds), in private rooms and private bathrooms surrounding a common area complete with kitchen, dining room and hearth room. There will also be a first floor common area that includes a convocation room, therapy space and a bistro.



The Green House® model is a change in the operational focus of providing care in the long-term care setting from the institutional needs of the organization to the needs of the individual. A prescribed reduction in middle management allows for additional direct care providers and this model has shown improved outcomes for the residents. Implementation Teams have been developed including staff, residents, family members and Green House® experts to adapt policies and procedures to this model of care with a focus on recruiting, quality of care, elder and family support and meaningful life and engagement. Extensive training has already begun related to self-managed work teams, appreciative inquiry and situational leadership in order to facilitate this new leadership model. Prior to opening the new building, additional training for the direct care givers will be provided covering such topics as CPR and first aid refreshers, culinary skills and food safety and care and maintenance of equipment. The second national GreenHouse® training center is being developed on the first floor of the Woodlands to facilitate training of staff and provide the training resources for new GreenHouse® implementers.

The Borrower's current license allows for a total of 177 beds; 107 "sheltered" beds for LifeCare Contract residents only and 70 beds for residents from the outside community. Due to space restrictions, the Borrower has not been able to take advantage of the opportunity to fill all of the 70 community beds. Upon completion of the new building, the Borrower's license will increase to 194 beds; 124 sheltered and 70 community. The additional space being created and the implementation of a new model of care will allow the Borrower to attract additional private pay and rehab residents to the campus, thereby creating an incremental source of revenue and will position the Village as the provider of choice for skilled nursing care in Broward County. In addition to this incremental revenue increase linked directly to the Project, the Borrower believes that providing the best health care services in the market and adding additional amenities will assist in increasing independent living occupancy. In addition, it is anticipated that the Woodlands will contribute to the long-term success of the Borrower by positioning the Borrower for participation in Accountable Care Organizations, produce a new, diversified, source of revenue, creating a large scale improvement to the entire Village and by providing new facilities and services that warrant future increases in Entrance Fees. Further, due to its location of the Village and ownership by the Borrower, the risk of filling the Woodlands is considered by the Borrower to be low.

The Project Team

The Project team, summarized below, has extensive experience in project construction and development for the senior living industry:

Owners Authorized Representative. Bill Gallo, AIA, LEED®, AP of Gallo Herbert Architects is the Owner's Authorized Representative. Mr. Gallo received a Master of Architecture degree from Harvard University and has experience as an architect and a construction manager and is often called upon to provide expert testimony for litigation and dispute resolution. He has a demonstrated specialty in the

health care and senior care environments and has served as a professor of architecture and construction at Spring Garden College.

Architect. RDG Schutte Wilscam Birge, Inc. ("RDG") is an architectural planning and design firm with offices in Iowa, Nebraska and Florida, employing approximately 150 design professionals. RDG has been active in the senior living market for nearly 50 years, and is currently working on senior living projects in nine states, including Florida. RDG has completed successful senior living projects in 25 states, 12 of them in Florida. Among these projects are more than 80 senior living environments, 40 of which are CCRCs.

Construction Manager. The Weitz Company ("Weitz") has been selected as the Construction Manager for the Woodlands. Weitz has completed over $3 billion in construction projects in the senior living industry and has constructed over 29,000 units ranging from independent living, assisted living, skilled nursing, dementia and cottage homes. Weitz also has experience working with the Agency for Healthcare Administration, the State of Florida agency that licenses skilled nursing providers. In addition, Weitz has experience with GreenHouse®, having constructed a GreenHouse® model facility in Nebraska.

Guaranteed Maximum Price Contract

The construction contract and the program set up for the Project as a whole was designed to mitigate risk and dispute. The oversight team selected construction management at risk with a guaranteed maximum price as the delivery method for a variety of reasons, principally risk related, as it involves the contracting entity in the early program and project design development issues, injecting real world input on cost, schedule and constructability. The oversight team competitively selected both the designer and the contractor on a pure qualitative and cost proposal basis, following detailed analyses of prior projects, litigation history, reference checks, and following several rounds of interviews. The oversight team then competitively procured an owner's representative consulting firm, comprised of architects and engineers, to oversee the program and design development and ultimately the construction itself. The entire Project delivery is based on a team approach with numerous checks and balances.

Capital Campaign

The Foundation was challenged to raise $5 million to help fund the Project and had its first ever capital campaign kick-off on October 2, 2013. As of October 31, 2014, the Foundation has raised over $4.3 million towards this goal, including a single bequest from a resident for the Woodlands in excess of $1 million. All of the capital campaign donations have come from residents, family members, employees and the Board of Directors. The Borrower expects to meet its $5 million fundraising goal. However, if it does not, any shortfall will be funded from the Borrower's available funds on hand.

Woodlands Cost

The total project cost is broken out as follows:

Guaranteed Maximum Price Contract	$27,359,270
Other Costs	7,206,053
Project Total	$34,565,323
Less Donations and Equity Contribution (Capital Campaign)	(5,000,000)
Project Funding Required	$29,565,323

Other Project Components

Included within the reimbursement resolution, adopted by the Board in anticipation of the issuance of the Bonds, are other projects, including new audio visual equipment, upgrades to information technology wiring and computers, replacement of the elevator in East Lake, installation of a visitor management system, implementation of an EHR system, the current Health Center and other miscellaneous renovations, equipment and capital improvements. **These projects will only be reimbursed to the Borrower upon completion of the Woodlands, if applicable.**

FINANCIAL INFORMATION

The financial information included in this section is presented on a consolidated basis including John Knox Village of Florida, Inc. and subsidiaries (the "Consolidated Group"). John Knox Village of Florida, Inc., the Borrower, is the sole member of the Obligated Group. The subsidiaries are not and will not be Members of the Obligated Group upon the issuing of the Bonds and are not obligated under the Master Indenture.

The Obligated Group accounted for approximately 90.00% of the total unrestricted revenues of the JKV Companies for the fiscal year ended December 31, 2013, and approximately 91.96% of the total assets of the JKV Companies as of December 31, 2013. The Obligated Group accounted for approximately 90.74% of the total unrestricted revenues of the JKV Companies for the fiscal year ended December 31, 2012, and approximately 99.65% of the total assets of the JKV Companies as of December 31, 2012. The Obligated Group accounted for approximately 91.16% of the total unrestricted revenues of the JKV Companies for the fiscal year December 31, 2011, and approximately 99.62% of the total assets of the JKV Companies as of December 31, 2011. Covenants are calculated based on the Obligated Group only.

As noted under "The Obligated Group," the members of the Obligated Group are the only entities obligated to make payments on the Bonds.

John Knox Village of Florida, Inc. & Subsidiaries Consolidated Balance Sheets	Fiscal Year 12/31/2011 Audited Total	Fiscal Year 12/31/2012 Audited Total	Fiscal Year 12/31/2013 Audited Total	10-Month End 10/31/2013 Unaudited Total	10-Month End 10/31/2014 Unaudited Total
ASSETS					
Cash & Cash Equivalents	8,968,083	8,584,924	6,094,908	7,240,775	10,542,680
Investments	15,918,781	19,387,889	27,060,208	28,492,815	15,906,166
Accounts Receivable, Net	1,327,048	1,427,003	1,739,816	1,458,925	1,804,055
Other Receivables- current portion	3,152,954	2,622,319	1,879,849	2,545,625	2,183,405
Assets Limited as to Use- Current	35,636	30,441	29,623	29,770	26,115
Prepaid Expenses and Other-Current	939,116	962,417	950,292	325,026	278,136
TOTAL CURRENT ASSETS	30,341,618	33,014,993	37,754,696	40,092,935	30,740,556
Investments, Net of Current Portion	19,055,829	18,018,788	15,080,935	18,502,114	20,244,835
Assets Limited to Use, Net of Current	22,599,013	24,771,628	28,144,613	21,816,620	35,543,912
Property and Equipment, Net	57,553,764	60,178,450	60,906,499	58,715,492	61,773,083
Deferred Financing Costs, Net	553,526	424,850	356,173	377,619	277,532
Deposits	102,709	70,731	70,732	70,732	128,784
TOTAL ASSETS	130,206,459	136,479,440	142,313,648	139,575,511	148,708,703
CURRENT LIABILITIES					
Accounts Payable	943,627	1,626,053	1,780,179	553,472	717,250
Accrued Expenses and Other Current	1,951,581	2,372,820	1,667,946	3,068,370	3,404,395
Accrued Interest	35,636	30,441	29,623	29,770	26,115
Current Portion of Long-Term Debt	930,000	950,000	965,000	965,000	985,000
Wait List and Other Deposits	522,329	370,231	451,290	285,165	450,839
TOTAL CURRENT LIABILITIES	4,383,173	5,349,545	4,894,038	4,901,777	5,583,599
Long Term Debt Net of Current	27,200,000	26,250,000	25,285,000	25,285,000	24,300,000
Unearned Entrance Fees	56,409,709	57,956,288	58,904,211	58,812,636	60,163,607
Annuity Payment Liability	1,177,984	1,281,751	1,539,023	1,340,709	1,485,431
TOTAL LIABILITIES	89,170,866	90,837,584	90,622,272	90,340,123	91,532,637
NET ASSETS					
Unrestricted	31,726,362	35,108,744	39,474,054	37,646,032	42,780,360
Temporarily restricted	4,808,830	5,835,751	7,507,469	6,883,363	9,676,193
Permanently restricted	4,500,401	4,697,361	4,709,853	4,705,993	4,719,513
TOTAL NET ASSETS	41,035,593	45,641,856	51,691,376	49,235,388	57,176,066
TOTAL LIABILITIES AND NET ASSETS	130,206,459	136,479,440	142,313,648	139,575,511	148,708,703

John Knox Village of Florida, Inc. & Subsidiaries Consolidated Statement of Operations	Fiscal Year 12/31/2011 Audited Total	Fiscal Year 12/31/2012 Audited Total	Fiscal Year 12/31/2013 Audited Total	10-Month End 10/31/2013 Unaudited Total	10-Month End 10/31/2014 Unaudited Total
REVENUE, GAINS, AND OTHER SUPPORT					
Resident Fees and Services	32,095,632	33,477,660	34,868,267	28,888,636	30,177,577
Amortization of Earned Entrance Fees	9,085,246	9,445,199	9,295,997	7,609,872	8,288,010
Contributions	182,251	676,307	168,942	145,942	48,395
Investment Income and Realized Gains and Losses, Net	1,014,909	1,295,958	1,088,380	774,036	1,134,753
Net Assets Released from Restrictions	302,116	96,398	533,454	510,034	229,419
Total Revenues, Gains, and Support	42,680,154	44,991,513	45,955,040	37,928,520	39,878,154
EXPENSES					
Salaries and Benefits	20,677,241	21,864,750	22,176,425	18,358,379	19,085,814
Resident Services	9,008,798	9,799,888	10,259,182	8,249,526	8,760,633
General and Administrative	1,798,035	1,586,288	1,790,821	1,337,505	1,358,381
Insurance	1,248,686	1,151,959	1,226,344	1,004,545	993,537
Property Taxes	1,032,441	1,064,056	1,083,276	923,723	558,703
Interest	404,504	383,091	361,023	301,778	283,542
Depreciation and Amortization	5,438,744	5,635,569	5,215,597	5,731,654	6,055,884
Total Expenses	39,608,449	41,485,601	42,112,668	35,907,109	37,096,494
OPERATING INCOME	3,430,031	3,505,912	3,842,372	2,021,411	2,781,660
NON-OPERATING GAINS (LOSSES), NET					
Other	358,326	(1,800)	600	0	0
Total Non-Operating Gains (Losses), Net	358,326	(1,800)	600	0	0
EXCESS OF REVENUES OVER EXPENSES AND NON-OPERATING GAINS (LOSSES), NET	3,430,031	3,504,112	3,842,972	2,021,411	2,781,660
UNRESTRICTED NET ASSETS					
Unrealized Gain (Loss) on Other Than Trading Investments, Net	(525,686)	(64,066)	646,541	544,809	536,121
Change in Value of Split-Interest Agreements	117,288	(57,667)	(124,203)	(28,932)	(11,475)
Increase in Unrestricted Net Assets	3,021,633	3,382,379	4,365,310	2,537,288	3,306,306
TEMPORARILY RESTRICTED NET ASSETS					
Contributions	565,453	580,063	1,168,307	618,096	2,001,317
Investment Income and Realized Gains and Losses, Net	123,448	194,862	657,660	621,055	301,409
Unrealized Gain (Loss) on Investments, Net	(29,647)	405,544	550,457	367,751	(7,393)
Net Assets Released From Restrictions	(302,117)	(96,388)	(533,454)	(510,034)	(229,419)
Change in Value of Split-Interest Agreements	115,314	(57,158)	(171,252)	(49,256)	102,811
Transfer to Permanently Restricted Net Assets	(106,071)	-	-	-	-
Increase in Temporarily Restricted Net Assets	366,380	1,026,923	1,671,718	1,047,612	2,168,724

PERMANENTLY RESTRICTED NET ASSETS					
Contributions	189,571	196,960	12,492	8,632	9,660
Transfer from Temporarily Restricted Net Assets	106,071	-	-	-	-
Increase in Permanently Restricted Net Assets	295,642	196,960	12,492	8,632	9,660
INCREASE IN NET ASSETS	3,683,655	4,606,262	6,049,520	3,593,532	5,484,690

[Remainder of Page Intentionally Left Blank]

John Knox Village of Florida, Inc. & Subsidiaries Consolidated Statement of Cash Flows	Fiscal Year 12/31/2011 Audited Total	Fiscal Year 12/31/2012 Audited Total	Fiscal Year 12/31/2013 Audited Total	10-Month End 10/31/2013 Unaudited Total	10-Month End 10/31/2014 Unaudited Total
CASH FLOWS FROM OPERATING ACTIVITIES					
Increase in Net Assets	3,683,655	4,606,263	6,049,520	3,593,532	5,484,690
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities:					
Amortization of Entrance Fees	(9,085,246)	(9,445,199)	(9,295,997)	(7,609,872)	(8,288,010)
Entrance Fees and Additional Fees Received	12,430,745	11,419,399	10,943,170	8,478,345	9,715,794
Restricted Contributions Received	(755,024)	(777,023)	(1,180,799)	(626,728)	(2,010,977)
Depreciation and Amortization	5,438,744	5,635,569	5,215,597	5,731,654	6,055,884
Unrealized Gain on Investments Other Than Trading, Net	555,333	(341,478)	(1,196,998)	(912,560)	(528,728)
Change in Value of Split-Interest Agreements	(232,602)	114,825	295,455	78,188	(91,336)
Changes in Operating Assets and Liabilities:					
Accounts Receivable	(101,119)	(99,955)	(312,813)	(31,921)	(64,238)
Other Receivables	(723,493)	703,316	243,300	222,648	28,624
Prepaid Expenses and Other Current Assets	(138,233)	8,677	12,124	637,392	672,156
Accounts Payable	181,352	682,426	154,126	(1,072,581)	(1,062,930)
Accrued Expenses and Other Current Liabilities	(23,181)	421,238	(704,874)	710,550	1,756,449
Accrued Interest	34,094	(5,195)	(818)	(670)	(3,508)
Wait List and Other Deposits	(107,521)	(152,098)	81,059	(85,066)	(451)
Annuity Payment Liability	152,271	(11,058)	(38,183)	(19,230)	37,744
Net Cash Provided by Operating Activities	11,309,775	12,759,707	10,263,869	9,093,681	11,701,163
CASH FLOWS FROM INVESTING ACTIVITIES					
Net Change in Investments and Assets Limited to Use	(5,126,676)	(4,258,009)	(6,909,635)	(5,720,013)	(876,921)
Deposits	-	-	-	-	(58,052)
Purchase of Property and Equipment	(3,102,819)	(8,131,579)	(5,874,969)	(4,221,465)	(6,843,827)
Net Cash Used in Investing Activities	(8,229,495)	(12,389,588)	(12,784,604)	(9,941,478)	(7,778,800)
CASH FLOWS FROM FINANCING ACTIVITIES					
Principal Payments on Long-Term Debt	(915,000)	(930,000)	(950,000)	(965,000)	(985,000)
Proceeds from Restricted Contributions	755,024	777,023	1,180,799	626,728	2,010,977
Entrance Fees Refunded	(120,600)	(600,301)	(200,080)	(158,080)	(500,568)
Net Cash Provided (Used) by Financing Activities	(280,576)	(753,278)	30,719	(496,352)	525,409
NET DECREASE IN CASH AND CASH EQUIVALENTS 2,799,704		(383,159)	(2,490,016)	(1,344,149)	4,447,772
Cash and Cash Equivalents- Beginning of the Year	6,168,379	8,968,083	8,584,924	8,584,924	6,094,908
CASH AND CASH EQUIVALENTS- END OF YEAR	8,968,083	8,584,924	6,094,908	7,240,775	10,542,680
SUPPLEMENTAL CASH FLOWS INFORMATION					
Promissory Notes Issued for Entrance Fees	2,044,830	2,332,460	1,833,290	2,165,470	1,937,940

The Obligated Group Covenant Calculations Debt Service Coverage Ratio	Fiscal Year 12/31/2011 Audited Total	Fiscal Year 12/31/2012 Audited Total	Fiscal Year 12/31/2013 Audited Total	10-Month End 10/31/2013 Unaudited Total	10-Month End 10/31/2014 Unaudited Total
Increase (Decrease) in Net Assets	3,080,648	3,325,136	4,154,750	2,108,505	3,287,016
Less:					
Unrealized Gains	632,797	841,840	1,424,703	1,322,608	2,042,961
Add:					
Earned Entrance Fees and Refunds	(9,085,246)	(9,445,199)	(9,295,997)	(7,609,872)	(8,288,010)
Entrance Fee Refunds	(120,600)	(600,302)	(200,080)	(158,080)	(500,568)
Depreciation and Amortization	5,431,235	5,629,612	5,209,641	5,726,690	6,050,280
Non-Operating Gain	(358,652)	0	0	0	0
Interest Expense	433,937	386,490	361,024	301,778	283,541
Unrealized Losses	1,158,484	905,905	778,163	777,799	1,506,841
Cash Basis Entrance Fees Received	12,429,545	11,419,399	10,943,170	8,478,345	9,715,794
Net Income Available for Debt Service	12,336,554	10,779,201	10,525,968	8,302,557	10,011,933
Maximum Annual Debt Service Requirement	1,467,000	1,464,000	1,463,000	1,463,000	1,462,000
Actual Debt Service Coverage Requirement	**8.41x**	**7.36x**	**7.19x**	**5.68x**	**6.85x**
Requirement*	1.20x	1.20x	1.20x	1.20x	1.20x

*1.20x Debt Service Coverage is required pursuant to the financing documents for the Series 2010 Bonds. The Debt Service Coverage requirement for the Series 2015 Bonds is 1.10x.

[Remainder of Page Intentionally Left Blank]

The Obligated Group Covenant Calculations	Fiscal Year 12/31/2011 Audited Total	Fiscal Year 12/31/2012 Audited Total	Fiscal Year 12/31/2013 Audited Total	10-Month End 10/31/2013 Unaudited Total	10-Month End 10/31/2014 Unaudited Total
Unrestricted Cash	41,615,133	43,664,556	45,614,362	47,035,002	49,157,074
Operating Expenses:					
Operating Expenses	34,925,008	36,881,517	37,285,257	32,071,589	3,3167,833
All Interest Expenses and Fees	508,001	452,548	456,680	378,429	456,343
Subtotal	35,433,009	37,334,065	37,741,937	32,450,018	33,624,176
Less: Depreciation	(5,431,236)	(5,629,615)	(5,209,643)	(5,726,692)	(6,050,280)
Operating Expenses for Days' Cash on Hand Calculation	30,001,773	31,704,450	32,532,294	26,723,326	27,573,896
Number of Days In Period	365	366	365	304	304
Operating Expense Per day	82,197	86,624	89,130	87,906	90,704
Days' Cash on Hand	**506.29**	**504.07**	**511.78**	**535.06**	**541.95**
Covenant Requirement*	200	200	200	200	200
Days in excess (deficit) of covenant	306	304	312	335	342

John Knox Village of Florida, Inc. & Subsidiaries	December 31,			October 31,	
Consolidated Statement of Cash Flows	**2011**	**2012**	**2013**	**2013**	**2014**
Series 2010 Bonds	$28,130,000	$27,200,000	$26,250,000	$26,250,000	$25,285,000

*200 Days' Cash on Hand is required pursuant to the financing documents for the Series 2010 Bonds. The Days' Cash on Hand requirement for the Series 2015 Bonds is 100 Days' Cash on Hand.

[Remainder of Page Intentionally Left Blank]

Management Discussion and Analysis

The Series 2010 Bonds. The first step of the Borrower's plan of finance for the Project included modifications to the tax-exempt variable rate City of Pompano Beach, Florida Health Facilities Revenue Refunding Bonds (John Knox Village of Florida, Inc. Project), Series 2010 (the "Series 2010 Bonds"), which are privately placed with PNC Bank, National Association, through a reduction in the credit spread and extension of the mandatory tender on the Series 2010 Bonds from 2017 to 2024. The second step is the issuance of the Bonds as long-term fixed rate debt. This achieves the goals of matching the term of the Bonds to the life of the asset, eliminating, until September 2024, risks associated with renewal, interest rates and remarketing and provides a blended rate of capital that takes advantage of the current low interest rate environment.

10 Months Ended October 31, 2014. For the 10 months ended August 31, 2014, Operating Income approximated $2.8 million (7.0% of operating revenue) an increase of approximately $760,000 (38%) over the 10 months ended October 31, 2013. Salaries and Benefits for the 10 months remained consistent at 51% of total operating expenses compared to 51% for the prior 10 month period. Entrance Fees increased by approximately $1.2 million (15%) for the 10 months ended October 31, 2014 compared to the 10 months ended October 31, 2013. Total cash and investments of approximately $82 million as of October 31, 2014 have increased 7.7% compared to total cash and investments of approximately $76 million as of December 31, 2013.

The strong financial performance for the 10 months ended October 31, 2014 is a result of continued expense management by all of the Borrower's departments and reflects the results of continued corporate-wide efforts to managing employee related costs such as health insurance and overtime. In addition, with the successful conclusion of the property tax appeal which commenced in 2010, approximately $700,000 in property tax refunds have been received and are reflected in the Statement of Operations as reductions in property tax expense.

12 *Months Ended December 31, 2013.* For the 12 months ended December 31, 2013, Operating Income approximated $3.8 million (8.4% of operating revenue) an increase of approximately $300,000 (10%) over the 12 months ended December 31, 2012. Salaries and Benefits for the 12 months remained consistent at 53% of total operating expenses compared to 53% for the prior 12-month period. Entrance Fees remained strong at approximately $11.0 million, however they decreased by approximately $500,000 (4%) for the 12 months ended December 31, 2013 compared to the 12 months ended December 31, 2012. Total cash and investments of approximately $76.0 million as of December 31, 2013 increased 7.9% compared to total cash and investments of approximately $71.0 million as of December 31, 2012.

12 Months Ended December 31, 2012. For the 12 months ended December 31, 2012, Operating Income approximated $3.5 million (7.8% of operating revenue) an increase of approximately $75,000 (2%) over the 12 months ended December 31, 2011. Salaries and Benefits for the 12 months remained consistent at 53% of total operating expenses compared to 53% for the prior 12-month period. Entrance Fees remained strong at approximately $11.4 million, however they decreased by approximately $1.0 million (8%) for the 12 months ended December 31, 2012 compared to the 12 months ended December 31, 2011. Total cash and investments of approximately $70.0 million as of December 31, 2012 increased 6.3% compared to total cash and investments of approximately $67.0 million as of December 31, 2011.

APPENDIX B

AUDITED FINANCIAL STATEMENTS

APPENDIX C

MASTER INDENTURE, BOND INDENTURE AND LOAN AGREEMENT

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

APPENDIX E

PROPOSED FORM OF BOND COUNSEL OPINION

APPENDIX F

BOOK-ENTRY ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by DTC while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The Borrower believes the source of such information to be reliable, but neither the Borrower nor the Issuer take any responsibility for the accuracy or completeness thereof.

The Issuer cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, as hereinafter defined (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

"DTC Participants" means the securities brokers and dealers, banks, trust companies, and clearing corporations, which may include underwriters, agents, or dealers that clear through or maintain a custodial relationship with any of the foregoing, either directly or indirectly.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

General

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations.

DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Authority ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-

U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC is rated AA+ by Standard & Poor's. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Indenture. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments and redemption proceeds on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Bond Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Bond Trustee, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Bond Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Bond Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

Use of Certain Terms in Other Sections of this Official Statement

In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry Only System, and (ii) except as described above, notices that are to be given to registered owners under the Indentures will be given only to DTC.

Information concerning DTC and the Book-Entry Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by the Issuer or the Underwriter.

Effect of Termination of Book-Entry Only System

In the event that the Book-Entry Only System is discontinued by DTC or the use of the Book-Entry Only System is discontinued by the Issuer, the following provisions will be applicable to the Bonds. The Bonds may be exchanged for an equal aggregate principal amount of the Bonds in authorized denominations and of the same maturity upon surrender thereof at the principal office for payment of the Bond Trustee. The transfer of any Bond may be registered on the books maintained by the Bond Trustee for such purpose only upon the surrender of such Bond to the Bond Trustee with a duly executed assignment in form satisfactory to the Bond Trustee. For every exchange or transfer of registration of Bonds, the Bond Trustee and the Issuer may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer. The Issuer shall pay the fee, if any, charged by the Bond Trustee for the transfer or exchange. The Bond Trustee will not be required to transfer or exchange any Bond after its selection for redemption. The Issuer and the Bond Trustee may treat the person in whose name a Bond is registered as the absolute owner thereof for all purposes, whether such Bond is overdue or not, including for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on, such Bond.

Limitations

For so long as the Bonds are registered in the name of DTC or its nominee, Cede & Co., the Issuer and the Bond Trustee will recognize only DTC or its nominee, Cede & Co., as the registered owner of the Bonds for all purposes, including payments, notices and voting.

Under the Bond Indenture, payments made by the Bond Trustee to DTC or its nominee will satisfy the Issuer's respective obligations under the Bond Indenture and the Obligated Group's respective obligations under the Loan Agreement to the extent of the payments so made.

None of the Issuer, the Underwriter nor the Bond Trustee will have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, its nominee or any DTC Participant or Indirect Participant with respect to any beneficial ownership interest in any Bond, (ii) the delivery to any DTC Participant or Indirect Participant or any other Person, other than an owner, as shown in the Bond Register, of any notice with respect to any Bond including, without limitation, any notice of redemption, tender, purchase or any event that would or could give rise to a tender or purchase right or option with respect to any Bond, (iii) the payment to any DTC Participant or Indirect Participant or any other Person, other than an owner, as shown in the Bond Register, of any amount with respect to the principal of, premium, if any, or interest on, or the purchase price of, any Bond or (iv) any consent given by DTC as registered owner.

Prior to any discontinuation of the book-entry only system described above, the Issuer and the Bond Trustee may treat DTC as, and deem DTC to be, the absolute owner of the Bonds for all purposes whatsoever, including, without limitation, (i) the payment of principal of, premium, if any, and interest on the Bonds, (ii) giving notices of redemption and other matters with respect to the Bonds, (iii) registering transfers with respect to the Bonds, and (iv) the selection of Bonds for redemption. The Issuer and the Bond Trustee cannot give any assurances that DTC or the Participants will distribute payments of the principal or redemption price of and interest on the Bonds, paid to DTC or its nominee, as the registered owner of the Bonds, or any redemption or other notices, to the Beneficial Owners or that they will do so on a timely basis or that DTC will serve and act in the manner described in this Official Statement.

So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references in this Official Statement to the Holders of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners, and Cede & Co. will be treated as the only Bondholder of the Bonds for all purposes under the Bond Indenture.

The Issuer may enter into amendments to the agreement with DTC or successor agreements with a successor securities depository relating to the book-entry system to be maintained with respect to the Bonds without the consent of Beneficial Owners or Bondholders.

Meeting Date: 1/13/15 Agenda Item 22

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation

SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING WEST OF BLANCHE ELY AVENUE (NW 6TH AVENUE) AND SOUTH OF NW 15TH STREET AND COMMONLY KNOWN AS 600-800 NW 15TH STREET FROM RS-4 (SINGLE-FAMILY RESIDENTIAL) AND B-2 (COMMUNITY BUSINESS) TO RM-12 (MULTI-FAMILY RESIDENTIAL); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

This approximate 9.03-acre property is generally located west of NW 6th Avenue and south of NW 15th Street. The property is owned by the Abyssinian Baptist Church and Habitat of Humanity Broward, Inc. This request is to rezone the property from RS-4 (Single-Family Residential) and B-2 (Community Business) to RM-12 (Multi-Family Residential). The Land Use designation for the 6.71-acre western parcel is M (Medium Residential) and Land Use Designation for the 2.32-acre eastern parcel is C (Commercial). The purpose for the rezoning is to allow Habitat for Humanity to build single-family and duplexes on the property. It would also bring the zoning into conformance with the Land Use Designation for the western parcel. The applicant has submitted a concurrent 21-unit Flex Allocation request on the 2.32-acre parcel that has a Commercial Land Use designation (the resolution for such will be heard at this Ordinance's second reading). On October 22, 2014, the Planning & Zoning Board approved this rezoning request with a 6-1 vote.

(1) Origin of request for this action: Habitat for Humanity Broward, Inc.
(2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	09/16/14	Approval	Memo# 14-410
City Attorney	10/24/14	See Memo	CAC# 2015-141

X Planning and Zoning Board Approval Memo #14-065
X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance		Resolution		Consideration	
Workshop					
1st Reading APPROVED	12/9/14	1st Reading		Results:	Results:
2nd Reading	1/13/15				

g:\zoning 2009\rezonings & lupa's\2014\14-13000008 - habitat for humanity\cc\agenda form.doc

City Attorney's Communication #2015-141
October 24, 2014

TO: Maggie Barszewski, AICP, Planner

FROM: Gordon B. Linn, City Attorney

RE: Rezoning Ordinance – Habitat For Humanity

As requested in your memorandum to me dated October 23, 2014, Development Services Memorandum #14-481, the following form of Ordinance, relative to the above-referenced matter, has been prepared and is attached:

> **AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING WEST OF BLANCHE ELY AVENUE (NW 6TH AVENUE) AND SOUTH OF NW 15TH STREET AND COMMONLY KNOWN AS 600-800 NW 15TH STREET FROM RS-4 (SINGLE-FAMILY RESIDENTIAL) AND B-2 (COMMUNITY BUSINESS) TO RM-12 (MULTI-FAMILY RESIDENTIAL); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

GORDON B. LINN

GBL/ds
l:cor/dev-srv/2015-141
Enc.

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING WEST OF BLANCHE ELY AVENUE (NW 6TH AVENUE) AND SOUTH OF NW 15TH STREET AND COMMONLY KNOWN AS 600-800 NW 15TH STREET FROM RS-4 (SINGLE-FAMILY RESIDENTIAL) AND B-2 (COMMUNITY BUSINESS) TO RM-12 (MULTI-FAMILY RESIDENTIAL); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, fourteen (14) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach, Florida; and

WHEREAS, a public hearing before the City Commission was held pursuant to the aforesaid notice, at which hearing the parties in interest and all other citizens so desiring, had an opportunity to be, and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the City Commission of the City of Pompano Beach, having considered the evidence and argument presented at the public hearing, finds:

SECTION 2. That the property more particularly described in Exhibit "A," attached hereto and made a part hereof ("Property), which Property is hereby rezoned from a present zoning classification of RS-4 (Single-Family Residential) and B-2 (Community Business) to

RM-12 (Multi-Family Residential) as said zoning classification is defined by Chapter 155 of the Code of Ordinances of the City of Pompano Beach, Florida.

SECTION 3. That the Development Services Director is hereby directed to mark the zoning provided for in this Ordinance on the Official Zoning Map of the City of Pompano Beach.

SECTION 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 5. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2014.

PASSED SECOND READING this _____ day of _____, 2014.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK
GBL/ds
10/24/14
l:ord/2015-67

Exhibit A

Legal Description

PARCEL "A" ABYSSINIAN BAPTIST CHURCH OF CHRIST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 167, AT PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

TOGETHER WITH;

ALL THAT PART OF THE NW ¼ OF THE NE ¼ OF THE NW ¼ LYING WEST OF AND ADJACENT TO NW 6TH AVENUE, LESS THE F.E.C. RAILROAD RIGHT OF WAY OF THE SOUTH 150 FEET AND NORTH 35 FEET WHICH HAS BEEN DEDICATED FOR ROAD RIGHT-OF-WAY OF NW 15TH STREET, ALL IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA;

AND

THE EAST 100 FEET OF THE E ½ OF THE NE ¼ OF THE NW ¼ OF THE NW ¼, EXCEPT THE SOUTH 150 FEET FOR FLORIDA EAST COAST RIGHT-OF-WAY AND EXCEPT THE NORTH 35 FEET THEREOF, DEDICATED FOR STREET RIGHT-OF-WAY, IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #14-065

DATE: October 28, 2014

TO: City Commission

FROM: Planning and Zoning Board/ Local Planning Agency

SUBJECT: REZONING – RM-12 (Residential Multifamily 12) from RS-4 (Residential Single Family 4) and B-2 (Community Business)
600-800 NW 15 ST
P & Z #14-13000008 Habitat for Humanity of Broward

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on October 22, 2014, the Board considered the request by **Habitat for Humanity of Broward / Abyssinian Baptist Church of Christ, Inc.** requesting REZONING of the above referenced properties.

As it is consistent with the goals, objectives, and policies of the Comprehensive Plan stated in Administrative Report 14-410, it is the recommendation of the Board by a 6-1 vote (Mr. Evans dissenting) that the REZONING request be approved with the following two (2) conditions of staff:

1. Prior to City Commission approval, applicant to submit for voluntary recordation of deed restriction to limit development to 80 fee-simple dwelling units
2. Prior to City Commission approval, applicant to submit for voluntary recordation of deed restriction that all access shall be through public streets and no direct access shall be permitted to either NW 15th Street or NW 6th Avenue

Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

mds
G:\Zoning 2009\Rezonings & LUPA's\2014\14-13000008 - Habitat For Humanity\PZ\P&Z Approval Memo 14-065.doc

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 14-410

DATE: September 16, 2014

TO: Planning and Zoning Board

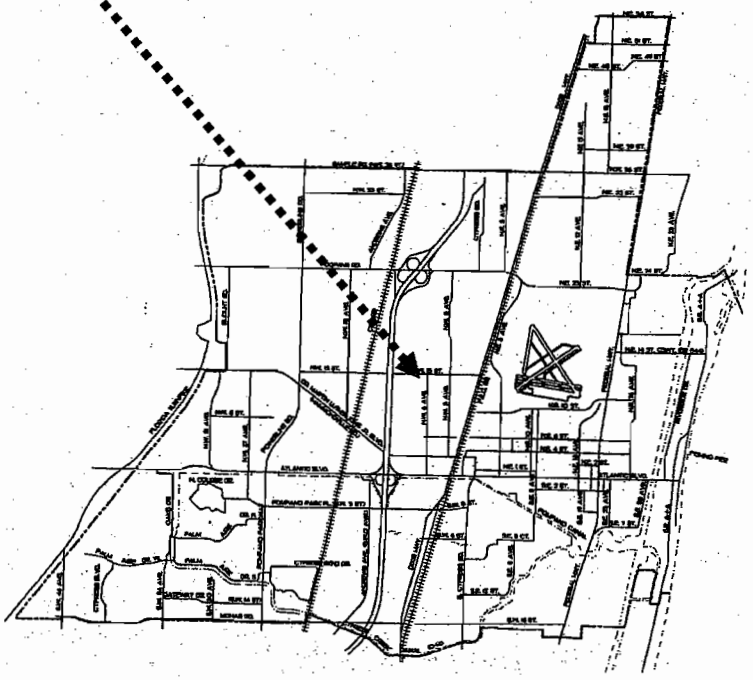
VIA: Robin M. Bird, Development Services Director

FROM: Maggie Barszewski, AICP, Planner

RE: Habitat for Humanity Rezoning
September 24, 2014 meeting P&Z # 14-13000008

This approximate 9.03 acre property is located at 600-800NW 15th Street. The property is owned by the Abyssinian Baptist Church of Christ, Inc. The applicant is requesting a rezoning from RS-4 (Single-Family Residential) on 7.87 acres and B-2 (Community Business) on 1.16 acres to RM-12 (Multi-Family Residential) on the entire 9.03 acres. The Land Use designation for 6.71 acres of the residentially-zoned property is M (Medium Residential), the balance of the property or 2.32 acres has a C (Commercial) Land Use designation. The purpose of the rezoning request is to allow the development of a combination of single-family, duplexes and townhouses. Approval of the request would result in Zoning and Land Use designation consistency for 6.71 acres of Medium Residential. The applicant will be requesting Flex allocation for the 2.32 acres of the subject property that has a Commercial Land Use designation.

600-800 NW 15th Street



LEGEND

FOR LAND USE PLAN

	Symbol	Classification Units/ Acre
		Gross Residential Density
		Residential
	E	Estate
	L	Low
	LM	Low- Medium
*	M	Medium
	MH	Medium-High
	H	High
*	C	Commercial
	CR	Commercial Recreation
	I	Industrial
	T	Transportation
	U	Utilities
	CF	Community Facilities
	OR	Recreation & Open Space
	W	Water
	RAC	Regional Activity Center
		Boundaries
		City of Pompano Beach
	13	Number

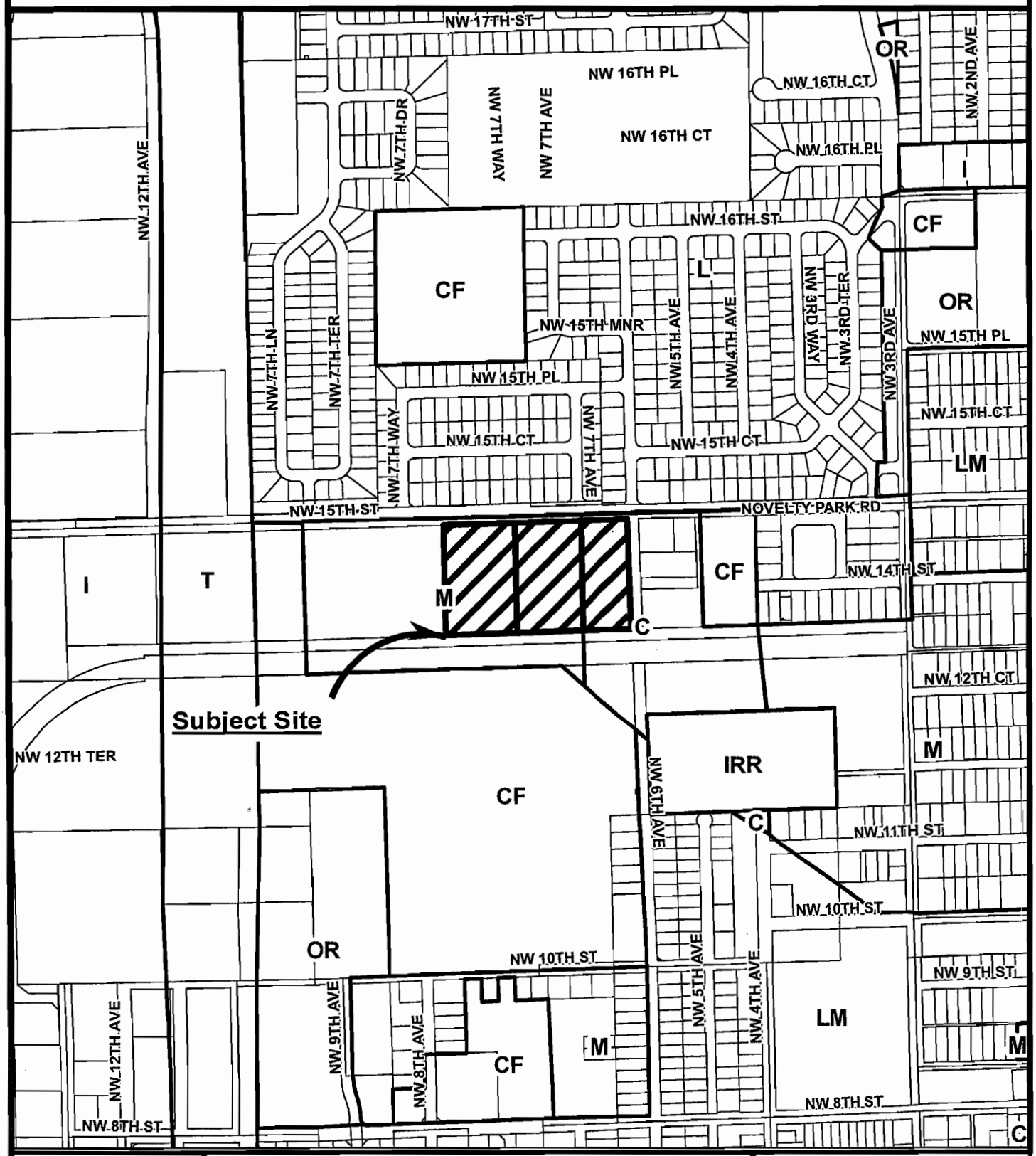
Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

FOR ZONING MAP

	Symbol	District
	RS-1	One-Family Residence
	RS-2	One-Family Residence
	RS-3	One-Family Residence
*	RS-4	One-Family Residence
	RD-1	Two- Family Residence
>	RM-12	Multi-Family Residence
	RM-20	Multi-Family Residence
	RM-30	Multi-Family Residence
	RM-45	Multi-Family Residence
	RM-45/HR	Overlay
	RPUD	Residential Planned Unit Dev.
	AOD	Atlantic Boulevard Overlay District
	MH-12	Mobile Home Park
	B-1	Limited Business
*	B-2	Neighborhood Business
	B-3	General Business
	B-4	Heavy Business
	RO	Residence Office
	M-1	Marina Business
	M-2	Marina Industrial
	I-1	General Industrial
	I-1X	Special Industrial
	O-IP	Office Industrial Park
	BP	Business Parking
	BSC	Planned Shopping Center
	PCI	Planned Commercial / Industrial Overlay
	PR	Parks & Recreation
	CR	Commerical Recreation
	CF	Community Facilities
	T	Transportation
	PU	Public Utility

*	**Existing**
>	**Proposed**

CITY OF POMPANO BEACH
OFFICIAL LAND USE MAP



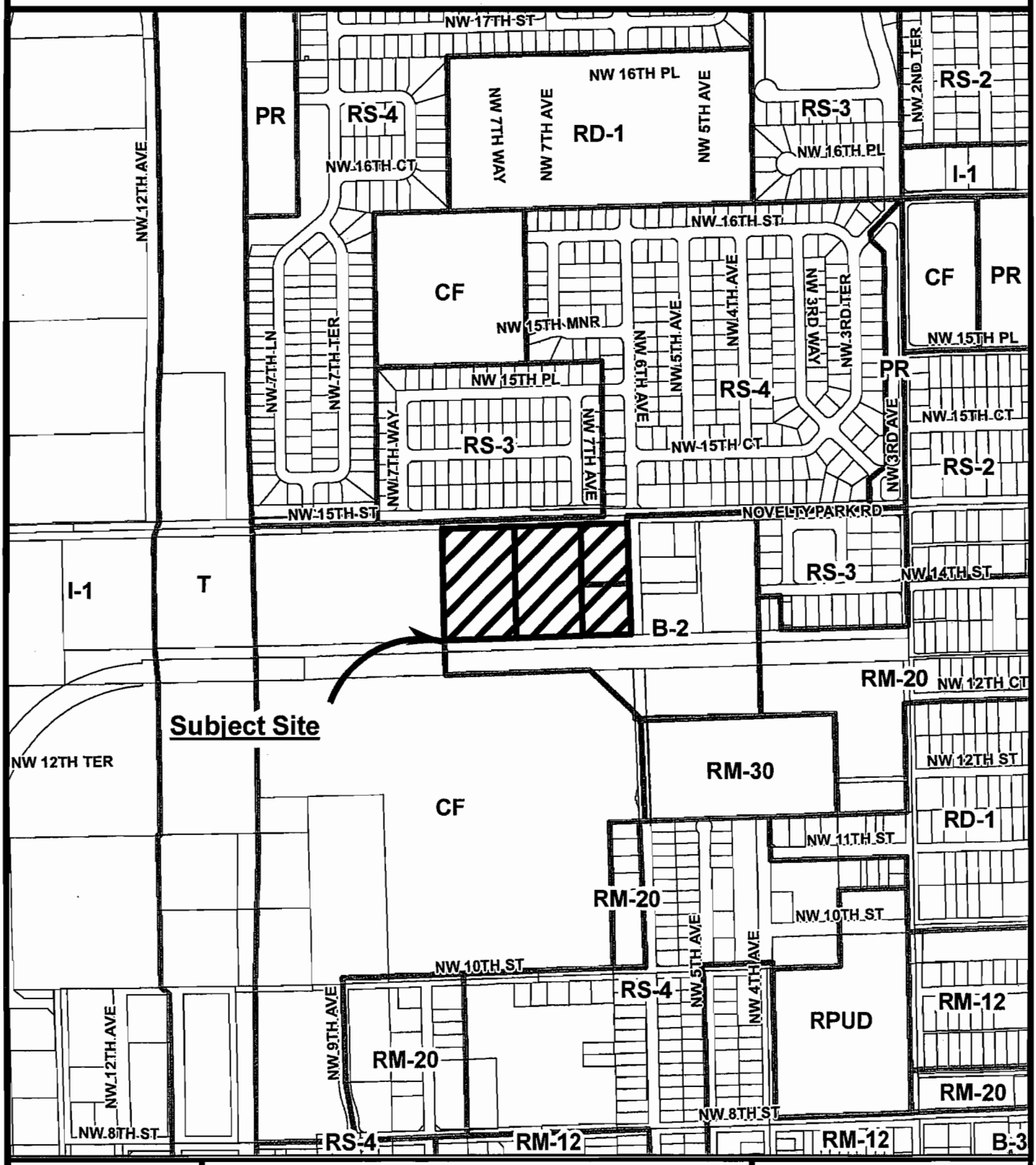
1 in = 600 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

9/9/2014 DeSMat \\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2014\14-13000008.mxd

CITY OF POMPANO BEACH
OFFICIAL ZONING MAP



1 in = 600 ft

9/9/2014 DeSMat

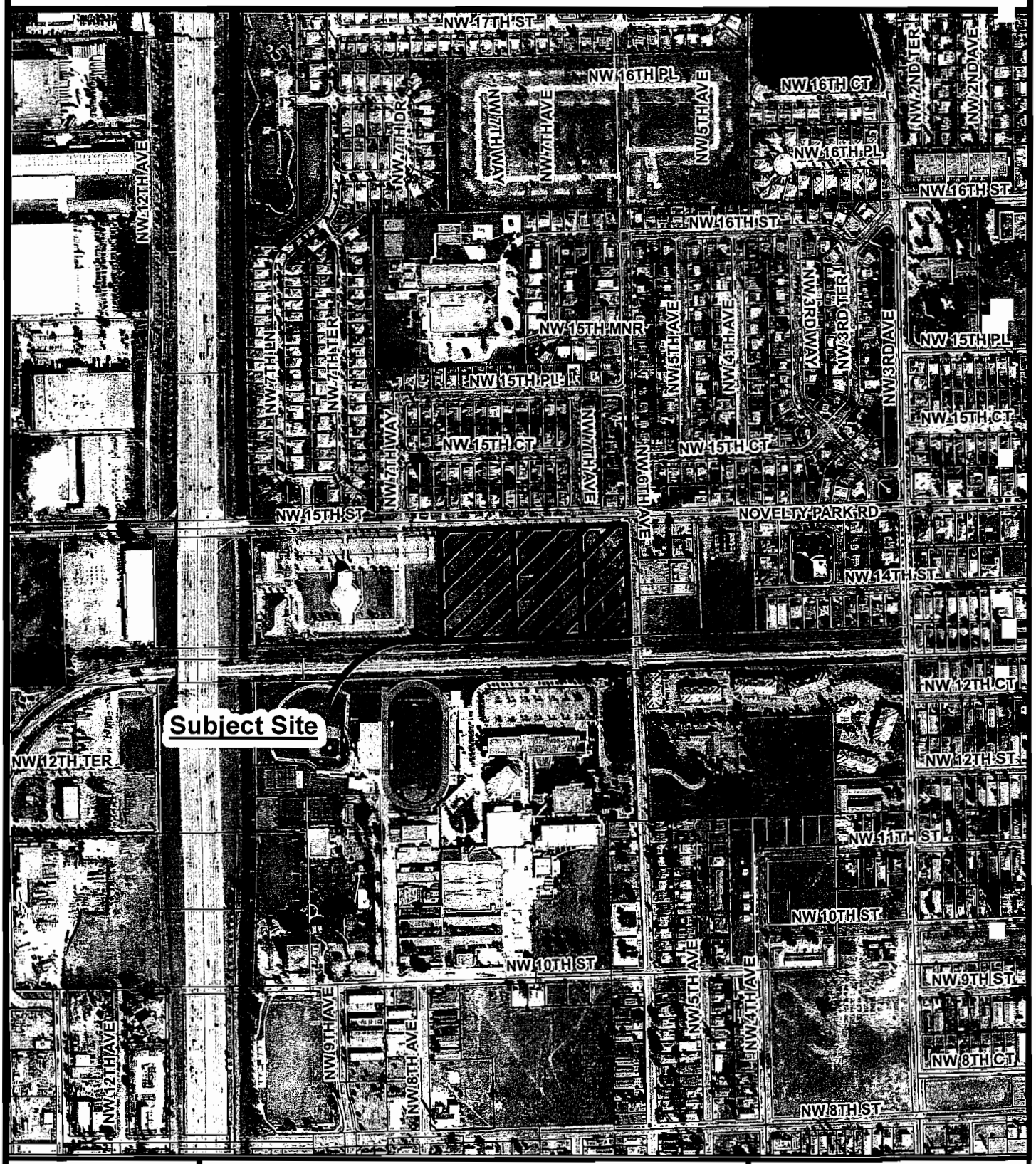
4

\\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2014\14-13000008.mxd

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH
AERIAL MAP

N



1 in = 600 ft

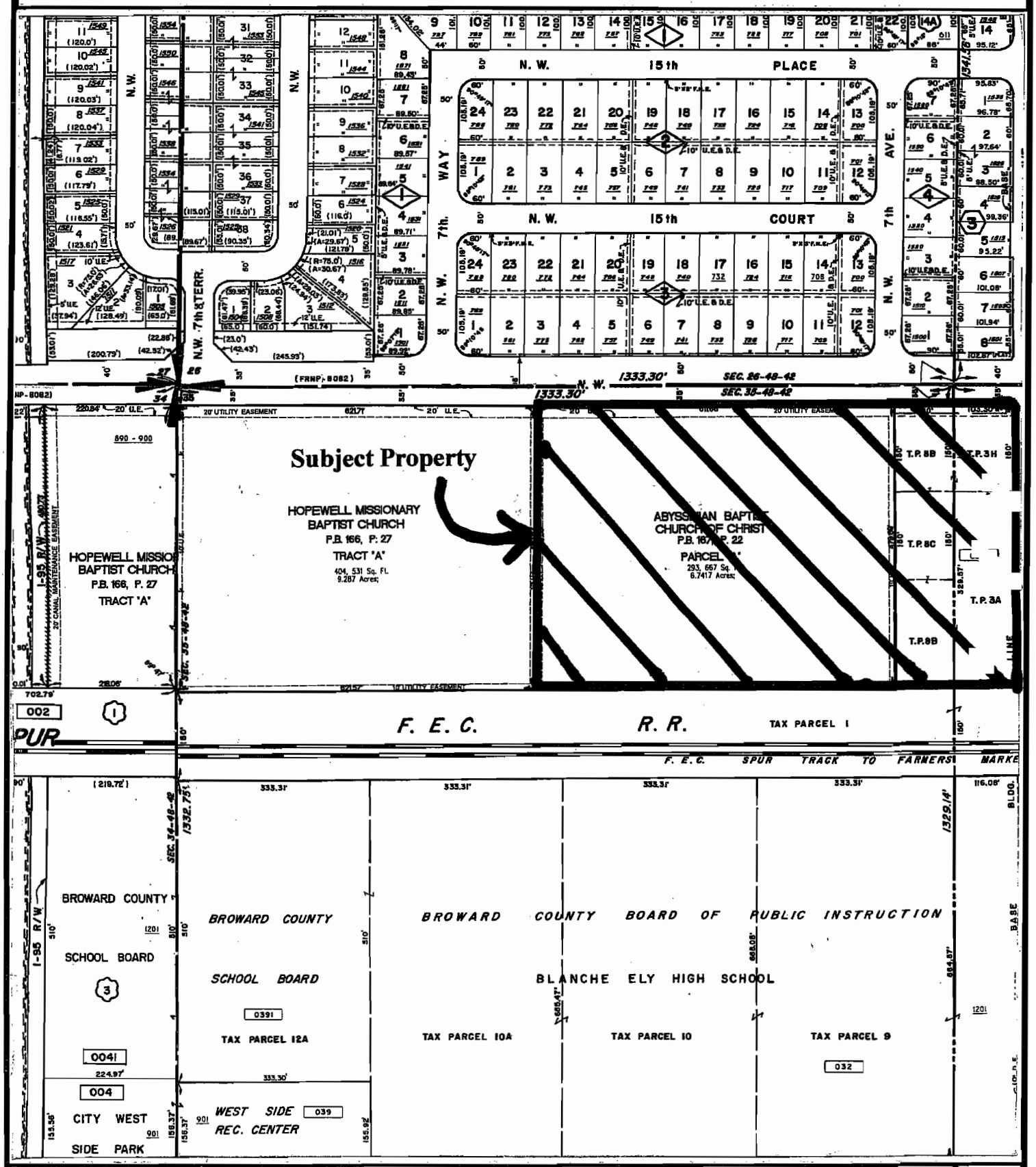
9/9/2014 DeSMat

5

\\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2014\14-13000008.mxd

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH
PLAT MAP



SCALE: NTS

NORTH

REVIEW & SUMMARY

A. Pursuant to Section 157.31(A) [Major Review: Development Review Committee Report and Notice to Applicant], the Development Services Director has compiled the department comments from the November 6, 2013 Development Review (DRC) meeting which are summarized below:

Planning Division:

Engineering Department: No comments.

Fire Department: This P&Z application is able to meet all of the Fire Department requirements at this time for REZONING ONLY. Site plan approval will be required, maintaining all proper fire department access and water supply requirements as per chapter 18 of NFPA 1 as amended from time to time.

*Additional comments may follow throughout the remainder of the permitting process. The buildings shall be in compliance with All NFPA Standards prior to receiving Fire Department approval.

Solid Waste:

Urban Forestry: No objection at this time. Comments will be rendered at time of site plan submittal.

Building Inspections: Additional comments may follow throughout the remainder of the permitting process.

Zoning: Applicant must include a request for Flex Units since a portion of the property lies on property with Commercial Land Use.

B. Zoning Department staff submits the following factual information which is relevant to this rezoning request:

1. The rezoning was reviewed by DRC on August 20th, 2014.

2. The property is located at 600-800 NW 15th Street.

3. The area to be rezoned is approximately 9.03 acres (approximately 393,600 square feet).

4. The Zoning and uses of adjacent properties are:
   North – (RS-4) – Single-Family Residential
   South – (B-2) – High School

East – (B-2) – Retail/Commercial
West – (CF) – Church

5. The main access to this property will be from NW 6th Avenue.

6. The Land Use Designation is M (Medium Residential and C (Commercial).

C. The following goals, objectives and policies of the City's Comprehensive Plan have been identified as pertinent to this rezoning:

Goal

01.00.00 The attainment of a living environment which provides the maximum physical, economic and social well being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policies

01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

01.03.12 The following criteria may be used in evaluating rezoning requests:

1. Density;
2. Design;
3. Distance to similar development;
4. Existing adjoining uses;
5. Proposed adjoining uses;
6. Readiness for redevelopment of surrounding uses; and.
7. Proximity to mass transit.

01.07.21 Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.

01.07.22 The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.

Objective Urban Infill Criteria

01.12.00 Establish criteria which encourage development of urban infill and community redevelopment areas to promote economic development, increase housing opportunities and maximize the use of existing public facilities and services.

D. Recommendation:

Given the information provided to the Board, as the findings of fact, staff provides the following recommendation and alternative motions, which may be revised or modified at the Board's discretion.

Alternative Motion I

Recommend approval of the rezoning of the request from RS-4 (Single-Family Residential) and B-2 (Community Business) to RM-12 (Multi-Family Residential) with Flex allocation since it is consistent with the following goals, objectives and policies of the Comprehensive Plan, specifically:

Policies

01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

01.03.12 The following criteria may be used in evaluating rezoning requests:

1. Density;
2. Design;
3. Distance to similar development;
4. Existing adjoining uses;
5. Proposed adjoining uses;
6. Readiness for redevelopment of surrounding uses; and.
7. Proximity to mass transit.

01.07.21 Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.

01.07.22 The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.

Objective Urban Infill Criteria

01.12.00 Establish criteria which encourage development of urban infill and community redevelopment areas to promote economic development, increase housing opportunities and maximize the use of existing public facilities and services.

Alternative Motion II

Table this application for additional information as requested by the Board.

Alternative Motion III

Recommend denial as the Board finds that the request is not consistent with the goals, objectives and policies of the Comprehensive Plan.

STAFF RECOMMENDS ALTERNATIVE MOTION I

p mpano beach
Florida's Warmest Welcome

City of Pompano Beach
Department of Development Services
Planning & Zoning Division

PZ# 14-13000008 (West Parcel)

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 **Fax:** 954.786.4666

Request for Site Specific Rezoning

VACANT LAND in POMPANO BEACH		
STREET ADDRESS		
167-22B PARCEL A W/3	17.42 Folio #484235750020	
Subdivision	**Block**	**Lot**

Representative or Agent's interest in property (Owner, Lessee, Etc)	OWNER
Has any previous application(s) been filed?	Yes _____ No X
If Yes, give date of hearing and finding	

Agent or Representative	Landowner (Owner of Record)
HABITAT for HUMANITY of BROWARD	HABITAT for HUMANITY of BROWARD
Business Name (if applicable)	**Business Name (if applicable)**
PERRY L. ECTON	by: PERRY L. ECTON
Print Name and Title	**Print Name and Title**
Signature	**Signature**
7/23/14	7/23/14
Date	**Date**
3564 NORTH OCEAN Blvd.	3564 North OCEAN Blvd.
Street Address	**Street Address**
FT. LAUDERDALE, FL 33308	FT. LAUDERDALE, FL 33308
Mailing Address City/ State/ Zip	**Mailing Address City/ State/ Zip**
954-396-3030	954-396-3030
Phone Number	**Phone Number**
PERRY@habitatbroward.org	PERRY@habitatbroward.org
Email	**Email**
Indicate your preferred medium to receive agendas and notifications: ___ Mail X E-Mail	Indicate your preferred medium to receive agendas and notifications: ___ Mail X E-Mail

pompano beach
Florida's Warmest Welcome

City of Pompano Beach
Department of Development Services
Planning & Zoning Division

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 **Fax:** 954.786.4666

Request for Site Specific Rezoning

OWNER'S CERTIFICATE

This is to certify that I am the owner of the subject lands described in this application and that I have authorized the filing of the aforesaid application for rezoning.

Owner's Name: Habitat for Humanity of Broward, Inc.
(Print or Type)

Address: 3564 N. Ocean Blvd.
Ft. Lauderdale, FL 33308
(Zip Code)

Phone: 954-396-3030

Email address: Perry@habitatbroward.org

(Signature of Owner or Authorized Official)

SWORN AND SUBSCRIBED before me this 23 day of July, 2014.

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, stamp, or Type as Commissioned.)

MIREYA FURELOS
Notary Public - State of Florida
My Comm. Expires Apr 8, 2016
Commission # EE 187302

[✓] Personally know to me, or
[ ] Produced identification: _____
(Type of Identification Produced)

P2# 14-13000008
(East Parcels)

p mpano beach
Florida's Warmest Welcome

City of Pompano Beach
Department of Development Services
Planning & Zoning Division

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 **Fax:** 954.786.4666

Request for Site Specific Rezoning

VACANT LAND IN POMPANO BEACH		
STREET ADDRESS		
FOLIO NO. 484235-00-0280/484235-75-0010		
Subdivision	**Block**	**Lot**
Representative or Agent's interest in property (Owner, Lessee, Etc)	Owner	
Has any previous application(s) been filed?	Yes _____ No X	
If Yes, give date of hearing and finding		

Agent or Representative	Landowner (Owner of Record)
David R. Roy, P.A.	Abyssinian Baptist Church of Christ Inc
Business Name (if applicable)	**Business Name (if applicable)**
David R. Roy, Esq.	Barbara R. Martin, Director
Print Name and Title	**Print Name and Title**
	Barbara R. Martin
Signature	**Signature**
7/28/14	7/28/14
Date	**Date**
4209 N. Federal Hwy	820 NW 2nd Avenue
Street Address	**Street Address**
Pompano Beach, FL 33064	Pompano Beach, FL 33060
Mailing Address City/ State/ Zip	**Mailing Address City/ State/ Zip**
954-784-2961	
Phone Number	**Phone Number**
david@davidrroy.com	barbara.r.martin@browardschools.com
Email	**Email**
Indicate your preferred medium to receive agendas and notifications: ___ Mail X E-Mail	Indicate your preferred medium to receive agendas and notifications: ___ Mail X E-Mail

p mpano beach
Florida's Warmest Welcome

City of Pompano Beach
Department of Development Services
Planning & Zoning Division

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 **Fax:** 954.786.4666

Request for Site Specific Rezoning

OWNER'S CERTIFICATE

This is to certify that I am the owner of the subject lands described in this application and that I have authorized the filing of the aforesaid application for rezoning.

Owner's Name: (Print or Type) Abyssinian Baptist Church of Christ, Inc.

Address: 820 NW 2nd Avenue

Pompano Beach, FL 33060

(Zip Code)

Phone:

Email address: barbara.r.martin@browardschools.com

Barbara R. Martin

(Signature of Owner or Authorized Official)

SWORN AND SUBSCRIBED before me this 28 day of JULY, 2014.

NOTARY PUBLIC, STATE OF FLORIDA

David R. Roy

(Name of Notary Public: Print, stamp, or Type as Commissioned.)

[✓] Personally know to me, or
[ ] Produced identification: _____
(Type of Identification Produced)

DAVID R. ROY
MY COMMISSION # EE 121026
EXPIRES: November 24, 2015
Bonded Thru Notary Public Underwriters

Meeting Date: January 13, 2015 Agenda Item 23

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

____ Consent X Ordinance ____ Resolution ____ Consideration ____ Workshop

SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A TWO (2) FOOT PORTION OF A SIX (6) FOOT UTILITY EASEMENT LOCATED NEAR THE NORTHWEST CORNER OF SE 3RD STREET AND SE 15TH AVENUE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The Petitioner is requesting to abandon a two-foot portion of a six-foot utility easement located at 1433 SE 3rd Street. There is an existing pool encroaching into the easement and the applicant desires to ensure clearance of the easement for that structure. There are no utilities within the abandonment area. This request was recommended for approval unanimously by the Planning & Zoning Board.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Amy Sanders, Property Owner
(2) Primary staff contact: Maggie Barszewski / Robin Bird Ext. 7921
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	9/15/2014	Approval	P&Z # 14-409
City Attorney	12/2/2014	—	CAC # 2015-280

X Planning & Zoning Board P&Z Memo # 14-063

x City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

City Attorney's Communication #2015-280
December 2, 2014

TO: Maggie Barszewski, AICP, Planner

FROM: Gordon B. Linn, City Attorney

RE: Ordinance Vacating a portion of a Platted Easement at 1433 SE 3rd Street

As requested in your memorandum of December 1, 2014, Department of Development Services Memorandum #14-463, the following form of ordinance, relative to the above-referenced matter, has been prepared and is attached:

> **AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A TWO (2) FOOT PORTION OF A SIX (6) FOOT UTILITY EASEMENT LOCATED NEAR THE NORTHWEST CORNER OF SE 3RD STREET AND SE 15TH AVENUE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

GORDON B. LINN

GBL/jrm
l:cor/dev-srv/2015-280

Attachment

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A TWO (2) FOOT PORTION OF A SIX (6) FOOT UTILITY EASEMENT LOCATED NEAR THE NORTHWEST CORNER OF SE 3RD STREET AND SE 15TH AVENUE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; and

WHEREAS, the City Commission has received a request for the abandonment of a two (2) foot portion of a six (6) foot utility easement located near the northwest corner of SE 3rd Street and SE 15th Avenue; and

WHEREAS, the Planning and Zoning Board has made its recommendation upon said request; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. It is hereby found and determined by the City Commission that the public health, welfare, safety and necessity no longer require retention of any interest by the public in that certain utility easement as more fully described below.

SECTION 2. It is hereby further found and determined that abandonment and vacation of that certain utility easement will not have a detrimental effect upon the surrounding property or area.

SECTION 3. That the City of Pompano Beach does hereby abandon and vacate the following described utility easement:

See Exhibit "A" attached hereto and incorporated herein as if set forth in full.

SECTION 4. That the City Clerk is hereby instructed to record this Ordinance in the Public Records of Broward County, Florida.

SECTION 5. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/2/14
L:ord/2015-125

Exhibit A

Legal Description

ABANDONMENT OF PORTION OF A SIX (6) UTILITY EASEMENT AT THE REAR OF A LOT OF A PROPERTY BY THE PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY BY MEMORANDUM #14-063, DESCRIBED AS FOLLOWS:
THE SOUTH TWO (2) FEET OF THE SIX (6) FEET UTILITY EASEMENT ON THE NORTH SIDE OF LOT 2, IN BLOCK 6 OF "SNUG HARBOR SECTION ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #14-063

DATE: October 15, 2014

TO: City Commission

FROM: Planning and Zoning Board/ Local Planning Agency

SUBJECT: Abandonment – AMY SANDERS
1433 SE 3rd ST
P&Z# 14-27000003

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on September 24, 2014, the Board considered the request by **Amy Sanders** requesting ABANDONMENT of approximately 130 square feet of a utility easement at 1433 SE 3rd St.

It is the unanimous recommendation of the Board that the ABANDONMENT request be approved.

Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

mds
G:\Zoning 2009\Vacation- Abandonments\2014\14-27000003 - Amy Sanders (1433 SE 3 ST)\PZ\P&Z Approval Memo 14-063.doc

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Development Services

MEMORANDUM NO. 14-409

DATE: September 15, 2014

TO: Planning & Zoning Board

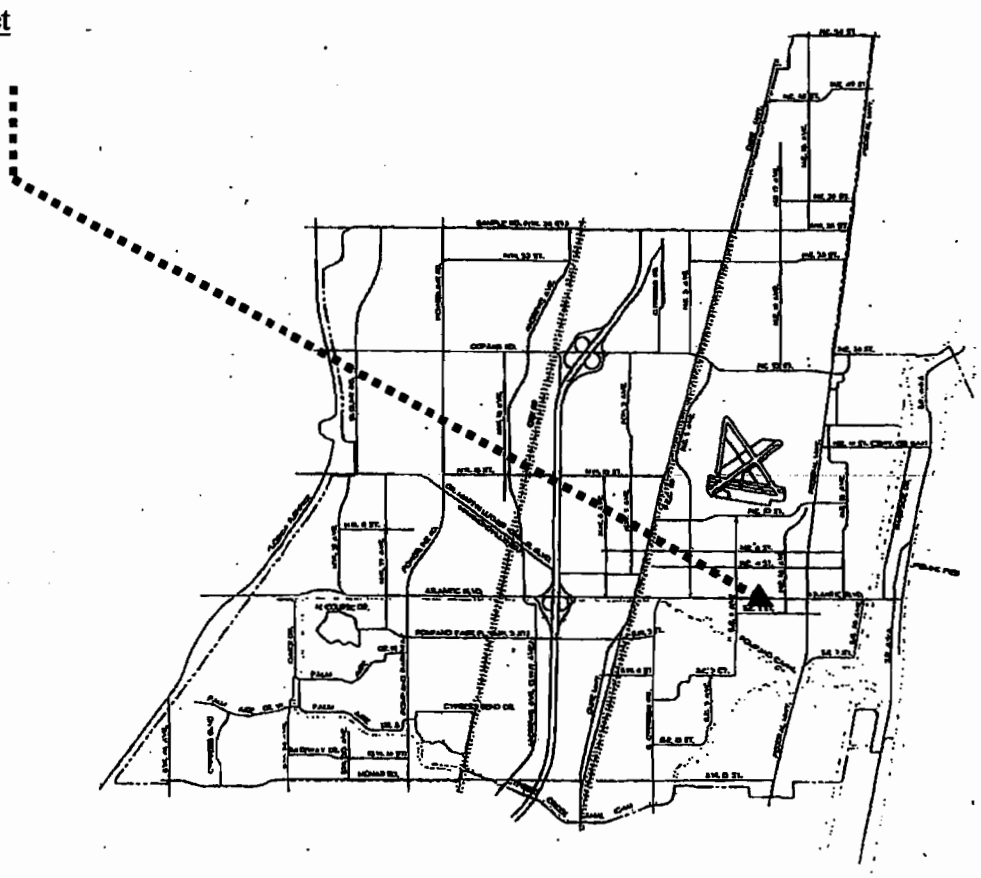
VIA: Robin M. Bird, Development Services Director

FROM: Maggie Barszewski, AICP, Planner

RE: Request to Vacate a portion of a Utility Easement for an Encroaching Patio Located at 1433 SE 3rd Street **P & Z # 14-27000008**

The Applicant is requesting a 2-foot portion of a 6-foot utility easement be abandoned at 1433 SE 3rd Street for an existing pool patio that encroaches into the easement. There are no utilities located within the 2-foot portion to be abandoned. The area to be abandoned is approximately 130 square feet.

1433 SE 3rd Street



LEGEND

FOR LAND USE PLAN

Symbol	Classification Units/ Acre
	Gross Residential Density
	Residential
E	Estate
* L	Low
LM	Low- Medium
M	Medium
MH	Medium-High
H	High
C	Commercial
CR	Commercial Recreation
I	Industrial
T	Transportation
U	Utilities
CF	Community Facilities
OR	Recreation & Open Space
W	Water
RAC	Regional Activity Center
	Boundaries
	City of Pompano Beach
13	Number

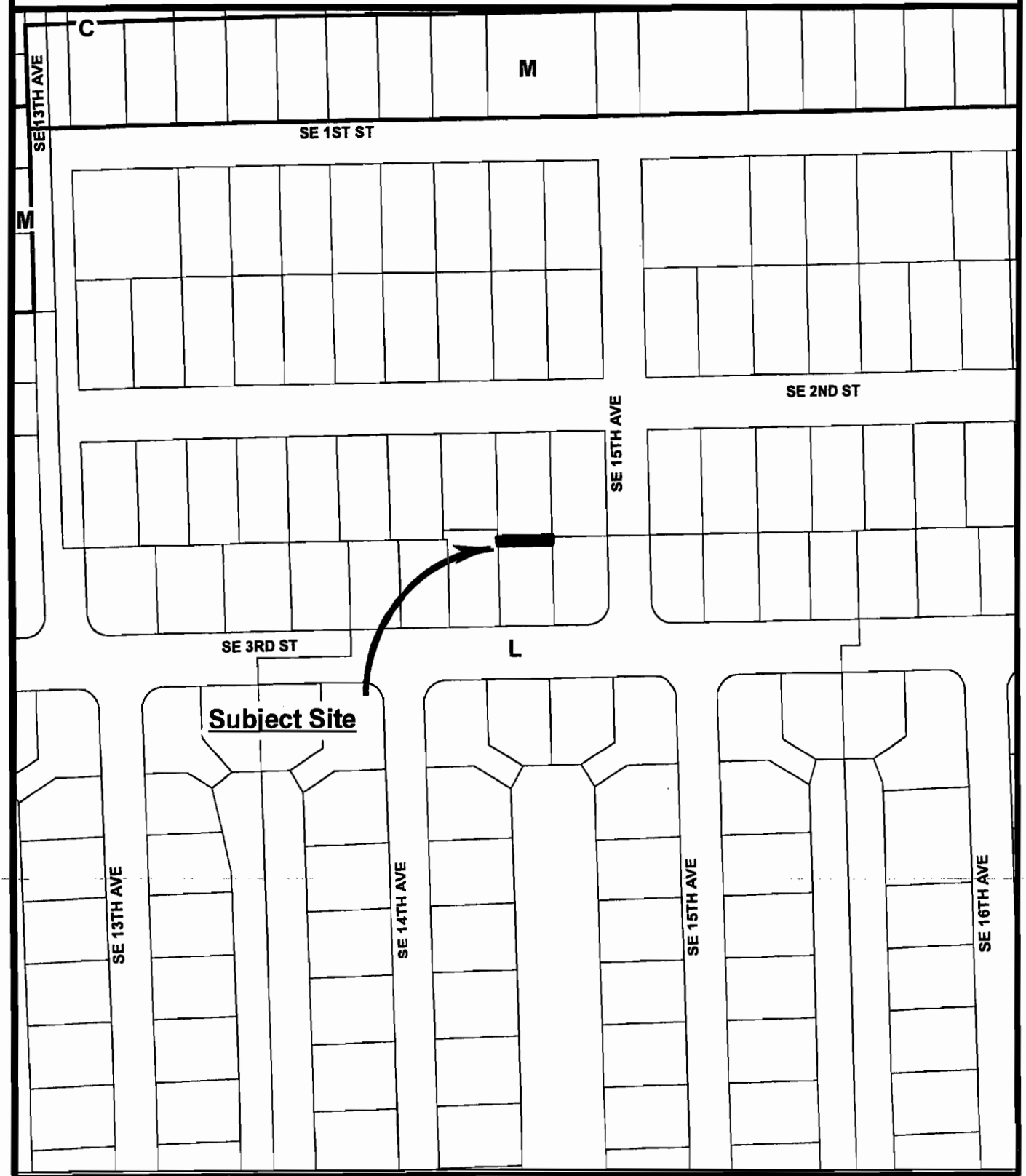
Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

FOR ZONING MAP

Symbol	District
RS-1	One-Family Residence
* RS-2	One-Family Residence
RS-3	One-Family Residence
RS-4	One-Family Residence
RD-1	Two- Family Residence
RM-12	Multi-Family Residence
RM-20	Multi-Family Residence
RM-30	Multi-Family Residence
RM-45	Multi-Family Residence
RM-45/HR	Overlay
RPUD	Residential Planned Unit Dev.
AOD	Atlantic Boulevard Overlay District
MH-12	Mobile Home Park
B-1	Limited Business
B-2	Neighborhood Business
B-3	General Business
B-4	Heavy Business
RO	Residence Office
M-1	Marina Business
M-2	Marina Industrial
I-1	General Industrial
I-1X	Special Industrial
O-IP	Office Industrial Park
BP	Business Parking
BSC	Planned Shopping Center
PCI	Planned Commercial / Industrial Overlay
PR	Parks & Recreation
CR	Commerical Recreation
CF	Community Facilities
T	Transportation
PU	Public Utility

*	Existing
>	Proposed

CITY OF POMPANO BEACH
OFFICIAL LAND USE MAP



1 in = 160 ft

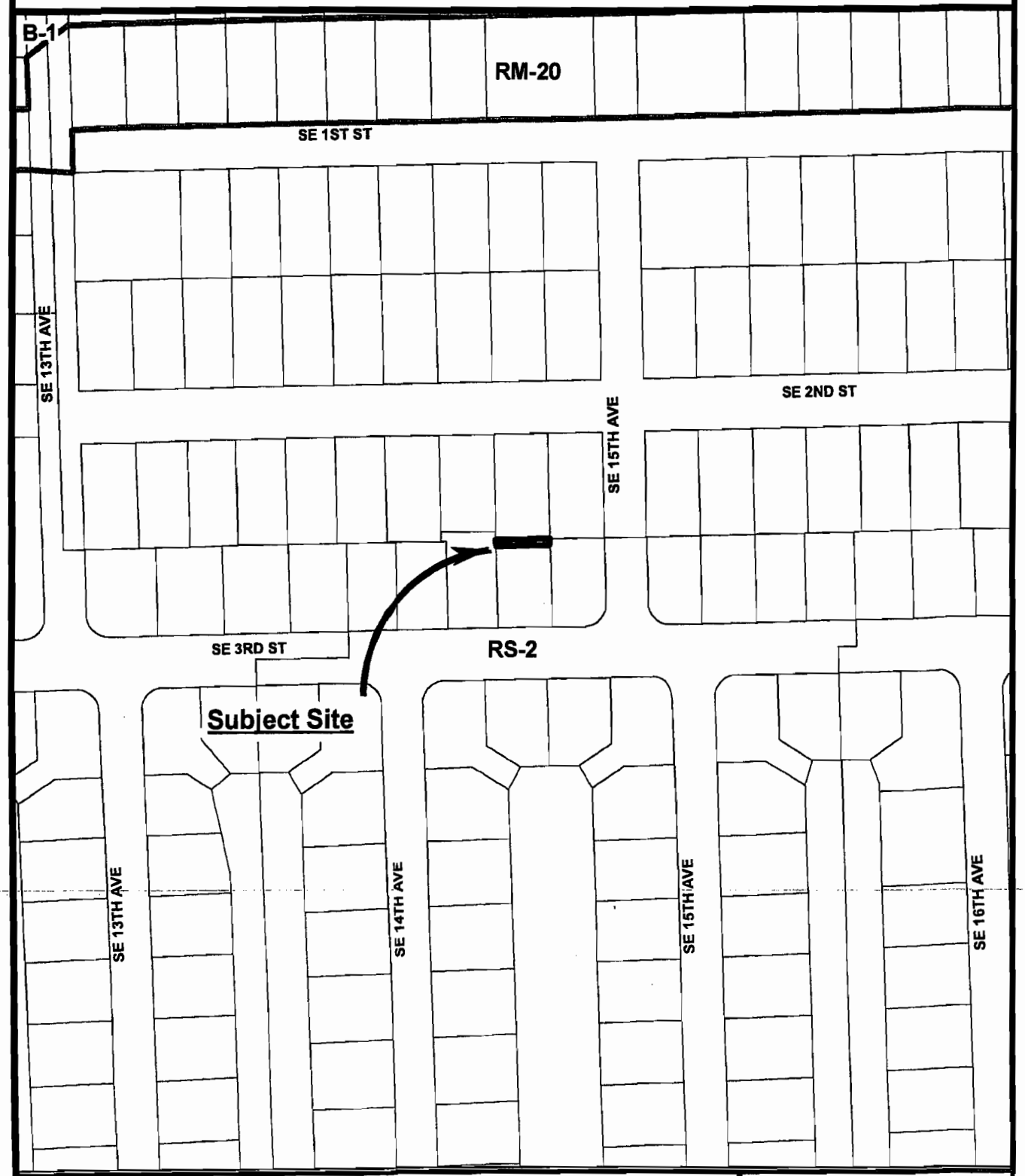
9/9/2014 DeSMat

3

\\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2014\14-27000003.mxd

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH
OFFICIAL ZONING MAP



1 in = 160 ft

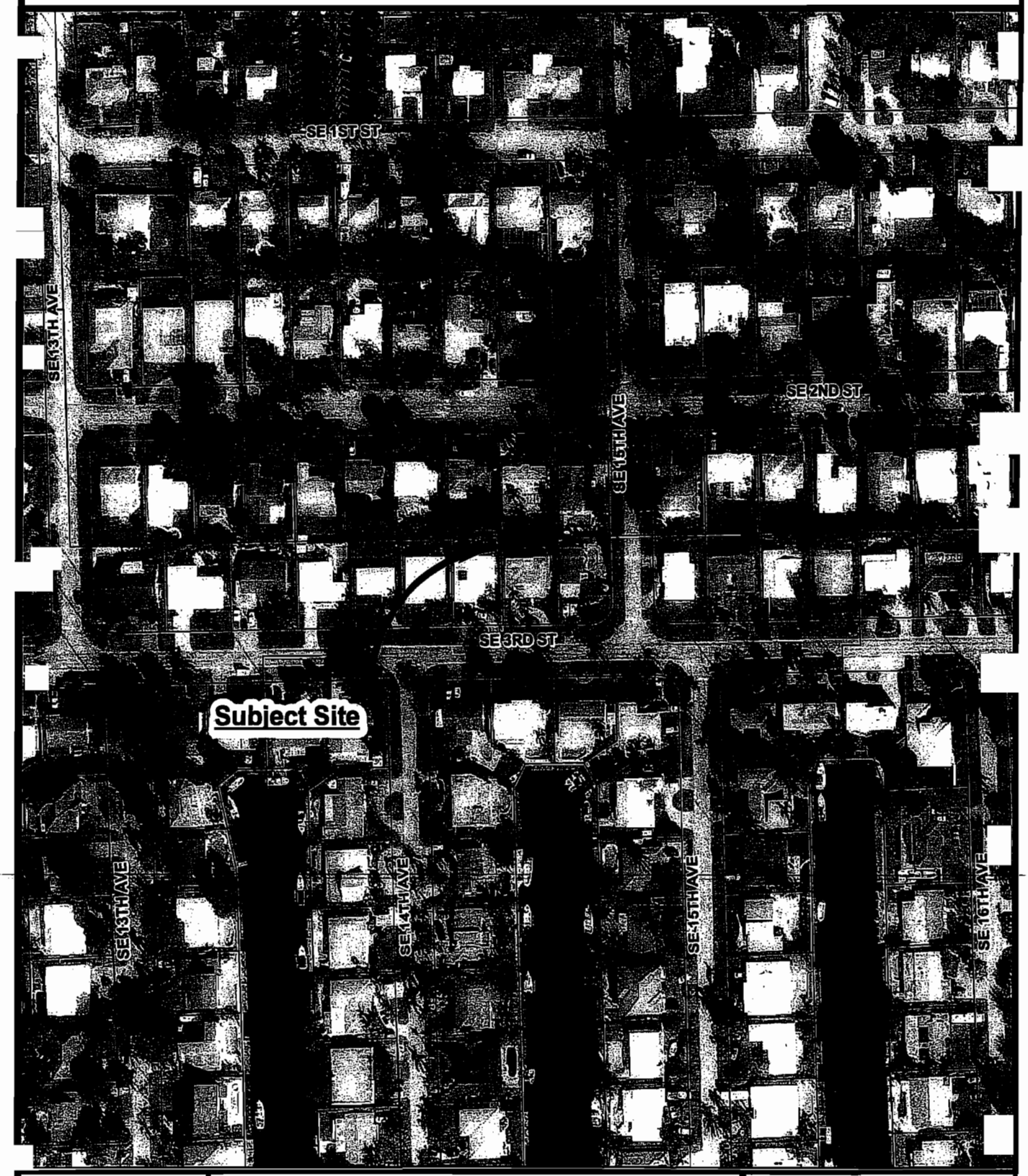
9/9/2014 DeSMat

4

\\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2014\14-27000003.mxd

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH
AERIAL MAP



1 in = 160 ft

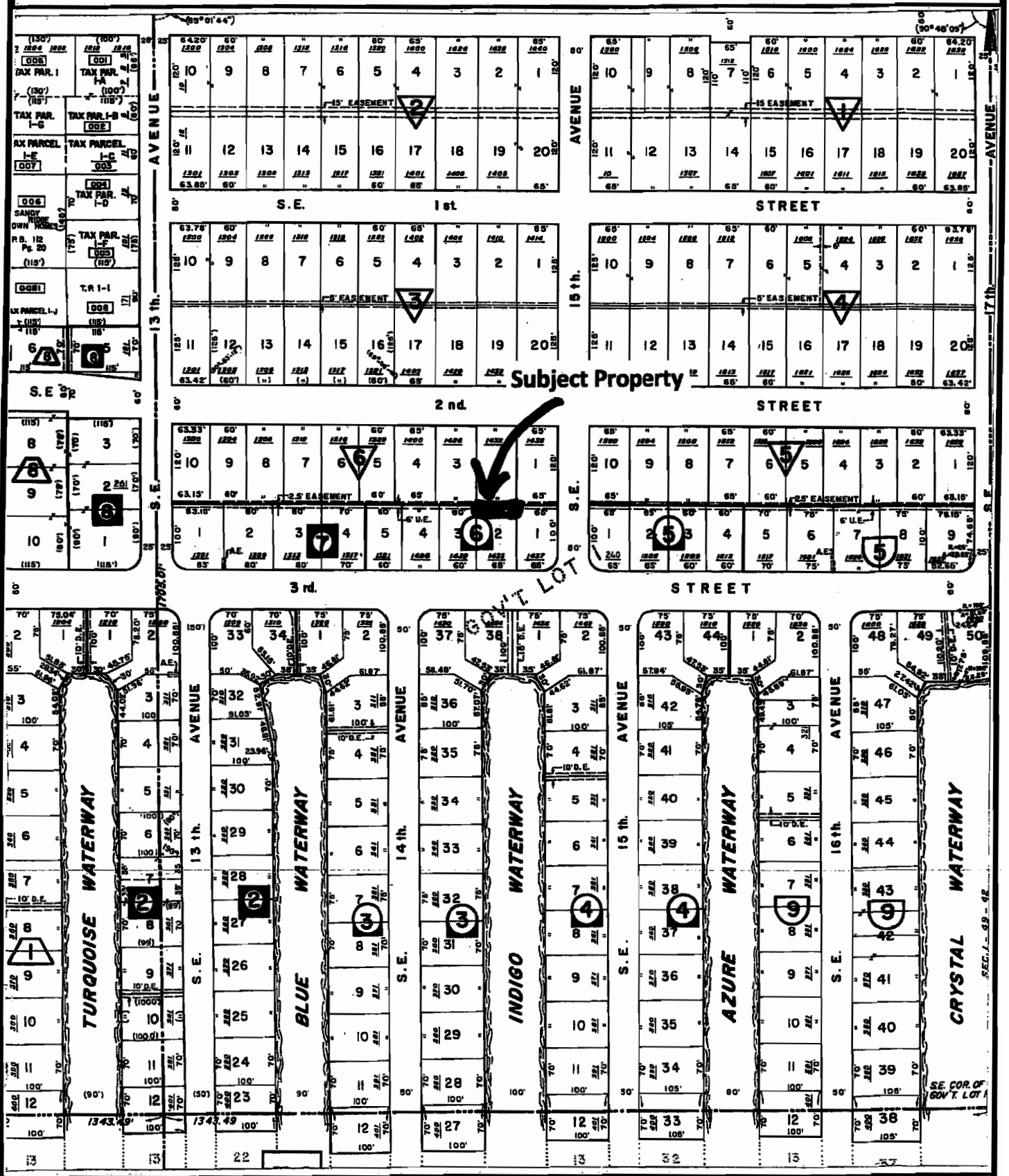
9/9/2014 DeSMat

5

\\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2014\14-27000003.mxd

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH
PLAT MAP



SCALE: NTS

NORTH

REVIEW AND SUMMARY

DRC Dates: Note that Vacation/ Abandonment Requests do not go to DRC.

Zoning Department:	**No Objection**
Community Redevelopment Agency	**No Objection**
Code Compliance	**No Objection**
Fire Department:	**No Objection**
Engineering Department:	**No Objection**
Public Works Department:	**No Objection**
Utilities Department:	**No Objection**
AT&T:	**No Objection**
TECO Gas:	**No Objection**
Department of Transportation:	**No Objection**
FP&L:	**No Objection**
Comcast Cable:	**No Objection**

ZONING DEPARTMENT RECOMMENDATION

I- Approve with conditions

Development Services staff recommends approval of this easement abandonment

II- Table

Table this abandonment request to allow time for the Applicant to address any objections raised by the affected parties

III- Denial

Recommend denial to the City Commission as the Board finds that the easement serves a public purpose and should not be abandoned.

Meeting Date: 1/13/15 Agenda Item 24

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

____ Consent X Ordinance ____ Resolution ____ Consideration/Discussion ____ Presentation

SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTIES LYING GENERALLY EAST OF NORTH POMPANO BEACH BOULEVARD ("EAST PARCEL") AND WEST OF NORTH POMPANO BEACH BOULEVARD ("WEST PARCEL") AND BOTH BETWEEN NE 2ND STREET AND NE 3RD STREET FROM PR (PARKS AND RECREATION) DISTRICT TO PR (PARKS & RECREATION) DISTRICT WITH AN AOD (ATLANTIC BOULEVARD OVERLAY) AS TO THE EASTERN PARCEL AND FROM PR (PARKS & RECREATION) DISTRICT WITH AN AOD (ATLANTIC BOULEVARD OVERLAY) TO PD-I (PLANNED THE DEVELOPMENT-INFILL) DISTRICT WITH AN AOD (ATLANTIC BOULEVARD OVERLAY) AS TO WESTERN PARCEL; PROVIDING FOR CONFORMANCE TO A PLANNED DEVELOPMENT PLAN AND STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Summary: This is a City initiated rezoning request to establish a master plan for the construction of a new parking garage, several retail and restaurant spaces, on-site ground level parking and the development of "Pier Street." Additionally this rezoning requests extends the boundary of the Atlantic Boulevard Overlay District (AOD) east of Pompano Beach Blvd so that the entire development will have a consistent development theme. The land use plan was amended via Ordinance 2013-69, to revise the land use of the west parcel from OR (Open Space Recreation) to Commercial (C) and is compatible with this rezoning of PD-I/ AOD. The Planning and Zoning Board unanimously recommended approval of the rezoning request. All conditions of the P&Z have been addressed, except the Unified Control Agreement, which will be submitted for resolution at second reading.

(1) Origin of request for this action: City of Pompano Beach
(2) Primary staff contact: Daniel Keester/ Robin Bird Ext. 5541
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	9/17/2014	Approval	P&Z: #14-415
City Attorney	9/25/2014	—	CAC: #2014-1567

X Advisory Board P&Z Memo #: 14-062

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading 12/9/14 APPROVED	1st Reading	Results:	Results:
2nd Reading 1/13/15			

Florida's Warmest Welcome

ADMINISTRATIVE REPORT NO. 14-579

DATE: December 18, 2014

TO: Dennis W. Beach, City Manager

FROM: Robin M. Bird, Development Services Director

RE: January 13, 2015 - City Commission Meeting- Amended Pier Parking lot Plans

---

Mr. Beach,

Please accept this memo as a request for the City Commission to adopt the Rezoning Master Plan as amended at the January 13th, 2015 City Commission Meeting. On the plans reviewed at the December 9th 2014 Meeting there were typographical errors in the Existing/ Proposed Comparison Table sheet L-2.01 for the total square footage of paved area. The total landscaped and impervious areas were correct and no changes were made to the Master Plan.

PROPOSED SITE CALCULATIONS - NW PARCEL

TOTAL BUILDING COVERAGE	63,130 SF	65.9%
TOTAL PAVED AREA	22,000 SF	23.7%
TOTAL DECK AREA	3,100 SF	3.2%
TOTAL IMPERVIOUS AREA	88,830 SF	92.8%
TOTAL LANDSCAPE/PERVIOUS AREA	6,910 SF	7.2%
TOTAL NW PARCEL AREA	95,740 SF	100.0%

PROPOSED SITE CALCULATIONS - SW PARCEL

TOTAL BUILDING COVERAGE	16,090 SF	24.6%
TOTAL PAVED AREA	32,124 SF	49.1%
TOTAL DECK AREA	3,100 SF	4.7%
TOTAL IMPERVIOUS AREA	51,314 SF	78.4%
TOTAL LANDSCAPE/PERVIOUS AREA	14,142 SF	21.6%
TOTAL SW PARCEL AREA	65,456 SF	100.0%

TOTAL PROPOSED

TOTAL BUILDING COVERAGE	79,220 SF	48.19%
TOTAL PAVED AREA	54,124 SF	33.18%
TOTAL DECK AREA	6,200 SF	3.80%
TOTAL IMPERVIOUS AREA	140,444 SF	85.18%
TOTAL LANDSCAPE/PERVIOUS AREA	20,642 SF	12.82%
TOTAL PROJECT AREA	161,046 SF	100.00%

EXISTING / PROPOSED COMPARISON

	EXISTING	PROPOSED	DIFFERENCE
TOTAL BUILDING COVERAGE	8,764 SF	79,220 SF	+70,456 SF
TOTAL PAVED AREA	72,206 SF	54,124 SF	-18,082 SF
TOTAL DECK AREA	N/A	6,200 SF	+6,200 SF
TOTAL IMPERVIOUS AREA	81,970 SF	140,444 SF	+58,474 SF
TOTAL LANDSCAPE/PERVIOUS AREA	17,717 SF	20,642 SF	+2,925 SF
TOTAL PROJECT AREA	161,046 SF	161,046 SF	0 SF

Prepared for:

Clients

Consultants

EDSA

PETER WAYNE ACQUART, PE
CIVIL ENGINEER
FL P.E. No. 34176

NORTH PALM BEACH, FL 33408
PH: 561 370 2870
EMAIL: PACQUART@AOL.COM

Rev	Date	Description	By
1			
2			
3			
4			
5			

Sheet Title

MASTER SITE PLAN

PROPOSED COVERAGE

0 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

Date 17 OCT 2014	Designed By EDSA
Project No 113037	Drawn By EDSA

Sheet Number

L-3.02

WRONG - 12.9.14

PROPOSED SITE CALCULATIONS - NW PARCEL		
TOTAL BUILDING COVERAGE	63,130 SF	65.9%
TOTAL PAVED AREA	22,660 SF	23.7%
TOTAL DECK AREA	3,100 SF	3.2%
TOTAL IMPERVIOUS AREA	90 SF	92.8%
TOTAL LANDSCAPE/PERVIOUS AREA	6,850 SF	7.2%
TOTAL NW PARCEL AREA	95,740 SF	100.0%

PROPOSED SITE CALCULATIONS - SW PARCEL		
TOTAL BUILDING COVERAGE	16,090 SF	26.6%
TOTAL PAVED AREA	32,324 SF	53.5%
TOTAL DECK AREA	3,100 SF	4.7%
TOTAL IMPERVIOUS AREA	51,514 SF	78.9%
TOTAL LANDSCAPE/PERVIOUS AREA	14,242 SF	21.0%
TOTAL SW PARCEL AREA	65,756 SF	100.0%

TOTAL PROPOSED		
TOTAL BUILDING COVERAGE	79,220 SF	49.10%
TOTAL PAVED AREA	54,984 SF	34.06%
TOTAL DECK AREA	6,200 SF	3.85%
TOTAL IMPERVIOUS AREA	140,404 SF	87.10%
TOTAL LANDSCAPE/PERVIOUS AREA	20,642 SF	12.82%
TOTAL PROJECT AREA	161,046 SF	100.00%

EXISTING - PROPOSED COMPARISON	EXISTING	PROPOSED	DIFFERENCE
TOTAL BUILDING COVERAGE	8,764 SF	79,220 SF	+70,456 SF
TOTAL PAVED AREA	134,565 SF	54,984 SF	-79,581 SF
TOTAL DECK AREA	N/A	6,200 SF	+6,200 SF
TOTAL IMPERVIOUS AREA	143,329 SF	140,404 SF	-2,925 SF
TOTAL LANDSCAPE/PERVIOUS AREA	17,717 SF	20,642 SF	+2,925 SF
TOTAL PROJECT AREA	161,046 SF	161,046 SF	0 SF

Prepared for:

Clients

MASTER

Consultants

EDSA

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL P.E. No 34176

NORTH PALM BEACH, FL 33408
PH: 561 339 2870
EMAIL: PAQUART@AOL.COM

Rev	Date:	Description:	By
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

PROPOSED COVERAGE

0 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

Date: 17 OCT 2014	Designed By: EDSA
Project No 113037	Drawn By: EDSA

Sheet Number

L-3.02

CORRECTED - 1·13·15

City Attorney's Communication #2014-1567
September 25, 2014

TO: Daniel T. Keester, Planner

FROM: Gordon B. Linn, City Attorney

RE: Rezoning Ordinance Request for the Pompano Pier

As requested, I have revised the following form of ordinance attached hereto:

> **AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTIES LYING GENERALLY EAST OF NORTH POMPANO BEACH BOULEVARD ("EAST PARCEL") AND WEST OF NORTH POMPANO BEACH BOULEVARD ("WEST PARCEL") AND BOTH BETWEEN NE 2ND STREET AND NE 3RD STREET FROM PR (PARKS & RECREATION) DISTRICT TO PR (PARKS & RECREATION) DISTRICT WITH AN AOD (ATLANTIC BOULEVARD OVERLAY) AS TO THE EASTERN PARCEL AND FROM PR (PARKS & RECREATION) DISTRICT WITH AN AOD (ATLANTIC BOULEVARD OVERLAY) TO PD-I (PLANNED DEVELOPMENT-INFILL) DISTRICT WITH AN AOD (ATLANTIC BOULEVARD OVERLAY) AS TO THE WESTERN PARCEL; PROVIDING FOR CONFORMANCE TO A PLANNED DEVELOPMENT PLAN AND STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please carefully review the caption of the proposed ordinance to ascertain that it accurately reflects the proposed zoning changes. Also, please attach the actual proposed zoning change to the attached ordinance as Exhibit "A."

GORDON B. LINN

GBL/jrm
l:cor/zoning/2014-1575

Attachment

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTIES LYING GENERALLY EAST OF NORTH POMPANO BEACH BOULEVARD ("EAST PARCEL") AND WEST OF NORTH POMPANO BEACH BOULEVARD ("WEST PARCEL") AND BOTH BETWEEN NE 2ND STREET AND NE 3RD STREET FROM PR (PARKS & RECREATION) DISTRICT TO PR (PARKS & RECREATION) DISTRICT WITH AN AOD (ATLANTIC BOULEVARD OVERLAY) AS TO THE EASTERN PARCEL AND FROM PR (PARKS & RECREATION) DISTRICT WITH AN AOD (ATLANTIC BOULEVARD OVERLAY) TO PD-I (PLANNED DEVELOPMENT-INFILL) DISTRICT WITH AN AOD (ATLANTIC BOULEVARD OVERLAY) AS TO THE WESTERN PARCEL; PROVIDING FOR CONFORMANCE TO A PLANNED DEVELOPMENT PLAN AND STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach, Florida; and

WHEREAS, notice by mail has been provided as required by F.S. §166.041 (3)(C)1 and §155.2305C of the City Code of Ordinances; and

WHEREAS, a public hearing before the City Commission was held pursuant to the aforesaid notice, at which hearing the parties in interest and all other citizens so desiring, had an opportunity to be, and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the City Commission of the City of Pompano Beach, having considered the evidence and argument presented at the public hearing, finds:

SECTION 2. That the property more particularly described in Exhibit "A," attached hereto and made a part hereof ("Property), which Property is hereby rezoned from the present zoning classifications of PR (Parks & Recreation) District to PR (Parks & Recreation) District with an AOD (Atlantic Boulevard Overlay) as to the eastern parcel and from PR (Parks & Recreation) District with an AOD (Atlantic Boulevard Overlay) to PD-I (Planned Development-Infill) District with an AOD (Atlantic Boulevard Overlay) as to the western parcel, are defined by Chapter 155 of the Code of Ordinances of the City of Pompano Beach, Florida.

SECTION 3. - APPROVAL OF PLANNED DEVELOPMENT PLAN FOR WESTERN PARCEL Pursuant to the requirements of Section 155.3607 of the Code of Ordinances of the City of Pompano Beach, Florida, the Planned Development Plan submitted for the Western Parcel, attached hereto and made a part hereof as Exhibit "B," is hereby adopted. All development of the Western Parcel shall proceed in accordance with the Planned Development Plan, as approved.

SECTION 4. – DEVELOPMENT STANDARDS AND REQUIREMENTS FOR WESTERN PARCEL: Pursuant to the provisions of Section 155.3607 of the Code of Ordinances of the City of Pompano Beach, Florida, development of the Western Parcel shall proceed in accordance with:

(i) The requirements of such section;

(ii) The Planned Development Plan;

(iii) The standards for the Western Parcel, Exhibit "C," attached hereto and made a part hereof.

SECTION 5. That the Development Services Director is hereby directed to mark the zoning provided for in this Ordinance on the Official Zoning Map of the City of Pompano Beach.

SECTION 6. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 7. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2014.

PASSED SECOND READING this _____ day of _____, 2014.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
9/25/14
l:ord/2014-445

REFER TO EXHIBIT

“A” “B”& “C”

(INSERT)

PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #14-062

DATE: October 15th, 2014

TO: City Commission

FROM: Planning and Zoning Board/ Local Planning Agency

SUBJECT: REZONING – PD-I/ AOD (West Parcel) from PR/ AOD and PR/AOD (East Parcel) from PR
221-222 Pompano Beach Boulevard and 200 N Ocean Blvd.
P & Z #14-13000007 Pier Parking Lot

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on September 24th, 2014, the Board considered the request by the **City of Pompano Beach** requesting REZONING of the above referenced properties.

It is the unanimous recommendation of the Board that the REZONING request be approved with the following conditions of Staff:

1. Consolidate the two narratives into one document and include an introduction paragraph that makes it clear the purpose for this rezoning and the separate zoning designations of the east and west parcels.
2. The proposed zoning on the East Parcel on page L-0.02 and L-1.01 is PD-1/AOD. Amend the Master Site Plan, to reflect the proposed zoning as PR/AOD.
3. Include on the Master Plan a list or reference to all the permitted uses for this PD-I; however, if a reference is made to Appendix A make a note that all those listed as prohibited uses in the AOD (155.3703.D.2.a.) are also prohibited in this PD-I.
4. Provide a series of plans, entitled "Phasing Plans" demonstrating how the site at large will appear during each stage of construction.
5. Remove the dumpster enclosure rendered on the SW portion of the parcel, as a central compaction facility will provided for trash disposal.
6. A unified control document will be required prior to City Commission approval.
7. All of the buildings within the PD-I Master Plan and East Parcel must be designed using the same architectural substyle.
8. Indicate the permitted times for the loading zones in the right-of-way are subject to staff approval, the loading zone times shall be during off-peak hours and posted appropriately.
9. Provide a fire apparatus circulation plan, incorporating the approved road widths (minimum 20ft wide) and turning radius, minimum turning radius 30ft inside and 50ft outside. Provide both arcs and center point that arcs are measured from.
10. Trash container must rotate to be serviced from the north, due to limited roll-out space container must be placed onto service truck within building.
11. Unable to provide input regarding utilities without details as to how the project will connect to the existing water and wastewater systems.

12. In the deviation table:

a) Remove the request to use on-street parking spaces to satisfy private development.
b) Revise the table to include an exception from the build-to zone (155.3703.D.4.) requiring that a minimum of 50% of the building façade be within 5-15 feet front and street side yard setbacks.
c) Revise the table to include a deviation from the minimum 100 feet distance required from the entrance into the parking garage from N Ocean Blvd (155.5101.G.3.a.).
d) Revise the requested deviation from code section 155.5101.G.8.b. from a minimum of 10' stacking distance from the street right-of-way to a minimum of 18' from the street right - of-way to the first parking space.
e) An architectural substyle must be selected during site plan approval. Staff will determine if deviating from these design standards, per the deviations table, will still comply with the intent of the architectural substyle.
f) Refer any landscaping deviations to the landscaping plan (sheet L5.01).

Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

mds
G:\Zoning 2009\Rezonings & LUPA's\2014\14-13000007 - Pier Parking Lot (PD)\PZ\P&Z Approval Memo 14-062.doc

pompano beach
Florida's Warmest Welcome

MEMORANDUM

ADMINISTRATIVE MEMORANDUM NO. 14-415

DATE: September 17, 2014

TO: Planning & Zoning Board

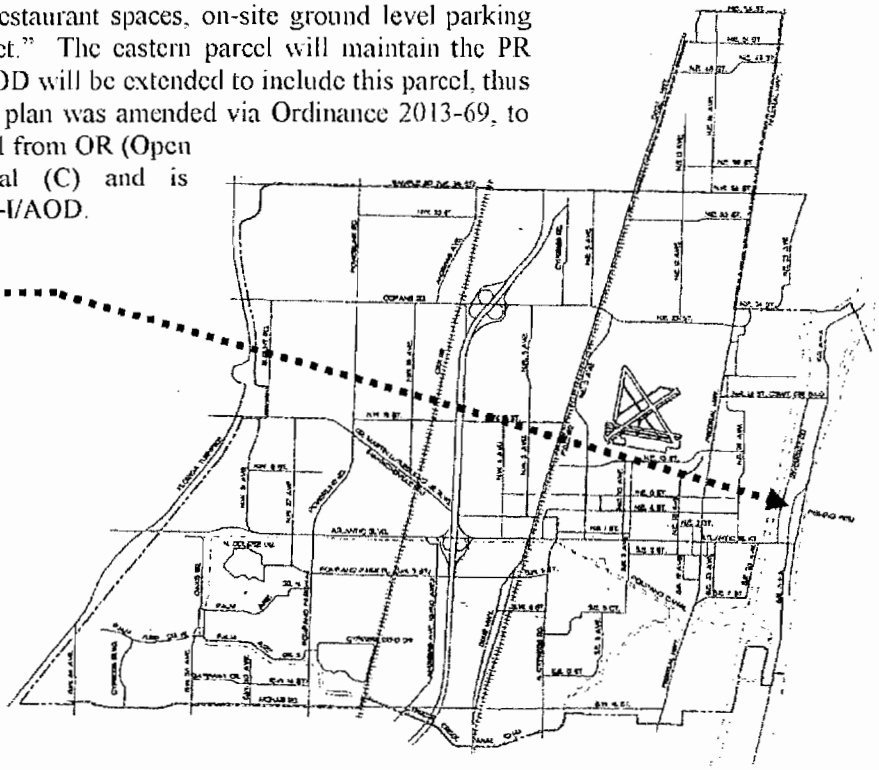
VIA: Robin M. Bird, Development Services Director

FROM: Daniel T. Keester, Planner

RE: Rezoning – From PR/ AOD to PD-I/ AOD (West Parcel) and PR to PR/AOD (East Parcel) at 221-222 Pompano Beach Blvd and 200 N Ocean Blvd
September 24, 2014 Meeting P & Z #14-13000007

The purpose of this city initiated rezoning request is to include the entire development within the AOD for the purposes of creating a consistent development theme that is compatible internally, as well as with the broader beach front area. Since the eastern parcel has an underlying OR Land Use, the Planned Development (PD-I) is only proposed for the western parcel. The current zoning designation is Parks and Recreation (PR). The portion of land situated between North Ocean Blvd and North Pompano Beach Boulevard is bounded on the north and south by NE 3rd Street & NE 2nd Street (4.168 acres), herein referred to as the "western parcel." The portion of land east of N Pompano Beach Boulevard, between NE 3rd Street & NE 2nd Street (1.957 acres), herein referred to as the "eastern parcel." The western parcel is currently an open parking lot, with a Fire Station and public Library. The eastern parcel houses the fishing pier and small concession stand. This rezoning is two-fold. The western parcel will be rezoned to a Planned Development- Infill (PD-I) retaining the Atlantic Boulevard Overlay District (AOD), and will establish a Master Plan for the construction of a new parking garage, several retail and restaurant spaces, on-site ground level parking and the development of "Pier Street." The eastern parcel will maintain the PR zoning designation: however, the AOD will be extended to include this parcel, thus becoming PR/ AOD. The land use plan was amended via Ordinance 2013-69, to revise the land use of the west parcel from OR (Open Space Recreation) to Commercial (C) and is compatible with this rezoning of PD-I/AOD.

221-222 Pompano Beach Blvd
200 N Ocean Blvd



LEGEND

FOR LAND USE PLAN

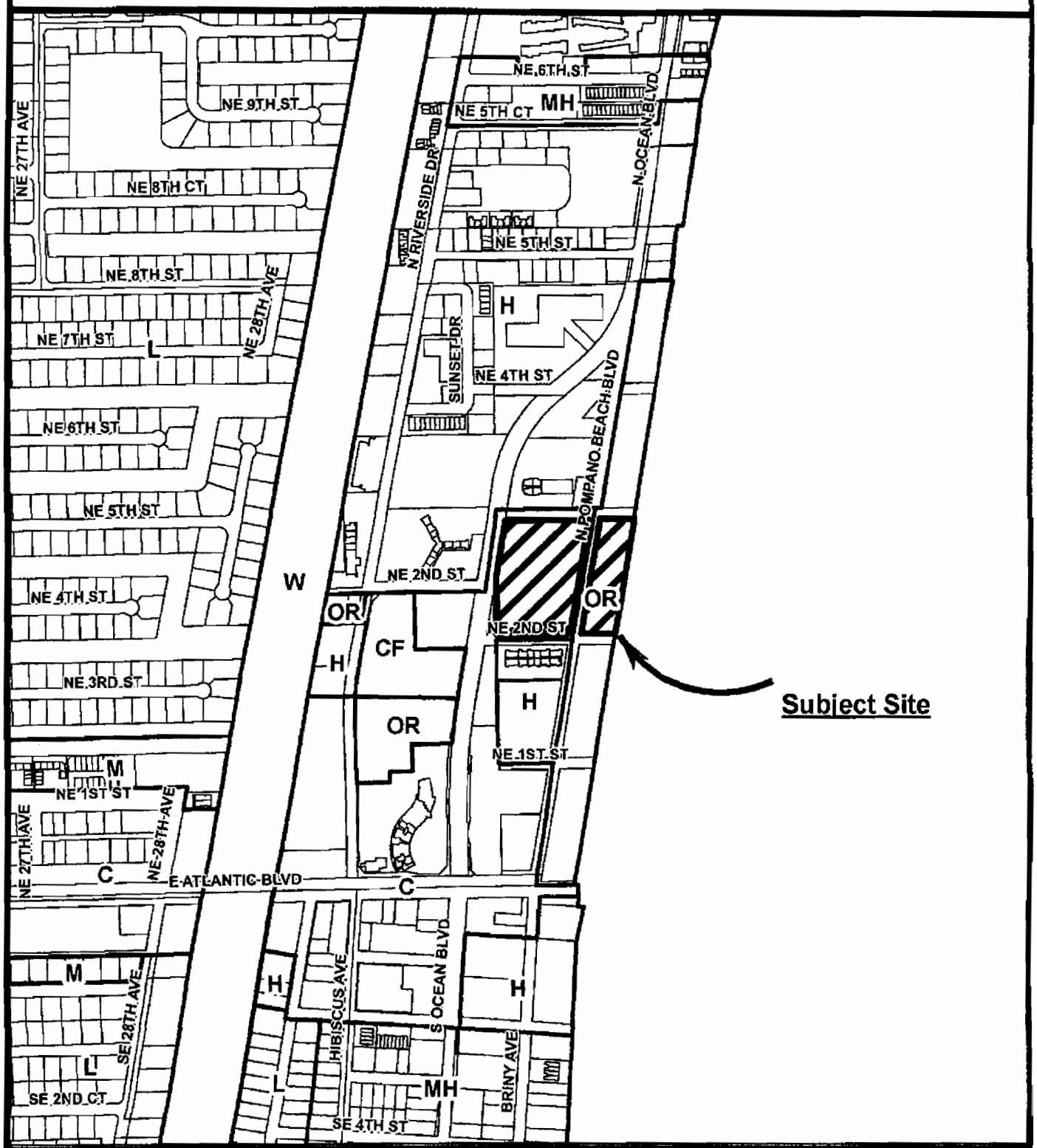
	Symbol	Classification Units/ Acre
		Gross Residential Density
		Residential
	E	Estate
	L	Low
	LM	Low- Medium
	M	Medium
	MH	Medium-High
	H	High
*	C	Commercial
	CR	Commercial Recreation
	I	Industrial
	T	Transportation
	U	Utilities
	CF	Community Facilities
*	OR	Recreation & Open Space
	W	Water
	RAC	Regional Activity Center
	LAC	Local Activity Center
		Boundaries
		City of Pompano Beach
		Number
		Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

FOR ZONING MAP

	Symbol	District
	RS-1	One-Family Residence
	RS-2	One-Family Residence
	RS-3	One-Family Residence
	RS-4	One-Family Residence
	RD-1	Two- Family Residence
	RM-12	Multi-Family Residence
	RM-20	Multi-Family Residence
	RM-30	Multi-Family Residence
	RM-45	Multi-Family Residence
	RM-45/HR	Overlay
	RPUD	Residential Planned Unit Dev.
>	AOD	Atlantic Boulevard Overlay District
	MH-12	Mobile Home Park
	B-1	Limited Business
	B-2	Neighborhood Business
	B-3	General Business
	B-4	Heavy Business
	RO	Residence Office
	M-1	Marina Business
	M-2	Marina Industrial
	I-1	General Industrial
	I-1X	Special Industrial
	O-IP	Office Industrial Park
	BP	Business Parking
	BSC	Planned Shopping Center
>	PD-I	Planned Development Infill
	PCI	Planned Commercial / Industrial Overlay
*	PR	Parks & Recreation
	CR	Commerical Recreation
	CF	Community Facilities
	T	Transportation
	PU	Public Utility
	LAC	Local Activity Center

*	**Existing**
>	**Proposed**

CITY OF POMPANO BEACH
OFFICIAL LAND USE MAP



1 in = 600 ft

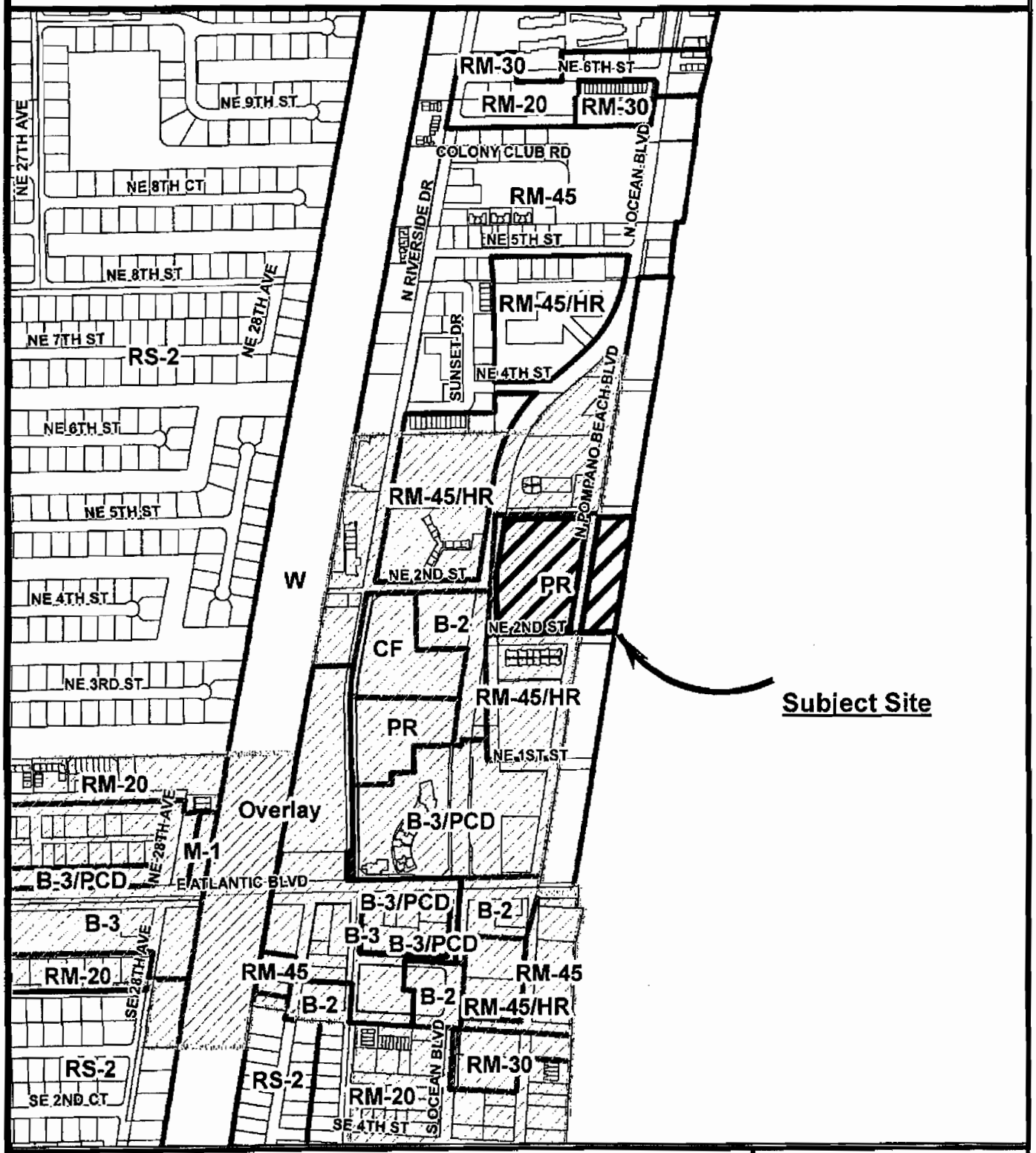
9/9/2014 DeSMat

3

\\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2014\14-13000007.mxd

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH
OFFICIAL ZONING MAP



1 in = 600 ft

9/9/2014 DeSMat

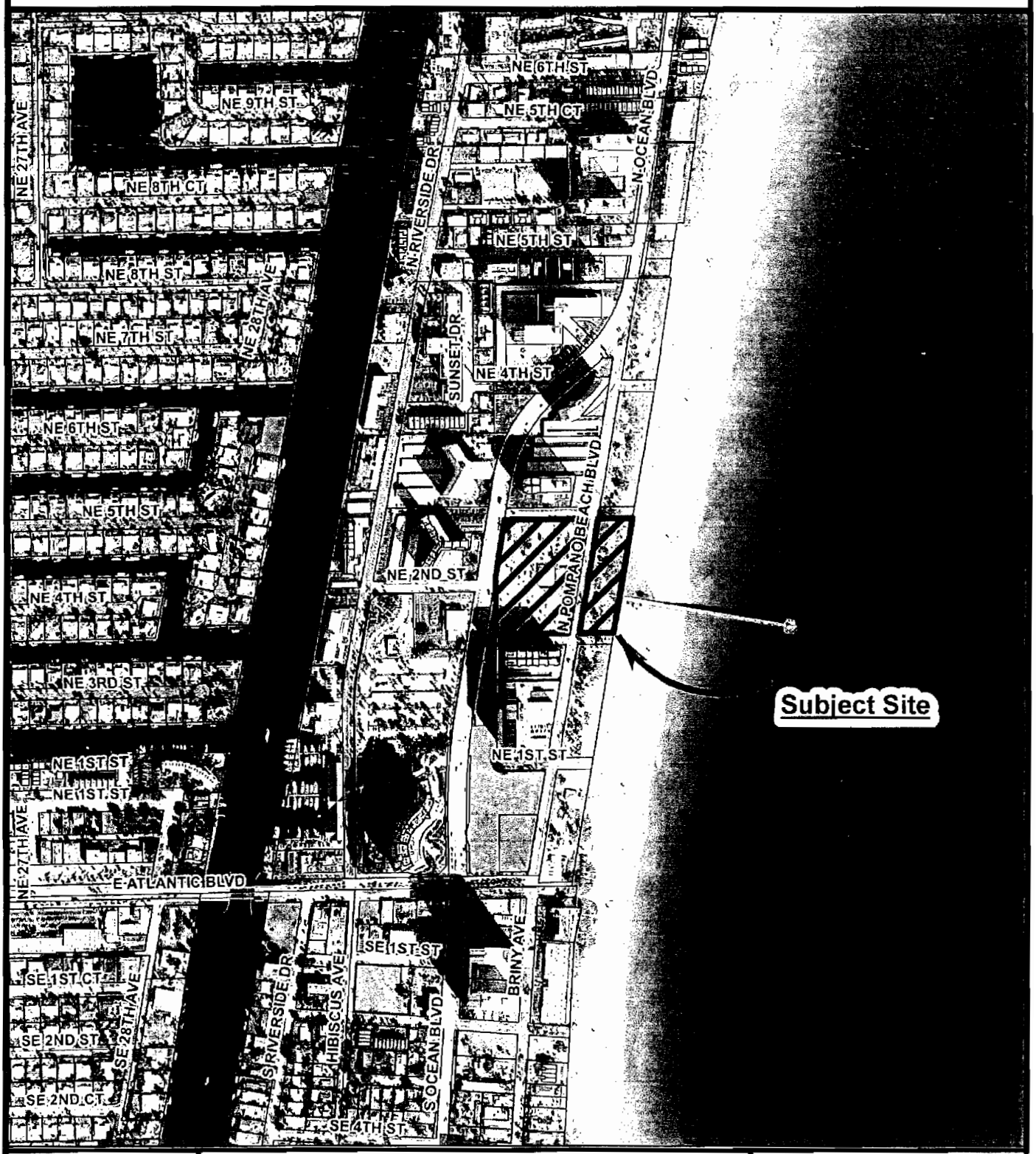
4

\\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2014\14-13000007.mxd

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH
AERIAL MAP

N



1 in = 600 ft

9/9/2014 DeSMat

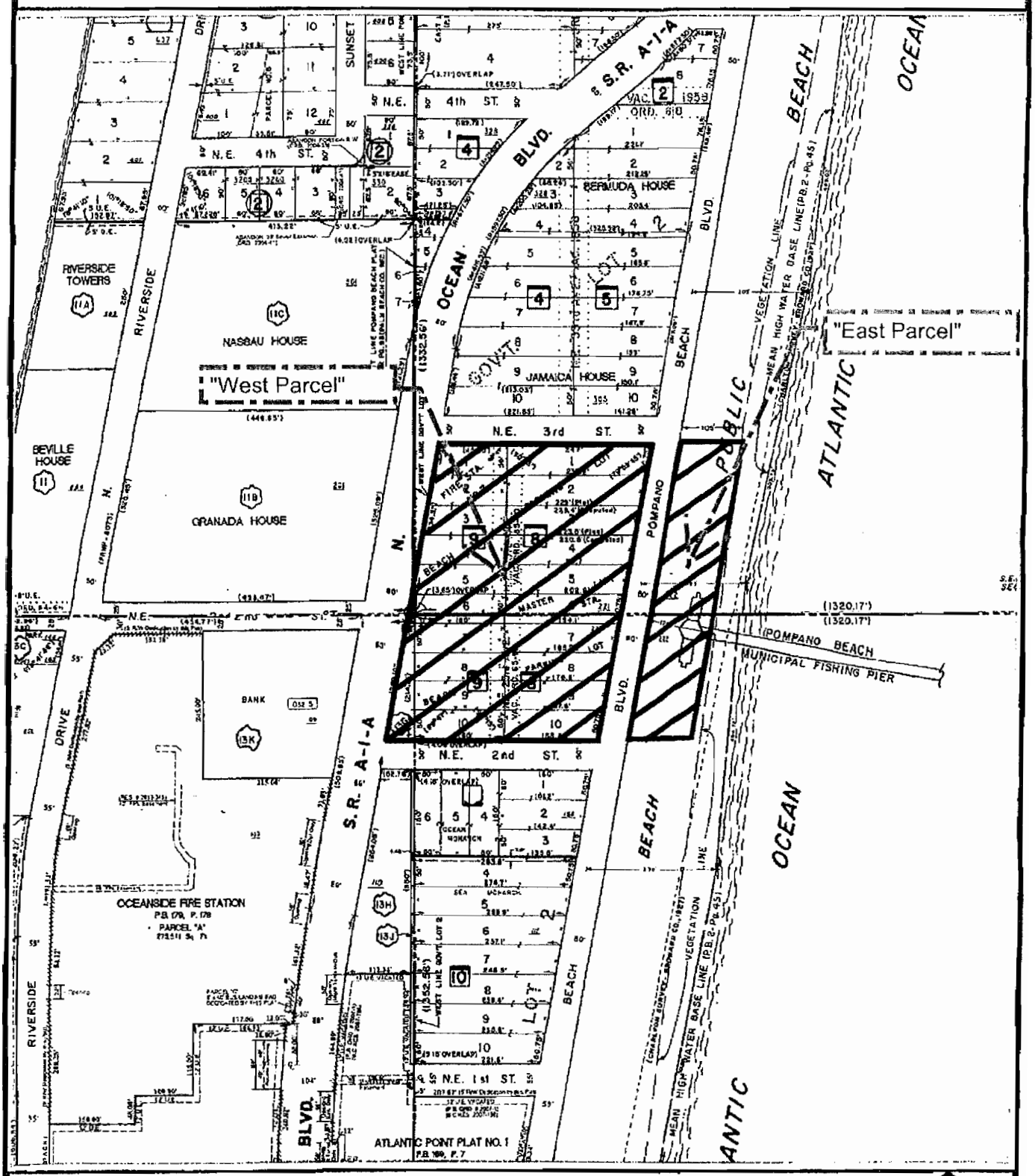
5

\\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2014\14-13000007.mxd

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH

PLAT MAP



SCALE: NTS

NORTH

REVIEW & SUMMARY

A. Pursuant to Section 155.2207(B) [Development Review Committee Report and Notice to Applicant], the Development Services Director has compiled the department comments from the Development Review (DRC) meeting held on August 20, 2014 and September 17, 2014 which are summarized below:

Planning Division:
Narrative improved significantly from initial submittal. Right-of-way for the new Pier Street must be dedicated to 50'. Beach lots on north side of pier should be shown on plans as to identify those lots with deed/building restrictions (to clearly show they are not being built on).

Engineering Department: No comments from the City Engineering Divsion on this proposed rezoning.

Fire Department:

1 - Submit site/civil plans showing location of existing or proposed water mains (including size) and fire hydrants in area. Refer to NFPA 1 2009ed Chapter 18 for required fire flow and Annex I for number of hydrants and spacing. Minimum of 2 fire hydrants are required within 400ft of any future building. Distance is measured by fire apparatus travel on access roadways. (COPFL ORD. 95.09(C))
2 - Fire hydrant flow test required for all new structures; Minimum required fire hydrant flow is 1000 GPM at 20psi. (NFPA 1, 2009ed chapter 18).
3 - Provide Fire Flow Data: (for each building, also provide occupancy classification and proposed fire protection systems) Fire flow calculations are determined from square footage and construction type of structure. Refer to NFPA 1 chapter 18 and Annex I for required fire flow, number/spacing of fire hydrants. Depending on the hydrant flow test results additional fire protection systems or change in construction type maybe required for project. (NFPA 1 2009ed chapter 18) Complete attached form "Water Supply Fire Flow"
4 - Maintain minimum clearances of seven and one half feet (7ft 6in) in front of and to the sides of a fire hydrant or fire protection appliance, with a four feet (4ft) clearance to the rear. Such fire hydrant or fire protection appliances shall be maintained readily visible at all times. Examples of obstructions include by not limited to: any post, fence, vehicle, growth, vegetation, trash or storage of other materials. NFPA 1 2009ed chapter 18 section 18.3.4.1, 18.3.4.2
5 - Provide a fire apparatus circulation plan, incorporating the approved road widths (minimum 20ft wide) and turning radius, minimum turning radius 30ft inside and 50ft outside. Provide both arcs and center point that arcs are measured from.
6 - Due to density of buildings within area, narrow access and shell buildings with unknown build out it is recommended that all buildings have supervised fire sprinkler systems. provide location of water mains, fire dept connections, and fire alarm control panels. Fire alarm control panels must be located within a common area room accessed from the exterior of building.

Solid Waste: Container must rotate to be serviced from the north. Due to limited roll-out space, container must be placed onto service truck within building.

Utilities: Unable to provide input without details as to how the project will connect to the existing water and wastewater systems.

Broward Sheriff Office: Review Complete No Comments

Building: Additional comments may follow throughout the remainder of the permitting process. Buildings shall be in compliance with the 2010 Florida Building Code, HVHZ requirements and the floodplain requirements, as per ASCE24 and the City of Pompano Beach Code of Ordinances 152.20.

Urban Forestry:
East Parcel, refer to previous comments and West parcel comments regarding this parcel.
Pompano Fishing Village (West Parcel) 9-17-14

1. Clarify note for 'crown pruning' or provide parameters as to quantity and reason for pruning for note number 8 in tree disposition notes.
2. Provide soil make up of back fill material for clarification in notes number 10.A
3. Provide a time line as to when root pruning is to begin prior to relocation.
4. Clarify phasing proposed on sheet L3 with anticipated completion dates or proposed order of completion.
5. Clarify phasing proposed on Phasing Plan sheet with anticipated completion dates or proposed order of completion. Provide a proposed time line for individual phases on the phasing plan. All phases will refer back to the Master site plan and the permit number.
6. Include landscape plans for ICW to Pier plan with this submittal.
7. Clarify Alternative Tree Plan, this is confusing. If this is the plan, label and upload as the Landscape Plan and Shrub Plan.
8. Label all existing trees on landscape plan. This call out should match number on tree disposition plan.
9. Provide quantities of trees in plant list
10. Provide Street trees at 1 per 40" along; Pier St. and Pompano Beach Blvd.
11. Provide a minimum 8' wide landscape planting area at the base of each building, plus 8' feet for each story up to 24' wide as per 155.5203.D.5.
12. Provide Vehicular Use Area requirements as per 155.5203.D.
13. Vehicular Use Area perimeter requirements are to be 10' wide and have large canopy trees at 1 per 30".
14. Provide interior landscape requirements equal to 15% of the total vehicular use area as per 155.5203.D.4., provide this information in a data table format on the landscape plans.
15. Provide required Type B Perimeter Buffers on North, South, and West sides as per 155.5203.F.3.
16. Provide minimum development site landscaping as per section 155.5203.C., clarify where this is being met and provide this information in a data table format on the landscape plans
17. Provide all canopy tree requirements; palms do not count towards required canopy tree requirement but may be added as a design feature.
18. Minimum tree heights are 12" tall and are increased based on the height of structures, provide this note with heights as per the code section on the master plan.
19. Provide modular suspended pavement systems,(such as Silva Cell) for all trees in proposed paved, concreted and sidewalk areas. This comment will stand as it is in the best interest of the city, its citizens and health and sustainability of the urban tee canopy.
20. Provide lighting details and site notes in accordance with 155.139 Lighting Requirements for Marine Turtle Protection at time of site plan submittal.
21. Consider using alternate large canopy tree for the Mahogany in vehicular and pedestrian areas due to seasonal fruit drop.
22. Shrub plan does not have quantities' in plant list, please provide, great plant palette
23. Provide possible alternate soil and aerosol salt tolerant species for this project.
24. Provide tree survey an assessment for all existing trees on site and propose mitigation plan for all trees proposed to be removed at time of site plan submittal. Show in data table format the dollar value of tree removed vs. the dollar value of trees proposed
25. Provide an irrigation plan.
26. Show bubblers on all trees and canopy misters on Phoenix Palms
27. Additional comments may be rendered at time of site plan submittal.

Zoning:

1. The proposed zoning on the East Parcel on page L-0.02 and L-1.01 is PD-1/AOD. Amend the Master Site Plan, to reflect the proposed zoning as PR/AOD.
2. Consolidate the two narratives into 1 document and include an introduction paragraph that makes it clear the purpose for this rezoning and the separate zoning designations of the east and west parcels.
3. Include a reference to all the permitted uses for this PD-I on the Master Plan, even if it just a reference to Appendix A; however, make a note that all those listed as prohibited uses in the AOD (155.3703.D.2.a.) are also prohibited in this PD-I.
4. Provide a series of plans, entitled "Phasing Plans" or "Construction Plans" demonstrating how the site at large will appear during each stage of construction. Indicate on the plans how the whole site will appear when other phases are under construction/ constructed. Indicate what portion(s) of the site will be used for staging, what will be sodded and landscaped and what methods will be used to close off portion(s) of the site to keep the public safe. This site will be undergoing different portions of construction until at least 2019, according to the schedule. Meet with staff if there are any questions regarding this comment.
5. The proposed loading zones in the right-of-way are subject to staff approval, the loading zone times shall be during off-peak hours and posted appropriately.
6. Clarify why a dumpster is rendered on the SW portion of the parcel, when the response to comments indicate that a central compaction facility will be located on the NE corner of the parking structure.
7. Although this is city-owned property, a unified control document is required by code and will be required prior to City Commission approval.
8. Remove the deviation request to use on-street parking spaces to satisfy private development, the current proposal provides more than enough parking spaces on-site and in the garage to satisfy the projected development.
9. A deviation has been requested that the minimum building setback be reduced to 1 foot rather than 5 feet, as required by code for buildings fronting any roadway (not including state-designated roadways); however, there is a maximum building setback requiring that a minimum of 50% of the building façade must be within 5-15 feet front and street side yard setbacks. Verify that all buildings can comply with this code standard or request a deviation from the maximum building setback, as well. (155.3703.D.4.)
10. Four deviations were requested from the design standards in the Atlantic Boulevard Overlay District (AOD); however, a specified Architectural substyle has yet to be selected for the site . When the individual site plans are submitted, all of the deviations requested may negatively alter the appearance of the chosen architectural substyle. When the Building Design applications are submitted for review, members of staff and the Architectural Appearance Committee will determine if deviating from these design standards still complies with the intent of the architectural substyle.
11. All of the buildings within the Master Plan and East Parcel will be designed using the same architectural substyle.
12. Revise the requested deviation from code section 155.5101.G.8.b. from a minimum of 10' stacking distance from the street right-of-way to 18' from the street right -of-way to the first parking space. This revision may result in the loss of a few spaces.
13. A waiver or deviation has not been submitted from 155.5101.G.3.a. for the minimum 100 feet distance required from the entrance into the parking garage, entrance onto the south-west parcel parking area and the proposed on-street parking of pier street. Update the deviations table and justification to include this additional waiver.

14. Landscaping deviations are included in the Table; however, there is no reference to the Alternative Landscape Plan submitted (sheet L5.01). Refer any landscaping deviations to the landscaping plan.

B. Zoning Department staff submits the following factual information which is relevant to this rezoning request:

1. The rezoning was reviewed by DRC on August 20, 2014 and September 17, 2014.

2. The property is platted and is located north of NE 2nd Street and east of N Ocean Blvd.

3. The overall site is 6.125 acres.

4. The Zoning and uses of adjacent properties are:

   North – RM-45/ HR (Multi-Family Residential), Multi-Family Condominium's (Jamaica House)
   South – RM-45/ HR (Multi-Family Residential), Multi-Family Condominium's (Ocean Monarch)
   East – Atlantic Ocean
   West – RM-45/ HR (Multi-Family Residential) & B-2 (Community Business), Multi-Family Condominium's (Granada House) & Bank (Wells Fargo)

5. The Land Use Designation is currently Commercial (west) and Open Recreation Space (east).

C. The following goals, objectives and policies of the City's Comprehensive Plan have been identified as pertinent to this rezoning:

Goal

01.00.00 The attainment of a living environment which provides the maximum physical, economic and social well being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policies

01.02.01 Require new commercial and residential (of more than 10 dwelling units) development to provide their primary access to the abutting arterial roadway system with only secondary access points to local streets so that traffic impacts to single family neighborhoods are minimized.

Objective Inconsistent Land Uses

01.03.00 Annually review and periodically update adopted land development regulations and established procedures that encourage the elimination or reduction of uses inconsistent with the City's character and Future Land Use Plan.

Policies

01.03.03 Encourage property owners to rezone the subject properties when initiating the development and/or redevelopment proposals to be consistent with the designations of the Land Use Plan Map.

01.03.07 Require the provision of decorative structural or vegetative buffers between different density residential land uses, and residential and non-residential land uses unless the applicant can demonstrate by evidence that the proper buffer is provided.

01.03.12 The following criteria may be used in evaluating rezoning requests:

1. Density;
2. Design;
3. Distance to similar development;
4. Existing adjoining uses;
5. Proposed adjoining uses;
6. Readiness for redevelopment of surrounding uses; and.
7. Proximity to mass transit.

Objective Major Corridor Land Use

01.04.00 Support and promote the intermix of residential and commercial uses along major traffic corridors.

Policies

01.04.02 The City of Pompano Beach shall amend its land development regulations to reduce parking requirements for residential and commercial uses along major corridors where it can be shown that pedestrian amenities are provided, shared parking is provided, or sufficient public parking is nearby.

Objective Community Redevelopment

01.08.00 Amend the Land Use Plan map and Zoning map to support new development and redevelopment in the Community Redevelopment Areas.

Policies

01.08.01 Follow the recommendation of the Community Redevelopment Plans in all Land Use Plan amendments and rezonings.

Policies

01.12.03 Utilize the existing flexibility provisions to facilitate proposed mixed use developments in urban infill areas provided that the proposed developments are compatible with the community character.

E. Recommendation:

Given the information provided to the Board, as the finder of fact, staff provides the following recommendation and alternative motions, which may be revised or modified at the Board's discretion.

Alternative Motion I

Recommend approval of the rezoning request from PR/AOD and PR to PD-I/AOD and PR/AOD.

The rezoning is recommended for approval with the following conditions:

1. Consolidate the two narratives into one document and include an introduction paragraph that makes it clear the purpose for this rezoning and the separate zoning designations of the east and west parcels.
2. The proposed zoning on the East Parcel on page L-0.02 and L-1.01 is PD-1/AOD. Amend the Master Site Plan, to reflect the proposed zoning as PR/AOD.
3. Include on the Master Plan a list or reference to all the permitted uses for this PD-I; however, if a reference is made to Appendix A make a note that all those listed as prohibited uses in the AOD (155.3703.D.2.a.) are also prohibited in this PD-I.
4. Provide a series of plans, entitled "Phasing Plans" demonstrating how the site at large will appear during each stage of construction.
5. Remove the dumpster enclosure rendered on the SW portion of the parcel, as a central compaction facility will provided for trash disposal.
6. A unified control document will be required prior to City Commission approval.
7. All of the buildings within the PD-I Master Plan and East Parcel must be designed using the same architectural substyle.
8. Indicate the permitted times for the loading zones in the right-of-way are subject to staff approval, the loading zone times shall be during off-peak hours and posted appropriately.
9. Provide a fire apparatus circulation plan, incorporating the approved road widths (minimum 20ft wide) and turning radius, minimum turning radius 30ft inside and 50ft outside. Provide both arcs and center point that arcs are measured from.
10. Trash container must rotate to be serviced from the north, due to limited roll-out space container must be placed onto service truck within building.
11. Unable to provide input regarding utilities without details as to how the project will connect to the existing water and wastewater systems.
12. In the deviation table:
    a) Remove the request to use on-street parking spaces to satisfy private development.
    b) Revise the table to include an exception from the build-to zone (155.3703.D.4.) requiring that a minimum of 50% of the building façade be within 5-15 feet front and street side yard setbacks.
    c) Revise the table to include a deviation from the minimum 100 feet distance required from the entrance into the parking garage from N Ocean Blvd (155.5101.G.3.a.).
    d) Revise the requested deviation from code section 155.5101.G.8.b. from a minimum of 10' stacking distance from the street right-of-way to a minimum of 18' from the street right - of-way to the first parking space.
    e) An architectural substyle must be selected during site plan approval. Staff will determine if deviating from these design standards, per the deviations table, will still comply with the intent of the architectural substyle.
    f) Refer any landscaping deviations to the landscaping plan (sheet L5.01).

Alternative Motion II

Table this application for additional information as requested by the Board.

Alternative Motion III

Recommend denial as the Board finds that the request is not consistent with the following goals, objectives and policies of the Comprehensive Plan, specifically:

01.02.02 Consider the preservation of established single-family and low-density neighborhoods in all re-zonings, land use plan amendments, and site approvals.

01.03.06 Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

PZ # 14.B000007

p mpano beach
Florida's Warmest Welcome

City of Pompano Beach
Department of Development Services
Planning & Zoning Division

100 W. Atlantic Blvd Pompano Beach, FL 33060
Phone: 954.786.4634 **Fax:** 954.786.4666

Request for Rezoning to Planned Development

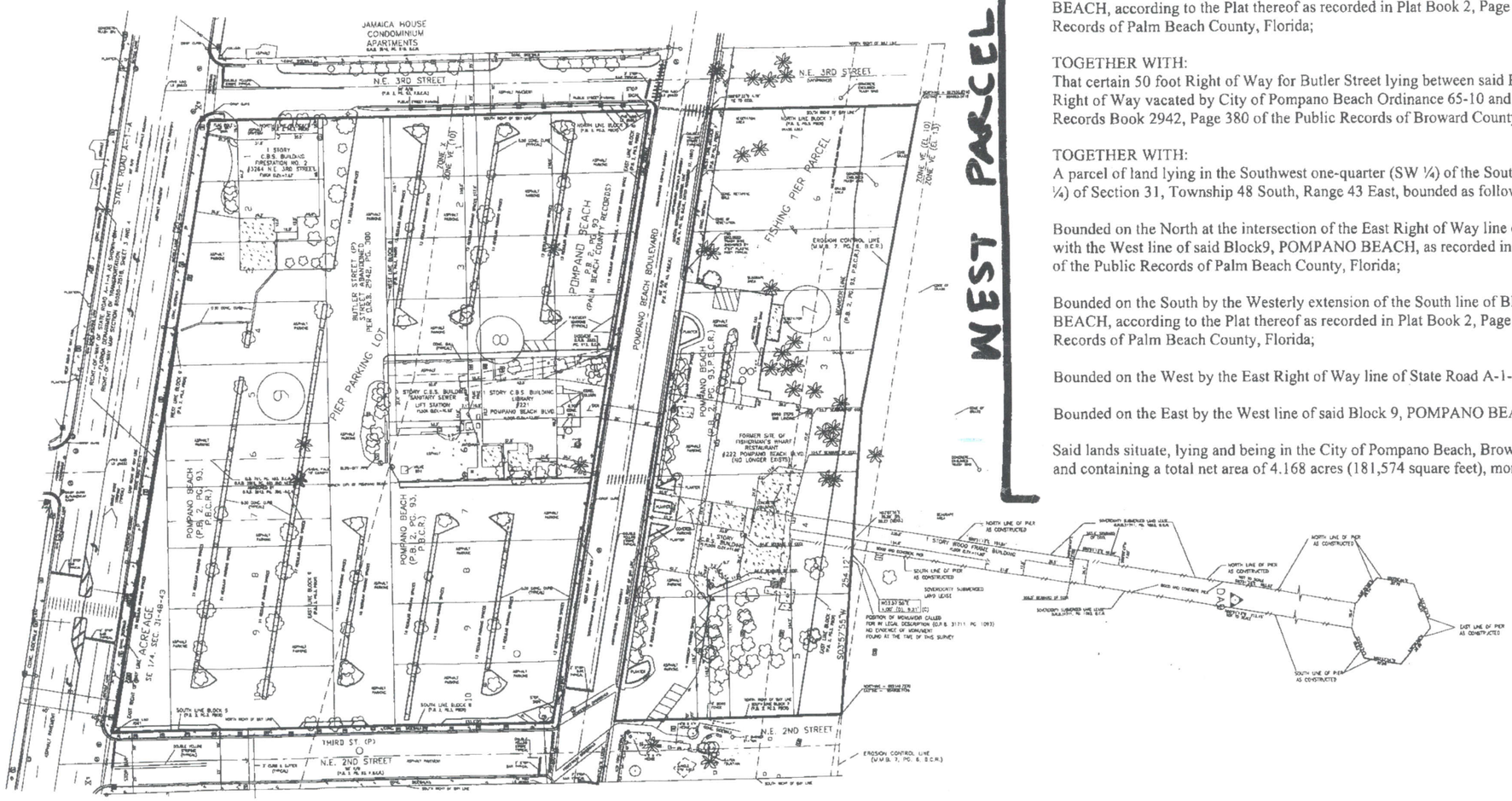
JUL 2014

Request rezoning from PR to PD/PID		
STREET ADDRESS		
221 & 222 N. Pompano Beach Boulevard and 200 N. Ocean Dr, Pompano Beach, FL 33062	PCN 48-43-31-01-0200, 48-43-31-01-01-0210, 48-43-31-01-00-0521	See attached Legal Description
Subdivision	**Block**	**Lot**
Representative or Agent's interest in property (Owner, Lessee, Etc)	Lessee	
Has any previous application(s) been filed?	Yes _____ No X	
If Yes, give date of hearing and finding	n/a	

Agent or Representative	**Landowner (Owner of Record)**
Timothy L. Hernandez	City Of Pompano Beach
Business Name (if applicable)	**Business Name (if applicable)**
Pompano Pier Associates, LLC	
Print Name and Title	**Print Name and Title**
Timothy L. Hernandez, Vice President	
Signature	**Signature**
Date	**Date**
7/25/14	7/31/14
Street Address	**Street Address**
398 NE 6th Avenue	100 W. Atlantic Boulevard
Mailing Address City/ State/ Zip	**Mailing Address City/ State/ Zip**
Delray Beach, FL 33483	Pompano Beach, FL 33060
Phone Number	**Phone Number**
561-279-8706 x 201 (work) or 954-610-7400 (cell)	954-786-4632 (work)
Email thernandez@newurbancommunities.com	**Email** Robin.Bird@copbfl.com
Indicate your preferred medium to receive agendas and notifications: ___ Mail X E-Mail	Indicate your preferred medium to receive agendas and notifications: ___ Mail X E-Mail

Item # ~~[illegible]~~ 24

EXHIBIT "A"



LEGAL DESCRIPTION

Fishing Pier Parcel

Lots 1 through 7, Block 7, POMPANO BEACH, according to the plat thereof, recorded in Plat Book 2, page 93, of the Public Records of Palm Beach County, Florida, and the easterly extension thereof to the Erosion Control Line, recorded in Miscellaneous Map Book 7, Page 6 of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing a total net area of 1.957 acres (85,257 square feet), more or less.

Pier Parking Lot

Lots 1 through 10, Block 8 and all of Lots 6 through 10 and those portions of Lots 1 through 5 lying East of the East Right of Way line of State Road A-1-A, Block 9, POMPANO BEACH, according to the Plat thereof as recorded in Plat Book 2, Page 93 of the Public Records of Palm Beach County, Florida;

TOGETHER WITH:
That certain 50 foot Right of Way for Butler Street lying between said Blocks 8 and 9. Said Right of Way vacated by City of Pompano Beach Ordinance 65-10 and recorded in Official Records Book 2942, Page 380 of the Public Records of Broward County, Florida.

TOGETHER WITH:
A parcel of land lying in the Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) of Section 31, Township 48 South, Range 43 East, bounded as follows:

Bounded on the North at the intersection of the East Right of Way line of State Road A-1-A with the West line of said Block9, POMPANO BEACH, as recorded in Plat Book 2, Page 93 of the Public Records of Palm Beach County, Florida;

Bounded on the South by the Westerly extension of the South line of Block 9, POMPANO BEACH, according to the Plat thereof as recorded in Plat Book 2, Page 93 of the Public Records of Palm Beach County, Florida;

Bounded on the West by the East Right of Way line of State Road A-1-A;

Bounded on the East by the West line of said Block 9, POMPANO BEACH.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing a total net area of 4.168 acres (181,574 square feet), more or less.

DATE 06/14/12
SCALE 1"=100'
FIELD BOOK
DRAWN BY LP
CHECKED BY

KEITH ASSOCIATES INC
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6543
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

BOUNDARY EXHIBIT

A PORTION OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 43 EAST
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

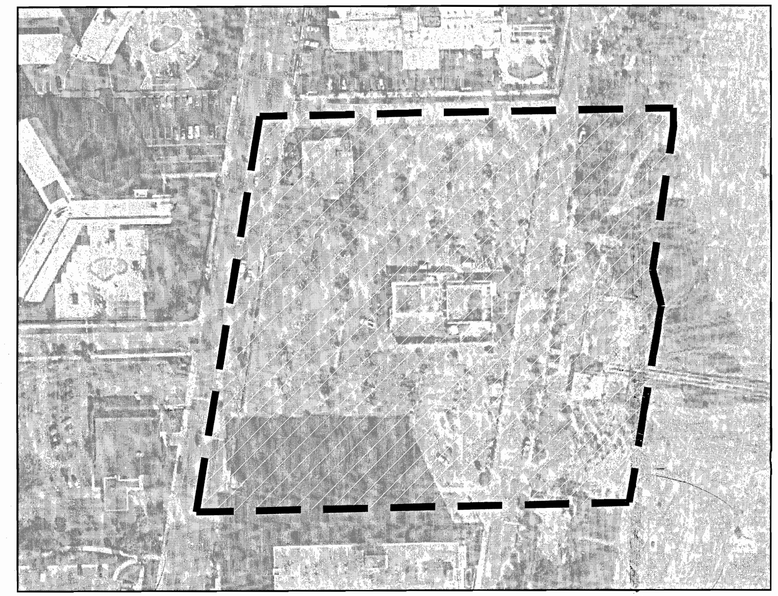
SHEET 01 OF 01
PROJECT NUMBER 07470.05

MASTER SITE PLAN

POMPANO BEACH, FL
OCTOBER 17, 2014

PROJECT LOCATION - N.T.S.

NORTH



PROJECT LOCATION - N.T.S.

NORTH

INDEX OF DRAWINGS:

	SHEET
L - 0.00	COVER SHEET
L - 0.01	EXISTING ZONING MAP
L - 0.02	ICW TO PIER PLAN
L - 0.03	EXISTING CONDITIONS
L - 0.10	TREE DISPOSITION LIST
L - 0.11	TREE DISPOSITION PLAN
L - 1.01	MASTER SITE PLAN
L - 1.10	CIRCULATION PLAN
L - 2.01	LAYOUT AND DIMENSIONING
L - 3.01	EXISTING COVERAGE
L - 3.02	PROPOSED COVERAGE
L - 4.01	PHASING PLAN
L - 5.00	LANDSCAPE NOTES
L - 5.01	TREE PLAN
L - 6.01	SHRUB PLAN
C - 1.01	CONCEPTUAL ENGINEERING
F - 1.11	FIRE ACCESS EXHIBIT
F - 1.12	FIRE ACCESS EXHIBIT
F - 1.13	FIRE ACCESS EXHIBIT

EXHIBIT "B"

pompano beach Florida's Warmest Welcome

New Urban Communities

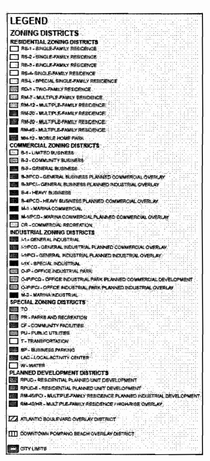
CASTER developers

EDSA

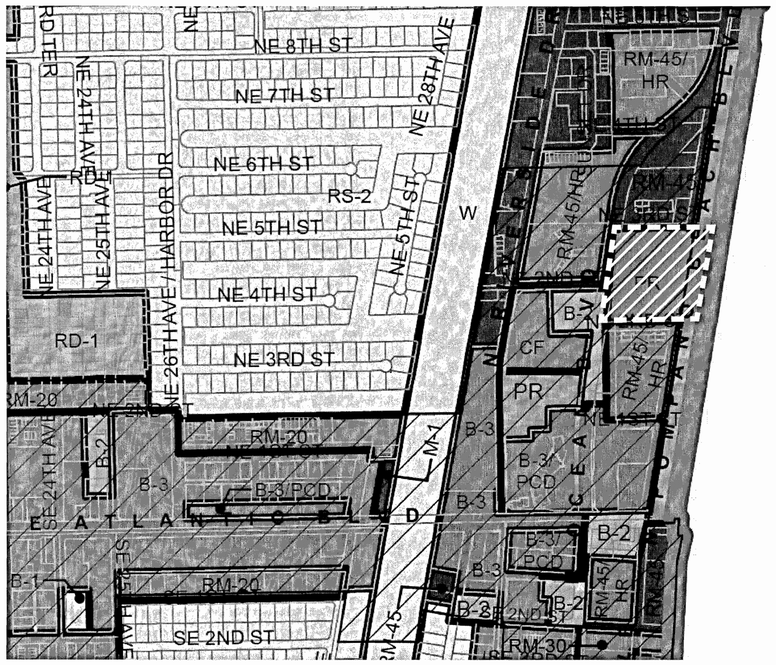
PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

AERIAL MAP

NORTH

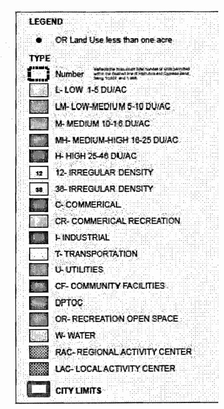


ZONING LEGEND

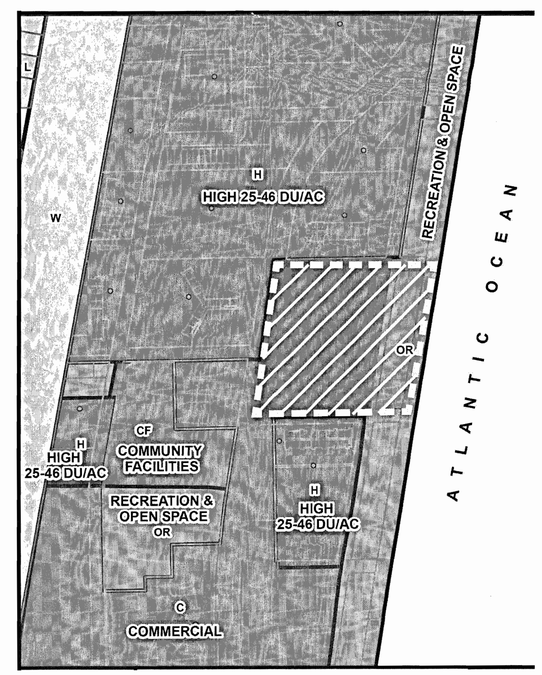


ZONING MAP

NORTH



LAND USE LEGEND



LAND USE MAP

NORTH

POMPANO BEACH FISHING VILLAGE EST. 2013

Prepared for:

pompano beach
Florida's Warmest Welcome

Clients:

New Urban Communities

CASTER developers

Consultants:

EDSA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsaplan.com
LCC000001
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

EXISTING ZONING MAP

0 0' 0' 0'
SCALE: AS NOTED

NORTH

Date: 17 OCT 2014	Designed By: EDSA
Project No: 113037	Drawn By: EDSA

10-17-14

Sheet Number:

L-0.01

POMPANO BEACH
FISHING VILLAGE
EST. 1913

Prepared for:

pompano beach
Florida's Warmest Welcome

Clients:

New Urban Communities

CASTER developers

Consultants:

EDSA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsaustin.com
LC0000001
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

ICW TO PIER PLAN

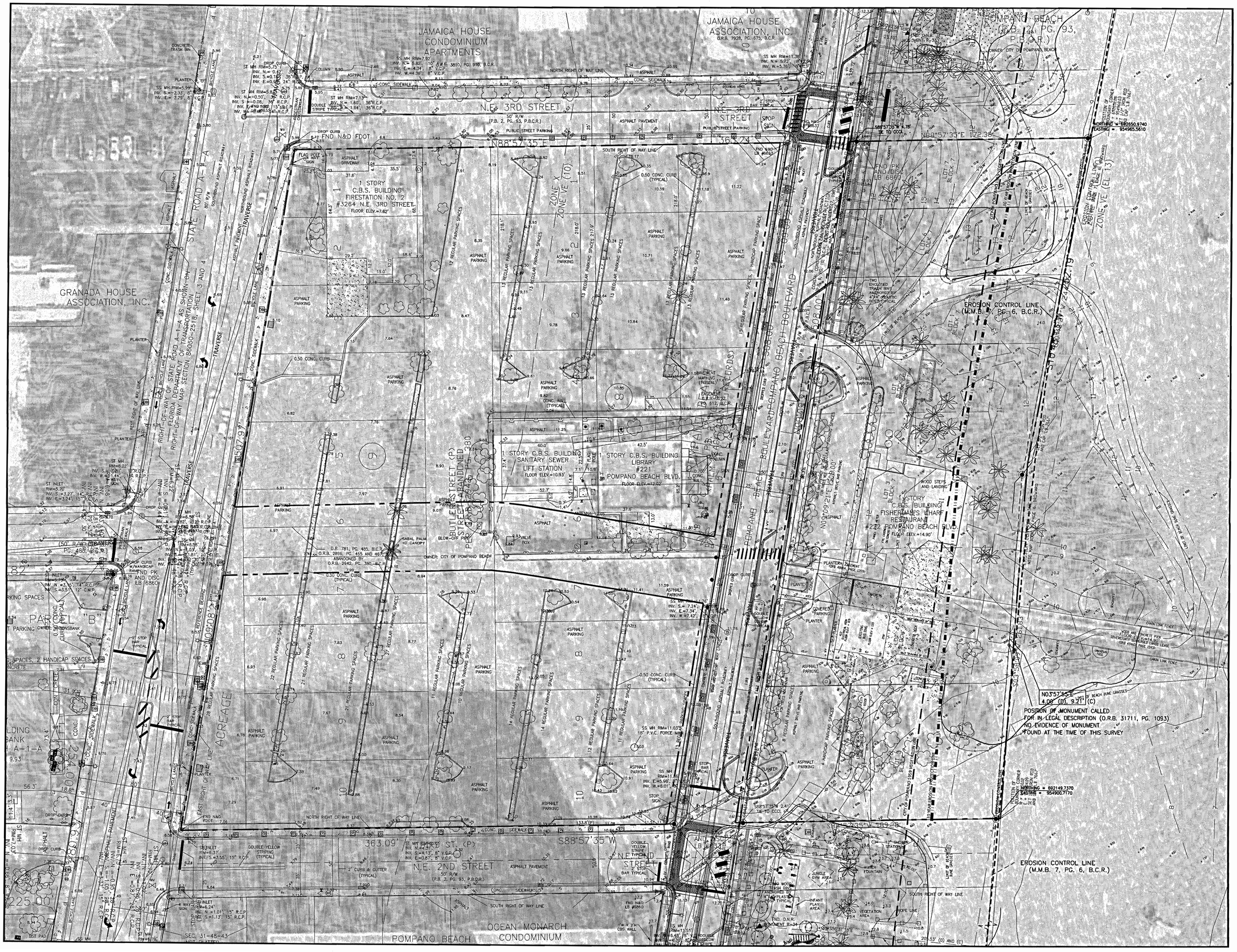
0 25' 50' 100'
SCALE: 1" = 50'-0"

NORTH

Date: 17 OCT 2014	Designed By: EDSA
Project No: 113037	Drawn By: EDSA

Sheet Number:

L-0.02



POMPANO BEACH FISHING VILLAGE EST. 2013

Prepared for:

pompano beach. Florida's Warmest Welcome

Clients:

New Urban Communities

CASTER developers

Consultants:

EDSA

1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsaplan.com
LC0000301

PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

EXISTING CONDITIONS

0 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

Date:	17 OCT 2014	Designed By:	EDSA
Project No:	113037	Drawn By:	EDSA

Sheet Number:

L-0.03

Southwest Parcel

Tree ID	Common Name	Scientific Name	Caliper	Height	Canopy	Qaulity	Disposition	Mitigtion Equivalent
1	Coconut Palm	Cocos nucifera		14'		Poor	Remove	
2	Coconut Palm	Cocos nucifera		14'		Poor	Remove	
3	Coconut Palm	Cocos nucifera		10'		Poor	Remove	
8	Cabbage Palm	Sabal palmetto		12'		Fair	Relocate	
9	Cabbage Palm	Sabal palmetto		10'		Poor	Remove	
10	Maria Tree	Calophyllum inophyllum	68"			Fair	Relocate	
11	Coconut Palm	Cocos nucifera		14'		Fair	Relocate	
12	Coconut Palm	Cocos nucifera		8'		Poor	Remove	
13	Coconut Palm	Cocos nucifera		12'		Poor	Remove	
14	Coconut Palm	Cocos nucifera		12'		Fair	Relocate	
15	Coconut Palm	Cocos nucifera		18'		Fair	Relocate	
16	Coconut Palm	Cocos nucifera		8'		Poor	Remove	
17	Coconut Palm	Cocos nucifera		12'		Poor	Remove	
18	Cabbage Palm	Sabal palmetto		12'		Poor	Remove	
19	Cabbage Palm	Sabal palmetto		20'		Poor	Remove	
20	Maria Tree	Calophyllum inophyllum	42"			Poor	Remove	
21	Coconut Palm	Cocos nucifera		10'		Poor	Remove	
22	Coconut Palm	Cocos nucifera		12'		Poor	Remove	
23	Cabbage Palm	Sabal palmetto		12'		Fair	Relocate	
24	Coconut Palm	Cocos nucifera		12'		Poor	Remove	
25	Cabbage Palm	Sabal palmetto		14'		Poor	Remove	
26	Cabbage Palm	Sabal palmetto		18'		Poor	Remove	
27	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
28	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
29	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
30	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
31	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
32	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
37	Coconut Palm	Cocos nucifera		30'		Good	Relocate	
38	Cabbage Palm	Sabal palmetto		6'		Good	Relocate	
39	Cabbage Palm	Sabal palmetto		6'		Good	Relocate	
40	Cabbage Palm	Sabal palmetto		6'		Good	Relocate	
41	Cabbage Palm	Sabal palmetto		6'		Good	Relocate	
42	Cabbage Palm	Sabal palmetto		16'		Poor	Remove	
43	Cabbage Palm	Sabal palmetto		16'		Poor	Remove	

Northwest Parcel

Tree ID	Common Name	Scientific Name	Caliper	Height	Canopy	Qaulity	Disposition	Mitigtion Equivalent
4	Coconut Palm	Cocos nucifera		10'		Poor	Remove	
5	Coconut Palm	Cocos nucifera		20'		Fair	Relocate	
6	Maria Tree	Calophyllum inophyllum	56"			Fair	Relocate	
7	Maria Tree	Calophyllum inophyllum	64"			Fair	Relocate	
33	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
34	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
35	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
36	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
44	Cabbage Palm	Sabal palmetto		16'		Fair	Relocate	
45	Cabbage Palm	Sabal palmetto		12'		Fair	Relocate	
46	Cabbage Palm	Sabal palmetto		14'		Fair	Relocate	
47	Cabbage Palm	Sabal palmetto		16'		Poor	Remove	
48	Cabbage Palm	Sabal palmetto		16'		Poor	Remove	
49	Cabbage Palm	Sabal palmetto		16'		Poor	Remove	
50	Cabbage Palm	Sabal palmetto		18'		Fair	Relocate	
51	Maria Tree	Calophyllum inophyllum	57"			Fair	Relocate	
52	Cabbage Palm	Sabal palmetto		18'		Fair	Relocate	
53	Cabbage Palm	Sabal palmetto		18'		Poor	Remove	
54	Maria Tree	Calophyllum inophyllum	54"			Poor	Remove	
55	Maria Tree	Calophyllum inophyllum	42"			Poor	Remove	
56	Coconut Palm	Cocos nucifera		6'		Poor	Remove	
57	Coconut Palm	Cocos nucifera		8'		Poor	Remove	
58	Coconut Palm	Cocos nucifera		6'		Poor	Remove	
59	Coconut Palm	Cocos nucifera		10'		Poor	Remove	
60	Maria Tree	Calophyllum inophyllum	50"			Poor	Remove	
61	Coconut Palm	Cocos nucifera		12'		Fair	Relocate	
62	Maria Tree	Calophyllum inophyllum	58"			Poor	Remove	
63	Coconut Palm	Cocos nucifera		10'		Poor	Remove	
64	Coconut Palm	Cocos nucifera		10'		Poor	Remove	
65	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
66	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
67	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
68	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
69	Coconut Palm	Cocos nucifera		14'		Good	Relocate	
70	Coconut Palm	Cocos nucifera		30'		Fair	Relocate	
71	Coconut Palm	Cocos nucifera		25'		Fair	Relocate	
72	Coconut Palm	Cocos nucifera		30'		Fair	Relocate	
73	Coconut Palm	Cocos nucifera		25'		Poor	Remove	
74	Coconut Palm	Cocos nucifera		25'		Poor	Remove	
75	Cabbage Palm	Sabal palmetto		18'		Fair	Relocate	
76	Sea Grape	Coccoloba uvifera	Multiple		25' O.A.	Fair	Relocate	
77	Silver Buttonwood	Conocarpus erectus var. sericeus	4"			Poor	Remove	
78	Silver Buttonwood	Conocarpus erectus var. sericeus	29"			Fair	Relocate	
79	Silver Buttonwood	Conocarpus erectus var. sericeus	35"			Fair	Relocate	
80	Sea Grape	Coccoloba uvifera	46"			Fair	Relocate	
81	Silver Buttonwood	Conocarpus erectus var. sericeus	6"			Fair	Relocate	
82	Silver Buttonwood	Conocarpus erectus var. sericeus	25"			Fair	Relocate	
83	Silver Buttonwood	Conocarpus erectus var. sericeus	18"			Fair	Relocate	
84	Cabbage Palm	Sabal palmetto		10'		Good	Relocate	
85	Coconut Palm	Cocos nucifera		6'		Good	Relocate	
86	Coconut Palm	Cocos nucifera		8'		Good	Relocate	
87	Coconut Palm	Cocos nucifera		10'		Good	Relocate	
88	Cabbage Palm	Sabal palmetto		16'		Poor	Remove	
89	Cabbage Palm	Sabal palmetto		16'		Poor	Remove	
90	Cabbage Palm	Sabal palmetto		16'		Poor	Remove	
91	Cabbage Palm	Sabal palmetto		10'		Fair	Relocate	
92	Coconut Palm	Cocos nucifera		28'		Fair	Relocate	
93	Coconut Palm	Cocos nucifera		10'		Poor	Remove	
94	Coconut Palm	Cocos nucifera		12'		Poor	Remove	

Prepared for:

pompano beach
Florida's Warmest Welcome

Clients:

New Urban Communities

CASTER developers

Consultants:

EDSA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsaplan.com
LC0000001
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

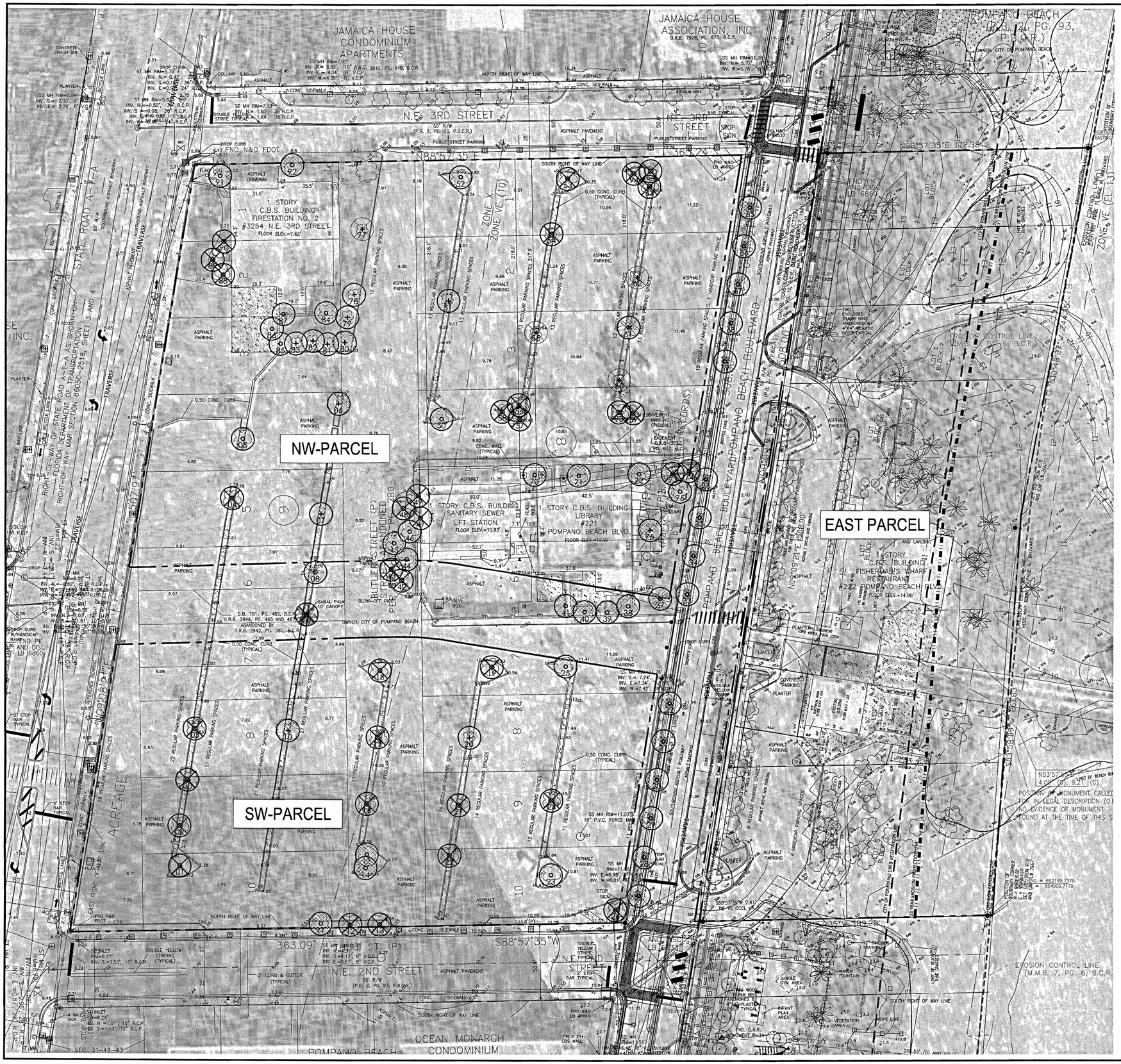
TREE DISPOSITION LIST

0 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

Date: 17 OCT 2014	Designed By: EDSA
Project No: 113037	Drawn By: EDSA

Sheet Number:

L-0.10



TREE DISPOSITION NOTES:

1. REFER TO THE TREE DISPOSITION TABLES ON L-0.10 FOR REFERENCE.
2. THE CONTRACTOR SHALL CALL FOR AND ATTEND AN INSPECTION OF EXISTING CONDITIONS BY THE OWNER PRIOR TO COMMENCING WORK, INCLUDING BUT NOT LIMITED TO IDENTIFICATION OF TREES, AND POTENTIAL OBSTRUCTIONS TO THE RELOCATION WORK. THE CONTRACTOR WILL PREPARE A REPORT OF EXISTING CONDITIONS AS A MATTER OF RECORD, TO INCLUDE PHOTOGRAPHS. THE CONTRACTOR WILL ACCEPT THE EXISTING CONDITIONS AS A REFERENCE POINT FOR CONDITION OF TREES, AND CONDITION OF THE SITE. EXISTING CONDITIONS WILL THEN BECOME THE RESPONSIBILITY OF THE CONTRACTOR TO KEEP INTACT.
3. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS BETWEEN PROPOSED IMPROVEMENTS AND EXISTING TRESS/PALMS.
4. ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED BY INSTALLING PROTECTIVE BARRIERS AROUND THE DRIP LINE OF TREES PER DETAIL 3/ L9-1.05. TREE PROTECTION BARRIERS SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF DEMOLITION AND MAINTAINED THROUGHOUT CONSTRUCTION.
5. ALL TREES SUBJECT TO ENCROACHMENT INTO THE ROOTZONE, DUE TO PROPOSED CONSTRUCTION, SHALL BE ROOT PRUNED 18" FROM THE PAVEMENT EDGE OR TRENCH AS INDICATED ON THE DRAWINGS AND HEREIN THESE SPECIFICATIONS.
6. TREE PITS RESULTING FROM RELOCATED MATERIAL SHALL BE BACKFILLED WITH CLEAN, STABLE FILL AND BROUGHT FLUSH WITH SURROUNDING GRADE.
7. CONTRACTOR SHALL FOLLOW THE AMERICAN STANDARD FOR TREE CARE OPERATIONS - TREE, SHRUB AND OTHER WOODY PLANT MAINTENANCE - STANDARD PRACTICES (TRANSPLANTING ANSI A300(PART 6)-2005 MUST BE ADHERED TO IN ITS ENTIRETY FOR ALL RELOCATIING/TRANSPLANTING OF TREES AND SHRUBS. ANSI A300 (PART 6-2005 INCLUDES THE FOLLOWING: 60-TRANSPLANTING STANDARDS, 61-NORMATIVE REFERENCES, 62-DEFINITIONS, 63-TRANSPLANTING PRACTICES.
8. EXISTING TREES TO BE RELOCATED SHALL BE CROWN PRUNED, ROOT PRUNED, AND TREATED WITH SOIL AMENDMENTS PRIOR TO RELOCATION. ALL TREES ARE TO BE TRIMMED BY THINNING THE CROWN ONLY, AND NOT BY REDUCING CROWN DIMENSIONS. TRIM TO CONFORM TO NAA AND ISA STANDARDS, INCLUDING REMOVAL OF DEAD WOOD.
8. WATERING:
   - 8.A. ALL TREES TO BE RELOCATED ARE TO BE PROVIDED WITH AN AUTOMATIC IRRIGATION SYSTEM WHICH PROVIDES 3 BUBBLER HEADS FED BY PVC PIPE TO EACH TREE.
   - 8.B. THE CONTRACTOR SHALL VERIFY A SOURCE OF MUNICIPAL OR WELL WATER AND PROVIDE FOR A TEMPORARY METER TO OPERATE THE IRRIGATION. WATER TO BE TREATED FOR SALT CONTENT, IF WELL WATER. IF LEVELS ARE NOT CONDUCIVE TO PLANT MATERIAL GROWTH, AN ALTERNATE SOURCE OF WATER SHALL BE UTILIZED AT NO ADDITIONAL EXPENSE.
   - 8.C. PROVIDE IRRIGATION TIMER, OR BATTERY POWERED VALVE TO WATER TREES TO BE RELOCATED. HAND WATERING IN LIEU OF AUTOMATIC SYSTEM SHALL NOT BE ALLOWED, HOWEVER HAND WATERING SHALL BE PERFORMED TO AVOID LAPSES SHOULD THE AUTOMATIC SYSTEM BE INOPERABLE FOR MORE THAN 24 HOURS.
9. BARRICADES:
   - 9.A. BARRICADES SHALL BE INSTALLED AT AN OFFSET DISTANCE OF 2' (TWO FEET) OUTSIDE THE TREE DRIP LINE/EDGE OF TREE CANOPY, PRIOR TO ANY CONSTRUCTION ACTIVITY.
   - 9.B. BARRICADE ALL EXISTING TREES AND PALMS WITH SIX FOOT (6') CHAIN LINK FENCE OR OTHER BARRICADE APPROVED BY OWNER.
10. ROOT PRUNING TECHNIQUE:
   - 10.A. ALL TREES SHALL BE EXCAVATED BY DIGGING A TRENCH A MINIMUM OF 48" DEEP BY 6" WIDE, EITHER BY HAND OR WITH A TRENCHING MACHINE DESIGNED FOR THIS PURPOSE. HAND CUT BROADLEAF TREE ROOTS AFTER TRENCHING TO PRODUCE CLEAN CUTS WITH NO SPLITS OR TEARS.
   - 10.B. TREES TO BE ROOT PRUNED SHALL HAVE A MINIMUM ROOT BALL SIZE OF 10" PER 1" OF CALIPER MEASURED AT DBH FOR BROAD LEAF TREES. ROOT BALLS ARE TO BE FORMED SQUARE, ALL TRENCHES BEING EQUAL DISTANCE FROM THE TRUNK.
11. TIMING:
   - 11.A. ALL BROADLEAF TREES ARE TO BE RELOCATED SHALL BE MAINTAINED FOR A MINIMUM OF TWELVE (12) WEEKS AFTER ROOT PRUNING PRIOR TO RELOCATION.

LEGEND

- EXISTING PALM/TREE - PROTECT IN PLACE
- EXISTING PALM/TREE - RELOCATE
- EXISTING PALM/TREE - REMOVE

POMPANO BEACH FISHING VILLAGE EST. 2013

Prepared for:

pompano beach. Florida's Warmest Welcome

Clients:

New Urban Communities

CASTER developers

Consultants:

EDSA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsadesign.com
LC0000001
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

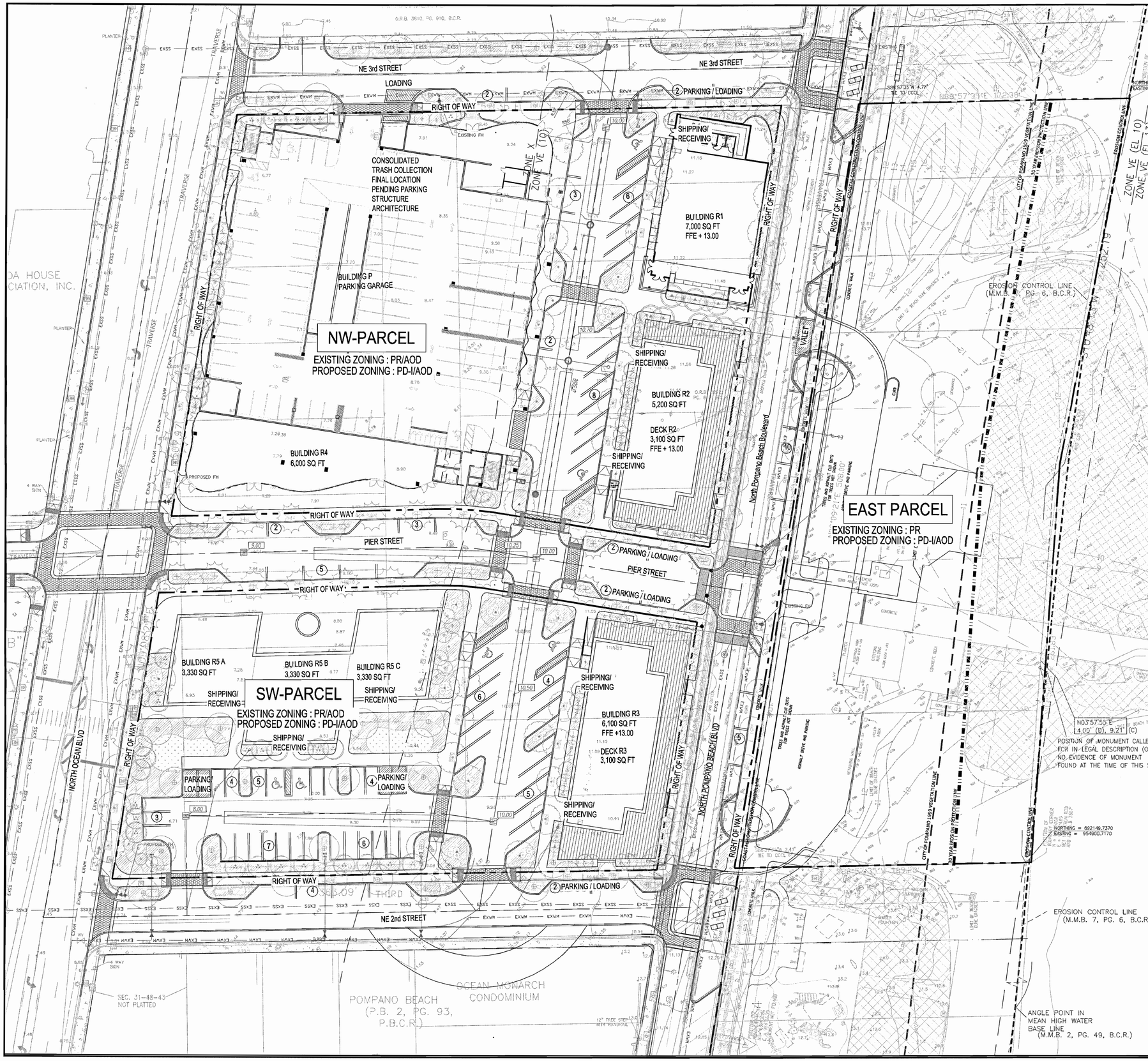
TREE DISPOSITION PLAN

0 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

Date: 17 OCT 2014	Designed By: EDSA
Project No: 113037	Drawn By: EDSA

Sheet Number:

L-0.11



NOTES:

ALL PERMITTED PRINCIPAL COMMERCIAL USES, ACCESSORY USES AND STRUCTURES, AND TEMPORARY USES AND STRUCTURES AS PROVIDED FOR WITHIN THE CITY'S LAND USE PLAN AND THE PD-I CATEGORY IN APPENDIX A: CONSOLIDATED USE TABLE OF THE ZONING ORDINANCE. ALL USES PROHIBITED IN THE AOD (155.3703.D.2.A) SHALL ALSO BE PROHIBITED IN THIS PD-I. IN ADDITION, OUTDOOR ENTERTAINMENT SHALL BE PERMITTED PROVIDED UNTIL 11 PM WEST OF POMPANO BEACH BOULEVARD AND 1 AM EAST OF POMPANO BEACH BOULEVARD, AND SALE OF FOOD AND DRINK SHALL BE PERMITTED ON THE BEACH IN THE BEACHFRONT AREA AS DESCRIBED IN ATTACHMENT 2 OF THE PD-I PLAN AND AGREEMENT AND AOD EXPANSION NARRATIVE.

LIGHTING NOTES:

1. EXTERIOR LIGHTING WILL FULLY COMPLY WITH THE CITY OF POMPANO BEACH REVISED ZONING CODE DATED JULY 23, 2013 AND ENSURE THE SAFETY OF MOTORISTS, AND PEDESTRIANS AND MINIMIZE ADVERSE IMPACTS ON ADJACENT PROPERTIES. (ARTICLE 5, PART 4, CODE 155.5401)
2. EXTERIOR LIGHTING WILL FULLY COMPLY WITH THE CITY OF POMPANO BEACH REVISED ZONING CODE DATED JULY 23, 2013 AND REDUCE IMPACTS OF COASTAL LIGHTING ON THE NESTING AND HATCHING OF THREATENED AND ENDANGERED SEA TURTLES THROUGH RESTRICTIONS, CONSTRAINTS AND REQUIREMENTS TO PRESERVE AND PROTECT SEA TURTLE INHABITANTS. TO HELP DO SO, IT IS THE POLICY OF THE CITY THAT NO ARTIFICIAL LIGHT SHALL DIRECTLY ILLUMINATE ANY AREA OF THE INCORPORATED BEACHES OF THE CITY. (ARTICLE 5, PART 4, CODE 155.5402)
3. EXTERIOR LIGHTING WILL FULLY COMPLY WITH FDEP AND FWC SEA TURTLE LIGHTING REQUIREMENTS.

DIMENSIONAL AND DEVELOPMENT STANDARDS

STANDARD	REQUIREMENT
MAXIMUM PARCEL COVERAGE	95%
MAXIMUM FAR	3.0
MAXIMUM IMPERVIOUS AREA	95%
MINIMUM LOT AREA	1 ACRE
MINIMUM LOT WIDTH	100'
MAXIMUM BUILDING HEIGHT	55'
MAXIMUM BUILDING SIZE	250,000
ROW SETBACK	1'
INTERIOR SIDE SETBACK	0'
REAR SETBACK	0'

POMPANO BEACH FISHING VILLAGE EST. 2013

Prepared for:

pompano beach. Florida's Warmest Welcome

Clients:

New Urban Communities

CASTER developers

Consultants:

EDSA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsaplan.com
LC0000001
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

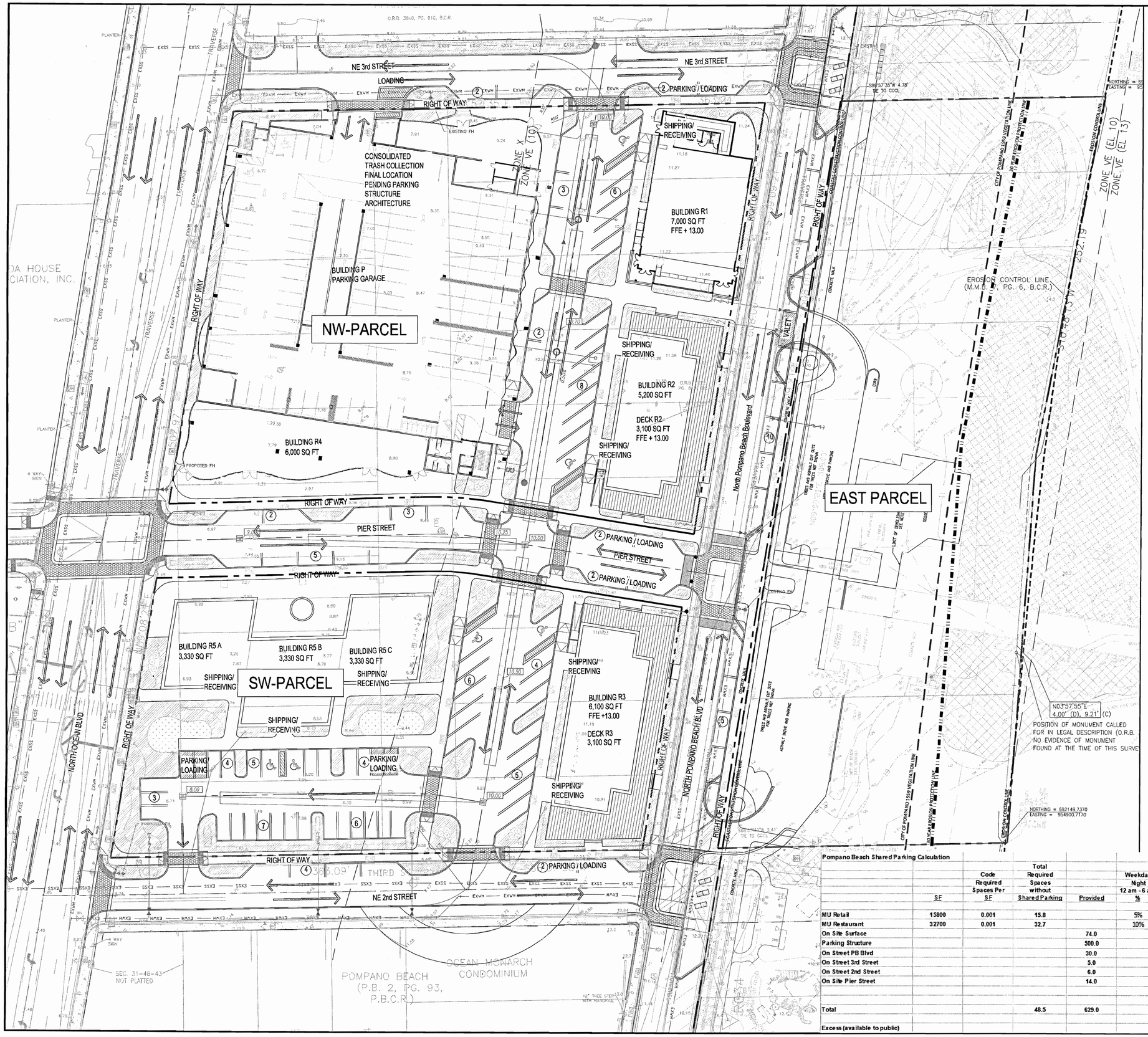
SITE PLAN

0 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

Date: 17 OCT 2014	Designed By: EDSA
Project No: 113037	Drawn By: EDSA

Sheet Number:

L-1.01



Pompano Beach Shared Parking Calculation

	SF	Code Required Spaces Per SF	Total Required Spaces without Shared Parking	Provided	Weekday Night 12 am - 6 am %	Required	Weekday Day 9 am - 4 pm	Required	Weekday Evening 6 pm - midnight
MU Retail	15800	0.001	15.8		5%	0.8	70%	11.1	90%
MU Restaurant	32700	0.001	32.7		10%	3.3	50%	16.4	100%
On Site Surface				74.0					
Parking Structure				500.0					
On Street PB Blvd				30.0					
On Street 3rd Street				5.0					
On Street 2nd Street				6.0					
On Site Pier Street				14.0					
Total			48.5	629.0		4.1		27.4	
Excess (available to public)						624.9		601.6	

POMPANO BEACH FISHING VILLAGE EST. 2013

Prepared for:

pompano beach. Florida's Warmest Welcome

Clients:

New Urban Communities

CASTER developers

Consultants:

EDSA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsa-plan.com
LC0000001
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

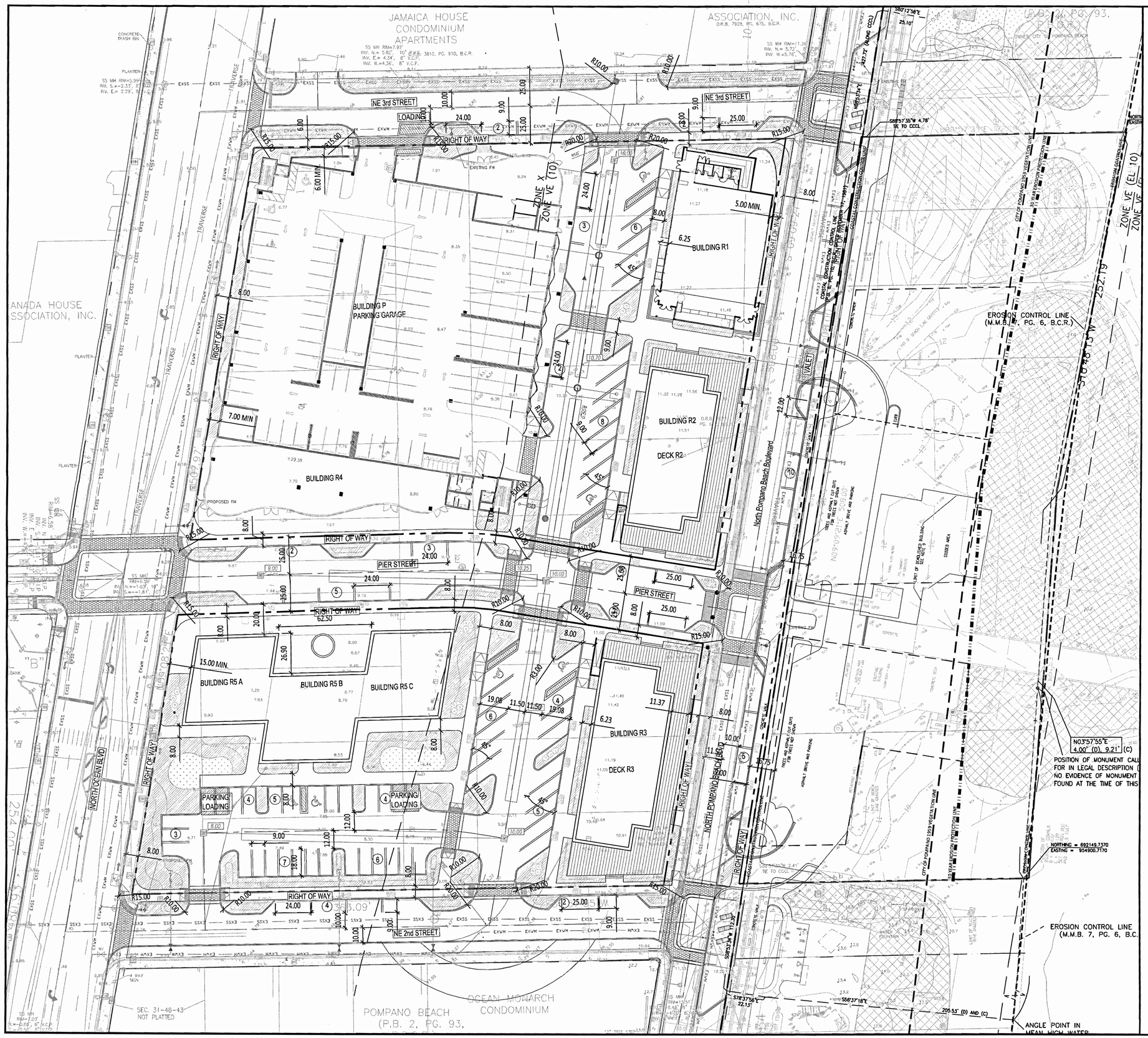
CIRCULATION PLAN

0 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

Date: 17 OCT 2014	Designed By: EDSA
Project No: 113037	Drawn By: EDSA

Sheet Number:

L-1.10



Prepared for:

pompano beach.
Florida's Warmest Welcome

Clients:

New Urban Communities

CASTER developers

Consultants:

EDSA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsa-pkn.com
LC0000001
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

LAYOUT PLAN

0 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

Date: 17 OCT 2014	Designed By: EDSA
Project No: 113037	Drawn By: EDSA

Sheet Number:

L-2.01

EXISTING SITE CALCULATIONS - NW PARCEL

TOTAL BUILDING COVERAGE	8,764 SF	9.2%
TOTAL PAVED AREA	72,206 SF	75.4%
TOTAL IMPERVIOUS AREA	80,970 SF	84.6%
TOTAL LANDSCAPE/PERVIOUS AREA	14,770 SF	15.4%
TOTAL NW PARCEL AREA	95,740 SF	100.0%

EXISTING SITE CALCULATIONS - SW PARCEL

TOTAL BUILDING COVERAGE	0.00 SF	0.0%
TOTAL PAVED AREA	62,359 SF	95.5%
TOTAL IMPERVIOUS AREA	62,359 SF	95.5%
TOTAL LANDSCAPE/PERVIOUS AREA	2,947 SF	4.5%
TOTAL SW PARCEL AREA	65,306 SF	100.0%

TOTAL EXISTING CONDITIONS

TOTAL BUILDING COVERAGE	8,764 SF	5.4%
TOTAL PAVED AREA	134,565 SF	83.6%
TOTAL IMPERVIOUS AREA	143,329 SF	89.0%
TOTAL LANDSCAPE/PERVIOUS AREA	17,717 SF	11.0%
TOTAL PROJECT AREA	161,046 SF	100.0%

0 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

Prepared for:
pompano beach
Florida's Warmest Welcome

Clients:
New Urban Communities
CASTER developers

Consultants:
EDSA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsaplan.com
LC0000001
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:
MASTER SITE PLAN

EXISTING COVERAGE

Date: 17 OCT 2014	Designed By: EDSA
Project No: 113037	Drawn By: EDSA

Sheet Number:
L-3.01

POMPANO BEACH FISHING VILLAGE EST. 2018

Prepared for:

pompano beach. Florida's Warmest Welcome

Clients:

New Urban Communities

CASTER developers

Consultants:

EDSA

1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsaplan.com
LC0000001

PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

PROPOSED COVERAGE

PROPOSED SITE CALCULATIONS - NW PARCEL

TOTAL BUILDING COVERAGE	63,130 SF	65.9%
TOTAL PAVED AREA	22,660 SF	23.7%
TOTAL DECK AREA	3,100 SF	3.2%
TOTAL IMPERVIOUS AREA	888,90 SF	92.8%
TOTAL LANDSCAPE/PERVIOUS AREA	6,850 SF	7.2%
TOTAL NW PARCEL AREA	95,740 SF	100.0%

PROPOSED SITE CALCULATIONS - SW PARCEL

TOTAL BUILDING COVERAGE	16,090 SF	24.6%
TOTAL PAVED AREA	32,324 SF	49.5%
TOTAL DECK AREA	3,100 SF	4.7%
TOTAL IMPERVIOUS AREA	51,514 SF	78.9%
TOTAL LANDSCAPE/PERVIOUS AREA	13,792 SF	21.2%
TOTAL SW PARCEL AREA	65,306 SF	100.0%

TOTAL PROPOSED

TOTAL BUILDING COVERAGE	79,220 SF	49.19%
TOTAL PAVED AREA	54,984 SF	34.14%
TOTAL DECK AREA	6,200SF	3.85%
TOTAL IMPERVIOUS AREA	140,404 SF	87.18%
TOTAL LANDSCAPE/PERVIOUS AREA	20,642 SF	12.82%
TOTAL PROJECT AREA	161,046 SF	100.00%

EXISTING / PROPOSED COMPARISON

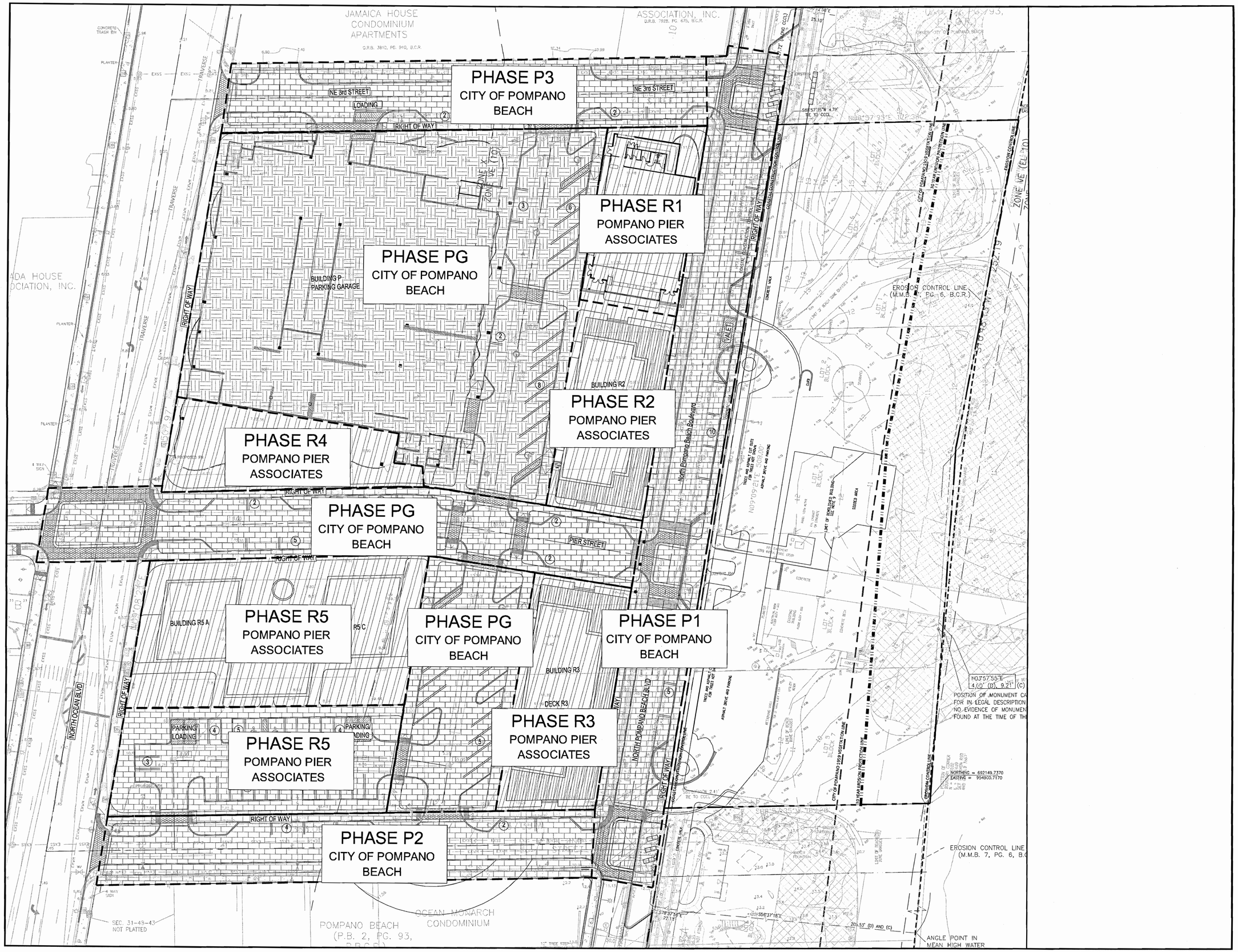
	EXISTING	PROPOSED	DIFFERENCE
TOTAL BUILDING COVERAGE	8,764 SF	79,220 SF	+70,456 SF
TOTAL PAVED AREA	134,565 SF	54,984 SF	- 79,581 SF
TOTAL DECK AREA	N/A	6,200 SF	+6,200 SF
TOTAL IMPERVIOUS AREA	143,329 SF	140,404 SF	-2,925 SF
TOTAL LANDSCAPE/PERVIOUS AREA	17,717 SF	20,642 SF	+2,925 SF
TOTAL PROJECT AREA	161,046 SF	161,046 SF	0 SF

0 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

Date: 17 OCT 2014	Designed By: EDSA
Project No: 113037	Drawn By: EDSA

Sheet Number:

L-3.02



POMPANO BEACH
FISHING VILLAGE
EST. 1899

Prepared for:

pompano beach.
Florida's Warmest Welcome

Clients:

New Urban Communities

CASTER developers

Consultants:

EDSA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsaplan.com
LC.C000001
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

PHASING PLAN

0 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

Date: 17 OCT 2014	Designed By: EDSA
Project No: 113037	Drawn By: EDSA

Sheet Number:

L-4.01

PLANTING NOTES

1. ALL PLANTS SHOULD BE HEALTHY, OF STRONG MATERIAL, FREE OF PLAGUE AND SICKNESS. ALL PLANTS MUST BE IN COMPLETE AND STRICT ACCORDANCE WITH ARTICLE NO. 1 OF FLORIDA'S "QUALITY STANDARDS FOR NURSERY PLANTS" PUBLISHED BY THE DEPARTMENT OF AGRICULTURE AND SERVICES FOR CONSUMERS. IN SOME INSTANCES THE PLANTS MUST BE OF SUPERIOR QUALITY THAN NO. 1 TO BE ABLE TO ACHIEVE THE MINIMAL REQUIREMENT FOR THIS PROJECT.

2. THE CONTRACTOR IS RESPONSIBLE FOR THE PLANTS MEETING THE SPECIFICATIONS AS NOTED PRIOR TO THEIR INSTALLATION. THE CONTRACTOR MUST IMMEDIATELY REMOVE ANY PLANT THAT DOES NOT MEET THE SPECIFICATIONS.

3. ALL ROOT BALLS MUST BE IN ACCORDANCE TO THE SIZE STANDARDS ESTABLISHED IN "AMERICAN STANDARDS FOR NURSERY PLANTS".

4. THE CONTRACTOR MUST PRESENT TO THE LANDSCAPE ARCHITECT THE INSPECTION CERTIFICATE FROM THE NURSERY AND/OR THE STATE OF ALL PLANTS TWO (2) WEEKS PRIOR TO COMMENCEMENT OF WORK.

5. ALL PLANTS MUST BE PROTECTED DURING THEIR TRANSPORT AND TAKEN TO THE SITE COVERED WITH A CLOTH FOR SHADE OR OTHER PREVENTIVE FORM TO PROTECT THE PLANTS AGAINST WIND BURN.

6. THE CONTRACTOR MUST VERIFY ALL INFORMATION ON SITE BEFORE INSTALLATION BEGINS. ALL EXISTING PLANTS MUST REMAIN INTACT AND UNDISTURBED UNLESS IT IS SPECIFIED IN THE PLANS.

7. ANY SUBSTITUTION OF SIZE AND/OR PLANT TYPE MUST BE PRE-APPROVED BY THE LANDSCAPE ARCHITECT. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE THEY ARE PLANTED.

8. THE LANDSCAPE CONTRACTOR MUST PLACE STAKES ON THE PLANT LOCATION BEFORE THE PLANTING BEGINS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT.

9. ALL TREES MUST HAVE STRAIGHT, LEAFY TRUNKS, AND MUST MEET ALL THE SPECIFIED REQUIREMENTS.

10. BEFORE CONSTRUCTION BEGINS, THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND MUST AVOID DAMAGING ANY SERVICES DURING CONSTRUCTION. IF ANY DAMAGE OCCURS BY FAULT OF THE CONTRACTOR, THE NECESSARY REPAIR MUST TAKE PLACE AT THE CONTRACTOR'S EXPENSE AND UNDER THE SUPERVISION OF THE LANDSCAPE ARCHITECT.

11. INSTALLATION - ALL PLANTS MUST BE INSTALLED PROFESSIONALLY AND WITH GREAT CARE AND OF THE QUALITY PREVIOUSLY DESCRIBED. ALL LANDSCAPE ELEMENTS MUST BE INSTALLED IN A WAY TO MEET ALL REQUIRED CODES AND ORDINANCES. .

12. TYPICALLY, THE PLANTING OF SHRUBS AND GROUNDCOVER ARE SHOWN AS PLANTING BED LAYERS. THE PLANTS MUST BE PLACED IN A TRIANGULAR SPACING CONFIGURATION (IRREGULAR SPACING) AS SHOWN IN THE PLANTING DETAILS. THE DIMENSIONS FROM CENTER TO CENTER (O.C.) OF THE PLANTS CAN BE FOUND IN THE PLANT LIST.

13. THE CONTRACTOR MUST SECURE THE DRAINAGE AND PERCOLATION OF ALL PLANTING WELLS PRIOR TO THE PLANT INSTALLATION. THE CONTRACTOR MUST FILL ALL WELLS WITH WATER BEFORE PLANTING TO MAKE SURE THAT DRAINAGE AND PERCOLATION ARE FEASIBLE AND FIX WHATEVER IS NECESSARY TO ACCOMPLISH THIS. THE CONTRACTOR IS RESPONSIBLE TO REPLACE ANY PLANT LOST DUE TO INADEQUATE DRAINAGE CONDITIONS.

14. ANY TREE THAT HAS BEEN PLANTED IN A GROW BAG OR SIMILAR MATERIAL MUST HAVE THE BAG COMPLETELY REMOVED PRIOR TO ITS PLANTING.

15. THE TOP HALF PART OF THE BURLAP HAS TO BE CUT OR REMOVED SURROUNDING THE TRUNK FROM THOSE PLANTS THAT HAVE BURLAP OR ARE INSIDE BAGS. IT SHOULDN'T BE TOTALLY REMOVED. WIRE CAGES, STRAPS, ETC. SHOULD BE CUT AND REMOVED BEFORE INSTALLATION.

16. THE CONTRACTOR SHOULD REPLACE ANY PLANT THAT IS NOT APPROVED WITHIN A WEEK OF BEING NOTIFIED.

17. THE CONTRACTOR SHOULD REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, NOTES AND PLANTING SPECIFICATIONS FOR COMPLETE INSTRUCTIONS ON THE LANDSCAPE PLANTING.

18. FERTILIZATION

PALMS 13-3-13 PLUS LOWER ELEMENTS - SLOW DISCHARGE 0.2 KG FERTILIZER BY 1CM REGULATOR

SHRUBS AND GROUNDCOVER 8-10-10 PLUS LOWER ELEMENTS - SLOW DISCHARGE 0.5KG FERTILIZER BY 10 M2

TREES 8-6-6 PLUS LOWER ELEMENTS - SLOW DISCHARGE 0.2 KG FERTILIZER BY 1 CM REGULATOR

GRASS 16-4-8 PLUS LOWER ELEMENTS - SLOW DISCHARGE 0.5 KG FERTILIZER BY 100 M2

- THE COST OF THE LANDSCAPE FERTILIZER PREVIOUSLY DESCRIBED SHOULD BE INCLUDED IN THE PRICE OF THE PLANT.

19. PREPARATION AND MIXTURE OF THE PLANT SOIL.

A. APPLY "ROUNDUP" (MANUFACTURED BY MONSANTO CORP) OR SIMILAR PESTICIDE APPROVED ACCORDING TO THE PORCENTAGE AND SPECIFICATIONS BY THE MANUFACTURER WITHIN THE LIMITS OF ALL THE AREAS THAT WILL BE PLANTED. PROTECT ALL PLANTS FROM OVER-WATERING OR WATER WITHIN THE ROOT ZONE. THE CONTRACTOR MUST MAKE SURE TO ERRADICATE ALL WEEDS.

B. BEFORE REPLACING THE SUPERIOR PLANT SOIL, THE SURFACE MUST BE RAKED TO REMOVE ALL ROCKS (25 MM IN DIAMETER OR GREATER), DEBRIS, GARBAGE AND REMAINS FROM PLANTS THAT WERE REMOVED.

C. RAKE THE SUBSOIL TO A DEPTH OF 75 MM.

D. THE CONTRACTOR MUST APPLY PRE-EMERGENT PESTICIDE APPROVED ACCORDING TO THE PORCENTAGES AND SPECIFICATIONS OF THE MANUFACTURER.

E. THE PLANT SOIL MIX FOR TREES, SHRUBS AND GROUNDCOVER SHOULD BE THOROUGHLY PREPARED CONSISTING OF:

1. ROYAL PALMS
   60% CLEAN SAND D.O.T.
   40% SUPERFICIAL LAYER OF SOIL/COMPOSED OF APPROVED SOLID WASTE

2. ALL OTHER PALMS
   90% CLEAN SAND D.O.T.
   10% SUPERFICIAL LAYER OF SOIL/COMPOSED OF APPROVED SOLID WASTE

3. SHRUBS AND GROUNDCOVER
   70% CLEAN SAND D.O.T.
   30% SUPERFICIAL LAYER OF SOIL/COMPOSED OF APPROVED SOLID WASTE

THE CONTRACTOR MUST PRESENT SAMPLES OF THE PLANT SOIL MIX PREPARED IN THE LABORATORY TO THE LANDSCAPE ARCHITECT FOR APPROVAL.

F. THE MIX COMPOSED OF WASTE SHOULD BE FREE OF NEMATODES THAT COULD BE PERJUDICIAL TO PLANT GROWTH, MUST BE OF UNIFORM QUALITY AND SHOULD HAVE A PH VALUE BETWEEN 5.3 AND 6.5 (AS DETERMINED ACCORDING TO ASTM E70) FLORIDA MOSS MUST BE STERILIZED TO BE FREE OF ALL VIABLE NUT GRASS AND OTHER UNDESIRABLE WEEDS.

G. SUPERFICIAL LAYER OF PLANT SOIL SHOULD BE NATURAL, FERTILE, AND CAPABLE TO SUSTAIN THE VIGOROUS GROWTH OF PLANTS. IT MUST HAVE A UNIFORM COMPOSITION MIXED WITH SUBSOIL. IT MUST BE FREE OF ROCKS, LUMPS, LIVE PLANTS AND ROOTS, BRANCHES AND OTHER FOREIGN MATERIAL. EXTEND THE SUPERFICIAL LAYER OF SOIL MIX TO A MINIMUM DEPTH OF 75 MM ACROSS ALL AREAS AND 150 MM IN ALL THE PLANTING BEDS FOR SHRUBS AND GROUNDCOVER. REMOVE ALL ROCKS AND OTHER OBJECTS WITH MORE THAN 25MM IN DIAMETER.

H. SMOOTH THE SUPERFICIAL LAYER OF PLANT SOIL TO 100MM BELOW THE EDGES OF THE ADJACENT PAVEMENT.

I. THE FINAL GRADING OF THE PREPARED SUPERFICIAL LAYER OF PLANT SOIL SHOULD BE A SMOOTH AND EVEN SURFACE TO MAKE SURE THAN THERE IS POSITIVE DRAINAGE AWAY FROM ANY STRUCTURES AND ELIMINATE ANY LOW AREAS THAT CAN COLLECT WATER.

J. SMOOTH THE SUPERFICIAL LAYER OF PLANT SOIL MIX TO 150 MM BELOW THE FINAL LEVEL IN THE GRASS AREAS.

K. THE SUPERFICIAL LAYER OF PLANT SOIL SHOULD NOT HAVE HIGH LEVELS OF ACID OR ALCALINE NOR CONTAIN ANY TOXIC SUBSTANCES THAT COULD BE HAZARDOUS TO PLANT GROWTH. THE PH LEVEL SHOULD BE BETWEEN THE RANGE OF 5.5 TO 6.5. IF NECESSARY, THE CONTRACTOR SHOULD MAKE THE APPROPRIATE CORRECTIONS TO THE PH LEVEL OF THE TOP LAYER ADJUSTING THE PH TO BE BETWEEN 5.5 A 6.5.

20. THE PRACTICE OF STAKING SHOULD NOT ALLOW NAILS, SCREWS, WIRES, ETC. TO PENETRATE THE OUTER SURFACE OF THE TREES OR PALMS. THE TREES OR PALMS THAT ARE REJECTED DUE TO THIS PRACTICE SHOULD BE REPLACED IN THE PRESENCE OF AN INSPECTOR.

21. THE CONTRACTOR MUST LAY FERTILIZER MIXED WITH MALALEUCA MULCH FREE OF ANY WEEDS THROUGHOUT ALL PLANTING AREAS AT A MINIMUM DEPTH OF 75 MM.

22. THE CONTRACTOR IS RESPONSIBLE OF COMPLETELY MAINTAINING THE PLANTING AREAS (INCLUDING WATERING, SPRAYING, FERTILIZING, MOWING, ETC.) UNTIL THE WORK HAS BEEN ACCEPTED COMPLETELY UNTIL THE END OF THE PERIOD.

23. ESTABLISHED BY THE ENGINEER AND LANDSCAPE ARCHITECT FOR THE PROJECT.

24. THE CONTRACTOR MUST GUARANTEE ALL THE PLANTS FOR A 90 DAY SETTLING PERIOD AFTER THE COMPLETION DATE.

25. THE CONTRACTOR MUST REQUEST INSPECTION OF THE PROJECT IN WRITING. IF ALL WORK IS SATISFACTORY AND COMPLETE ACCORDING TO THE CONDITIONS OF THE CONTRACT DOCUMENTS, THEN THE OWNER AND THE LANDSCAPE ARCHITECT MUST DECLARE THE PROJECT COMPLETE. THIS DECLARATION WILL CONSTITUTE AS THE BEGINNING OF THE GUARANTEE PERIOD.

26. DURING THE REMOVAL OF THE STAKES OR STRAPS FOR THE TREES AND PALMS AFTER THE INSTALLATION PERIOD WILL BE THE RESPONSIBILITY OF THE OWNER.

27. ALL PLANTS MUST BE OF FLORIDA QUALITY NO. 1 OR BETTER IN THE MOMENT OF INSTALLATION AND SHOULD BE MAINTAINED IN THE SAME CONDITION UNTIL THE PROJECT HAS BEEN ACCEPTED. IF THE PLANTS FALL BELOW QUALITY DURING THE MAINTENANCE PERIOD THEY WILL BE REJECTED AND MUST BE REPLACED.

POMPANO BEACH FISHING VILLAGE EST. 1897

Prepared for:

pompano beach
Florida's Warmest Welcome

Clients:

New Urban Communities

CASTER developers

Consultants:

EDSA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsaplan.com
LC0000501
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

LANDSCAPE DETAILS

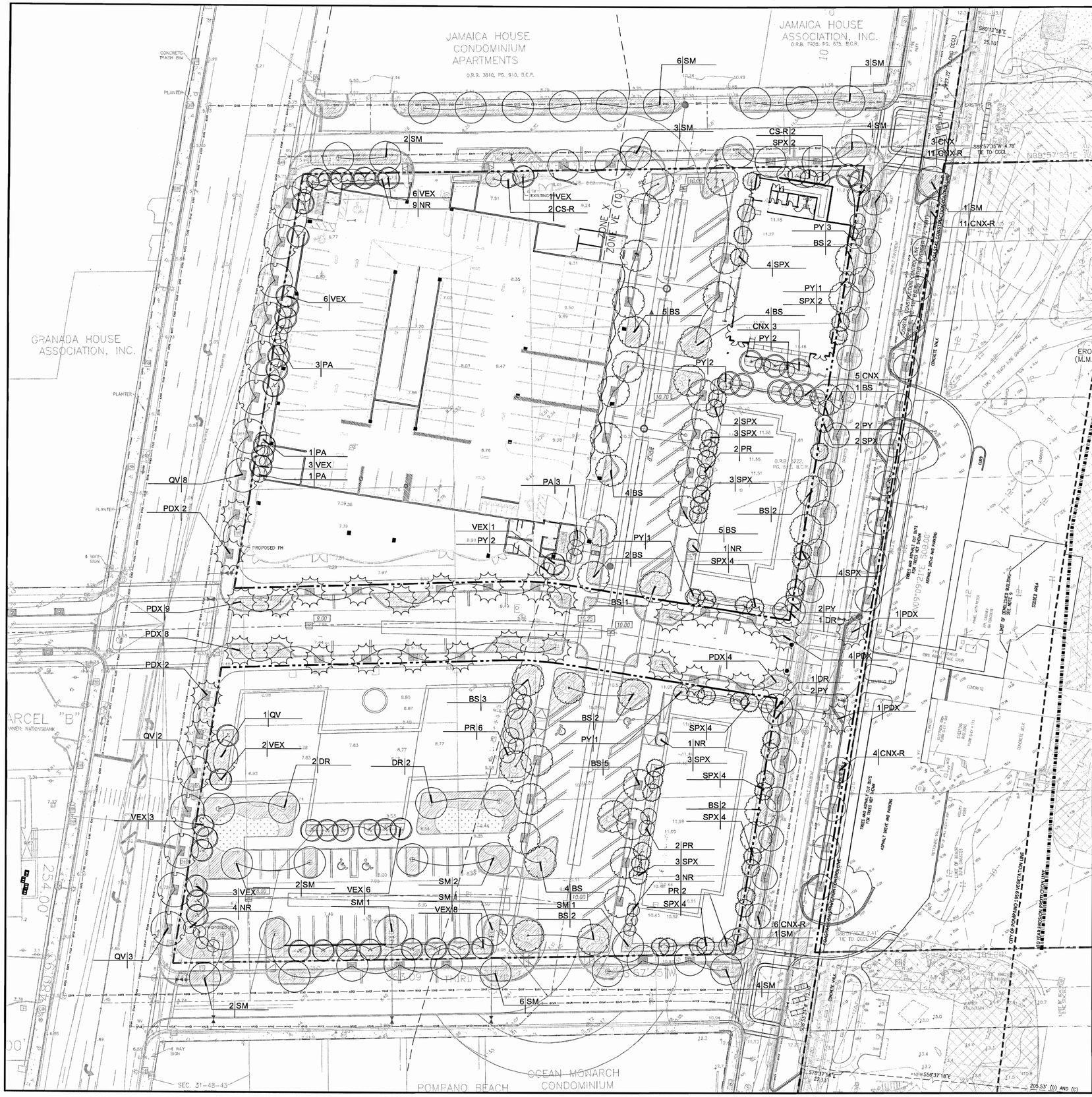
0 0' 0' 0'
SCALE: AS NOTED

NORTH

Date: 17 OCT 2014	Designed By: EDSA
Project No: 113037	Drawn By: EDSA

Sheet Number:

L-5.00



PLANT SCHEDULE						
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	CALIP
BS	44	Bursera simaruba	Gumbo Limbo	B&B	18' HT	4"
CS-R	4	Conocarpus erectus sericeus	Silver Button Wood	RELOCATE		
DR	6	Delonix regia	Royal Poinciana	B&B	20' HT	6"
NR	18	Nerium oleander 'Hardy Red'	Hardy Red Oleander	15 gal.	10' FULL	MULT
PA	8	Plumeria acuminata	White Frangipani	25 Gal.	10' O.A.	
PY	18	Plumeria acutifolia	Yellow Plumeria	25 Gal.	10' O.A.	
PR	12	Plumeria rubra	Red Frangipani	25 Gal.	10' O.A.	
QV	14	Quercus virginiana	Southern Live Oak	B&B	22' HT	6"
SM	39	Swietenia mahagoni	West Indian Mahogany	B&B	20' HT	6"

PALM TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	CALIP
CNX	11	Cocos nucifera	Coconut Palm	B&B	12' C.T.	
CNX-R	32	Cocos nucifera	Coconut Palm	RELOCATE		
PDX	31	Phoenix dactylifera	Date Palm	B&B	18' C.T.	
SPX	48	Sabal palmetto	Cabbage Palmetto	B&B	10' C.T.	
VEX	39	Veitchia montgomeryana	Montgomery Palm	FG	8' CT, double head	

IRRIGATION NOTES:

1. LANDSCAPING SHALL BE KEPT IN HEALTHY GROWING CONDITIONS THROUGH APPROPRIATE IRRIGATION BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF THE BUILDING CODE.

2. THE IRRIGATION SYSTEM SHALL INCLUDE A RAIN-SENSING CUTOFF DEVICE THAT SHALL BE LOCATED AND INSTALLED SO THAT BUILDING EAVES, BALCONIES, AND SIMILAR OVERHANGS DO NOT INTERFERE WITH EFFECTIVE OPERATION OF THE DEVICE.

3. THE IRRIGATION SYSTEM SHALL BE PROPERLY MAINTAINED IN GOOD WORKING ORDER AND PROVIDE A MINIMUM COVERAGE OF 100 PERCENT WITH 50 PERCENT OVERLAP.

4. WATER USED FOR IRRIGATION SHALL BE RUST-FREE EXCEPT WHERE DEEMED UNNECESSARY BY THE DEVELOPMENT SERVICES DIRECTOR.

5. WATER USED FOR IRRIGATION SHALL BE REUSE WATER WHEREVER PRACTICABLE.

Prepared for:

pompano beach
Florida's Warmest Welcome

Clients:

New Urban Communities

CASTER developers

Consultants:

EDSA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsaplan.com
LC0000001
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

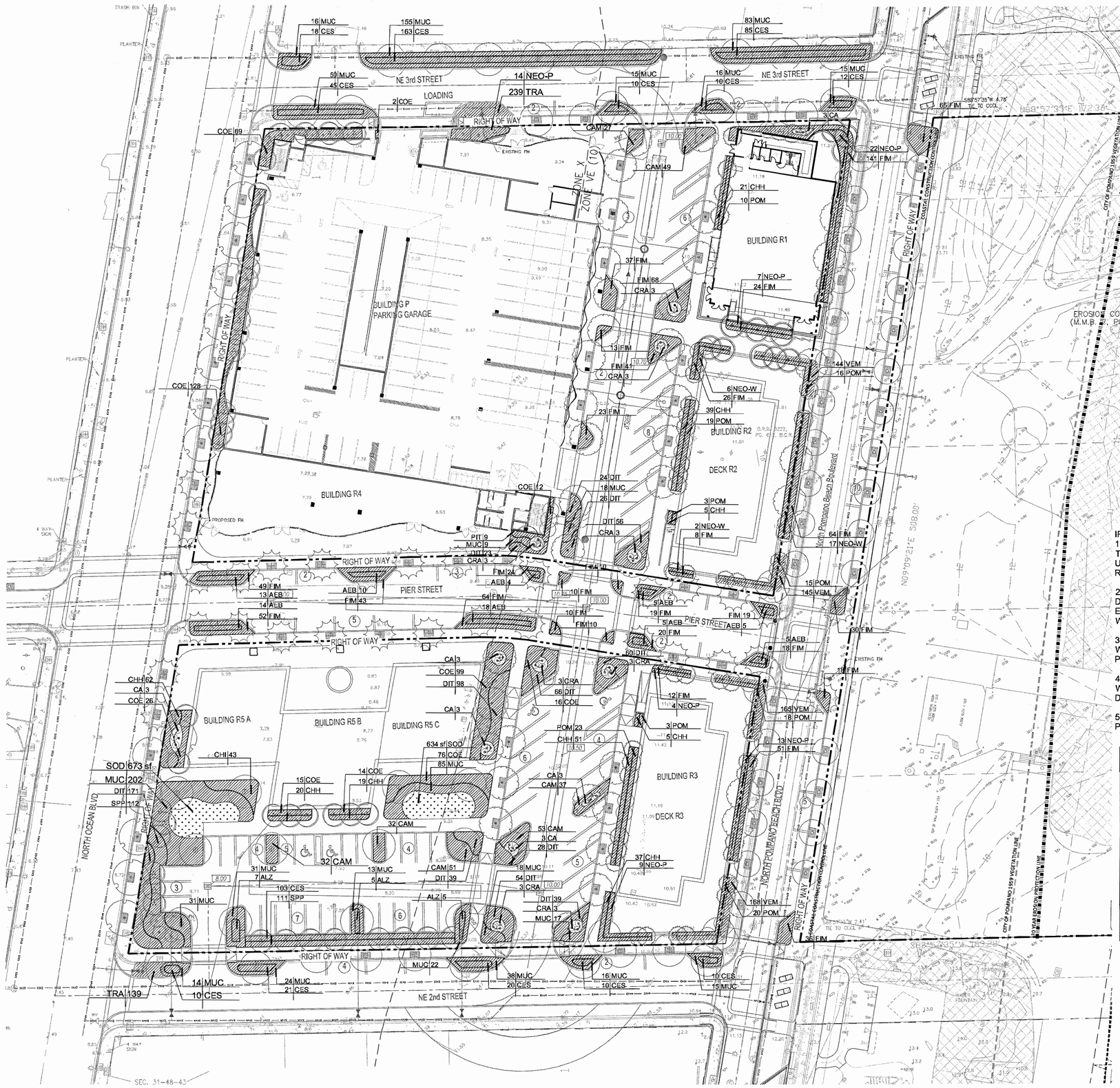
TREE PLAN

0 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

Date: 17 OCT 2014	Designed By: EDSA
Project No: 113037	Drawn By: EDSA

Sheet Number:

L-5.01



IRRIGATION NOTES:

1. LANDSCAPING SHALL BE KEPT IN HEALTHY GROWING CONDITIONS THROUGH APPROPRIATE IRRIGATION BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF THE BUILDING CODE.

2. THE IRRIGATION SYSTEM SHALL INCLUDE A RAIN-SENSING CUTOFF DEVICE THAT SHALL BE LOCATED AND INSTALLED SO THAT BUILDING EAVES, BALCONIES, AND SIMILAR OVERHANGS DO NOT INTERFERE WITH EFFECTIVE OPERATION OF THE DEVICE.

3. THE IRRIGATION SYSTEM SHALL BE PROPERLY MAINTAINED IN GOOD WORKING ORDER AND PROVIDE A MINIMUM COVERAGE OF 100 PERCENT WITH 50 PERCENT OVERLAP.

4. WATER USED FOR IRRIGATION SHALL BE RUST-FREE EXCEPT WHERE DEEMED UNNECESSARY BY THE DEVELOPMENT SERVICES DIRECTOR.

5. WATER USED FOR IRRIGATION SHALL BE REUSE WATER WHEREVER PRACTICABLE.

PLANT SCHEDULE

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	
CA	18	Crinum augustum	Crinum Lily	7 gal	30" OA	
CRA	24	Crinum augustum 'Queen Emma'	'Queen Emma' Crinum	7 gal	30" OA	

SHRUB AREAS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	SIZE	SPACING
AEB	79	Aechmea blanchetiana	Orange Bromeliad	7 gal	2' O.A.	30" o.c.
ALZ	17	Alpinia zerumbet 'Variegata'	Variegated Shell Ginger	7 gal	3' O.A.	36" o.c.
CAM	281	Cardasa macrocarpa 'Emerald Blanket'	Emerald Blanket Cardasa	3 gal	12" ht. x 12" spr.	24" o.c.
CHH	239	Chrysobalanus icaco 'Horizontalis'	Horizontal Coccoplum	3 gal	18" O.A.	24" o.c.
CHI	43	Chrysobalanus icaco 'Red Tip'	Red Tip Coccoplum	3 gal	24" ht. x 24" spr.	30" o.c.
COE	457	Conocarpus erectus	Green Buttonwood	7 gal	30" O.A.	30" o.c.
CES	517	Conocarpus erectus 'sericeus'	Silver Button Wood	7 gal	30" O.A.	24" o.c.
DIT	684	Dianella tasmanica 'Blueberry'	Blueberry Flax Lily	3 gal	20" O.A.	24" o.c.
FIM	1,005	Ficus microcarpa 'Green Island'	Green Island Ficus	3 gal	12" ht. x 12" spr.	24" o.c.
MUC	903	Muhlenbergia capillaris 'Gulf Coast'	Gulf Coast Muhly	3 gal	12" O.A.	36" o.c.
NEO-P	69	Nerium oleander 'Pink'	Pink Oleander	7 gal	4' O.A.	48" o.c.
NEO-W	25	Nerium oleander 'White'	White Oleander	7 gal	4' O.A.	48" o.c.
PIT	9	Pittosporum tobira	Mock Orange	3 gal	18" ht. x 18" spr.	30" o.c.
POM	127	Podocarpus macrophyllus	Yew Pine	7 gal	36" HT	36" o.c.
SPP	223	Spartina patens	Salt Meadow Cord Grass	1 gal		24" o.c.

GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	FIELD2	SPACING
SOD	1,307 sf	Paspalum vaginatum 'platinum TE'	Seashore Paspalum-Platinum TE	sod		
TRA	318	Trachelospermum asiaticum 'Asiatic'	Asiatic Jasmine	1 gal		12" o.c.
VEM	622	Verbena maritima	Beach Verbena	1 gal	8" Ht. x 12" Sp.	12" o.c.

0 15' 30' 60'
SCALE: 1" = 30'-0"
NORTH

POMPANO BEACH FISHING VILLAGE EST. 2013

Prepared for:
pompano beach.
Florida's Warmest Welcome

Clients:
New Urban Communities
CASTER developers

Consultants:
EDSA
1512 E. BROWARD BOULEVARD, SUITE 110
FORT LAUDERDALE, FLORIDA 33301 USA
TEL: 954.524.3330
www.edsaplan.com
LC0000001
PLANNING • LANDSCAPE ARCHITECTURE • URBAN DESIGN • GRAPHIC DESIGN

PETER WAYNE AQUART, PE
CIVIL ENGINEER
FL. P.E. No. 34176

1030 U.S. HIGHWAY 1, #312
NORTH PALM BEACH, FL 33408
PH: 561.379.2879
EMAIL: PAQUART@AOL.COM

Rev:	Date:	Description:	By:
1			
2			
3			
4			
5			

Sheet Title:

MASTER SITE PLAN

SHRUB PLAN

Date: 17 OCT 2014	Designed By: EDSA
Project No: 113037	Drawn By: EDSA

Sheet Number:

L6.01

		DATE DRAWN:	24JUL14	
		SCALE:	1"=30'	
		DESIGN BY:	PWA	
		DRAWN BY:	PWA	
2	REV. PER SITE PLAN CHNGS. & ADD. W.M. SIZES	PWA	15OCT14	CHECKED BY: PWA
1	REV. PER DRC COMMENTS	PWA	29AUG14	APPROVED BY: PWA
	DESCRIPTION:	BY:	DATE:	

PETER WAYNE AQUART, P.E.
CONSULTING CIVIL ENGINEER
1030 U.S. HIGHWAY 1, #213, NORTH PALM BEACH, FL. 33408
TEL.: (561) 379-2879 E-MAIL: PAQUART@AOL.COM
FLORIDA LICENSED PROFESSIONAL ENGINEER No. 34176

MATERIAL SHOWN HEREON IS THE PROPERTY OF PETER WAYNE AQUART, P.E. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF PETER WAYNE AQUART, P.E. PETER WAYNE AQUART, P.E. COPYRIGHT ©2011

POMPANO BEACH FISHING VILLAGE CONCEPTUAL ENGINEERING

CITY OF POMPANO BEACH FLORIDA

PREPARED FOR:
NEW URBAN COMMUNITIES CORPORATION

PAVING, GRADING, DRAINAGE, WATER & SEWER PLAN

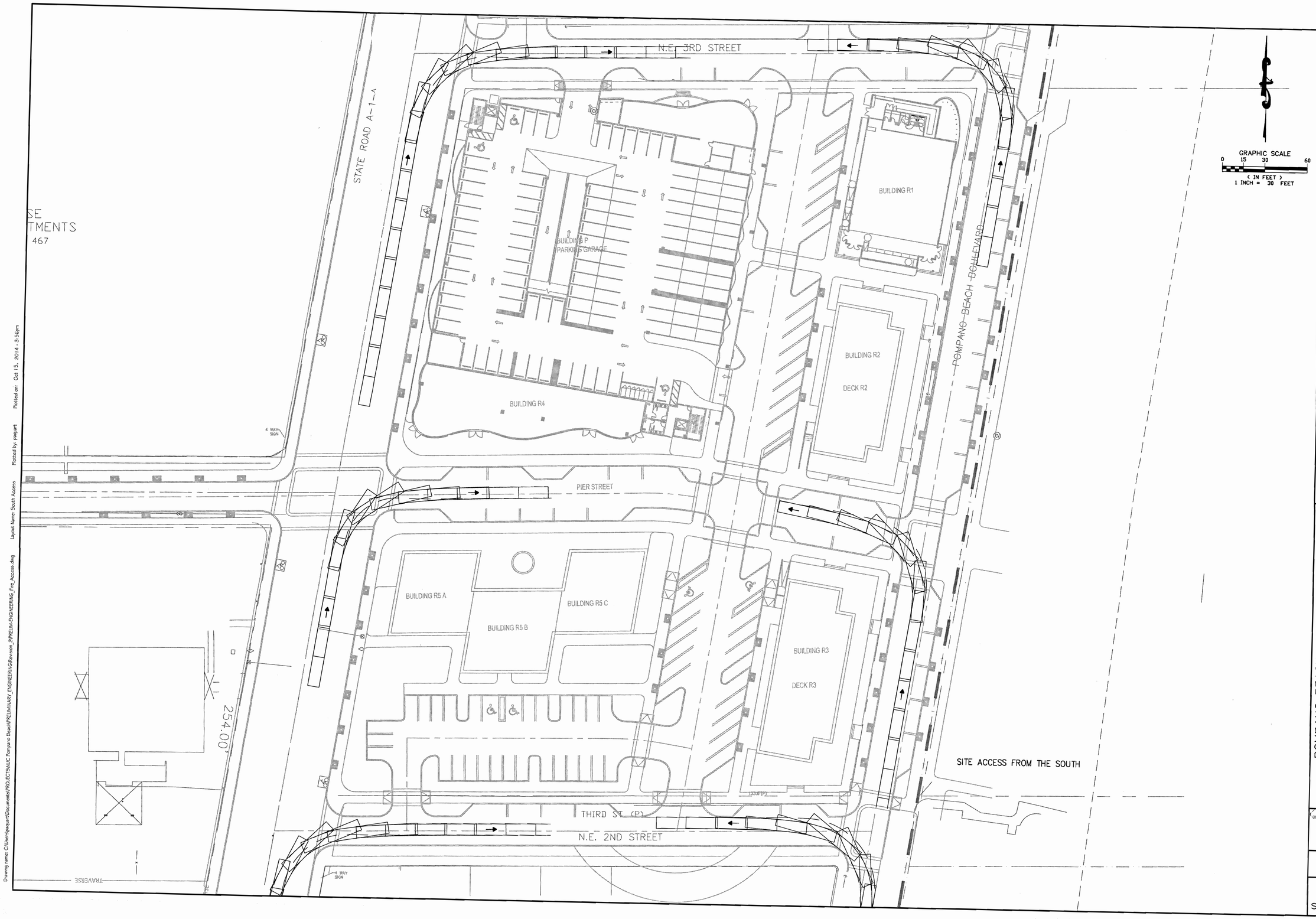
NOT VALID UNLESS IT BEARS AN ORIGINAL SIGNATURE RAISED, OR EMBOSSED ENGINEER SEAL

October 15, 2014
Peter Wayne Aquart
Florida P.E. No. 34176

PROJECT NO.
034

C-1
SHEET 1 OF 1

Drawing name: C:\Users\paquart\Documents\PROJECTS\N.C Pompano Beach\PRELIMINARY_ENGINEERING\Revision_2\PRELIM-ENGINEERING.dwg Layout Name: Layout 1 Plotted by: paquart Plotted on: Oct 15, 2014 - 3:53pm



Drawing name: C:\Users\pwaquart\Documents\PROJECTS\NUC Pompano Beach\PRELIMINARY_ENGINEERING\0Revision_2\PRELIM-ENGINEERING_Fire_Access.dwg Layout Name: South Access Plotted by: pwaquart Plotted on: Oct 15, 2014 - 3:56pm

DATE DRAWN:	26SEP14		
SCALE:	1"=30'		
DESIGN BY:	PWA		
DRAWN BY:	PWA		
CHECKED BY:	PWA		
APPROVED BY:	PWA		

DESCRIPTION:	BY:	DATE:

PETER WAYNE AQUART, P.E.
CONSULTING CIVIL ENGINEER
1030 U.S. HIGHWAY 1, #312, NORTH PALM BEACH, FL 33408
TEL: (561) 379-2879 E-MAIL:PAQUART@AOL.COM
FLORIDA LICENSED PROFESSIONAL ENGINEER No. 34176

MATERIAL SHOWN HEREON IS THE PROPERTY OF PETER WAYNE AQUART, P.E. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF PETER WAYNE AQUART, P.E.
PETER WAYNE AQUART, P.E. COPYRIGHT © 2011

POMPANO BEACH FISHING VILLAGE
CONCEPTUAL ENGINEERING
CITY OF POMPANO BEACH FLORIDA

PREPARED FOR:
NEW URBAN COMMUNITIES CORPORATION

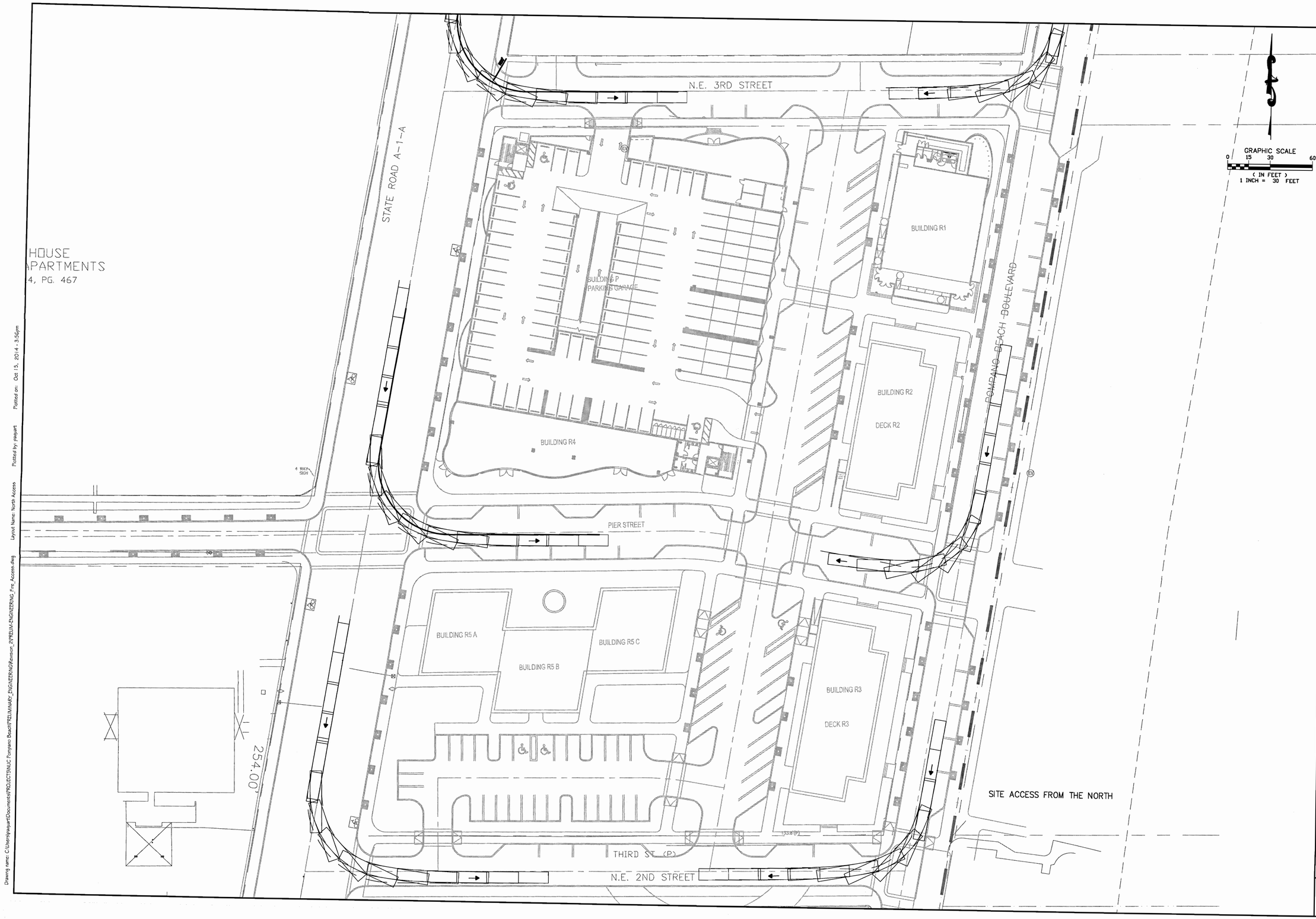
FIRE ACCESS EXHIBIT

NOT VALID UNLESS ORIGINAL SEALED, SIGNED & DATED
October 15, 2014
Peter Wayne Aquart
Florida P.E. No. 34176

PROJECT NO.
034

F-1

SHEET 1 OF 3



Drawing name: C:\Users\pjaquart\Documents\PROJECTS\NUC Pompano Beach\PRELIMINARY_ENGINEERING\Revision_2\PRELIM-ENGINEERING_Fire_Access.dwg Layout Name: North Access Plotted by: pajquart Plotted on: Oct 15, 2014 - 3:56pm

DESCRIPTION:	BY:	DATE:
DATE DRAWN: 26SEP14		
SCALE: 1"=30'		
DESIGN BY: PWA		
DRAWN BY: PWA		
CHECKED BY: PWA		
APPROVED BY: PWA		

PETER WAYNE AQUART, P.E.
CONSULTING CIVIL ENGINEER
1030 U.S. HIGHWAY 1, #312, NORTH PALM BEACH, FL 33408
TEL.: (561) 379-2879 E-MAIL:PAQUARTE@AOL.COM
FLORIDA LICENSED PROFESSIONAL ENGINEER No. 34176

MATERIAL SHOWN HEREON IS THE PROPERTY OF PETER WAYNE AQUART, P.E. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF PETER WAYNE AQUART, P.E.
PETER WAYNE AQUART, P.E. COPYRIGHT ©2011

POMPANO BEACH FISHING VILLAGE
CONCEPTUAL ENGINEERING
CITY OF POMPANO BEACH FLORIDA

PREPARED FOR:
NEW URBAN COMMUNITIES CORPORATION

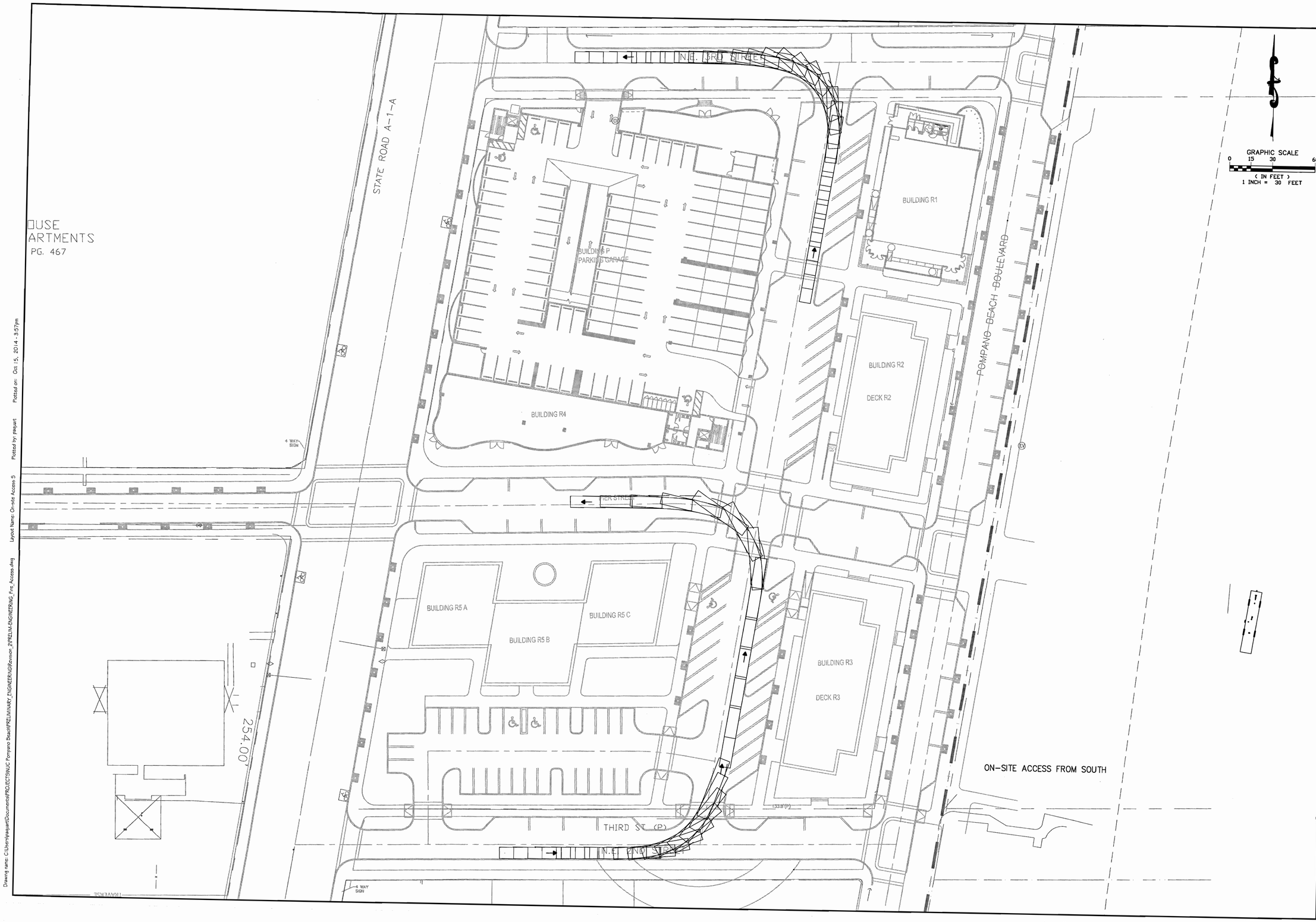
FIRE ACCESS EXHIBIT

NOT VALID UNLESS BEARS AN ORIGINAL SIGNATURE AND A RAISED, OR DIGITAL SEAL

October 15, 2014
Peter Wayne Aquart
Florida P.E. No. 34176

PROJECT NO.
034

F-1
SHEET 2 OF 3



USE
ARTMENTS
PG. 467

DATE DRAWN:	28SEP14
SCALE:	1"=30'
DESIGN BY:	PWA
DRAWN BY:	PWA
CHECKED BY:	PWA
APPROVED BY:	PWA

DESCRIPTION:	BY:	DATE:

PETER WAYNE AQUART, P.E.
CONSULTING CIVIL ENGINEER
1030 U.S. HIGHWAY 1, #312, NORTH PALM BEACH, FL 33408
TEL.: (561) 379-2879 E-MAIL:PAQUARTM@AOL.COM
FLORIDA LICENSED PROFESSIONAL ENGINEER No. 34176

MATERIAL SHOWN HEREON IS THE PROPERTY OF PETER WAYNE AQUART, P.E. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF PETER WAYNE AQUART, P.E. COPYRIGHT © 2011

POMPANO BEACH FISHING VILLAGE
CONCEPTUAL ENGINEERING
CITY OF POMPANO BEACH FLORIDA

PREPARED FOR:
NEW URBAN COMMUNITIES CORPORATION

FIRE ACCESS EXHIBIT

NOT VALID UNLESS IT BEARS AN ORIGINAL SIGNATURE AND RAISED, EMBOSSED SEAL
October 15, 2014
Peter Wayne Aquart
Florida P.E. No. 34176

PROJECT NO.
034

F-1
SHEET 3 OF 3

Drawing name: C:\Users\paquart\Documents\PROJECTS\NUC Pompano Beach\PRELIMINARY_ENGINEERING\Revision_2\PRELIMENGINEERING_Fire_Access.dwg Layout Name: On-site Access 5 Plotted by: paquart Plotted on: Oct 15, 2014 - 3:57pm

EXHIBIT "C"

Pompano Beach Fishing Village PD-I Plan and Agreement

Attachment 1
DEVIATION TABLE

The following table depicts areas that deviate from the proposed PD-I District and other applicable standards.

Deviations				
Type	**Code Section**	**Description**	**Deviation**	**Justification**
Design Standards	155.3703.F.7.e	Façade Materials	Wood, Metal Panel, Brick, Concrete, Coral stone, Cast Stone, Stucco and Cement board shall be Allowed Primary Façade Materials for any of the three permitted Architectural Substyles. Code does not allow the use of these materials.	To provide design flexibility and a more interesting streetscape.
Design Standards	155.3703.F.7.h	Glass curtain walls	Glass curtain wall windows will be allowed in any of the three permitted architectural substyles. Code does not allow the use of these windows.	To provide design flexibility and a more interesting streetscape.
Design Standards	155.3703.F.7.h.	Window Trim	Metal window trim shall be Allowed in any of the three permitted architectural substyles. Code does not allow the use of metal window frames.	To provide for better durability and weather resistance.
Design Standards	155.3703.F.7.l.	Railing	Extruded metal railing shall be Allowed in any of the three permitted architectural substyles. Code does not allow metal railing.	To provide for better durability and weather resistance.
Access and Circulation	155.5101.G.7.a.ii	Driveway Width	Minimum two-way driveway width shall be reduced to 20' when parallel or diagonal parking is provided on the driveway. Code requires 24'.	Reduce impervious surface, calm traffic.

EXHIBIT "C"

Pompano Beach Fishing Village PD-I Plan and Agreement

Deviations				
Type	**Code Section**	**Description**	**Deviation**	**Justification**
Access and Circulation	155.5101.G.8.b	Stacking	Entrance drives into the surface parking areas must provide a minimum of 18' in stacking from the street right of way to the first parking space. Entrance drives into parking structures must provide a minimum of 20 of stacking from the street right of way to the first driveway.	Reduce impervious surface, calm traffic.
Yard Setbacks and Building Façade Placement	155.3703.D.4	Build To zone	Elimination of the Build to zone requirement of 5' to 15' from the front and street side yards.	To allow for the creation of decks, larger al fresco dining and private sidewalk areas, internal courtyards and additional landscaping.
Parking and Loading	155.5102.M.2.a.	Loading spaces	Parallel parking spaces may be designated as loading zones during certain hours of the day, as shown on the Master Site Plan. The minimum dimension of these loading zones shall be 48' in length by 9' in width. Code Requires loading spaces to be 55' long.	Increase convenient parking during times of high demand
Vehicular Access Management	155.5101.G.3.a	Access along Arterial and Collector Streets	Reduce minimum distance from N. Ocean Boulevard to the parking garage entrance on NE 3rd Street from 100' to 50'.	Improve functionality of the Parking Garage.
Landscaping	155.5203.D.3.c. ii	Landscape Strips	Perimeter landscape strips shall average at least 5' in width. Code requires 10'. See Alternative Tree and Shrub Plans.	Perimeter landscape strips not necessary as ROWs surround the property on all four sides and the site is urban in character.
Landscaping	155.5203.D.5.a	Landscape areas	The minimum width of the landscaped area between vehicular use areas and buildings shall be 5', regardless of building height. Code requires 8' per story up to 24'. See alternative Tree and Shrub Plans.	Allows more efficient, compact design and better pedestrian and vehicular circulation.
Setbacks	155.3703.D.4.).	Building Setback	The front of all buildings constructed within the PD-I shall be set back a minimum of 1' from the adjacent public right of way.	Allows more design flexibility and greater staggering in building facades.

EXHIBIT "C"

Pompano Beach Fishing Village PD-I Plan and Agreement

Deviations				
Type	**Code Section**	**Description**	**Deviation**	**Justification**
Landscaping	155.5203.F.3	Buffers	Perimeter buffers shall average at least 5' in width. No fences or walls are required in Perimeter buffers. Code requires Type B buffer of 10' in width with a wall of fence or a 20' wide buffer.	Buffers not necessary as ROWs surround the property on all four sides and the site is urban in character.

Meeting Date: 1/13/2015 Agenda Item 25

REQUESTED COMMISSION ACTION: QUASI JUDICIAL

Consent	Ordinance	X Resolution	Consideration/ Discussion	Presentation

SHORT TITLE AN RESOLUTION OF THE CITY OF POMPANO BEACH, FLORIDA, ALLOCATING A MAXIMUM OF TWENTY ONE (21) FLEX UNITS FOR A PROPOSED RESIDENTIAL DEVELOPMENT LOCATED AT THE SOUTHWEST CORNER OF NORTH WEST 15TH STREET AND NORTH WEST 6TH AVENUE; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

This Flex allocation request is for a 2.32-acre property that has a Commercial Land Use designation and is located on the southwest corner of NW 15th Street and NW 6th Avenue. The request is for a maximum of 21 units to be located on property that has a Commercial Land Use. The site is owned by the Abyssinian Baptist Church of Christ, Inc. There is a concurrent rezoning request on the total project site, which is approximately 9.03 acres and is located at 600-800 NW 15th Street. The purpose for the rezoning and the flex unit allocation requests was originally to allow the development of single-family and duplex units. Since the Planning and Zoning Meeting however, the applicant has reduced the density to eliminate the duplex and only build single-family units in order to accommodate concerns of neighboring residents. The applicant has submitted a conceptual site plan (see Exhibit B of the proposed Ordinance) showing the layout of the units. The overall project is proposing to develop 80 total units on the 9.03-acre residential site, if the rezoning and flex requests are approved.

(1) Origin of request for this action: Habitat for Humanity
(2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	10/10/14	Approval	Memo# 14-460
City Attorney	12/4/14	—	CAC# 2015-306

X Planning and Zoning Board Approval Memo #14-066
X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance Workshop	Resolution	Consideration	
1st Reading	1st Reading	Results:	Results:
2nd Reading			

g:\zoning 2009\miscellaneous zoning cases\flex unit request\2014\14-05000001 - habitat for humanity\cc\agenda form for habitat flex allocation memo # 576.doc

City Attorney's Communication #2015-306
December 4, 2014

TO: Maggie Barszewski, AICP, Planner

FROM: Gordon B. Linn, City Attorney

RE: Resolution Review for Habitat for Humanity Flex Allocation for Property Located at 600-800 NW 15th Street

As requested in your memorandum to me of December 2, 2014, Development Services Department Memorandum #14-556, I have reviewed the draft resolution regarding flex allocation for 21 flex units that was attached to your memorandum and find same to be acceptable as to legal form and content.

Should you have any further questions regarding this matter, please feel free to contact me.

GORDON B. LINN

GBL/jrm
l:cor/dev-srvc/2015-306

RESOLUTION NO. _____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ALLOCATING A MAXIMUM OF TWENTY ONE (21) FLEX UNITS FOR A PROPOSED RESIDENTIAL DEVELOPMENT LOCATED AT THE SOUTHWEST CORNER OF NORTH WEST 15TH STREET AND NORTH WEST 6TH AVENUE; PROVIDING AN AFFECTIVE DATE.

WHEREAS, Habitat for Humanity of Broward, Inc. requests an allocation of a maximum of twenty one (21) flex units in order to construct 80 dwelling units for a residential development on property known as 600 North West , legally described in Exhibit "A"; and

WHEREAS, the city of Pompano Beach has passed Ordinance No. Ordinance 2007-48 which requires that applications for flex and reserve units must comply with certain requirements to construct affordable housing; and.

WHEREAS, the applicant intends to comply with the affordable housing requirements of Ordinance No.2007-48, by deed restricting the subject property for 30 years to require "Low income" purchasers; and

WHEREAS, in order to construct the proposed project on the subject property, the city will have to allocate a maximum of 21 flex units; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That the City Commission of the City of Pompano Beach hereby allocates a maximum of 21 flex units, all of which will come from the unified flex zone for the proposed housing project to be constructed on the property which is legally described in Exhibit "A."

SECTION 2: The number of flex units in the unified flex zone shall be reduced by how ever many units are necessary for the project, not to exceed 21 units.

SECTION 3: The proposed project must be built in substantial conformity with the attached conceptual site plan as shown in Exhibit "B," a copy of which is attached hereto and made a part hereof.

SECTION 4: The applicant must comply with the affordable housing requirements of Ordinance No.2007-48, which will be through the Applicant's voluntary commitment to have a 30-year deed restriction placed on the property requiring sales to be made to only "Low-income" purchasers, as defined by the U.S. Department of Housing and Urban Development.

SECTION 5: Failure of the applicant to obtain a principal building permit for its project as shown in Exhibit "B" within two years of the date of this resolution shall render the allocation of the flex units null and void.

SECTION 6: Failure of the applicant to construct the project substantially in accordance with the conceptual site plan as shown in Exhibit "B" shall render the allocation of the flex units null and void; the units may not be used for or applied to any other project or projects.

SECTION 7: That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

SECTION 8: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th DAY OF January, 2015

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS
CITY CLERK

Exhibit A

HABITAT ABYSSINIAN
COMMERCIAL PARCEL

LEGAL DESCRIPTION

ALL THAT PART OF THE NW ¼ OF THE NE ¼ OF THE NW ¼ LYING WEST OF AND ADJACENT TO NW 6TH AVENUE, LESS THE F.E.C. RAILROAD RIGHT OF WAY OF THE SOUTH 150 FEET AND NORTH 35 FEET WHICH HAS BEEN DEDICATED FOR ROAD RIGHT-OF-WAY OF NW 15TH STREET, ALL IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA;

AND

THE EAST 100 FEET OF THE E ½ OF THE NE ¼ OF THE NW ¼ OF THE NW ¼, EXCEPT THE SOUTH 150 FEET FOR FLORIDA EAST COAST RIGHT-OF-WAY AND EXCEPT THE NORTH 35 FEET THEREOF, DEDICATED FOR STREET RIGHT-OF-WAY, IN SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

Exhibit B

HABITAT FOR HUMANITY
NW 15TH STREET
POMPANO BEACH, FLORIDA

1&2 - STORY SINGLE FAMILY SITE PLAN

SP-2

The Benedict Group

REVISIONS

pompano beach
Florida's Warmest Welcome

Development Services Department
Robin M. Bird, Director
Planning and Zoning Division
City of Pompano Beach, Florida

100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 | p: 954.786.4629 | f: 954.786.4044

December 22, 2014

Sam Hornsby
Director of Construction and Real Estate Development
Habitat for Humanity of Broward County, Inc.
3564 North Ocean Boulevard
Fort Lauderdale, FL 33308

Subject: Abyssinian Baptist Church of Christ, Inc. Flex Allocation Request

Dear Mr. Hornsby

Per our conversation on Thursday, the Flex Unit Allocation request has been placed on the agenda for January 13, 2015. Since Section 3.02 B. 8. of the Comprehensive Plan's Land Use Element prohibits Flex Unit Allocation for single family development, a Local Future Land Use Element will have to be submitted and approved before the issuance of any permits. As we discussed, the Planned Unit Development can be applied for concurrently with this Local Land Use Amendment, as long as the amendment is approved first.

I look forward to working with you on this endeavor. If you should have any questions, please don't hesitate to contact me.

Sincerely,

Maggie Barszewski

Maggie Barszewski, AICP

PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #14-066

DATE: October 28, 2014

TO: City Commission

FROM: Planning and Zoning Board/ Local Planning Agency

SUBJECT: FLEX UNIT REQUEST
600-800 NW 15 ST
P & Z #14-05000001 Habitat for Humanity of Broward

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on October 22, 2014, the Board considered the request by **Habitat for Humanity of Broward** requesting 21 FLEX UNITS on the above referenced property.

The applicant, Habitat for Humanity of Broward, intends to provide a deed restriction for the property requiring all sales to Low-income purchasers for a term of 30 years.

As it is consistent with the goals, objectives, and policies of the Comprehensive Plan stated in Administrative Report 14-460, it is the unanimous recommendation of the Board that the FLEX UNIT request be approved with the following one (1) condition of staff:

1. Applicant must deed restrict the property to meet Section 154.61(D)(3): Affordable Housing Requirements

Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

mds
G:\Zoning 2009\Miscellaneous Zoning Cases\Flex Unit Request\2014\14-0500001 - Habitat for Humanity\P&Z Approval Memo 14-066.doc

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Development Services

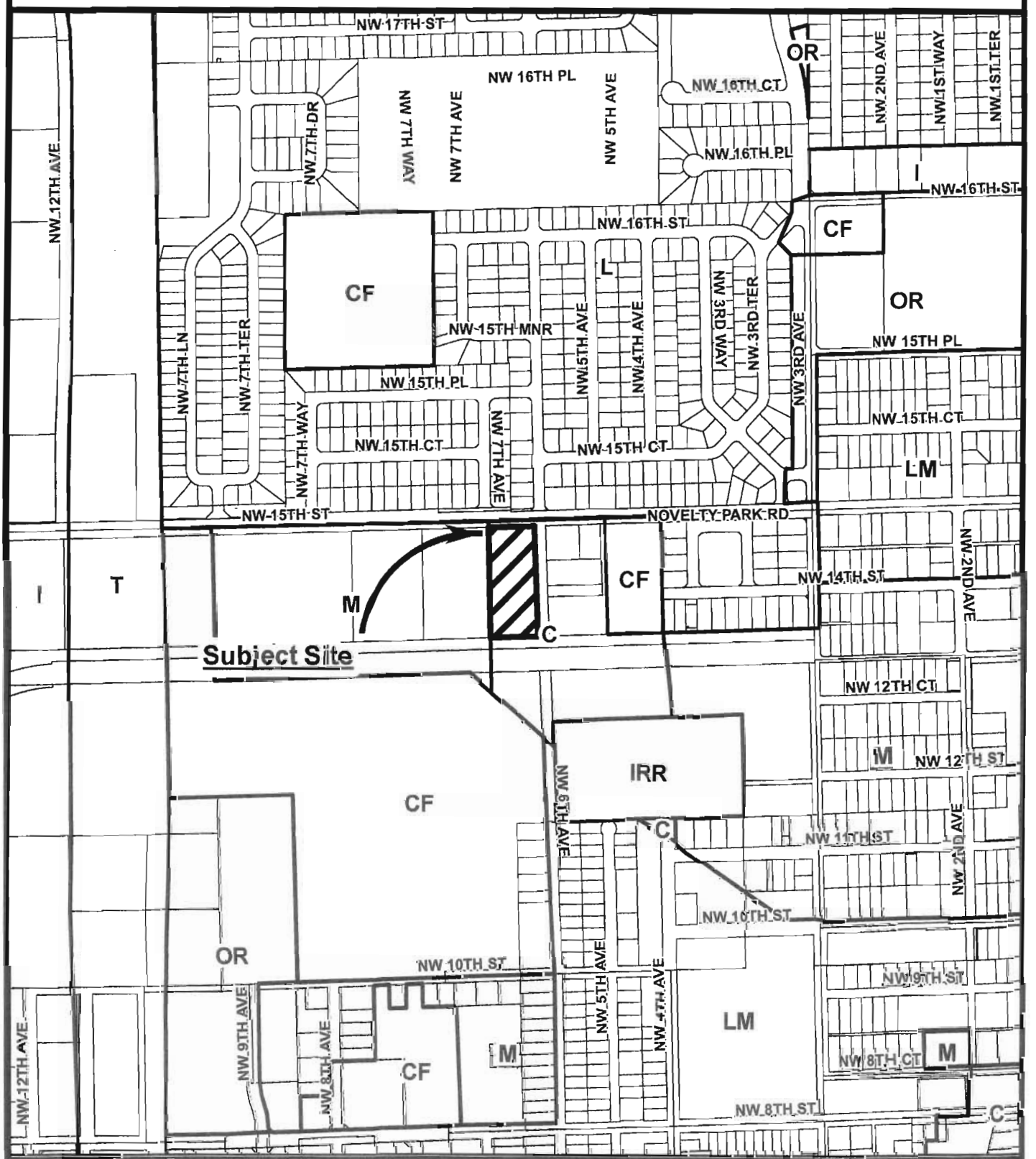
ADMINISTRATIVE MEMORANDUM NO. 14-460

DATE:	October 10, 2014
TO:	Planning and Zoning Board
VIA:	Robin M. Bird, Development Services Director
FROM:	Maggie Barszewski, AICP, Planner
RE:	Habitat for Humanity Flex Allocation Request October 22, 2014 meeting P&Z # 14-5000001

This Flex allocation request is for a 2.32-acre property that has a Commercial Land Use designation and is located on the southwest corner of NW 15th Street and NW 6th Avenue. The request is for 21 units to be located on property that has a Commercial Land Use. The site is owned by the Abyssinian Baptist Church of Christ, Inc. There is a concurrent rezoning request on the total project site, which is approximately 9.03 acres and is located at 600-800 NW 15th Street. This total property is owned by both the Abyssinian Baptist Church of Christ, Inc. and Habitat for Humanity. The purpose for the rezoning and the flex unit allocation requests is to allow the development of a combination of single-family and duplex units. The applicant has submitted a preliminary site plan (see Attachment I) showing the layout of 9 single-family and 12 duplex units on this flex-site subject property for a total of the 21 flex units. The overall project is proposing to develop 80 total units on the 9.03-acre residential site, if the rezoning and flex requests are approved.

600-800 NW 15th Street

CITY OF POMPANO BEACH
OFFICIAL LAND USE MAP



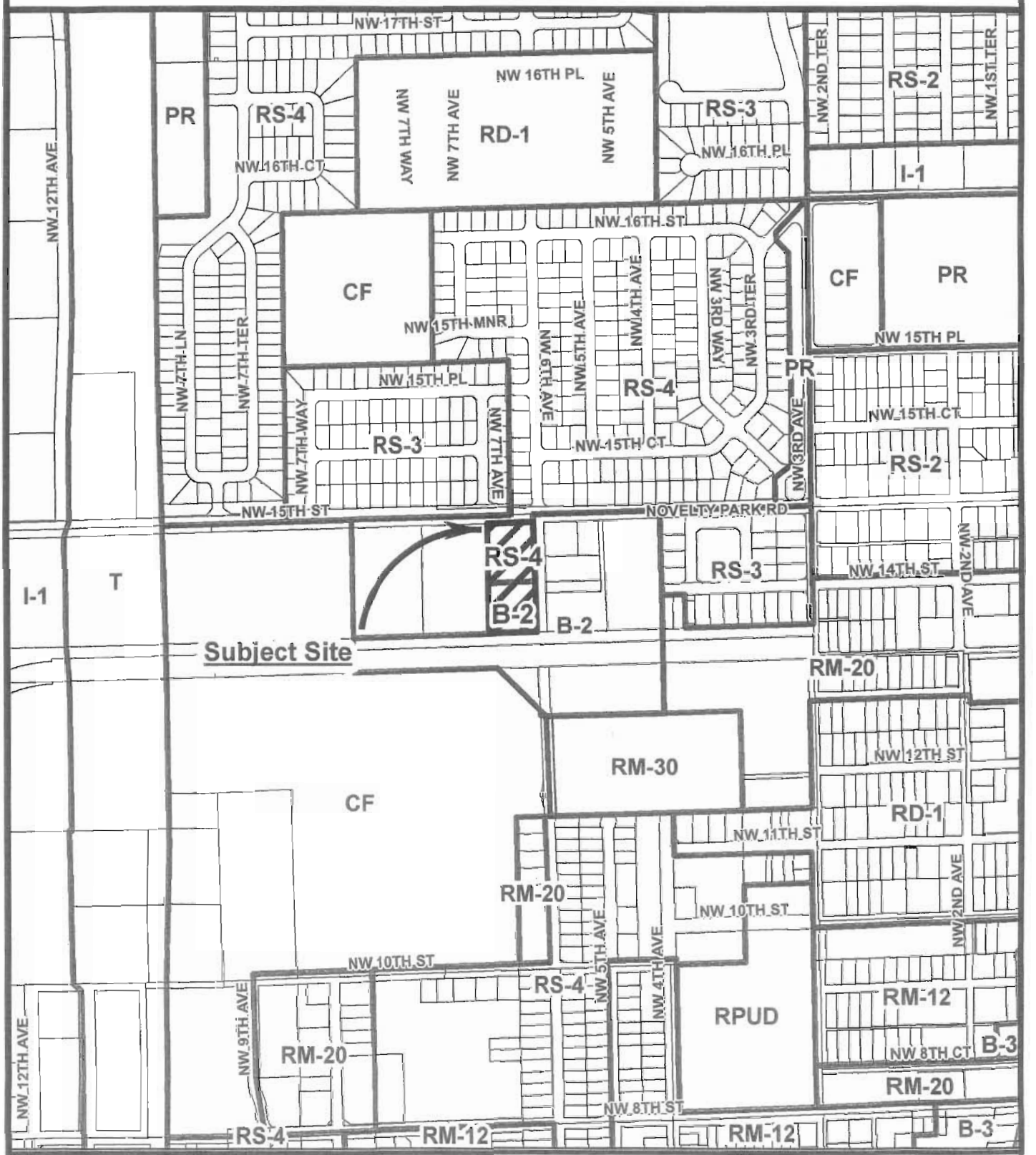
1 in = 600 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

11/7/2014 desmat \\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\Notice Maps\2014\14-0500901.mxd

CITY OF POMPANO BEACH
OFFICIAL ZONING MAP



1 in = 600 ft

4

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

11/7/2014 deamat \\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\Notice Maps\2014\14-0500001.mxd

CITY OF POMPANO BEACH
AERIAL MAP

1 in = 600 ft

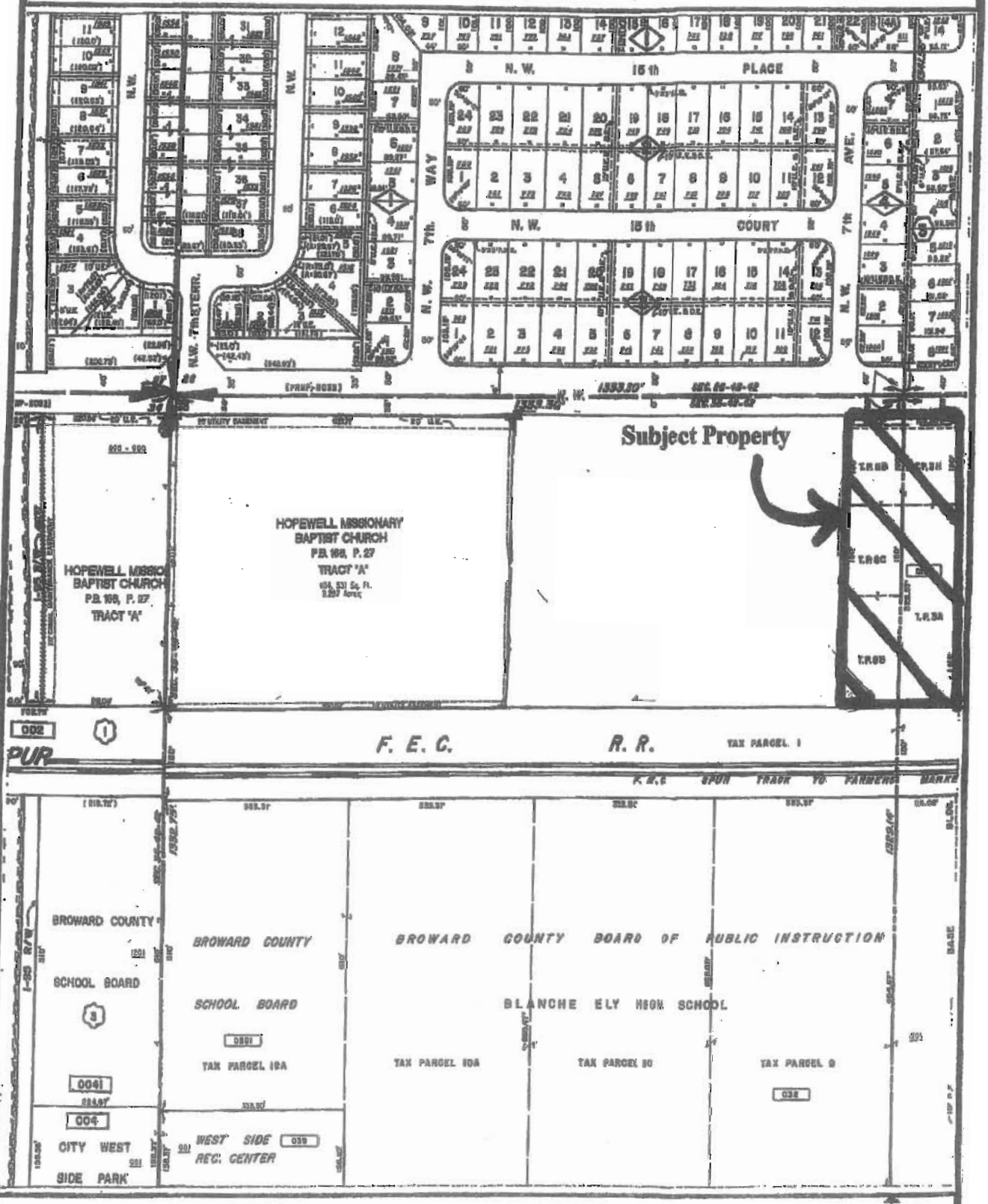
11/7/2014 desmat

5

\\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\Notice Maps\2014\14-0500001.mxd

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH
PLAT MAP



SCALE: NTS

NORTH

REVIEW & SUMMARY

A. Development Services Department staff submits the following factual information which is relevant to this rezoning request:

1. The property is located at 600-800 NW 15th Street.

2. The area included in this flex application is 2.32 acres (approximately 101059.2 square feet).

3. The Zoning and uses of adjacent properties are:
   North – (RS-4) – Single-Family Residential
   South – (B-2) – High School
   East – (B-2) – Retail/Commercial
   West – (CF) – Church

4. The main access to this property will be from NW 6th Avenue.

5. The Land Use Designation is C (Commercial).

6. The subject property is included in the Flex Receiving Area

7. The review criteria is Section 154.61(c)(2) and states the following:
   (2) Approval by the City Commission for the requested number of reserve and flexibility units, or such lesser number, upon applicant establishing by competent and substantial evidence, the following:
   (a)Consistency with applicable goals, objectives and policies of the City's Comprehensive Plan and this chapter.
   (b) The use of the reserve and flexibility units will produce a reasonable development pattern. The criteria for reasonableness shall include compatibility of adjacent land uses and suitability of the parcel for various development patterns.

8. Section 154.61(D)(3) requires that to be eligible for the allocation of flexibility and reserve units the applicant must agree to provide affordable housing units on the application site of any one type. The applicant for this project is Habitat for Humanity of Broward and they will be providing a deed restriction for the property requiring all sales to Low-income purchasers for a term of 30 years.

B. The following goals, objectives and policies of the City's Comprehensive Plan have been identified as pertinent to this flex application:

Goal

01.00.00 The attainment of a living environment which provides the maximum physical, economic and social well being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policies

01.03.04 Consider the preservation of established single family neighborhoods in all rezonings, Land Use Plan amendments and site plan approvals.

01.03.05 All Land Use Plan amendments and rezonings shall provide for the orderly transition of varying land use designations.

01.07.21 Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.

01.07.22 The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.

Objective Urban Infill Criteria

01.12.00 Establish criteria which encourage development of urban infill and community redevelopment areas to promote economic development, increase housing opportunities and maximize the use of existing public facilities and services.

C. Recommendation:

Given the information provided to the Board, as the findings of fact, staff provides the following recommendation and alternative motions, which may be revised or modified at the Board's discretion.

Alternative Motion I

Recommend approval of the Flex allocation with the condition that the applicant deed restrict the property to meet Section 154.61(D)(3). This approval is recommended since the request is consistent with the following goals, objectives and policies of the Comprehensive Plan and with Section 154.61(D)(3) of the Code, specifically:

Policies

01.03.04 Consider the preservation of established single family neighborhoods in all rezonings, Land Use Plan amendments and site plan approvals.

01.03.05 All Land Use Plan amendments and rezonings shall provide for the orderly transition of varying land use designations.

01.07.21 Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.

01.07.22 The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.

Objective Urban Infill Criteria

01.12.00 Establish criteria which encourage development of urban infill and community redevelopment areas to promote economic development, increase housing opportunities and maximize the use of existing public facilities and services.

Pompano Beach Code of Ordinances

Section 154.61(D)(3) requires that to be eligible for the allocation of flexibility and reserve units the applicant must agree to provide affordable housing units on the application site of any one type.

Alternative Motion II

Table this application for additional information as requested by the Board.

Alternative Motion III

Recommend denial as the Board finds that the use of the reserve and flexibility units will not produce a reasonable development pattern, including failure to demonstrate compatibility of adjacent land uses and suitability of the parcel for various development patterns.

Further, the Flex request is not consistent with the goals, objectives and policies of the Comprehensive Plan, specifically:

Goal

01.00.0 The attainment of a living environment which provides the maximum physical, economic and social well being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

STAFF RECOMMENDS ALTERNATIVE MOTION I

Meeting Date: 1/13/15 Agenda Item 26

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation

SHORT TITLE AN ORDINANCE APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR CODE COMPLIANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC. (Fiscal impact: an annual sum of $1,146,428 to be paid on a monthly basis)

Summary of Purpose and Why:

To enter into a first amendment agreement for Code Compliance Services amending certain terms and conditions of the Original Agreement.

Exhibit A of original contract – "Scope of Services – Article 5 – Consideration – 5.2 discusses annual adjustment. (attached)

(1) Origin of request for this action:
(2) Primary staff contact:: Dennis W. Beach, City Manager 786-4106
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding: $1,146,428 annual sum to be paid on a monthly basis. 001-1530-515-3160 with Attached Budget Adjustment

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	11/25/14	—	[signature]
Finance	11/25/14	approval	S. Sibble
Budget	12-1-14	approval	

___ Advisory Board
___ Planning Director
___ Public Works Director
X City Manager [signature] [signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	
Workshop			
1st Reading 12/9/14	1st Reading	Results:	Results:
APPROVED			
2nd Reading 1/13/15			

2014 OCT 16 PM 12:19

City Attorney's Communication #2015-108

October 16, 2014

TO: Dennis W. Beach, City Manager

FROM: Gordon B. Linn, City Attorney

RE: Ordinance – First Amendment to the Agreement for Code Compliance Services

As requested in your email of September 30, 2014, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

> **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR CODE COMPLIANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please do not hesitate to contact me if I may be of further assistance.

GORDON B. LINN

/jrm
l:cor/mgr/2015-108

Attachments

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR CODE COMPLIANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment to the Agreement for Code Compliance Services between the City of Pompano Beach and Calvin, Giordano & Associates, Inc., a copy of which Amendment is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2014.

PASSED SECOND READING this _____ day of _____, 2014.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

/jrm
10/16/14
L:ord/2015-46

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 2014, between:

> **CITY OF POMPANO BEACH,** a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"
>
> **and**
>
> **CALVIN, GIORDANO & ASSOCIATES, INC.,** a Florida corporation, whose address is 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316, hereinafter referred to as "CONTRACTOR."

WHEREAS, the parties entered into an Agreement for Code Compliance Services, ("Original Agreement"), a copy of which is attached hereto and made a part hereof, and approved by City Ordinance No. 2011-7; and

WHEREAS, the parties now desire to amend certain terms and conditions of the Original Agreement to include an additional inspector position and to increase the consideration.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement shall remain in full force and effect except as specifically amended hereinbelow.

3. Paragraph 1.2, (D), Article I, Code Compliance Services, of Exhibit "A" to the Original Agreement is hereby amended as follows:

1.2 Personnel

The CONTRACTOR will provide the following resources for Code Compliance:

A. Vice President, Governmental Services – Contract Administration.

. . .

B. CONTRACTOR shall provide the Code Compliance Inspectors necessary to meet its responsibilities under this Agreement and will at the minimum, provide ~~seven (7)~~ eight (8) full-time equivalent field Code Compliance Inspectors, each assigned to a geographic service area, that will address the resolution of a wide variety of violations, cases, and enforcement actions to gain compliance with the City's Code of Ordinances, the Florida Building Code, and other applicable local jurisdiction code issues.

. . .

4. Paragraph 5.1, Article 5, Consideration, of Exhibit "A" to the Original Agreement is hereby amended as follows:

5.1 CITY shall pay CONTRACTOR in consideration for the services described herein an annual sum of ~~$958,780~~ $1,146,428, which shall be paid on a monthly basis.

. . .

5. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

6. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

"CONTRACTOR":

Witnesses:

Jacqueline Chavez
Print Name

George R. Keller Jr
Print Name

CALVIN, GIORDANO & ASSOCIATES, INC.
a Florida corporation

By: _____

Chris Giordano
Typed or Printed Name

Title: Treasurer

(SEAL)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1ST day of DECEMBER, 2014, by CHRIS GIORDANO as TREASURER of Calvin, Giordano & Associates, Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

DAWN HOPKINS
Notary Public - State of Florida
My Comm. Expires Feb 18, 2017
Commission # EE 847097

NOTARY PUBLIC, STATE OF FLORIDA

DAWN HOPKINS
(Name of Acknowledger Typed, Printed or Stamped)

EE 847097
Commission Number

GBL/jrm
10/15/14
l:agr/code compliance/2015-105

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be duly executed on the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
MARY L. CHAMBERS, CITY CLERK (SEAL)

Approved by:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

ORDINANCE NO. 2011-7

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR CODE COMPLIANCE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND CALVIN, GIORDANO & ASSOCIATES, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement for Code Compliance Services between the City of Pompano Beach and Calvin, Giordano & Associates, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 12th day of October, 2010.

PASSED SECOND READING this 26th day of October, 2010.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
9/30/10
L:ord/2010-409

AGREEMENT FOR CODE COMPLIANCE SERVICES

BETWEEN

CITY OF POMPANO BEACH

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 28th day of October, 2010, by and between the CITY and CALVIN, GIORDANO & ASSOCIATES, INC.

W I T N E S S E T H:

WHEREAS, the CITY is in need of providing a high level of professional Code Compliance services for the benefit of the citizenry thereof; and

WHEREAS, the CITY has determined that it would be in the best interest to provide Code Compliance services by contracting with a private service provider to operate the service; and

WHEREAS, CALVIN, GIORDANO & ASSOCIATES, INC. performs Code Compliance services for other cities and has offered to provide said services to the CITY for a reasonable cost; and

WHEREAS, the CITY and CALVIN, GIORDANO & ASSOCIATES, INC. desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Code Compliance services will be provided.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 DEFINED TERMS. The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

1.1.1 Agreement. "Agreement" shall mean this Agreement for Code Compliance services between the CITY and CALVIN, GIORDANO & ASSOCIATES, INC., including all attachments.

1.1.2 Applicable Laws. "Applicable Laws" shall mean, with respect to any person, all provisions of constitutions, statutes, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to such person, and all

orders or decrees of all courts and arbitrators in proceedings or actions to which the person in question is a party or by which it or any of its agents, affiliates or property may be bound.

1.1.3 CONTRACTOR. "Contractor" shall mean the duly authorized representatives of CALVIN, GIORDANO & ASSOCIATES, INC.

1.1.4 CITY. "CITY" shall mean the City of Pompano Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida and located within the boundaries of Broward County, Florida.

1.1.5 City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY, or designee.

1.1.6 Consideration. "Consideration" shall mean the monthly payment by the CITY hereunder in consideration of the services performed by CONTRACTOR, as set forth in this Agreement.

1.1.7 Liens. "Lien" shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.

1.1.8 Effective Date. "Effective Date" shall mean the date the Agreement is fully executed by both parties.

1.1.9 Term. "Term" shall mean five (5) years commencing on the Effective Date and expiring on the Termination Date and any extensions thereto, unless terminated pursuant to Section 8 herein.

1.1.10 Fiscal Year. "Fiscal Year" shall mean the period between October 1 and the following September 30.

1.1.11 Services. "Services" shall mean the services set forth in Exhibit "A".

1.2 ACCOUNTING TERMS. All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

1.3 CROSS REFERENCES. Unless otherwise specified, references in this Agreement to any section are references to such section of this Agreement. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

SECTION 2. INDEPENDENT CONTRACTOR

The CONTRACTOR shall be deemed an independent contractor for all purposes and the employees of the CONTRACTOR or any of its contractors, subcontractors or the employees thereof,

shall not in any manner be deemed to be employees of CITY. As such, the CONTRACTOR, subcontractors and employees of the CONTRACTOR shall not be subject to any withholding for tax, social security or other purposes by CITY, nor shall such employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from CITY.

SECTION 3. TERM

This Agreement shall commence on the Effective Date and shall continue thereafter for the Term, unless otherwise amended or terminated as set forth in Section 8.

SECTION 4. SCOPE OF SERVICES

The CONTRACTOR shall perform the following work, in a courteous and professional manner, including the supply of all associated labor necessary for the prompt performance of services in accordance with the Scope of Work as defined on the attached Exhibit "A".

SECTION 5. INSURANCE

Throughout the term of this Agreement, CONTRACTOR shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto.

SECTION 6. ASSIGNMENT

CONTRACTOR shall not assign all or any portion of this Agreement without the prior written consent of the CITY. Further, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in the insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings.

SECTION 7. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the City Manager.

SECTION 8. TERMINATION

This Agreement may be terminated without cause by the CITY upon ninety (90) days written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR will be compensated for services rendered up to and including the date of termination.

SECTION 9. DEFAULT

9.1 DEFAULTS. Any of the following events shall constitute a default and breach of this Agreement:

a) Failure of CONTRACTOR to perform the Services as required herein at any time during the Term; or

b) CONTRACTOR has failed to obtain the approval of the CITY where required by this Agreement; or

c) Failure of the CONTRACTOR to perform any other covenant, condition, agreement or provision contained herein; or

d) CONTRACTOR files for bankruptcy, is subject to receivership proceedings or is otherwise insolvent.

9.2 REMEDIES. Upon the occurrence and continuance of a Default by the CONTRACTOR, the CITY may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:

9.2.1 Terminate and cancel this Agreement; or

9.2.2 Withhold payment or performance under this Agreement until such time as such Default is cured; or

9.2.3 Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law; or

9.2.4 Seek injunctive relief to enjoin any act of the CONTRACTOR in violation hereof; or

9.2.5 Seek specific performance of any covenant or obligation from the CONTRACTOR; or

9.2.6 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.

SECTION 10. FORCE MAJEURE

10.1 If the performance of any covenant, agreement, obligation or undertaking required hereunder is delayed, hindered or prevented by reason of wars, civil commotions, Acts of God, hurricanes, fires or other casualty, the performance of such covenant, agreement, obligation or undertaking shall not be a Default for the period of such delay, hindrance or prevention, but the Agreement is still subject to termination pursuant to Section 8 of the Agreement.

10.2 In the event the CONTRACTOR claims Force Majeure, the CONTRACTOR will be required to give prompt written notice to the CITY specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of Force Majeure. The CONTRACTOR acknowledges that, as to this Section, time is of the essence.

SECTION 11. CONFLICT OF INTEREST

The CONTRACTOR has read and understands the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. It is the intention of both the CITY and CONTRACTOR that the CONTRACTOR maintains the highest standards of ethics in connection with its duties under this Agreement. Any potential conflicts of interest and the full scope of such conflicts shall be immediately disclosed to the CITY by the CONTRACTOR.

SECTION 12. SEVERABILITY

Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

SECTION 13. WAIVER

Any waiver of any breach of this Agreement by the CITY shall not be deemed or considered a continuing waiver and shall not operate to bar or prevent the CITY from exercising its rights pursuant to this Agreement or under law for a breach either of the same condition or covenant or otherwise.

SECTION 14. ATTORNEY FEES

In the event of any controversy arising under or relating to this Agreement or any breach thereof, or if as a result of negligence on the part of the CONTRACTOR, the prevailing party shall be entitled to payment for all costs and attorney's fees including to and through appeals.

SECTION 15. INDEMNIFICATION

CONTRACTOR shall at all times indemnify, and hold harmless and defend, the CITY of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorney's fees and costs), including but not limited to, any injury to persons or damage to or loss of property caused by CONTRACTOR or its agents, employees or subcontractors, whether such is caused by such person's negligence, gross negligence, willful misconduct, or breach of this Agreement, including, without limitation, such person's actions, in connection with providing the Services, to the extent permitted by applicable law. This covenant shall survive the expiration or earlier termination of this Agreement.

SECTION 16. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, or hand delivered, addressed to the party for whom it is intended. Notice shall be deemed given upon receipt. The parties designate the following as the respective places for giving notice:

FOR CONTRACTOR:	Dennis J. Giordano, President Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316 Telephone: (954) 921-7791 Facsimile: (954) 921-8807
FOR CITY:	Dennis W. Beach, City Manager City of Pompano Beach P.O. Drawer 1300 Pompano Beach, FL 33061 Telephone: (954) 786-4601 Facsimile: (954) 786-4504

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other party.

SECTION 17. HEADINGS

The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

SECTION 18. ENTIRE AGREEMENT

This Agreement constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, or modified only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

SECTION 19. WARRANTIES & REPRESENTATIONS OF CONTRACTOR

19.1 CONTRACTOR warrants to the CITY that CONTRACTOR is a Florida corporation and is in good standing with the State as a valid corporation and that CONTRACTOR possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Broward to perform the work herein described. If CONTRACTOR's licenses are revoked, suspended or otherwise in jeopardy or threatened to be in jeopardy, the CONTRACTOR shall immediately notify the CITY pursuant to this Agreement.

19.2 CONTRACTOR represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement.

19.3 The execution, delivery, consummation, and performance under this Agreement will not violate or cause the CONTRACTOR to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which the CONTRACTOR is a party

or constitute a default thereunder or cause acceleration of any obligation of CONTRACTOR thereunder.

SECTION 20 PUBLIC RECORDS

20.1 The CONTRACTOR understands that the public shall have access at all reasonable times to all documents and information pertaining to CITY contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosure under applicable law.

20.2 All records, reports, and documents generated in association with this Agreement shall be and shall remain the property of the CITY and the CITY shall have the full right to retain said records and to access and use said information for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by the CONTRACTOR. All Code Compliance records generated prior to, or outside of this Agreement, shall also remain the property of the CITY, with the same rights as set forth above.

20.3 All fines, and costs collected, and all liens generated as a result of Code Compliance enforcement action taken under this Agreement, both prior to and after this Agreement is effective are, and remain, the sole property of the CITY.

SECTION 21. GOVERNING LAW

This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

SECTION 22. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with applicable laws therewith, which are or shall be become applicable to the Services performed under the terms of this Agreement. CONTRACTOR shall conduct its Services under this Agreement in accordance with all State, Federal, County and Municipal laws including but not limited to Chapter 162, F.S., City's Code of Ordinances, and any procedures approved by Resolution or Ordinance by the City Commission.

SECTION 23. JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 24. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SECTION 25. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that requires acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

"CITY"

Witnesses:

Christine Wodka

Shelley R. Bartholomew

BY: _____
LAMAR FISHER, MAYOR

BY: _____
DENNIS W. BEACH,
CITY MANAGER

Attest:

_____
MARY L. CHAMBERS, CITY CLERK (SEAL)

APPROVED AS TO FORM:

_____
GORDON B. LINN, ESQ.
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of October, 2010 by **LAMAR FISHER**, as Mayor; **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed, or Stamped

_____
Commission Number

"CONTRACTOR"

CALVIN, GIORDANO & ASSOCAITES, INC.

BY _____

WITNESSES

RONA ROLLAND
Typed Name of Witness

Print Name: Dennis Giordano

Title: President

The foregoing instrument was acknowledged before me this 5th day of October, 2010 by Dennis Giordano. He is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:

DAWN HOPKINS
Notary Public - State of Florida
My Comm. Expires Feb 18, 2013
Commission # DD 862678

NOTARY PUBLIC, STATE OF FLORIDA

Dawn Hopkins
(Name of Acknowledger Typed, Printed, or Stamped

DD 862678
Commission Number

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE I
CODE COMPLIANCE SERVICES

1.1 Operations

A. Provide a full time, comprehensive Code Compliance Services program. CONTRACTOR will be responsible for all aspects of the operation. All transition, planning, organizing, communications, administration, staffing, field enforcement, customer service, public education, information technology, and applicable special magistrate functions are wholly included and provided by CONTRACTOR. Code Compliance Services will be operated and administered at the direction of the City Manager, or designee. For purposes of this paragraph "Transition" shall include, continued prosecution by CONTRACTOR of all open Code Compliance Cases existing prior to the effective date of this Agreement.

B. CONTRACTOR will provide clerical and administrative support for Code Compliance and Special Magistrate, which includes but is not limited to:

1) Coordinate with City Departments and handle cases/files for all matters authorized to be heard before the Special Magistrate including, but not limited to:
    a. Code Compliance
    b. Building (Structural, Plumbing, Electrical etc., and Alarm Violations)
    c. Engineering
    d. Fire
    e. Animal Control- Dangerous Dog Appeals
    f. Commercial Vehicle- Violation Appeals
    g. Business Tax Receipts
    h. Water Restrictions
    i. Telecommunication Fees

2) Attend, set and coordinate Special Magistrate Hearing and Compliance Dates.
3) Develop all Special Magistrate agendas.
4) Post all notices of hearings and meet all notice requirements for public hearings as set forth in Florida Statutes.
5) Keep and maintain record of all orally pronounced orders.
6) Prepare, execute and attest to all necessary orders.
7) Send all hearing notices, including recurring/repeating cases.
8) Assist City Attorney's Office with all foreclosure related inquires.

9) Assist City Attorney's Office with requested preparation for hearings before the Special Magistrate, and the trials heard by Judges on code violations prosecuted in the County Court.
10) Work with other City Department Inspectors and the City Attorney's Office as part of a "team" to develop and prosecute requested specific cases that have additional violations (Building Code, Fire Code, etc.) before the Special Magistrate or in the County Court.
11) Implement Nuisance Abatement responsibilities under the provisions contained in the City's Code of Ordinances.
12) Respond to all requested depositions as ordered.
13) Process lien payments.
14) Handle all file and records retention, archiving, and purging matters, in accordance with the requirements for records retention set forth in Florida Statutes.
15) Recording and removing liens.

C. Public meetings with the City Commission, neighborhood organizations, community businesses, etc. will be staffed and provided on an ongoing basis, to be understood as a standard agreed upon frequency and level not to be exceeded without further consideration, by the CONTRACTOR. This function is delivered as a priority by the CONTRACTOR to ensure the appropriate representation of the CITY, education of the public, and enhancement of service delivery.

D. Compliance philosophy, priorities, and community standards will be established by the CITY and actively implemented by the CONTRACTOR, tailored to the CITY's discretion.

E. All administrative, field enforcement, and special magistrate/prosecution functions will be automated electronically by CONTRACTOR; utilizing CONTRACTOR's own developed operating software "INKFORCE". All compliance officers and operations will be supported utilizing ruggedized laptops with real time online data, printers in the vehicles, and electronic signature to increase efficiencies and time in the field. All start up, data entry, and ongoing support will by conducted by the CONTRACTOR.

1) On or before October 1st annually, or upon termination of this Agreement should same occur prior to the aforementioned date, CONTRACTOR shall transfer and provide to CITY any and all Code Compliance operational and financial data, including all violation information and photographs for all violation cases from the preceding year, from Inkforce to a disk or other media that can be read and stored on the CITY's computers in Microsoft Word, Excel or other similarly viewable format approved by CITY.

2) CONTRACTOR shall maintain and utilize CITY's NAVALINE system for cases already open when it initiates Code Compliance Services under this Agreement, unless it instead opts to transfer all open case information to their INKFORCE system with prior notice of same to the CITY.

F. Customer Service will be addressed, instilled and trained as an ongoing high priority to ensure that the public interest is served at a high level to gain compliance, with citizens treated with respect and professionalism.

G. Training and Professional Development will be conducted on an ongoing basis to provide the highest level of service possible to the CITY and its citizens. Moreover, CONTRACTOR recognizes the Mayor and City Commission will amend its Code of Ordinances to modify or enact additional regulations and the CONTRACTOR will be responsible to enforce such regulations when applicable. The CITY shall provide the designated supervisor of the Code Compliance division with copies of all approved ordinance changes that are applicable for enforcement by the CONTRACTOR.

H. All Code Compliance Services staff provided by CONTRACTOR will work cooperatively with and in support of all other related City staff and functions to create both a smooth transition initially, and a long term success moving forward, and will coordinate its enforcement efforts with applicable City departments when necessary.

I. The CONTRACTOR will be responsible for writing revisions to existing Ordinances and creating new Ordinances to improve the overall appearance of the City, to address concerns raised by the public, to aide in the operation of the Services, or to provide new guidelines.

J. All Code Compliance Services staff will consult with the City Attorney's Office designated personnel on Code Compliance cases involving parties represented by legal counsel, and also with regard to other legal matters as required.

1.2 Personnel

The CONTRACTOR will provide the following resources for Code Compliance:

A. Vice President, Governmental Services - Contract Administration.

B. Director of Code Compliance - Project Management.

C. One (1) full-time equivalent Code Enforcement Supervisor with the overall responsibility for administrating all Code Compliance Services.

D. CONTRACTOR shall provide the Code Compliance Inspectors necessary to meet its responsibilities under this Agreement and will at the minimum, provide seven (7) full-time equivalent field Code Compliance Inspector's, each assigned to a geographic service area, that will address the resolution of a wide variety of violations, cases, and enforcement actions to gain compliance with the City's Code of Ordinances, the Florida Building Code, and other applicable local jurisdiction code issues.

E. Two (2) full-time equivalent Administrative Assistants, one of which who is designated as the Supervisor of the administrative support staff, both of which provide the necessary processing of orders and other required paperwork, communications, scheduling, recordkeeping, and case management to facilitate operations.

F. All Code Compliance Inspectors utilized under this agreement shall have obtained at a minimum Level-I Certification from the Florida Association of Code Enforcement prior to commencing the Code Compliance Services described herein. Thereafter, all Code Compliance Inspectors shall be required to additionally obtain Level II Certification within one year from commencement of duties in the City.

G. All Code Compliance Supervisors utilized under this Agreement Shall have obtained at a minimum a Level-II Certification from the Florida Association of Code Enforcement prior to commencing the Code Compliance Services described herein. Thereafter, all Code Compliance Supervisors shall be required to obtain a Level III Certification within one year from commencement of duties in the City.

H. Should the certification levels prescribed in Sections F and G above be modified or eliminated, the Inspectors and Supervisors will be required to take and pass the courses covering the equivalent subject matter.

I. It will be the CONTRACTOR's sole responsibility to employ, manage, and compensate fully, all staff members required under this Agreement. All personnel actions will also be conducted solely by the CONTRACTOR, and will be carried out as necessary to ensure the successful implementation of all Code Compliance Services under this Agreement. However, the CITY does retain the right and ability to disapprove the assignment of personnel to perform services for the CITY, on a case by case basis. This right includes both new hires and existing employees of the CONTRACTOR, who may at times be assigned to the CITY. If requested by the CITY, the CONTRACTOR will change personnel assigned to this service contract to the satisfaction of the CITY.

J. Unless otherwise specified office supplies, materials, uniforms, badges, etc. shall be provided by the CONTRACTOR.

1.3 Hours of Operation

CONTRACTOR shall at the minimum, provide Code Compliance services and maintain business hours of forty hours per week per full-time equivalent, Monday through Saturday. Said days of operation may be modified to accommodate services as may be required with written consent from the CITY.

ARTICLE 2
CITY RESOURCES

2.1 All Code Compliance services and full time staff will be provided and based on site in the City operating out of City Hall, or other appropriate sites as deemed necessary by the CITY, which includes existing operating infrastructure such as utilities, phones, etc., to ensure a strong local presence in the community.

2.2 City stationary and postage for business correspondence to be provided by the CITY.

2.3 The Special Magistrate will be provided by the CITY.

2.4 During the Term of this Agreement the CITY will provide eight (8) small pick-up trucks at no cost to the CONTRACTOR

2.4.1 The trucks will be provided to the CONTRACTOR and will only be used for Code Compliance services described herein.

2.4.2 The trucks will remain within the municipal boundaries of the City at all times.

a) CONTRACTOR will provide, at CONTRACTOR's expense, the necessary equipment to track the whereabouts of all code compliance trucks to ensure compliance with Article 2.4.2

2.4.3 All vehicle maintenance and repairs will be the responsibility of the CONTRACTOR. CONTRACTOR shall maintain the pick-up trucks in accordance with manufacturer's standards, and all requirements under Federal and State law.

2.4.4 CONTRACTOR will be responsible for purchasing and maintaining all required vehicle insurance.

2.4.5 CONTRACTOR will be permitted at no cost to fuel the Code Compliance pick-up trucks at the City's fuel station located at 1190 N.E. 3rd Avenue, Pompano Beach, Florida 33060.

a) CONTRACTOR shall follow and comply with CITY internal controls associated with fuel usage.

2.4.6 CONTRACTOR shall supply any additional vehicles to provide back-up service in the event that one or more vehicles are out of service.

2.4.7 Pick-up trucks will be replaced by the CITY every five (5) years or 50,000 miles, whichever occurs first.

2.5 Upon the expiration or termination of the Agreement, whichever occurs earlier, all Code Compliance trucks will be retuned to the CITY free and clear of all liens. The retuned trucks will be in good working condition, reasonable wear and tear excepted.

2.6 Revenue collections associated with the services provided in this Agreement will be conducted by the CITY. Moreover, all revenues associated with Code Compliance and Special Magistrate will be retained by the CITY.

2.7 CONTRACTOR will have access to all CITY records relevant to code compliance research, including, but not limited to, building permits and plans, sign permits, development and site plans and occupational license records.

ARTICLE 3
REPORTS

3.1 CONTRACTOR shall be required to provide monthly performance reports to the City Manager. The information will include but not be limited to:

a) Number of new Code Compliance cases opened.
b) Number of new Code Compliance cases opened as a result of a complaint.
c) Number of prior Code Compliance cases still open from prior month.
d) Number of Inspections
e) Number of Re-inspections
f) Number of Code Compliances cases closed
g) Number of Code Compliance cases resolved before the Special Magistrate
h) Revenue collected
i) Revenue outstanding (uncollected).
j) Staffing Roster – weekly hours worked per full-time equivalent.

Additional reports will be requested by the CITY as necessary.

3.2 CONTRACTOR shall be required to submit an annual report to the CITY by or before November 30th of each year. The report will cover the previous fiscal year and will summarize productivity measures reported on a monthly basis. The report will also provide measureable performance goals to be achieved for the following year, special projects to be implemented and any other additional information requested by the CITY.

ARTICLE 4
AUDITING

The CITY may at reasonable times, and for a period up to three (3) years following the date of final performance of services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to the CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principle place of business for a period of three (3) years after final payment is made under this Agreement.

ARTICLE 5
CONSIDERATION

5.1 CITY shall pay CONTRACTOR in consideration for the services described herein an annual sum of $958,780 which shall be paid on a monthly basis.

5.2 The consideration paid under Article 5.1 will be annually adjusted to the change in Per Capita Personal Income as reported by the Florida Department of Revenue on Form DR 420.

5.2.1 If the change in Per Capita Personal Income is less than 0.00%, the Consideration to be paid for the following Fiscal Year will not increase.

5.2.2 If the change in Per Capita Personal Income is more than 5.00%, the consideration to be paid for the following Fiscal Year will increase 5%, but no more.

5.2.3 It is further agreed to that at the conclusion of year two (2) of the Agreement, if no increase in the consideration has resulted, or if the consideration has been increased by 5% for two years in a row, then the following years remaining on the Term will cause the annual consideration to be adjusted by the change in Per Capita Personal Income with a minimum of not less than two percent (2%) to a maximum of four percent (4%).

ARTICLE 6
DRUG FREE WORKPLACE

CONTRACTOR shall maintain a Drug Free Workplace.

ARTICLE 7
HIRING OF CONTRACTOR EMPLOYEES

CITY and CONTRACTOR agree that the CITY will not hire any CONTRACTOR employee for a period of at least 180 days after termination of employment by the CONTRACTOR. This provision may only be waived by prior written authorization of the CONTRACTOR.

EXHBIT "B"
INSURANCE REQUIREMENTS

CONTRACTOR shall not commence the Work under this Contract until it has obtained all insurance required under this Article and such insurance has been approved by the City of Pompano Beach's Risk Manager, nor shall CONTRACTOR allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CONTRACTOR shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance; Liability Insurance; Real and Personal Property; Excess Liability and Professional Liability Insurance with minimum coverage amounts acceptable to the City as set forth below. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The policies of insurance shall be primary and written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Insurance shall be in force until all Work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. A Certificate of Insurance, reflecting evidence of the required insurance, shall be filed with the City of Pompano Beach's Risk Manager prior to the commencement of the Work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City.

In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. CONTRACTOR shall not continue to perform the Work pursuant to this Contract unless all required insurance remains in full force and effect.

CONTRACTOR shall specifically protect the City by naming the City as an additional insured on the Comprehensive General Liability Insurance policies hereinafter described.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment and for any and all volunteers involved in the program.

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

LIMITS OF LIABILITY

Type of Insurance	Each Occurrence/Aggregate		
GENERAL LIABILITY	***MINIMUM $1,000,000 OCCURRENCE/AGGREGATE***		
* Policy to be written on a claims incurred basis			
XX comprehensive form			
XX premises - operations	bodily injury		
XX explosion & collapse hazard	property damage		
XX underground hazard			
XX products/completed operations hazard	bodily injury and		
XX contractual insurance	property damage		
XX broad form property damage	combined		
XX independent contractors			
XX personal injury	personal injury		
AUTOMOBILE LIABILITY	***MINIMUM $1,000,000 OCCURRENCE/AGGREGATE***		
XX comprehensive form	bodily injury (each person)		
XX owned	bodily injury (each accident)		
XX hired	property damage		
XX non-owned	bodily injury and property damage combined		
REAL & PERSONAL PROPERTY			
__ comprehensive form coverage	CONTRACTOR must show proof that it has this		
EXCESS LIABILITY			
__ umbrella form	bodily injury and property damage		
__ other than umbrella	combined	$2,000,000	$2,000,000
__ **PROFESSIONAL LIABILITY**		$5,000,000	$5,000,000
* Policy to be written on a claims made basis			

CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for payment of all deductibles to which such policies are subject, whether or not the City is an insured under the policy.

CONTRACTOR shall provide the City's Risk Manager the certification or proof of insurance of all insurance policies required under this Agreement within thirty (30) days after execution of this Agreement. The City's Risk Manager reserves the right at any time to review coverage, form and amount of insurance and also require a certified copy of such policies upon request.

No change(s) to the coverage required under this Agreement shall be made without prior written approval of the City's Risk Manager. All endorsements and certificates shall state that prior to expiration or cancellation of any and all policies required under this Agreement, the City's Risk Manager shall be given thirty (30) days notice by certified mail, return receipt requested to 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

Notice of Accident (occurrence) and Notice of Claims associated with the work being performed under this Agreement, shall be provided to the CONTRACTOR insurance company and the City's Risk Manager as soon as practical after notice to the insured.

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

October 21, 2010

Dennis Beach
City Manager
City of Pompano Beach
100 West Atlantic Boulevard, Fourth Floor
Pompano Beach, Fl 33060

Subject: Calvin, Giordano & Associates Code Compliance Contract

Dear Mr. Beach:

Please accept this correspondence as a follow up and response to some of the discussion which took place at the Pompano Beach City Commission meeting of October 12th, 2010 regarding CGA's Code Compliance contract. Some questions and issues were raised which related to the contract language, as well as others which related to process and operations. CGA made certain commitments at the meeting, on the public record, which we are happy to restate and reinforce in writing to include in our Scope of Services and responsibilities under the contract. Additionally, we have also included some pertinent issues and questions which we believe deserve consideration under current circumstances.

Contract Language

1. **Hours of Operation** - CGA's Code Compliance hours of operation serving the City of Pompano Beach will be 7am to 8pm, Monday through Saturday.
2. **Marine Patrols** – CGA will provide marine patrols in the waterways of the City of Pompano beach to make observations of property conditions, sea turtles, and related service needs as required by the City.
3. **Emergency Response** – One of CGA's core services provided is Emergency Management, which we provide to other local governments in the form of planning, mitigation, response, debris monitoring, FEMA processes, etc. CGA's Code Compliance staff will be dedicated solely and full time to the City of Pompano during regular working conditions, and in response to emergency incidents that occur for damage assessment, debris monitoring, community assistance, etc.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

All of the above described services are included in the existing Scope of Services of CGA's proposed contract and base contract fee already provided, the discussed services do not involve any additional services or fees. The above contract issues and language may be amended in CGA's agreement to the City's satisfaction.

Issues

1. **Numbers of Cases Counted -** The standard method in the industry for calculating the number of cases is the same for both CGA and BSO, one active case per property/owner, no matter how many violations per property/owner may occur. One case may have several notices of violation active and cited at the same time; it still counts only as one case, no confusion on the data.
2. **Data Sources –** The data reported concerning BSO's performance was BSO's own reported data to the City, public record. CGA's data on performance is CGA's data reported, is also a matter of public record, and was provided in the City's RFP response. BSO did not respond to the open competitive RFP, and modification of data after the fact should not be appropriate.
3. **BSO Code Compliance Services -** Open, public contract negotiations between the City and BSO clearly communicated the intent on the City's part not to continue Code Compliance Services with BSO, Section 7.5 of the existing contract between the City and BSO clearly anticipates this and provides for a 90 day notice for termination of BSO Code Compliance Services with no impact on the remainder of the contract. In fact, in the early part of 2010 when contract negotiations between the City and BSO were commencing, the Sheriff directly communicated to the City and CGA his interest not to pursue Code Compliance Services; indicating that it was not a core service of BSO, could not compete with CGA, and that his cost structure could not match CGA.

Questions

1. How does any interested Code Compliance Service provider, especially one who elected not to express an interest nor participate in the City's open, competitive RFP process; have the standing to attempt to renegotiate terms after the fact once all others data is public record, and after sealed bids are opened? Certainly, it is not afforded to nor appropriate for the other RFP respondents who did express interest and participate.

2. How can a service provider to the City, BSO is this case for 10 consecutive years with Code Compliance, publically provide as justification for its unsatisfactory performance that they did not receive enough direction; nor know what the City wanted? Certainly a service provider to the City, who is hired to be the subject matter expert, should recognize such a concern during the first year of performance, provide guidance and recommendations to the City, and facilitate the necessary modifications to achieve success. This is certainly part of CGA's philosophy and approach, another distinction from BSO, and part of CGA's commitment to the City.

Thank you again for this opportunity to improve the level of service to the City of Pompano Beach. Would you please distribute this correspondence to the Mayor and City Commissioners in advance of the October 26th City Commission Meeting. If you require any additional information or discussion please contact me at 954-921-7781.

Sincerely,

Dennis Giordano
President
Calvin, Giordano & Associates, Inc.

cc: Dennis Mele, Attorney

FLORIDA DEPARTMENT OF REVENUE

MAXIMUM MILLAGE LEVY CALCULATION
FINAL DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM
R. 5/11
Rule 12DER11-10
Florida Administrative Code
Eff. 05/11

Year : 2011	County :
Principal Authority :	Taxing Authority :

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☐ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	per $1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2010 Form DR-420MM, Line 13	per $1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	per $1,000	(4)

If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.

Adjust rolled-back rate based on prior year majority-vote maximum millage rate

5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	$	(5)
6.	Prior year maximum ad valorem proceeds with majority vote *(Line 3 multiplied by Line 5 divided by 1,000)*	$	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	$	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote *(Line 6 minus Line 7)*	$	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	$	(9)
10.	Adjusted current year rolled-back rate *(Line 8 divided by Line 9, multiplied by 1,000)*	per $1,000	(10)

Calculate maximum millage levy

11.	Rolled-back rate to be used for maximum millage levy calculation *(Enter Line 10 if adjusted or else enter Line 2)*	per $1,000	(11)
12.	Change in per capita Florida personal income *(See Line 12 Instructions)*	1.0055	(12)
13.	Majority vote maximum millage rate allowed *(Line 11 multiplied by Line 12)*	per $1,000	(13)
14.	Two-thirds vote maximum millage rate allowed *(Multiply Line 13 by 1.10)*	per $1,000	(14)
15.	Current year adopted millage rate	per $1,000	(15)
16.	**Minimum vote required to levy proposed millage:** (Check one)		(16)

☐ a. Majority vote of the governing body: Check here, if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. *Enter Line 13 on Line 17.*

☐ b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. *Enter Line 15 on Line 17.*

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. *Enter Line 15 on Line 17.*

☐ d. Referendum: The maximum millage rate is equal to the proposed rate. *Enter Line 15 on Line 17.*

17.	The selection on Line 16 allows a maximum millage rate of *(Enter rate indicated by choice on Line 16)*	per $1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	(18)

Continued on page 2

Taxing Authority :	DR-420MM R. 5/11 Page 2

19.	Current year adopted taxes *(Line 15 multiplied by Line 18, divided by 1,000)*	$	(19)
20.	Total taxes levied at the maximum millage rate *(Line 17 multiplied by Line 18, divided by 1,000)*	$	(20)
	DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP ***STOP HERE. SIGN AND SUBMIT.***		
21.	Enter the current year adopted taxes of all dependent special districts & MSTUs levying a millage. *(The sum of all Lines 19 from each district's Form DR-420MM)*	$	(21)
22.	Total current year adopted taxes *(Line 19 plus Line 21)*	$	(22)
	Total Maximum Taxes		
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage *(The sum of all Lines 20 from each district's Form DR-420MM)*	$	(23)
24.	Total taxes at maximum millage rate *(Line 20 plus line 23)*	$	(24)
	Total Maximum Versus Total Taxes Levied		
25.	Are total current year adopted taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☐ YES ☐ NO	(25)

SIGN HERE			
	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :	Date :	
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

Complete and submit this form to the Department of Revenue with the completed DR-487, Certification of Compliance, within 30 days of the final hearing.

Instructions on page 3

CALVI-2 OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Florida, Inc.
1201 W Cypress Creek Rd # 130
P.O. Box 5727
Ft. Lauderdale, FL 33310-5727
Stephen E. Patton, AAI

CONTACT NAME:
PHONE (A/C, No, Ext): 954-776-2222 FAX (A/C, No): 954-776-4446
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Ins. Co	29424
INSURER B : American Guar & Liab Ins Co	26247
INSURER C : Twin City Fire Ins. Co.	29459
INSURER D : Hartford Fire Insurance Co.	19682
INSURER E : Landmark American Ins. Co.	33138
INSURER F :	

INSURED
Calvin, Giordano & Associates, Inc.
Attn: Dennis Giordano
1800 Eller Drive #600
Ft. Lauderdale, FL 33316

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		21UUNLK3645	01/01/2015	01/01/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			21UENJB7000	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			AUC594612806	01/01/2015	01/01/2016	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21WBNO3209	01/01/2015	01/01/2016	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liab Retention:$200,000			LHR746782 RETRO DATE 8/27/1959	08/27/2014	08/27/2015	Per Claim	2,000,000
							Aggregate	2,000,000

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

Certificate holder is listed as additional insured as respects general liability if required by written contract.

CERTIFICATE HOLDER

POMPABC

City of Pompano Beach
100 W. Atlantic Blvd
Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

#43

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
BUDGET ADJUSTMENT

ORIGINATING DEPT.: Finance

DATE: 11-25-14

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
Professional Svcs.	001	15	30	515	31	60	1,056,428	1,056,428	90,000		1,146,428
Working Capital Res.	001	99	10	599	99	20	1,206,981	1,206,981		90,000	1,116,981
								TOTAL	90,000	90,000	

*** USE WHOLE DOLLARS ONLY**

REASON: To cover proposed increase in Calvin Giordano contract for code compliance svcs.

S Sibble
Department Head — Date

Adjustment is within total budget of **department** - Yes ____ No ✓
Adjustment requires only City Manager approval - Yes ____ No ✓
Adjustment requires City Commission approval - Yes ✓ No ____

Adjustment approved at City Commission Meeting of _____

Finance Director — Date	Budget Office — Date	City Manager — Date	AUDITED BY	INPUT BY	CONTROL NO.
S Sibble 11/25/14	12-1-14		11/25		

Distribution By Finance: White Copy - Finance Yellow Copy - Department Pink Copy - Budget

PB (Revised 5/05)

Meeting Date: January 13, 2015 Agenda Item 27

REQUESTED COMMISSION ACTION:

____ Consent X Ordinance ____ Resolution ____ Consideration ____ Workshop

SHORT TITLE OR MOTION: AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A CONSULTANT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND RAFTELIS FINANCIAL CONSULTANTS INC. FOR UTILITY RATE CONSULTING SERVICES (FIVE YEAR TOTAL COMPENSATION $152,500)

Summary of Purpose and Why:

City Code of Ordinance 50.03 (B) mandates an annual review by an independent qualified consultant of the adequacy of rates and changes. At the Commission meeting, July 8, 2014 Raftelis Financial Consultants, Inc. was approved as the highest ranking firm for RFP E-55-14 "Utility Rate Consultant Water, Wastewater, Reuse and Stormwater" .Raftelis has been our rate consultant since 2005. The five year agreement will assure the annual review of the rate sufficiency for our Water, Wastewater, Reuse and Stormwater programs.

This item supports Strategic Plan *"Quality and Affordable Service Strategy"*

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Utilities Department
(2) Primary staff contact: A. Randolph Brown, Utilities Director Ext. 7044
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: $152,500
Payments will be made from 412 3305 533 3140 Management Consulting

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Utilities	11/17/2014	Approve	
Budget	11-19-14	Approve	
Finance	11/18/14	Approval	
City Attorney	11/18/14		#2015-127

City Manager

ACTION TAKEN BY COMMISSION:

Ordinance		Resolution		Consideration	Workshop
1st Reading	12/9/14	1st Reading		Results:	Results:
APPROVED					
2nd Reading	1/13/15				

City Attorney's Communication #2015-127
October 22, 2014

TO: A. Randolph Brown, Utilities Director

FROM: Gordon B. Linn, City Attorney

RE: Ordinance – Consulting Agreement / Raftelis Financial Consultants, Inc.

As requested in your memorandum of October 15, 2014, Utilities Administration Memorandum No. 15-02, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Ordinance captioned as follows:

> **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSULTING AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND RAFTELIS FINANCIAL CONSULTANTS, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please carefully review the agreement to ensure that it meets your requirements.

GORDON B. LINN

GBL/jrm
L:cor/util/2015-127

Attachments

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSULTING AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND RAFTELIS FINANCIAL CONSULTANTS, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Consulting Agreement between the City of Pompano Beach and Raftelis Financial Consultants, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2014.

PASSED SECOND READING this _____ day of _____, 2014.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

/jrm
10/22/14
L:ord/2015-57

CONSULTING AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND RAFTELIS FINANCIAL CONSULTANTS, INC.

This Agreement ("Agreement") is entered into this ___ day of _____, 2014, (hereinafter referred to as the effective date of the agreement) by and between the City of Pompano Beach, a municipal corporation of the State of Florida, 100 W. Atlantic Boulevard, Pompano Beach, FL 33060, ("City") and Raftelis Financial Consultants, Inc., a North Carolina corporation authorized to do business in the State of Florida, 1031 South Caldwell Street, Suite 100, Charlotte, NC 28203 ("RFC").

WITNESSETH:

WHEREAS, RFC has substantial skill and experience in water, wastewater and stormwater finance, management, and pricing, and service delivery, and

WHEREAS, the City desires to hire RFC and RFC desires to provide services to the City,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

RFC shall provide professional consulting services over the next five years to the City of Pompano Beach. RFC will perform these services as set forth in the proposal submitted in response to the RFP August 7, 2014, and included herein as Attachment B, hereinafter "Scope of Services."

Article 2. Time for Completion

This agreement will commence upon execution of this Agreement by both parties and remain in effect for a period of five years. Further renewals of this Agreement are at the option of the parties and shall be in writing.

Article 3. Compensation

City shall pay to RFC the sum not to exceed $152,500 over five years for professional fees, direct expenses, and technology expenses incurred in performing the Scope of Services, outlined in Attachment A. The parties understand that this sum is based upon the scope of work contained herein at RFC's current standard hourly rate schedule included in Attachment A and escalated at 3% per year starting in year 2015. Any expansion of the scope of work by the City shall involve the discussion of additional fees by both parties.

RFC shall submit invoices to the City on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task

performed, the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice will contain all hours and expenses from the RFC for the month. Upon receipt of monthly invoice, the City will remit payment of same amount to the RFC within 30 days.

Article 4. Additional Services

At the City's request, RFC may submit proposals for additional professional services. Each proposal submitted shall detail: (1) scope of work for the additional services, (2) period of services to be performed, and (3) method and amount of compensation. The City shall provide written acceptance and authorization to RFC prior to the commencement of work on any proposed additional services. Each proposal for additional services accepted and approved by the City shall become part of this Agreement and shall be governed by the terms and conditions contained herein. All additional services shall be billed at rates not to exceed those billing rates set forth in Attachment A.

Article 5. Place of Performance

RFC shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or support by the City.

Article 6. Indemnification

RFC hereby agrees to indemnify the City and to hold the City harmless against any and all claims, action, or demands against the City and against any and all damages including injury or death of any person and for loss of or damage to any and all property arising out of the negligent acts, errors or omissions of RFC under this Agreement. RFC shall not be held responsible for any claims caused solely by the negligence of the City.

Article 7. Insurance

RFC shall maintain the types and levels of insurance during the life of this Agreement as specified below. The City will be named as additional insured on RFC's Certificates of Insurance and the RFC will provide the City with these Certificates of Insurance.

Commercial general liability insurance - $1,000,000 for each occurrence and $2,000,000 in the aggregate

Comprehensive automobile liability insurance - $1,000,000 combined single limit each occurrence

Workers Compensation insurance – Statutory limits

Professional liability insurance - $2,000,000 in the aggregate

Excess or Umbrella Liability - $3,000,000 in the aggregate

Article 8. Independent Contractor Status

It is understood and agreed that RFC will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, RFC's employees will not be considered employees of the City within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. RFC's employees shall not be entitled to benefits that may be afforded from time to time to City employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, the City shall not be responsible for withholding or paying any taxes or social security on behalf of RFC's employees. RFC shall be fully responsible for any such withholding or paying of taxes or social security.

Article 9. Reliance on Data

In performance of the services, it is understood that the City and/or others may supply RFC with certain information and/or data, and that RFC will rely on such information. It is agreed that the accuracy of such information is not within RFC's control and RFC shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of RFC's scope of services.

Article 10. Opinions and Estimates

RFC's opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and RFC's expertise and qualifications as a professional. RFC does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the City's estimates or forecasts or from actual outcomes. RFC identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the City.

Article 11. No Consequential Damages

To the fullest extent permitted by law, neither party shall be liable to the other for any special, indirect, consequential, punitive or exemplary damages resulting from the performance or non-performance of this Agreement notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the party so released or whose liability is so limited and shall extend to the officers, directors, employees, licensors, agents, subcontractors, vendors and related entities of such party.

Article 12. Reuse of Documents

All documents including drawings, calculations, work sheets, survey notes and specifications prepared by RFC pursuant to this Agreement are the property of City and shall be delivered to City at the completion or termination of the project. Any reuse without specific written verification or adaptation by RFC will be at City's sole risk and without liability or legal exposure to

RFC, and City shall indemnify and hold harmless RFC from all claims, damages, losses and expenses including attorney's fees arising out of or resulting there from.

Article 13. Termination of Work

This Agreement may be terminated as follows:

A. *By City* (a) for its convenience on 30 days' notice to RFC, or (b) for cause, if RFC materially breaches this Agreement through no fault of City and RFC neither cures such material breach nor makes reasonable progress toward cure within 15 days after City has given written notice of the alleged breach to RFC.

B. *By RFC* (a) for cause, if City materially breaches this Agreement through no fault of RFC and City neither cures such material breach nor makes reasonable progress toward cure within 15 days after RFC has given written notice of the alleged breach to City, or (b) upon five days' notice if Work under this Agreement has been suspended by either City or RFC in the aggregate for more than 30 days.

C. *Payment Upon Termination.* In the event of termination, RFC shall be compensated for all work performed and not disputed by City prior to the effective date of termination.

Article 14. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed deliverable when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to City:
City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

Copy to:
A. Randolph Brown
Utilities Director
1190 NE 3rd Avenue, Bldg. C
Pompano Beach, FL 33060

If to RFC:
_____
Raftelis Financial Consultants, Inc.
1031 South Caldwell Street, Suite 100
Charlotte, NC 28203

Article 15. Compliance with Applicable Laws

RFC agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by RFC, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this Agreement.

Article 16. Public Records

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. RFC shall comply with Florida's Public Records Law. Specifically, RFC shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service; and

(2) Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law; and

(3) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

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

B. The failure of RFC to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in the Agreement or as provided by law.

Article 17. General Provisions

A. *Entire Agreement.* This Agreement represents the entire and sole agreement between the parties with respect to the subject matter hereof.

B. *Waiver.* The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. *Relationship.* Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between RFC and the City; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

D. *Assignment and Delegation.* Neither party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the parties hereto.

E. *Severability.* If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

F. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

G. *Paragraph Headings.* The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

H. *Third Party Rights.* Nothing in this Agreement shall be construed to create or confer any rights or interest to any third party or third party beneficiary. It is the intent of the parties that no other outside, non-party claimant shall have any legal right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
MARY L. CHAMBERS, CITY CLERK (SEAL)

Approved by:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"RFC":

Witnesses:

Catherine Noyes
Print Name

Unice Robinson

UNICE ROBINSON
Print Name

RAFTELIS FINANCIAL CONSULTANTS, INC.
a North Carolina corporation

By: Diane R. Adams

Diane R. Adams
Typed or Printed Name

Title: CFO

(SEAL)

RAFTELIS FINANCIAL CONSULTANTS, INC.
CORPORATE
SEAL
NORTH CAROLINA

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 28 day of October, 2014, by DIANE R. ADAMS as CFO of Raftelis Financial Consultants, Inc., a North Carolina corporation, authorized to do business in the State of Florida, on behalf of the corporation. He/she is personally known to me or who has produced _____ _____ (type of identification) as identification.

Bonnie R. Williams
NOTARY PUBLIC, STATE OF _____

NOTARY'S SEAL:

BONNIE R. WILLIAMS
NOTARY
PUBLIC
MECKLENBURG COUNTY, N.C.

Bonnie R. Williams
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

My Commission EXPIRES:
June 22, 2019

:jrm
10/23/14
L:agr/utility/2015-126

Attachment A – Summary of Fees Over 5-Year Contract and RFC's 2014 Standard Billing Rates

Summary of Fees Over 5-Year Contract

2014 *	2015	2016	2017	2018	**Total**
$29,000	$29,700	$30,500	$31,300	$32,000	**$152,500**

*Fees for 2014 are based on the hourly billing rates shown below. The fees for each future year are based on the hourly billing rates shown below but escalated at 3% per year.

2014 Hourly Billing Rates

Position	**Hourly Billing Rate ****
Chair	$375
Chief Executive Officer	$350
President	$325
Chief Operating Officer	$290
Executive Vice President	$290
Vice President/Principal Consultant	$260
Senior Manager	$235
Director of Florida Operations	$200
Manager	$215
Director of Data Services	$215
Senior Consultant	$190
Consultant	$165
Associate	$135
Analyst	$100
Administration	$70
Technology/Communications Charge*	$10

* Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimilie, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

** For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by 50%.

Attachment B – Proposal

PROJECT SCOPE

The project scope described in this section addresses the tasks identified in the RFP in the sections titled "Scope of Services" and "Tasks/Deliverables". The following scope not only addresses the typical tasks we perform for a comprehensive study, but also reflects the tasks that would most benefit the City. The scope reflects RFC's knowledge gained from working with the City over the past 10 years and the expectation of completing the development of a new rate and financial planning model (rate model) before the end of 2014 which will be used to calculate water, wastewater, reuse, and stormwater rates and revenues. As a result, rate recommendations for FY2015 would be based on the current rate model, whereas future rate adjustments and possible changes to rate structures beginning in FY2016 would be based on the new rate model.

RFC has also completed studies to determine appropriate cost bases for setting miscellaneous fees and capital recovery fees for the City, and therefore our scope reflects reviewing and updating these analyses and fees but not re-calculating them unless significant assets are added to the system or operations are altered sufficient to warrant a comprehensive analysis. The following tasks capture the City's scope, as well as those tasks that we believe would most benefit the City over the next five-year period.

TASK 1: PROJECT INITIATION AND MANAGEMENT

Normally, we would begin each new project with a kick-off meeting to finalize project goals, discuss data needs, and set a schedule and due dates for project deliverables. In this situation, the on-going project to rebuild the rate model, plus our history and experience working with the City, will already have addressed this task. As a result, going forward, we would expect this task to focus mainly on project management.

SUBTASK 1.1: PROJECT MANAGEMENT

This task includes ongoing project management to ensure that all deliverables are received in a timely manner and quality control is performed on all deliverables to ensure the quality of all final products. Since we have worked with the City, we have familiarity with the City's budgeting process, rate-setting process, and internal deadlines. Nonetheless, we are prepared to be diligent to keep on schedule and within budget.

SUBTASK 1.2: DATA COLLECTION AND REVIEW

Prior to the kick-off meeting, RFC will prepare a detailed data request list. Since we have already captured significant history in the rate model, the data request list will identify the information that we need for only the most recent fiscal year such as the budget, capital improvement program, etc. Key issues, areas of concern, and pricing objectives will be reviewed and discussed to determine if any pricing objectives have changed and therefore warrant further review. City staff will be interviewed so that RFC can get a better understanding of any change in the City's financial and operational issues. We are also available to meet with City Council to understand their pricing objectives and overall rate study objectives.

TASK 2: DETERMINE REVENUE SUFFICIENCY

As previously mentioned, beginning with FY2016, RFC will be basing this analysis on the new rate model. In each year thereafter, the rate model will be updated with new current usage and customer data, budget information, capital improvement plan (CIP) and funding sources, and reserve fund balances.

SUBTASK 2.1: PROJECT EXPENSES USING BUDGET

RFC will conduct a detailed review of the City's budgets and processes for the operation of each system in order to develop an accurate projection of costs, or revenue requirements, over a five-year forecast planning period. We will incorporate the most recent information related to the budget, the City's capital improvement plan and funding sources, and the utility's debt service and other obligations. The rate model will reproduce all of the line-item detail of the City's budget such as O&M, labor, power, materials, chemicals, Broward County treatment charges, etc. that are escalated for each year. RFC and City staff will review the escalation factors and make any necessary changes to ensure future line-items are escalated appropriately given current economic conditions and changing expectations for growth in customer and demand. In addition, reserve fund balances and debt service coverage requirements are calculated by the model and will continue to be monitored to reflect the "full cost" of providing water, wastewater, reuse, and stormwater services.

SUBTASK 2.2: ANALYZE WATER USAGE DATA

Having recently completed (fall 2013) a comprehensive customer usage analysis which will be incorporated into the new rate model and possible rate structure changes, the annual updates going forward will involve updating the model with the most recent available data. RFC will monitor any differences between projected customer and usage information and actual results to identify any shifts in usage patterns that may be occurring.

SUBTASK 2.3: INCORPORATE CIP

Revenue requirements, as mentioned in Subtask 2.1, will be projected through a five-year forecast period. One of the most important tasks when projecting revenue requirements is working extensively with the City's CIP. Many utilities are faced with significant capital needs to address growth, aging infrastructure, and regulatory requirements which can have a significant impact on revenue requirements. One year of extensive capital improvements can cause rates to rise drastically without careful planning. The revenue requirements will integrate alternative capital funding strategies including the use of rate-funded capital, cash reserves, capital recovery charges, and the issuance of new debt, among other strategies, to develop a detailed forecast of the most effective plan for funding future capital improvements while maintaining minimum rate increases.

SUBTASK 2.4: PROJECTION OF REVENUE OFFSETS

Revenue requirements will be offset by non-user charge revenue as appropriate (some non-user charges may be used to build reserves, rather than offset user rates) to develop a five-year projection of net revenue requirements to be recovered from user charges and rates from each utility. Non-user charge

revenues, or offsets, include revenues from new accounts, returned check charges, tap fees, etc., and from non-operating revenues such as interest income. With growth slowing nationwide, it is important now more than ever to revisit revenues related to growth such as tap fees and new accounts fees. Furthermore, offsets such as interest earnings have also been impacted due to the low rates of return.

The offsets will be projected over the five-year forecast period and will be used to derive net revenue requirements which represent the level of revenues that must be generated by the City's water, wastewater, reuse, and stormwater systems in order to address the total cash needs of each utility.

SUBTASK 2.5: PROJECT REVENUES UNDER NEW/EXISTING RATES

Using the new rate model, the rates and rate structure will be designed and calculated to address the net revenue requirements developed for FY2016. For future years in the forecast period, RFC will compare the forecast revenue requirements to the revenues generated under the new rate structure. RFC will calculate the revenues under the proposed new rate structure at projected consumption levels, determined in Subtask 2.2, to forecast the expected revenues. We will then compare these revenues to the revenues requirements forecast in Subtasks 2.1 to 2.4 to understand the magnitude of the potential shortfall under the revised rates and the implied overall rate adjustments necessary to meet revenue requirements in those future years. This subtask will provide RFC with the opportunity to thoroughly review the existing rates for each utility service and to assess the capability of the existing rates to provide revenues sufficient to meet the utilities' cost of service.

TASK 3: REVIEW COST OF SERVICE ALLOCATIONS

SUBTASK 3.1: ALLOCATION OF COSTS BETWEEN UTILITIES

The new rate model will be designed to allocate the revenue requirements, developed in Task 2, at an appropriate level between water, wastewater, reuse, and stormwater to ensure that each utility is operating self-sufficiently and that rates are based on industry standard rate-setting methodologies consistent with the American Water Works Association *M1 Manual*. While the City budgets separately for the stormwater system, some of the costs for the water, wastewater, and reuse system are combined. The new rate model will allocate these costs between each utility. It is important to note that for reuse water the analysis will focus on an appropriate identification of total revenue requirements and the City's policy on the level of revenue requirements to be recovered from reuse water rates. It is not uncommon for utilities to allow reuse water rates to be subsidized by water and wastewater utilities since reuse water benefits both of these utilities. We will work with City staff to identify the appropriate portion of revenue requirements to be recovered from reuse water rates and then allocate these costs between those to be recovered from the fixed monthly charges and those that need to be recovered from the volumetric component.

SUBTASK 3.2: ALLOCATION OF REVENUE REQUIREMENTS TO THE BASE CHARGE AND VOLUMETRIC RATES

The new rate model will address this task in great detail. Once the new model is in place this task will mostly involve reviewing and updating the methodology to reflect current budget information and updated data on customers and usage.

TASK 4: CALCULATE RATES OVER FIVE-YEAR FORECAST

SUBTASK 4.1: CALCULATION OF WATER, WASTEWATER, REUSE, AND STORMWATER RATES

Based on the results and final rate structure incorporated into the new rate model, the base charges will be calculated by dividing the revenue requirements to be recovered by base charges by the respective

number of projected customers for each meter size. The revenue requirements to be recovered from the volumetric components will be allocated to each customer class and to each tier based on the bill frequency and peaking factor analysis. For wastewater, this calculation is simplified since the City uses a uniform volumetric rate. In this case, the volumetric portion of revenue requirements for wastewater is divided by the projected flow to calculate the rate. For stormwater, the net revenue requirements will be divided by the total projected ERUs to determine the resulting monthly charge per ERU. The rates calculated will ensure that the allocated net revenue requirements of each utility are met in each year of the forecast period.

SUBTASK 4.2: CUSTOMER IMPACTS

In addition to demonstrating that the new rates will meet the annual revenue requirements, RFC will consider the potentially significant financial impacts on certain customer classes that may result due to any changes in the rate structure. The updated rate model will include a series of schedules that show projected cost impacts on different types of customers and different levels of usage.

SUBTASK 4.3: COMPARISON OF CITY'S RATES TO REGIONAL UTILITIES' RATES

As part of our annual rate updates, RFC will compare the recommended rates for the City with rates of other regional utilities of comparable in size and operating characteristics. The comparison survey will consider a variety of parameters such as cost of providing service, seasonal rates, tier consumption rates, fixed charges versus volumetric consumption charges, and customer classes. This benchmarking analysis will provide the City with evidence of their position in terms of affordability in the region, as well as helping to build acceptance of the need for rate adjustments by City Council and other stakeholders. RFC has extensive experience conducting this type of analysis, and we found in past projects that this, along with the customer impact analysis, tends to be the most important analysis for both the municipality and stakeholders.

TASK 5: LAUDERDALE BY THE SEA

The Town of Lauderdale-by-the-Sea (LBS) and the City have a contract in place whereby the City provides wastewater transmission and treatment services to LBS. The contract specifies the methodology to be used in calculating the rate charged by the City. The methodology includes both a fixed monthly charge along with the availability charge that varies based on flow. This contractual methodology will be incorporated into the new rate model. RFC will use the new rate model to calculate the LBS rate for each year of the five-year forecast period. The rate will follow the methodology previously established and specified by the contract with LBS.

TASK 6: REPORTS AND ORDINANCES

Since the nature of this project is an ongoing multi-year engagement, results will be provided in several ways. At the conclusion of the on-going project to develop a new rate model, RFC will provide a comprehensive report of the changes that were made to the rate model and utility rate structures. As a result, it is anticipated that the future annual updates will include preparation of a summary letter report, similar to what has been provided in prior years, that will address specific rate recommendations for the next fiscal year and contain an appropriate level of data to convey results on such topics as revenue sufficiency, debt service coverage ratios, and reserve fund balances. The final version of the computer rate model showing the rate recommendations for each year will be provided for City staff.

RFC will continue to review City ordinances to ensure all rate modifications for water, wastewater, reuse, and stormwater services adhere to local policies. RFC will suggest recommendations of modifications of ordinances rate adjustments could potentially conflict. Additionally, RFC remains up-to-date with current national trends in these industries and will apply any improvements that may be beneficial to the City.

RFC will also prepare presentation materials and present the Study results to the City Council and the public. The results and recommendations will be presented to the Council and local stakeholders in a comprehensive, yet understandable format. RFC's proven ability to build consensus among project stakeholders has been vital to the success of many of our projects. These presentations will be designed to educate the audience regarding the rate-setting process and provide them with the information necessary to understand the basis and justification of the proposed domestic and fire protection rates and charges. RFC will work closely with City staff to identify any additional communication or meetings with governing officials and relevant stakeholder groups that may be beneficial to the rate study process, as we understand that effective implementation and widespread acceptance of the recommendations of this Study is contingent upon conveying the relevant information to the appropriate individual(s) at the correct time.

OPTIONAL TASKS

Similar to prior years, RFC is available to provide additional analyses or studies to update miscellaneous fees, capital recovery fees, or other types of assistance, at the City's request. In many cases we already have modeling templates and significant background data in our files to facilitate these analyses. We will work with the City and utility staff to identify any changes in scope or additional tasks to address these analyses.

FEES & COSTS

Based on the project approach described in this proposal, we have prepared a generalized work plan that shows the expected level of effort to provide the annual rate model updates, to develop and present the specific rate adjustments that may be required for each year, and to prepare a summary report documenting this information. This work plan and estimated fees is based on our current standard billing rates for each staff position and includes budgeted expenses for two trips to Pompano Beach for meetings or presentations. It is provided to demonstrate the level of effort anticipated for a typical year and the allocation of that effort among different staff positions. For the FY2016 rate update, this cost estimate may be too high, since the new rate model would have recently been completed and very little effort may be needed to update this model. However, if there are significant rate structure changes that result from the on-going project, additional trips may be required to review and present these changed to different stakeholders and the City Commission. Until we have completed the current assignment to develop a new rate model for the City, it is not possible to prepare a firm price estimate for the annual update for FY2016. However, as in the past, we will work with the City to take full advantage of our previous work and experience with the City, and keep the level of effort as reasonable as possible. In general, we would expect the costs for annual updates to range between $28,000 and $32,000 each year. This is consistent with our fee levels in past years after taking into account the adjustments in our standard billing rates that have occurred.

As with our prior contracts with the City, we anticipate that our hourly billing rates will be fixed initially at our current standard billing rates, which would be outlined for all staff levels in the contract. Then each year these rates would be subject to an index-based adjustment, as has been done in the past. These billing rates would then be used to price any additional assignments the City may request or changes in scope that may be necessary.

Expenses relate to telephone charges, computers, postage, travel, etc. Cost for these expenses is recovered through a Technology/Communications charge of $10 per professional hour. It is our practice to bill monthly for fees and expenses as they are incurred during a project. We reserve the right to shift hours among personnel and tasks as circumstances may change during the project. Total fees and expenses will be limited to the not-to-exceed amount unless specific approval for an adjustment in scope is received from the City. If actual hours incurred are less than the estimated hours in the work plan, then these savings will be passed on to the City.

Summary of Fees Over 5-Year Contract

2014 *	2015	2016	2017	2018	**Total**
$29,000	$29,700	$30,500	$31,300	$32,000	**$152,500**

2014

Task Description	Hours Requirements			
	PD	PM	SC	Admin
1. Project Initiation, Administration and Data Collection	4	6	2	4
- Project Management				
- Data Collection & Review				
2. Determine Revenue Sufficiency	2	6	10	
- Project Expenses Using Budget				
- Analyze 2010 Usage				
- Incorporate CIP and Funding Sources				
- Project Revenues under Existing Rates				
3. Calculate Rates over Five Year Forecast	4	14	16	
- Calculate water, wastewater, reuse and stormwater rates				
- Run alternative rate scenarios				
- Comparison of New Rates to Existing Rates				
- Comparison of City's Rates to Regional Utilities' Rates				
- Customer Impacts				
4. Lauderdale by the Sea Wholesale Rate	2	8	8	
- Calculate annual LBS rate				
5. Reports and Ordinances	12	16	24	4
- Prepare draft report				
- Present rate recommendations (2 trips to Pompano Beach)				
- Finalize rate report				
Total estimated hours	24	50	60	8
Hourly rates	$260	$215	$135	$60
Professional Fees	$6,240	$10,750	$8,100	$480
			Total fees	$25,600
			Estimated expenses	$3,400
			Total Fees and Expenses	**$29,000**

Key:

PD Lex Warmath - Project Director

PM Elaine Vastis - Project Manager

LC Will Kerr - Lead Consultant

2015

Task Description	Hours Requirements			
	PD	PM	SC	Admin
1. Project Initiation, Administration and Data Collection	4	6	2	4
- Project Management				
- Data Collection & Review				
2. Determine Revenue Sufficiency	2	6	10	
- Project Expenses Using Budget				
- Analyze 2010 Usage				
- Incorporate CIP and Funding Sources				
- Project Revenues under Existing Rates				
3. Calculate Rates over Five Year Forecast	4	14	16	
- Calculate water, wastewater, reuse and stormwater rates				
- Run alternative rate scenarios				
- Comparison of New Rates to Existing Rates				
- Comparison of City's Rates to Regional Utilities' Rates				
- Customer Impacts				
4. Lauderdale by the Sea Wholesale Rate	2	8	8	
- Calculate annual LBS rate				
5. Reports and Ordinances	12	16	24	4
- Prepare draft report				
- Present rate recommendations (2 trips to Pompano Beach)				
- Finalize rate report				
Total estimated hours	24	50	60	8
Hourly rates	$ 267.80	$ 221.45	$ 139.05	$ 61.80
Professional Fees	$6,427	$11,073	$8,343	$494
			Total fees	$26,300
			Estimated expenses	$3,400
			Total Fees and Expenses	**$29,700**

Key:

PD Lex Warmath - Project Director

PM Elaine Vastis - Project Manager

LC Will Kerr - Lead Consultant

2016

Task Description	Hours Requirements			
	PD	PM	SC	Admin
1. Project Initiation, Administration and Data Collection	4	6	2	4
- Project Management				
- Data Collection & Review				
2. Determine Revenue Sufficiency	2	6	10	
- Project Expenses Using Budget				
- Analyze 2010 Usage				
- Incorporate CIP and Funding Sources				
- Project Revenues under Existing Rates				
3. Calculate Rates over Five Year Forecast	4	14	16	
- Calculate water, wastewater, reuse and stormwater rates				
- Run alternative rate scenarios				
- Comparison of New Rates to Existing Rates				
- Comparison of City's Rates to Regional Utilities' Rates				
- Customer Impacts				
4. Lauderdale by the Sea Wholesale Rate	2	8	8	
- Calculate annual LBS rate				
5. Reports and Ordinances	12	16	24	4
- Prepare draft report				
- Present rate recommendations (2 trips to Pompano Beach)				
- Finalize rate report				
Total estimated hours	24	50	60	8
Hourly rates	$ 275.83	$ 228.09	$ 143.22	$ 63.65
Professional Fees	$6,620	$11,405	$8,593	$509

Total fees	$27,100
Estimated expenses	$3,400
Total Fees and Expenses	**$30,500**

Key:

PD Lex Warmath - Project Director

PM Elaine Vastis - Project Manager

LC Will Kerr - Lead Consultant

2017

Task Description	Hours Requirements			
	PD	PM	SC	Admin
1. Project Initiation, Administration and Data Collection	4	6	2	4
- Project Management				
- Data Collection & Review				
2. Determine Revenue Sufficiency	2	6	10	
- Project Expenses Using Budget				
- Analyze 2010 Usage				
- Incorporate CIP and Funding Sources				
- Project Revenues under Existing Rates				
3. Calculate Rates over Five Year Forecast	4	14	16	
- Calculate water, wastewater, reuse and stormwater rates				
- Run alternative rate scenarios				
- Comparison of New Rates to Existing Rates				
- Comparison of City's Rates to Regional Utilities' Rates				
- Customer Impacts				
4. Lauderdale by the Sea Wholesale Rate	2	8	8	
- Calculate annual LBS rate				
5. Reports and Ordinances	12	16	24	4
- Prepare draft report				
- Present rate recommendations (2 trips to Pompano Beach)				
- Finalize rate report				
Total estimated hours	24	50	60	8
Hourly rates	$ 284.11	$ 234.94	$ 147.52	$ 65.56
Professional Fees	$6,819	$11,747	$8,851	$525
			Total fees	$27,900
			Estimated expenses	$3,400
			Total Fees and Expenses	**$31,300**

Key:

PD Lex Warmath - Project Director

PM Elaine Vastis - Project Manager

LC Will Kerr - Lead Consultant

2018

Task Description	Hours Requirements			
	PD	PM	SC	Admin
1. Project Initiation, Administration and Data Collection	4	6	2	4
- Project Management				
- Data Collection & Review				
2. Determine Revenue Sufficiency	2	6	10	
- Project Expenses Using Budget				
- Analyze 2010 Usage				
- Incorporate CIP and Funding Sources				
- Project Revenues under Existing Rates				
3. Calculate Rates over Five Year Forecast	4	14	16	
- Calculate water, wastewater, reuse and stormwater rates				
- Run alternative rate scenarios				
- Comparison of New Rates to Existing Rates				
- Comparison of City's Rates to Regional Utilities' Rates				
- Customer Impacts				
4. Lauderdale by the Sea Wholesale Rate	2	8	8	
- Calculate annual LBS rate				
5. Reports and Ordinances	12	16	24	4
- Prepare draft report				
- Present rate recommendations (2 trips to Pompano Beach)				
- Finalize rate report				
Total estimated hours	24	50	60	8
Hourly rates	$ 290.00	$ 240.00	$ 152.00	$ 70.00
Professional Fees	$6,960	$12,000	$9,120	$560
			Total fees	$28,600
			Estimated expenses	$3,400
			Total Fees and Expenses	**$32,000**

Key:

PD Lex Warmath - Project Director

PM Elaine Vastis - Project Manager

LC Will Kerr - Lead Consultant

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Bear Insurance Service
173 North Second Street
Albemarle NC 28001

CONTACT NAME: Pamela Morton
PHONE (A/C, No, Ext): (704)982-1156 FAX (A/C, No): (704)982-7012
E-MAIL ADDRESS: pmorton@bearinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Companies	
INSURER B: Philadelphia Indemnity Ins. Co.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Raftelis Financial Consultants, Inc.
1031 S Caldwell St
Suite 100
Charlotte NC 28203

COVERAGES **CERTIFICATE NUMBER:** 2014 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			EBP 0060360	1/21/2014	1/21/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			EBP 0060360	1/21/2014	1/21/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CAP5124411	1/21/2014	1/21/2015	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC1921777-01	1/21/2014	1/21/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability Claims Made Policy			PHSD793804	1/21/2014	1/21/2015	$2,000,000	

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

CERTIFICATE HOLDER

graftelis@raftelis.com

Raftelis Financial Consultants
1031 S. Caldwell St.
Suite 100
Charlotte, NC 28203

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pamela Morton/APRIL Pamela J. Morton

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Meeting Date: 1/13/15 Agenda Item 28

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation

SHORT TITLE AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE FEDERATION OF PUBLIC EMPLOYEES AND THE CITY OF POMPANO BEACH., FOR THE CONTRACT PERIOD BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Summary of Purpose and Why:

This contract will cover the three year period October 1, 2014 through September 30, 2017. A summary of the agreement is provided as well as detailed language with changes in legislative format.

(1) Origin of request for this action: Human Resources
(2) Primary staff contact:: Michael Smith 954-786-5549
(3) Expiration of contract, if applicable: 09.30.2017
(4) Fiscal impact and source of funding: Departments will absorb first year cost within existing budgets for FY 2014-2015.

A COLA in each year; addition of a VEBA and implementation of incentives for value added licenses and certifications, slight change in pension vesting. Impact over three years in the amount of $1,987,400 for bargaining unit. Non bargaining, Elected Officials and part-time employees impact. $895,300. Total Impact $2,882,700.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENT HEAD SIGNATURE
Budget	11.25.2014	Approve	
Human Resources	11.24.2014	Approve	
Finance	11.25.2014	Approve	
City Attorney	11.25.2014	Approved for form & correctness	

___ Advisory Board
___ Planning Director
___ Public Works Director
X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance		Resolution		Consideration	
Workshop					
1st Reading	12/9/14	1st Reading		Results:	Results:
APPROVED					
2nd Reading	1/13/15				

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LABOR AGREEMENT BETWEEN THE FEDERATION OF PUBLIC EMPLOYEES AND THE CITY OF POMPANO BEACH FOR THE CONTRACT PERIOD BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the Federation of Public Employees and the City of Pompano Beach for the period of October 1, 2014 to September 30, 2017, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 20__.

PASSED SECOND READING this _____ day of _____, 20__.

_____

LAMAR FISHER, MAYOR

ATTEST:

_____

MARY L. CHAMBERS, CITY CLERK

TAL/jrm
11/04/14
l:ord/2015-81

Federation of Public Employees
10.01.2014 to 09.30.2017

Article 1 Recognition- Updates of included positions

Permit Technician Support
Athletic Facilities Maintenance Foreman
Facilities Maintenance Foreman
Airpark Maintenance Foreman
Engineering Technician
Utilities System Trainee
Utilities System Operator I
Utilities System Operator II
Utilities System Operator III

Article 10- OT- Correct scrivener's error to make clear that all paid leave is excluded from OT calculations.

Article 13 Wages-Merit-Longevity-

COLA

FY 14/15- 2.0% **FOPE-$380,000 ; Non Bargaining-$190,000**

FY 15/16- 2.5 % **FOPE- $ 480,000; Non Bargaining-$235,000**

FY 16/17- 3.0 % **FOPE- $ 590,000; Non Bargaining-$290,000**

Licenses and Certifications

Utilities Field Operations (UFO) employees for licenses above minimum required for job. One level above $50/month, two licenses above min. req. for job $100/month. Licenses range from C-A **Cost- $25,200/yr.**

Pay UFO and Utilities Treatment Plant Employees for dual licenses at same rate as above or in case of UTP employees at prevailing rates which are $50 for B license and $100 for a license per pay period respectively. **Cost- $6000/yr.**

Pay Building Inspectors for certifications above minimum required for job.

$50/month for one level above (i.e. Inspector with Plan Review Cert.; Chief Inspector with Bldg. Official certification. $100/month for two levels above. **Cost- $8,400/yr.**

Planning

1. Florida Registered Architect or Landscape Architect – *any P&Z employee or Building Inspector -$100/month* - **Cost $2,400/yr.**
2. AICP – *only for planners and zoning techs -$100/month* **Cost $3600/yr.**
3. Certified Floodplain Manager - *any P&Z employee or Building Inspector (all levels) $50/month* **Cost $4,200/yr.**
4. CPTED Certified - *any P&Z employee -$25/month* ***Cost $300/yr.***
5. LEED Green Associated - *any P&Z employee or Building Inspector-$25/month*
6. LEED Accredited Professional - *any P&Z employee or Building Inspector-$50/month * Replaces LEED Green when achieved not cumulative* **Cost $600/yr.**
7. Masters in Planning, Public Administration or closely related field – *zoning tech only-$100/month.* **Cost-$1,200/yr.**

Landscaping

Available for any grounds employee whose job is connected to grounds or parks maintenance and whose job description does not require a certification.

FNGLA's Certified Landscape Technician (FCLT) - $25/month

FNGLA's Certified Landscape Maintenance Technician (FCLMT)-$25/month

ISA Certified Arborist - $50/month

No Cost at this time

Fleet Services

1. Automotive Service Excellence (ASE) Certifications will be compensated at $25/month each for specialties to be determined by the Public Works Director. Incentives under this category may not cumulatively exceed a maximum of $150/month. Any certification required in the job description will not be eligible for incentive pay.

2. Emergency Vehicle Training (EVT) Certifications will be compensated at $25/month each for specialties to be determined by the Public Works Director. Incentives under this category may not cumulatively exceed a maximum of $100/month. Any certification required in the job description will not be eligible for incentive pay.

Cost: $3,900/yr.

Article 14- Leaves

Sick Leave

Agree to allow buyback of up to 1000 at termination under existing guidelines (50% with minimum 5 yrs. service and 100 % at retirement dollar value based on average wages for prior ten years of service) Current is max of 840 hours.

- *Less than 7% of employees are currently affected by this change. None are currently known to be retiring within the term of the agreement. Most employees, who retire, do so via the DROP program which spreads the liability for sick leave payouts over a five year span, thereby minimizing the impact in any fiscal year.*

Article 28- Pension

10 year vesting to 7 yr. vesting **Cost- $75,000**

New Article- VEBA**

FY 14/15- 1.5% FOPE- **$180,000**; **Non Bargaining-$87,300**

FY 15/16- .75% FOPE- **$140,000**; **Non Bargaining-$68,000**

FY 16/17- **0%**

Funds in the VEBA are **tax free going in and also at distribution.**

Any funds from the City into the VEBA are also **not subject to FICA and not pensionable**, a significant savings to the City.

Voluntary Employee Benefit Association (VEBA)

Creation of a VEBA for the general and non-bargaining employee which would have the following characteristics:

- Only be available to current employees who retire after adoption. The plan would not include employees who have already left the City.
- No distributions from the fund would be paid in the first five years.
- DROP participants and retirees could divert sick and vacation payouts into the VEBA.
- Reimbursements out of the fund could be for insurance premiums and out of pocket medical expenses as allowed under IRS rules.
- The accounts would be set up as individual accounts but managed collectively

Payments into the VEBA would be based on **base pay only**. Not in the manner currently applied to the IAFF VEBA which is based on gross pay plus FICA and pension contributions on those funds.

A Board of Trustees would need to be established. We are exploring the possibility of designating the General Employees Retirement System Board of Trustees for this purpose. IRS approvals will need to be obtained. That could take several months to complete.

Summary of Costs

	FOPE	NON-BARGAING	TOTAL
COLA	**$1,450,000**	**$715,000**	**$2,165,000**
INCENTIVES	**$ 167,400**		**$55,800**
SK LEAVE PAYOUT	*	*	*
PENSION VESTING	**$50,000**	**$25,000**	**$75,000**
VEBA	**$320,000**	**$155,300**	**$475,300**
TOTAL	**$1,987,400**	**$895,300**	$2,882,700

** Less than 7% of employees are currently affected by this change. None are currently known to be retiring during the term of the agreement. Most employees, who retire, do so via the DROP program which spreads the liability for sick leave payouts over a five year span, thereby minimizing the impact in any fiscal year.*

FEDERATION OF PUBLIC EMPLOYEES

A Division of the National Federation of Public and Private Employees
An Affiliate of District 1- Marine Engineers Beneficial Association (MEBA), (AFL-CIO)

DANIEL D. REYNOLDS
Division President

ANTHONY MARCIANO
Division Secretary/Treasurer

October 31, 2014

Mr. Dennis Beach, City Manager
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

SENT VIA US MAIL AND FACSIMILE AT (954) 786-4504

Dear Mr. Beach:

This letter is to advise you that the Federation of Public Employees held a ratification meeting for the City of Pompano Beach Bargaining Unit on October 30, 2014.

Please be advised that the majority of bargaining unit employees in attendance voted to accept the Collective Bargaining Agreement between the Federation and the City of Pompano Beach.

If you need any additional information, please do not hesitate to contact me.

Sincerely,

Jack Marziliano
Business Representative

JM:yf

cc: Michael Smith, Director of Personnel

1700 N.W. 66th Avenue ★ Suite 100 ★ Fort Lauderdale, Florida 33313 ★ Office (954) 797-7575 ★ Fax (954) 797-2922

ARTICLE 1

RECOGNITION

SECTION 1: The City hereby recognizes the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO, affiliated with District 1 - MEBA, (AFL-CIO), as sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and conditions of employment for those employees of the City working within the unit certified by the Public Employees Relations Commission and any other inclusions or exclusions mutually agreed to by the parties.

SECTION 2: As of the date of this Agreement, those employees in the following classifications are considered to be part of the bargaining unit as may be approved or modified by the Public Employees Relations Commission (position classifications are listed in class code order):

JOB TITLE	CODE	GRADE
OFFICE ASSISTANT I	110	15
OFFICE ASSISTANT II	112	17
SECRETARY I	125	17
SECRETARY II	126	18
CASHIER	138	16
HEAD CASHIER	140	18
SENIOR COMPUTER OPERATOR	162	24
INFORMATION TECH SPECIALIST	163	26
INFORMATION TECH ANALYST I	165	28
INFORMATION TECH ANALYST II	167	29
INFORMATION TECH ANALYST III	175	30
INFORMATION TECH ANALYST IV	176	32
BUYER	181	21
MATERIAL HANDLING SPEC	185	18
CHIEF MATERIAL HANDL SPEC	186	22
ACCOUNTING CLERK I	187	15
ACCOUNTING CLERK II	190	16
ACCOUNTING CLERK III	191	18
MICROFILM CLERK I	194	13
RECORDS TECHNICIAN	195	15

PERMIT TECHNICIAN SUPPORT	244	24
CUSTOMER SERV REPRESENT	238	17
ASST CUSTOMER SERV MGR	239	21
ZONING TECHNICIAN	241	24
BUSINESS TAX RECIEPT TECHNICIAN	242	18
PLANS COORDINATOR	243	20
LICENSE INSPECTOR	245	24
PERMIT EXPEDITER	251	18
PLANNER	273	26
DESIGN PLANNER	274	26
SERVICE WORKER I	300	17
SERVICE WORKER II	301	18
SERVICE WORKER III	302	19
SERVICE WORKER IV	303	20
SAND AND SPURS ATTENDANT	304	17
CUSTODIAN	315	15
PEST CONTROL WORKER	317	21
MESSENGER	320	15
NURSERY TECHNICIAN	325	20
IRRIGATION TECHNICIAN	327	20
MECHANIC I	330	20
MECHANIC II	331	22
MECHANIC III	332	23
GOLF CART MECHANIC	335	21
RECYCLING SPECIALIST	350	22
EQUIPMENT OPERATOR	355	19
HEAVY EQUIPMENT OPERATOR	360	21
HEAVY EQUIPMENT OPERATOR/MECHANIC	365	22
PRINTING TECHNICIAN	387	22
WATER METER READER	400	17
FIELD SERVICE REPRESENT	410	19
UTILITIES SYSTEM TRAINEE	421	17
UTILITIES SYSTEM OPERATOR I	422	18
UTILITIES SYSTEM OPERATOR II	423	19
UTILITIES SYSTEM OPERATOR III	424	20
WATER PLANT TRAINEE	435	20
WATER PLANT OPERATOR	440	22
WATER PLANT OPERATOR II	441	23
LIFT STATION OPERATOR II	450	23
LIFT STATION OPERATOR I	455	20
WATER PLANT OPERATOR III	460	25
WATER PLANT MECHANIC	465	23
METER TECHNICIAN	467	20
TV EQUIPMENT OPERATOR	468	21
BACKFLOW TECHNICIAN	469	21

LABORATORY TECHNICIAN	470	25
FIELD SAMPLING SPECIALIST	471	22
ANALYTICAL/QA SPECIALIST	473	25
UTILITY MAINT FOREMAN	500	23
MAINTENANCE FOREMAN	501	22
CUSTOMER SERV FOREMAN	502	20
UTILITIES SYSTEM FOREMAN	504	23
IRRIGATION FOREMAN	505	23
ATHLETIC FACILITIES MAINTENANCE FOREMAN	506	22
FACILITIES MAINTENANCE FOREMAN	507	22
AIRPARK MAINTENANCE FOREMAN	508	22
METER SHOP FOREMAN	510	23
GARAGE FOREMAN	568	24
ENGINEERING TECHNICIAN	608	24
LANDSCAPE INSPECTOR	610	24
ENGINEERING INSPECTOR	621	26
PUBLIC WORKS INSPECTOR	623	24
ENGINEERING FIELD TECHNICIAN	624	27
HOUSING CODE INSPECTOR	626	26
CHIEF BLDG INSPECTOR	631	30
BLDG PLANS EXAMINER	632	28
BLDG FIELD INSPECTOR	633	26
UTILITIES MECHANIC	667	25
UTILITIES ELECTRICIAN	669	25
ELECTRICIAN	670	25
CARPENTER	671	22
PAINTER	672	22
PLUMBER	673	22
MASON	674	22
SENIOR ELECTRICIAN	675	27
WELDER	676	23
SOLID WASTE INSPECTOR	678	23
TRAFFIC SIGN TECHNICIAN	695	18
CHIEF TRAFFIC SIGN MECHAN	696	22
GENERAL TRADES MECHANIC	697	20
GOLF CART ATTENDANT	902	17
GOLF STARTER	910	14
POOL LIFEGUARD	918	17
OCEAN RESCUE LIFEGUARD	920	17
LIFEGUARD LIEUTENANT	923	21
OCEAN RESCUE LIEUTENANT	924	21
BUS DRIVER	927	15
PRESCHOOL TEACHER	942	15
RECREATION LEADER	944	19

ARTICLE 10

OVERTIME

SECTION 1: The City agrees that an employee shall be paid at the rate of one and one-half (1-1/2) times his regular rate of pay for hours worked in excess of forty (40) hours during a work week.

SECTION 2: The City will try where practicable to give all employees advance notice of overtime schedules. Except in case of emergency and insofar as practicable, department heads or department supervisors will endeavor to give reasonable notice to any employee required to work overtime.

SECTION 3: Department heads will try where practicable to distribute overtime work as equally as possible among the qualified employees of their respective departments. Department Heads will maintain overtime records of all employees to ensure a fair distribution of overtime in their respective departments. Failure to report for mandatory overtime, when ordered, may result in disciplinary action up to and including dismissal for just cause without a bonafide excuse as determined by the City.

SECTION 4: For the purpose of computing overtime, ~~bereavement leave, paid designated holidays, and vacation days when taken~~ no paid leave shall ~~not~~ be computed as time worked.

SECTION 5: Double time shall be paid only in the following instances:

(1) work performed by a unit employee on a designated holiday when the employee is not normally scheduled to work the holiday;

(2) work performed by a unit employee on a Sunday when the employee is not normally scheduled to work the Sunday;

ARTICLE 13

WAGES - MERIT AND LONGEVITY

SECTION 1: Compensation

~~(1) No COLA will be given for the FY beginning October 1, 2011 and ending September 30, 2012.~~

~~(2a)Effective the first full payperiod after ratification by both parties , all bargaining unit members shall receive a one-time lump sum amount equal to 3.0% of their base salaries for FY 2011-2012.~~

~~(2b) The one-time lump sum amount shall be granted to all bargaining unit members who are actively employed by the City on the date of ratification by the City Commission.~~

~~(2c) Employees who began employment after 10.01.2011 will have the lump sum prorated to the number of payperiods they have worked during the 2011-2012 fiscal year.~~

~~(3) The parties agree to reopen the contract for negotiations on wages only for the contract years 2012-2013 and 2013-2014.~~

A. Effective in the first full pay period starting on or after October 1, 2014, wages shall be increased by two percent (2.0%).
B. Effective in the first full pay period starting on or after October 1, 2015, wages shall be increased by two and one half percent (2.5%).
C. Effective in the first full pay period starting on or after October 1, 2016, wages shall be increased by three percent (3.0%).

SECTION 2: Merit Salary Increases

Merit salary increases are not automatic and an employee's salary may never exceed the maximum salary approved for his/her pay grade. Merit salary increases will be granted to employees whose salary has not reached the maximum of the assigned pay grade and whose anniversary date falls between October 1, 2014 through and including September 30, 2017 as follows:

0% of current base salary for ineffective or marginally effective performance
1% of current base salary for fully effective performance
2% of current base salary for very effective performance
3% of current base salary for outstanding performance

No merit pay increases will be due during any period of time after the expiration date of this agreement on September 30, 2017.

An employee whose job performance is not rated fully effective or above will be re-evaluated every 90 days until their performance is rated "Fully Effective" or above. During these periods the supervisor will counsel the employee on job performance insufficiencies and recommend remedial action. If an employee is rated less than "Fully Effective" after two consecutive 90 day extensions, the employee may be subject to disciplinary action. If discipline is imposed, such discipline would be grievable pursuant to Article 4.

SECTION 3: Longevity

Any employee whose effective date of employment is before October 1, 1996 shall be entitled to a five percent (5%) longevity increase upon completion of fourteen (14) and nineteen (19) years of continuous service with the City.

SECTION 4: An employee who is granted a leave of absence without pay in accordance with SECTION 34.132(b) of the City's Code of Ordinances, which leave of absence exceeds thirty (30) working days, shall have his or her increase anniversary date for merit and longevity increase purposes extended by the duration of the leave. The new extended date will then become the employee's permanent increase anniversary date.

SECTION 5 : Incentive Pay for Licenses and Certifications

A. Utilities Field Operations (UFO) employees will be paid for licenses above the minimum required for job. One level above $50/month, two licenses above the minimum required for the classification at $100/month.

B. Pay Utilities Field Operations will be paid for multiple licenses at same rate as above which are not required for the position they currently hold.

C. Utilities Treatment Plant Employees will be paid for dual licenses at the prevailing rates which are $50 for a B license and $100 for an A license per pay period respectively.

D. Building Inspectors will be paid for certifications above minimum required for job. $50/month for one level above (i.e. Inspector with Plan Review Certification.; Chief Inspector with Bldg. Official certification. $100/month will be paid for two levels above.

E. Planning

1. Florida Registered Architect or Landscape Architect – *any Development Services Employee -$100/month*
2. AICP – *only for planners and zoning techs -$100/month*
3. Certified Floodplain Manager - *any Development Services Employee $50/month*
4. CPTED Certified - *any P&Z employee -$25/month*
5. LEED Green Associated - *any Development Services Employee -$25/month*
6. LEED Accredited Professional - *any Development Services Employee -$50/month. When achieved this replaces LEED Green. Incentive is not cumulative*
7. Masters in Planning, Public Administration or closely related field – *zoning tech only- $100/month*.

F. Landscaping

The following incentives are available for any grounds employee whose job is connected to grounds or parks maintenance and whose job description does not require the certification.

1. FNGLA's Certified Landscape Technician (FCLT) - $25/month
2. FNGLA's Certified Landscape Maintenance Technician (FCLMT)-$25/month
3. ISA Certified Arborist - $50/month

G. Fleet Maintenance

1. Automotive Service Excellence (ASE) Certifications will be compensated at $25/month each for specialties to be determined by the Public Works Director. Incentives under this category may not cumulatively exceed a maximum of $150/month. Any certification required in the job description will not be eligible for incentive pay.

2. Emergency Vehicle Training (EVT) Certifications will be compensated at $25/month each for specialties to be determined by the Public Works Director. Incentives under this category may not cumulatively exceed a maximum of $100/month. Any certification required in the job description will not be eligible for incentive pay.

H. The provision of any of the above incentives in no way is an abrogation or diminution of any of the Management Rights enumerated in Article 4 of this agreement.

ARTICLE 14

LEAVES

SECTION 1: SICK LEAVE

(a) The City shall grant to all employees who are unit member's sick leave with pay at the rate of one (1) working day for each completed month of service.

(b) The Federation agrees that, unless provided otherwise pursuant to the City's policy adopting the Family Medical Leave Act of 1993 (FMLA), no more than five (5) working days in any calendar year may be taken as sick leave because of illness within the employee's immediate family. For the purposes of this Article, "immediate family" shall be as defined in the Code of Ordinances of the City.

(c) Effective October 1, 1984, employees who have accumulated 840 hours of sick leave or more, shall retain said accrued sick leave for reasons of sickness and for pay-out purposes, 100% upon retirement and/or death. (Paid to employee's estate). Employees who have accrued less than 840 hours of sick leave on October 1, 1984, shall be permitted to accrue an unlimited number of hours for use for legitimate sick leave purposes but shall be limited to accrue a maximum of ~~840~~ 1000 hours of accumulation for pay-out purposes upon retirement or death. (Paid to employee's estate).

(d) Effective October 1, 1984, unit members shall be paid a maximum of one-half (1/2) of the employee's accumulated sick leave (not to exceed 50% of ~~840~~ 1000 hours), who separate from the City service, with two (2) weeks notice to the City.

(e) Sick leave pay-out as provided for in SECTION (1) (c) and (d) will be computed by multiplying the appropriate number of sick leave hours (i.e., the number of hours at or below the cap

ARTICLE 28

PENSION

SECTION 1: Effective October 1, 2005 the amount of the normal retirement benefit shall be increased from 2.5% to 2.75% of average monthly earnings for each year of continuous service provided that no annual benefit provided for in this retirement plan for an individual member shall exceed the lessor of $130,000, starting at age 62 plus cost of living adjustments, and the like, or 100% of the member's average compensation for his three highest years. (IRC Sec. 415)

SECTION 2: Effective the first full pay period in October 2006, employee contributions shall be increased from seven percent (7%) to eight and one-half percent (8.5%) and effective the first full pay period in October 2007, employee contributions shall be increased from eight and one-half percent (8.5%) to ten percent (10%).

SECTION 3: Effective upon ratification by the parties the following changes will be implemented for all employees hired after the date of ratification:

a. The amount of the normal retirement benefit shall be 2.0% of average monthly earnings for each year of continuous service provided that no annual benefit provided for in this retirement plan for an individual member shall exceed the lessor of $130,000, starting at age 62 plus cost of living adjustments, and the like, or 100% of the member's average base compensation for the 5 years immediately prior to retirement.

b. Employee contributions shall be 7% of base earnings.

c. If the employee is eligible for a COLA , a graduated COLA will be given based on the age of the retiree as follows:

Under age 55- 0% COLA

Age 55-64 - 1% COLA after 5 years from commencement of retirement benefits.

Age 65+ - 2% COLA after 5 years from commencement of retirement benefits.

SECTION 4: Upon ratification of this agreement the vesting period for normal retirement benefits will be changed from ten (10) years to seven (7) years.

ARTICLE 29

VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

A. The City and the Union agree to create and maintain a VEBA Trust Fund to offset allowable retiree health expenses of all regular full time general employees as allowed under IRS regulations [IRC Section 501 (c) (9)] and approved by the designated VEBA Board of Trustees. The composition of the VEBA Board of Trustees shall be established by mutual agreement of the City and the Union. The City and the Union agree that the City will have no liability or responsibility for any of the expenses or benefits of the fund. The Union will hold the City harmless in all matters regarding the VEBA Trust Fund.

B. The City agrees to allocate on an ongoing basis, a percentage of the base bi-weekly salary to the VEBA Trust Fund beginning on the following schedule.

1. 1.5% on the first full pay period following establishment and approval of the VEBA Trust Fund by the IRS.

2. An additional 0.75% effective the first full pay period on or after October 1, 2015

C. The VEBA Trust Fund shall provide benefits to all regular full time general employees from individual employee accounts regardless of bargaining unit status or membership in accordance with rules adopted thereafter by the Board of Trustees and which are in compliance with IRS regulations.

D. The City's contribution to the VEBA Trust Fund shall be made within ten days after each payday once the Fund has been established and approved by the Internal Revenue Service.

E. Covered employees may also direct payouts of any portion of sick and vacation leaves at termination, DROP entry or retirement into the VEBA Trust Fund.

TERM OF AGREEMENT

SECTION 1: Except as provided in Article 13, SECTION 1(a), this Agreement will become effective on October 1, 2014 and shall remain in full force and effect through and including September 30,2017.

SECTION 2: On or before May 1, 2017 the Union shall notify the City, in writing, of its intention to negotiate a new Agreement, and the Union shall attach to said notice a list of proposals which shall inform the City of the items it desires to negotiate.

FEDERATION OF PUBLIC EMPLOYEES

_____
Divisional President

_____

_____

_____

_____

Negotiating Committee for
Federation of Public Employees

CITY OF POMPANO BEACH, FLORIDA

_____
Mayor

_____
City Manager

_____
Human Resources Director

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

pompano beach®
Florida's Warmest Welcome

AGREEMENT

BETWEEN

FEDERATION OF PUBLIC EMPLOYEES

AND

**THE CITY OF
POMPANO BEACH
FLORIDA**

OCTOBER 1, 2014 TO SEPTEMBER 30, 2017

TABLE OF CONTENTS

ARTICLE		PAGE
	AGREEMENT	4
	PREAMBLE	5
1	RECOGNITION	6
2	REPRESENTATION OF THE EMPLOYEE ORGANIZATION	9
3	GRIEVANCE PROCEDURE	10
4	MANAGEMENT RIGHTS	15
5	EMPLOYEE RIGHTS/NON DISCRIMINATION	19
6	NO STRIKES	20
7	FEDERATION BUSINESS	21
8	UNION DEDUCTION	25
9	HOURS OF WORK	27
10	OVERTIME	29
11	TEMPORARY UPGRADING	31
12	UNIFORMS	33
13	WAGES - MERIT AND LONGEVITY	36
14	LEAVES	39
15	ON-THE-JOB-INJURY	45
16	HOLIDAYS	47

ARTICLE		PAGE
17	SENIORITY, LAYOFF, RECALL	49
18	VOTING	52
19	PERSONNEL RULES AND ORDINANCES	53
20	MISCELLANEOUS	54
21	TUITION REFUND	55
22	GROUP INSURANCE	56
23	SEVERABILITY CLAUSE	58
24	PROBATIONARY PERIOD	59
25	DRUG AND ALCOHOL TESTING	61
26	PROMOTIONS	65
27	DEFERRED RETIREMENT OPTION PROGRAM	66
28	PENSION	67
29	VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)	69
	TERM OF AGREEMENT	70

AGREEMENT

SECTION 1: This Agreement is entered into by and between the CITY OF POMPANO BEACH, FLORIDA, with principal offices at City Hall, Pompano Beach, Florida, hereinafter referred to as the "City", and the FEDERATION OF PUBLIC EMPLOYEES, a Division of the National Federation of Public and Private Employees, AFL-CIO, affiliated with District No. 1 - MEBA, (AFL-CIO), hereinafter referred to as the "Federation". This Agreement shall be effective when properly ratified by the City and the Federation and shall remain in force and effect through September 30, 2017

SECTION 2: Throughout this Agreement, masculine gender pronouns shall be read to include the feminine gender where appropriate.

PREAMBLE

WHEREAS, the parties hereto have established a basic understanding relative to the terms and conditions of employment of the employees of the City; and

WHEREAS, it is the intent and desire of the parties to this Agreement to work harmoniously and to promote and maintain efficient and cordial relations between the City and the Federation which will serve the best interest of all concerned; and

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety, protection and comfort of the citizens of Pompano Beach; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of these services; and

WHEREAS, since both parties recognize this mutual responsibility they have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility;

NOW, THEREFORE, in consideration of the premises and promises set forth herein and the benefits and advantages accruing or expected to accrue to the parties hereto and those covered by this Agreement by reason thereof, and said parties hereby agree as follows:

ARTICLE 1

RECOGNITION

SECTION 1: The City hereby recognizes the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO, affiliated with District 1 - MEBA, (AFL-CIO), as sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and conditions of employment for those employees of the City working within the unit certified by the Public Employees Relations Commission and any other inclusions or exclusions mutually agreed to by the parties.

SECTION 2: As of the date of this Agreement, those employees in the following classifications are considered to be part of the bargaining unit as may be approved or modified by the Public Employees Relations Commission (position classifications are listed in class code order):

JOB TITLE	CODE	GRADE
OFFICE ASSISTANT I	110	15
OFFICE ASSISTANT II	112	17
SECRETARY I	125	17
SECRETARY II	126	18
CASHIER	138	16
HEAD CASHIER	140	18
SENIOR COMPUTER OPERATOR	162	24
INFORMATION TECH SPECIALIST	163	26
INFORMATION TECH ANALYST I	165	28
INFORMATION TECH ANALYST II	167	29
INFORMATION TECH ANALYST III	175	30
INFORMATION TECH ANALYST IV	176	32
BUYER	181	21
MATERIAL HANDLING SPEC	185	18
CHIEF MATERIAL HANDL SPEC	186	22
ACCOUNTING CLERK I	187	15
ACCOUNTING CLERK II	190	16
ACCOUNTING CLERK III	191	18
MICROFILM CLERK I	194	13
RECORDS TECHNICIAN	195	15

PERMIT TECHNICIAN SUPPORT	244	24
CUSTOMER SERV REPRESENT	238	17
ASST CUSTOMER SERV MGR	239	21
ZONING TECHNICIAN	241	24
BUSINESS TAX RECIEPT TECHNICIAN	242	18
PLANS COORDINATOR	243	20
LICENSE INSPECTOR	245	24
PERMIT EXPEDITER	251	18
PLANNER	273	26
DESIGN PLANNER	274	26
SERVICE WORKER I	300	17
SERVICE WORKER II	301	18
SERVICE WORKER III	302	19
SERVICE WORKER IV	303	20
SAND AND SPURS ATTENDANT	304	17
CUSTODIAN	315	15
PEST CONTROL WORKER	317	21
MESSENGER	320	15
NURSERY TECHNICIAN	325	20
IRRIGATION TECHNICIAN	327	20
MECHANIC I	330	20
MECHANIC II	331	22
MECHANIC III	332	23
GOLF CART MECHANIC	335	21
RECYCLING SPECIALIST	350	22
EQUIPMENT OPERATOR	355	19
HEAVY EQUIPMENT OPERATOR	360	21
HEAVY EQUIPMENT OPERATOR/MECHANIC	365	22
PRINTING TECHNICIAN	387	22
WATER METER READER	400	17
FIELD SERVICE REPRESENT	410	19
UTILITIES SYSTEM TRAINEE	421	17
UTILITIES SYSTEM OPERATOR I	422	18
UTILITIES SYSTEM OPERATOR II	423	19
UTILITIES SYSTEM OPERATOR III	424	20
WATER PLANT TRAINEE	435	20
WATER PLANT OPERATOR	440	22
WATER PLANT OPERATOR II	441	23
LIFT STATION OPERATOR II	450	23
LIFT STATION OPERATOR I	455	20
WATER PLANT OPERATOR III	460	25
WATER PLANT MECHANIC	465	23
METER TECHNICIAN	467	20
TV EQUIPMENT OPERATOR	468	21
BACKFLOW TECHNICIAN	469	21

LABORATORY TECHNICIAN	470	25
FIELD SAMPLING SPECIALIST	471	22
ANALYTICAL/QA SPECIALIST	473	25
UTILITY MAINT FOREMAN	500	23
MAINTENANCE FOREMAN	501	22
CUSTOMER SERV FOREMAN	502	20
UTILITIES SYSTEM FOREMAN	504	23
IRRIGATION FOREMAN	505	23
ATHLETIC FACILITIES MAINTENANCE FOREMAN	506	22
FACILITIES MAINTENANCE FOREMAN	507	22
AIRPARK MAINTENANCE FOREMAN	508	22
METER SHOP FOREMAN	510	23
GARAGE FOREMAN	568	24
ENGINEERING TECHNICIAN	608	24
LANDSCAPE INSPECTOR	610	24
ENGINEERING INSPECTOR	621	26
PUBLIC WORKS INSPECTOR	623	24
ENGINEERING FIELD TECHNICIAN	624	27
HOUSING CODE INSPECTOR	626	26
CHIEF BLDG INSPECTOR	631	30
BLDG PLANS EXAMINER	632	28
BLDG FIELD INSPECTOR	633	26
UTILITIES MECHANIC	667	25
UTILITIES ELECTRICIAN	669	25
ELECTRICIAN	670	25
CARPENTER	671	22
PAINTER	672	22
PLUMBER	673	22
MASON	674	22
SENIOR ELECTRICIAN	675	27
WELDER	676	23
SOLID WASTE INSPECTOR	678	23
TRAFFIC SIGN TECHNICIAN	695	18
CHIEF TRAFFIC SIGN MECHAN	696	22
GENERAL TRADES MECHANIC	697	20
GOLF CART ATTENDANT	902	17
GOLF STARTER	910	14
POOL LIFEGUARD	918	17
OCEAN RESCUE LIFEGUARD	920	17
LIFEGUARD LIEUTENANT	923	21
OCEAN RESCUE LIEUTENANT	924	21
BUS DRIVER	927	15
PRESCHOOL TEACHER	942	15
RECREATION LEADER	944	19

ARTICLE 2

REPRESENTATION OF THE EMPLOYEE ORGANIZATION

SECTION 1: The membership of the Federation shall be represented by its authorized business representatives. It shall be the responsibility of the Federation to notify the City Manager in writing of any change in the designation of its authorized business representatives subsequent to the execution of this Agreement.

SECTION 2: It is agreed and understood that for the purpose of collective bargaining negotiations with the City, the Federation shall be represented by its authorized business representatives and appointed delegates.

ARTICLE 3

GRIEVANCE PROCEDURE

SECTION 1: Any claim by an employee, group of employees, or the Federation, at the request of a group of employees, that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement, or any rule, order, or regulation of the City and/or any other condition of employment deemed to be in violation of the Agreement may be processed as a grievance as is hereinafter provided. Nothing in this Article shall be construed to prevent any employee from presenting, at any time, his own grievance in person or by legal counsel, to the City, and having such grievance adjusted without the intervention of the Federation, if the adjustment is not inconsistent with the terms of this Agreement. However, application to this procedure shall foreclose the grievant from appealing to any other available procedure or vice-versa.

SECTION 2: In the event that an employee believes there is a basis for a grievance, he shall first discuss promptly the alleged grievance with the immediate supervisor either personally or if he prefers, accompanied by a Federation representative, within ten (10) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.

SECTION 3: If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may, at the option of the grievant, be invoked through the Federation within five (5) working days of the informal discussion, on the form set forth in Appendix "A", signed by the grievant and a representative of the Federation, which form shall be available from the department of personnel or the Federation.

STEP 1: Within the time frame set forth above, a grievant may submit to his immediate supervisor, a copy of the grievance on the grievance form contained in Appendix "A". Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant and/or his Federation representative in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing within five (5) working days after such meeting and shall furnish a copy thereof to the Federation.

STEP 2: If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the Department Head and/or his designee within five (5) working days of the disposition or expiration of the time limit. Within five (5) working days the Department Head or his designee shall meet with the grievant and/or his Federation representative and shall indicate the disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Federation.

STEP 3: If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the City Manager and/or his designee within five (5) working days of the disposition or expiration of the time limit. Within five (5) working days the City Manager or his designee shall meet with the grievant and/or his Federation representative and shall indicate the disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Federation.

STEP 4: If the grievant is not satisfied with the disposition of the grievance by the City Manager or his designee, or if no disposition has been made within the specified time limit, the grievance may be submitted by the Federation with the consent of the grievant, to arbitration before an impartial arbitrator within twenty (20) working days of the date of disposition at Step 3, or the expiration of the time limit, whichever occurs first. If the parties cannot agree as to the arbitrator within five (5) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected from a list submitted by the Federal Mediation and Conciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceedings. Either party may reject up to two (2) entire FMCS panels. The parties agree that the award of the arbitrator shall be final and binding. Any member action resulting in a formal written warning such as an Order of Disciplinary Action (ODA) or written warning memo (this excludes disciplinary actions resulting in any suspension or termination), shall not be subjected to the procedures of Step 4 and the final disposition of the grievance shall be determined at Step 3 as described above.

SECTION 4: The cost for the services of the arbitrator shall be paid by the losing party. In case of a split award, the fees and expenses of arbitration shall be shared equally. Either party desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts. Each party shall be responsible for any additional expense it chooses to incur.

SECTION 5: The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. The City agrees to initiate all disciplinary actions as soon as possible after the incident and shall endeavor to act in a timely manner regarding disciplinary actions.

SECTION 6: Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

SECTION 7: Any settlement of a grievance shall be limited retroactively to a period not to exceed ten (10) working days prior to the date such grievance was put in writing.

SECTION 8: The arbitrator shall be prohibited from modifying, changing, adding to or subtracting from the terms of this Agreement or any supplementary written approved amendment entered into mutually by the parties. Any case appealed to the arbitrator on which he has no power to rule shall be referred back to the parties without decision.

SECTION 9: The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of the Agreement.

SECTION 10: Nothing in this Article shall require the Federation to process grievances for employees who are not members of the Federation.

SECTION 11: Federation on-site representatives involved in the representation of the grievance shall be allowed to attend meetings when scheduled on the on-site representative's working hours. To the greatest extent possible, grievance meetings shall be held immediately before or after the employees regular work shift.

SECTION 12: Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, et seq., it is mutually acknowledged and agreed that this collective bargaining agreement shall be administered within the amounts appropriated by the City Commission for funding of the collective bargaining agreement. Accordingly, and notwithstanding any other provision of this collective bargaining agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this collective bargaining agreement to result in, obligate, or cause the City to have or bear any exposure, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City Commission for the funding of this collective bargaining agreement as agreed upon by the parties. Any such award, which contravenes or is not in compliance with the provisions of this paragraph, shall be null and void.

SECTION 13: In the case of discharge, the grievance may proceed directly to STEP 3 of the grievance procedure.

SECTION 14: Any and all items challenged under the provisions of the grievance procedure shall not be placed in the employee's official personnel file until the grievance has been resolved up to and including an arbitration decision.

SECTION 15. In cases involving suspension, the City agrees to hold serving of the suspension in abeyance until the City Manager, or designee has rendered an opinion at step three (3)

ARTICLE 4

MANAGEMENT RIGHTS

SECTION 1: The management and the operation of the City and all of its departments rest exclusively with the City. The City has the unilateral right, subject to the limitations of this Agreement to exercise its management rights. Those rights include, but are not limited to, the following:

1. Discipline or discharge for just cause;
2. Direction and supervision of all personnel;
3. The hiring, assignment and/or transfer of employees to shifts, stations, locations, hours, duties, etc;
4. Determination of the mission and objective of the City;
5. Determination of the methods, means and number of personnel needed to carry out the City's mission and objectives, including, but not limited to, the determination of the number and qualifications of personnel to be assigned at each location, and to carry out each duty.
6. Introduction of new, improved or different methods facilities, or equipment;
7. Scheduling of operations, shifts, and work days including, but not limited to, starting and ending times, the number of hours to be work, and the duration of the work day and work week;
8. Determine the standards of service to be offered by the City;

9. Determine the standards of selection for employment and to set the starting salary of employees to any salary falling within the salary range of the classification of the position the employee is being hired into, and this decision shall be subject to the grievance procedure up to Step 3 as contained in Article 3;

10. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;

11. Layoff and/or relieve its employees from duty because of lack of work or for other reasons deemed appropriate by the City;

12. Formulate, establish, amend, revise and implement policies, procedures, programs and/or rules and regulations;

13. Require employees to observe and obey the City's policies, procedures, programs and/or rules and regulations;

14. Maintain the efficiency of governmental operations;

15. Determine the methods, means and personnel by which the City's operations are to be conducted;

16. Establish and revise or discontinue policies, programs and procedures, and/or rules and regulations in order to meet changing conditions and to better serve the needs of the public;

17. Determine the content of job classifications;

18. Exercise complete control and discretion over its organization and the technology of performing its work;

19. Fulfill all of its legal responsibilities;

20. Change, alter or amend practices and working conditions not specifically guaranteed in this Agreement;

21. Classify and reclassify employees and positions;

22. Merge, consolidate, subcontract, expand, or close any function and/or Department covered by this Agreement or expand, reduce, alter, combine, assign or cease any job.

SECTION 2: The City agrees to furnish the Federation with a job description for each represented job classification when requested by the Federation.

SECTION 3: The above rights are not all-inclusive but indicate the type of matters or rights, which belong to and are inherent in the City in its general capacity as management. If the City fails to exercise any one or more of the above rights and functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such rights and functions. Any right or function of the City not specifically relinquished by the City in this Agreement shall remain with the City.

SECTION 4: No provision of this Agreement shall be construed to prohibit the City from unilaterally complying with all federal, state and local laws, with all judicial requirements, with the City's affirmative action plan, and with the City's consent decree with the United States Department of Justice.

SECTION 5: Any of the rights, powers, authority and privileges that the City had prior to the signing of this Agreement are retained by the City except those specifically relinquished by the City in this Agreement.

SECTION 6: The Federation recognizes that in consideration of the commitments assumed by the City in this Agreement, the City has, among others, the right to require of all employees efficient and courteous service in the performance of their duties.

SECTION 7: The Federation agrees that its officers, agents and members shall not oppose or interfere directly or indirectly with the legitimate or reasonable efforts of the City to train employees to improve their skill and ability, to make operational improvements, to maintain reasonable and proper discipline and efficiency, and to realize economics in the operation of the City and its departments.

SECTION 8: The above rights, responsibilities and prerogatives are inherent in the City Commission and the City Manager by virtue of statutory and Charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

SECTION 9: Any and all discipline shall be implemented as soon as practical.

ARTICLE 5

EMPLOYEE RIGHTS/NON-DISCRIMINATION

SECTION 1: The parties agree not to interfere with the right of any employee to become a member of the Federation; withdraw from membership from the Federation; or refrain from becoming a member of the Federation.

SECTION 2: Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, disability and religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the federal government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

SECTION 3: This Article will not prevent the Federation from not processing grievances of non-members.

SECTION 4: The grievance procedure set forth in Article 3 of this Agreement is provided to cover presentation and adjustment of disagreements and to assure members of the Federation that grievances will be considered in a fair and rapid manner and without reprisal. Neither the City nor the Union shall interfere with the members' right to file or not to file a grievance.

ARTICLE 6

NO STRIKES

SECTION 1: The Federation agrees that under no circumstances shall there be any strike, sympathy strike, picketing in furtherance of work stoppage, sit-down, stay-in, slowdown, work stoppages, boycott or any concerted failure or refusal to perform assigned work or any part of assigned duties by the employees covered under this Agreement.

SECTION 2: Any employee who participates in or promotes a strike, sympathy strike, picketing in furtherance of a work stoppage, sit-down, stay-in, slowdown, work stoppage, boycott or concerted failure or refusal to perform assigned work or any part of any assigned duties may be disciplined or discharged by the City, and the sole and exclusive jurisdiction to review such discipline or discharge shall be as provided in the contract Grievance Procedure; provided only the question of whether the employee did in fact participate in, support, encourage or promote such action shall be subject to the Grievance Procedure.

ARTICLE 7

FEDERATION BUSINESS

SECTION 1: No employee covered by this Agreement, unless otherwise provided herein, will engage in any activity not directly related to City business (including, but not limited to union activity) during working hours. Any employee who violates this provision is subject to disciplinary action.

SECTION 2: The Federation agrees that there shall be no solicitation of City employees for membership in the Federation; signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of Federation or affiliated Federation literature, or any other solicitation activity of the Federation on City time and during the working hours of City employees; provided, however, that this SECTION shall not be construed to prohibit the distribution of literature, with the consent of the City (which shall not be arbitrarily or unreasonably withheld), during the employees' lunch period or in those areas which are not specifically devoted to the performance of the employees' assigned duties.

The City agrees that this SECTION shall not be construed to prohibit casual or personal conversation between City employees about the Federation and its activities; provided that this shall not be construed as permitting employees to quit work or delay their work for the purpose of such conversation.

SECTION 3: The City agrees that a duly designated officer or representative of the Federation shall be permitted, during the employees' non-working hours, to enter upon the City's premises and in those areas which are not devoted to the performance of the employees' duties, for the limited purpose of conferring and consulting with members of the Federation who are City employees; provided, however, that such officer or representative of the Federation shall, on arrival at the City department or premises, advise the department head or supervisor in charge.

The Federation agrees that all such visits by its officers or representatives shall not cause any work stoppage, work disruption or interfere in any manner with the City's business or departmental operations.

SECTION 4: The City shall provide the Federation with reasonable space and access to departmental bulletin boards in those departments where members of the Federation are employed. All notices or bulletins of the Federation that are to be posted must be submitted to the City Manager for the City, or his duly authorized representative, for approval prior to posting with a copy for the City. There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon City property other than as herein provided.

The bulletin boards, authorized by the City for use by the Federation, may be used by the Federation, under the terms of this Article, only for the purpose of posting the following notices and announcements:

(a) Notices of Federation meetings;

(b) Notices of Federation elections;

(c) Notices of Federation appointments to office;

(d) Notices of Federation recreational and social affairs;

(e) Federation Newsletter. Approval of the above-enumerated notices shall be granted by the City Manager, or his duly authorized representative, unless the material violates the provisions of this Agreement or is harmful to employee labor relations.

Any intentional violation of this provision by the Federation will result in the privilege of such use of the bulletin boards being withdrawn.

SECTION 5:

(a) The City agrees to recognize one (1) designated Chief on-site representative and six (6) other on-site representatives to represent unit employees. The names of the said on-site Federation representatives shall be furnished to the City by the Federation. In the event of a change in the designated on-site Federation representatives, the City will be notified forthwith. The City recognizes the designated chief on-site representative as the spokesman for the other on-site representatives.

(b) Three (3) designated representatives shall be given time off with pay during negotiations to attend negotiations during any subsequent collective bargaining sessions or any modifications to the existing collective bargaining agreement.

(c) Two (2) designated on-site representatives shall be authorized members of the Federation and shall be permitted to participate in all safety meetings. Compensation for compulsory attendance at said safety meetings shall be at the employee's straight time rate of pay.

(d) The City agrees to permit the chief designated on-site representative or his designee to come to City Hall on City time to review the agenda contained in the folders supplied by the City. The said folders shall be deposited in the office of the City Manager.

(e) The City agrees to consider applicants for employment referred by the Federation; and such applicants shall be given equal consideration as all other applicants for employment.

(f) The City agrees to post notices of vacant employment positions on appropriate departmental bulletin boards for seven (7) days before the vacancy is filled.

(1) Notice of all vacancies for a promotional position shall be posted in all work sites and departments.

(2) The notices of vacancies required by this Article shall include the department where applicable in which the opening occurs, the title of the position, the effective date of the opening, qualifications, information concerning the security of and deadline for filing of the application, the pay grade of the vacant position and the person with whom the application is to be filed. All such notices shall be posted no less than seven (7) calendar days before the deadline for filing applications.

(3) The applicants can secure application forms from the Human Resources Department. The application for promotion and/or transfer shall be filed with the Human Resources Department.

Section 6. The City agrees to allow up to two union stewards to participate with pay in union sponsored training for up to 16 hours each during the fiscal year.

ARTICLE 8

UNION DEDUCTION

SECTION 1: Any member of the Union who has submitted a properly executed Federation deduction card or statement to the City may, by request in writing, have his membership dues, voluntary Union contribution and/or uniform assessments in the Union deducted from his wages. No charge will be made for such deduction(s). Dues monies shall be transmitted to the Union within fifteen (15) days from the date of deduction. If an employee does not have a check due him, or if the check is not large enough to satisfy the deduction, no collection shall be made from the employee for that month.

SECTION 2: If the deduction card is submitted to the City on or before the 10th day of a calendar month, deductions shall commence with the last City pay date of that month. If it is not filed until after the 10th day of the calendar month, deductions will begin with the last City pay day of the following calendar month.

SECTION 3: It shall be the responsibility of the Union to notify the City of any change in the amount of dues monies to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, or special assessments from the wages of any member.

SECTION 4: Any member of the Federation may, at any time, through written notification to the City and the Federation, have the City stop deducting dues from his or her wages. The effective date for such revocation will be thirty (30) days after receipt of such written notice by the City and the Federation.

SECTION 5: The City shall have neither responsibility nor liability for any monies once sent to the Union, nor shall the City have a responsibility or liability for the improper deduction of dues. Further, the Union shall indemnify and hold the City harmless for any and all errors in the administration of the Union dues deduction system.

SECTION 6: Union members wishing to drop from the Union shall provide thirty (30) days advance notice, which needs to be in writing and copied to the Union. Dues deductions shall not cease until the first full pay-period after the 30-day notice has been met.

ARTICLE 9

HOURS OF WORK

SECTION 1: The normal workweek, for the purposes of this Agreement, shall be forty (40) hours per seven- (7) day work cycle. Except in cases where employees are required to work overtime, employees will be scheduled for two (2) consecutive days off. However, in the Parks and Recreation Department and the Fire Department, the City will continue its current scheduling practices.

SECTION 2: In order to maintain essential public services, the City must reserve the right to have such flexibility in working hours as to properly conduct its operations. Accordingly, the City reserves the right to determine and establish the hours of work and work schedules for each employee, provided, however, that this right shall not be exercised arbitrarily or unreasonably. For each department, the City shall have the right to fix, alter or change the work week, work day, the number of hours worked, the number of shifts, and the starting and ending time of each. The specific work schedule established for each department may be changed by the City from time to time with five (5) working days notice if possible and reasonable to the affected employee.

SECTION 3: All employees shall have a regularly designated mealtime without pay. Any employee required to work during the regularly designated mealtime shall be allowed sufficient time to eat his meal during the rest of his work shift. Any employee's regularly designated mealtime shall be scheduled by his department head.

SECTION 4: The City agrees that the heads of each department shall grant to departmental employees, insofar as practicable, one (1) fifteen (15) minute paid work break for each four (4) hour work period during a normal eight (8) hour work shift. The exact time for each fifteen (15) minute break shall be fixed at the discretion of each department head.

ARTICLE 10

OVERTIME

SECTION 1: The City agrees that an employee shall be paid at the rate of one and one-half (1-1/2) times his regular rate of pay for hours worked in excess of forty (40) hours during a work week.

SECTION 2: The City will try where practicable to give all employees advance notice of overtime schedules. Except in case of emergency and insofar as practicable, department heads or department supervisors will endeavor to give reasonable notice to any employee required to work overtime.

SECTION 3: Department heads will try where practicable to distribute overtime work as equally as possible among the qualified employees of their respective departments. Department Heads will maintain overtime records of all employees to ensure a fair distribution of overtime in their respective departments. Failure to report for mandatory overtime, when ordered, may result in disciplinary action up to and including dismissal for just cause without a bonafide excuse as determined by the City.

SECTION 4: For the purpose of computing overtime, no paid leave shall be computed as time worked.

SECTION 5: Double time shall be paid only in the following instances:

(1) work performed by a unit employee on a designated holiday when the employee is not normally scheduled to work the holiday;

(2) work performed by a unit employee on a Sunday when the employee is not normally scheduled to work the Sunday;

(3) for all work performed by a unit employee for all hours in excess of sixteen (16) continuous hours in a given twenty-four-(24) hour period.

SECTION 6: The City agrees that an employee who is called to work during time when he normally would be off shall be paid at the employees' appropriate rate of pay for all hours worked on said call back, but in no event shall the employee be paid less than three (3) hours at his or her overtime rate. Work time shall be computed to begin when the employee arrives at the work site and to end when the employee is released by his supervisor. Employee may elect to leave when specified call back work is complete in lieu of completing 3 hours minimum. If the employee has to be recalled again within the original three hour minimum window, the employee will not be entitled to an additional three hours minimum of OT unless actual work time is three or more hours. The City shall grant one (1) fifteen (15) minute paid work break for each completed four (4) hour work period.

SECTION 7: Notwithstanding Article 10, Section 1, the City agrees that an employee who is called to work during time when he normally would be off shall be paid at the employees' appropriate rate of pay for all hours worked on said call back, but in no event shall the employee be paid less than three (3) hours at his or her overtime rate. Work during the time that an employee is normally off that is scheduled overtime shall not be paid at the overtime rate unless the total time actually worked in the pay week exceeds forty (40) hours .

ARTICLE 11

TEMPORARY UPGRADING

SECTION 1: This SECTION applies to an employee who is assigned by the Department Head or the City Manager (or their designee) to temporarily assume the duties and responsibilities of another employee in a higher classification and who actually does assume these duties and responsibilities. Said employee will, after working more than one (full) normally scheduled work week per occurrence in a higher classification, begin receiving a five percent (5%) increase in his or her base rate of pay. Temporary upgrade pay will not be retroactive for the first work week.

SECTION 2: In the event that: (1) an employee is assigned by the Department Head or the City Manager to work in a vacant position (defined as a position for which there is no incumbent) of a higher classification in an acting capacity; (2) an employee is required by the City Manager to perform a special assignment outside of the scope of a regularly classified position, the City Manager may, in his sole and exclusive discretion, grant up to a fifteen percent (15%) increase in an employee's base rate of pay for the time spent in such assignments.

SECTION 3: This SECTION applies to an employee who is temporarily upgraded pursuant to SECTION 1, above, for fifteen (15) consecutive working days or more per occurrence. If said employee is working in a classification that is ten percent (10%) or more above his regular job classification, he shall receive an additional five percent (5%) increase in his base rate of pay for all time worked after the 15th day, and further, shall be eligible for an additional five percent (5%) to be granted in the sole and exclusive discretion of the City Manager. Where the higher classification is less than ten percent (10%) above the employee's regular job classification, the employee will receive a five percent (5%) increase in his base rate of pay, (i.e., pursuant to SECTION 1, above) but will be

eligible for up to an additional ten percent (10%) increase after working in said higher classification for more than fifteen (15) consecutive working days per occurrence. The decision as to whether or not to grant any such increases will be made by the City Manager, in his sole and exclusive discretion.

SECTION 4: Any decision by the City Manager made pursuant to SECTION 2 and/or 3, above, which are stated to be discretionary in nature, shall not be subject to the contractual grievance/arbitration procedure.

ARTICLE 12

UNIFORMS

SECTION 1: The City agrees to provide uniforms as set forth in TABLE A of this Article for those employees who are required to wear uniforms.

TABLE A

DEPARTMENT	DIVISION	CLASSIFICATION	SHIRTS	PANTS	SHOES	CAPS	BELT	CLEANING
Development Services	Building Inspections	Customer Service Representative	5					
Development Services	Building Inspections	Chief Building Inspector	5	5	$130			
Development Services	Building Inspections	Building Plans Examiner	5	5	$130			
Development Services	Building Inspections	Building Field Inspector	5	5	$130			
Development Services	Building Inspections	Secretary II	5	5				
Parks & Recreation	Golf Operations	Golf Starter	2					
Parks & Recreation	Preschool	Preschool Teacher	2					
Parks & Recreation	Activities	Recreation Leader	5					
Parks & Recreation	Aquatics	Recreation Leader	2					
Development Services	Zoning	Customer Service Representative	3					
Finance	Customer Service	Customer Service Representative	3					
Parks & Recreation	Aquatics	Lifeguard	7	3				
Parks & Recreation	Aquatics	Lifeguard Lieutenant	7	3				
Parks & Recreation	Activities	Service Worker I	11	11		x		x
Finance	Graphics	Messenger	5	5	1			
Parks & Recreation	Activities	Service Worker II	11	11		x		x
Parks & Recreation	Activities	Service Worker III	11	11		x		x
Parks & Recreation	Activities	Pest Control Worker	11	11		x		x
Parks & Recreation	Activities	Maintenance Foreman	11	11		x		x
Parks & Recreation	Activities	General Trades Mechanic	11	11		x		x
Parks & Recreation	Golf Operations	Golf Cart Attendant	11	11		x		x
Parks & Recreation	Golf Operations	Golf Cart Mechanic	11	11		x		x
Utilities	Engineering	Drafting Technician	3	2	1			
Finance	Central Services	Material Handling Specialist	5	5	1			
Finance	Central Services	Chief Material Handling Specialist	5	5	1			
Finance	Graphics	Printing Technician	5	5	1			
Utilities	Engineering	Engineering Inspector	3	2	1			
Utilities	Engineering	Engineering Field Inspector	3	2	1			
Development Services	Zoning	Business Tax Receipt Inspector	5	5	1	1		
Development Services	Zoning	Planner	5	5				
Development Services	Zoning	Zoning Technician	5	5				
Development Services	Zoning	Secretary II	5	5				
Development Services	Zoning	Plans Coordinator	5	5				

Development Services	Zoning	License Inspector	5	5		1		
Development Services	Zoning	Business Tax Receipt Technician	5	5	1	1		
Public Works	Animal Control	Public Works Inspector	6	6	2			
Public Works	Air Park	Service Worker II	6	7	$130			
Public Works	Air Park	Service Worker III	6	7	$130			
Public Works	Air Park	Maintenance Foreman	6	7	$130			
Utilities	Water Treatment	Service Worker II	5	5	x	x		
Utilities	Water Treatment	Service Worker IV	5	5	x	x		
Utilities	Water Treatment	Utilities Plant Trainee	5	5	x	x		
Utilities	Water Treatment	Utilities Plant Operator I	5	5	x	x		
Utilities	Water Treatment	Utilities Plant Operator II	5	5	x	x		
Utilities	Water Treatment	Field Sampling Specialist	5	5	x	x		
Utilities	Water Treatment	Water Plant Mechanic	5	5	x	x		
Utilities	Water Treatment	Laboratory Technician	5	5	x	x		
Utilities	Effluent Plant	Utilities Plant Trainee	5	5	x	x		
Utilities	Effluent Plant	Utilities Plant Operator I	5	5	x	x		
Public Works	Fleet Services	Mechanic I	11	11	1			x
Public Works	Fleet Services	Mechanic II	11	11	1			x
Public Works	Fleet Services	Mechanic III	11	11	1			x
Public Works	Fleet Services	Garage Foreman	11	11	1			x
Public Works	Fleet Services	Office Asst. I	5					
Finance	Customer Service	Field Service Representative	7	7	2			x
Finance	Customer Service	Customer Service Representative	5	5				
Finance	Customer Service	Customer Service Foreman	7	7	2			x
Finance	Customer Service	Water Meter Reader	7	7	2			x
Public Works	Building Maintenance	Electrician	6	6	x	x		x
Public Works	Building Maintenance	Carpenter	6	6	x	x		x
Public Works	Building Maintenance	Painter	6	6	x	x		x
Public Works	Building Maintenance	Plumber	6	6	x	x		x
Public Works	Building Maintenance	Senior Electrician	6	6	x	x		x
Public Works	Building Maintenance	Welder	6	6	x	x		x
Public Works	Building Maintenance	General Trades Mechanic	6	6	x	x		x
Public Works	Building Maintenance	Office Asst. II	5					
Fire	Emergency Med. Svc.	Material Handling Specialist	3	3	x	x		
Fire	Emergency Med. Svc.	Office Assistant II (Logistics)			$130			
Public Works	Streets	Traffic Sign Technician	11	11	$130	x		x
Public Works	Streets	Chief Traffic Sign Mechanic	11	11	$130	x		x
Public Works	Streets	Service Worker I	11	11	$130	x		x
Public Works	Streets	Service Worker II	11	11	$130	x		x
Public Works	Streets	Service Worker III	11	11	$130	x		x
Public Works	Streets	Service Worker IV	11	11	$130	x		x
Public Works	Streets	Heavy Equipment Operator	11	11	$130	x		x
Public Works	Streets	Heavy Equipment Operator/Mechanic	11	11	$130	x		x
Public Works	Streets	Maintenance Foreman	11	11	$130	x		x
Public Works	Streets	Office Asst. I and II	5					
Public Works	Grounds	Service Worker I	11	11	$130	x		x
Public Works	Grounds	Service Worker II	11	11	$130	x		x
Public Works	Grounds	Service Worker III	11	11	$130	x		x
Public Works	Grounds	Service Worker IV	11	11	$130	x		x
Public Works	Grounds	Pest Control Worker	11	11	$130	x		x
Public Works	Grounds	Office Asst. I and II	5					

Public Works	Sand and Spurs	Sand and Spurs Attendant	11	11	$130	x		x
Public Works	Grounds	Nursery Technician	11	11	$130	x		x
Public Works	Grounds	Irrigation Technician	11	11	$130	x		x
Public Works	Grounds	Maintenance Foreman	11	11	$130	x		x
Public Works	Grounds	Irrigation Foreman	11	11	$130	x		x
Public Works	Grounds	General Trades Mechanic	11	11	$130	x		x
Utilities	Water Distribution	Service Worker I	11	11	2	x	x	x
Utilities	Water Distribution	Service Worker II	11	11	2	x	x	x
Utilities	Water Distribution	Service Worker III	11	11	2	x	x	x
Utilities	Water Distribution	Service Worker IV	11	11	2	x	x	x
Utilities	Water Distribution	Heavy Equipment Operator	11	11	2	x	x	x
Utilities	Water Distribution	Backflow Technician	11	11	2	x	x	x
Utilities	Water Distribution	Utility Maintenance Foreman	11	11	2	x	x	x
Utilities	Water Distribution	Meter Technician	11	11	2	x	x	x
Utilities	Sewer Transmission	Service Worker I	11	11	2	x	x	x
Utilities	Sewer Transmission	Service Worker II	11	11	2	x	x	x
Utilities	Sewer Transmission	Service Worker III	11	11	2	x	x	x
Utilities	Sewer Transmission	Service Worker IV	11	11	2	x	x	x
Utilities	Sewer Transmission	Heavy Equipment Operator	11	11	2	x	x	x
Utilities	Sewer Transmission	TV Equipment Operator	11	11	2	x	x	x
Utilities	Sewer Transmission	Utility Maintenance Foreman	11	11	2	x	x	x
Utilities	Sewer Transmission	Utilities Mechanic	11	11	2	x	x	x
Utilities	Sewer Pumping	Lift Station Operator I	7	6	x	x	x	x
Utilities	Sewer Pumping	Lift Station Operator II	7	6	x	x	x	x
Utilities	Sewer Pumping	Utilities Mechanic	7	6	x	x	x	x
Utilities	All Divisions	Office Asst I and II	5					

SECTION 2: Employees who are provided uniforms as set forth in TABLE A shall be required to wear uniforms at all times during working hours. Employee uniforms shall be worn in conjunction with City employment only. It is understood that the City will only be obligated to provide uniforms to employees working at City Hall if required for safety purposes.

SECTION 3: Public Works employees whose shoes become damaged or worn to the point that safety benefits are compromised or become otherwise unusable due to circumstances beyond the control of the employee, may request reimbursement above the annual shoe allowance specified above with appropriate receipts, but in no case more than an additional $130. Such additional reimbursement will require an explanation of the exigent circumstances causing the need for additional reimbursement and approval of the Public Works Director.

ARTICLE 13

WAGES - MERIT AND LONGEVITY

SECTION 1: Compensation

A. Effective in the first full pay period starting on or after October 1, 2014, wages shall be increased by two percent (2.0%).

B. Effective in the first full pay period starting on or after October 1, 2015, wages shall be increased by two and one half percent (2.5%).

C. Effective in the first full pay period starting on or after October 1, 2016, wages shall be increased by three percent (3.0%).

SECTION 2: Merit Salary Increases

Merit salary increases are not automatic and an employee's salary may never exceed the maximum salary approved for his/her pay grade. Merit salary increases will be granted to employees whose salary has not reached the maximum of the assigned pay grade and whose anniversary date falls between October 1, 2014 through and including September 30, 2017 as follows:

0% of current base salary for ineffective or marginally effective performance
1% of current base salary for fully effective performance
2% of current base salary for very effective performance
3% of current base salary for outstanding performance

No merit pay increases will be due during any period of time after the expiration date of this agreement on September 30, 2017.

An employee whose job performance is not rated fully effective or above will be re-evaluated every 90 days until their performance is rated "Fully Effective" or above. During these periods the supervisor will counsel the employee on job performance insufficiencies and recommend remedial action. If an employee is rated less than "Fully Effective" after two consecutive 90 day extensions,

the employee may be subject to disciplinary action. If discipline is imposed, such discipline would be grievable pursuant to Article 4.

SECTION 3: Longevity

Any employee whose effective date of employment is before October 1, 1996 shall be entitled to a five percent (5%) longevity increase upon completion of fourteen (14) and nineteen (19) years of continuous service with the City.

SECTION 4: An employee who is granted a leave of absence without pay in accordance with SECTION 34.132(b) of the City's Code of Ordinances, which leave of absence exceeds thirty (30) working days, shall have his or her increase anniversary date for merit and longevity increase purposes extended by the duration of the leave. The new extended date will then become the employee's permanent increase anniversary date.

SECTION 5 : Incentive Pay for Licenses and Certifications

A. Utilities Field Operations (UFO) employees will be paid for licenses above the minimum required for job. One level above $50/month, two licenses above the minimum required for the classification at $100/month.

B. Pay Utilities Field Operations will be paid for multiple licenses at same rate as above which are not required for the position they currently hold.

C. Utilities Treatment Plant Employees will be paid for dual licenses at the prevailing rates which are $50 for a B license and $100 for an A license per pay period respectively.

D. Building Inspectors will be paid for certifications above minimum required for job. $50/month for one level above (i.e. Inspector with Plan Review Certification.; Chief Inspector with Bldg. Official certification. $100/month will be paid for two levels above.

E. Planning

1. Florida Registered Architect or Landscape Architect – *any Development Services Employee -$100/month*
2. AICP – *only for planners and zoning techs -$100/month*
3. Certified Floodplain Manager - *any Development Services Employee $50/month*

4. CPTED Certified - *any P&Z employee -$25/month*

5. LEED Green Associated - *any Development Services Employee -$25/month*

6. LEED Accredited Professional - *any Development Services Employee -$50/month. When achieved this replaces LEED Green. Incentive is not cumulative*

7. Masters in Planning, Public Administration or closely related field – *zoning tech only- $100/month* .

F. Landscaping

The following incentives are available for any grounds employee whose job is connected to grounds or parks maintenance and whose job description does not require the certification.

1. FNGLA's Certified Landscape Technician (FCLT) - $25/month

2. FNGLA's Certified Landscape Maintenance Technician (FCLMT)-$25/month

3. ISA Certified Arborist - $50/month

G. Fleet Maintenance

1. Automotive Service Excellence (ASE) Certifications will be compensated at $25/month each for specialties to be determined by the Public Works Director. Incentives under this category may not cumulatively exceed a maximum of $150/month. Any certification required in the job description will not be eligible for incentive pay.

2. Emergency Vehicle Training (EVT) Certifications will be compensated at $25/month each for specialties to be determined by the Public Works Director. Incentives under this category may not cumulatively exceed a maximum of $100/month. Any certification required in the job description will not be eligible for incentive pay.

H. The provision of any of the above incentives in no way is an abrogation or diminution of any of the Management Rights enumerated in Article 4 of this agreement.

ARTICLE 14

LEAVES

SECTION 1: SICK LEAVE

(a) The City shall grant to all employees who are unit member's sick leave with pay at the rate of one (1) working day for each completed month of service.

(b) The Federation agrees that, unless provided otherwise pursuant to the City's policy adopting the Family Medical Leave Act of 1993 (FMLA), no more than five (5) working days in any calendar year may be taken as sick leave because of illness within the employee's immediate family. For the purposes of this Article, "immediate family" shall be as defined in the Code of Ordinances of the City.

(c) Effective October 1, 1984, employees who have accumulated 840 hours of sick leave or more, shall retain said accrued sick leave for reasons of sickness and for pay-out purposes, 100% upon retirement and/or death. (Paid to employee's estate). Employees who have accrued less than 840 hours of sick leave on October 1, 1984, shall be permitted to accrue an unlimited number of hours for use for legitimate sick leave purposes but shall be limited to accrue a maximum of 1000 hours of accumulation for pay-out purposes upon retirement or death. (Paid to employee's estate).

(d) Effective October 1, 1984, unit members shall be paid a maximum of one-half (1/2) of the employee's accumulated sick leave (not to exceed 50% of 1000 hours), who separate from the City service, with two (2) weeks notice to the City.

(e) Sick leave pay-out as provided for in SECTION (1) (c) and (d) will be computed by multiplying the appropriate number of sick leave hours (i.e., the number of hours at or below the cap after being adjusted by the appropriate pay-out percentage) by the employee's average earning of his

last ten (10) years of employment. For the purpose of computing this average salary, the City will divide the total salary received by the employee during the previous 260 pay periods by 260. In the event that no paycheck was received for one or more pay periods, those pay periods will be disregarded. Thus, if an employee received no paycheck at all during two (2) pay periods, the salary received during the remaining 258 pay periods would be divided by 258.

(f) It is understood and agreed that any employee who is separated from employment with the City (for any cause whatsoever) prior to completing five (5) years of continuous service with the City will forfeit all accrued sick leave and thus will not be compensated for any portion of said leave. This provision shall apply regardless of the circumstances of the separation -- i.e., whether is was voluntary or involuntary is immaterial.

(g) It is agreed that, in cases where a bargaining unit employee requests to utilize time from the Sick Leave Bank as outlined in Administrative Policy Number 121.20, as may be modified, a committee will meet to review the employee's request.

The City will establish a citywide sick leave bank to be administered by employee representatives of the bargaining units and non-bargaining employees. Each group shall have 2 representatives and shall meet as required to consider requests from the sick leave bank. The committee shall submit their recommendations on each request for leave from the sick leave bank to the City Manager whose decision shall be final. The committee shall establish it own guidelines for considering requests, but it is contemplated that the existing requirements for participation and limits on sick time contribution will continue. The City Manager agrees to consider any reasonable change in existing policies recommended by the Committee.

(h) In order to be granted sick leave with pay, an employee must meet the following conditions:

(1) Notification of the employee's absence must be submitted to the employee's immediate supervisor not later than two hours after the commencement of the scheduled work day or shift;

(2) Upon request by the department head the employee shall submit to a medical examination, nursing visit, or inquiry which the City deems advisable; and

(3) Upon request by the department head the employee shall submit a medical certificate signed by a physician stating the nature of the employee's illness or injury, that the employee has been incapacitated for work for the period of absence and is currently able to assume all job functions. The City agrees that it will not request a medical certificate for arbitrary or capricious reasons. However, if the department head suspects the abuse of sick leave because of unusual circumstances or a developing pattern, i.e., Fridays/Mondays, before/after a holiday, employee denied vacation leave and subsequently claims illness, etc. the employee will be required to submit a medical certificate upon request.

(4) Abuse of Sick leave could be indicated as defined below:

A. Use of more than four (4) instances of unverified sick leave in a ninety (90) day period.

B. A pattern of unverified sick leave or use of unverified sick leave in combination with days off, holidays off, or other time off.

C. Denied vacation leave and subsequently claims illness

D. Any combination of A, B or C above.

(5) Critical attendance employee:

A. Any employee who abuses sick leave as defined by (4) A, B, C, or D above. Such employee will be placed on a critical list for six (6) months during which time medical certification will be required for approval of sick leave. After the six (6) month period attendance will be reevaluated.

B. At the time of reevaluation, it will be determined whether unverified sick leave use has ceased and sick leave use has reached acceptable standards.

SECTION 2: BEREAVEMENT LEAVE

Leave with pay not to exceed three (3) working days may be authorized in each case of a death within the employee's immediate family. In the event that a death in the immediate family requires an out-of-town trip for the funeral, the City Manager may authorize up to an additional three (3) days leave which shall be counted against the employee's accrued sick leave credits.

The employee's immediate family, for the purposes of this Article, will be defined as the mother, father, sister, brother, son, daughter, grandparents, wife or husband of the employee or of the employee's spouse.

SECTION 3: MILITARY LEAVE OF ABSENCE

A. The City shall grant military leave of absence with pay to any employee who is called for reserve summer camp training in the United States armed forces for a period of up to seventeen (17) working days. In order to receive such military leave of absence with pay, the employee must comply with the following procedure.

(1) The employee shall request the military leave of absence in writing to his department head at least two (2) weeks in advance of the time that the employee will be away from his job; and

(2) The employee shall attach to his request for military leave of absence a copy of his military orders ordering him to serve. However, if an employee has not received written orders when he requests a military leave of absence at least two (2) weeks in advance of the time that he will be away from his job, he shall transmit to his department head such orders as soon as is practicable after he receives them.

Employees shall not be required to turn in to the City compensation received for military training duty. In addition to any such compensation received, employees shall receive their City salary for a period of duty of up to seventeen (17) working days.

B. The City shall grant military leave of absence with pay to any employee in the Reserve Forces of the United States or in the National Guard of the State of Florida who is called to duty on an immediate basis due to an emergency situation for a period of up to seventeen (17) working days. In order to receive such military leave of absence with pay, the employee must comply with the following procedure:

(1) The employee shall request the military leave of absence in writing to his department head as soon as is practicable; and

(2) The employee shall attach to his request for military leave of absence a copy of his military orders ordering him to serve.

Employees shall not be required to turn in to the City compensation received for such emergency duty. In addition to any such compensation received, employees shall receive their City salary for a period of duty of up to seventeen (17) working days.

SECTION 4: VACATION LEAVE:

(a) All regular permanent employees, who have been continuously employed for a period of one year or longer shall be credited with earned vacation, leave in accordance with the following schedule:

Completed Service	Per Vacation Year
1 - 5 years	10 days
6 - 13 years	15 days
14 years or longer	20 days

(b) The City agrees that employee seniority with the City shall determine which employee prevails in the event there is conflict in scheduling vacation leave. The time when an employee takes his vacation is subject to the approval of the City; however, such approval shall not be withheld unreasonably. The employee shall be notified no later than 72 business hours after submitting a request for vacation of the decision of approval or denial.

(c) Additionally, in departments with ten (10) or more unit employees, during October or November, such employees may submit to their department heads their first and second vacation leave preferences; and by January 1st, the department heads shall post the schedule of vacation leave for the coming calendar year.

SECTION 5: Effective the last full pay period of each September, employees may convert (a maximum of) the unused portion of the first one-half (1/2) of their annual sick leave accrual into annual leave. Conversion will be subject to the following:

(a) The employees must already have a minimum of ninety-six (96) unused sick leave hours in addition to those hours the employee wishes to convert; and

(b) Conversions must be in increments of eight (8) hours and

(c) Sick leave hours converted into vacation hours will be subject to the provisions of Article 14.

ARTICLE 15

ON-THE-JOB INJURY

SECTION 1: When an employee covered by this Agreement sustains an on-the-job injury which is determined to be compensable under the provisions of the Worker's Compensation Act, he or she shall be entitled to full pay less any benefits received under the Worker's Compensation Act for up to the first three (3) calendar months following the injury; provided, however, that in the sole discretion of the City Manager the same time period may be extended up to an additional three (3) calendar months. In addition to the foregoing, an employee's paid leave may be extended for an indefinite period, in the sole discretion of the City Manager, if he determines that such extension is in the best interest of the City and the employee concerned. To be eligible for any extensions, the employee must, if directed by the City Manager, submit an application for disability retirement to the Pension Board and/or submit to a physical examination to determine the approximate length of time necessary to return to duty. The City Manager may, in his sole discretion, at any time during the extension, terminate such extension if he determines that the extension is no longer in the best interest of the City and the employee concerned. In that event, the employee, in the sole and exclusive discretion of the City Manager, may either be placed on unpaid leave status (after the employee is allowed to exhaust all accrued leave) or separated from employment.

In the event a grievance arises relating to the discretionary provisions of the Article, the parties agree that an arbitrator cannot reverse or modify the City's decisions unless he finds that the City acted arbitrarily and capriciously.

SECTION 2: When so directed by the City, any employee out of work due to an on-the-job injury shall present himself/herself for a medical examination. The City will bear the full expense of said examination. The failure of such employee to present himself/herself for an examination as directed will operate to automatically terminate any payments under this Article.

SECTION 3: Whenever an employee out of work due to an on-the-job injury becomes physically able to perform some useful light duty work for the City, he/she may be required to do so as a condition to receiving the benefits specified in SECTION 1 above.

SECTION 4: Indemnity benefits will be reduced by 25% if the employee knowingly violates a safety rule that has been adopted by the City or department or knowingly fails to utilize a safety device required by the City or department and an injury occurs as a result. The City will provide safety equipment and devices required to do the assigned tasks.

ARTICLE 16

HOLIDAYS

SECTION 1: Employees covered by this Agreement shall be entitled to the following holidays:

Veterans Day
Thanksgiving
Day After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve
New Year's Day
M.L.K Birthday
President's Day
Memorial Day
Independence Day
Labor Day

SECTION 2: In addition to the holidays referred to in SECTION 1 above, the City recognizes two (2) additional holidays designated as "personal days." Before an employee shall be permitted to take a personal day, the employee must notify his department head and receive the permission of the department head three (3) days in advance of taking the said personal day, except in the case of unforeseen circumstances or emergencies as determined by the department head whose approval shall not be unreasonably withheld. The parties agree that the personal days must be taken during each contract year and shall not be cumulative, and shall be taken within a scheduled eight (8) hour work day. Unit employees must complete at least six (6) months continuous service with the City,

computed from the most recent date of employment, before being eligible to request this personal day "holiday."

SECTION 3: In order to receive pay for an official legal holiday an employee must earn a full day's pay on his regularly scheduled work days both preceding and immediately after the legal holiday. For purposes of this SECTION an employee on paid vacation, paid sick leave, Worker's Compensation, authorized absence, death in family, jury duty or military leave shall be considered as earning a full day's pay. Employees on excused absence, unexcused absence, suspension, disability leave and leave without pay shall not be considered as earning a full day's pay, and shall not be paid for the legal holiday.

This provision applies only to those employees who are entitled to legal holidays off with pay. Lifeguards and other employees who are required to be on regular duty on legal holidays are not governed by this provision.

ARTICLE 17

SENIORITY, LAYOFF, RECALL

SECTION 1: Bargaining unit seniority is understood to mean an employee's most recent date of continuous employment in a bargaining unit position so long as the employee has been carried for payroll purposes as a permanent employee. Bargaining unit seniority will continue to accrue during all types of City of Pompano approved leave except for leave of absence without pay for more than thirty (30) days, which shall cause this date to be adjusted for an equivalent period of time. Leave of absence without pay for periods of less than thirty (30) days shall not cause the bargaining unit seniority date to be adjusted.

SECTION 2: Unit seniority will be used for the purpose of layoff and recall and for other purposes as provided for in other articles of this Agreement. The Personnel Department shall maintain a recall list based on seniority.

SECTION 3: In the event it is necessary to reduce the work force, all unit layoffs shall be according to seniority. An employee affected by a reduction in force shall have the right to displace a unit employee with less seniority in any equal or lower classification in his or her department, provided the retained employee is technically qualified and physically capable to perform the necessary duties of the position. Employees who are entitled to veterans preference under applicable Florida Statutes as amended will have four (4) months city service credited for each twelve (12) months of military service up to a maximum of four (4) additional years of service of added City service.

ARTICLE 17

SENIORITY, LAYOFF, RECALL

SECTION 1: Bargaining unit seniority is understood to mean an employee's most recent date of continuous employment in a bargaining unit position so long as the employee has been carried for payroll purposes as a permanent employee. Bargaining unit seniority will continue to accrue during all types of City of Pompano approved leave except for leave of absence without pay for more than thirty (30) days, which shall cause this date to be adjusted for an equivalent period of time. Leave of absence without pay for periods of less than thirty (30) days shall not cause the bargaining unit seniority date to be adjusted.

SECTION 2: Unit seniority will be used for the purpose of layoff and recall and for other purposes as provided for in other articles of this Agreement. The Personnel Department shall maintain a recall list based on seniority.

SECTION 3: In the event it is necessary to reduce the work force, all unit layoffs shall be according to seniority. An employee affected by a reduction in force shall have the right to displace a unit employee with less seniority in any equal or lower classification in his or her department, provided the retained employee is technically qualified and physically capable to perform the necessary duties of the position. Employees who are entitled to veterans preference under applicable Florida Statutes as amended will have four (4) months city service credited for each twelve (12) months of military service up to a maximum of four (4) additional years of service of added City service.

SECTION 4: Any employee who accepts a lower paid position shall retain the comparable merit and/or longevity step previously attained in the old position.

SECTION 5: All employees shall receive at least a three (3) weeks notice of layoff, or, in lieu of notice, three (3) weeks pay at his or her regular rate of pay. The Federation shall be furnished copies of all layoffs at the same time as the laid off employee receives notice.

SECTION 6: Employees who have been laid off will have recall rights not to exceed twelve (12) months. When a vacancy occurs within the unit, the Personnel Division will send a certified letter of notice to the employee at the last address he/she filed with the Personnel Department with a courtesy copy to the Federation. Further, the City agrees not to hire new employees while laid off employees qualified to perform the job remain on the recall list. If the employee refuses to return to work in the classification for which he/she is recalled or if no response within ten (10) working days after the notice is sent, such employee's recall rights under this Agreement are lost. Such employee would still be eligible for City of Pompano Beach employment but not on a preferential basis.

SECTION 7: A vacancy is deemed to exist when the City of Pompano is seeking to fill a full-time budgeted position.

SECTION 8: Any employee wishing to leave the City service in good standing shall file with his/her department head, at least two weeks before leaving, a written resignation stating the date the resignation shall become effective and the reason for leaving. Failure to comply with this procedure may be considered cause for denying the employee future employment by the City. Unauthorized absence from work for a period of three working days may be considered by the department head a resignation. Department heads shall forward all notices to the Human Resources Director immediately upon receipt.

SECTION 9: Departmental seniority shall be considered (but shall not be determinative) in assigning shifts and days off. The parties agree that the final decision with regard to assigning days off and shifts will lie within the discretion of the City; however, the City's decision in this regard will be neither arbitrary nor capricious.

SECTION 10: In the event a bargaining unit employee is assigned to their job division/classification, and is transferred at the City's request, said employee shall retain his/her seniority within ninety (90) days if said employee is transferred back to their original division/classification.

ARTICLE 18

VOTING

The City agrees to permit unit employees reasonable time off to vote, not to exceed one (1) hour during City only elections if resident of the City of Pompano Beach provided the employee requesting the time off is a registered voter and the election is being held in the employee's district. Compensation for the voting time must not exceed one (1) hour and shall be computed at the employee's straight time rate of pay.

ARTICLE 19

PERSONNEL RULES AND ORDINANCES

SECTION 1: The parties agree that the City, whenever it deems it necessary, may make amendments, additions or deletions to its Personnel Rules and Ordinances. The City shall provide the Union a copy of each City Commission agenda at the City Manager's Office each Friday before the Tuesday Commission meetings for their review of agenda items. Back up material for each item of interest will also be provided at the Union's request. Union representatives will be granted time during the course of the normal working hours to go to City to pick up an agenda. Should the Union express its written opposition or modification to said amendment, addition or deletion, the City Manager agrees to meet with the Union to permit input into the proposed ordinance before submission to the Commission for a final vote.

SECTION 2: The City shall provide the Federation a copy of all bargaining unit job descriptions upon request.

ARTICLE 20

MISCELLANEOUS

SECTION 1: If the City decides to subcontract unit work, the City agrees to advise the Federation and each affected employee of its decision at least thirty (30) calendar days before the effective date of the subcontracting. It is further agreed that the parties shall impact bargain over the effect that the City's decision to subcontract will have on unit employees. If the parties are unable to reach agreement after negotiations then the affected employees shall be given all rights as described in Article 20 of this Agreement.

SECTION 2: The length of an employee's probationary period shall be one (1) year unless extended as provided for in Article 24. Union membership is permitted during the employee's probationary period and the terms of this Agreement shall apply to those probationary employees except for discipline and discharge.

SECTION 3: During the term of this Agreement, the City may employ permanent part-time employees in any unit position. However, the parties agree that this provision shall not preclude the City from employing temporary, intermittent, or seasonal employees on a temporary basis in a unit position which employee shall be excluded from all provisions of this Agreement.

ARTICLE 21

TUITION REFUND

The City agrees to provide a "Tuition Refund Program" as set forth in the City Code of Ordinances and as may be amended by the City Commission.

ARTICLE 22

GROUP INSURANCE

SECTION 1: The City agrees to provide City-sponsored major medical group insurance coverage during the term of this Agreement with the amount of the deductible at two hundred and fifty ($250) dollars.

SECTION 2: The City will pay 100% of the full single coverage premium for employees covered by the City's group hospitalization plan, including any increases in said premium.

SECTION 3: The City will pay 50% of the premium for dependent coverage for employees covered by the City's group hospitalization plan who elect said dependent coverage~~,~~ including 50% of the cost of any increases in said premium.

SECTION 4: The City agrees to maintain an Employee Health Insurance Advisory Committee. Duties of this committee shall be to conduct reviews of the operation and soundness of the adopted health insurance plan when requested to do so by the City Manager or the City Commission, to make appropriate recommendations and to perform such other functions as may be assigned from time to time by the City Manager or City Commission. Membership of the Employee Health Insurance Advisory Committee shall consist of the Risk Manager, one representative from each of the two bargaining units, one representative from the non-bargaining employees and one citizen of Pompano Beach appointed by the City Commission. Terms of members other than the Risk Manager shall be one year.

SECTION 5: Whenever the City determines that it is necessary to change insurance companies and to change the type or level of benefits, the City will give as much advance notice as is practicable to the Union and the insurance committee.

SECTION 6: The City and Union may unilaterally reopen this Article for negotiations in the event that it reasonably expects that the cost of maintaining the existing coverage will increase more than ten (10%) over the following year.

ARTICLE 23

SEVERABILITY CLAUSE

Should any provision of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and SECTIONS of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).

ARTICLE 24

PROBATIONARY PERIOD

SECTION 1: The standard probationary period for all new employees will be twelve (12) months from the date that the employee begins working as a paid full-time employee of the City. Upon the expiration of this time period the City Manager, or a designee, shall either: (1) approve, in writing, retention of the employee, at which time the employee shall be granted regular status; or (2) in the event the City Manager shall fail to approve retention of the employee, the employee shall automatically be separated from employment with the City, said separation being absolutely final, with no rights of appeal to any authority, including the grievance/arbitration procedure contained herein.

SECTION 2: The probationary period for all full time employees shall be for one (1) year from the date of hire, unless extended at the request of the Department Director with approval by the City Manager. Such request for extension of an employee's probationary period shall not be arbitrary or capricious, and shall require a detailed explanation of the reason(s) for the request. It shall be further understood that the extension of the probationary period shall not exceed ninety (90) days.

Notwithstanding the above, probationary employees on approved leaves with or without pay in excess of thirty calendar days during their probationary period shall have their probationary period extended by the same length of time as the entire leave of absence.

SECTION 3: During an employee's initial or extended probationary period he serves at the will and pleasure of the City. Accordingly, no probationary employee may grieve, or otherwise challenge, any decision involving discipline or discharge. Probationary employees may otherwise utilize the grievance/arbitration procedure.

SECTION 4: In the event any employee receives a promotion from a lower to a higher position, that employee shall serve a probationary period of twelve (12) months from the date of promotion. Upon the expiration of this time period, the City Manager or his designee, can approve retention of the employee in the position to which he was promoted. In the event the City Manager fails to approve retention of the employee in the position to which he was promoted, the employee shall automatically revert to the former lower (or similar vacant) position, without loss of rights or benefits. Such reversion shall be final with no rights of appeal to any authority including the grievance/arbitration procedure.

ARTICLE 25

DRUG AND ALCOHOL TESTING

SECTION 1: The City and the Union recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare and safety of employees, and the general public at large.

SECTION 2: Using, possessing, soliciting, buying, selling or being under the influence of alcohol, drugs or controlled substances while at work is prohibited. Employees are further prohibited from consuming drugs or controlled substance on or off duty, from consuming alcohol on duty, and/or from using or abusing alcohol off duty to the extent that such use and/or abuse tends to have an effect upon the performance of their job functions.

SECTION 3: The City may require any employee to submit to a blood analysis, urine analysis, intoxalyzer, hair analysis or other testing method when it has a reasonable suspicion that an employee is in violation of the provisions of SECTION 2, above. Reasonable suspicion includes, but is not limited to, the following:

1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;
2. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;
3. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;

4. Evidence that an individual has tampered with a test administered under this Article during his employment with the City;

5. Information that an employee has caused, or contributed to, an accident while at work; or

6. Evidence that an employee has, during his employment, violated the provisions of SECTION 2, above.

Whenever a supervisor determines that there is reasonable suspicion to require an employee to submit to drug and/or alcohol testing under this Article the supervisor will obtain a concurring opinion from another supervisor prior to requiring the employee to submit to the drug and/or alcohol test.

SECTION 4: The City may (in addition to reasonable suspicion testing pursuant to SECTION 3) require: (1) employees who physically work in the Water Plant; (2) Lifeguards; (3) employees required to possess a commercial drivers license and/or who are covered by Federal regulations requiring drug/alcohol testing to submit to a blood analysis, urine analysis, intoxalyzer, hair analysis or other testing method on a random basis. Up to twenty-five percent (25%) (or a higher number if required by Federal law or regulations) of said employees may be required to submit to random testing each fiscal year.

SECTION 5: The type and method of testing under this Article will be determined by the City, in its sole and exclusive discretion. However, the City agrees to use a split sample method for testing. Currently, the City will utilize the EMIT screening test with the GC/MS confirmatory test. However, in the event the tests change due to improved technology the City agrees that it will utilize a screening as well as a confirmatory test.

SECTION 6: The standards to be used for employee drug testing are as follows:

DRUG TESTING STANDARDS

Drug/Metabolite Test	Screening Test	Confirmation
Amphetamines	1,000 ng/m	500 g/ml
Barbiturates	300 ng/ml	150 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Marijuana	100 ng/m	15 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	2000ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
MDMA, MDEA & MDA (Ecstasy)	500 ng/ml	250/ml

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%, or such other level if so specified by state and/or federal regulations.

SECTION 8: Employees who have a confirmed positive drug or positive alcohol test as a result of reasonable suspicion or random testing, as that term has been defined in this Article, may be disciplined, up to and including discharge. The employer may, if the circumstances so warrant, offer rehabilitation. Therefore, attendance at an accredited drug/alcohol rehabilitation program (including any after-care program) will be at the employee's expense.

SECTION 9: The parties agree that an employee's refusal to submit to testing in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal.

SECTION 10. Whenever bargaining unit employees are requested to undergo random testing for drugs or alcohol, the City shall allow a Federation representative to observe the testing provided that this shall in no way delay the testing procedure and the observation shall not interfere with the testing process. Notification of the Federation's representative of the time, date and location of the testing shall NOT be a responsibility of the City.

ARTICLE 26

PROMOTIONS

The Federation and the City agree that the City has the exclusive right to select, hire, promote and evaluate employee qualifications as well as all other rights set forth in Article 4. Although the City is not willing to subordinate any of its rights, the City and the Federation agree that the promotion of bargaining unit employees may be subject to review and approval above the Department level. Seniority shall be considered as one of many factors considered in promotional decisions which shall not be subject to arbitration. The City and the Federation mutually agree that bargaining unit employees who apply for promotion to other positions in the bargaining unit and who are not selected, may appeal the selection of another employee for the promotion. Such appeal may be made directly to the City Manager under the provisions as set forth in Article 3. The decision of the City Manager on such appeals shall be final and the Federation and the City expressly and specifically agree the decision of the City Manager shall not be the subject of arbitration.

ARTICLE 27

DEFERRED RETIREMENT OPTION PLAN (DROP)

1. The deferred retirement option plan (DROP)–as defined in City Ordinance 34.026 and previously authorized by the City Commission will remain in effect for the term of this agreement.

ARTICLE 28

PENSION

SECTION 1: Effective October 1, 2005 the amount of the normal retirement benefit shall be increased from 2.5% to 2.75% of average monthly earnings for each year of continuous service provided that no annual benefit provided for in this retirement plan for an individual member shall exceed the lessor of $130,000, starting at age 62 plus cost of living adjustments, and the like, or 100% of the member's average compensation for his three highest years. (IRC Sec. 415)

SECTION 2: Effective the first full pay period in October 2006, employee contributions shall be increased from seven percent (7%) to eight and one-half percent (8.5%) and effective the first full pay period in October 2007, employee contributions shall be increased from eight and one-half percent (8.5%) to ten percent (10%).

SECTION 3: Effective upon ratification by the parties the following changes will be implemented for all employees hired after the date of ratification:

a. The amount of the normal retirement benefit shall be 2.0% of average monthly earnings for each year of continuous service provided that no annual benefit provided for in this retirement plan for an individual member shall exceed the lessor of $130,000, starting at age 62 plus cost of living adjustments, and the like, or 100% of the member's average base compensation for the 5 years immediately prior to retirement.

b. Employee contributions shall be 7% of base earnings.

c. If the employee is eligible for a COLA , a graduated COLA will be given based on the age of the retiree as follows:

Under age 55- 0% COLA

Age 55-64 - 1% COLA after 5 years from commencement of retirement benefits.

Age 65+ - 2% COLA after 5 years from commencement of retirement benefits.

SECTION 4: Upon ratification of this agreement the vesting period for normal retirement benefits will be changed from ten (10) years to seven (7) years.

ARTICLE 29

VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

A. The City and the Union agree to create and maintain a VEBA Trust Fund to offset allowable retiree health expenses of all regular full time general employees as allowed under IRS regulations [IRC Section 501 (c) (9)] and approved by the designated VEBA Board of Trustees. The composition of the VEBA Board of Trustees shall be established by mutual agreement of the City and the Union. The City and the Union agree that the City will have no liability or responsibility for any of the expenses or benefits of the fund. The Union will hold the City harmless in all matters regarding the VEBA Trust Fund.

B. The City agrees to allocate on an ongoing basis, a percentage of the base bi-weekly salary to the VEBA Trust Fund beginning on the following schedule.

1. 1.5% on the first full pay period following establishment and approval of the VEBA Trust Fund by the IRS.

2. An additional 0.75% effective the first full pay period on or after October 1, 2015

C. The VEBA Trust Fund shall provide benefits to all regular full time general employees from individual employee accounts regardless of bargaining unit status or membership in accordance with rules adopted thereafter by the Board of Trustees and which are in compliance with IRS regulations.

D. The City's contribution to the VEBA Trust Fund shall be made within ten days after each payday once the Fund has been established and approved by the Internal Revenue Service.

E. Covered employees may also direct payouts of any portion of sick and vacation leaves at termination, DROP entry or retirement into the VEBA Trust Fund.

TERM OF AGREEMENT

SECTION 1: Except as provided in Article 13, SECTION 1(a), this Agreement will become effective on October 1, 2014 and shall remain in full force and effect through and including September 30,2017.

SECTION 2: On or before May 1, 2017 the Union shall notify the City, in writing, of its intention to negotiate a new Agreement, and the Union shall attach to said notice a list of proposals which shall inform the City of the items it desires to negotiate.

FEDERATION OF PUBLIC EMPLOYEES

_____
Divisional President

_____

_____

_____

_____
Negotiating Committee for
Federation of Public Employees

CITY OF POMPANO BEACH, FLORIDA

_____
Mayor

_____
City Manager

_____
Human Resources Director

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Meeting Date: 1/13/15 Agenda Item 29

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation

SHORT TITLE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, RESCINDING ORDINANCE NO. 2014-61; AMENDING CHAPTER 34 "CITY POLICY," BY AMENDING SECTION 34.045, "DEFINITIONS," TO MODIFY THE DEFINITION OF AVERAGE MONTHLY EARNINGS AND SURVIVING SPOUSE FOR THE POLICE AND FIREFIGHTERS' RETIREMENT SYSTEM; BY AMENDING SECTION 34.053, "NORMAL RETIREMENT DATE," AND SECTION 34.055, "NORMAL RETIREMENT BENEFIT," TO MODIFY PENSION RETIREMENT REQUIREMENTS FOR FIREFIGHTERS; BY AMENDING SECTION 34.057, "DISABILITY," TO MODIFY THE CALCULATIONS OF DISABILITY BENEFITS FOR FIREFIGHTERS; BY AMENDING SECTION 34.0603, "DEFERRED RETIREMENT OPTION PLAN," ("DROP") TO AMEND THE PROVISION RELATING TO PROMOTIONS OF FIREFIGHTERS WHO HAVE ENTERED THE DROP AND TO PROVIDE FOR FIREFIGHTER PARTICIPATION IN THE DROP LOAN PROGRAM; AND BY AMENDING SECTION 34.061, "CONTRIBUTIONS," TO MODIFY REQUIRED MEMBER CONTRIBUTION TO THE FIREFIGHTER RETIREMENT SYSTEM - ALL TO COMPLY WITH THE PROVISIONS CONTAINED IN ARTICLES 35 AND 38 OF THE ADOPTED LABOR AGREEMENTS BETWEEN THE POMPANO BEACH PROFESSIONAL FIRE FIGHTERS, LOCAL 1549 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AND THE CITY OF POMPANO BEACH, FOR THE PERIOD BEGINNING OCTOBER 1, 2010 AND ENDING SEPTEMBER 30, 2013, AND OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

This ordinance corrects an ordinance which was previously passed in September 2014. The pension board attorney and City Attorney's office collaborated on the development of the ordinance to amend the plan to reflect the changes negotiated in the collective bargaining agreement with the IAFF. Unfortunately the version which was approved in September was not the final iteration. It implements the new tier of benefits which were included in the IAFF CBA (October 1, 2010 through September 30, 2013). There are no conceptual changes just legal language structure.

(1) Origin of request for this action: Human Resources
(2) Primary staff contact:: Michael Smith 954-786-5549
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding: Actuarial Savings from $10,000 to $182,000 over next ten years. Other items have no actuarial impact.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENT HEAD SIGNATURE
Budget	11.25.2014	Approve	
Human Resources	11.24.2014	Approve	
Finance	11.25.2014	Approve	
City Attorney	11.25.2014	Reviewed for form & correctness	

___ Advisory Board
___ Planning Director
___ Public Works Director
X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance		Resolution		Consideration	
Workshop					
1st Reading	12/9/14	1st Reading		Results:	Results:
APPROVED					
2nd Reading	1/13/15				

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Human Resources

DATE: November 25, 2014

TO: Dennis Beach, City Manager

FROM: Mike Smith, Human Resources Director

SUBJECT: Pension Modification for Firefighters – Dec. 9, 2014 and Jan. 13, 2014

The pension board attorney and City Attorney's office collaborated on the development of the ordinance to amend the plan to reflect the changes negotiated in the collective bargaining agreement with the IAFF. Unfortunately the version which was approved in September was not the actual final iteration. While the concepts are the same and there is nothing new in the new ordinance below, except an additional option for Firefighters to repay DROP loans via payroll deduction, there are legal language structure variations which need to be corrected. The City Attorney's office therefore wants to rescind the September ordinance and adopt the correct final version. The union and pension board attorney are also in agreement with this approach.

This item will rescind the September Ordinance and amend the Police and Firefighters Pension Plan to incorporate the changes negotiated in the collective bargaining agreement with the IAFF and ratified in May 2014 for the term October 1, 2010 through September 30, 2013. The changes include the following:

- Change the age for normal retirement from 47 to 50 **.
- Provide for calculating benefits on the average of five years (formerly 3 years) **
- Clarify language on disability benefit for members who are disabled due to a service connected injury after entering DROP.
- Provide survivor benefits to same sex spouses who are legally married in any state.
- Provide for a loan program from member DROP accounts and repayment rules.
- Incorporates existing language on member contributions that were previously in the DROP rules.

**Change applies only to new hires after May 27, 2014

City Attorney's Communication #2015-212

November 17, 2014

TO: Michael Smith, Human Resources Director

FROM: Tracy A. Lyons, Assistant City Attorney

RE: Ordinance / Labor Agreement – October 1, 2010 to September 30, 2013 and October 1, 2013 to September 30, 2016

Attached please find the following form of Ordinance, relative to the above-referenced matter:

> **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, RESCINDING ORDINANCE NO. 2014-61; AMENDING CHAPTER 34 "CITY POLICY," BY AMENDING SECTION 34.045, "DEFINITIONS," TO MODIFY THE DEFINITION OF AVERAGE MONTHLY EARNINGS AND SURVIVING SPOUSE FOR THE POLICE AND FIREFIGHTERS' RETIREMENT SYSTEM; BY AMENDING SECTION 34.053, "NORMAL RETIREMENT DATE," AND SECTION 34.055, "NORMAL RETIREMENT BENEFIT," TO MODIFY PENSION RETIREMENT REQUIREMENTS FOR FIREFIGHTERS; BY AMENDING SECTION 34.057, "DISABILITY," TO MODIFY THE CALCULATIONS OF DISABILITY BENEFITS FOR FIREFIGHTERS; BY AMENDING SECTION 34.0603, "DEFERRED RETIREMENT OPTION PLAN," ("DROP") TO AMEND THE PROVISION RELATING TO PROMOTIONS OF FIREFIGHTERS WHO HAVE ENTERED THE DROP AND TO PROVIDE FOR FIREFIGHTER PARTICIPATION IN THE DROP LOAN PROGRAM; AND BY AMENDING SECTION 34.061, "CONTRIBUTIONS," TO MODIFY REQUIRED MEMBER CONTRIBUTION TO THE FIREFIGHTER RETIREMENT SYSTEM - ALL TO COMPLY WITH THE PROVISIONS CONTAINED IN ARTICLES 35 AND 38 OF THE ADOPTED LABOR AGREEMENTS BETWEEN THE POMPANO BEACH PROFESSIONAL FIRE FIGHTERS, LOCAL 1549 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AND THE CITY OF POMPANO BEACH, FOR THE PERIOD BEGINNING OCTOBER 1, 2010 AND ENDING SEPTEMBER 30, 2013, AND OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please do not hesitate to contact me if I may be of further assistance.

Tracy A. Lyons

TRACY A. LYONS

/jrm
l:cor/persnl/2015-212

Attachment

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, RESCINDING ORDINANCE NO. 2014-61; AMENDING CHAPTER 34 "CITY POLICY," BY AMENDING SECTION 34.045, "DEFINITIONS," TO MODIFY THE DEFINITION OF AVERAGE MONTHLY EARNINGS AND SURVIVING SPOUSE FOR THE POLICE AND FIREFIGHTERS' RETIREMENT SYSTEM; BY AMENDING SECTION 34.053, "NORMAL RETIREMENT DATE," AND SECTION 34.055, "NORMAL RETIREMENT BENEFIT," TO MODIFY PENSION RETIREMENT REQUIREMENTS FOR FIREFIGHTERS; BY AMENDING SECTION 34.057, "DISABILITY," TO MODIFY THE CALCULATIONS OF DISABILITY BENEFITS FOR FIREFIGHTERS; BY AMENDING SECTION 34.0603, "DEFERRED RETIREMENT OPTION PLAN," ("DROP") TO AMEND THE PROVISION RELATING TO PROMOTIONS OF FIREFIGHTERS WHO HAVE ENTERED THE DROP AND TO PROVIDE FOR FIREFIGHTER PARTICIPATION IN THE DROP LOAN PROGRAM; AND BY AMENDING SECTION 34.061, "CONTRIBUTIONS," TO MODIFY REQUIRED MEMBER CONTRIBUTION TO THE FIREFIGHTER RETIREMENT SYSTEM - ALL TO COMPLY WITH THE PROVISIONS CONTAINED IN ARTICLES 35 AND 38 OF THE ADOPTED LABOR AGREEMENTS BETWEEN THE POMPANO BEACH PROFESSIONAL FIRE FIGHTERS, LOCAL 1549 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AND THE CITY OF POMPANO BEACH, FOR THE PERIOD BEGINNING OCTOBER 1, 2010 AND ENDING SEPTEMBER 30, 2013, AND OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Ordinance No. 2014-61, a copy attached hereto, is hereby rescinded in its entirety.

SECTION 2. That the Agreements between the Pompano Beach Professional Fire Fighters, Local 1549 of the International Association of Fire Fighters and the City of Pompano Beach for the period of October 1, 2010 to September 30, 2013, and October 1, 2013 to September 30, 2016, were ratified and approved by the City Commission on May 27, 2014.

SECTION 3. That Section 34.045, "Definitions," of Chapter 34, "City Policy," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 34.045 DEFINITIONS.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

. . .

AVERAGE MONTHLY EARNINGS. One-twelfth of the arithmetic average of annual earnings for the highest three years preceding the actual retirement or termination date of a member. For all firefighter members hired after May 27, 2014, the Average Monthly Earnings shall be based on the highest five years preceding the actual retirement or termination date of a member.

. . .

SURVIVING SPOUSE. A lawfully-wedded spouse, including a same-sex spouse lawfully recognized in the state in which the marriage took place, of the member at the time of the member's death.

. . .

SECTION 4. That Section 34.053, "Normal Retirement Date," of Chapter 34, "City Policy," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 34.053 NORMAL RETIREMENT DATE.

(A) A member may elect to retire on or after the day of attainment of age 47, age 50 for firefighters hired after May 27, 2014, and the completion of 20 years of continuous service or attainment of age 55 and the completion of ten years of continuous service. However, employees who are eligible to, and become, members as of the effective date of this system shall be eligible to retire on the attainment of age 47 regardless of the number of years of continuous service. A police officer Member who attains 25 years of continuous service prior to attaining 47 years of age may elect to purchase, at the Member's sole expense, a normal retirement age and unreduced normal benefit commencing the first of the month following or coincident with completion of 25 years of continuous service. In order to purchase this earlier normal retirement age, the police officer Member must pay to the Fund the full actuarial cost of the earlier normal retirement age, as determined by the Fund's actuary. Payment shall be made by cash lump sum payment, direct transfer or rollover of an eligible rollover distribution from a qualified or eligible plan in accordance with Section 34.0602 herein or a combination of both.

. . .

SECTION 5. That Section 34.055, "Normal Retirement Benefit," of Chapter 34, "City Policy," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 34.055 NORMAL RETIREMENT BENEFIT.

. . .

(B) *Firefighters.*

. . .

~~(4) The adjustment in the maximum benefit percentage under subsection (B)(3) above shall be effective beginning on October 1, 2004, and shall be implemented based upon meeting all of the following conditions and requirements:~~

~~(a) No change to the minimum retirement age;~~

~~(b) Employee contributions shall be reduced to 0.5% after 25 years of service and upon reaching the maximum benefit of 80% and shall be increased to 11.6 % if the member continues in employment and does not enter the DROP upon reaching the normal retirement date;~~

~~(c) A service connected disability pension of a minimum of 75% or the vested pension amount, whichever is greater;~~

~~(d) The recurring allowable Chapter 175 credit amount of the City of Pompano Beach to provide benefits is increased from $567,754 to $732,754 ($165,000);~~

~~(e) Any additional Chapter 175 monies beyond the $165,000 the amount specified in subsection (B)(4)(d) above will remain in reserve to be used for additional member benefits; and~~

~~(f) Beginning the first full pay period that includes October 1, 2004, the employee contributions paid by the members of the plan shall increase from 8.6% to 11.6% except as otherwise provided in subsection (B)(4)(b) above.~~

. . .

SECTION 6. That Section 34.057, "Disability," of Chapter 34, "City Policy," of the Pompano Beach Code of Ordinance is hereby amended to read as follows:

§ 34.057 DISABILITY.

(A) Service incurred. Any active member who receives a service-connected injury, disease, or disability, which totally and permanently incapacitates him or her, physically or mentally, from regular and continuous duty as a firefighter~~,~~ or police officer, ~~or dispatcher,~~ and any other duty or duties available through the Fire or Police Departments respectively to the firefighter~~,~~ or police officer, ~~or dispatcher,~~ shall receive in equal monthly installments an amount equal to 75% of monthly earnings in effect on date disability is granted by the Board. For firefighters only, if the member's accrued benefit exceeds the disability benefit, such excess benefit will be classified as a normal retirement benefit. The disability pension shall be effective immediately and the first payment shall be made on the first day of the month coincident with or next following such granting and shall be payable until the earlier of death or recovery from disability. If the member dies after retirement but before recovery from disability and before he or she has received benefits for a period of ten years, the same monthly benefit will be paid to the beneficiary (or beneficiaries) as designated by the member for the balance of such ten-year period.

(B) Nonservice incurred. Any active member with ten years of service who receives a nonservice-incurred injury, disease, or disability, which totally and permanently incapacitates him or her physical or mentally, from regular and continuous duty as a firefighter~~,~~ or police officer, ~~or dispatcher,~~ and any other duty or duties available through the Fire or Police Departments respectively to the firefighter~~,~~ or police officer, ~~or dispatcher,~~ shall receive in equal monthly installments an amount equal to 3% of his or her average monthly earnings for each year of continuous service, subject in any event to a maximum of 60% of monthly earnings in effect on date disability is granted by the Board plus 2 % of monthly earnings for each year of continuous service in excess of 25 ears. However, in the case of a member, the minimum benefit shall be 25% of such member's average monthly earnings. The disability pension shall be effective immediately and the first payment shall be made on the first day of the month coincident with or next following such granting and shall be payable until the earlier of death or recovery from disability. If the member dies after retirement but before recovery from disability and before he or she has received benefits for a period of ten years, the monthly benefit will be paid to the beneficiary (or beneficiaries) as designated by the member for the balance of such ten-year period.

SECTION 7. That Section 34.0603, "Deferred Retirement Option Plan," ("DROP") of Chapter 34, "City Policy," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 34.0603 DEFERRED RETIREMENT OPTION PLAN (DROP).

A Deferred Retirement Option Plan (DROP) is hereby authorized. The DROP is to be administered by the Board of Trustees. Police officer members may elect to enter the DROP upon reaching normal retirement as set forth and in accordance with the terms and conditions of the DROP document in existence as negotiated in the collective bargaining agreements between the Broward County Police Benevolent Association of Pompano Beach, Florida and the City or Broward County Sheriff's Office. In no event shall the Board administer a plan which results in the disqualification of the system under the Internal Revenue Code.

. . .

(C) Limitation and disqualifications for other benefits. A member may participate in the DROP only once. After commencement of participation, the member shall not again have the right to be a contributing member of the retirement system. Police officer members shall not be eligible for disability or pre-retirement death benefits as provided for by the retirement system. Firefighter members shall not be eligible for pre-retirement death benefits, but shall be eligible, effective October 1, 20014, for service connected disability retirement,

calculated pursuant to Section 34.057(A), or non-service connected disability retirement, calculated pursuant to Section 34.057(B), when a determination is made by the Pension Board that an existing benefit should be reclassified as a disability benefit subject to Article 16 of the I.A.F.F. Local 1549 Collective Bargaining Agreement. Effective after October 1, 2004, the reclassified service-incurred disability benefit shall be equal to 75% of the member's monthly rate of pay in effect at the time of entry into the DROP. If the benefit the member accrued prior to DROP entry exceeds the disability benefit, such excess benefit will be treated as a normal retirement benefit.

. . .

(J) Promotions. Starting with the ~~79th~~ 72nd month after a member enters the DROP, the member is not eligible to be promoted, to participate in any promotional examination process and/or to be appointed or promoted to any bargaining unit position. Employees who have participated in DROP for less than ~~78~~ 72 months shall be eligible to be promoted, to participate in any promotional examination process and/or to be appointed or promoted to any non-bargaining unit position. Employees who have participated in DROP for ~~78~~ 72 months or more shall be eligible to be promoted, to participate in any promotional examination process and/or to be appointed or promoted to any non-bargaining unit position with the specific approval of the Fire Chief and City Manager when the Fire Chief and City Manager determine such actions to be in the best interest of the city.

. . .

(M) DROP Loan Program

(1) Effective June 22, 2010 for ~~P~~police officers and October 1, 2013 for firefighters, DROP participants may apply to the Board of Trustees to borrow from the Retirement System up to 50% of the total balance in their respective DROP Account, up to a maximum of $50,000. The Board of Trustees shall approve or deny any such application in accordance with the terms and conditions specified herein. Board of Trustees shall not have the authority to deny Member loan applications that satisfy requirements outlined herein. All loans to ~~police officer~~ DROP participants shall be secured by the member's DROP Account and no payments from the member's DROP account shall be made to the member, survivor or beneficiary while a loan balance remains outstanding. Should any loan balance remain unpaid after the balance in the member's DROP account has been exhausted, then that balance shall be secured and paid by offsetting such member, survivor or beneficiary's other benefits payable by the retirement system. The loan must be evidenced by the member's promissory note payable to the retirement system and shall have a definite interest rate, repayment schedule, and maturity date. The promissory note shall provide that in the event that the loan is not repaid, at a time when the member is entitled to a distribution, any unpaid balance of the loan, plus interest, shall be retained by

the Board of Trustees out of such distribution. The Board of Trustees shall be authorized to take any and all necessary action to reinforce such member's obligations.

(2) In making its determination with respect to eligibility for, terms and conditions of, and interest rates on any loan, the Board of Trustees shall act in a uniform and nondiscriminatory manner. The outstanding principal of any loan to a ~~police officer~~ member shall not exceed 50% of the member's vested amount in the DROP account, provided, that the maximum loan amount shall not exceed $50,000. The promissory note shall bear interest at the annual interest rate quoted as the "prime rate" in the *Wall Street Journal on* the day which the member files all necessary forms for his DROP loan with the Board of Trustees.

(3) If a ~~police officer~~ member or beneficiary, directly or indirectly, receives any amount as a loan from the retirement system, such amount shall be treated as a taxable distribution from the retirement system to the individual if:

(a) The amount of the loan exceeds the lesser of (i) $50,000 (reduced to the extent that the member or beneficiary's highest balance for plan loans outstanding during the preceding 12 months exceeds the current balance for plan loans); or (ii) one-half of the member's DROP account (or $10,000 if greater); and

(b) The loan by its terms is not required to be repaid within five years of the date the funds are actually received by the borrower (i.e. member).

(4) Loan amount and term: The Board of Trustees may loan to a ~~police officer~~ DROP participant member a minimum of $5,000 and a maximum of $50,000. The loan shall be repaid by the member over a period of time not to exceed five years, as elected by the member at the time of the loan, with installment payments to be paid on a biweekly or monthly basis, as chosen by the member, with each payment being comprised of principal and interest. Member may elect to have installment payments automatically deducted by the Pompano Beach Credit Union and paid directly to the retirement system. Alternatively, ~~the~~ retired members may elect that the loan installment payments be automatically deducted from ~~his or her~~ their monthly pension benefit from the retirement system. DROP firefighter members may elect to have the loan installment payments automatically deducted from their bi-weekly city paycheck.

(a) Suspension of loan repayment; leave for military absence. In accordance with IRC section 414(u)(4), the retirement system shall permit postponement of loan repayments for military service personnel while performing military service. Any such postponement shall not alter the accrual of interest. Any such suspension of loan repayments during a leave of absence for

military service will not cause the loan to be deemed a taxable distribution so long as:

1. Loan repayments resume upon the completion of the military service; and

2. The amount remaining due on the loan is repaid in substantially level installments; and

3. The loan is fully repaid by the end of the original term of the loan plus the period of military service.

(5) Loan costs and expenses. The electing ~~police officer~~ member shall pay all costs of the loan, including documentary stamps, intangible taxes, loan-servicing fees, and all other costs associated with loan.

(6) Default. Events of default under the terms of the loan shall include, but are not limited to bankruptcy, insolvency, or failure to make any installment loan payment when due.

(7) Grace period. In the event of a default due to a participating ~~police officer~~ member's failure to make an installment payment when due, then the retirement system, at its sole discretion, may provide written notice to such member of the occurrence of such default, and afford such member a grace period not to exceed ten days from the date upon which the subject payment(s) was due, within which such member may make payment to the retirement system to cure such default.

(8) Attorney's fees and costs. In the event of a default, and should the Board of Trustees determine that it is required to pursue legal relief to enforce a ~~police officer~~ member's loan repayment obligations hereunder, then such member shall be held responsible for any and all attorney's fees and costs incurred by the retirement system to enforce such member's obligations.

. . .

SECTION 8. That Section 34.061, "Contributions," of Chapter 34, "City Policy," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 34.061 CONTRIBUTIONS.

(A) (1) Members of the retirement system shall make regular contributions to the trust fund at a rate equal to 8.6% of their respective annual earnings, except for firefighter members who, ~~pursuant to §34.055 (B)(4)(f) of this code~~ effective October 1, 2004, shall contribute 11.6% of their respective annual earnings. Firefighter member contributions shall be reduced to 0.5% after

25 years of service and upon reaching the maximum benefit of 80% and shall be increased to 11.6% if the member continues in employment and does not enter DROP upon reaching the normal retirement date. Eligible employees, as a condition of membership, shall agree in writing on becoming a member to make the contributions specified herein. The contributions shall be deducted from earnings before the earnings are paid.

(2) Effective September 26th, 1989, the city shall assume and pay future member contributions in lieu of payroll deductions from member's earnings. No member shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the city directly to the retirement system. All such contributions by the city shall be deemed and considered as a part of each member's accumulated contributions and subject to all provisions of the retirement's system pertaining to accumulated contributions of the members. The city shall immediately deposit all such contributions following each pay period. This city "pick up" of contributions shall be the result of an 8.6%, or 11.6% for firefighter members on or after October 1, 2004, reduction of each member's base pay and is intended to comply with Section 414(H)(2) of the Internal revenue Code. Base pay for purposes of overtime pay, pay supplements, and retirement benefit calculations shall not be reduced.

. . .

SECTION 9. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 10. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 20__.

PASSED SECOND READING this _____ day of _____, 20__.

_____

LAMAR FISHER, MAYOR

ATTEST:

_____

MARY L. CHAMBERS, CITY CLERK

GBL/tal:jrm
12/11/14
L:ord/ch34/2015-90

ORDINANCE NO. 2014-61

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 34 "CITY POLICY", BY AMENDING SECTION 34.045 "DEFINITIONS", TO MODIFY THE DEFINITION OF AVERAGE MONTHLY EARNINGS AND SURVIVING SPOUSE FOR THE POLICE AND FIREFIGHTERS' RETIREMENT SYSTEM; BY AMENDING SECTION 34.053 "NORMAL RETIREMENT DATE" AND SECTION 34.055 "NORMAL RETIREMENT BENEFIT TO MODIFY PENSION RETIREMENT REQUIREMENTS FOR FIREFIGHTERS; BY AMENDING SECTION 34.057 "DISABILITY", TO MODIFY THE CALCULATIONS OF DISABILITY BENEFITS FOR FIREFIGHTERS; BY AMENDING SECTION 34.0603 "DEFERRED RETIREMENT OPTION PLAN" ("DROP") TO PROVIDE ADDITIONAL PROVISIONS FOR PROMOTION OF FIREFIGHTERS WHO HAVE ENTERED THE DROP AND TO PROVIDE FOR FIREFIGHTER PARTICIPATION IN THE DROP LOAN PROGRAM; AND BY AMENDING SECTION 34.061 "CONTRIBUTIONS", TO MODIFY REQUIRED MEMBER CONTRIBUTION TO THE FIREFIGHTER RETIREMENT SYSTEM -ALL TO COMPLY WITH THE PROVISIONS CONTAINED IN ARTICLES 35 AND 38 OF THE ADOPTED LABOR AGREEMENTS BETWEEN THE POMPANO BEACH PROFESSIONAL FIRE FIGHTERS, LOCAL 1549 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AND THE CITY OF POMPANO BEACH, FOR THE PERIOD BEGINNING OCTOBER 1, 2010 AND ENDING SEPTEMBER 30, 2013 AND OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2016; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the Agreements between the Pompano Beach Professional Fire Fighters, Local 1549 of the International Association of Fire Fighters and the City of Pompano Beach for the period of October 1, 2010 to September 30, 2013, and October 1, 2013 to September 30, 2016, were approved on May 27, 2014.

SECTION 2. That Section 34.045, "Definitions" of Chapter 34, "City Policy" of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 34.045 DEFINITIONS

For purposes of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

> **Average Monthly Earnings.** One-twelfth of the arithmetic average of annual earnings for the highest three years preceding the actual retirement or termination date of a member. For all bargaining members hired after ratification of the 2010-2013 Collective Bargaining Agreement, which occurred on May 27, 2014, the Average Monthly Earnings shall be based on the highest five (5) years preceding the actual retirement or termination date of a member.
>
> **Surviving Spouse.** A lawfully-wedded spouse of the member at the time of the member's death. A Surviving Spouse shall include a lawfully-wedded spouse, including same-sex, lawfully recognized in the state in which the marriage took place, of a member at the time of the member's death.

SECTION 3. That Section 34.053 "Normal Retirement Date" of Chapter 34, "City Policy" of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 34.053 NORMAL RETIREMENT DATE

(A.) A ~~member~~ Firefighter Member may elect to retire on or after the day of attainment of age ~~47~~ 50 and the completion of 20 years of continuous service or attainment of age 55 and the completion of ten years of continuous service. However, employees who are eligible to, and become, members as of the effective date of this system shall be eligible to retire on the attainment of age 47 regardless of the number of years of continuous service. The change in the retirement age for a Firefighter Member from age 47 to 50 shall be made applicable to all bargaining members hired after ratification of the 2010-2013 Collective Bargaining Agreement, which occurred on May 27, 2014. A police officer Member who attains 25 years of continuous service prior to attaining 47 years of age may elect to purchase, at the Member's sole expense, a normal retirement age and unreduced normal benefit commencing the first of the month following or coincident with completion of 25 years of continuous service. In order to purchase this earlier normal retirement age, the police officer Member must pay to the Fund the full actuarial cost of the earlier normal retirement age, as determined by the Fund's actuary. Payment shall be made by cash lump sum payment, direct transfer or rollover of an eligible rollover distribution from a qualified or eligible plan in accordance with Section 34.0602 herein or a combination of both.

SECTION 4. That Section 34.055 "Normal Retirement Benefit" of Chapter 34, "City Policy" of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 34.055 NORMAL RETIREMENT BENEFIT

* * *

(B) *Firefighters.*

(1) A firefighter retiring on his or her normal retirement date shall receive a monthly benefit which shall commence on his or her normal retirement date and be continued thereafter during his or her lifetime. If the member dies after retirement but before he or she has received benefits for a period of ten years, the same monthly benefit will be paid to the beneficiary (or beneficiaries) as designated by the member for the balance of such ten-year period. Upon reaching normal retirement age a member's benefits shall be fully vested. For members who are hired after the ratification of the 2010-2013 Collective Bargaining Agreement, which occurred on May 27, 2014, the Average Monthly Earnings shall be based on the highest five (5) years preceding the actual retirement or termination date of a member.

* * *

~~(4) The adjustment in the maximum benefit percentage under subsection (B)(3) above shall be effective beginning on October 1, 2004, and shall be implemented based upon meeting all of the following conditions and requirements:~~

~~(a) No change to the minimum retirement age;~~
~~(b) Employee contributions shall be reduced to 0.5% after 25 years of service and upon reaching the maximum benefit of 80% and shall be increased to 11.6 % if the member continues in employment and does not enter the DROP upon reaching the normal retirement date;~~
~~(c) A service connected disability pension of a minimum of 75% or the vested pension amount, whichever is greater;~~
~~(d) The recurring allowable Chapter 175 credit amount of the City of Pompano Beach to provide benefits is increased from $567,754 to $732,754 ($165,000);~~
~~(e) Any additional Chapter 175 monies beyond the $165,000 the amount specified in subsection (B)(4)(d) above will remain in reserve to be used for additional member benefits; and~~
~~(f) Beginning the first full pay period that includes October 1, 2004, the employee contributions paid by the members of the plan shall increase from 8.6% to 11.6% except as otherwise provided in subsection (B)(4)(b) above.~~

SECTION 5. That Section 34.057 "DISABILITY" of Chapter 34, "City Policy" of the Pompano Beach Code of Ordinance is hereby amended to read as follows:

(A) Service incurred. Any <u>active</u> member who receives a service-connected injury, disease, or disability, which totally and permanently incapacitates him or her, physically or mentally, from regular and continuous duty as a firefighter, police officer, or dispatcher, and any other duty or duties available through the Fire or Police Departments respectively to the firefighter, police officer, or dispatcher, shall receive in equal monthly installments an amount equal to 75% of monthly earnings in effect on date disability is granted by the Board. <u>For firefighters only, if the benefit the member accrued exceeds the disability benefit, such excess benefit will be treated as a normal retirement benefit.</u> The disability pension shall be effective immediately and the first payment shall be made on the first day of the month coincident with or next following such granting and shall be payable until the earlier of death or recovery from disability. If the member dies after retirement but before recovery from disability and before he or she has received benefits for a period of ten years, the same monthly benefit will be paid to the beneficiary (or beneficiaries) as designated by the member for the balance of such ten-year period.

(B) Nonservice incurred. Any <u>active</u> member with ten years of service who receives a non-service-incurred injury, disease, or disability, which totally and permanently incapacitates him or her physical or mentally, from regular and continuous duty as a firefighter, police officer, or dispatcher, and any other duty

or duties available through the Fire or Police Departments respectively to the firefighter, police officer, or dispatcher, shall receive in equal monthly installments an amount equal to 3% of his or her average monthly earnings for each year of continuous service, subject in any event to a maximum of 60% of monthly earnings in effect on date disability is granted by the Board plus 2 % of monthly earnings for each year of continuous service in excess of 25 ears. However, in the case of a member, the minimum benefit shall be 25% of such member's average monthly earnings. The disability pension shall be effective immediately and the first payment shall be made on the first day of the month coincident with or next following such granting and shall be payable until the earlier of death or recovery from disability. If the member dies after retirement but before recovery from disability and before he or she has received benefits for a period of ten years, the monthly benefit will be paid to the beneficiary (or beneficiaries) as designated by the member for the balance of such ten-year period.

SECTION 6. That Section 34.0603, "Deferred Retirement Option Plan" ("DROP") of Chapter 34, "City Policy" of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 34.0603 DEFERRED RETIREMENT OPTION PLAN (DROP).

A Deferred Retirement Option Plan (DROP) is hereby authorized. The DROP is to be administered by the Board of Trustees. Police officer members may elect to enter the DROP upon reaching normal retirement as set forth and in accordance with the terms and conditions of the DROP document in existence as negotiated in the collective bargaining agreements between the Broward County Police Benevolent Association of Pompano Beach, Florida and the City or Broward County Sheriff's Office. In no event shall the Board administer a plan which results in the disqualification of the system under the Internal Revenue Code.

(A) *Eligibility.* Any active member of the Pompano Beach Police and Firefighters' Retirement System, who is eligible to receive a normal retirement pension, may elect to participate in the DROP. However, said election must be made at or before the employee has attained twenty-five (25) years of continuous service with the City. Except as provided below, after an employee has exceeded twenty-five (25) years of continuous service, s/he would no longer be eligible to participate in the DROP. In cases where an employee has reached twenty-five (25) years of continuous service, but still has not become eligible for normal retirement, that employee will be eligible to elect to participate in the DROP upon (but not after) reaching eligibility for normal retirement. Firefighter members will "retire" for purposes of the pension plan, but may continue their employment with the City for a maximum ninety-six (96) months from the effective date of

the member's DROP election. Firefighters who enter the DROP shall not be eligible to be promoted, to participate in any promotional examination process and/or to be appointed or promoted to any bargaining unit position beginning with the 72nd month after the employee has entered the DROP.

...

(C) Limitation and disqualifications for other benefits. A member may participate in the DROP only once. After commencement of participation, the member shall not again have the right to be a contributing member of the retirement system. Police officer members shall not be eligible for disability or pre-retirement death benefits as provided for by the retirement system. Firefighter members shall not be eligible for pre-retirement death benefits, but shall be eligible, effective October 1, 2004, for service connected retirement, calculated pursuant to Section 34.057(A) or non-service connected disability retirement, calculated pursuant to Section 34.057(B), when a determination is made by the Pension Board that an existing benefit should be reclassified as a disability benefit subject to Article 16 of the I.A.F.F. Local 1549 Collective Bargaining Agreement. Effective after October 1, 2004, the reclassified service-incurred disability benefit shall be equal to 75% of the member's monthly rate of pay in effect at the time of entry into the DROP. If the benefit the member accrued prior to DROP entry exceeds the disability benefit, such excess benefit will be treated as a normal retirement benefit.

...

(M) DROP Loan Program

(1) Police officer or firefighter DROP participants may apply to the Board of Trustees to borrow from the Retirement System up to fifty percent (50%) of the total balance in their respective DROP Account, up to a maximum of $50,000. The Board of Trustees shall approve or deny any such application in accordance with the terms and conditions specified herein. Board of Trustees shall not have the authority to deny Member loan applications that satisfy requirements outlined herein. All loans to police officer or firefighter DROP participants shall be secured by the Member's DROP Account and no payments from the Member's DROP Account shall be made to the Member, survivor or beneficiary while a loan balance remains outstanding. Should any loan balance remain unpaid after the balance in the Member's DROP Account has been exhausted, then that balance shall be secured and paid by offsetting such Member, survivor or beneficiary's other benefits payable by the Retirement System. The loan must be evidenced by the Member's promissory note payable to the Retirement System and shall have a definite interest rate, repayment schedule, and maturity date. The promissory note shall provide that in the event that the loan is not repaid, at a time when the Member is entitled to a distribution, any unpaid balance of the loan, plus interest, shall be retained by the Board of

Trustees out of such distribution. The Board of Trustees shall be authorized to take any and all necessary action to reinforce such Member's obligations.

(2) In making its determination with respect to eligibility for, terms and conditions of, and interest rates on any loan, the Board of Trustees shall act in a uniform and nondiscriminatory manner. The outstanding principal of any loan to a police officer <u>or firefighter</u> Member shall not exceed fifty percent of the Member's vested amount in the DROP account, provided, that the maximum loan amount shall not exceed $50,000.00. The promissory note shall bear interest at the annual interest rate quoted as the "prime rate" in the *Wall Street Journal on* the day which the Member files all necessary forms for his DROP loan with the Board of Trustees.

(3) If a police officer <u>or firefighter</u> Member or beneficiary, directly or indirectly, receives any amount as a loan from the Retirement System, such amount shall be treated as a taxable distribution from the Retirement System to the individual if:

(a) The amount of the loan exceeds the lesser of (i) $50,000.00 (reduced to the extent that the Member or beneficiary's highest balance for plan loans outstanding during the preceding 12 months exceeds the current balance for plan loans); or (ii) one-half of the Member's DROP account (or $10,000 if greater); and

(b) The loan by its terms is not required to be repaid within five years of the date the funds are actually received by the borrower (i.e. Member).

(4) Loan Amount and Term: The Board of Trustees may loan to a police officer <u>or firefighter</u> DROP participant Member a minimum of $5,000.00 and a maximum of $50,000.00. The loan shall be repaid by the Member over a period of time not to exceed five years, as elected by the Member at the time of the loan, with installment payments to be paid on a biweekly or monthly basis, as chosen by the Member, with each payment being comprised of principal and interest. Member may elect to have installment payments automatically deducted by the Pompano Beach Credit Union and paid directly to the Retirement System. Alternatively, the Member may elect that the loan installment payments be automatically deducted from his or her monthly pension benefit from the Retirement System.

(a) Suspension of Loan Repayment; Leave for Military Absence: In accordance with IRC section 414(u)(4), the Retirement System shall permit postponement of loan repayments for military service personnel while performing military service. Any such postponement shall not alter the accrual of interest. Any such suspension of loan repayments during a leave of absence for

military service will not cause the loan to be deemed a taxable distribution so long as:

1. Loan repayments resume upon the completion of the military service; and

2. The amount remaining due on the loan is repaid in substantially level installments; and

3. The loan is fully repaid by the end of the original term of the loan plus the period of military service.

(5) Loan Costs and Expenses: The electing police officer or firefighter Member shall pay all costs of the loan, including documentary stamps, intangible taxes, loan-servicing fees, and all other costs associated with loan.

(6) Default: Events of Default under the terms of the loan shall include, but are not limited to bankruptcy, insolvency, or failure to make any installment loan payment when due.

(7) Grace Period: In the event of a default due to a participating police officer or firefighter Member's failure to make an installment payment when due, then the Retirement System, at its sole discretion, may provide written notice to such Member of the occurrence of such default, and afford such Member a grace period not to exceed ten days from the date upon which the subject payment(s) was due, within which such Member may make payment to the Retirement System to cure such default.

(8) Attorney's Fees and Costs: In the event of a default, and should the Board of Trustees determine that it is required to pursue legal relief to enforce a police officer or firefighter Member's loan repayment obligations hereunder, then such Member shall be held responsible for any and all attorney's fees and costs incurred by the Retirement System to enforce such Member's obligations.

SECTION 7. That Section 34.061, "CONTRIBUTIONS" of Chapter 34, "City Policy" of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

(A) (1) Members of the retirement system shall make regular contributions to the trust fund at a rate equal to 8.6% of their respective annual earnings, except for firefighter members who, ~~pursuant to §34.055 (B)(4)(f) of this code~~ effective October 1, 2004 shall contribute 11.6% of their respective annual earnings. Firefighter member contributions shall be reduced to 0.5% after 25 years of service and upon reaching the maximum benefit of 80% and shall be increased to 11.6% if the member continues in employment and does not enter DROP upon reaching the normal retirement date. Eligible employees, as a condition of

membership, shall agree in writing on becoming a member to make the contributions specified herein. The contribution shall be deducted from earnings before the earnings are paid.

(2) Effective September 26th, 1989, the city shall assume and pay future member contributions in lieu of payroll deductions from member's earnings. No member shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the city directly to the retirement system. All such contributions by the city shall be deemed and considered as a part of each member's accumulated contributions and subject to all provisions of the retirement's system pertaining to accumulated contributions of the members. The city shall immediately deposit all such contributions following each pay period. This city "pick up" of contributions shall be the result of an 8.6% or 11.6% for firefighter members on or after October 1, 2004, reduction of each member's base pay and is intended to comply with Section 414 (H) (2) of the Internal revenue Code. Base pay for purposes of overtime pay, pay supplements, and retirement benefit calculations shall not be reduced.

* * *

SECTION 8. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 9. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 23rd day of September, 2014.

PASSED SECOND READING this 9th day of September, 2014.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/tal
7/10/14
L:ord/2014-311

Meeting Date: January 13, 2015

Agenda Item 30

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation

SHORT TITLE AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE ADDENDUM NO. 1 TO THE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND KESSLER CONSULTING, INC. FOR SOLID WASTE SERVICES CONSULTANT; PROVIDNG FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Summary of Purpose and Why: In a previous Commission action, the ranking order for RFP #H-11-12 was approved to negotiate an agreement with the highest ranked firm, Kessler Consulting, Inc. for solid waste consultant services. This item amends and clarify the terms of the agreement by extending the term of the contract through January 1, 2016, or until the completion of the Scope of Services, whichever occurs first.

The not-to-exceed amount is $100,000 for work actually performed and completed pursuant to the amended terms of the agreement.

(1) Origin of request for this action: Staff
(2) Primary staff contact: Robert McCaughan/Russell Ketchem Ext. 4097
(3) Expiration of contract, if applicable: January 1, 2016
(4) Fiscal impact and source of funding: No additional fiscal impact.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	11/19/14	Approve	[illegible]
General Services	11/21/14	APPROVE	[illegible]
Finance	11/21/14	approval	S. Stable
Budget	11-24-14	Approval	[illegible]
City Attorney	11/21/14		[illegible]

X City Manager [illegible] [illegible]

ACTION TAKEN BY COMMISSION:

Ordinance		Resolution		Consideration	
Workshop					
1st Reading	12/9/14 APPROVED	1st Reading		Results:	Results:
2nd Reading	1/13/15				

p mpano
beach.
Florida's Warmest Welcome

Solid Waste Division
Russell S. Ketchem, Solid Waste Manager

City of Pompano Beach, Florida

1190 NE 3rd Avenue, Bldg B Pompano Beach, Florida 33060 | p: 954.786.5516 | f: 954.786.4011

MEMORANDUM

To: Mary Chambers, City Clerk

Via: Dennis Beach, City Manager
Robert McCaughan, Director Public Works

From: Russell Ketchem, Solid Waste Manager

Date: November 20, 2014

Subject: Addendum No.1 Solid Waste Consultant Services

Please find the attached an ordinance caption for advertisement in the Sun Sentinel to appear as an item agenda on December 9, 2014.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE ADDENDUM NO. 1 TO THE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND KESSLER CONSULTING, INC. FOR SOLID WASTE CONSULTANT SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please don't hesitate to contact me if you have further questions at x7011.

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE ADDENDUM NO. 1 TO THE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND KESSLER CONSULTING, INC. FOR SOLID WASTE CONSULTANT SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Addendum No. 1 to the Contract between the City of Pompano Beach and Kessler Consulting, Inc. for Solid Waste Consultant Services, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Kessler Consulting, Inc.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 20__.

PASSED SECOND READING this _____ day of _____, 20__.

_____

LAMAR FISHER, MAYOR

ATTEST:

_____

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
11/18/14
l:reso/2015-95

ADDENDUM NO. 1 TO CONTRACT FOR SOLID WASTE CONSULTANT SERVICES

THIS **ADDENDUM** is made and entered this _____ day of _____ 2014, by and between the **CITY OF POMPANO BEACH**, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and **KESSLER CONSULTING, INC.**, hereinafter referred to as the "CONTRACTOR".

WHEREAS, that a contract between the parties commenced on October 15, 2012, providing for solid waste services consulting by CONTRACTOR; and

WHEREAS, CITY and CONTRACTOR have negotiated and are desirous of making certain changes to such Contract as amended to extend the term through January 1, 2016, or until the completion of the Scope of Services, whichever occurs first.

WITNESSETH:

NOW, THEREFORE, City and Contractor, for and in consideration of the mutual covenants and conditions set forth herein, in said Contract and the Addenda amending the Contract, do covenant and agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

2. The term of the Contract is amended so that it shall extend through January 1, 2016, or until the completion of the Scope of Services, whichever occurs first.

3. All terms, covenants and conditions contained in the Contract between CITY and CONTRACTOR, a copy of which is attached hereto as Exhibit "A" and made a part hereof, with the exception of the provisions above, shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained therein.

4. The Contract shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Contract.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY"

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
MARY L. CHAMBERS, CITY CLERK (SEAL)

Approved by:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"CONTRACTOR"

Witnesses:

KESSLER CONSULTING, INC.
a Florida corporation

By: _____

Mitch Kessler
Typed or Printed Name

Title: President

Vivianna Bendixson
Vivianna Bendixson
Print Name

Barbara Pitchett
Barbara Pitchett
Print Name

(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of November, 2014, by Mitch Kessler as President of KESSLER CONSULTING, INC., a Florida corporation on behalf of the corporation. He/~~she~~ is personally known to me ~~or who has produced~~ N/A ~~(type of identification) as identification.~~

NOTARY'S SEAL:

Lisa Lamppert
NOTARY PUBLIC, STATE OF FLORIDA

Lisa Lamppert
(Name of Acknowledger Typed, Printed or Stamped)

EE 213985
Commission Number

original 1

ORDINANCE NO. 2013-02

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND KESSLER CONSULTING, INC. FOR SOLID WASTE SERVICES CONSULTANT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Kessler Consulting, Inc., for solid waste services consultant, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 24th day of September, 2012.

PASSED SECOND READING this 9th day of October, 2012.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/ds
8/28/12
L:ord/2012-414

AGREEMENT

Between

CITY OF POMPANO BEACH

and

KESSLER CONSULTING, INC.

For

Solid Waste Services Consultant

RFP# H-11-12

This is an Agreement, made and entered into by and between: CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," AND

KESSLER CONSULTING, INC., a Florida corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the Singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 Agreement - means this document, Articles 1 through 8, inclusive. Other terms and conditions are Included in the exhibits and documents that are expressly incorporated by reference.

1.2 Contract Administrator - The employee designated by the Public Works Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate

with the CONSULTANT and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

ARTICLE 2

SCOPE OF SERVICES

2.1 CONSULTANT shall perform all work identified in this Agreement and Exhibit A (Scope of Services). The parties agree that the scope of services is a description of CONSULTANT's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONSULTANT impractical, illogical, or unconscionable.

2.2 CONSULTANT acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on January 1, 2015 or until the completion of the Scope of Services. The CITY and CONSULTANT may agree to additional tasks, over and above those provided for in Exhibit A, together with pricing and a time period for said tasks; any such additional work must be approved by the City Commission and contained in a written amendment executed by the parties.

3.2 All duties, obligations, and responsibilities of CONSULTANT required by this Agreement shall be completed no later than January 1, 2015. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

3.3 At the sole discretion of City, agreement may be renewed for three (3) additional one (1) year periods from the date of completion outlined in section 3.2. Terms and conditions for any renewal period will be mutually agreed in writing by both parties in advance.

ARTICLE 4

COMPENSATION

4.1 CITY agrees to pay CONSULTANT in the manner specified in Section 4.3, the not-to-exceed amount of $100,000 for work actually performed and completed pursuant to this Agreement and agreed to in Section 4.2, which amounts shall be accepted by CONSULTANT as full compensation for all such work and expenses. It is acknowledged

and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONSULTANT for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. City and Consultant may agree to additional tasks, over and above those provided for in Exhibit A, together with pricing and a time period for said tasks; any such additional work must be approved by the City Commission and contained in a written amendment executed by the parties.

4.2 COMPENSATION

4.2.1 The estimated level of compensation shall not exceed the total amount as described in 4.1 above and will be based on the estimated staff hours and rates as provided in Exhibit B. The approach to the Project will be divided into two phases as described below:

a) Phase I has three tasks associated at a total estimated cost of $40,060:
Task I - System Review (estimated 74 staff hours)
Task 2 - Options for Solid Waste Hauling (estimated 108 staff hours)
Task 3 - Rate Analysis (estimated 244 staff hours)

b) Phase II has two tasks associated at a total estimated cost range of $40,000 to $60,000:
Task 4 - Request for Proposal (estimated 396 staff hours)
Task 5 - Transition and Implementation (estimated not to exceed 250 staff hours)

4.2.2 A detailed statement of expenses must accompany any request for reimbursement.

4.3 METHOD OF BILLING AND PAYMENT

4.3.1 CONSULTANT may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires.

4.3.2 CITY shall pay based on the invoices submitted for approval and payment will be issued within forty-five (45) days of submittal of CONSULTANT's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted pursuant to Instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

4.4 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT or failure to comply with this

Agreement. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by CITY.

4.5 Payment will be made to CONSULTANT at:

Kessler Consulting Inc
14620 N. Nebraska Avenue, Bldg D
Tampa, FL 33613

ARTICLE 5

INDEMNIFICATION

CONSULTANT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONSULTANT, Its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONSULTANT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONSULTANT under this Agreement may be retained by CITY until all of CITY'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 CITY.

ARTICLE 6

INSURANCE

6.1 To ensure the indemnification obligation contained above, CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverage set forth in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

6.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the City of Pompano Beach Commission by naming CITY and the City of Pompano Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

6.3 Professional Liability Insurance. A Professional liability Insurance Policy shall be provided which shall contain minimum limits of one million dollars ($1,000,000) for each claim. Any deductible amount shall not exceed Twenty five thousand dollars ($25,000) for each occurrence. CONSULTANT shall notify CITY in writing within thirty (30) days of any claim filed or made against its Professional liability Insurance Policy.

6.4 Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of one million Dollars ($1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of two million Dollars ($2,000,000) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy. without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.
Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

6.5 Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of one million Dollars ($1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

6.6 Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the 'Workers' Compensation Law" of the Stale of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of one million Dollars ($1,000,000) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be Included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

6. 7 CONSULTANT shall furnish to CITY's Contract Administrator Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Agreement and attached hereto as Exhibit C. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement. The Certificate of Insurance shall be in a form acceptable to the CITY'S Risk Manager. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the Insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

6.8 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is completed. All policies must be endorsed to provide CITY with at least thirty (30) days notice of expiration, cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

6.9 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a subcontractor, CONSULTANT shall ensure that subcontractor names CITY as an additional insured.

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the City of Pompano Beach Commission. Termination for convenience by the City of Pompano Beach Commission shall be effective on the termination date stated in written notice provided by CITY, 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 City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY 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.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager 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.

7.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience.

7.5 In the event this Agreement is terminated for any reason, any amounts due CONSULTANT shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

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 CITY; and, if a copyright is claimed, CONSULTANT grants to CITY a non-exclusive 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 CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subcontractors that are related to this Project. CONSULTANT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONSULTANT 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, CONSULTANT or its subcontractor, as applicable, shall make same available at no cost to CITY.

CONSULTANT and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records. and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's and its subcontractors' records, CONSULTANT and its subcontractors shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be Violated by CONSULTANT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONSULTANT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 8.2.

8.3 PUBLIC ENTITY CRIME ACT

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to lime, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

8.4 INDEPENDENT CONTRACTOR

CONSULTANT is an Independent contractor under this Agreement. Services provided by CONSULTANT pursuant to this Agreement shall be subject to the supervision of CONSULTANT. In providing such services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONSULTANT or CONSULTANT's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Robert McCaughan, Director Public Works
1205 NE 5th Avenue
Pompano Beach, FL 33060

FOR CONSULTANT:

Mitch Kessler, President
Kessler Consulting Inc
14620 N. Nebraska Avenue, Bldg 0
Tampa, FL 33613

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, CONSULTANT shall not subcontract *any* portion of the work required *by* this Agreement. CITY may terminate this Agreement, effective immediately, if there is *any* assignment, or attempted assignment, transfer, or encumbrance, by CONSULTANT of this Agreement or *any* right or interest herein without CITY's written consent.

CONSULTANT represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

CONSULTANT further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONSULTANT is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONSULTANT or any persons in anyway from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONSULTANT.

8.9 MATERIALITY AND WAIVER OF BREACH

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY'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.

8.10 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be in effective unless CITY or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 JOINT PREPARATION

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

8.13 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

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

8.15 AMENDMENTS

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 the City of Pompano Beach Commission and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth is acknowledged by the parties. The attached Exhibits A, B and C are incorporated into and made a part of this Agreement.

8.18 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.19 MULTIPLE ORIGINALS

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

8.20 FORCE MAJEURE

CONTRACTOR shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

"CITY":

Witnesses:

Betty J. Moses

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

_____
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 15th day of October, 2012 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

ASCELETA HAMMOND
Notary Public - State of Florida
My Comm. Expires Jan 7, 2015
Commission # EE 27110
Bonded Through National Notary Assn.

_____
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"CONTRACTOR"

Kessler Consulting, Inc.
(Print name of company)

Witnesses:

Elizabeth Levine

By: _____

Print Name: Mitch Kessler

Title: President

Business License No. 22620.0000
Hillsborough County Occupational License

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 25th day of July, 2012 by Mitch Kessler as President of Kessler Consulting, Inc. A Florida corporation on behalf of the corporation. He/~~she~~ is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

LISA LAMPPERT
MY COMMISSION EXPIRES
July 4, 2016
#EE 213985
Bonded thru
Budget Notary Services
NOTARY PUBLIC, STATE OF FLORIDA

Lisa Lamppert
NOTARY PUBLIC, STATE OF FLORIDA

Lisa Lamppert
(Name of Acknowledger Typed, Printed or Stamped)

#EE213985
Commission Number

EXHIBIT A
SCOPE OF SERVICES

PHASE I

Task 1 Solid Waste System Review (estimated duration: 30 days)

Conduct a system-wide review of the City's solid waste and recycling program. This review will include a project kick-off meeting with appropriate Cit staff to confirm the project objectives and to request and obtain relevant City information. A review of all available information including, but not limited to, collection and disposal contracts, budgetary information, disposal and recycling data. A project implementation schedule will be developed.

Task 2 Development and Evaluation of Options (estimated duration: 60 days)

Develop and evaluate options available to the City for its future solid waste program. Part of those options should be latest industry trends, new uses in technology, stakeholder preferences, and opportunities and barriers in the local environment. Structure a City operated collection system, including the development of a Capital Improvement Program, to illustrate and compare the costs and benefits to a contracted service. A detailed evaluation of these options will include a cost benefit analysis, and consider City goals and stakeholder satisfaction. Options should include various combinations from the following categories:

- Service levels and types - the frequency of collections needed (twice per week, once per week, every other week), and how collections are conducted (manual, semi-automated, automated) based on local needs and requirements.
- Collection provider - renegotiation with current provider, competitive procurement of services, and City-operated collection will be assessed.
- Operational benchmarks - community health and safety, performance levels, and integration of City expectations will be considered.

Task 3 Rate and Cost of Services Analysis (estimated duration: 60 days)

Develop a rate and cost of service analysis for the options developed and evaluated in previous tasks. The rate and cost of service analysis should include, but not limited to the following:

- Review of historical trends in collection rates and services for Broward County and surrounding areas.
- Assessment of collection rate trends and comparisons in Florida, and assistance in determining a rate design alternative that is competitive and represents a "good value" to the City.

- Determine revenue requirements for the City and subsequent breakeven point based on current effective rates.

Deliverables from Tasks 1, 2 and 3 - Presentation of Findings

- Prepare a draft report on findings and obtain comments from staff.
- Engage City staff to review and obtain comments on the draft report.
- Revise the draft report based on comments and prepare and submit a final report.
- Assist staff in presenting findings to City of Pompano Beach Commission.

PHASE II

Task 4 Request for Proposal and Contract Negotiation (estimated: 180 days)

Based on the results of Phase I and the direction received from the City Commission regarding the results of the tasks, the development of procurement documents or assist in renegotiations with the existing waste hauler. Should procurement of new services be chosen, a RFP and contract will be designed to meet the City's objectives and stakeholder service expectations. Task activities will include, but are not limited to the following:

- Develop technical specifications for RFP to meet City's needs and objectives, including minimum qualifications and pricing structure.
- Develop a draft contract for inclusion in the RFP that incorporates desired services, ensures efficient and reliable services, and provides a stable rate structure.
- Work with City staff to finalize RFP specifications and draft contract.
- Compile list of potential vendors.
- Provide technical support and assistance with responding to questions directed to the City during a pre-bid meeting.
- Review written questions or comments received regarding the RFP, and assist in drafting any necessary addenda in response to questions.
- Review and evaluate RFP responses, and provide recommendation of Award of Bid.
- Prepare a summary sheet of price proposals.

Deliverables for Task 4 include:

- Draft and final RFP specifications and draft contract.
- List of potential vendors.
- Draft language for RFP addenda.
- Summary of price proposals.

- Modifications to contract resulting from final negotiations.
- Participation in up to four meetings, including one City Commission meeting.

Task 5 Transition and Implementation Planning (estimated duration: 180 days)

This task is completely dependent upon changes to the level and types of service implemented as a result of previous tasks. Scope of task will be better defined prior to commencement.

Identifying ordinances that may need to be revised to be consistent with the new programs being implemented. Preparation of ordinance language for staff review, and development of an implementation plan for transition. Transition planning must consider stakeholders, defining roles, and assign responsibilities. Must also address resources required, timeline, and budget necessary to fully implement any new service.

Transition plan should include deployment schedules, resource estimates, identification of special resources and staffing requirements. Plan must define management controls and reporting procedures, as well as risks and contingencies. Operational risk must be minimized, as new vendors must be managed through the process to ensure expectations are met.

Notable activities that should be included in the transition plan are as follows:

- Researching, developing and drafting ordinance revisions.
- Assembling a transition team.
- Assisting with program communication, education and outreach.
- Establishing stakeholder involvement.
- Implementing staff and vendor training as appropriate.
- Facilitating transition meetings and manage ongoing communications.
- Provide assistance with capital equipment acquisition, planning and distribution.

Deliverables include:

- Draft ordinance revisions.
- Transition plan.
- Project implementation schedule.
- Assistance with education and outreach program materials.
- Facilitation of regularly scheduled transition meetings with staff and selected vendors.

Meeting Date: January 13, 2015

Agenda Item 31

REQUESTED COMMISSION ACTION:

Consent	x Ordinance	Resolution	Consideration/ Discussion	Presentation

SHORT TITLE Ordinance amending Section 30.02, "Meetings," to establish the time of day when regular meetings shall be held.

Summary of Purpose and Why:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 30, "CITY COMMISSION," OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 30.02, "MEETINGS," TO ESTABLISH THE TIME OF DAY WHEN REGULAR MEETINGS SHALL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

(1) Origin of request for this action: City Commission
(2) Primary staff contact: Gordon B. Linn, City Attorney Ext. 4614
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	1/2/15		See City Attorney's Comm. #2015-394

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

l:comsn/2015-395

City Attorney's Communication #2015-394
January 2, 2015

TO: Dennis W. Beach, City Manager

FROM: Gordon B. Linn, City Attorney

RE: Ordinance Amending Section 30.02, "Meetings"

Attached please find the following captioned Ordinance addressing the above-referenced matter:

> **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 30, "CITY COMMISSION," OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 30.02, "MEETINGS," TO ESTABLISH THE TIME OF DAY WHEN REGULAR MEETINGS SHALL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please place this matter on the January 13, 2015 City Commission Agenda for a Second Reading. I have attached a Commission Agenda Cover Sheet for your convenience.

Should you have any questions regarding this matter, please feel free to contact me.

GORDON B. LINN

GBL/ds
l:cor/manager/2015-394

Attachments

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 30, "CITY COMMISSION," OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 30.02, "MEETINGS," TO ESTABLISH THE TIME OF DAY WHEN REGULAR MEETINGS SHALL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That Section 30.02, "Meetings," of Chapter 30, "City Commission," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 30.02 MEETINGS.

. . .

(B) Meetings. The regular meetings of the City Commission shall be held on the second and fourth Tuesday of each month in the city hall complex. Regular meetings shall be held at ~~7:00~~ 6:00 p.m. Workshop meetings shall be held in the Commission meeting room only when so requested by the Mayor, City Manager or any two Commissioners. Notice of the workshop meetings shall be posted as required by Florida law. Meetings shall continue until adjourned by appropriate vote of the members of the City Commission with any recesses and continuances the City Commission deems appropriate. At any regular or special meeting, the day for any subsequent regular meeting may be changed by majority

vote of all the Commissioners where it appears in the public interest or desirable, considering the best interests of the city as a guideline to do so. Regular or workshop meetings may be held at times and places other than as provided herein, at times and places prescribed by motion and majority vote of all of the Commissioners.

. . .

SECTION 2. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 3. This Ordinance shall become effective immediately upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/11/14
L:ord/ch30/2015-139

Meeting Date: January 13, 2015

Agenda Item 32

Memorandum No. #14-526

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation
___	___	___	___	___

SHORT TITLE

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING SECTIONS 70.11, 70.24, 71.05, 71.06, 71.08, 98.08 AND 98.10; BY CREATING CHAPTER 76, "PARKING METERS", TO PLACE ALL REQUIREMENTS AND REGULATIONS FOR PARKING METERS IN ONE NEW CHAPTER; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The City has metered parking within public parking lots and along on-street parking spaces. Currently there are 20 multi-space parking meters and 67 individual parking meters. During fiscal year 2013, the City generated approximately $222,000 in parking citations revenue and approximately $1,000,000 in parking revenues. In conjunction with the establishment of the Parking Enterprise Fund and contract for the Management of Parking Operations, Staff is recommending a new chapter within the Code of Ordinance's Traffic Code – "Chapter 76 (Parking Meters)". This primary purpose of the new chapter is to consolidate the existing regulations for parking meters found throughout the Code of Ordinances. However there are a few minor substantive revisions as follows: (1) Grant the authority to establish parking meter zones from the Chief of Police to the City Manager or Public Works Director; (2) Codify all locations with parking meters; (3) Clarify that all funds are deposited into the Parking Enterprise Fund; (4) Establish time limited parking zones; and (5) Update the list of violations. Section 76.04 has been amended as approved by the City Commission at 1st Reading.

(1) Origin of request for this action: Development Services Dept.

(2) Primary staff contact: Robin M. Bird/ Karen Friedman KBF Ext. 7792

(3) Expiration of contract, if applicable: N/A

(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	7/2/2014	Approval	Memo #14-282
City Attorney	7/17/14	—	
X City Manager			

ACTION TAKEN BY COMMISSION:

Ordinance		Resolution		Consideration	
Workshop					
1st Reading	12/9/14	1st Reading		Results:	Results:
APPROVED AS AMENDED					
2nd Reading	1/13/15				

City Attorney's Communication #2015-209

November 14, 2014

TO: Karen Friedman, AICP, Planner

FROM: Mark E. Berman, Assistant City Attorney

RE: Ordinance – Parking Meters

As requested, attached please find the following form of Ordinance, relative to the above-referenced matter:

> **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING SECTION 70.11, "ILLEGALLY-PARKED VEHICLES," TO MODIFY PENALTIES FOR VIOLATIONS; BY DELETING SECTION 70.24, "PARKING METER ZONES," SECTION 71.05, "PARKING METER TIME LIMITS; FEES," AND SECTION 71.06, PARKING METER VIOLATIONS," BY CREATING CHAPTER 76, "PARKING METERS," TO PLACE ALL REQUIREMENTS AND REGULATIONS FOR PARKING METERS IN ONE NEW CHAPTER; BY AMENDING SECTION 71.08, "PARKING FOR CERTAIN PURPOSES PROHIBITED; TOWING," TO DELETE CONFLICTING LANGUAGE; BY AMENDING SECTION 98.09, "ALSDORF PARK," TO DELETE REFERENCE TO PARKING METERS; BY AMENDING SECTION 98.10, " FEES," TO DELETE REFERENCE TO PARKING METERS AT OCEANSIDE AND PIER PARKING LOTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

for MARK E. BERMAN

/jrm
l:cor/dev-srv/2015-209

Attachment

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH AMENDING SECTION 70.11, "ILLEGALLY-PARKED VEHICLES," TO MODIFY PENALTIES FOR VIOLATIONS; BY DELETING SECTION 70.24, "PARKING METER ZONES," SECTION 71.05, "PARKING METER TIME LIMITS; FEES," AND SECTION 71.06, PARKING METER VIOLATIONS," BY CREATING CHAPTER 76, "PARKING METERS," TO PLACE ALL REQUIREMENTS AND REGULATIONS FOR PARKING METERS IN ONE NEW CHAPTER; BY AMENDING SECTION 71.08, "PARKING FOR CERTAIN PURPOSES PROHIBITED; TOWING," TO DELETE CONFLICTING LANGUAGE; BY AMENDING SECTION 98.09, "ALSDORF PARK," TO DELETE REFERENCE TO PARKING METERS; BY AMENDING SECTION 98.10, " FEES," TO DELETE REFERENCE TO PARKING METERS AT OCEANSIDE AND PIER PARKING LOTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 70.11, "Illegally- Parked Vehicles," of Chapter 70, "General Provisions," of the City of Pompano Beach Code of Ordinances is amended to read as follows:

§ 70.11 ILLEGALLY-PARKED VEHICLES.

. . .

(B) The owner or operator receiving a notice as provided in subsection (A) above shall pay to the city as a penalty for and in satisfaction of the violation the sum of $35. The penalty for parking in a space reserved for disabled persons without the parking permit, license plate, taglet or other statutorily recognized standard as required by law shall be the sum of $250. In the event the city is not noticed pursuant to the provisions as contained in subsection (C) below within 14 days of the issuance of the parking citation and the penalty assessed for the parking violation is not satisfied within 14 days of the issuance thereof, the penalty for the violation shall be increased by the sum of $12. ~~The penalty for parking in a space reserved for disabled persons without the parking permit, license plate, taglet or other statutorily recognized standard as required by law shall be the sum of $250.~~ Failure to pay any penalty for parking violations shall be a violation of this chapter and the responsible parties shall be subject to appropriate action which shall include, but not be limited to, the matter being turned over to a collection agency, ~~and/or~~ having an immobilizing device placed on the vehicle, commonly known as the "boot," or have a hold placed on the license plate, until such time as all unpaid citations have been paid.

. . .

SECTION 2. That Section 70.24, "Parking Meter Zones," of Chapter 70, "General Provisions," of the City of Pompano Beach Code of Ordinances is hereby deleted in its entirety.

SECTION 3. That Section 71.05, "Parking Meter Time Limits; Fees," of Chapter 71, "Traffic Rules," of the City of Pompano Beach Code of Ordinances is hereby deleted in its entirety.

SECTION 4. That Section 71.06, "Parking Meter Violations," of Chapter 71, "Traffic Rules," of the City of Pompano Beach Code of Ordinances is hereby deleted in its entirety.

SECTION 5. That Section 71.08, "Parking for Certain Purposes Prohibited; Towing," of Chapter 71, "Traffic Rules," of the City of Pompano Beach Code of Ordinances is amended to read as follows:

§ 71.08 Parking for Certain Purposes Prohibited; Towing.

(A) No person shall park a vehicle upon any street, city parking lot or other right-of-way for any purpose set forth below:

. . .

~~(3) For storage of the vehicle itself, or for any business purpose.~~

(~~4~~3) For storage of junk, debris or other items.

. . .

SECTION 6. That Chapter 76, "Parking Meters," of the City of Pompano Beach Code of Ordinances is hereby created to read as follows:

§ 76.01 PURPOSE.

The purpose of this chapter is to promote the public health, safety and general welfare upon the public parking lots and locations of the city by regulating the cost of metered parking; by regulating the time limit of parking in certain parking lots and areas; and to provide penalties for the violation of this chapter.

§ 76.02 DEFINITIONS.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning:

CAMPER AND RECREATIONAL VEHICLES. For the purposes of this chapter, the term shall include, but not be limited to, travel trailers, truck campers, motor homes, camping trailer, and van conversions.

HOLIDAY. For the purposes of this chapter, the term holiday shall include New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

PARKING METER OR METER. Any mechanical device or meter placed or erected for the regulation of parking at or within a public parking facility by authority of this chapter. This term includes ***MULTI-SPACE PARKING METER,*** which is any mechanical device or meter placed or erected for the regulation of more than one parking space at or within a public parking facility.

PARKING METER SPACE OR METER SPACE. Any space within a parking meter zone which is duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street.

PARKING METER ZONE. Any public parking facility upon which parking meters are installed and in operation. This term includes ***MULTI-SPACE PARKING METER ZONES,*** which are any space or group of spaces controlled

by a single multi-space parking meter. Parking spaces within parking meter zones are numbered so as to allow users to identify the appropriate space number in order to pay the appropriate fees to park in said spaces.

PUBLIC PARKING FACILITY. Any publicly owned parking lot, parking garage, parking space or parking area.

RESIDENCY. As used in this chapter may be established upon proof of any of the following:

(1) Pompano Beach residency may be established by the presentation of a declaration of domicile or a Broward County Voters Registration Certificate and valid picture identification which shows that the individual resides within the corporate limits of the City of Pompano Beach;

(2) Proof that the individual resides within the corporate limits of the city may be established by proof of property ownership, a copy of a current and validly executed lease agreement, and copies of a water, electric, gas or other utility bills that are less than 60 days old.

(3) The city may, in its sole discretion, during any period of time an individual enjoys the benefits of residency status, require the individual to present written documents to the appropriate city personnel to establish any of the forms of residency as set forth above. In addition, the individual may be requested to execute an affidavit under oath in which the individual declares that the representations made to the city regarding residency are true.

In the event that residency is established by an individual, that individual's spouse or minor children shall also be entitled to residency rates.

§ 76.03 IMPOSITION OF TIME LIMIT ON PARKING.

The provisions of this Chapter imposing a time limit on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing, or parking of vehicles in specified places or at specified times.

§ 76.04 ENFORCEMENT.

It shall be the duty of the Chief of Police or person in command of the city's law enforcement agency, or his designee, and any other person or entity designated and authorized by the city to provide parking enforcement services to enforce all the provisions of this Chapter.

§ 76.05 AUTHORITY TO ESTABLISH PARKING METER ZONES.

The City Manager, or Public Works Director are each authorized as follows:

(A) To determine and designate parking meter zones.

(B) To install and maintain as many parking meters as necessary in the parking meter zones, where it is determined that the installation of parking meters shall be necessary to aid in the regulation, control, and inspection of parking vehicles.

(1) The parking meters may be of whatever type determined by the City Commission.

(2) Each parking meter installed shall indicate by proper legend the legal parking time established by the City and when operated shall at all times indicate the balance of legal parking time, and at the expiration of the period shall indicate illegal or overtime parking.

(C) To erect signs in the parking meter zones limiting the hours of operation within the zones and giving notice thereof.

§ 76.06 PARKING METER ZONES AND FEES ESTABLISHED.

(A) Designation of Spaces; Installation of Meters; Cost of Parking or Standing Vehicle in Parking Meter Space.

(1) Table 76.06(A) establishes public parking facilities as Parking Meter Zones. The marking off of individual parking spaces in the Parking Meter Zones and the installation of parking meters in the spaces is authorized, ratified, and confirmed. The placement of the meters shall be in accordance with applicable City ordinances.

(2) The cost of parking or standing a vehicle shall be in conformance with Table 76.06(A). The only coins which the meters accept are United States currency.

TABLE 76.06(A): Designated Parking Meter Zones and Meter Fees

Zone	General Location	Meter Fee	
Alsdorf Boat Launching Facility Parking Lot	2974 NE 14th Street	Vehicle Only	$.25 per 12 minutes or $1.25 per hour
		Vehicle with trailer	$10.00 per 24-hour period
Atlantic Boulevard On-Street Parking	Atlantic Blvd, between SR A1A and N. Pompano Beach Blvd	$.25 per 12 minutes or $1.25 per hour	

Beach Plaza Parking Lot	North East Corner of Atlantic Blvd and North Pompano Beach Blvd	$.25 per 12 minutes or $1.25 per hour
Hillsboro Inlet Park	2700 North Ocean Boulevard	$.25 per 12 minutes or $1.25 per hour
NE 2nd Street On-Street Parking	North side of NE 2nd Street, between SR A1A and N. Pompano Beach Blvd	$.25 per 12 minutes or $1.25 per hour
NE 3rd Street On-Street Parking	South side of NE 2nd Street, between SR A1A and N. Pompano Beach Blvd	$.25 per 12 minutes or $1.25 per hour
North Ocean Park Parking Lot	3424 NE 16th Street	$.25 per 12 minutes or $1.25 per hour
Ocean Side Parking Lot	109 North Ocean Blvd	$.25 per 12 minutes or $1.25 per hour
Pier Parking Lot	221 North Pompano Beach Blvd	$.25 per 12 minutes or $1.25 per hour
Pier Restaurant Lot	222 North Pompano Beach Blvd	$.25 per 12 minutes or $1.25 per hour
Pompano Beach Boulevard On-Street Parking	East side of North Pompano Beach Boulevard	$.25 per 12 minutes or $1.25 per hour
SE 2nd Street On-Street Parking	Street end parking on SE 2nd Street, east of Briny Avenue	$.25 per 12 minutes or $1.25 per hour
SE 4th Street On-Street Parking	Street end parking on SE 4th Street, east of Briny Avenue	$.25 per 12 minutes or $1.25 per hour
SE 6th Street On-Street Parking	Street end parking on SE 6th Street, east of Briny Avenue	$.25 per 12 minutes or $1.25 per hour
SE 8th Street On-Street Parking	Street end parking on SE 8th Street, east of Briny Avenue	$.25 per 12 minutes or $1.25 per hour

(B) Operation of Parking Meters.

(1) Hours of Operation.

(a) Parking meters shall be in operation twenty-four (24) hours a day, every day including Sundays and holidays in all parking meter zones.

(b) Unless clearly indicated by signage at the Parking Meter Zone, the hours of operation for all Parking Meter Zones are 24 hours a day, seven days a week, including Sundays and holidays.

(c) Vehicles parked in a parking meter zone outside of the hours of operation are strictly prohibited and subject to a violations per §76.08(B).

(2) When any vehicle shall be parked in any parking space within one of the parking meter zones as described in Table 76.06(A), the operator of this vehicle shall, upon entering the parking meter space, immediately deposit or cause to be deposited in the parking meter the proper coinage or other funds of the United States as is required for the parking meter and as is designated by proper directions on the meter, and when required by the directions on the meter, the operator of the vehicle, after the deposit of the proper coinage or other funds, shall also set in operation the timing mechanism on the meter in accordance with directions properly appearing thereon, and failure to deposit the proper coinage or the proper funds, and to set the timing mechanism in operation when so required, shall constitute a violation of this subchapter. The following are exempted from this requirement:

(a) Vehicles parked in a period of emergency determined by an officer of the Fire Department or Law Enforcement Agency;

(b) Vehicles parked in compliance with the directions of a police officer, police aide, or traffic-control sign or signal; or

(c) Vehicles with a valid decal per § 76.06(C).

(d) Vehicles exempt under § 316.1964, F.S., to the extent set forth therein.

(3) Upon the deposit of the coinage or other funds (and the setting of the timing mechanism in operation when so required), the parking space may be lawfully occupied by the vehicle during the period of time which has been prescribed for the part of the street in which the parking space is located, provided that any person placing a vehicle in a parking meter space adjacent to a meter which indicates that unused time has been left in the meter by the previous occupant of the space shall not be required to deposit funds so long as his occupancy of the space does not exceed the indicated unused parking time.

(C) Parking Permits for Certain Zones.

(1) A "resident parking permit decal" may be purchased from the City's Treasury Division Office by all residents which shall authorize the parking of the vehicle for which the permit was acquired in any parking meter space located within the Pier Parking Lot and Oceanside Parking Lot as described

in Table 76.06(A) without requiring the payment of money into the space's parking meter from 6:00 a.m. until 8:00 p.m. daily.

(a) The cost of a 12-month decal shall be $60.00, including applicable taxes.

(b) The cost of a 12-month decal for a second vehicle shall be $10.00, including applicable taxes.

(c) The cost of a 6-month decal shall be $30.00, including applicable taxes.

(2) A "monthly overnight parking permit decal" may be purchased from the City's Treasury Division Office by all residents and non-residents which shall authorize the parking of the vehicle for which the permit was acquired in any parking meter space located within the Oceanside Parking Lot as described in Table 76.06(A) without requiring the payment of money into the space's meter overnight.

(a) The cost of the monthly overnight decal shall be $30.00, including applicable taxes.

(3) Each permit shall cover the specified time period for the permit, from the date of purchase. The application procedure and the form of the permit shall be determined by the City Manager.

(4) Permits are not valid for special events, as may be determined by the City Manager.

(D) Collection of Deposited Moneys. The City administration shall provide for the regular collection of the money deposited in the parking meters. All of the money shall be deposited into the Parking Enterprise Fund of the City.

§ 76.07 TIME LIMITED PARKING ZONES.

The City Manager or Public Works Director are each authorized to determine and designate time limited parking zones, where it is determined that the limitation on the length of time vehicles may be parked shall be necessary to aid in the regulation, control, and inspection of parking vehicles.

(A) Two-Hour Parking Zone. Parking or standing a vehicle in a designated space in a public parking facility described in subsection (2)(a) below shall be lawful for a maximum of two (2) hours.

(B) Eight-Hour Parking Zone. Parking or standing a vehicle in a designated space in a public parking facility described in subsection (2)(a) below shall be lawful for a maximum of eight (8) hours.

§ 76.08 ENFORCEMENT.

(A) Certain Acts Prohibited and subject to Penalty per City Code of Ordinances 10.99, General Penalty.

It shall be unlawful and a violation of the provisions of this Chapter, subject to penalty per City Code of Ordinances 10.99, General Penalty, for any person to:

(1) Deface a parking permit or transfer a parking permit from the vehicle for which it was acquired to another vehicle without approval in advance of the City Manager;

(2) Deface, injure, tamper with, open, break, destroy, or impair the usefulness of any parking meter installed under the provisions of this subchapter; or

(3) Deposit or cause to be deposited in any parking meter any slugs, device, or metal substance, or other substitute for lawful coins.

(B) Certain Acts Prohibited and subject to Penalty per City Code of Ordinances 70.11, Illegally Parked Vehicles.

It shall be unlawful and a violation of the provisions of this Chapter, subject to penalty per City Code of Ordinances 70.11, Illegally Parked Vehicles, for any person to cause, allow, permit, or suffer any vehicle registered in his name to:

(1) Be parked in a parking meter zone and failing to pay the meter fee;

(2) Be parked beyond the parking time limit set for that parking space;

(3) Be parked in any parking space adjacent to any parking meter while the meter is displaying a signal indicating that the vehicle occupying the parking space has already been parked beyond the period prescribed for the parking space;

(4) Be parked in a parking meter zone outside of the hours of operation;

(5) Be parked in a time limited parking zone for longer than the maximum time permitted;

(6) Be parked a camper or recreational vehicle within a parking meter zone or time limited parking zone for any period of time between the hours of 10:00 p.m. and 6:00 a.m., if signage is provided the specifically prohibits this activity;

(7) Be parked across any line or marking of a parking space or in a position that the vehicle shall not be entirely within the area designated by the lines or markings;

(8) Be parked in a parking meter zone or time limited parking zone without a current valid registration;

(9) Be parked in any parking space in a parking meter zone or time limited parking zone in such a manner as to face oncoming, opposing traffic, whether or not curbing is present;

(10) Be parked in any parking space in a parking meter zone or time limited parking zone with the rear end of the vehicle facing into the space provided for parking, if signage is provided the specifically prohibits back-in parking;

(11) Be parked in any parking space designated as a handicapped parking space without displaying a permit for handicapped parking which has been issued by a governmental agency having the authority to issue the permit;

(12) Be parked in a parking meter zone or time limited parking zone which requires a parking permit without displaying a valid permit; or

(13) Be parked in a parking meter zone or time limited parking zone for any purpose set forth in City Code of Ordinances § 71.08, Parking For Certain Purposes Prohibited; Towing.

SECTION 7. That Section 98.09, "Alsdorf Park," of Chapter 98, "Parks and Playgrounds," of the City of Pompano Beach Code of Ordinances is amended to read as follows:

§ 98.09 ALSDORF PARK.

. . .

~~(B) A meter device shall be installed at the Alsdorf Boat Launching facility. The parking fee for motor vehicles with trailers shall be $10 per 24-hour period.~~

~~(C) Parking meters shall be installed in the areas not specifically designated for motor vehicles with trailers. The parking fee shall be $0.25 for each 12 minutes.~~

(~~D~~ B) Vessels may be tied to the public parallel dock for a maximum total of four hours per any 24-hour period and signage advising this time limitation shall be posted at various locations along said dock. It shall be

unlawful for any vessel to remain tied to or otherwise docked at the public parallel dock in excess of the four-hour maximum time period, and the owner or operator of any vessel in violation of this division may be cited for the violation which shall constitute an infraction punishable by a fine of $250 for each occurrence. Vessels that become disabled and incapable of self-propulsion must furnish proof of same to law enforcement officers or city Parks and Recreation staff, and may remain at the public parallel dock for a maximum total of eight hours per any 24-hour period or be subject to the fine set forth above.

SECTION 8. That Section 98.10, "Fees," of Chapter 98, "Parks and Playgrounds," of the City of Pompano Beach Code of Ordinances is amended to read as follows:

§ 98.10 FEES.

. . .

~~(C) Oceanside and Pier Parking Lots.~~

~~(1) The Oceanside Parking Lot and Pier Parking Lot both have parking meters with a parking fee of $0.25 for each 12 minutes.~~

~~(2) As an alternative to the payment of fees to the parking meters, parking permit decals may be purchased by city residents through a Parking Permit Application obtained from the Treasury Division.~~

~~(a) Annual resident parking permit decals may be purchased at the Treasury Division Office in City Hall at the annual rate of $60.00, which includes sales tax. Also, a semi-annual resident parking permit decal may be purchased for $30.00, which includes sales tax. A resident parking permit decal may also be purchased for a second vehicle for $10.00, which includes sales tax. Resident parking permit decals authorize parking from 6:00 a.m. to 8:00 p.m.~~

~~(b) Oceanside Parking Lot monthly permits may also be purchased at the Treasury Division for $30.00 per month, which includes sales tax, to allow overnight parking privileges. These monthly parking lot permits for the Oceanside Parking Lot are for use by non- residents or residents seeking to park in this lot overnight.~~

~~(c) All applicants for any resident parking permit must provide proof of city residency.~~

SECTION 9. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 10. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 20__.

PASSED SECOND READING this _____ day of _____, 20__.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

MEB/jrm
12/11/14
l:ord/Ch76/2014-399 final

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Development Services

MEMORANDUM NO. 14-282

DATE: July 2, 2014

TO: Gordon Linn, City Attorney

VIA: Robin M. Bird, Development Services Director RB

FROM: Karen Friedman, AICP, Planner KBF

SUBJECT: Request for Ordinances: Ch. 76, Parking Meters.

In conjunction with input from several other departments, the proposed text amendments establish a new Code of Ordinances section, Ch 76: Parking Meters. This new code section consolidates all of the existing standards found throughout the Code of Ordinances related to parking meters (Ch. 70, 71, and 98).

Staff would like to have the first reading of the ordinance at the September 9, 2014 City Commission Hearing.

Please review the proposed Ch 76 and draft the necessary Ordinance.

Should you have any questions or comments, please contact me at extension 7792 or email me at Karen.Friedman@copbfl.com.

G:\Zoning 2009\Code Rewrite\Code Amendments\76_ParkingMeters\Memo_CityAtty_RequestForOrd.doc

TITLE VII: TRAFFIC CODE

CHAPTER 76: PARKING METERS

§ 76.01 PURPOSE

The purpose of this chapter is to promote the public health, safety and general welfare upon the public parking lots and locations of the city by regulating the cost of metered parking; by regulating the time limit of parking in certain parking lots and areas; and to provide penalties for the violation of this chapter.

§ 76.02 DEFINITIONS

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning:

CAMPER AND RECREATIONAL VEHICLES. For the purposes of this chapter, the term shall include, but not be limited to, travel trailers, truck campers, motor homes, camping trailer, and van conversions.

HOLIDAY. For the purposes of this chapter, the term holiday shall include New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

PARKING METER OR METER. Any mechanical device or meter placed or erected for the regulation of parking at or within a public parking facility by authority of this chapter. This term includes ***MULTI-SPACE PARKING METER,*** which is any mechanical device or meter placed or erected for the regulation of more than one parking space at or within a public parking facility.

PARKING METER SPACE OR METER SPACE. Any space within a parking meter zone adjacent to a parking meter and which is duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street adjacent to or adjoining the parking meters.

PARKING METER ZONE. Any public parking facility upon which parking meters are installed and in operation. This term includes ***MULTI-SPACE PARKING METER ZONES,*** which are any space or group of spaces controlled by a single multi-space parking meter. Within parking meter zone spaces are numbered so as to allow users to identify the appropriate space number in order to pay the appropriate fees to park in said spaces.

PUBLIC PARKING FACILITY. Any publicly owned parking lot, parking garage, parking space or parking area.

RESIDENCY. As used in this chapter may be established upon proof of any of the following:

(1) Pompano Beach residency may be established by the presentation of a declaration of domicile or a Broward County Voters Registration Certificate and valid picture identification which show that the individual resides within the corporate limits of the City of Pompano Beach;
(2) Proof that the individual resides within the corporate limits of the city may be established by proof of property ownership, a copy of a current and validly executed lease agreement, and copies of a water, electric, gas or other utility bills that are less than 60 days old.
(3) The city may, in its sole discretion, during any period of time an individual enjoys the

benefits of residency status, require the individual to present written documents to the appropriate city personnel to establish any of the forms of residency as set forth above. In addition, the individual may be requested to execute an affidavit under oath in which the individual declares that the representations made to the city regarding residency are true.
In the event that residency is established by an individual, that individual's spouse or minor children shall also be entitled to residency rates.

§ 76.03 IMPOSITION OF TIME LIMIT ON PARKING

The provisions of this Chapter imposing a time limit on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing, or parking of vehicles in specified places or at specified times.

§ 76.04 ENFORCEMENT BY CHIEF OF POLICE

It shall be the duty of the Chief of Police to enforce all the provisions of this Chapter.

§ 76.05 AUTHORITY TO ESTABLISH PARKING METER ZONES.

The Chief of Police or his designee is authorized as follows:

(A) To determine and designate parking meter zones.

(B) To install and maintain as many parking meters as necessary in the parking meter zones, where it is determined that the installation of parking meters shall be necessary to aid in the regulation, control, and inspection of parking vehicles.

(1) The parking meters may be of whatever type determined by the City Commission.

(2) Each parking meter installed shall indicate by proper legend the legal parking time established by the City and when operated shall at all times indicate the balance of legal parking time, and at the expiration of the period shall indicate illegal or overtime parking.

(C) To erect signs in the parking meter zones limiting the hours of operation within the zones and giving notice thereof.

§ 76.06 PARKING METER ZONES.

(A) Designation of Spaces; Installation of Meters.

The following public parking facilities shall constitute Parking Meter Zones. The marking off of individual parking spaces in the Parking Meter Zones and the installation of parking meters in the spaces is authorized, ratified, and confirmed. The placement of the meters shall be in accordance with applicable City ordinances.

TABLE 76.06(A): Designated Parking Meter Zones

Zone	General Location
Pier Restaurant Lot	222 North Pompano Beach Blvd
Pier Parking Lot	221 North Pompano Beach Blvd
Ocean Side Parking Lot	109 North Ocean Blvd
Beach Plaza Parking Lot	North East Corner of Atlantic Blvd and North Pompano Beach Blvd
The Harbor Village Shops Parking Lots	North side of Atlantic Blvd, between NE 26th Ave and NE 28th Ave

Atlantic Boulevard On-Street Parking	Atlantic Blvd, between SR A1A and N. Pompano Beach Blvd
NE 2nd Street On-Street Parking	North side of NE 2nd Street, between SR A1A and N. Pompano Beach Blvd
NE 3rd Street On-Street Parking	South side of NE 2nd Street, between SR A1A and N. Pompano Beach Blvd
Pompano Beach Boulevard On-Street Parking	East side of North Pompano Beach Boulevard
North Ocean Park Parking Lot	3424 NE 16th Street
Alsdorf Boat Launching Facility Parking Lot	2974 NE 14th Street

(B) Operation of Parking Meters.

(1) Parking meters shall be in operation twenty-four (24) hours a day, every day including Sundays and holidays in all parking meter zones. However if a parking meter zone's hours of operation are not twenty-four (24) hours a day, every day including Sundays and holidays, this shall be clearly indicated by signage at the zone. Vehicles may not be parked in the parking meter zone outside of the hours of operation.

(2) When any vehicle shall be parked in any parking space within one of the parking meter zones as described in Table 76.06(A), the operator of this vehicle shall, upon entering the parking meter space, immediately deposit or cause to be deposited in the parking meter the proper coin of the United States as is required for the parking meter and as is designated by proper directions on the meter, and when required by the directions on the meter, the operator of the vehicle, after the deposit of the proper coin or coins, shall also set in operation the timing mechanism on the meter in accordance with directions properly appearing thereon, and failure to deposit the proper coin, and to set the timing mechanism in operation when so required, shall constitute a violation of this subchapter. The following are exempted from this requirement:

(a) Vehicles parked in a period of emergency determined by an officer of the Fire or Police Department;

(b) Vehicles parked in compliance with the directions of a police officer, police aide, or traffic-control sign or signal; or

(c) Vehicles with a valid decal per Section 76.07(B).

(3) Upon the deposit of the coin (and the setting of the timing mechanism in operation when so required), the parking space may be lawfully occupied by the vehicle during the period of time which has been prescribed for the part of the street in which the parking space is located, provided that any person placing a vehicle in a parking meter space adjacent to a meter which indicates that unused time has been left in the meter by the previous occupant of the space shall not be required to deposit a coin so long as his occupancy of the space does not exceed the indicated unused parking time.

§ 76.07 FEE ESTABLLISHED FOR PARKING METER ZONES.

(A) Cost of Parking or Standing Vehicle in Parking Meter Space.

(1) The cost of parking or standing a vehicle in a parking meter space located in all parking meter zones as described in Table 76.06(A) shall be $.25 per 12 minutes or $1.25 per hour.

(2) The cost of parking or standing a vehicle with a trailer in a parking meter space located at

the Alsdorf Boat Launching facility parking lot shall be $10.00 per 24-hour period.

(3) The only coins which the meters accept are United States currency.

(B) Parking Permits for Certain Lots.

(1) A "resident parking permit decal" may be purchased from the City's Treasury Division Office by all residents which shall authorize the parking of the vehicle for which the permit was acquired in any parking meter space located within the Pier Parking Lot and Oceanside Parking Lot as described in Table 76.06(A) without requiring the payment of money into the space's parking meter from 6:00 a.m. until 8:00 p.m. daily.

(a) The cost of a 12-month decal shall be $60.00, including applicable taxes.

(b) The cost of a 12-month decal for a 2nd vehicle shall be $10.00, including applicable taxes.

(c) The cost of a 6-month decal shall be $30.00, including applicable taxes.

(2) A "monthly overnight parking permit decal" may be purchased from the City's Treasury Division Office by all residents and non-residents which shall authorize the parking of the vehicle for which the permit was acquired in any parking meter space located within the Oceanside Parking Lot as described in Table 76.06(A) without requiring the payment of money into the space's meter overnight.

(a) The cost of the monthly overnight decal shall be $30.00, including applicable taxes.

(3) Each permit shall cover the specified time period for the permit, from the date of purchase. The application procedure and the form of the permit shall be determined by the City Manager.

(4) Permits are not valid for special events, as may be determined by the City Manager.

(E) Interim Incentive for The Harbor Village Shops Parking Lot.

In order to encourage consumer activity, the following interim incentive for The Harbor Village Parking Lot is established:

(1) The interim incentive shall be in effect for one year from the date of adoption of this ordinance. Notwithstanding the foregoing, the City Commission, may, for any reason and in its sole discretion, discontinue this interim incentive program at any point during the one year.

(2) A portion of the meter spaces, as indicated by signage within the Harbor Village Shops Parking Lot, shall not be required to pay for parking for the first one hour.

(3) A portion of the meter spaces, as indicated by signage within the Harbor Village Shops Parking Lot, shall not be required to pay for parking for the first two hours.

(F) Collection of Deposited Moneys.

The City administration shall provide for the regular collection of the money deposited in the parking meters. All of the money shall be deposited into the Parking Enterprise Fund of the City.

§ 76.08 TIME LIMITED PARKING ZONES.

The Chief of Police or his designee is authorized to determine and designate time limited parking zones, where it is determined that the limitation on the length of time vehicles may be parked shall be necessary to aid in the regulation, control, and inspection of parking vehicles.

(A) Two-Hour Parking Zone.

Parking or standing a vehicle in a designated space in a public parking facility described in subsection (2)(a) below shall be lawful for a maximum of two (2) hours.

(1) The two-hour parking limit shall be in effect every day between the hours of 8:00 a.m. and 6:00 p.m., except for Sundays and holidays.

(2) The following public parking facilities shall constitute two-hour parking zones.

(a) The Chief of Police shall mark off individual parking spaces and enforce a two-hour parking restriction in the following described parking areas:

(B) Eight-Hour Parking Zone

Parking or standing a vehicle in a designated space in a public parking facility described in subsection (2)(a) below shall be lawful for a maximum of eight (8) hours.

(1) The eight-hour parking limit shall be in effect every day between the hours of 8:00 a.m. and 6:00 p.m., except for Sundays and holidays.

(2) The following public parking facilities shall constitute eight-hour parking zones.

(a) The Chief of Police shall mark off individual parking spaces and enforce an eight-hour parking restriction in the following described parking areas:

§ 76.09 ENFORCEMENT.

(A) Certain Acts Prohibited and subject to Penalty per City Code of Ordinances 10.99, General Penalty.

It shall be unlawful and a violation of the provisions of this Chapter, subject to penalty per City Code of Ordinances 10.99, General Penalty, for any person to:

(1) Deface a parking permit or transfer a parking permit from the vehicle for which it was acquired to another vehicle without approval in advance of the City Manager;

(2) Deface, injure, tamper with, open, break, destroy, or impair the usefulness of any parking meter installed under the provisions of this subchapter; or

(3) Deposit or cause to be deposited in any parking meter any slugs, device, or metal substance, or other substitute for lawful coins.

(B) Certain Acts Prohibited and subject to Penalty per City Code of Ordinances 70.11, Illegally Parked Vehicles.

It shall be unlawful and a violation of the provisions of this Chapter, subject to penalty per City Code of Ordinances 70.11, Illegally Parked Vehicles, for any person to cause, allow, permit, or suffer any vehicle registered in his name to:

(1) Be parked beyond the parking time limit set for that parking space;

(2) Be parked in any parking space adjacent to any parking meter while the meter is displaying a signal indicating that the vehicle occupying the parking space has already been parked beyond the period prescribed for the parking space;

(3) Be parked in a parking meter zone outside of the hours of operation as indicated at public parking facility;

(4) Be parked in a time limited parking zone for longer than the maximum time designated by signage at the public parking facility;

(5) Be parked a camper or recreational vehicle within a parking meter zone or time limited parking zone for any period of time between the hours of 10:00 p.m. and 6:00 a.m., if signage is provided the specifically prohibits this activity;

(6) Be parked across any line or marking of a parking space or in a position that the vehicle shall not be entirely within the area designated by the lines or markings;

TITLE VII: TRAFFIC CODE
CHAPTER 70: GENERAL PROVISIONS

ENFORCEMENT

***

§ 70.11 ILLEGALLY-PARKED VEHICLES

***

(B) The owner or operator receiving a notice as provided in subsection (A) above shall pay to the city as a penalty for and in satisfaction of the violation the sum of $35. The penalty for parking in a space reserved for disabled persons without the parking permit, license plate, taglet or other statutorily recognized standard as required by law shall be the sum of $250. In the event the city is not noticed pursuant to the provisions as contained in subsection (C) below within 14 days of the issuance of the parking citation and the penalty assessed for the parking violation is not satisfied within 14 days of the issuance thereof, the penalty for the violation shall be increased by the sum of ~~$12~~ $25. ~~The penalty for parking in a space reserved for disabled persons without the parking permit, license plate, taglet or other statutorily recognized standard as required by law shall be the sum of $250.~~ Failure to pay any penalty for parking violations shall be a violation of this chapter and the responsible parties shall be subject to appropriate action which shall include, but not be limited to, the matter being turned over to a collection agency, ~~and/or~~ having an immobilizing device placed on the vehicle, commonly known as the "boot," or have a hold placed on the license plate, until such time as all unpaid citations have been paid.

***

Traffic Control Devices

***

~~§ 70.24 PARKING METER ZONES.~~

~~The Chief of Police or his designee is authorized to determine and designate metered parking zones, and install and maintain as many parking meters as necessary in the metered parking zones, where it is determined that the installation of parking meters shall be necessary to aid in the regulation, control, and inspection of parking vehicles. The parking meters may be of whatever type determined by the City Commission.~~

***

CHAPTER 71: TRAFFIC RULES

***

~~§ 71.05 PARKING METER TIME LIMITS; FEES.~~

~~(A) In all metered parking zones, excluding Alsdorf Park Lot A (Boat Launching Facility), parking or standing a vehicle in a designated space shall be lawful upon the deposit of $.25 for each 12 minutes.~~

~~(B) Parking meters shall be in operation twenty-four (24) hours a day, every day including Sundays and holidays in all metered parking zones.~~

~~(C) Parking meter time limits and fees may be waived by the City Manager for such special events that may serve to promote the interests of the city or at such other times as the City Manager may determine. In the event that the City Manager denies a waiver of parking meter time limits and/or fees, the person or entity requesting the waiver may petition the City Commission and, for good cause shown, the City Commission may grant the waiver.~~

~~§ 71.06 PARKING METER VIOLATIONS.~~

~~It shall be unlawful and a violation of the provisions of this chapter for any person to do the following.~~

~~(A) To cause, allow, permit, or suffer any vehicle registered in the name of, or operated by the person to be parked overtime, or beyond the period of legal parking time established for any parking meter zone.~~

~~(B) To permit any vehicle to remain or be placed in any parking space adjacent to any parking meter while the meter is displaying a signal indicating that the vehicle occupying the parking space has already been parked beyond the period prescribed for the parking space.~~

~~(C) To park any vehicle across any line or marking of a parking meter space or in a position so that the vehicle shall not be entirely within the area designated by the lines or markings.~~

~~(D) To deface, injure, tamper with, open, or willfully break, destroy, or impair the usefulness of any parking meter, or to deposit or cause to be deposited in any parking meter any slug, device, or metal substance, or other substitute for lawful coins.~~

***

CHAPTER 98: PARKS AND PLAYGROUNDS

***

§ 98.09 ALSDORF PARK.

***

~~(B) A meter device shall be installed at the Alsdorf Boat Launching facility. The parking fee for motor vehicles with trailers shall be $10 per 24-hour period.~~

~~(C) Parking meters shall be installed in the areas not specifically designated for motor vehicles with trailers. The parking fee shall be $0.25 for each 12 minutes.~~

***

§ 98.10 FEES.

***

~~(C) Oceanside and Pier Parking Lots.~~

~~(1) The Oceanside Parking Lot and Pier Parking Lot both have parking meters with a parking fee of $0.25 for each 12 minutes.~~

~~(2) As an alternative to the payment of fees to the parking meters, parking permit decals may be purchased by city residents through a Parking Permit Application obtained from the Treasury Division.~~

~~(a) Annual resident parking permit decals may be purchased at the Treasury Division Office in City Hall at the annual rate of $60.00, which includes sales tax. Also, a semi-annual resident parking permit decal may be purchased for $30.00, which includes sales tax. A resident parking permit decal may also be purchased for a second vehicle for $10.00, which includes sales tax. Resident parking permit decals authorize parking from 6:00 a.m. to 8:00 p.m.~~

~~(b) Oceanside Parking Lot monthly permits may also be purchased at the Treasury Division for $30.00 per month, which includes sales tax, to allow overnight parking privileges. These monthly parking lot permits for the Oceanside Parking Lot are for use by non-residents or residents seeking to park in this lot overnight.~~

~~(c) All applicants for any resident parking permit must provide proof of city residency.~~

Meeting Date: 1/13/2015 Agenda Item 33

REQUESTED COMMISSION ACTION:

Consent	X Ordinance	Resolution	Consideration/ Discussion	Presentation

SHORT TITLE AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN MAP AMENDMENT FOR PROPERTY LOCATED AT 1400-1600 NW 33rd STREET; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON NOVEMBER 19, 2014; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The Applicant is proposing a change in the land use designation of the 2.413 gross acre property located on the south side of NW 33rd Street, approximately one half-mile west of the N. Andrews Avenue Extension. Currently the property has an Industrial (I) Land Use designation. The Applicant is requesting a change in land use to Medium Residential (M). The property is currently a mobile home park; therefore, the purpose for the request is to make the land use consistent with the existing use. Final reading of the ordinance will be held after it can be heard at the Broward County Planning Council and the Broward County Commission. In a unanimous vote, the Planning & Zoning Board recommended approval of this Land Use Element Map amendment.

(1) Origin of request for this action: 1600 Corporation, Property Owner
(2) Primary staff contact: Robin M. Bird/ Maggie Barszewski Ext. 7921
(3) Expiration of contract, if applicable: N/A
(4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	11/7/14	Approval	Memo# 14-515
City Attorney	12/5/14	—	CAC# 2015-312

X Planning and Zoning Board Approval Memo #14-078
X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	
Workshop			
1st Reading	1st Reading	Results:	Results:
2nd Reading			

g:\zoning 2009\rezonings & lupa's\2013\13-93000003 1600 corporation sslup\cc\agenda form memo no. 14-571.doc

City Attorney's Communication #2015-312
December 5, 2014

TO: Maggie Barszewski, AICP, Planner

FROM: Gordon B. Linn, City Attorney

RE: Ordinance to Amend the Future Land Use Designation for Property Located at 1400-1600 NW 33rd Street

As requested in your memorandum to me of December 3, 2014, Development Services Department Memorandum #14-559, I have reviewed the draft ordinance regarding amending the Future Land Use Designation that was attached to your memorandum and find same to be acceptable as to legal form and content.

Should you have any further questions regarding this matter, please feel free to contact me.

GORDON B. LINN

GBL/jrm
l:cor/dev-srvc/2015-312

ORDINANCE NO. 2015 -____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN MAP AMENDMENT FOR PROPERTY LOCATED AT 1400-1600 NW 33rd STREET; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON NOVEMBER 19, 2014; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 163.3184 F.S., the Planning and Zoning Board/Local Planning Agency held a duly noticed public hearing on November 19, 2014 on the proposed amendments to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan, and subsequently recommended approval to the City Commission; and

WHEREAS, said amendment proposes to change a Land Use Plan map designation of 2.413 gross acres in the Industrial (I) land use category to a Medium Residential (M) land use designation that will allow a maximum of 39 dwelling units, for the property legally described in Exhibit A; and.

WHEREAS, pursuant to Ch. 163.3187, Florida Statutes the City Commission held at least one duly noticed public hearing on the proposed amendment to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan; and

WHEREAS, at the public hearings, the parties having an interest and all other citizens so desiring had an opportunity to be and were in fact heard; and

WHEREAS, all staff reports, minutes of meetings, findings of fact and support documents are hereby incorporated by reference; and

WHEREAS, the City Commission has considered the application in its entirety, staff reports, minutes of meetings, findings of fact and support documents and determines the request is in the best interests of the City; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That the foregoing application recitals, findings of fact, minutes of meetings and all staff reports and documents are true and correct, and are hereby incorporated by reference and transmitted.

SECTION 2: That duly noticed public hearing was held on November 19, 2014 by the Local Planning Agency in compliance with Section 163, Florida Statutes, to consider the referenced Future Land Use Map Amendment.

SECTION 3: That the City Commission hereby adopts the amendment to the City of Pompano Beach Future Land Use Map to change the land use designation from Industrial (I) land use category to a Medium Residential (M) on 2.413 gross acres, for the 1600 Corporation request located at 1400-1600 NW 33rd Street, as legally described in Exhibit A attached hereto and made a part hereof.

SECTION 4: That the City Clerk is directed to transmit a certified copy of this Ordinance to the Department of Economic Opportunity and required State Agencies for review under the Small Scale amendment process allowed by Ch. 163.

SECTION 5: The City Clerk is directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with the City's amended Future Land Use Map for the Planning Council to recertify the City Future Land Use Map.

SECTION 6: That in the event any provision or application of this Ordinance shall be held invalid, it is the legislative intent that the other provisions and applications thereof shall not be thereby affected;

SECTION 7: That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

SECTION 8: That this Ordinance shall take effect immediately upon its passage and adoption, but the amendments shall not become effective until the Broward County Planning Council recertifies the City Comprehensive Plan as consistent with the County Land Use Plan.

PASSED FIRST READING THIS 13th DAY OF JANUARY, 2015

PASSED SECOND READING THIS _____ DAY OF_____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS
CITY CLERK

Exhibit A
Legal Description

Lot 49, Pompano Farms (unrecorded) described as follows:

The West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 22, Township 48 South, Range 42 East, Broward County, Florida; LESS the North 25.00 feet thereof.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 104,927 square feet or 2.4088 acres more or less.

PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #14-073

DATE: November 25, 2014

TO: City Commission

FROM: Planning and Zoning Board/ Local Planning Agency

SUBJECT: Future Land Use Amendment – 1600 Corp
P & Z #13-93000003 Project: 1600 Corp

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on November 19, 2014, the Board considered the request by **1600 Corp** requesting a FUTURE LAND USE AMENDMENT of the property located at 1600 NW 33rd ST from Industrial (I) to Medium Density Residential (M).

It is the unanimous recommendation of the Board that the FUTURE LAND USE AMENDMENT request be approved.

Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency

MDS
G:\Zoning 2009\Rezonings & LUPA's\2013\13-93000003 1600 Corporation SSLUP\P&Z\13-93000003 PZ_Recommendation Memo 14-073.doc

pompano beach
Florida's Warmest Welcome

MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 14-515

DATE: November 7, 2014

TO: Planning and Zoning Board

VIA: Robin M. Bird, Development Services Director

FROM: Maggie Barszewski, AICP, Planner

RE: 1600 Corporation Mobile Home Site LUPA Small Scale Future Land Use Map Amendment
November 19, 2014 meeting P&Z # 13-93000003

Request
The Applicant is proposing a change in the future land use designation of a 2.413 gross-acre parcel. The subject property is generally located on the south side of NW 33rd Street, approximately one half-mile west of the N. Andrews Avenue Extension, as described in **Exhibit A**. Currently the parcel has an Industrial Future Land Use designation. The Applicant is requesting a change in land use to Medium Residential (M).

Proposed Development
The proposed land use would permit a maximum of 39 dwelling units; however the applicant has indicated an intent to continue using the subject property as it currently exists, which is as a mobile home park.

A. Existing Land Use Designations - Density/Intensities
The land use that is currently permitted by the adopted Future Land Use Map designation within this 2.413 gross-acre area is shown in Table 1. The Pompano Beach Comprehensive Plan does not have a Floor-Area-Ratio for Industrial land use; therefore in order to conduct a capacity analysis for Industrial, the Broward County Planning Council recommends a 10,000 sq. ft. per acre capacity be used.

Table 1
Maximum Capacity for Existing Land Use

Land Use Designation	Density/Intensity	Gross Acres	Units/SF
Industrial	10,000/acre*	2.413	24,130 sq.ft.

*Based upon the Broward County Planning Council

B. Proposed Land Use Designation - Density/Intensities
The density allowed by the proposed Medium Residential land use for the property is shown below in Table 2.

Table 2
Maximum Capacity for Proposed Land Use

Land Use	Type of Use	Gross Acres	Dwelling Units
Medium 10-16 du/acre	Multi-Family	2.413	39 du

LEGEND

FOR LAND USE PLAN

	Symbol	Classification Units/ Acre
		Gross Residential Density
		Residential
	E	Estate
	L	Low
	LM	Low- Medium
>	M	Medium
	MH	Medium-High
	H	High
	C	Commercial
	CR	Commercial Recreation
*	I	Industrial
	T	Transportation
	U	Utilities
	CF	Community Facilities
	OR	Recreation & Open Space
	W	Water
	RAC	Regional Activity Center
		Boundaries
		City of Pompano Beach
	13	Number

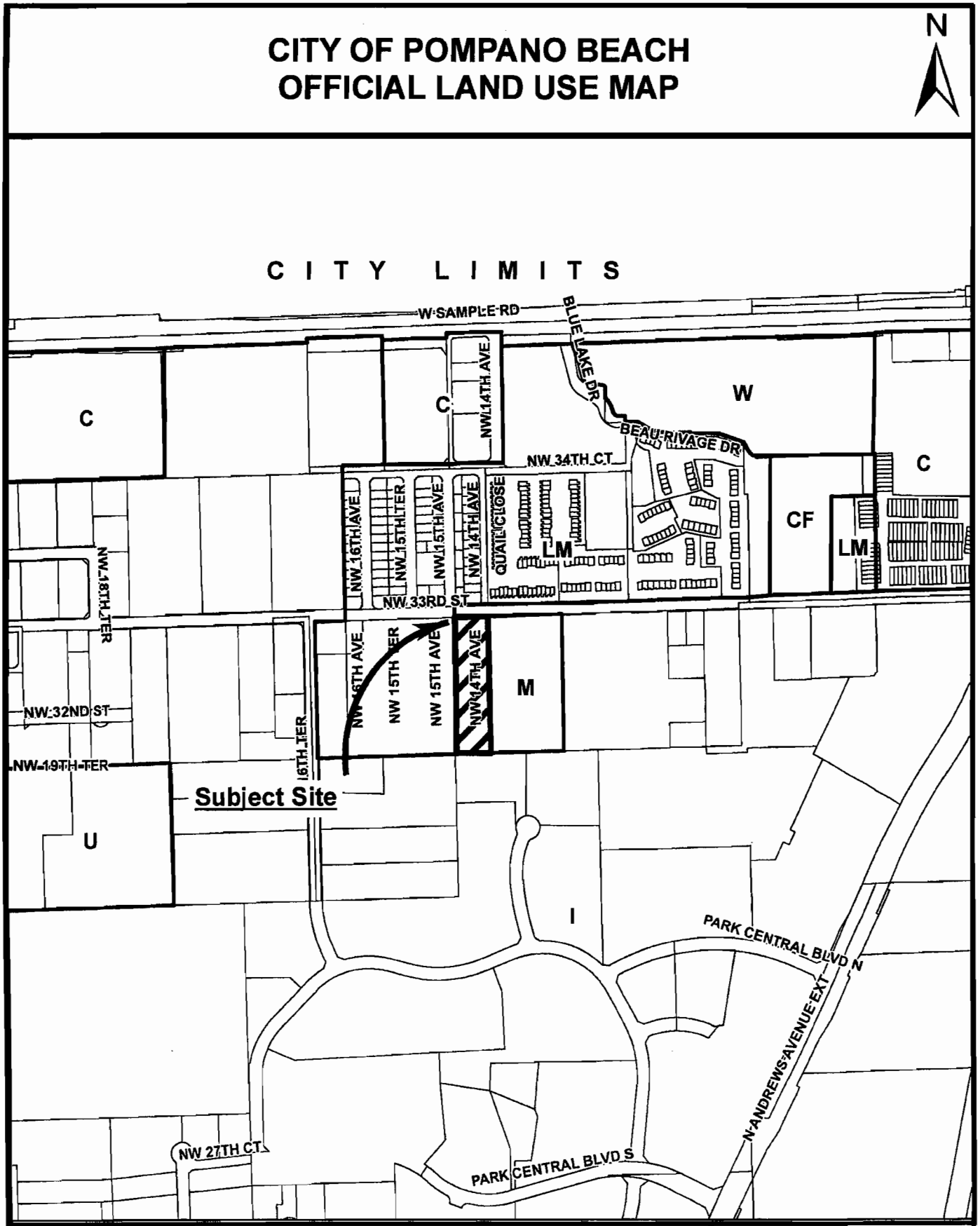
Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

*	**Existing**
>	**Proposed**

FOR ZONING MAP

	Symbol	District
	RS-1	One-Family Residence
	RS-2	One-Family Residence
	RS-3	One-Family Residence
	RS-4	One-Family Residence
	RD-1	Two- Family Residence
	RM-12	Multi-Family Residence
	RM-20	Multi-Family Residence
	RM-30	Multi-Family Residence
	RM-45	Multi-Family Residence
	RM-45/HR	Overlay
	RPUD	Residential Planned Unit Dev.
	AOD	Atlantic Boulevard Overlay District
>*	MH-12	Mobile Home Park
	B-1	Limited Business
	B-2	Neighborhood Business
	B-3	General Business
	B-4	Heavy Business
	RO	Residence Office
	M-1	Marina Business
	M-2	Marina Industrial
	I-1	General Industrial
	I-1X	Special Industrial
	O-IP	Office Industrial Park
	BP	Business Parking
	BSC	Planned Shopping Center
	PCI	Planned Commercial / Industrial Overlay
	PR	Parks & Recreation
	CR	Commerical Recreation
	CF	Community Facilities
	T	Transportation
	PU	Public Utility

CITY OF POMPANO BEACH
OFFICIAL LAND USE MAP



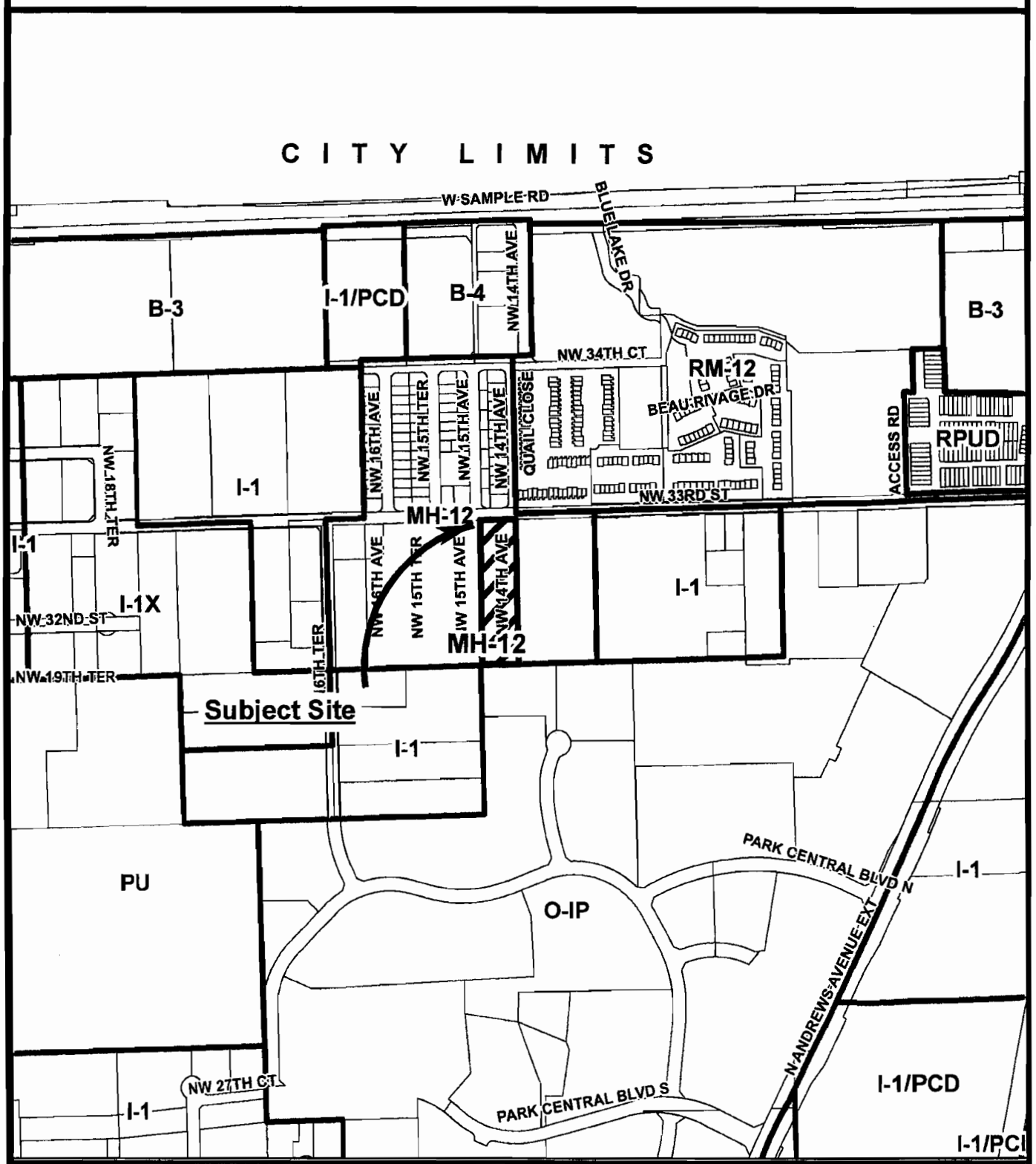
1 in = 600 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

11/4/2014 DeSMat \\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2013\1393000003_Maps.mxd

CITY OF POMPANO BEACH
OFFICIAL ZONING MAP



1 in = 600 ft

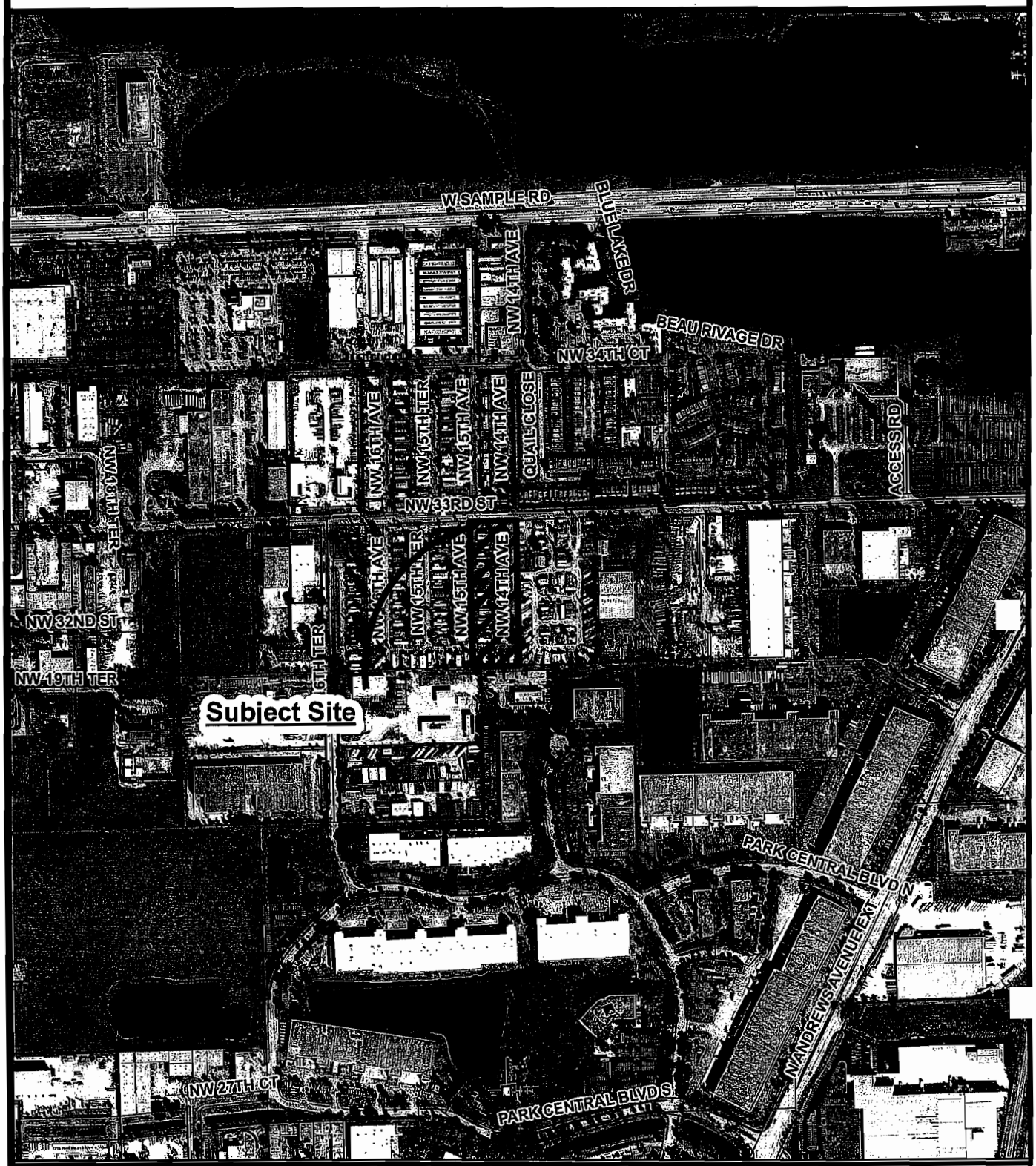
11/4/2014 DeSMat

4

\\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2013\1393000003_Maps.mxd

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH
AERIAL MAP



1 in = 600 ft

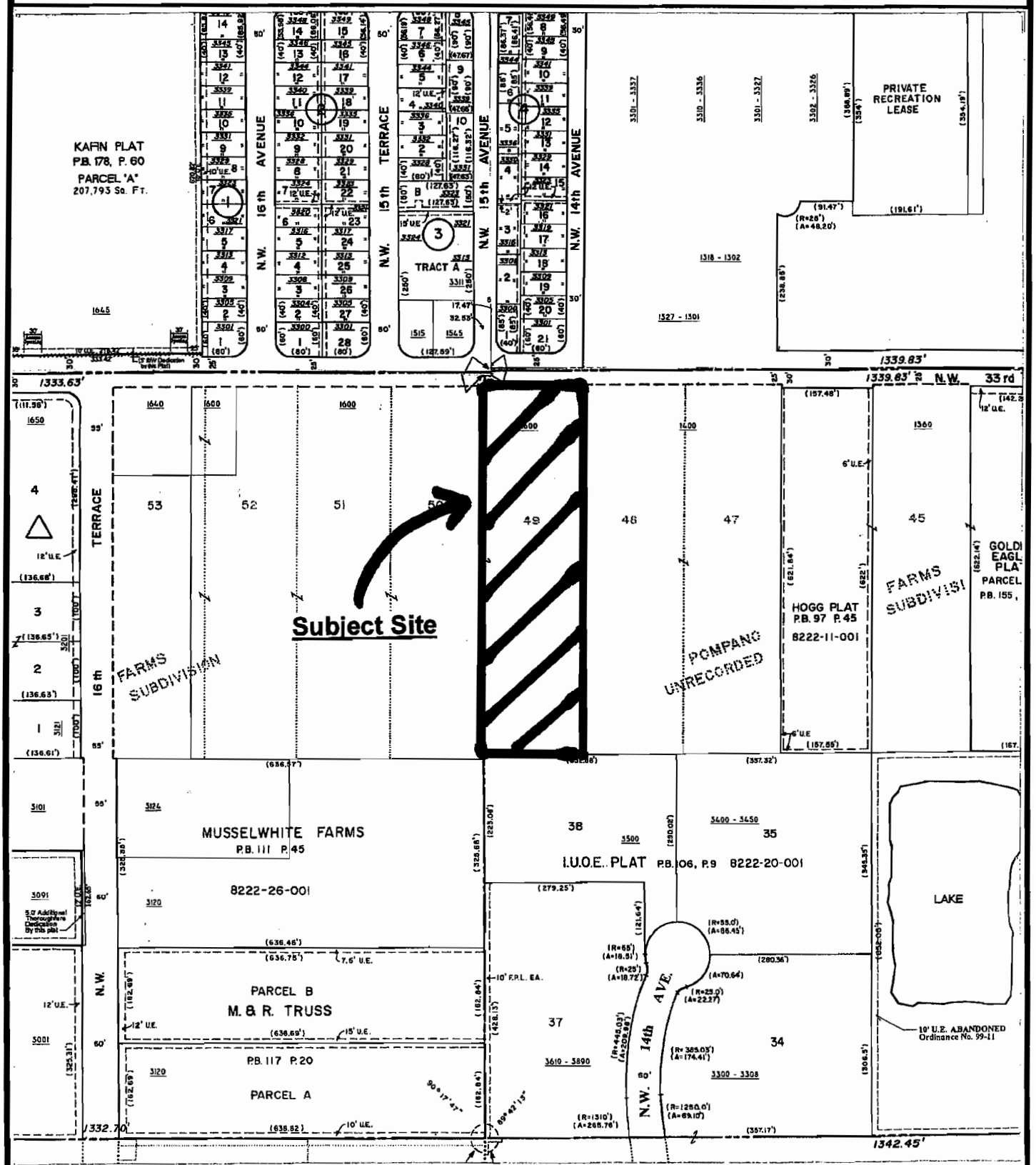
11/4/2014 DeSMat

5

\\GISDBSVR\arcgisserver\directories\arcgisPlanning\All_Maps\P&Z Packets\2013\1393000003_Maps.mxd

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH
PLAT MAP



SCALE: NTS

NORTH

C. Rationale for the Proposed Amendment
The Applicant's rationale of the proposed land use of medium residential is simply to continue the use of the mobile home park that has existed on the subject property for over 50 years. It will also provide compatibility with the existing zoning & use of the property. The Applicant is of the opinion that this amendment would correct an error that transpired during the late 1980's, between Broward County and the City of Pompano Beach.

D. Surrounding Land Uses – The subject property is surrounded by the following land use designations:

- North: Low Medium Residential
- South: Industrial
- East: Medium Residential
- West: Low Medium Residential

E. Proposed City Land Use Designation - The proposed land use designation is Medium Residential (M).

F. Impact Analysis
The proposed intensity of the amendment area is a net decrease over what is currently allowed under the city's adopted plan; the reduction in intensity is due to the elimination of the Industrial land use and replacing it with residential. The amendment will also result in a population increase and therefore will generate additional demands on city services, and on the school district. The results of the impact analysis are provided below.

Sanitary Sewer
The proposed Medium Residential Land Use requires more sanitary sewer flow than the existing Industrial Land Use designation by approximately 9,287 gallons per day. The table below shows the difference in generation between the two uses.

Sanitary Sewer Impact			
	Use	Calculation	Total
Current	Industrial 24,130 sq. ft.	X .1 GPD per sq.ft.	=2,413 GPD
Proposed	Medium Res. 39 d.u.	X 300 GPD per d.u.	=11,700 GPD
Source: Broward County LDC		Change	9,287 GPD

Potable Water
The proposed Medium Residential Land Use requires more potable water than the existing Industrial Land Use designation. The table below shows that demand for potable water increases by 11,237 gallons per day from what would be generated under the existing Industrial Land Use Designation, if that were to be developed on the property.

Potable Water Impact			
	Use	Calculation	Total
Current	Industrial 24,130 sq. ft.	X .1 GPD per sq.ft.	=2,413 GPD
Proposed	Medium Res. 39 d.u.	X 350 GPD per d.u.	=13,650 GPD
Source: Broward County LDC		Change	11,237 GPD

Drainage
No specific drainage improvements have been programmed as of 2010. The final type and location of drainage improvements associated with future development will be determined during the approval process. Assuming

onsite detention is used, no increase in the quantity of storm water discharge should result from future improvements.

Drainage improvements will be programmed to conform to adopted level-of-service standards for the utility, and will be satisfied on-site. Required surface water management permits and licenses will be provided in conjunction with site development. All development activity on the proposed amendment site will continue to meet adopted level-of-service standards, and required permits will be obtained from agencies having jurisdiction.

Solid Waste

The proposed Medium Residential Land Use represents a decrease the output of solid waste from the existing Industrial Land Use. The table below shows that the output for solid waste will decrease by 4,487.9 pounds per day from what would be generated under the existing Industrial Land Use Designation if it existed.

Solid Waste Impact			
	Use	Calculation	Total
Current	Industrial 24,130 sq. ft.	X 2 lbs./100 sq. ft./day	=483 lbs/day
Proposed	Medium Res. 39 d.u.	X 8.9 lbs/day	=347.1 lbs/day
Source: City of Pompano Beach Comprehensive Plan LOS		Change	-135.9 lbs/day

Recreation and Open Space

The level of service standard for neighborhood parks is based on 2 acres per 1,000 persons.
The level of service standard for community parks is 1 acre per 1,000 persons.
The level of service standard for urban parks based is 2 acres per 1,000 persons.

The proposed change in the land use designation will increase residential units by a net 39 units. The increase in population will be approximately 86 people. The 86 additional people will generate the need for .43 of an acre of all park types (5acres/1000). There is existing capacity in the city's park system to accommodate this demand.

Traffic Circulation

Replacing Industrial land use with Medium Residential land use would result in an increase of average daily trips by approximately 257.1 trips per day.

Traffic Impact			
	Use Code	Calculation	Total
Current	Industrial (140)	24,130 sq. ft.	=1.9 trips/day
Proposed	Medium Res. d.u. (220)	39 Apartment du	= 259 trips /day
Source: Trip Generation Manual, 6th Addition - Average Daily Traffic		Change	257.1 trips/day

Mass Transit

The Applicant states that a Broward County Mass Transit bus stop is located approximately 1,200 feet north of the subject property for Transit Route 34 along Sample Road. This route operates on 30-minute intervals on weekdays and 40-minute intervals on weekends. Also stated in the

application is that the Sample Road Tri-Rail Station is approximately 2,400 feet east of the subject property. It is also serviced by the City's "Blue Route" running along Sample Road.

Summary

In summary, the proposed amendment will have the following effects on public facilities and services:

- Increase in population for this property from zero to an approximate 86 residents;
- increase in sewer output and water demand of 9,287 gallons per day;
- Increase in solid waste demand;
- Increase in traffic impacts;
- Increase transit demand for the relatively close existing mass transit facility;
- Increase in demand for park and recreation (due to increase in population).

The City has adequate capacity in all of these services to handle this increment of growth. Furthermore, the Applicant intends to retain the existing mobile home development on the subject property, which means that there would be no increase in the existing rendered service.

G. Natural and Historic Resources

The applicant states that review of the Pompano Beach Comprehensive Plan Maps reveals no historic sites located on or near the subject property.

H. Affordable Housing

The requirements of affordable housing units per the Broward County Land Use Plan Policy 1.07.07 do not apply for this request since it would generate fewer than 100 units.

I. Land Use Compatibility

The proposed use is compatible with the adjacent Medium Residential and Low Medium Residential to the east, north and west respectively. The one side that the amendment would not be compatible with is to the south, where there is Industrial land use. The surrounding Future Land Use designations to the subject property are shown in the table below:

Location	Existing Use	City Land Use Designation
North	Mobile Homes	Low medium Residential
South	Industrial Buildings	Industrial
East	Mobile Homes	Medium Residential
West	Mobile Homes	Low medium Residential

J. Hurricane Evacuation Analysis

The subject property is not within a Hurricane Evacuation Zone so no analysis is required.

K. Redevelopment Analysis
The amendment is not within the City's CRA Boundaries.

L. Intergovernmental Coordination
The subject property is not adjacent to any other local governments.

M. Public Education
The School Board will provide the project with a School Consistency Review Report prior to County adoption of the Land Use Plan amendment.

N. Consistency with Goals, Objectives and Policies of the City's Land Use Plan
The proposed amendment is consistent with the following goals, objectives and policies of the Land Use Plan:

Goal 01.00.00
The attainment of a living environment which provides the maximum physical, economic and social well being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policy 01.03.05
All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

Policy 01.03.06
Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

Policy 01.03.11
Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

Policy 01.07.21
Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.

Policy 01.07.22
The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.

Goal 05.00.00
The areawide availability of structurally safe, affordable, uncrowded and otherwise adequate residential shelter for all existing and anticipated future residents of the City of Pompano Beach and utilize energy efficient design and construction principles and renewable energy resources.

Policy 05.01.01
The City shall adopt a future Comprehensive Plan which includes the provision of residentially designated property at a variety of density classifications. The relative location of parcels with different density designations shall be based on sound planning principles and cognizant of potential negative impacts to existing established residents and businesses.

Policy 05.08.07
Encourage both ownership and rental opportunities for all types of housing.

O. Recommendation of Approval
Staff recommends approval of the Land Use Plan Map Amendment from the current Industrial (I) Land Use designation to Medium Residential (M) for the property legally described in Exhibit A.

ALTERNATIVE MOTIONS:

(1) **Motion to recommend approval** of the proposed Future Land Use amendment from the current Industrial (I) Land Use designation to Medium Residential (M) based on compliance with the following Future Land Use Element goals and policies:

Goal 01.00.00
The attainment of a living environment which provides the maximum physical, economic and social well being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policy 01.03.05
All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

Policy 01.03.06
Consider density and intensity revisions with an emphasis on minimal negative impacts to existing residential areas, particularly single family areas.

Policy 01.03.11
Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

Policy 01.07.21
Annually evaluate the effect of land development regulations and permitting on the affordability of housing and take appropriate actions to support the affordability of housing. Continue to implement the incentives for providing affordable housing currently in the land development regulations including the use of flex units for affordable housing and the expedited permit review process for developments primarily aimed at providing affordable housing.

Policy 01.07.22
The city's land development code shall include provisions to encourage or enable a variety of housing opportunities in varying price ranges, including housing for low and moderate income families in large scale residential developments.

Goal 05.00.00
The areawide availability of structurally safe, affordable, uncrowded and otherwise adequate residential shelter for all existing and anticipated future residents of the City of Pompano Beach and utilize energy efficient design and construction principles and renewable energy resources.

Policy 05.01.01
The City shall adopt a future Comprehensive Plan which includes the provision of residentially designated property at a variety of density classifications. The relative location of parcels with different density designations shall be based on sound planning principles and cognizant of potential negative impacts to existing established residents and businesses.

Policy 05.08.07
Encourage both ownership and rental opportunities for all types of housing.

(2) **Motion to table** the requested Future Land Use amendment to provide time for any issues raised by the Board, Staff, Applicant or the general public.

(3) **Motion to recommend denial** as the Board finds the proposed Land Use designation amendment incompatible with the goals, objectives and policies in the Comprehensive Plan.

Exhibit A
Legal Description

Lot 49, Pompano Farms (unrecorded) described as follows:

The West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 22, Township 48 South, Range 42 East, Broward County, Florida, LESS the North 25.00 feet thereof.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 104,927 square feet or 2.4088 acres more or less.

1600 Corporation

SMALL LAND USE AMENDMENT

PARKRIDGE MOBILE HOME PARK

1400-1600 NW 33RD STREET
POMPANO BEACH, FLORIDA

Prepared by:

Johnston & Metevia, P.A.
2335 E. Atlantic Blvd., Suite 301
Pompano Beach, FL 33062
P: 954-942-6633 F: 954-942-3958
E: tjwm1@aol.com

Rev. 11/12/2014

LUPA

LUPA

https://www.google.com/maps/@26.2699972,-80.1415801,485m/data=!3m1!1e3?hl=en

9/5/2014

CITY OF POMPANO BEACH
Future Land Use Map

Map Updated: April 29, 2014

pompano beach
Florida's Warmest Welcome

Pompano Beach
All-America City
2005

LEGEND

- OR Land Use less than one acre

TYPE

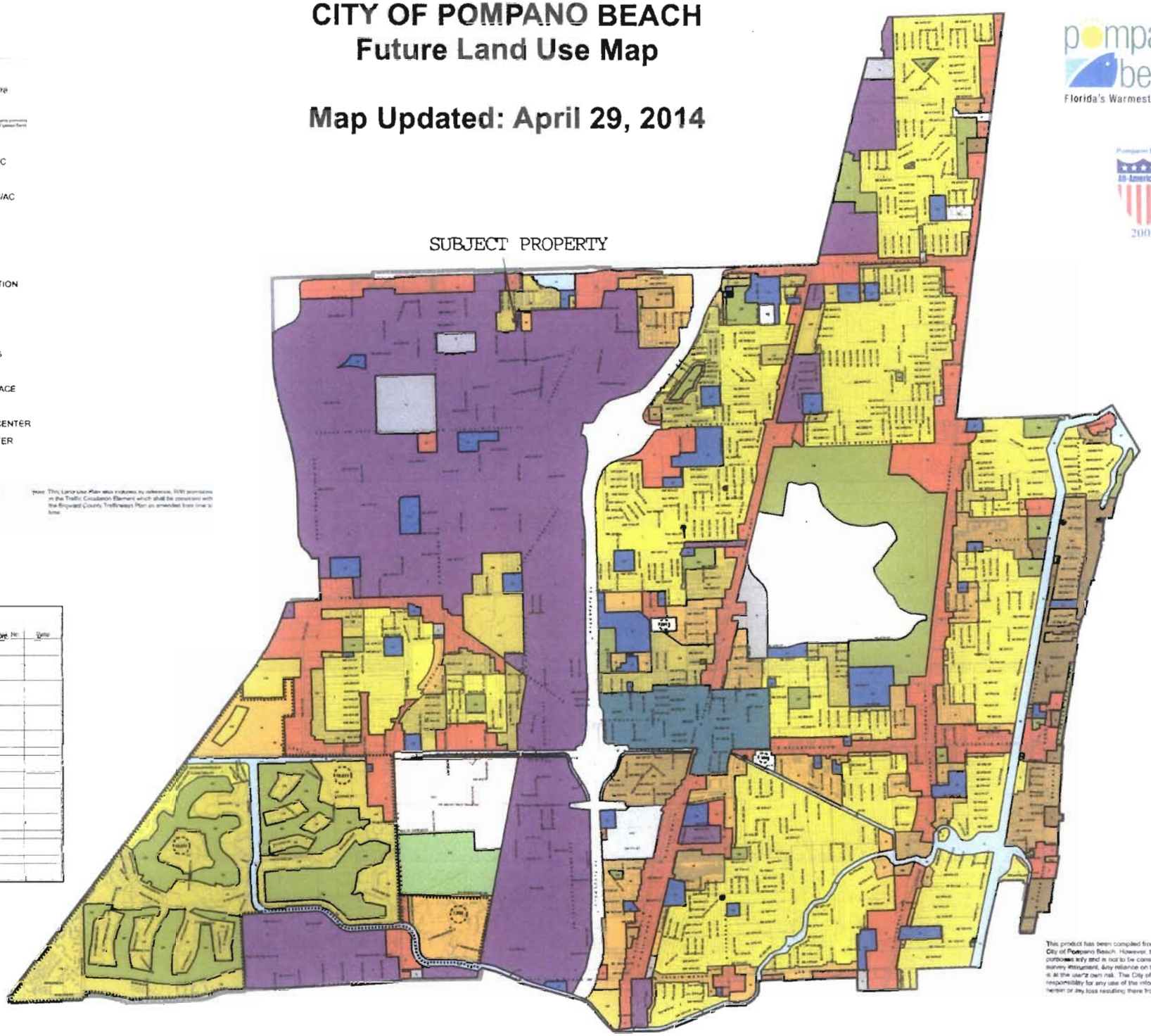
- Number — Refers to maximum dwelling units permitted within the designated Land Use Plan Area and Upper Tenn-long Draft and Plat
- L- LOW 1-5 DU/AC
- LM- LOW-MEDIUM 5-10 DU/AC
- M- MEDIUM 10-16 DU/AC
- MH- MEDIUM-HIGH 16-25 DU/AC
- H- HIGH 25-46 DU/AC
- 12 — 12- IRREGULAR DENSITY
- 36 — 36- IRREGULAR DENSITY
- C- COMMERICAL
- CR- COMMERICAL RECREATION
- I- INDUSTRIAL
- T- TRANSPORTATION
- U- UTILITIES
- CF- COMMUNITY FACILITIES
- DPTOC
- OR- RECREATION OPEN SPACE
- W- WATER
- RAC- REGIONAL ACTIVITY CENTER
- LAC- LOCAL ACTIVITY CENTER
- CITY LIMITS

This is to certify that this is the Official Land Use Map of the City of Pompano Beach, Broward County, Florida, referred to in Section 155.20 of the City of Pompano Beach Code of Ordinances adopted by Ordinance 2011-43 on May 10, 2011 and as amended as shown below.

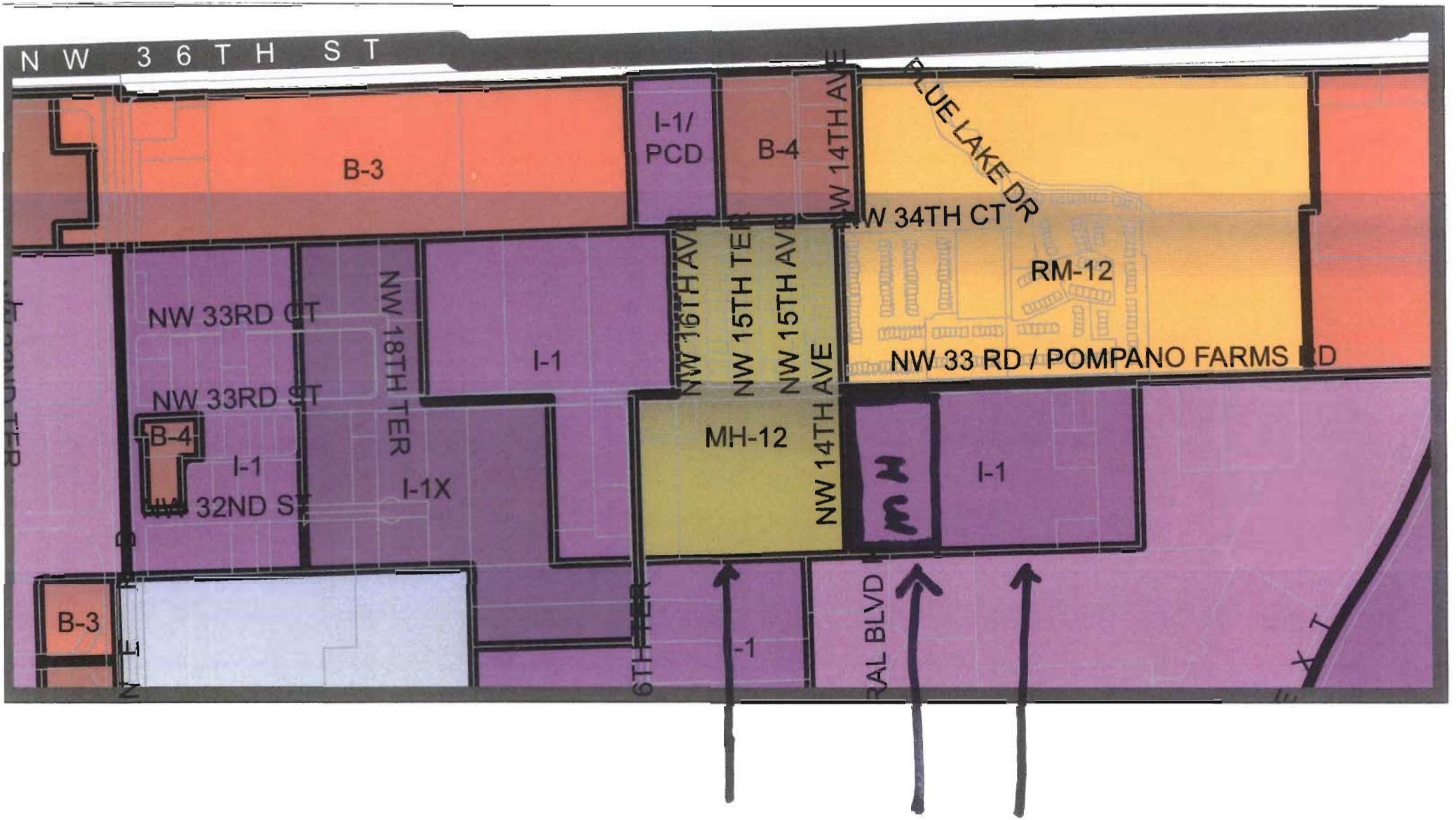
Note: This Land Use Plan also includes by reference, ROW provisions in the Traffic Circulation Element which shall be consistent with the Broward County Trafficways Plan as amended from time to time.

AMENDMENTS

Ord. No.	Date	Ord. No.	Date	Ord. No.	Date
03-35	3/11/2003				
03-36	3/11/2003				
04-22	4/27/2004				
05-54	9/24/2005				
05-65	11/2/2005				
05-70	12/6/2005				
05-72	4/28/2005				
05-73	12/6/2005				
06-04	1/12/2006				
06-49	7/11/2006				
06-50	7/11/2006				
06-51	7/11/2006				
06-61	9/12/2006				
06-06	11/27/2007				
08-41	6/10/2008				
08-42	6/10/2008				
09-35	4/10/2009				
10-43	7/27/2010				
11-3	10/25/2011				
11-4	10/18/2011				
11-24	2/28/2011				
11-25	2/28/2011				
13-04	10/23/2012				
13-14	11/13/2012				
13-18	11/13/2012				
13-29	12/4/2012				
13-69	6/25/2013				



This product has been compiled from various source data from the City of Pompano Beach. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. The City of Pompano Beach assumes no responsibility for any use of the information contained herein or any loss resulting there from.



CURRENT ZONING MH-12 as of spring 2014

APPLICATION FOR AMENDMENT TO THE BROWARD COUNTY LAND USE PLAN: BROWARD COUNTY PLANNING COUNCIL

1600 Corporation

I. TRANSMITTAL INFORMATION

A. Letter of transmittal from municipal mayor or manager documenting that the local government took action by motion, resolution or ordinance to transmit a proposed amendment to the Broward County Land Use Plan. Please attach a copy of the referenced motion, resolution or ordinance. The local government's action to transmit must include a recommendation of approval, denial or modification regarding the proposed amendment to the Broward County Land Use Plan.

County will answer

B. Date local governing body held transmittal public hearing.

County will answer

C. Whether the amendment area is within as Area of Critical State Concern or proposed for adoption under a joint planning agreement pursuant to Section 163.3171, Florida Statutes.

County will answer

D. Whether the amendment is one of the following:
*Development of Regional Impact
*Small scale development activity (per Florida Statutes)
*Emergency (please describe on separate page)
*Other amendments which may be submitted without regard to Florida statutory limits regarding amendment submittals (Brownfield amendments, etc.)

County will answer

II. LOCAL GOVERNMENT INFORMATION

A. Local land use plan amendments or case numbers.

County will answer

B. Proposed month of adoption of local land use plan amendment.

County will answer

C. Name, title, address, telephone, facsimile number and email of the local government contact.

County will answer

D. Summary minutes from the local planning agency and local government public hearing of the transmittal of the Broward County Land Use Plan amendment.

County will answer

E. Description of public notification procedures followed for the amendment by the local government.

County will answer

III. APPLICANT INFORMATION

A. Name, title, address, telephone, facsimile number and email of the applicant.

1600 Corporation, 3640 NW 58th Street, Pompano Beach, FL 33073; Tel. 954-698-5972; Fax none; email: none

B. Name, title, address, telephone, facsimile number and email of the agent.

Thomas W. Johnston, Esq., Johnston & Metevia, P.A., 2335 E. Atlantic Blvd., Suite 301, Pompano Beach, FL 33062; Tel. 954-942-6633, Fax 954-942-3958, tjwm1@aol.com

Michael Vonder Meulen, Senior Planner, Keith and Associates, 301 E. Atlantic Blvd., Pompano Beach, FL 33060; Tel. 954-788-3400, Fax 954-788-3500, mvondermeulen@keith-associates.com

C. Name, title, address, telephone, facsimile number and email of the property owner.

1600 Corporation, 3640 NW 58th Street, Pompano Beach, FL 33073; Tel. 954-698-5972; Fax none; email: none

D. Planning Council fee for processing the amendment in accordance with the attached Exhibit C, "Fee Schedule for Amendments to the Broward County Land Use Plan and Local Land Use Elements."

See attached

E. Applicant's rationale for the amendment. The Planning Council requests a condensed version for inclusion in the staff report.

The proposed use of the mobile home park (this has been a mobile home park for over 50 years and the use will not change) is medium residential. This action will restore the previously existing use. Our clients 1600 Corporation have owned this property for more than 40 years and operated

the mobile home park, the past and current use on the property, both for zoning and land use purposes. The particular area concerned with this land use change is a small portion of that property consisting of unrecorded lots known as Pompano Farms (Unrecorded) Acreage Lots 47-53. This proposed land use change involves Lot 49, surrounded by Lots 47 and 48 on the east side and Lots 50-53 on the west side. Lots 47 and 48 and 50-53 currently have the identical land use to the proposed land use designation sought by this application. Unrecorded Lot 49 of Pompano Farms for many years had the land use category of "medium residential" (10-16). Sometime in the late 1980s, when a communication between the County and the City of Pompano Beach was questioned by the County, and the City reported it would investigate it; there were no results of that investigation that can be found. This particular one lot was put forward for a land use amendment from medium-residential (10-16) to industrial, without the knowledge or consent of the owner, a condition the owner did not discover until spring 2013. This application seeks to correct that error, rectify the situation by restoring the correct and proper land use which this property has enjoyed together with its companion lots (47-53) of Pompano Farms Unrecorded for more than 40 years. The zoning of the west 10' of Lot 46 and all of Lots 47-53 is MH (note: "mobile home park" as of spring 2014).

IV. AMENDMENT SITE DESCRIPTION

A. Concise written description of the general boundaries and gross acreage (as defined by BCLUP) of the proposed amendment.

1400-1600 NW 33rd Street, Pompano Beach; please see attached legal description; 2.4088 acres more or less; this parcel lies between two larger parent tracts and has always been contiguous and owned by the same owner for many years.

B. Sealed survey, including legal description of the area proposed to be amended.

See attached survey

C. Map at a scale of 1" = 300' clearly indicating the amendment's location, boundaries and proposed land uses.

See attached color map

V. EXISTING AND PROPOSED USES

A. Current and proposed local and Broward County Land Use Plan designation(s) for the amendment site. If multiple land use designations, describe gross acreage within each designation.

From industrial to medium-residential (16): residential mobile home park

B. Current land use designations for the adjacent properties.

Industrial

C. Indicate if the flexibility provisions of the Broward County Land Use Plan have been used for adjacent areas.

Yes

D. Existing use of amendment site and adjacent areas.

The proposed use of the mobile home park (this has been a mobile home park for over 50 years and the use will not change) is medium residential. This action will restore the previously existing land use.

E. Proposed use of the amendment site including proposed square footage* for each non-residential use and/or dwelling unit count. For RAC, LAC, TOC, TOD and MUR amendments, please provide each existing non-residential use square footage and existing dwelling units for amendment area.

MH-12 (mobile home park)

F. Maximum allowable development per local government land use plans under existing designation for the site, including square footage* for each non-residential use and/or dwelling unit count.

None

G. Indicate if the amendment is part of a larger development project that is intended to be developed as a unit such as a site plan, plat or Development of Regional Impact. If so, indicate the name of the development; provide the site plan or plat number; provide a location map; and, identify the proposed uses.

No

VI. ANALYSIS OF PUBLIC FACILITIES AND SERVICES

The items below must be addressed to determine the impact of an amendment on existing and planned public facilities and services. Provide calculations for each public facility and/or service. If more than one amendment is submitted, calculations must be prepared on an individual and cumulative basis. *square footage numbers are for analytical purposes only

Industrial Capacity analysis will be calculated at 10,000 per acre (2.413 gross acres x 10,000 sq ft/ac = 24,130 sq ft) and Residential Capacity will be based on maximum density permitted per acre 2.413 gross acres x 16 du/ac = 39 units).

A. Sanitary Sewer Analysis

1. Identify whether the amendment site or a portion is currently and/or proposed to be serviced by septic tanks.

The property is not serviced by septic tanks.

2. Identify the sanitary sewer facilities serving the amendment site including the current plant capacity, current plus committed demand on plant capacity, and planned plant capacity.

Established levels of service in accordance with the City's Comprehensive Plan are as follows:

Pompano Beach:	**15.71 million gallons per day in Design Capacity**
	12.667 million gallons per day in 2008
Broward County:	**84.00 million gallons per day in Design Capacity**
(North District)	**72.50 million gallons per day in 2008**

3. Identify the net impact on sanitary sewer demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

Broward County's Comprehensive Plan lists generation rates for industrial/warehouse uses at 0.10 gallons per day per square foot of floor space and 300 gallons per day for each residential unit. Based on this generation rate, the amendment will result in an assumed increase of 4,787 gallons per day of sanitary sewer demand.

Sanitary Sewer Demand – Industrial Land Use

Existing Assumed Demand:	**24,130 sq. ft.**	**x**	**0.10 gpd**	**= 2,413 gpd**
Proposed Demand:	**39 units**	**x**	**300 gpd**	**= 11,700 gpd**

Increase in Demand = 9,287 gpd

4. Identify the projected plant capacity and demand for the short and long range planning horizons as identified within the local government's adopted comprehensive plan. Provide demand projections and information regarding planned plant capacity expansions including year, identified funding sources and other relevant information.

The design capacity of the Broward County North Regional Wastewater Treatment Plant is 84 million gallons per day (MGD). The City of Pompano Beach has a reserve capacity 15.71 MGD (average daily flow). The City projections indicate that by 2015 the average flow will be 14.23 MGD, which is below reserve capacity.

Source: Pompano Beach Comprehensive Plan

5. Correspondence from sanitary sewer provider verifying the information submitted as part of the application on items 1-4 above. Correspondence must contain name, position and contact information of party providing verification.

Mario Aispuro, Land Development Project Coordinator
Broward County Environmental Engineering Division
2555 W. Copans Road, Pompano Beach, FL 33069

B. Potable Water Analysis

1. Data and analysis demonstrating that a sufficient supply of potable water and related infrastructure will be available to serve the proposed amendment site through the long-term planning horizon, including the nature, timing and size of the proposed water supply and related infrastructure improvements.

   The City's level-of-service for potable water is 191 or lower gallons per capita per day.

   In 2010 the projected demand was 14.72 mgd with a capacity of 22.17 mgd. The projected demand for 2015 is 15.95 mgd with a capacity of 20.33 mgd.

   Source: Pompano Beach Comprehensive Plan

2. Identify the facilities serving the service area in which the amendment is located including the current plant capacity, current and committed demand on the plant and South Florida Water Management District (SFWMD) permitted withdrawal, including the expiration date of the SFWMD permit.

Pompano Beach Water	
Lime Softening Plant	**40.00 mgd in Design Capacity**
Membrane Plant	**10.00 mgd in Design Capacity**
Total	**50.00 mgd in Design Capacity**
	16.23 mgd in Current Demand
Broward County	
2A Plant	**30.00 mgd in Design Capacity**
	13.33 mgd in Current Demand
Broward County	
1A Plant	**10.67 mgd in Design Capacity**
	8.00 mgd in Current Demand

   Note: All demand figures are for 2007

3. Identify the wellfield serving the service area in which the amendment is located including the permitted capacity, committed capacity, remaining capacity and expiration date of the permit.

   The City of Pompano Beach owns twenty-five (25) production wells that supply potable water. There are two wellfields serving this site. The eastern wellfield is located within the Pompano Beach Airpark and the western wellfield is located within the Palm Aire

development. The City's water withdrawal is authorized by South Florida Water Management Consumptive Use Permit Number 06-00070W, which allows for an average daily allocation of 20.00 MGD, a maximum daily allocation of 25.5 MGD and a pump capacity of 54.40 MGD.

4. Identify the net impact on potable water demand, based on adopted level of service resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

   Broward County's Comprehensive Plan lists generation rates for industrial/warehouse uses at 0.10 gallons per day per square foot of floor space and 350 gallons per day for each residential unit. Based on this generation rate, the amendment will result in an assumed increase of 4,787 gallons per day of sanitary sewer demand.

   Potable Water Demand

   Existing Assumed Demand: 24,130 sq. ft. x 0.10 gpd = 2,413 gpd
   Proposed Demand: 39 units x 350 gpd = 13,650 gpd

   Increase in Demand = 11,237 gpd

5. Identify the projected capacity and demand for the short and long range planning horizons as identified within the adopted comprehensive plan-provide demand projections and information regarding planned wellfield and planned plant capacity expansions including year, funding sources and other relevant information. If additional wellfields are planned, provide status including the status of any permit applications.

   In 2010 the projected demand was 14.72 mgd with a capacity of 22.17 mgd. The projected demand for 2015 is 15.95 mgd with a capacity of 20.33 mgd.

   Per discussion with City staff, there are no capacity expansions planned in the City's Capital Improvements Program (CIP). No additional wellfields are planned.

6. Correspondence from potable water provider verifying the information submitted as part of the application on items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

   Mario Aispuro, Land Development Project Coordinator
   Broward County Environmental Engineering Division
   2555 W. Copans Road, Pompano Beach, FL 33069

C. Drainage Analysis

1. Provide the adopted level of service standard for the service area in which the amendment is located.

The adopted level of service standards in the City of Pompano Beach are as follows:

- **25-Year Frequency Storm**
  72-Hour Duration for Allowable Discharge

- **10-Year Frequency Storm**
  24-Hour Duration for the Minimum Road Crown Elevation

- **100-Year Frequency Storm**
  72-Hour Duration for Minimum Finished Floor Elevation

2. Identify the drainage district and drainage systems serving the amendment area.

   The amendment area is located in the South Florida Water Management District. Runoff will be stored on-site in an existing retention area (lakes), and overflow is discharged to Dixie Highway and SW 6th Street.

3. Identify any planned drainage improvements, including year, funding sources and other relevant information.

   No specific drainage improvements have been programmed as of 2010. The final type and location of drainage improvements associated with future development will be determined during the approval process. Assuming on-site detention is used, no increase in the quantity of stormwater discharge should result from future improvements.

   Drainage improvements will be programmed to conform to adopted level-of-service standards for the utility, and will be satisfied on-site. Required surface water management permits and licenses will be provided in conjunction with site development.

4. Indicate if a Surface Water Management Plan has been approved by, or an application submitted to, the SFWMD and/or any independent drainage district, for the amendment site. Identify the permit number(s), or application number(s) if the project is pending, for the amendment site. If an amendment site is not required to obtain a SFWMD permit, provide documentation of same.

   Per the South Florida Water Management District, no Basin Surface Water Management Plan has been developed or approved by the District for the proposed amendment area.

5. If the area in which the amendment is located does not meet the adopted level of service and there are no improvements planned (by the unit of local government or drainage authority) to address the deficiencies, provide an engineering analysis which demonstrates how the site will be

drained and the impact on the surrounding properties. The information should include the wet season water level for the amendment site, design storm elevation, natural and proposed land elevation, one hundred year flood elevation, acreage of proposed water management retention area, elevations for buildings, roads and years, storage and runoff calculations for the design storm and estimated time for flood waters to recede to the natural land elevation.

All development activity on the proposed amendment site will continue to meet adopted level-of-service standards, and required permits will be obtained from agencies having jurisdiction. Future improvements will meet the surface water management requirements of the South Florida Water Management District and the Broward County Department of Planning and Environmental Protection.

6. Correspondence from local drainage district verifying the information submitted as part of the application on items 1-5 above. Correspondence must contain name, position and contact information of party providing verification.

Alessandra Delfico PE, City Engineer
City of Pompano Beach Engineering Division
1201 NE 5 Avenue,
Pompano Beach, Florida 33060

D. Solid Waste Analysis

1. Provide the adopted level of service standard for the municipality in which the amendment is located.

The City of Pompano Beach's adopted level-of-service standard are as follows:

Land Use	Level of Service
Residential	**8.9 lbs. per unit per day**
Industrial/Commercial Factory/Warehouse	**2 lbs per 100 sq ft per day**

2. Identify the solid waste facilities serving the service area in which the amendment is located including the landfill/plant capacity, current and committed demand on the landfill/plant capacity and planned landfill/plant capacity.

Waste Management, Inc., operates a Class 1 Sanitary Landfill, which is authorized to accept all household and commercial solid waste, excluding hazardous waste. The landfill covers 500 acres, of which

400 acres are used to bury solid waste. The sanitary landfill is located north of the City of Pompano Beach city limits.

Waste Management leases land to Broward County for the Waste to Energy Plant. The Waste to Energy Plant is one of two facilities, Broward County has constructed for the incineration of solid waste. The unburnable materials and the residue ash are place in the sanitary landfill.

Waste Management, Inc. is the City's contractor for the collection and disposal of all solid waste generated within the City of Pompano Beach.

Available Landfill/Plant Capacity:	**660 tons per day**
Current Landfill/Plant Demand:	**290 tons per day**
Committed Landfill/Plant Demand:	**290 tons per day**

Source: City of Pompano Beach Comprehensive Plan

3. Identify the net impact on solid waste demand resulting from the proposed amendment. Provide calculations, including anticipated demand per square foot* or dwelling unit.

Industrial demand based on increase of total square footage proposed is calculated below. This calculation assumes an average commercial waste generation rate of 4.2 pounds per 100 square feet per day, detailed as follows:

Industrial and Commercial Solid Waste Generation Rates

Factory/Warehouse ***2 pounds per 100 square feet per day***

Existing Assumed
Demand: 24,130 sq ft x 2.0 lbs/100 sq ft/day = 483 lbs
Proposed Demand: 39 units x 8.9 lbs/day/unit = 347.1 lbs

Reduction in demand = 135.9 pounds per day

This amendment will result in a net reduction in solid waste demand of 135.9 pounds per day.

4. Correspondence from the solid waste provider verifying the information submitted as part of the application on items 1-3 above. Correspondence must contain name, position and contact information of party providing verification.

Kay Hurley
Waste Management
2700 NW 48th Street, Pompano Beach, FL 33073

E. Recreation and Open Space Analysis

1. Provide the adopted level of service standard for the service area in which the amendment is located and the current level of service.

The City of Pompano Beach has the following adopted level-of-service for parks

- **Two (2) acres per 1,000 population for neighborhood parks.**
- **One (1) acre per 1,000 population for community parks.**
- **Two (2) acres per 1,000 population for urban parks.**

2. Identify the parks serving the service area in which the amendment is located including acreage and facility type, e.g. neighborhood, community or regional park.

Apollo Park	**4.4 acres**	**Mini**
Kendall Lakes Park	**0.2 acres**	**Mini**
Hunters Manor Park	**8.3 acres**	**Neighborhood**
McNair Park	**8.4 acres**	**Neighborhood**
Mitchel Moore Park	**15.8 acres**	**Community**
Weaver Park	**12.4 acres**	**Community**
Quiet Waters Park	**431 acres**	**Regional**
Tradewinds Park	**627 acres**	**Regional**

3. Identify the net impact on demand for park acreage resulting from this amendment.

Based on the conservative assumption of 2.2 persons per dwelling unit, this amendment will create a net impact demand of:

- **0.144 acres of neighborhood parks**
- **0.072 acres of community parks**
- **0.144 acres of urban parks**

4. Identify the projected park needs for the short and long range planning horizons as identified within the adopted comprehensive plan – provide need projections and information regarding planned expansions including year, identified funding sources, and other relevant information.

The amendment site is located in Park Service District 15 which is bounded on the north by Sample Road, on the east by Seaboard Coastline Railroad, on the south by Copans Road, and the west by Powerline Road. Except for a small residential area centered around the intersection of NW 33rd Street and NW 15th Terrace, the District is primarily designated for industrial uses. The small residential area consists mainly of mobile homes and apartments.

There are no mini-parks or neighborhood parks in the Park Service District 15. Based upon the 2005 population of 1,441, approximately 2.88 acres are needed. Park needs will continue to increase for the 2020 population of 1,500.

However, there are proposed park expansions and improvements based on the City of Pompano Beach Parks and Recreation Master Plan of July, 2013. The master plan identifies park improvements via commission districts. The amendment site is located in District 4. The present population of District 4 is expected to increase by nearly 3,000 persons by 2030, from the present population of 19,930 to approximately 22,597. This increase in population will require additional park area to meet Neighborhood Recreation Demand acreage of 2 acres per 1,000 populations; or for 3,000 additional residents provide a minimum of another 6 acres. The Master Plan also identifies the potential for the location of a Skate Park. The City owned site adjacent to Apollo Park and the Boys and Girls Club is an ideal venue to locate future additional recreation facilities.

The Master Plan proposes the expansion of Apollo Park to include a skate park, a Multi-Use soccer and football field, an informal play area, and approximately 80 parking spaces to serve future visitor needs. The City of Pompano Beach owns the site immediately adjacent to the Boys and Girls Club and the City owned Apollo Park. The presently vacant site has an area of approximately 8.5 acres. The totality of the site will be devoted to recreational use. The proposed Skate Park will be designed as a permanent facility and will be constructed with reinforced concrete elements; either precast or cast in place as the future design may warrant. A design firm that is specialized in the design and construction supervision of skate parks is recommended to be included as part of any future skate park design team. A Multi-Use Field for playing soccer or football is proposed. There is sufficient land area to construct the field and provide for the proper orientation of the facility. The other available areas of the site are proposed to be dedicated to informal playfields for children and for open space enjoyment of adults. Within the 8.5 acres of the site there will be sufficient parking provided to meet the expanded park demand. As with other City recreation facilities, proper fencing will be provided.

F. Traffic Circulation Analysis

1. Identify the roadways impacted by the proposed amendment and indicate the number of lanes, current traffic volumes, adopted level of service and current level of service for each roadway.

Roadways adjacent to and serving the amendment site are:

- **NW 14th and NW 15th Avenues are two-lane private roads within the boundaries of site. These two roadways are not indicated as a local roadways in the City's Transportation Element;**

- **NW 33rd Street (Pompano Farms Road) is designated as an local collector roadway, and is a two-lane roadway between Powerline Road to Andrews Avenue Extension.**
- **Andrews Avenue Extension is a four-lane divided roadway designated as 110 foot minor arterial on the County's Trafficways Plan. The current traffic volume is 16,400 daily trips (2009 data). The adopted and current level of service is B.**
- **Powerline Road is a six-lane divided roadway designated as a 144' major arterial on the County's Trafficways Plan. The current traffic volume is 29,500 daily trips (2009 data). The adopted and current level of service is B.**

2. Identify the projected level of service for the roadways impacted by the proposed amendment for the short (five year) and long range planning horizons. Please utilize average daily and p.m. peak hour traffic volumes per Broward County Metropolitan Planning Organization plans and projections.

   - **Andrews Avenue Extension projected level of service is B short term and C long range with projected traffic volumes of 36,400 trips in 2030.**
   - **Powerline Road projected level of service is B short term and B long range with projected traffic volumes of 50,800 trips in 2030.**

3. Planning Council staff will analyze traffic impacts resulting from the amendment. You may provide a traffic impact analysis for this amendment – calculate anticipated average daily and p.m. peak hour traffic generation for the existing and proposed land use designations. If the amendment reflects a net increase in traffic generation, identify access points to/from the amendment site and provide a distribution of the additional traffic on the impacted roadway network for the short (5 year) and long range planning horizons.

   No traffic impact analysis is being provided.

4. Provide any transportation studies relating to this amendment, as desired.

   No traffic studies are provided.

G. Mass Transit Analysis

1. Identify the mass transit modes, existing and planned mass transit routes and scheduled service (headway) serving the amendment area within one-quarter of a mile.

   Broward County Mass Transit bus stop is located approximately 1,200 feet north of the amendment site along Sample Road which is Route 34. Route 34 operates on 30-minute intervals on weekdays and 40-minute intervals on weekends.

Approximately 2,400 feet east of the amendment site is the Sample Road Tri-Rail station.

The amendment site is also serviced by the City of Pompano Beach's Community Bus Service "Blue Route", which runs along Sample Road and generally operates on 45-minute intervals on weekdays.

2. Quantify the change in mass transit demand resulting from this amendment.

   There is expected to be de minimus to no change in the mass transit demand resulting from the proposed small scale amendment.

3. Correspondence from transit provider verifying the information submitted as part of the application on items 1-2 above. Correspondence must contain name, position and contact information of party providing verification.

   John Ramos
   Broward County Transportation Department
   Mass Transit Division

4. Describe how the proposed amendment furthers or supports mass transit use.

   The amendment site is located approximately 1,200 feet north of a Mass Transit stop for Route 34 operates. The amendment site is also approximately 2,400 feet from the Sample Road Tri-Rail station. Existing mass transit opportunities are within a close distance to the amendment site.

H. Provision of Open Space
As applicable, describe how the local government and/or applicant are addressing Broward County Land Use Plan Objective 5.04.00 and Policies 5.04.01, 5.04.02, 5.04.03 and 5.04.04 (a. through e.).

The Small Scale Land Use Change will result in a maximum increase of 24 residential units. Since the property is already used as residential, the impact are existing on recreation and open space.

In reference to OBJECTIVE 5.04.00 PROVISION OF OPEN SPACE, the City of Pompano Beach has an extensive system of public and private open space areas.

In reference to POLICY 5.04.01, The City of Pompano Beach has a program and Master Plan in place to acquire additional land for open space.

In reference to POLICY 5.04.02, the proposed amendment site has adequate open space within close proximity to the site.

In reference to POLICY 5.04.03, the proposed amendment will not result in the loss of existing open space.

In reference to POLICY 5.04.04, there is no golf course included in the amendment.

VII. ANALYSIS OF NATURAL AND HISTORIC RESOURCES

Indicate if the site contains, is located adjacent to or has the potential to impact any of the natural and historic resource(s) listed below, and if so, how they will be protected or mitigated. Planning Council staff will request additional information from Broward County regarding the amendment's impact on natural and historic resources.

A. Historic sites or districts on the National Register of Historic Places or locally designated historic sites.

Review of the Pompano Beach Comprehensive Plan Maps reveals no historic sites or districts on the National Register or locally designated historical site.

B. Archaeological sites listed on the Florida Master Site File.

Review of Review of the Pompano Beach Comprehensive Plan Maps reveals no archeological sites in the amendment area.

C. Wetlands.

Review of the Pompano Beach Comprehensive Plan Maps identifies no wetlands in the amendment area.

D. Local Areas of Particular Concern as identified within the Broward County Land Use Plan.

Review of the Pompano Beach Comprehensive Plan Maps reveal no Local Area's of Particular Concern in the amendment area.

E. Priority Planning Area map and Broward County Land Use Plan Policy A.03.05 regarding sea level rise.

Review of the Pompano Beach Comprehensive Plan Maps shows that the area is not included in the priority planning area map for sea level rise.

F. "Endangered" or "threatened species" or "species of special concern" or "commercially exploited" as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna). If yes, identify the species and show the habitat location on a map.

No Endangered or threatened species or species of special concern or commercially exploited have been identified in the amendment area. Additional inspections will occur prior to any development.

G. Plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services.

No plants listed in the Regulated Plant Index have been identified in the amendment area.

H. Wellfields – indicate whether the amendment is located within a wellfield protection zone of influence as defined by Broward County Code, Chapter 27, Article 13 "Wellfield Protection." If so, specify the affected zone and any provisions which will be made to protect the wellfield.

Review of the Pompano Beach Comprehensive Plan Maps reveals that the lands are not in a wellfield protection zone (1).

I. Soils – describe whether the amendment will require the alteration of soil conditions or topography. If so, describe what management practices will be used to protect or mitigate the area's natural features.

Review of the Pompano Beach Comprehensive Plan Maps identifies nearly level, poorly or moderately drained soils which are typical for the surrounding area.

J. Beach Access – Indicate if the amendment site fronts the ocean or would impact access to public beaches. If so, describe how public beach access will be addressed.

The amendment area does not front the ocean. There is no beach access points associated with the lands in this amendment.

VII. AFFORDABLE HOUSING

Describe how the local government is addressing Broward County Land Use Plan Policy 1.07.07.

This amendment generates less than 100 residents.

IX. LAND USE COMPATIBILITY

Describe how the amendment is consistent with existing and planned future land uses in the area (including adjacent municipalities and/or county jurisdictions). Identify specific land development code provisions or other measures that have or will be utilized to ensure land use compatibility.

This 2.412 acre industrial parcel is bounded by Low Medium Residential to the north and west and Medium residential to the east. Allowing the amendment to Low Medium Residential will be consistent with the current uses (Mobile Home Park) on the amendment site and adjoining properties to the east and west.

X. HURRICANE EVACUATION ANALYSIS

(Required for those land use plan amendments located in a hurricane evacuation zone as identified by the Broward County Emergency Management Division). Provide a hurricane evacuation analysis based on the proposed amendment,

considering the number of permanent and seasonal residential dwelling units (including special residential facilities) requiring evacuation, availability of hurricane shelter spaces, and evacuation routes and clearance times. The hurricane evacuation analysis shall be based on the best available data/modeling techniques as identified by the Broward County Emergency Management Division.

The amendment area is not located in a hurricane evacuation zone.

XI. REDEVELOPMENT ANALYSIS

Indicate if the amendment is located in an identified redevelopment (i.e., Community Redevelopment Agency, Community Development Block Grant) area. If so, describe how the amendment will facilitate redevelopment and promote approved redevelopment plans.

The amendment area is not located in a Community Redevelopment Area or subject to Community Block Grants.

XII. INTERGOVERNMENTAL COORDINATION

Indicate whether the proposed amendment site is adjacent to other local governments. If so, please provide additional copies for the notification and/or review by adjacent local governments.

The amendment site is not adjacent to another local government.

XIII. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES OF THE BROWARD COUNTY LAND USE PLAN

List of goals, objectives and policies of the Broward County Land Use Plan which the proposed amendment furthers.

The proposed amendment is consistent with the following objectives and policies of the Broward County Land Use Plan:

GOAL 1.00.00 PROVIDE RESIDENTIAL AREAS WITH A VARIETY OF HOUSING TYPES AND DENSITIES OFFERING CONVENIENT AND AFFORDABLE HOUSING OPPORTUNITIES TO ALL SEGMENTS OF BROWARD COUNTY'S POPULATION WHILE MAINTAINING A DESIRED QUALITY OF LIFE AND ADEQUATE PUBLIC SERVICES AND FACILITIES.

OBJECTIVE 1.01.00 RESIDENTIAL DENSITIES AND PERMITTED USES IN RESIDENTIAL AREAS Accommodate the projected population of Broward County by providing adequate areas on the Future Broward County Land Use Plan Map (Series) intended primarily for residential development, but which also permit those non-residential uses that are compatible with and necessary to support residential neighborhoods.

POLICY 1.01.02 Permit those land uses within designated residential areas which are identified in the Residential Permitted Uses subsection of the Plan Implementation Requirements section of the Broward County Land Use Plan.

POLICY 1.03.01 Residential densities in the Low to Medium ranges should be located with access to existing minor arterials and collector streets.

OBJECTIVE 8.03.00 EFFICIENT USE OF URBAN SERVICES 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.

POLICY 8.03.01 Broward County shall continue to review and revise, where necessary, its land development code to ensure that new development is directed to areas which have the land use, water resources, fiscal abilities, and service capacity to accommodate development in an environmentally acceptable manner.

POLICY 8.03.02 Promote infill development through the provision of potable water and sanitary sewer service to those developed portions of Broward County which are currently inadequately served.

GOAL 14.00.00 ELIMINATE AREAS OF BLIGHT AND INCOMPATIBLE LAND USES.

OBJECTIVE 14.02.00 ENCOURAGE ELIMINATION OR REDUCTION OF INCOMPATIBLE OR INCONSISTENT LAND USES Develop and implement land use programs to encourage the elimination or reduction of existing incompatible land uses and prevent future incompatible land uses.

POLICY 14.02.01 The compatibility of existing and future land uses shall be a primary consideration in the review and approval of amendments to the Broward County and local land use plans. It is recognized that approved redevelopment plans aimed at eliminating or reducing blighted and deteriorating areas may appropriately promote the introduction of land use patterns in variance from existing land use patterns.

XIII. CONSISTENCY WITH GOALS, OBJECTIVES AND POLICIES OF THE CITY OF POMPANO BEACH LAND USE PLAN

The proposed amendment is compatible with and furthers the intent of the following Future Land Use Element policies:

Goal 01.00.00 The attainment of a living environment which provides the maximum physical, economic and social well-being for the City and its residents through the thoughtful and planned use and control of the natural and man-made environments that discourages urban sprawl, is energy efficient and reduces greenhouse gas emissions.

Policy 01.01.02 Review all proposals for development or redevelopment and base the approval of same on the continued maintenance of all adopted Level of Service Standards.

Policy 01.01.05 Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.

Objective 01.03.00 Annually review and periodically update adopted land development regulations and established procedures that encourage the elimination or reduction of uses inconsistent with the City's character and Future Land Use Plan.

Policy 01.03.01 Eliminate or reduce nonconforming uses which are inconsistent with the land development regulations and the designations of the Future Land Use Plan map.

Policy 01.03.05 All Land Use Plan Map amendments and rezonings shall provide for the orderly transition of varying residential land use designations.

Policy 01.03.09 Discourage Land Use Plan Map amendments, rezonings or other methods that would place residential units into or adjoining industrial land use designations.

Policy 01.03.11 Consider the compatibility of adjacent land uses in all Land Use Plan amendments and rezonings.

Policy 01.16.01 The City shall emphasize re-development and infill, which concentrates the growth and intensifies the land uses consistent with the availability of existing urban services and infrastructure in order to conserve natural and man-made resources.

XV. POPULATION PROJECTIONS

A. Population projections for the 20 year planning horizon (indicate year).

2005	2010	2015	2020	2025
101,712	110,936	120,161	129,385	138,609

B. Population projections resulting from proposed land use (if applicable).

Not Applicable. The land is already used as residential (Mobile Home Park) Existing population is included in population projections.

C. Using population projections for the 20 year planning horizon, demonstrate the effect of the proposed amendment on the land needed to accommodate the projected population.

Not Applicable. The land is already used as residential (Mobile Home Park) Existing population is included in population projections.

XVI. ADDITIONAL SUPPORT DOCUMENTS

A. Other support documents or summary of support documents on which the proposed amendment is based.

No additional documentation is being proposed at this time.

B. Any proposed voluntary mitigation or draft agreements.

There are no additional proposed voluntary mitigation or draft agreements associated with this amendment.

XVII. PUBLIC EDUCATION ANALYSIS

Please be advised that the Planning Council staff will request from The School Board of Broward County, as per Policy 8.07.01 of the BCLUP, an analysis of the impacts of the amendment on public education facilities as indicated below. Please note that as per The School Board of Broward County, Florida, Policy 1161, amended and adopted January 15, 2008, the applicant will be subject to a fee for the review of the application. The applicant is encouraged to contact the School Board staff to discuss this review as soon as possible.

1. Identify the existing public elementary and secondary education facilities serving the area in which the amendment is located.

The public education facilities serving the area in which the amendment is located are:

- **Drew Elementary**
- **Crystal Middle**
- **Blanche Ely High**

2. Identify the existing school enrollment and permanent design capacity of the public elementary and secondary education facilities serving the area.

	Enrollment	Capacity
• **Drew Elementary**	**644**	**631**
• **Crystal Middle**	**1,351**	**1,343**
• **Blanche Ely High**	**2,084**	**3,473**

3. Identify the additional student demand resulting from this amendment – calculations must be based on applicable student generation rates specified in the Broward County Land Development Code.

	Additional Student Demand *
• **Drew Elementary**	**24 units x 0.084 = 2.016**
• **Crystal Middle**	**24 units x 0.083 = 1.992**
• **Blanche Ely High**	**24 units x 0 = 0**

*** Note – Site already exists as Mobile Home Park. Students are already in the schools.**

4. Identify the planned and/or funded improvements to serve the area in which the amendment is located as included within the School Board's five year capital plan – provide student demand projections and information regarding planned permanent design capacities and other relevant information.

	Planned/Funded Improvements
• **Drew Elementary**	**None**
• **Crystal Middle**	**$2,848,942***
• **Blanche Ely High**	**$3,664,350***

*** Note – Funds are carry-over funds.**

5. Identify other public elementary and secondary school sites or alternatives (such as site improvements, nominal fee lease options, shared use of public space for school purposes etc.), not identified in Item #4 above, to serve the area in which the amendment is located.

None identified at this time.

XVIII. PLAN AMENDMENT COPIES

A 1 hard copy and 11 digital copies, as required by DEO, of the corresponding local land use plan amendment application, if transmitting concurrent to DEO, including transmittal letter from municipality to DEO. For small scale land use plan amendments, 1 hard copy and 5 digital copies must be submitted.

This information will be provided as requested.

LIST OF EXHIBITS

1) Letter of September 24, 2013

2) Existing land use map (color)

3) Survey dated October 24, 2013 (under seal)

4) Opinion of title

5) Executive Director Barbara Blake Boy letter w/attachments (58 pages)

6) Letter from Waste Management

7) Public School Impact Application

8) Letter from Broward County Transportation Department

9) Letter from Broward County Water Management Division

10) Letter from Broward County Water and Wastewater Engineering Division

11) Ordinance 2014-42 – rezoning from I-1Industrial to MH-12 Mobile Home Park

12) Two checks a) City of Pompano Beach for $7,000 for land use amendment fee and b) check to Broward County for $12,146 for Small-Scale Land Use Amendment

Exhibit 1

Letter of September 24, 2013

LAW OFFICES
JOHNSTON & METEVIA, P.A.
BANK OF AMERICA BUILDING, SUITE 301
2335 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33062-5244

TEL. 954-942-6633
FAX 954-942-3958

THOMAS W. JOHNSTON, Esq.
tjwm1@aol.com

WHITNEY ANNE METEVIA, Esq.
wmetevia@earthlink.net

September 24, 2013

Robin M. Bird
Development Services Director
City of Pompano Beach
100 W. Atlantic Blvd., 3rd Floor
Pompano Beach, FL 33060

Re: Our client, 1600 Corp. - trailer park, 1400-1600 NW 33rd Street

Dear Mr. Bird:

Attached to this letter of introduction, please find the following: two color maps with attached indexes, the first showing the zoning map issue that my clients need to have corrected, and the Future Land Use map issue which also needs to be corrected.

My clients purchased this property in the early 1980s and have operated it exclusively and continuously without interruption until they sold it approximately seven years ago. The people who bought it were going to turn it into an industrial use and did not maintain the park to the high standards my clients have kept it in over the previous years. In the end, my clients had to foreclose on their mortgage and take back the property and at the same time the purchasers went bankrupt. This was an absolute nightmare.

By the time my clients got possession of the property earlier this year and legal title returned and vested in them, the condition of the park, the lack of maintenance and upkeep was poor, and my clients incurred substantial expense in legal and administrative fees and were left with "digging out from under" concerning Code Compliance violations which are still open. Presently they are still trying to resolve the code issues through our office and their fine engineer Carl Forbes, PE.

That aside, you and I have had three meetings over the last several months to discuss the options and alternatives, so we could prepare a "critical path" for a resolution of the zoning and land use issues which came as a complete surprise and news to my clients, at an earlier conference you had with them, before retaining me.

When you and I originally met, we talked about resolving both the zoning and land use issues, and then moving forward concerning my clients' being able to remove and replace old and deteriorated trailers and units, and replacing them with modern ones of a higher standard. As you know, my clients have "vested rights" as the trailer parks' (one at 1400 and the other at 1600) have had continuous ownership and have continuously operated prior to annexation into the City of Pompano Beach. As I stated, my clients have "vested rights" and you and I are both aware of the legal implications of that term. This site has been used for more than 50 years as a trailer park.

I started my journey by obtaining all of the information that I could from the records and archives of the City, so I could prepare a legal and historical perspective from the stand-point of the City of Pompano Beach. Thereafter, I contacted the Director of Planning Deanne Von Stetina, of the Broward County Planning Council, and Broward County Planning Section Manager Martin Berger and Senior Planner Evangeline Kalus. Further, I contacted Zoning Official and Building Services Section Manager Jeff Day.

I traveled to each one of these individual's offices, and met with them and discussed these matters in an attempt to obtain an accurate recount of the history of these properties as far as their planning and zoning.

I attach in this booklet as Part II, the City's current zoning maps referred to above and thereafter, individual sections on the history on both zoning and land use.

In Zoning Part III, please find recitation from Daniel Keester as to his research of the City's records and his conclusions and observations, together with responses to four letters of request directed to the individual folio numbers for the properties at 1400 NW 33rd Street and 1600 NW 33rd Street, my clients' properties. Lastly, attached is a letter dated July 3, 2013, from Broward County Zoning Official Jeff Day with certain pertinent documents relating to this property during the time period of my request to Mr. Day (prior to annexation).

The zoning issue turns on the fact that without a request by our client, and with no other recorded evidence, part of the park at 1400 NW 33rd Street somehow became "zoned I-1" per the City's colored map. According to the County, the zoning in that area has historically been T-1, *Trailer Park District*. At the time the property came into the City, it became MH-10, and was later changed to MH-12. Please correct me if I am wrong, but I see no text change for the I-1 industrial treatment of this particular portion of the park at 1400 NW 33rd Street. Perhaps it was an error, or an anomaly, or it did not occur in the City's zoning staff's department, or it was an accident, mistake or fictitious creation of the map maker?

It is not my purpose to point fingers at anyone, only to illustrate that lawfully, in my opinion, that portion of 1400 NW 33rd Street parcel, should be zoned and shown on the color map as MH-12, which the majority of the parent tract currently is, and has been historically zoned, before annexation into the City, as a trailer park or residential. The County and the City's aerial photographs for these periods of time will bear out this historical trailer park use and I am sure this is not an issue of fact we will have to debate. My clients' residential trailer park zoning must be restored to this parcel. This restoration and zoning correction will reflect and bear out the actual historical facts.

My clients stand ready to have me file an application on their behalf to correct this error or omission, and reestablish the zoning in that rectangular quadrant back to the current MH-12 which the balance of the trailer park enjoys.

Now, if that were not enough, my clients found out at the same time they found out about the zoning issue, the underlying land use as depicted by the City's Future Land Use map is also in error according to their history and knowledge of the property they have owned.

In this regard, I have met with Ms. Von Stetina and Ms. Kalus and Mr. Berger, and have attached hereto in Part IV Land Use, recitations from them in response to my inquires on behalf of the County's Planning Dept., and the Planning Council.

When I met with Ms. Von Stetina, she shared with me (the letter is July 8, 2013, signed by Executive Director Barbara Blake Boy) that the County at no time has initiated any legislative action to establish industrial land use over the section shown on the map where it is printed "NW 14th Avenue." As you know, this is unplatted property and a copy of the unofficial, unrecorded plat has been recorded as some have historically been in Broward County over the years and therefore, there is printed on the County's Future Land Use map, (also the City's map) the indication there is NW 14th Avenue there. There has never been a 14th Avenue on this site at any time in the history of Broward County. This is just a printed notation that someone put there and it got reprinted. There is no NW 14th Avenue, it has never been built nor has it ever been used and it certainly has never been dedicated or deeded for public use.

At sometime in the past, I would suggest, there occurred an error, mistake or anomaly, causing this small strip to be filled in with purple color on the map. The purple color would indicate a land use of industrial and apparently without any legislative action of either Broward County or City of Pompano Beach Commission. There apparently was a notation of this strip on an "inclusion map" which I maintain was an error, and submitted to the County sometime in 1989. This error, which

shows this area as industrial, got picked up by the County and thereafter the map color changed to industrial. The previous designation had been trailer park or residential.

I read notations in Broward County's master file, which was shared with me during my conference with Ms. Von Stetina, where she showed me there had been communications between the County and the City of Pompano Beach questioning this "notation," and the City "was going to investigate and get back to the County." Her filed also shows the County never received a response from anybody in the City's Planning and Zoning Department, and thereafter by "default," the map color was changed as one feature of a multi-part land use amendment sometime in 1992. This is how an error can be picked up and thereafter perpetuated. My clients made no application to change this small strip and land use to industrial, nor does it make any logical or Planning sense. No one would bifurcate the entire trailer park almost in two, in the middle, with such a "wild hair" industrial land use designation. From a professional standpoint, it does no make good sense.

The County is willing to entertain and support a minor land use amendment to resolve this issue and here again, our clients are willing to employ me to make an application and prosecute it through the City of Pompano Beach, Broward County Planning Council and the Broward County Commission to correct this error.

The above recitation is what I have discovered to the best of my knowledge and I attach here in booklet form the most germane supporting documents. I did not attach all of the materials we were able to discover and produce because some are not relevant and some are duplicative in a sense that would not be helpful.

From my meetings with you, you have indicated your support of the correction of these zoning and land use issues facing my clients, and are encouraging my clients to resolve these issues, so we can move ahead with the further redevelopment of this trailer park now that the ownership is back in my clients' hands.

We must keep in mind that these changes to the zoning map and land use map occurred over the years without my clients' "actual knowledge" or "permission." My clients have never requested these changes to their property, and the changes were contrary to their land ownership "vested rights" and wishes. Neither the City nor County communicated any lawful notice directly to my clients who were always in possession of the property and always available to receive actual notice as landowners.

On behalf of my clients, I want to thank you and your staff who have worked with me over the last few months and I appreciate ever so much your professionalism and

your support in our efforts to bring these applications forward, for this rezoning back to the correct category, and correction of this land use issue.

Once the petitions for rezoning and minor land use change have been filed, then you and I can meet to construct a practical protocol to allow and permit the orderly replacement of the oldest and most needy trailers with new units. My clients are supportive of and are taking corrective action concerning the Code Compliance complaints and are addressing them monthly with corrective action and are in communication with the City's representative from the Building Department. I suggest that you and I meet again sometime soon and negotiate the reasonable terms of interim use for a temporary permit to be issued to run concurrently while my clients' rezoning and land use petitions are being processed.

As usual, if you have questions, please do not hesitate to contact me. The booklet was prepared so you and I have an omnibus overview of what we are trying to accomplish here in regard to our three meetings and your discussions of what you would like to see occur in this regard.

Very truly yours,

Johnston & Metevia, P.A.

Thomas W. Johnston

TWJ/mjj

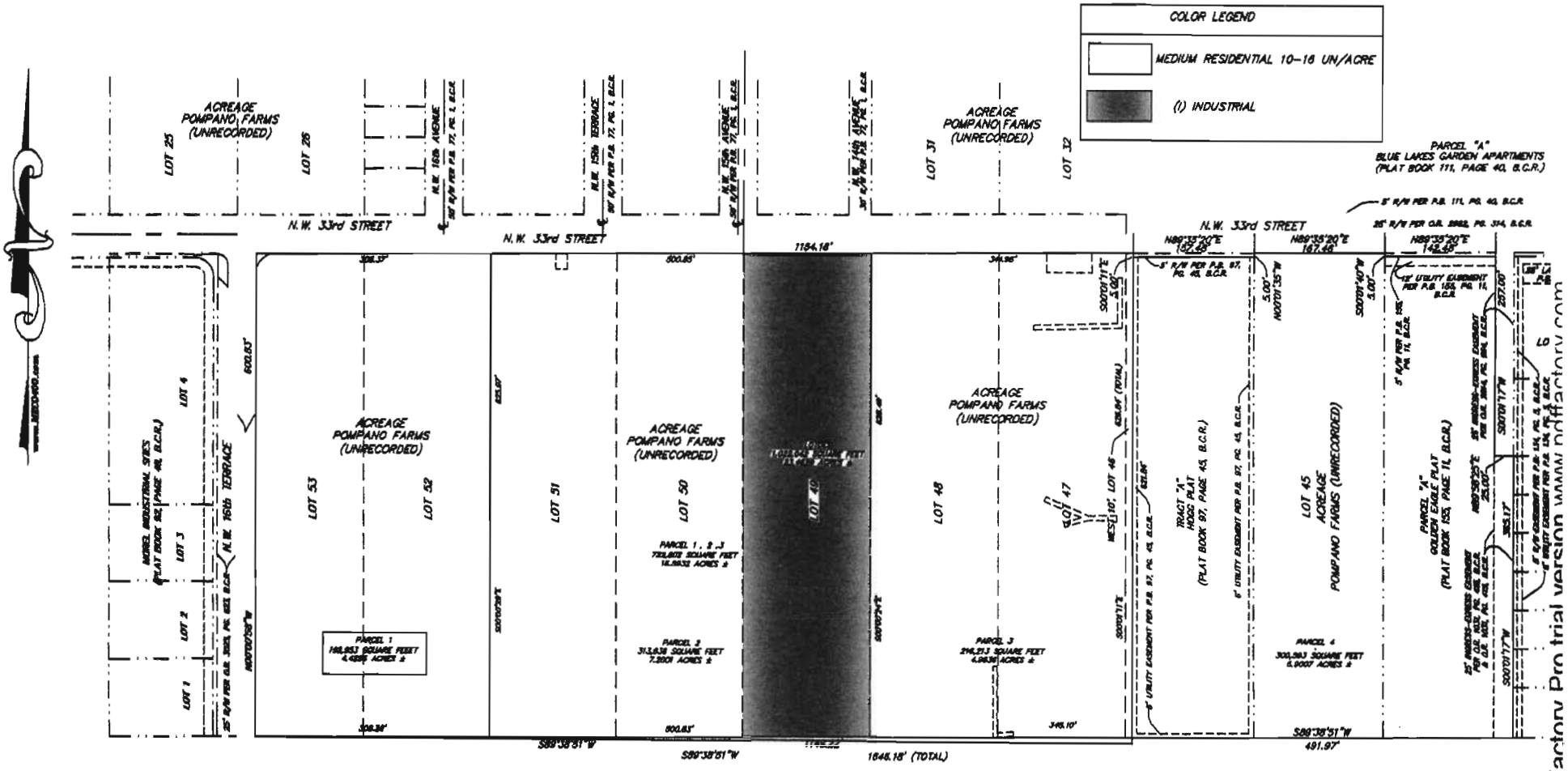
File No. 13-07

cc: John Armonda
George Karas
Peter Armonda
Carl Forbes, PE
Don Allison, Esq.

Exhibit 2

Existing land use map (color)

EXISTING LANDUSE MAP



Legal Description

PARCEL 1

The West one-half (W1/2) of the West one-half (W1/2) of the Northeast one-quarter (NW1/4) of the Southeast one-quarter (SE1/4) of the Northeast (NE1/4) of Section 33, less the North 30 feet thereof and the Northeast one-quarter (NE1/4) of the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NE1/4) of said Section 33, less the North 30 feet thereof, and less the West 35 feet thereof, and less the South 125 feet of the North 150 feet of the West one-half (W1/2) of the West one-half (W1/2) of the Northeast one-quarter (NE1/4) of the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NW1/4) of said Section 33, Township 48 South, Range 42 East, together with:

Legal Description

PARCEL 2

The West one-half (W1/2) of the East one-half (E1/2) of the Northeast one-quarter (NE1/4) of the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NE1/4); and the East one-half (E1/2) of the West one-half (W1/2) of the Northeast one-quarter (NW1/4) of the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NE1/4); the West 10 feet of the East one-half (E1/2) of the East one-half (E1/2) of the Northeast one-quarter (NE1/4) of the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NE1/4); less the North 30 feet thereof; all of Section 33, Township 48 South, Range 42 East; said lands also is described as the West 10 feet of Tract 46, and all of Tracts 47 and 48 of the unrecorded Plat of Pompano Farms; together with:

Legal Description

PARCEL 3

The North 100 feet of the West one-half (W1/2) of the West one-half (W1/2) of the Northeast one-quarter (NE1/4) of the Southeast one-quarter (SE1/4) of the Northeast one-quarter (NE1/4) of Section 33, Township 48 South, Range 42 East; less the North 30 feet thereof, and less the West 35 feet thereof.

Said land situate, lying and being in the City of Pompano Beach, Broward County Florida and containing 723,870 square feet or 16.6202 acres more or less.

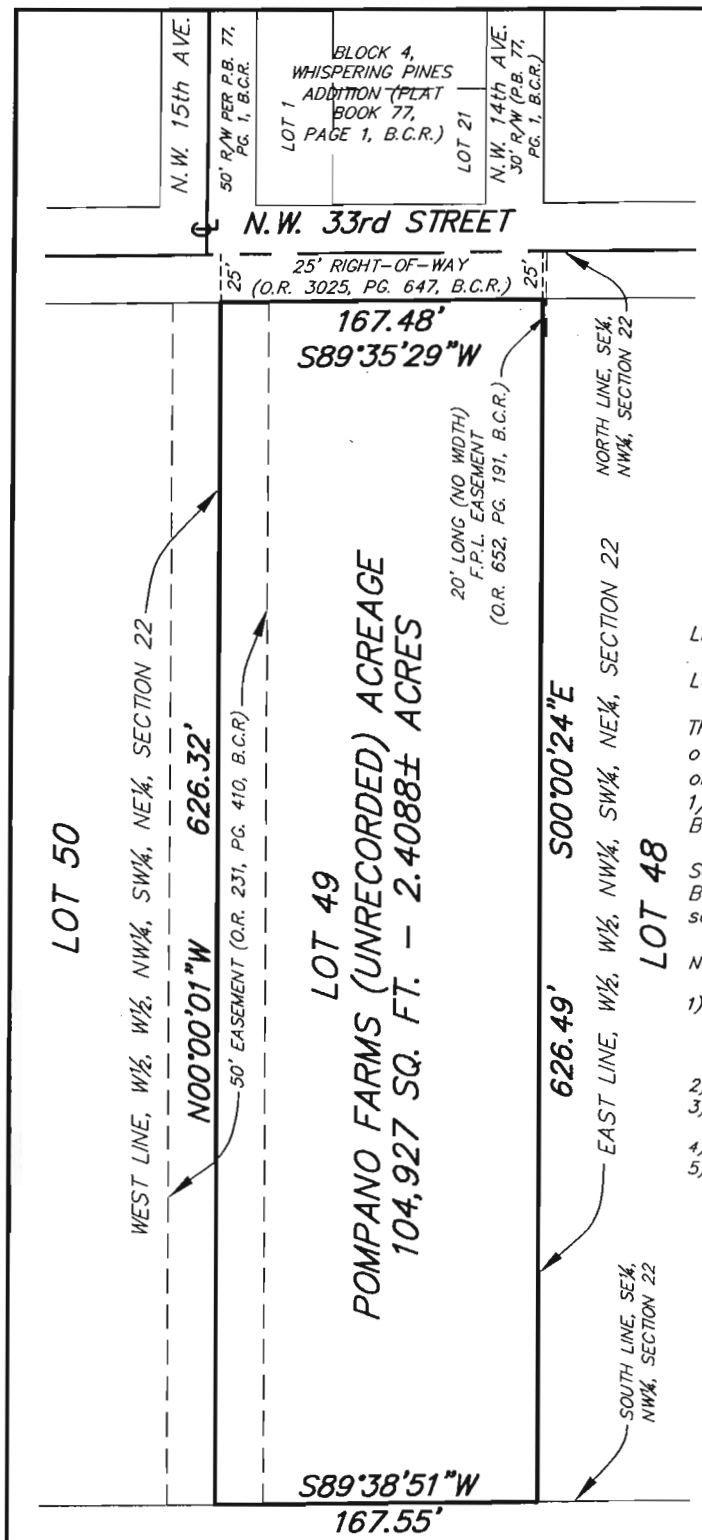
PDF created with pdfFactory Pro trial version www.pdffactory.com

Exhibit 3

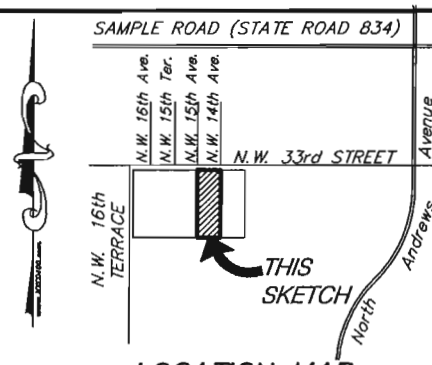
Survey dated October 24, 2013
(under seal)

McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
33301 PHONE (954) 763-7611 * FAX (954) 763-7615



PARCEL "A", I.U.O.E. PLAT
(PLAT BOOK 106, PAGE 9, B.C.R.)



LOCATION MAP
NOT TO SCALE

SKETCH AND DESCRIPTION
LOT 49, POMPANO FARMS (UNRECORDED) IN SECTION 22-48S.-42E.

LEGAL DESCRIPTION:

Lot 49, Pompano Farms (unrecorded) described as follows:

The West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 22, Township 48 South, Range 42 East, Broward County, Florida, LESS the North 25.00 feet thereof.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 104,927 square feet or 2.4088 acres more or less.

NOTES:

1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
2) Legal description prepared by McLaughlin Engineering Co.
3) This drawing is not valid unless sealed with an embossed surveyors seal.
4) THIS IS NOT A BOUNDARY SURVEY.
5) Bearings shown assume the North line of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 22, as South 89°35'29" West.

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 24th day of October, 2013.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____ DRAWN BY: JMMjr

JOB ORDER NO. U-8647 CHECKED BY: _____

REF. DWG.: 07-3-009 C:\JMMjr/2013/U8647 (LOT 49)

Exhibit 4

Opinion of title

THE LAW FIRM OF

GILLESPIE & ALLISON, P.A.

SUITE 100
33 SOUTHEAST 5th STREET
BOCA RATON, FLORIDA 33432

gillespie.allison@prodigy.net

R. BOWEN GILLESPIE, III
DONALD M. ALLISON*

TELEPHONE (561) 368-5758
TELECOPIER (561) 395-0917

don@gillespieallison.com

*Also Admitted in Arizona & California

December 11, 2013

OPINION OF TITLE

{Broward County Land Development Code, Sec. 5-189 (c) (3)}
{Section 177.041 (2) Florida Statutes}

To: Broward County Board of County Commissioners

With the understanding that this Opinion of Title is furnished to Broward County Board of County Commissioners, as an inducement for acceptance of a minor land use amendment in respect of the real property hereinafter described, it is hereby certified that I have examined the Public Records of Broward County, Florida, as of December 3, 2013, at the hour of 6:00 a.m. for the following described property, to-wit:

Lot 49, Pompano Farms (unrecorded) described, as follows:

The West one-half (W ½) of the West one-half (W ½) of the Northwest one-quarter (NW ¼) of the Southwest one-quarter (SW ¼) of the Northeast one-quarter (NE ¼) of Section 22, Township 48 South, Range 42 East, Broward County, Florida, LESS the North 25.00 feet thereof.

Said property situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 104,927 square feet or 2.4088 acres more or less

I am of the opinion that, on the last mentioned date, the fee simple title to the above-described real property was vested in:

1600 Corporation, a Florida corporation

Subject to the following:

Mortgages of Record:

NONE

Easements and rights of way within the boundaries of the subject property:[1]

NONE

Easements and rights-of-way which abut the subject property and are necessary for legal access to the property:

N.W. 33rd Street (see 25' right-of-way for N.W. 33rd Street as recorded on ORB 3025, Page 647, Broward County, Florida).

I HEREBY CERTIFY that the foregoing opinion letter reflects a comprehensive search and title examination of the Public Records of Broward County, Florida affecting the above-described property. I further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 11 day of December, 2013

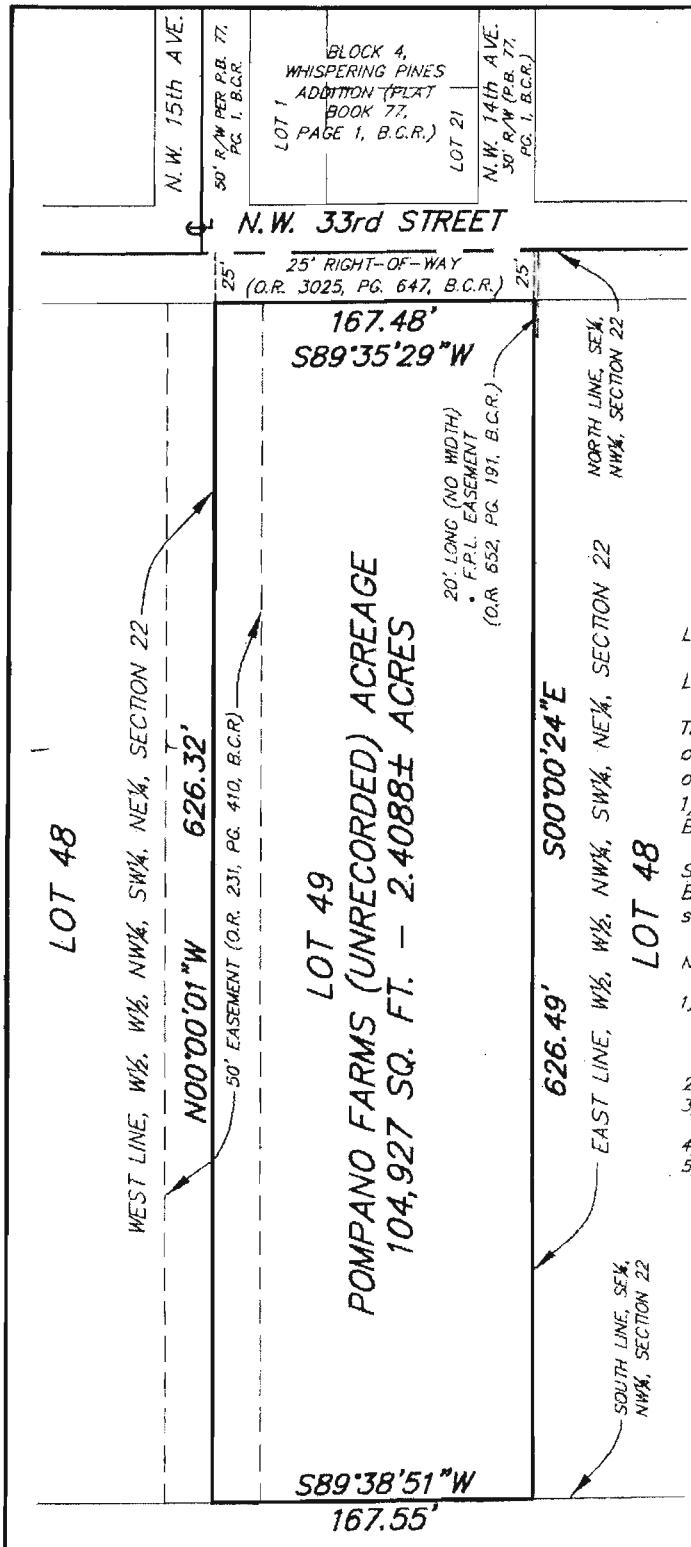
Gillespie & Allison, P.A.

By: _____
Donald M. Allison, Esquire
FBN 263958

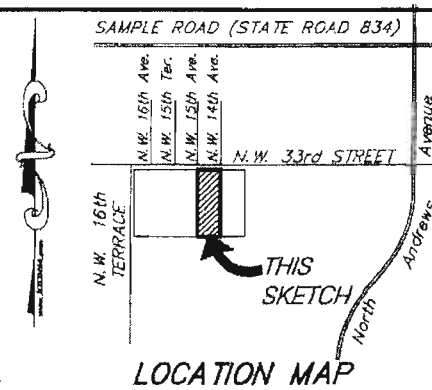
[1] Note that a purported 50' easement (allegedly extending 25' into the property) has been referenced on the survey of the property, dated October 24, 2013, by McLaughlin Engineering Company (attached as Exhibit "1" hereto). The reference for the purported easement recites ORB 231, Page 410, Public Records of Broward County (see copy attached hereto as Exhibit "2"). The cited Exhibit is an unsigned and undated "sales map" prepared in anticipation of a development to be known as Pompano Farms. The recorded document, thus, is a graphic depiction of a condition that did not exist. In fact, the "easement" was never granted, dedicated, configured or used, nor would such an easement be necessary for access to the subject property. Accordingly, in my opinion, there is no cognizable theory or legal basis upon which it could be concluded that the recorded depiction constitutes a formally created, implied or prescriptive easement or a statutory or common law "way of necessity" (see F.S. § 704.01, *et. seq.*) Moreover, if any such type of easement could be inferred on the basis of the depiction, it would not be considered an encumbrance that in any manner impairs or interferes with the proceedings for which this opinion is rendered.

McLAUGHLIN ENGINEERING COMPANY
LB#285

ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
33301 PHONE (954) 763-7611 * FAX (954) 763-7615



PARCEL "A", I.U.O.E. PLAT
(PLAT BOOK 106, PAGE 9, B.C.R.)



LOCATION MAP
NOT TO SCALE

SKETCH AND DESCRIPTION
LOT 49, POMPANO FARMS
(UNRECORDED)
IN SECTION 22-48S.-42E.

LEGAL DESCRIPTION:

Lot 49, Pompano Farms (unrecorded) described as follows:

The West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of Section 22, Township 48 South, Range 42 East, Broward County, Florida, LESS the North 25.00 feet thereof.

Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 104,927 square feet or 2.4088 acres more or less.

NOTES:

1) This sketch reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
2) Legal description prepared by McLaughlin Engineering Co.
3) This drawing is not valid unless sealed with an embossed surveyors seal.
4) THIS IS NOT A BOUNDARY SURVEY.
5) Bearings shown assume the North line of the Southeast one-quarter (SE 1/4) of the Northwest one-quarter (NW 1/4) of Section 22, as South 89°35'29" West.

CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 24th day of October, 2013.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FIELD BOOK NO. _____ DRAWN BY: JMMjr

JOB ORDER NO. U-8647 CHECKED BY: _____

REF. DWG.: 07-3-009 C:\JMMjr/2013/U8647 (LOT 49)

POWER LINE ROAD

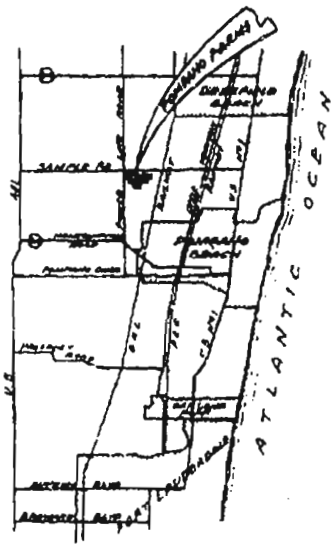
SALES MAP OF

EXHIBIT "A"

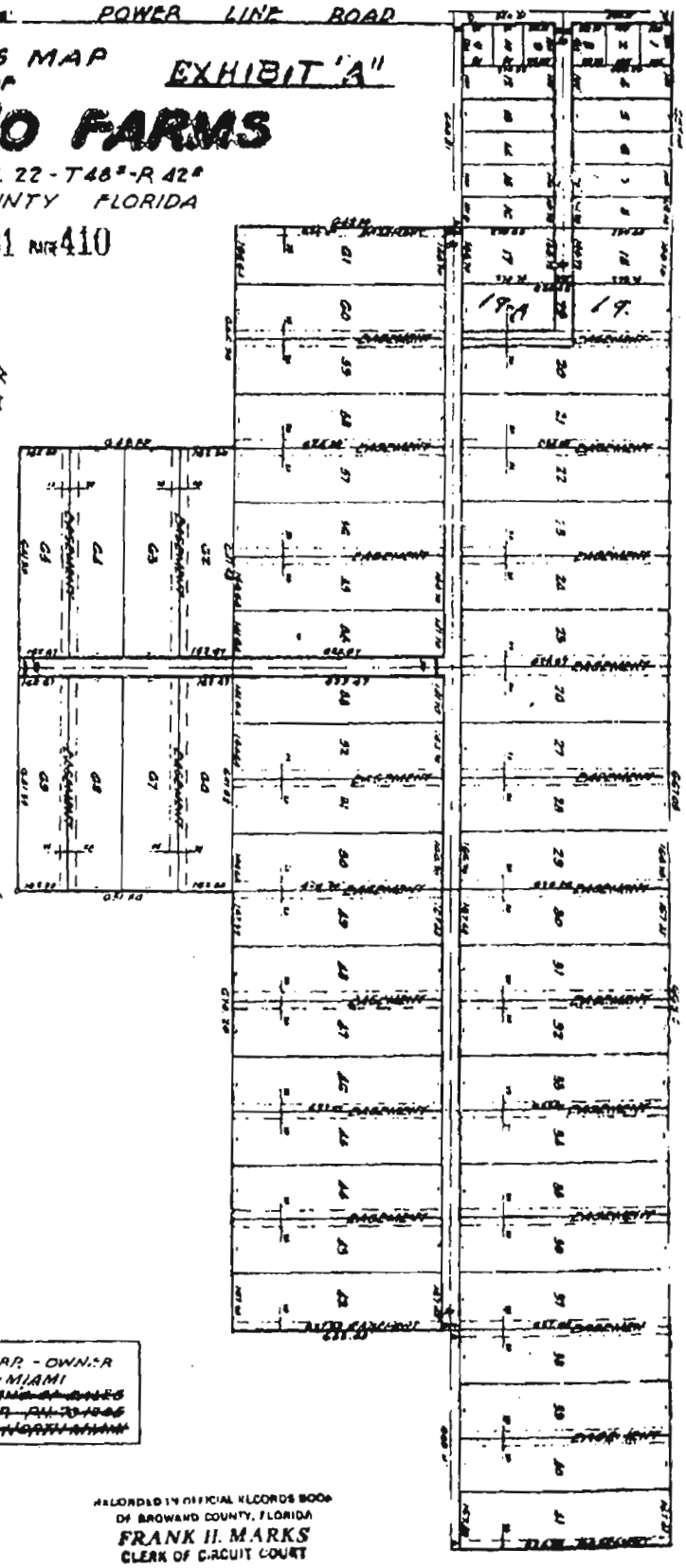
POMPANO FARMS

LYING IN SEC. 22 - T48S - R42E
BROWARD COUNTY FLORIDA

REC. 231 PAGE 410



LOCATION MAP



CORAL INVESTMENT CORP. - OWNER
130 BISCAYNE BLVD - MIAMI
~~ROY H. JONES VARNA INVESTMENTS~~
REG. REAL ESTATE BROKER ~~AL TOMAS~~
~~OFFICE 1500 NE 8 AVE. NORTH MIAMI~~

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

EXHIBIT "2"

Exhibit 5

Executive Director Barbara Blake Boy
letter w/attachments (58 pages total)

BROWARD COUNTY PLANNING COUNCIL

115 South Andrews Avenue, Room 307 ▪ Fort Lauderdale, Florida 33301 ▪ Phone: 954.357.6695

July 8, 2013

Thomas W. Johnston
Johnston & Metevia, PA
2335 East Atlantic Boulevard, Suite 301
Pompano Beach, Florida 33062

Dear Mr. Johnston:

Re: Request for Land Use Plan Confirmation for unplatted lands at 1400-1600 Northwest 33 Street, Pompano Beach, Broward County, Florida. This parcel is generally located on the southeast corner of Northwest 33 Street and Northwest 16 Terrace, in the City of Pompano Beach.

This letter is in response to your correspondence dated June 26, 2013, regarding the historical and future land use plan designations of the above referenced parcel.

Please be advised that the above referenced parcel is currently designated "Medium (16) Residential" (i.e. from the eastern property line to Northwest 14 Avenue), "Industrial" (i.e. from Northwest 14 Avenue to Northwest 15 Avenue) and "Low-Medium (10) Residential" (i.e. from Northwest 15 Avenue to Northwest 16 Terrace) on the Broward County Land Use Plan (BCLUP). See Attachment 1.

Historically, Planning Council staff notes that the entire parcel was designated "Low-Medium (10) Residential" on the 1977 BCLUP map. See Attachment 2. There were no BCLUP map amendments to the subject parcel from 1977 through 1989. The City of Pompano Beach provided the Planning Council with an "inclusion" map to be utilized in determining the land use designations of the 1989 BCLUP map. See Attachment 3. This "inclusion" map, and therefore the 1989 BCLUP map, designated the parcel as "Industrial" from the eastern property line to Northwest 15 Avenue and "Low-Medium (10) Residential" from Northwest 15 Avenue to Northwest 16 Terrace. See Attachment 4. On October 1, 1992, a land use plan amendment (PC 92-6) was approved by the Board of County Commissioners to change the land use designation of a portion of the parcel (i.e. from the eastern property line to Northwest 14 Avenue) from "Industrial" to "Medium (16) Residential." See Attachment 5. There were no other land use plan amendments on the subject parcel from 1992 until present time.

It is recommended that you contact the City of Pompano Beach regarding the interpretation of its certified Plan.

If you have any additional questions in this regard, please contact Deanne Von Stetina, AICP, Director of Planning, at your convenience.

Respectfully,

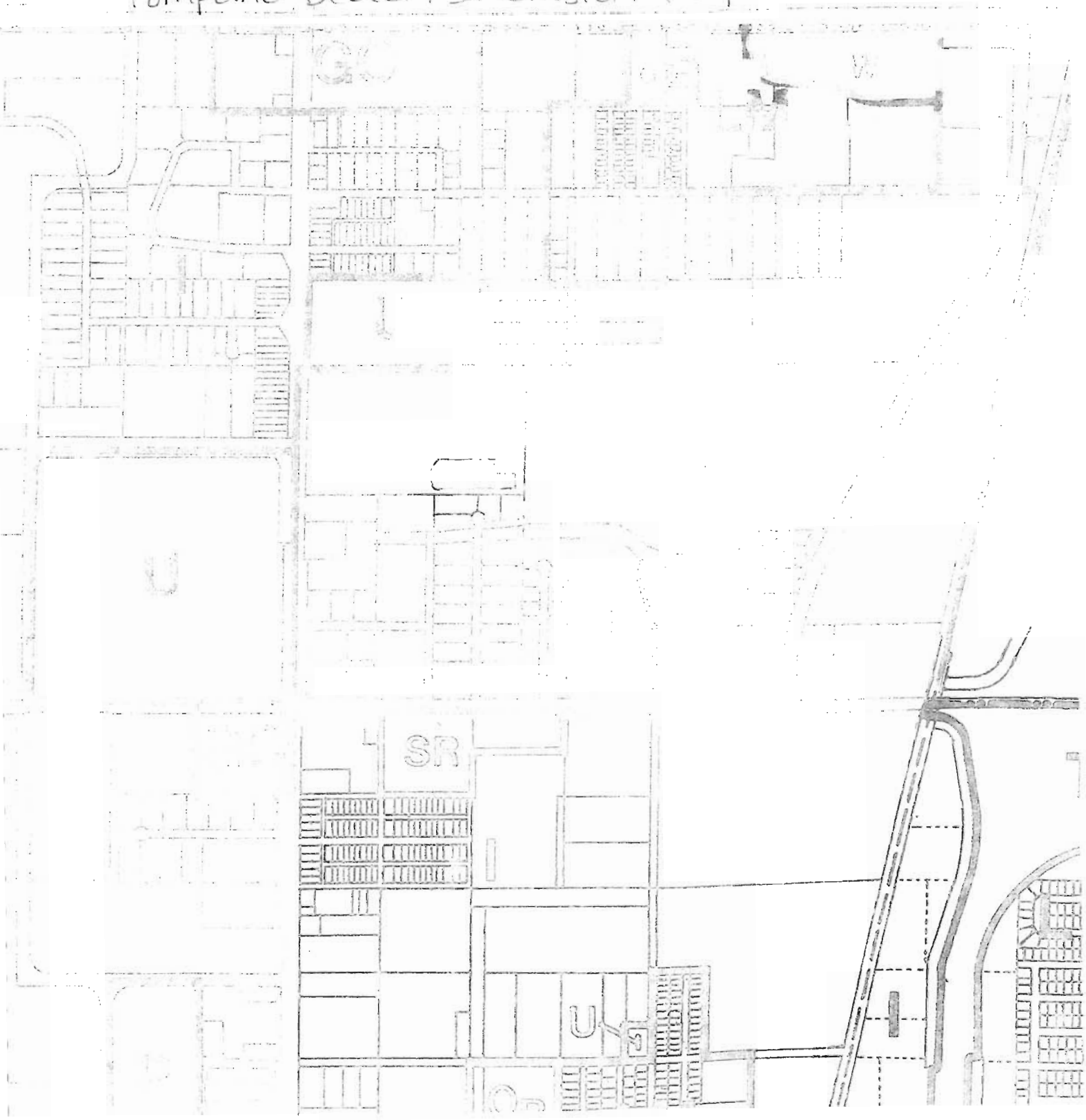
Barbara Blake Boy
Executive Director

BBB:DDV
Attachments

cc/att: Robin Bird, Director, Development Services Department
City of Pompano Beach

ATTACHMENT 3

Pompano Beach Inclusion Map



ATTACHMENT 4

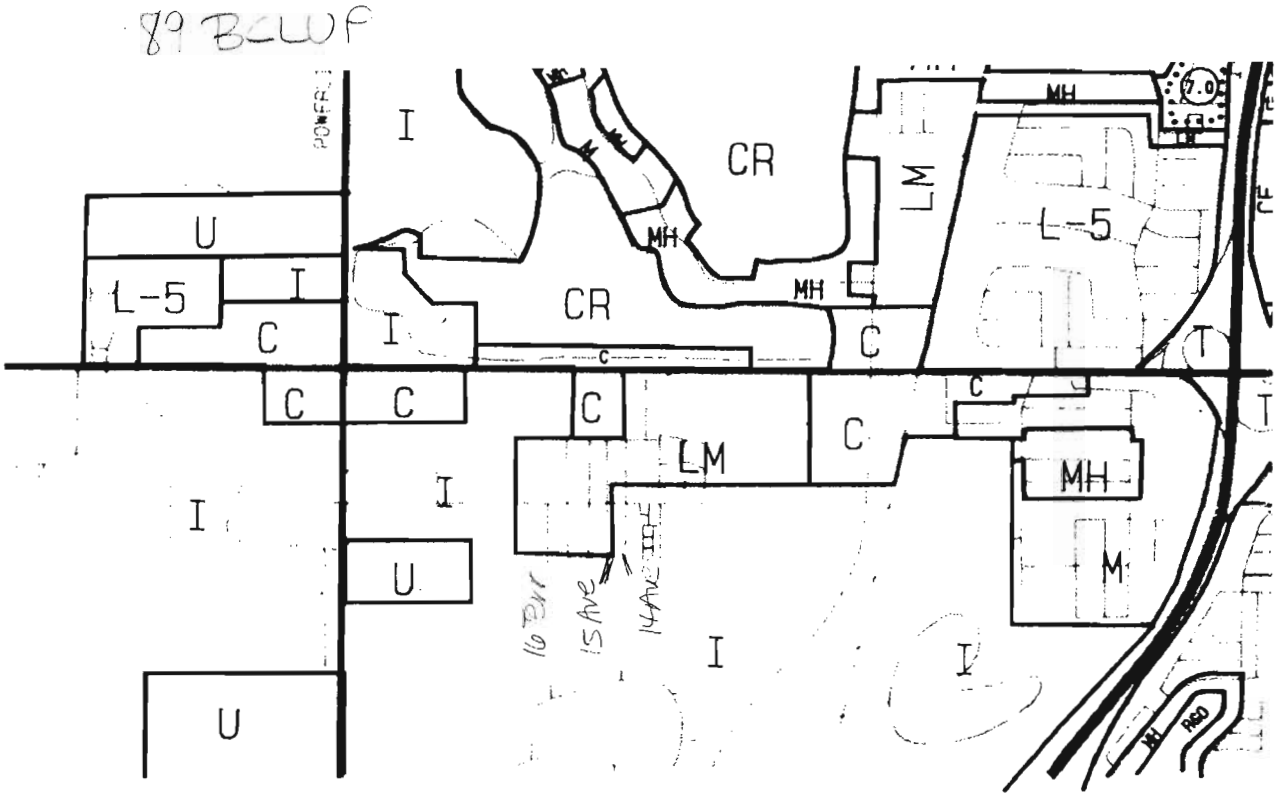
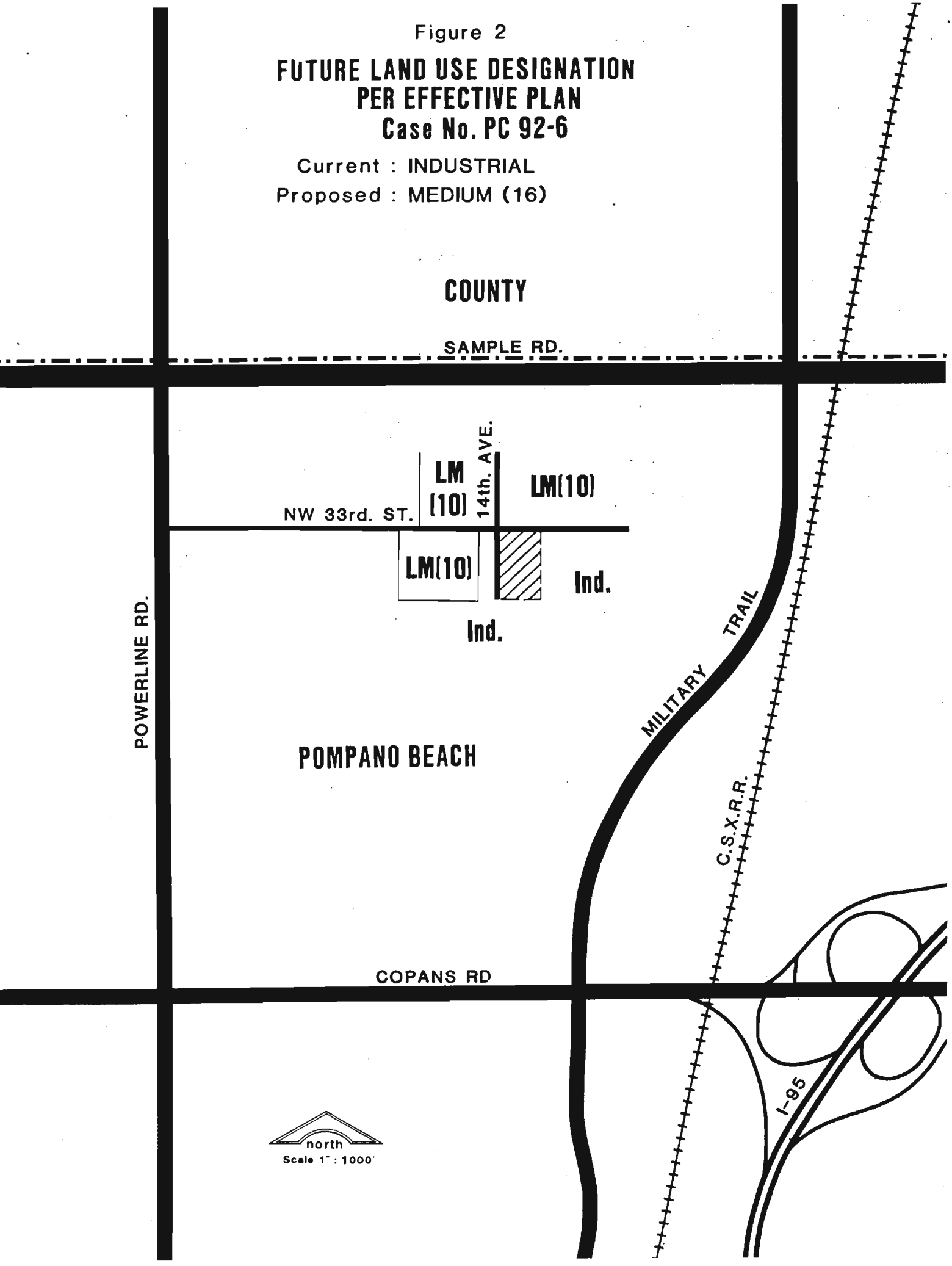


Figure 2

FUTURE LAND USE DESIGNATION PER EFFECTIVE PLAN Case No. PC 92-6

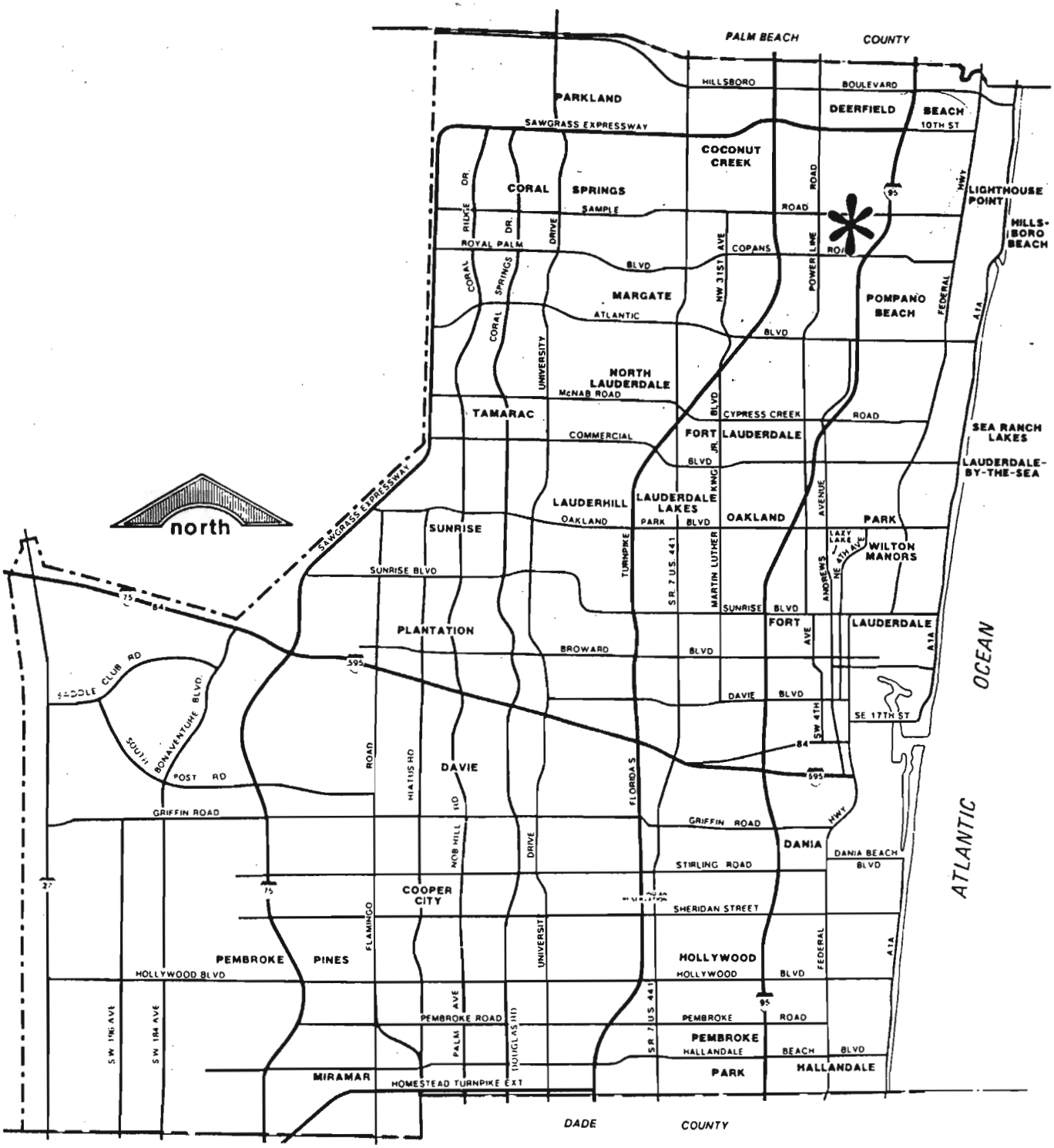
Current : INDUSTRIAL

Proposed : MEDIUM (16)



GENERALIZED LOCATION MAP ATTACHMENT 5

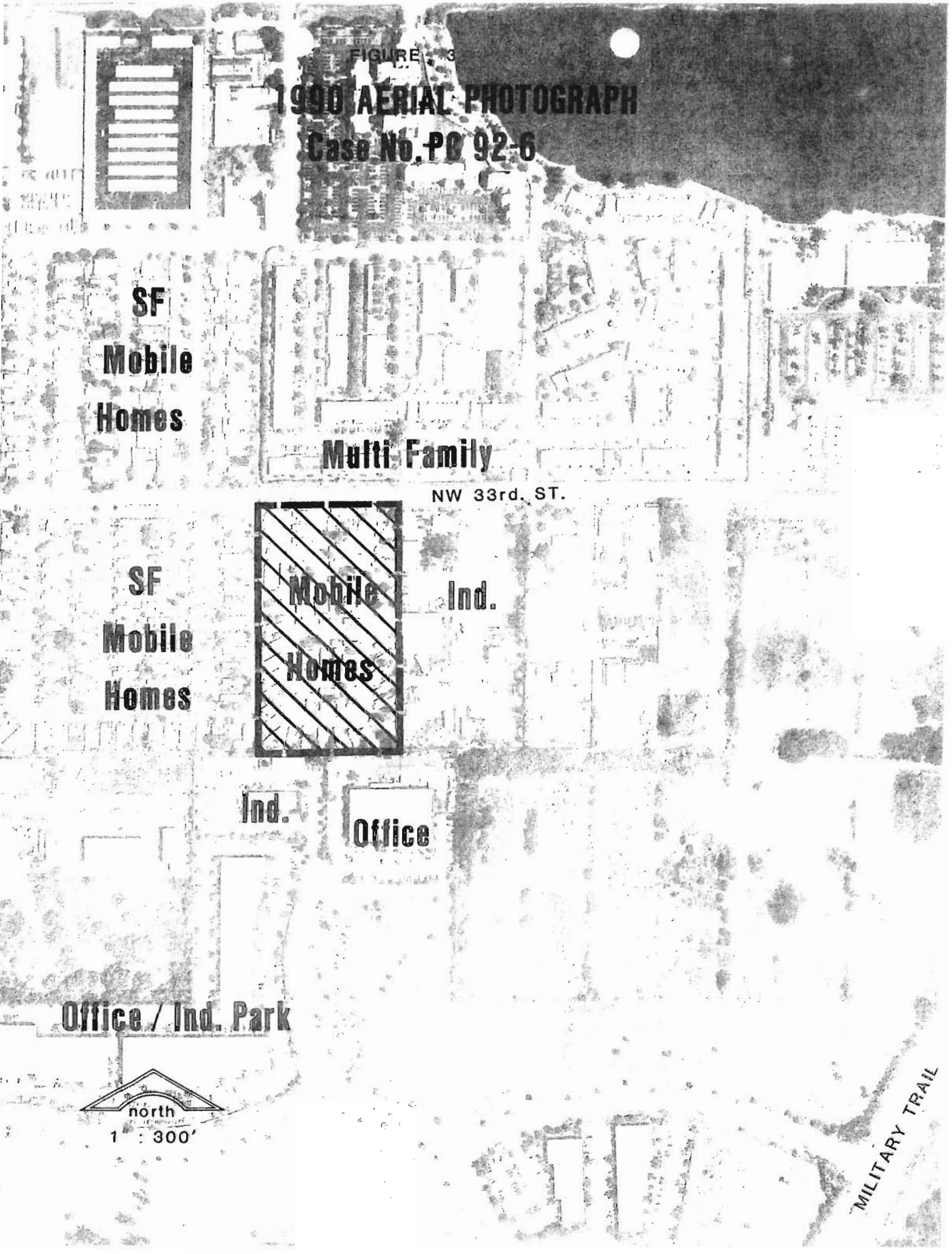
Case#PC 92-6



* Subject Area Location

FIGURE 3

1990 AERIAL PHOTOGRAPH
Case No. PD 92-6



BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PC 92-6

INTRODUCTORY INFORMATION

I. Submitted By: City of Pompano Beach

II. Site Characteristics
A. Size: 4.96 acres ±

B. Location: in Section 22, Township 48, Range 42; bound on the north by N.W. 33 Street; located south of Sample Road, west of I-95 and east of Powerline Road

C. Existing Use: residential mobile home park (May Mobile Home Park)

III. Broward County Land Use Plan Designation
A. Current Designation: Industrial

B. Proposed Designation: Medium (16) Residential

IV. Current Zoning
A. On Site: I-1 (General Industrial)

B. Adjacent: North: RM-12 (Multiple Family Residential)
East: I-1 (General Industrial)
South: I-1 (General Industrial)
West: MH-12 (Mobile Home Park)

V. Initial Applicant and Stated Reasons for Amendment
A. 1400 Corporation of Broward, Inc.; d/b/a May Mobile Home Park

B. "To correct non-conforming land use to the existing mobile home park use which has been in existence for a minimum of 30 years....with no new increase in density or development other than possiblereplacement of old existing units (67 spaces) with newer units."

VI. Recommendation of Local Governing Body
The City of Pompano Beach recommends approval.

PLANNING CONSIDERATIONS

I. Compatibility with Existing and Planned (BCLUP) Land Uses
The proposed use is felt to be compatible with existing and planned uses which are as follows:

A. Existing Uses:	North:	Multi-Family Residential
	East:	Industrial
	South:	Business Park
	West:	Single Family (Mobile Homes)
B. Planned Uses:	North:	Low Medium (10) Residential
	East:	Industrial
	South:	Industrial
	West:	Industrial

The subject parcel contains a 67 space mobile home park. Located north is a mobile home park and a multi-family residential development. Located west is a mobile home park with a density similar to the amendment parcel. A portion of the mobile home park located to the west is designated Industrial; City staff is investigating this inconsistency. Located to the south is a business park development which is buffered from the subject parcel by a fence and foilage. The parcel to the east is buffered from the subject amendment parcel and is principally used for the storage of crane equipment.

II. Availability of Public Services and Facilities
Adequate potable water, sewer, drainage, transportation, parks and recreation and solid waste facilities will be available to serve the proposed designation. See Correspondence Items I and II and Attachment A - Supplemental Report.

III. Natural Resource Impacts
The Broward County Office of Natural Resource Protection has determined that the proposed amendment will not have a significant adverse impact on natural resources provided that centralized potable water and wastewater service is provided to the site. The site is located within Zone 3 of the Pompano Beach Wellfield. It is the Broward County Office of Natural Resource's policy to discourage the use of septic tanks in wellfields. The applicant is currently applying for connection to Broward County Utilities centralized wastewater and potable water treatment facilities. See Correspondence Item II and Attachment A - Supplemental Report.

IV. Consistency with Goals, Objectives and Policies (BCLUP)
The proposed amendment is generally consistent with the goals, objectives and policies of the Broward County Land Use Plan. In particular, it furthers the following policies of the Broward County Land Use Plan.

08.01.09 - Private septic tanks and wells in Broward County should be phased out and replaced with centralized water and wastewater systems, where necessary, to protect the health, safety, and welfare of Broward County's residents.

09.02.03 - Amendments to the Future Broward County Land Use Plan Map (Series) proposing land use categories which permit Industrial uses shall be discouraged, to the greatest extent feasible, within wellfield protection zones of influence as identified by the Potable Water Supply Wellfield Protection Ordinance of Broward County.

CORRESPONDENCE/COMMENTS (ATTACHED)	DATE
I. Broward County Office of Environmental Services Water Resources Management Division	January 29, 1992
II. Broward County Office of Natural Resource Protection	February, 1992
III. The School Board of Broward County Department of Property Management	February 11, 1992
IV. Broward County Office of Planning Development Management Division	February 13, 1992
V. Broward County Office of Planning Plan Implementation Division	February 14, 1992

RECOMMENDATIONS/ACTIONS	DATE
I. Planning Council Staff Transmittal Recommendation It is recommended that the proposed amendment to the Broward County Land Use Plan be approved.	March 20, 1992
II. Planning Council Transmittal Recommendation Approval per staff recommendation.	March 26, 1992

III. County Commission Transmittal Action — April 8, 1992
Approved transmittal of the amendment to the Department of Community Affairs per Planning Council recommendation.

IV. Department of Community Affairs Comments — July 31, 1992
The Department of Community Affairs had no objections to this amendment.

V. Planning Council Staff Final Recommendation — August 21, 1992
It is recommended the proposed amendment to the Broward County Land Use Plan be approved.

VI. Planning Council Final Recommendation — September 3, 1992
Approval per staff recommendation.

VII. County Commission Final Action — October 1, 1992
Approval per Planning Council recommendation.

ATTACHMENT A
SUPPLEMENTAL REPORT
AVAILABILITY OF PUBLIC SERVICES
AND NATURAL RESOURCE IMPACTS

BROWARD COUNTY LAND USE PLAN AMENDMENT PC 92-6

SANITARY SEWER

The subject parcel is not currently served by a centralized wastewater treatment plant. The applicant has committed and is currently processing an application for hookup to the Broward County North District Regional Wastewater Treatment Plant. A Developer's agreement shall be executed by the applicant with Broward County Utilities. Available Plant Capacity is 66 million gallons per day (MGD) with demand of 54 MGD. The proposed amendment reflects the existing use of 67 mobile home sites. Capacity is available to service the existing development.

POTABLE WATER

The subject parcel is not currently served by a centralized potable water plant. The applicant has committed and is currently processing an application for hookup to the Broward County 2A Water Treatment Plant. A Developer's agreement shall be executed by the applicant with Broward County Utilities. Available Plant Capacity is 20 million gallons per day (MGD) with demand of 11.15 MGD. The proposed amendment reflects the existing use of 67 mobile home sites. Capacity is available to service the existing development.

SOLID WASTE

The City of Pompano Beach contracts with the Southern Sanitation Service for the collection of solid waste. The proposed amendment reflects the existing use of 67 mobile home sites. Capacity is available to service the existing development.

DRAINAGE

The subject parcel is within the boundaries of Water Control District #3. The existing mobile home park was built during the 1960's before current drainage standards were required. Upon the proposed redevelopment, the drainage design should include a small diameter overflow to the Northwest 33 Street System approximately 3,000 feet to the east. The Broward County Office of Environmental Services Water Resources Management Division states that a change from Industrial to Medium (16) Residential should lessen the negative impacts to the area's drainage (See Correspondence Item I).

RECREATION

The proposed amendment would not impact demand for recreational facilities since the proposed amendment reflects existing uses. The City of Pompano Beach Land Use Element satisfies the community parks requirement of the Broward County Land Use Plan of 3 acres per 1,000 population.

TRAFFIC

The proposed amendment will not significantly impact the operating conditions of the regional roadway network as it reflects the existing use of the property.

NATURAL RESOURCE IMPACTS

The subject parcel is not located within a designated Historic District or Historically Significant Property, a Local area of Particular Concern, or exhibits wetland characteristics. The subject site is located within Zone 3 of the Pompano Beach Wellfield. The subject parcel is not currently served by a centralized wastewater treatment plant. It is the Broward County Office of Natural Resource Protection's policy to discourage the use of septic tanks in wellfields. The applicant is currently applying for connection to Broward County Utilities centralized wastewater treatment facilities. The site is located in a designated flood prone area and will be subject to the criteria established by the Federal Emergency Management Administration and the South Florida Water Management District as outlined in Broward County Land Use Plan Objective 09.07.00 and related policies.

BROWARD COUNTY
FLORIDA

Public Works Department
Office of Environmental Services
2401 North Powerline Road
Pompano Beach, FL 33069

January 29, 1992

TO: Peter M. Ross, Director
Comprehensive Planning
Broward County Planning Council

FROM: Robert C. Shair, P.E.
Water Resources Management Div.

RCShair ok.

SUBJECT: Proposed Land Use Plan Amendment PC #92-6
City of Pompano Beach

The subject proposed Land Use Amendment was reviewed by the following WRMD staff: Cesar Gomez, Drainage, Dave Markward, Drainage, and Ellis Donsky, Water Supply. Their comments are summarized as follows:

DRAINAGE;

This site is located in Water Control District 3 (WCD 3), a dependent water control district. The information provided in our July 8, 1991 letter to the applicant is still valid. A change from industrial to medium (16) residential should lessen the negative impacts to the area's drainage. The only loss would be the required 1/2" pre-treatment volumes (for water quality) that is in ONPP and WCD 3 criterial for non residential developments.

WATER SUPPLY;

The amendment is located in Zone 3 of the Pompano Beach East Wellfield. Water will be supplied from the Broward County OES-2A System which has adequate capacity.

CONCLUSIONS;

No objections with regard to Water Supply or Drainage.

RCS/SBLupa92-(6.2)

File: RD Proj. Land Use Amends
PC 1/92

CORRESPONDENCE II

OFFICE OF NATURAL RESOURCE PROTECTION

COMMENTS ON PROPOSED LAND USE AMENDMENTS
FEBRUARY 1992

AMENDMENT NO.: 92-6

Municipality: City of Pompano Beach

Existing Land Use: Residential Mobile Home Park

Existing Land Use Designation: Industrial

Proposed Land Use Designation: Medium (16) Residential

Location: Section 22, Township 48 S, Range 42 E

RECEIVED
MAR 9 1992
BROWARD COUNTY
PLANNING COUNCIL

BACKGROUND DATA:

Wellfield YES X NO ____

Wetlands YES ____ NO X **SEE ATTACHED REPORT**

The LUA is located south of NW 33rd St. and 2 blocks south of Sample Road. Adjacent land uses include a mobile home park, condominiums, commercial and industrial uses. A mobile home park has existed on site since 1960. The site is currently not connected to potable water or wastewater treatment facilities. The applicant is currently applying for connection to Broward County Utilities wastewater and potable water treatment facilities. The site is located within Zone 3 of the Pompano Beach Wellfield. In order to prevent possible groundwater contamination, it is ONRP policy to discourage the use of septic tanks in well fields and/or in urbanized areas. The LUA parcel is located within the vulnerable zones of the Pompano City Water Treatment Plant (chlorine) and the OES Wastewater Treatment Facility (chlorine), but this does not represent an unacceptable level of risk to the established population. The LUA is located approximately one mile east of the active Central Disposal Land Fill site. This facility is in compliance with applicable rules and regulations.

FINDINGS:

ONRP finds that the parcel is not served by centralized sewers or potable water and is located within a wellfield zone. ONRP recommends that connection to centralized wastewater and potable water treatment facilities be required for all units on the property. [BCLUP Policies 08.01.08, 08.01.10, 09.02.06]

ONRP finds that sufficient uncommitted capacity exists, at this time, to accommodate the estimated wastewater flow from the proposed amendment when connected. [BCLUP Policies 08.01.04, 08.01.07, 11.01.03]

ONRP finds that the proposed land use amendment will not increase the risk to the population to an unacceptable level from a chemical incident.

OFFICE O. NATURAL RESOURCE PRC ECTION

WETLANDS RESOURCE REPORT

LAND USE AMENDMENT NO:	**PC 92-6**
EXISTING LAND USE:	**INDUSTRIAL**
PROPOSED LAND USE:	**MEDIUM (16) RES.**
DATE:	**January 31, 1992**

RESOURCE EVALUATION

Our review of the site indicates that it contains an existing mobile home community. The site does not exhibit wetland characteristics.

IMPACT ANALYSIS

Wetland impact analysis is not applicable for this site based upon the review of existing site conditions. Therefore, no adverse wetland impacts are anticipated and wetlands staff has no objection to the proposed land use change.

Limitation: Evaluation and recommendations presented in this resource report are for land use plan amendment only and are not to be construed as providing approvals or comments for any other purpose.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
DEPARTMENT OF PROPERTY MANAGEMENT
600 S.E. 3rd Avenue, 14th Floor
Fort Lauderdale, Florida 33301

LAND USE AMENDMENT
PUBLIC SCHOOL FACILITY IMPACT STATEMENT

PROPERTY DESCRIPTION

AMENDMENT #: PC 92-6
OWNER/DEVELOPER: 1400 Corp. of Broward, Inc.
CURRENT LAND USE: Industrial
PROPOSED LAND USE: Medium (16) Residential
COMMENTS: Located in the City of Pompano Beach

STUDENT GENERATION PROJECTIONS*

LAND USE		*ADDITIONAL STUDENTS*	
EXISTING PERMITTED UNITS:	0	ELEMENTARY STUDENTS:	40
PROPOSED UNITS:	79	MIDDLE STUDENTS:	22
NET CHANGE:	+79	HIGH STUDENTS:	31

*NOTE: Projections are based upon student generation rates in the Land Development Code.

CURRENT ASSIGNED SCHOOLS*

ELEMENTARY SCHOOL NAME: Winston Park Elementary
ENROLLMENT 1015 SCHOOL YEAR: 1991/92
PERMANENT CAPACITY: 776

MIDDLE SCHOOL NAME: Crystal Lake Middle
ENROLLMENT 1108 SCHOOL YEAR: 1991/92
PERMANENT CAPACITY: 1186

HIGH SCHOOL NAME: Ely High
ENROLLMENT 1708 SCHOOL YEAR: 1991/92
PERMANENT CAPACITY: 1608

*NOTE: School attendance areas are subject to change each year.

PLANNED AND FUNDED IMPROVEMENTS

ELEMENTARY SCHOOLS: None
MIDDLE SCHOOLS: None
HIGH SCHOOLS: New Science building under constrution at Ely

DATE: 2/11/92 BY: Lee A. Slyman
DEPARTMENT OF PROPERTY MANAGEMENT

BROWARD COUNTY
FLORIDA

Office of Planning
115 S. Andrews Avenue, Room 329
Fort Lauderdale, FL 33301
(305) 357-6666 • FAX (305) 357-6694

M E M O R A N D U M

TO: Peter Ross, Comprehensive Planning Director
Planning Council

THRU: Donald L. Kowell, Director
Office of Planning

THRU: Elliot Auerhahn, Development Management Director
Office of Planning

FROM: Donald Stone, Senior Environmental Planner
Donald Burgess, Special Projects Coordinator III

DATE: February 13, 1992

SUBJECT: Land Use Amendments

We have reviewed the proposed Land Use Amendments and have the following comments:

RECEIVED
FEB 17 1992
BROWARD COUNTY
PLANNING COUNCIL

PC-92-1 -- No comments.

PC-92-2 -- No comments.

PC-92-3 -- No comments.

PC-92-4 -- No comments.

PC-92-5 -- No comments.

PC-92-6 -- No comments.

PC-92-7 -- This amendment deletes a portion of the open space within the Oakridge Golf Course and affects 16.6 acres of the course and four of the existing golf holes. The eastern portion of the site has wetland affinities that may be considered jurisdictional wetlands by ONRP.

PC-92-8 -- No comments.

PC-92-9 -- This site contains archaeological site 8BD 2149 as registered in the Florida Master Site File with the State Division of Historic Resources. It is recommended that a Phase 1 archaeological survey, conducted by a professional archaeologist, be performed

prior to any ground disturbing activities. The archaeological report should include a brief history of the area, the field survey methods, the results of the field survey, an assessment of the archaeological significance and potential strategies for management of the resource. The subject property is within the portion of the ADID study area designated as unsuitable for the disposal of fill except for specific activities with substantial, appropriate mitigation.

PC-92-10 -- No known archaeological sites. This site is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-92-11 -- Contains the Sportatorium and Miami/Hollywood Speedway. No known archaeological sites. This site is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation. The site has wetland affinities and may be considered jurisdictional by ONRP.

PC-92-12 -- No comments.

PC-92-13 -- May contain remnants of archaeological site 8Bd89. An archaeological survey should be required to determine if a significant portion of the site remains to require preservation.

PC-92-14 -- May contain remnants of archaeological site 8Bd89. An archaeological survey should be required to determine if a significant portion of the site remains to require preservation.

PC-92-15 -- No known archaeological site present. This site is within the portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-92-16 -- No known archaeological site present. This site is within the portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-91-13 -- No comments.

PC-91-17 -- The site is within that portion of the ADID study area designated as generally unsuitable for the disposal of fill except for specific activities with substantial, appropriate mitigation.

PC-91-36 -- The subject property is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation. No known archaeological sites exist on the property.

PC-91-37 -- The subject property is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-91-39 -- The subject property is within that portion of the ADID study area designated as generally unsuitable for the disposal of fill except for specific activities with substantial, appropriate mitigation. A recently completed survey of archaeological sites in western Broward County indicates the potential for an archaeological site within the boundaries of this property.

BROWARD COUNTY
FLORIDA

Office of Planning
115 S. Andrews Avenue, Room 329
Fort Lauderdale, FL 33301
(305) 357-6666 • FAX (305) 357-6694

MEMORANDUM

DATE: February 14, 1992

TO: Peter M. Ross, Director of Comprehensive Planning
Broward County Planning Council

THRU: Donald L. Kowell, Director
Office of Planning

FROM: Roy H. Groves, Director R.H.G. by a.s.
Plan Implementation Division

RECEIVED
FEB 17 1992
BROWARD COUNTY
PLANNING COUNCIL

SUBJECT: REVIEW OF 19 PROPOSED AMENDMENTS TO THE BROWARD COUNTY LAND USE PLAN SCHEDULED FOR THE PLANNING COUNCIL'S PUBLIC HEARING ON MARCH 26, 1992

The following is a review prepared by the staff of the Plan Implementation Division of 19 proposed amendments to the Broward County Land Use Plan. Each amendment was reviewed for compatibility with the Future Unincorporated Area Land Use Plan, whether the amendment area is within a Compact Deferral Area as of February 1, 1992, and whether the proposed amendment would impact County owned property or facilities.

1. Proposed Amendment PC 92-1

   The subject area is located within the Unincorporated Area. The area is currently located within a Compact Deferral Area resulting from the over-capacity road segments of Sunrise Boulevard between NW 31st and NW 34th Avenues and NW 23rd Avenue between Sunrise Boulevard and NW 19th Street. County-owned land and a public service facility is located at the southeast intersection of 31st Avenue and Sunrise Boulevard.

2. Proposed Amendment PC 92-2

   The subject area is located within the Unincorporated Area. The area is currently located within a Compact Deferral Area resulting from the over-capacity road segment of Sunrise Boulevard between NW 31st and NW 34th Avenues. the area is in the vicinity of the County's new Public Safety facility and two County fire stations.

3. Proposed Amendment PC 92-3

   The subject area is located within the City of Sunrise; is not contiguous to Unincorporated Area. The area is currently within a Compact Deferral Area resulting from the over-capacity road segment of Pine Island Road between Oakland Park Boulevard and Commercial Boulevard. The area does not affect County-owned property.

4. Proposed Amendment PC 92-4

The subject area is located within the City of Coral Springs, is not contiguous to Unincorporated Area, is not currently within a Compact Deferral Area, and does not affect County-owned property.

5. Proposed Amendment PC 92-5

The subject area is located within the Town of Davie and is not contiguous to Unincorporated Area, is not currently within a Compact Deferral Area, and does not affect County-owned property.

6. Proposed Amendment PC 92-6

The subject area is located within the City of Pompano Beach and is not contiguous to Unincorporated Area, the area is currently located within a Compact Deferral Area resulting from the over-capacity road segment of Sample Road between I-95 and the entrance to the Florida Turnpike. The area is located 1/2 mile east of a County fire station located at Powerline Road and NW 32nd Street.

7. Proposed Amendment PC 92-7

The subject area is located within the City of Dania and is not contiguous to Unincorporated Area. The area is not currently in a Compact Deferral Area. However, it is located to the west of a compact deferral area resulting from the over-capacity road segment of Ravenswood Road between Griffin Road and Stirling Road. A 30-acre commercial development at the subject site may result in making Griffin Road at 31st Avenue over-capacity. This will be considered at the time of platting and site plan review. The area is in the vicinity of a County fire station and public service facility located at SW 31st Avenue and SW 54th Street.

8. Proposed Amendment PC 92-8

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is currently within a Compact Deferral Area resulting from the over-capacity road segment of Pines Boulevard between University Drive and the Florida Turnpike, together with University Drive between Johnson Street and Taft Street. In addition, Pines Boulevard is approaching over-capacity between University Drive and Palm Avenue. There are no County facilities within the vicinity of the subject area.

9. Proposed Amendment PC 92-9

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is not currently within a Compact Deferral Area. There are no County facilities within the vicinity of the subject area.

10. Proposed Amendment PC 92-10

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is not currently within a compact Deferral Area. There are no County facilities within the vicinity of the subject area.

11. Proposed Amendment PC 92-11

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is located adjacent to a Compact Deferral Area resulting from the road segment of Pines Boulevard between SW 160 Avenue and I-75. In addition, Pines Boulevard between SW 160 Avenue and SW 184 Avenue is Approaching Over-Capacity. An increase of intensity from Commercial Recreation to Low (5) Residential and Commercial may result in making Pines Boulevard over-capacity. This will be considered at the time of platting and site plan review. There are no County facilities within the vicinity of the subject area.

12. Proposed Amendment PC 92-12

The subject area is located within the City of Pembroke Pines and is adjacent to Unincorporated Area on the north side of Sheridan Street which is designated Commercial. The subject area is not located within a Compact Deferral Area. A County fire station is located on Volunteer Road at Sunset Lane.

13. Proposed Amendment PC 91-13

The subject area is located within the Unincorporated Area. Low (5) Residential abuts the subject area on all four sides. Staff does not consider the proposed Industrial an appropriate land use within an established residential neighborhood. The subject area is presently located within a Compact Deferral Area resulting from the over-capacity road segment of Sunrise Boulevard between NW 31st Avenue and NW 34th Avenue. There is County-owned property and a public service facility located at NW 31st Avenue and NW 8th Road and a County neighborhood park located at NW 8th Road and NW 28th Avenue.

14. Proposed Amendment PC 91-36

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. The subject area is contiguous to Miramar Park, a dedicated undeveloped County regional park.

15. Proposed Amendment PC 91-37

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. The subject area is next to Miramar Park, a dedicated undeveloped County regional park.

16. Proposed Amendment PC 92-13

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

17. Proposed Amendment PC 92-14

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

18. Proposed Amendment PC 91-39

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

19. Proposed Amendment PC 91-17

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

Subj: **RE: 1600 Corp. - trailer park at 1400-1600 NW 33rd Street**
Date: 6/14/2013 8:16:04 A.M. Eastern Daylight Time
From: MABERGER@broward.org
To: Tjwm1@aol.com
CC: DVONSTETINA@broward.org, GDAY@broward.org

Mr. Johnston:

We have researched the land use and zoning of the subject property prior to annexation into the City of Pompano Beach. Please see the attached response to your May 31 letter.

I hope this information gives you what you need.

BROWARD COUNTY FLORIDA

Martin Berger
Planning Section Manager
Development Management and Environmental Review Section
Planning and Redevelopment Division
Environmental Protection and Growth Management Department
1 North University Drive, Suite 102A, Plantation, Florida 33324
Phone: (954) 357-6623 Fax: (954) 357-6521
maberger@broward.org

Our Best. Nothing Less.

From: Tjwm1@aol.com [mailto:Tjwm1@aol.com]
Sent: Friday, May 31, 2013 3:53 PM
To: Berger, Martin
Subject: 1600 Corp. - trailer park at 1400-1600 NW 33rd Street

Dear Mr. Berger:

Attached please find my letter. Thank you.

Tom Johnston

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

BROWARD COUNTY
FLORIDA

Environmental Protection and Growth Management Department
PLANNING AND REDEVELOPMENT DIVISION
1 North University Drive, Suite 102-A • Plantation, Florida 33324 • 954-357-6666 • FAX 954-357-6521 • 954-519-1412

June 14, 2013

Mr. Thomas W. Johnston
Johnston & Metevia, P.A.
Bank of America Building, Suite 301
2335 East Atlantic Boulevard
Pompano Beach, Florida 33062

RE: 1600 Corp. – Trailer Park Facility at 1400 – 1600 NW 33rd Street, Pompano Beach

Dear Mr. Johnston:

In accordance with your May 31, 2013 request, we have researched the status and designation of the land use and zoning of the above referenced property at the time the property was annexed into the City of Pompano Beach. It appears that the County's current land use designations for the property are the same as the land use designations shown on the City's Future Land Use Map which you provided: "Low-Medium (10) Residential" west of 15th Avenue, "Industrial" between 14th Avenue and 15th Avenue and "Medium (16) Residential" east of 14th Avenue. However, the 1977 BCLUP shows the entire area as "Low-Medium (10) Residential," and the 1989 BCLUP shows "Low-Medium (10) Residential" west of 15th Avenue and "Industrial" east of 15th Avenue. The property currently designated "Medium (16) Residential" was the subject of an amendment in 1992 (see attached). It appears the discrepancy was created in 1989, when the area east of 15th Avenue was designated "Industrial."

With respect to the property's zoning, a recorded resolution adopted and effective on May 13, 1960, designated the subject property "Trailer Park T-1 District" (O.R. Book 1975, Page 456). However, a later resolution, adopted and effective February 13, 1976, rezoned "All of the following parcels in the unrecorded plat of Pompano Farms lying in the North half of Section 22, Township 48 South, Range 42 East, more particularly described as: Tracts 1 through 4, 8 through 21, 42 through 46, 58 and 62, 64 through 69, and the South 155.05 feet of Tract 33 less R/W, and all that part of Tract 61 and West 133.30 feet of Tract 60 lying North of the Easterly extended North right-of-way line of N.W. 32nd Street" as "M-3 General Industrial District." The two resolutions are attached for your information.

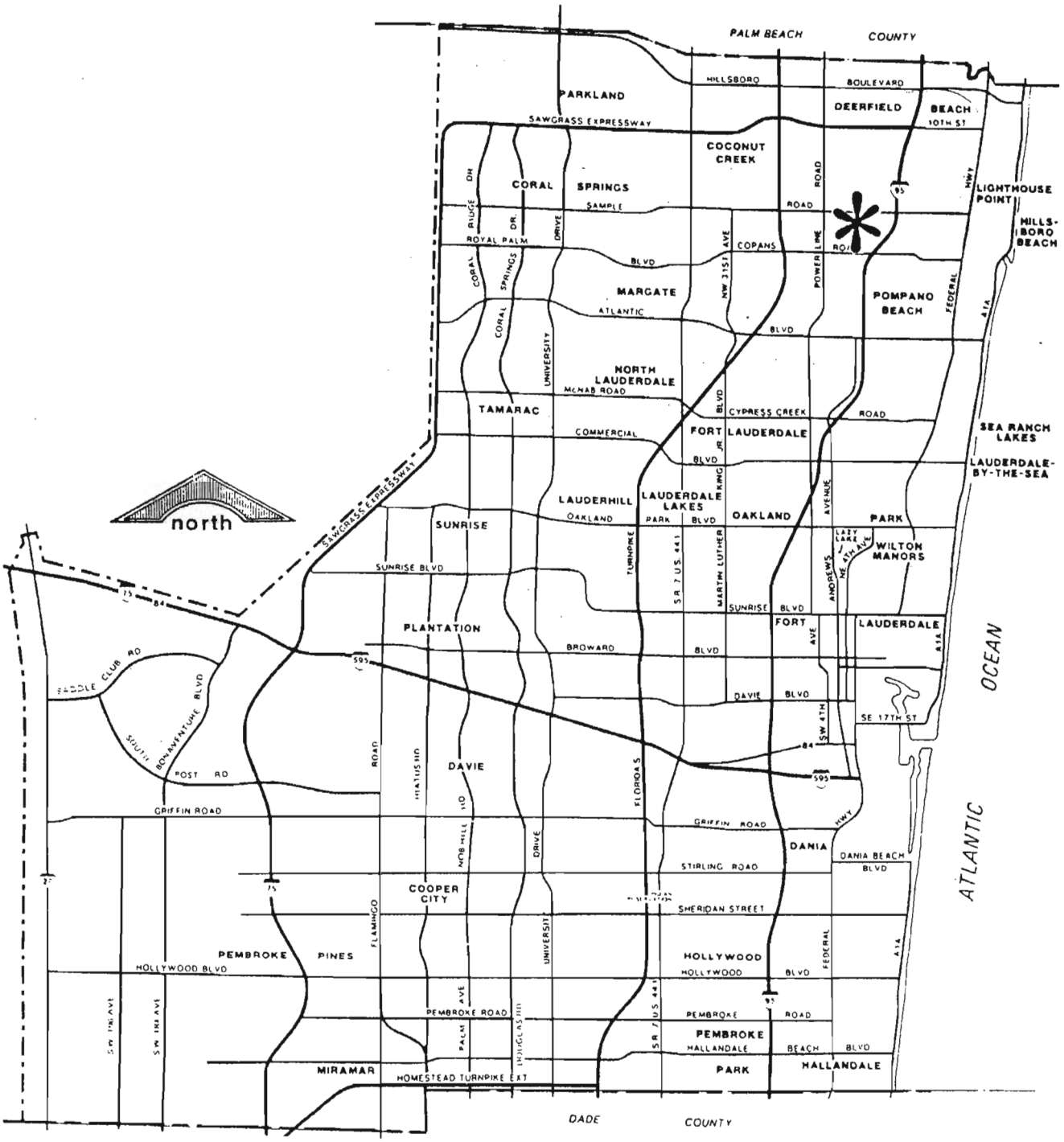
Based on this research, it appears that the City's Future Land Use Map and Zoning Map may not be accurate. If you have any questions in regard to this response, please contact me. For additional information regarding the Land Use Plan, please contact Deanne Von Stetina of the Planning Council (954-357-6695 or dvonstetina@broward.org). For additional information regarding County zoning issues, please contact Jeff Day of this Division at 954-754-4400, extension 9868, jday@broward.org.

Sincerely,

Martin Berger
Planning Section Manager

GENERALIZED LOCATION MAP

Case#PC 92-6



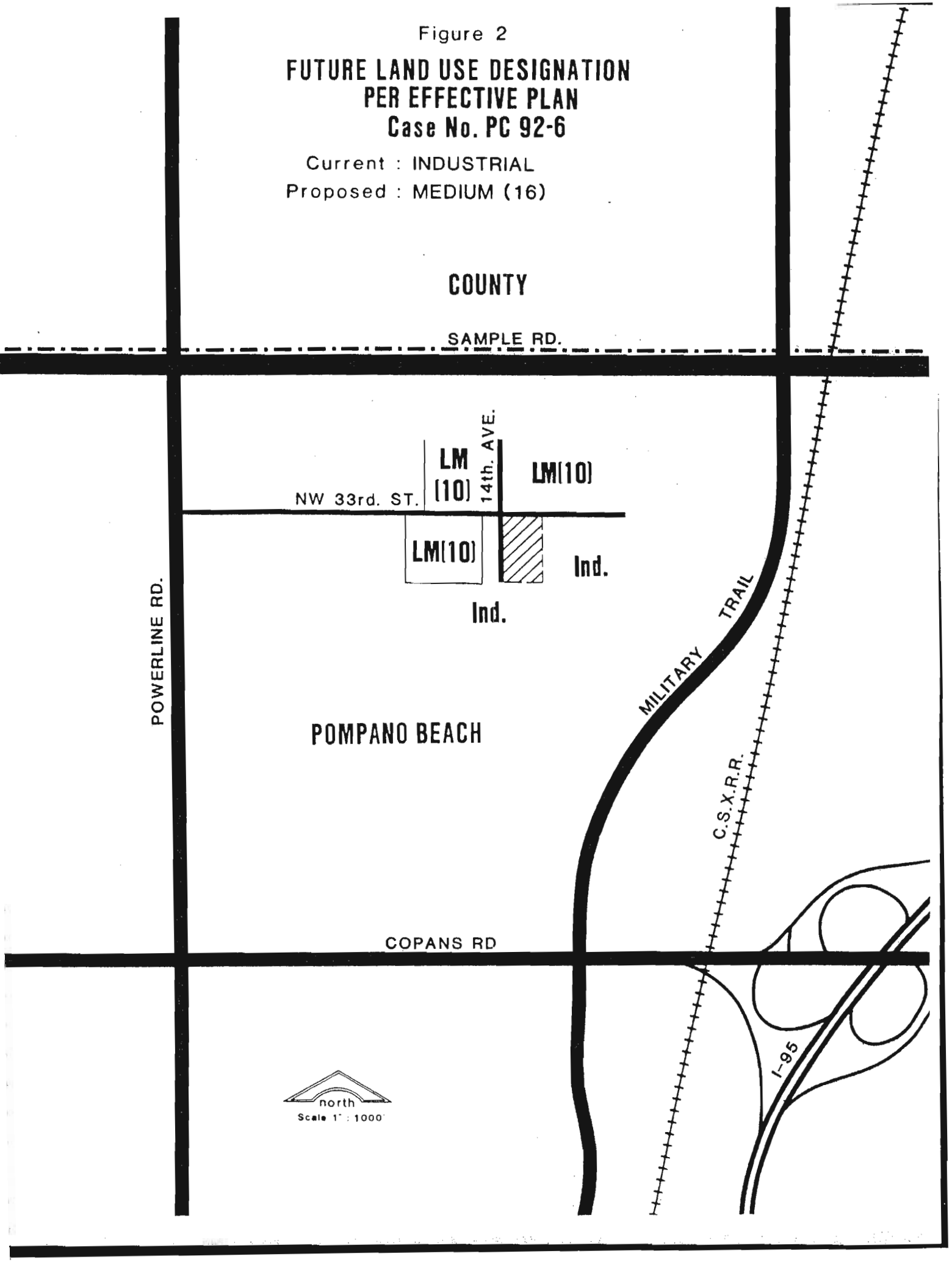
* Subject Area Location

Figure 2

FUTURE LAND USE DESIGNATION PER EFFECTIVE PLAN Case No. PC 92-6

Current : INDUSTRIAL

Proposed : MEDIUM (16)



SF
Mobile
Homes
Multi. Family
NW 33rd ST
SF
Mobile
Homes
Mobile
Homes
Ind.
Ind.
Office
Office / Ind. Park
north
1 : 300
MILITARY TRAIL

BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PC 92-6

INTRODUCTORY INFORMATION

I. Submitted By: City of Pompano Beach

II. Site Characteristics
A. Size: 4.96 acres ±

B. Location: in Section 22, Township 48, Range 42; bound on the north by N.W. 33 Street; located south of Sample Road, west of I-95 and east of Powerline Road

C. Existing Use: residential mobile home park (May Mobile Home Park)

III. Broward County Land Use Plan Designation
A. Current Designation: Industrial

B. Proposed Designation: Medium (16) Residential

IV. Current Zoning
A. On Site: I-1 (General Industrial)

B. Adjacent: North: RM-12 (Multiple Family Residential)
East: I-1 (General Industrial)
South: I-1 (General Industrial)
West: MH-12 (Mobile Home Park)

V. Initial Applicant and Stated Reasons for Amendment
A. 1400 Corporation of Broward, Inc.; d/b/a May Mobile Home Park

B. "To correct non-conforming land use to the existing mobile home park use which has been in existence for a minimum of 30 years....with no new increase in density or development other than possiblereplacement of old existing units (67 spaces) with newer units."

VI. Recommendation of Local Governing Body
The City of Pompano Beach recommends approval.

PLANNING CONSIDERATIONS

I. Compatibility with Existing and Planned (BCLUP) Land Uses

The proposed use is felt to be compatible with existing and planned uses which are as follows:

A. Existing Uses:	North:	Multi-Family Residential
	East:	Industrial
	South:	Business Park
	West:	Single Family (Mobile Homes)
B. Planned Uses:	North:	Low Medium (10) Residential
	East:	Industrial
	South:	Industrial
	West:	Industrial

The subject parcel contains a 67 space mobile home park. Located north is a mobile home park and a multi-family residential development. Located west is a mobile home park with a density similar to the amendment parcel. A portion of the mobile home park located to the west is designated Industrial; City staff is investigating this inconsistency. Located to the south is a business park development which is buffered from the subject parcel by a fence and foilage. The parcel to the east is buffered from the subject amendment parcel and is principally used for the storage of crane equipment.

II. Availability of Public Services and Facilities

Adequate potable water, sewer, drainage, transportation, parks and recreation and solid waste facilities will be available to serve the proposed designation. See Correspondence Items I and II and Attachment A - Supplemental Report.

III. Natural Resource Impacts

The Broward County Office of Natural Resource Protection has determined that the proposed amendment will not have a significant adverse impact on natural resources provided that centralized potable water and wastewater service is provided to the site. The site is located within Zone 3 of the Pompano Beach Wellfield. It is the Broward County Office of Natural Resource's policy to discourage the use of septic tanks in wellfields. The applicant is currently applying for connection to Broward County Utilities centralized wastewater and potable water treatment facilities. See Correspondence Item II and Attachment A - Supplemental Report.

IV. Consistency with Goals, Objectives and Policies (BCLUP)
The proposed amendment is generally consistent with the goals, objectives and policies of the Broward County Land Use Plan. In particular, it furthers the following policies of the Broward County Land Use Plan.

08.01.09 - Private septic tanks and wells in Broward County should be phased out and replaced with centralized water and wastewater systems, where necessary, to protect the health, safety, and welfare of Broward County's residents.

09.02.03 - Amendments to the Future Broward County Land Use Plan Map (Series) proposing land use categories which permit Industrial uses shall be discouraged, to the greatest extent feasible, within wellfield protection zones of influence as identified by the Potable Water Supply Wellfield Protection Ordinance of Broward County.

CORRESPONDENCE/COMMENTS (ATTACHED)	DATE
I. Broward County Office of Environmental Services Water Resources Management Division	January 29, 1992
II. Broward County Office of Natural Resource Protection	February, 1992
III. The School Board of Broward County Department of Property Management	February 11, 1992
IV. Broward County Office of Planning Development Management Division	February 13, 1992
V. Broward County Office of Planning Plan Implementation Division	February 14, 1992

RECOMMENDATIONS/ACTIONS	DATE
I. Planning Council Staff Transmittal Recommendation It is recommended that the proposed amendment to the Broward County Land Use Plan be approved.	March 20, 1992
II. Planning Council Transmittal Recommendation Approval per staff recommendation.	March 26, 1992

III. County Commission Transmittal Action — April 8, 1992
Approved transmittal of the amendment to the Department of Community Affairs per Planning Council recommendation.

IV. Department of Community Affairs Comments — July 31, 1992
The Department of Community Affairs had no objections to this amendment.

V. Planning Council Staff Final Recommendation — August 21, 1992
It is recommended the proposed amendment to the Broward County Land Use Plan be approved.

VI. Planning Council Final Recommendation — September 3, 1992
Approval per staff recommendation.

VII. County Commission Final Action — October 1, 1992
Approval per Planning Council recommendation.

ATTACHMENT A
SUPPLEMENTAL REPORT
AVAILABILITY OF PUBLIC SERVICES
AND NATURAL RESOURCE IMPACTS

BROWARD COUNTY LAND USE PLAN AMENDMENT PC 92-6

SANITARY SEWER

The subject parcel is not currently served by a centralized wastewater treatment plant. The applicant has committed and is currently processing an application for hookup to the Broward County North District Regional Wastewater Treatment Plant. A Developer's agreement shall be executed by the applicant with Broward County Utilities. Available Plant Capacity is 66 million gallons per day (MGD) with demand of 54 MGD. The proposed amendment reflects the existing use of 67 mobile home sites. Capacity is available to service the existing development.

POTABLE WATER

The subject parcel is not currently served by a centralized potable water plant. The applicant has committed and is currently processing an application for hookup to the Broward County 2A Water Treatment Plant. A Developer's agreement shall be executed by the applicant with Broward County Utilities. Available Plant Capacity is 20 million gallons per day (MGD) with demand of 11.15 MGD. The proposed amendment reflects the existing use of 67 mobile home sites. Capacity is available to service the existing development.

SOLID WASTE

The City of Pompano Beach contracts with the Southern Sanitation Service for the collection of solid waste. The proposed amendment reflects the existing use of 67 mobile home sites. Capacity is available to service the existing development.

DRAINAGE

The subject parcel is within the boundaries of Water Control District #3. The existing mobile home park was built during the 1960's before current drainage standards were required. Upon the proposed redevelopment, the drainage design should include a small diameter overflow to the Northwest 33 Street System approximately 3,000 feet to the east. The Broward County Office of Environmental Services Water Resources Management Division states that a change from Industrial to Medium (16) Residential should lessen the negative impacts to the area's drainage (See Correspondence Item I).

RECREATION

The proposed amendment would not impact demand for recreational facilities since the proposed amendment reflects existing uses. The City of Pompano Beach Land Use Element satisfies the community parks requirement of the Broward County Land Use Plan of 3 acres per 1,000 population.

TRAFFIC

The proposed amendment will not significantly impact the operating conditions of the regional roadway network as it reflects the existing use of the property.

NATURAL RESOURCE IMPACTS

The subject parcel is not located within a designated Historic District or Historically Significant Property, a Local area of Particular Concern, or exhibits wetland characteristics. The subject site is located within Zone 3 of the Pompano Beach Wellfield. The subject parcel is not currently served by a centralized wastewater treatment plant. It is the Broward County Office of Natural Resource Protection's policy to discourage the use of septic tanks in wellfields. The applicant is currently applying for connection to Broward County Utilities centralized wastewater treatment facilities. The site is located in a designated flood prone area and will be subject to the criteria established by the Federal Emergency Management Administration and the South Florida Water Management District as outlined in Broward County Land Use Plan Objective 09.07.00 and related policies.

BROWARD COUNTY
FLORIDA

Public Works Department
Office of Environmental Services
2401 North Powerline Road
Pompano Beach, FL 33069

January 29, 1992

TO: Peter M. Ross, Director
Comprehensive Planning
Broward County Planning Council

FROM: Robert C. Shair, P.E.
Water Resources Management Div.

RCShair ok.

SUBJECT: Proposed Land Use Plan Amendment PC #92-6
City of Pompano Beach

The subject proposed Land Use Amendment was reviewed by the following WRMD staff: Cesar Gomez, Drainage, Dave Markward, Drainage, and Ellis Donsky, Water Supply. Their comments are summarized as follows:

DRAINAGE;

This site is located in Water Control District 3 (WCD 3), a dependent water control district. The information provided in our July 8, 1991 letter to the applicant is still valid. A change from industrial to medium (16) residential should lessen the negative impacts to the area's drainage. The only loss would be the required 1/2" pre-treatment volumes (for water quality) that is in ONPP and WCD 3 criterial for non residential developments.

WATER SUPPLY;

The amendment is located in Zone 3 of the Pompano Beach East Wellfield. Water will be supplied from the Broward County OES-2A System which has adequate capacity.

CONCLUSIONS;

No objections with regard to Water Supply or Drainage.

RCS/SBLupa92-(6.2)

File: RD Proj. Land Use Amends
PC 1/92

OFFICE OF NATURAL RESOURCE PROTECTION

CORRESPONDENCE II

COMMENTS ON PROPOSED LAND USE AMENDMENTS
FEBRUARY 1992

AMENDMENT NO.: 92-6

Municipality: City of Pompano Beach

Existing Land Use: Residential Mobile Home Park

Existing Land Use Designation: Industrial

Proposed Land Use Designation: Medium (16) Residential

Location: Section 22, Township 48 S, Range 42 E

RECEIVED
MAR 9 1992
BROWARD COUNTY
PLANNING COUNCIL

BACKGROUND DATA:

Wellfield YES X NO _____

Wetlands YES _____ NO X **SEE ATTACHED REPORT**

The LUA is located south of NW 33rd St. and 2 blocks south of Sample Road. Adjacent land uses include a mobile home park, condominiums, commercial and industrial uses. A mobile home park has existed on site since 1960. The site is currently not connected to potable water or wastewater treatment facilities. The applicant is currently applying for connection to Broward County Utilities wastewater and potable water treatment facilities. The site is located within Zone 3 of the Pompano Beach Wellfield. In order to prevent possible groundwater contamination, it is ONRP policy to discourage the use of septic tanks in well fields and/or in urbanized areas. The LUA parcel is located within the vulnerable zones of the Pompano City Water Treatment Plant (chlorine) and the OES Wastewater Treatment Facility (chlorine), but this does not represent an unacceptable level of risk to the established population. The LUA is located approximately one mile east of the active Central Disposal Land Fill site. This facility is in compliance with applicable rules and regulations.

FINDINGS:

ONRP finds that the parcel is not served by centralized sewers or potable water and is located within a wellfield zone. ONRP recommends that connection to centralized wastewater and potable water treatment facilities be required for all units on the property. [BCLUP Policies 08.01.08, 08.01.10, 09.02.06]

ONRP finds that sufficient uncommitted capacity exists, at this time, to accommodate the estimated wastewater flow from the proposed amendment when connected. [BCLUP Policies 08.01.04, 08.01.07, 11.01.03]

ONRP finds that the proposed land use amendment will not increase the risk to the population to an unacceptable level from a chemical incident.

RECOMMENDATION:

Providing that centralized potable water and wastewater service is provided to all units, ONRP anticipates that no significant adverse environmental impacts will result from the proposed land use amendment; ONRP can recommend approval of the proposed land use amendment subject to the above condition.

OFFICE O NATURAL RESOURCE PRO. ECTION

WETLANDS RESOURCE REPORT

LAND USE AMENDMENT NO:	PC 92-6
EXISTING LAND USE:	INDUSTRIAL
PROPOSED LAND USE:	MEDIUM (16) RES.
DATE:	January 31, 1992

RESOURCE EVALUATION

Our review of the site indicates that it contains an existing mobile home community. The site does not exhibit wetland characteristics.

IMPACT ANALYSIS

Wetland impact analysis is not applicable for this site based upon the review of existing site conditions. Therefore, no adverse wetland impacts are anticipated and wetlands staff has no objection to the proposed land use change.

Limitation: Evaluation and recommendations presented in this resource report are for land use plan amendment only and are not to be construed as providing approvals or comments for any other purpose.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
DEPARTMENT OF PROPERTY MANAGEMENT
600 S.E. 3rd Avenue, 14th Floor
Fort Lauderdale, Florida 33301

LAND USE AMENDMENT
PUBLIC SCHOOL FACILITY IMPACT STATEMENT

PROPERTY DESCRIPTION

AMENDMENT #: PC 92-6
OWNER/DEVELOPER: 1400 Corp. of Broward, Inc.
CURRENT LAND USE: Industrial
PROPOSED LAND USE: Medium (16) Residential
COMMENTS: Located in the City of Pompano Beach

STUDENT GENERATION PROJECTIONS*

LAND USE		*ADDITIONAL STUDENTS*	
EXISTING PERMITTED UNITS:	0	ELEMENTARY STUDENTS:	40
PROPOSED UNITS:	79	MIDDLE STUDENTS:	22
NET CHANGE:	+79	HIGH STUDENTS:	31

*NOTE: Projections are based upon student generation rates in the Land Development Code.

CURRENT ASSIGNED SCHOOLS*

ELEMENTARY SCHOOL NAME: Winston Park Elementary
ENROLLMENT 1015 SCHOOL YEAR: 1991/92
PERMANENT CAPACITY: 776

MIDDLE SCHOOL NAME: Crystal Lake Middle
ENROLLMENT 1108 SCHOOL YEAR: 1991/92
PERMANENT CAPACITY: 1186

HIGH SCHOOL NAME: Ely High
ENROLLMENT 1708 SCHOOL YEAR: 1991/92
PERMANENT CAPACITY: 1608

*NOTE: School attendance areas are subject to change each year.

PLANNED AND FUNDED IMPROVEMENTS

ELEMENTARY SCHOOLS: None
MIDDLE SCHOOLS: None
HIGH SCHOOLS: New Science building under constrution at Ely

DATE: 2/11/92 BY: Lee A. Sligmanter
DEPARTMENT OF PROPERTY MANAGEMENT

BROWARD COUNTY
FLORIDA

Office of Planning
115 S. Andrews Avenue, Room 329
Fort Lauderdale, FL 33301
(305) 357-6666 • FAX (305) 357-6694

MEMORANDUM

TO: Peter Ross, Comprehensive Planning Director
Planning Council

THRU: Donald L. Kowell, Director
Office of Planning

THRU: Elliot Auerhahn, Development Management Director EA
Office of Planning

FROM: Donald Stone, Senior Environmental Planner DS
Donald Burgess, Special Projects Coordinator III DB

DATE: February 13, 1992

SUBJECT: Land Use Amendments

We have reviewed the proposed Land Use Amendments and have the following comments:

RECEIVED
FEB 17 1992
BROWARD COUNTY
PLANNING COUNCIL

PC-92-1 -- No comments.

PC-92-2 -- No comments.

PC-92-3 -- No comments.

PC-92-4 -- No comments.

PC-92-5 -- No comments.

PC-92-6 -- No comments.

PC-92-7 -- This amendment deletes a portion of the open space within the Oakridge Golf Course and affects 16.6 acres of the course and four of the existing golf holes. The eastern portion of the site has wetland affinities that may be considered jurisdictional wetlands by ONRP.

PC-92-8 -- No comments.

PC-92-9 -- This site contains archaeological site 8BD 2149 as registered in the Florida Master Site File with the State Division of Historic Resources. It is recommended that a Phase 1 archaeological survey, conducted by a professional archaeologist, be performed

prior to any ground disturbing activities. The archaeological report should include a brief history of the area, the field survey methods, the results of the field survey, an assessment of the archaeological significance and potential strategies for management of the resource. The subject property is within the portion of the ADID study area designated as unsuitable for the disposal of fill except for specific activities with substantial, appropriate mitigation.

PC-92-10 -- No known archaeological sites. This site is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-92-11 -- Contains the Sportatorium and Miami/Hollywood Speedway. No known archaeological sites. This site is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation. The site has wetland affinities and may be considered jurisdictional by ONRP.

PC-92-12 -- No comments.

PC-92-13 -- May contain remnants of archaeological site 8Bd89. An archaeological survey should be required to determine if a significant portion of the site remains to require preservation.

PC-92-14 -- May contain remnants of archaeological site 8Bd89. An archaeological survey should be required to determine if a significant portion of the site remains to require preservation.

PC-92-15 -- No known archaeological site present. This site is within the portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-92-16 -- No known archaeological site present. This site is within the portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-91-13 -- No comments.

PC-91-17 -- The site is within that portion of the ADID study area designated as generally unsuitable for the disposal of fill except for specific activities with substantial, appropriate mitigation.

PC-91-36 -- The subject property is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation. No known archaeological sites exist on the property.

PC-91-37 -- The subject property is within that portion of the ADID study area designated as generally suitable for the disposal of fill, with appropriate mitigation.

PC-91-39 -- The subject property is within that portion of the ADID study area designated as generally unsuitable for the disposal of fill except for specific activities with substantial, appropriate mitigation. A recently completed survey of archaeological sites in western Broward County indicates the potential for an archaeological site within the boundaries of this property.

CORRESPONDENCE V

BROWARD COUNTY
FLORIDA

Office of Planning
115 S. Andrews Avenue, Room 329
Fort Lauderdale, FL 33301
(305) 357-6666 • FAX (305) 357-6694

M E M O R A N D U M

RECEIVED
FEB 17 1992
BROWARD COUNTY
PLANNING COUNCIL

DATE: February 14, 1992

TO: Peter M. Ross, Director of Comprehensive Planning
Broward County Planning Council

THRU: Donald L. Kowell, Director
Office of Planning

FROM: Roy H. Groves, Director R.H.G. by a.S.
Plan Implementation Division

SUBJECT: REVIEW OF 19 PROPOSED AMENDMENTS TO THE BROWARD COUNTY LAND USE PLAN SCHEDULED FOR THE PLANNING COUNCIL'S PUBLIC HEARING ON MARCH 26, 1992

The following is a review prepared by the staff of the Plan Implementation Division of 19 proposed amendments to the Broward County Land Use Plan. Each amendment was reviewed for compatibility with the Future Unincorporated Area Land Use Plan, whether the amendment area is within a Compact Deferral Area as of February 1, 1992, and whether the proposed amendment would impact County owned property or facilities.

1. Proposed Amendment PC 92-1

   The subject area is located within the Unincorporated Area. The area is currently located within a Compact Deferral Area resulting from the over-capacity road segments of Sunrise Boulevard between NW 31st and NW 34th Avenues and NW 23rd Avenue between Sunrise Boulevard and NW 19th Street. County-owned land and a public service facility is located at the southeast intersection of 31st Avenue and Sunrise Boulevard.

2. Proposed Amendment PC 92-2

   The subject area is located within the Unincorporated Area. The area is currently located within a Compact Deferral Area resulting from the over-capacity road segment of Sunrise Boulevard between NW 31st and NW 34th Avenues. the area is in the vicinity of the County's new Public Safety facility and two County fire stations.

3. Proposed Amendment PC 92-3

   The subject area is located within the City of Sunrise; is not contiguous to Unincorporated Area. The area is currently within a Compact Deferral Area resulting from the over-capacity road segment of Pine Island Road between Oakland Park Boulevard and Commercial Boulevard. The area does not affect County-owned property.

4. Proposed Amendment PC 92-4

The subject area is located within the City of Coral Springs, is not contiguous to Unincorporated Area, is not currently within a Compact Deferral Area, and does not affect County-owned property.

5. Proposed Amendment PC 92-5

The subject area is located within the Town of Davie and is not contiguous to Unincorporated Area, is not currently within a Compact Deferral Area, and does not affect County-owned property.

6. Proposed Amendment PC 92-6

The subject area is located within the City of Pompano Beach and is not contiguous to Unincorporated Area, the area is currently located within a Compact Deferral Area resulting from the over-capacity road segment of Sample Road between I-95 and the entrance to the Florida Turnpike. The area is located 1/2 mile east of a County fire station located at Powerline Road and NW 32nd Street.

7. Proposed Amendment PC 92-7

The subject area is located within the City of Dania and is not contiguous to Unincorporated Area. The area is not currently in a Compact Deferral Area. However, it is located to the west of a compact deferral area resulting from the over-capacity road segment of Ravenswood Road between Griffin Road and Stirling Road. A 30-acre commercial development at the subject site may result in making Griffin Road at 31st Avenue over-capacity. This will be considered at the time of platting and site plan review. The area is in the vicinity of a County fire station and public service facility located at SW 31st Avenue and SW 54th Street.

8. Proposed Amendment PC 92-8

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is currently within a Compact Deferral Area resulting from the over-capacity road segment of Pines Boulevard between University Drive and the Florida Turnpike, together with University Drive between Johnson Street and Taft Street. In addition, Pines Boulevard is approaching over-capacity between University Drive and Palm Avenue. There are no County facilities within the vicinity of the subject area.

9. Proposed Amendment PC 92-9

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is not currently within a Compact Deferral Area. There are no County facilities within the vicinity of the subject area.

[MH]133,2/14/92

10. Proposed Amendment PC 92-10

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is not currently within a compact Deferral Area. There are no County facilities within the vicinity of the subject area.

11. Proposed Amendment PC 92-11

The subject area is located within the City of Pembroke Pines and is not contiguous to the Unincorporated Area. The subject area is located adjacent to a Compact Deferral Area resulting from the road segment of Pines Boulevard between SW 160 Avenue and I-75. In addition, Pines Boulevard between SW 160 Avenue and SW 184 Avenue is Approaching Over-Capacity. An increase of intensity from Commercial Recreation to Low (5) Residential and Commercial may result in making Pines Boulevard over-capacity. This will be considered at the time of platting and site plan review. There are no County facilities within the vicinity of the subject area.

12. Proposed Amendment PC 92-12

The subject area is located within the City of Pembroke Pines and is adjacent to Unincorporated Area on the north side of Sheridan Street which is designated Commercial. The subject area is not located within a Compact Deferral Area. A County fire station is located on Volunteer Road at Sunset Lane.

13. Proposed Amendment PC 91-13

The subject area is located within the Unincorporated Area. Low (5) Residential abuts the subject area on all four sides. Staff does not consider the proposed Industrial an appropriate land use within an established residential neighborhood. The subject area is presently located within a Compact Deferral Area resulting from the over-capacity road segment of Sunrise Boulevard between NW 31st Avenue and NW 34th Avenue. There is County-owned property and a public service facility located at NW 31st Avenue and NW 8th Road and a County neighborhood park located at NW 8th Road and NW 28th Avenue.

14. Proposed Amendment PC 91-36

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. The subject area is contiguous to Miramar Park, a dedicated undeveloped County regional park.

15. Proposed Amendment PC 91-37

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. The subject area is next to Miramar Park, a dedicated undeveloped County regional park.

16. Proposed Amendment PC 92-13

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

17. Proposed Amendment PC 92-14

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

18. Proposed Amendment PC 91-39

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

19. Proposed Amendment PC 91-17

The subject area is located within the City of Miramar and is not contiguous to Unincorporated Area. The area is not presently located within a compact deferral area. There are no County facilities within the vicinity of the subject area.

60- 67196 OFF. REC. 1975 PAGE 456

RECEIVED
JUL 7 1960
CLERK
AUDITOR'S OFFICE

A RESOLUTION ADOPTING BUILDING AND ZONING REGULATIONS IN CERTAIN TERRITORY WITHIN BROWARD COUNTY, FLORIDA, DESCRIBED AS ALL OF SECTION 22, TOWNSHIP 48 SOUTH, RANGE 42 EAST, AND RESCINDING ALL PREVIOUS RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the Broward County Zoning Board has held public hearing and has made formal recommendation,

NOW, THEREFORE, BE IT RESOLVED by the Broward County, Florida, Board of County Commissioners that the Zoning and Building Regulations hereinafter set forth by reference are hereby adopted in the territory within Broward County, Florida, described as follows:

All of Section 22, Township 48 South, Range 42 East.

Sections 11.1 through 27.6 of the Zoning Regulations as recorded in Official Record Book 1173 at Pages 448 through 506 and Sections 2.1 through 10.8 and Sections 28.1 through 37.6 of the Zoning Regulations as recorded in Official Record Book 1358 at Pages 454 through 553 of the public records of Broward County, Florida, and as subsequently amended, are adopted as are prescribed and indicated hereinafter within the territory as designated.

1. The following described territory is hereby designated as AGRICULTURAL A-1 DISTRICT, according to Sections 11.1 through 11.12 of the Zoning Regulations:

   The South One-Half (S½) of the Northwest One-Quarter (NW¼) of the Northeast One-Quarter (NE¼), less the West 167.48 feet thereof; and

   The Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼) of the Northeast One-Quarter (NE¼); and

   The Northeast One-Quarter (NE¼) of the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼); and

   The East One-Quarter (E¼) of the Northwest One-Quarter (NW¼) of the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼); and

   The West One-Quarter (W¼) of the Northwest One-Quarter (NW¼) of the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼); and

The Northeast One-Quarter (NE¼) of the Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼), less the West 141.70 feet thereof; and

The Southeast One-Quarter (SE¼) of the Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼); and

The West One-Half (W½) of the Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼); and

The Northeast One-Quarter (NE¼) of the Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼); and

The Southeast One-Quarter (SE¼) of the Northeast One-Quarter (NE¼) of the Northwest One-Quarter (NW¼), less the East 166.70 feet thereof; and

The Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼) of the Northwest One-Quarter (NW¼); and

The Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼) of the Northwest One-Quarter (NW¼), less the West 333.40 feet thereof,

all of the foregoing being of Section 22, Township 48 South, Range 42 East, and all less all road rights of way.

2. The following described territory is hereby designated as ONE FAMILY DWELLING R-1C DISTRICT, according to Sections 12.1 through 12.11 of the Zoning Regulations:

The West One-Quarter (W¼) of the Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼) of the Northeast One-Quarter (NE¼); and

The East One-Quarter (E¼) of the Southeast One-Quarter (SE¼) of the Northeast One-Quarter (NE¼) of the Northwest One-Quarter (NW¼); and

The West 141.70 feet of the Northeast One-Quarter (NE¼) of the Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼); and

The West 333.40 feet of the Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼) of the Northwest One-Quarter (NW¼); and

The Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼) of the Northwest One-Quarter (NW¼), less the West 165.00 feet thereof,

all of the foregoing being of Section 22, Township 48 South, Range 42 East, and all less all road rights of way.

3. The following described territory is hereby designated as **TRAILER PARK T-1 DISTRICT**, according to Sections 19.1 through 19.12 of the Zoning Regulations:

   The East One-Half (E½) of the West One-Half (W½) and the West One-Half (W½) of the East One-Half (E½) of the Northwest One-Quarter (NW¼) of the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼) of Section 22, Township 48 South, Range 42 East, less all road rights of way.

4. The following described territory is hereby designated as **GENERAL BUSINESS B-3 DISTRICT**, according to Sections 23.1 through 23.6 of the Zoning Regulations:

   The West 165.00 feet of the Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼) of the Northwest One-Quarter (NW¼) of Section 22, Township 48 South, Range 42 East, less all road rights of way.

5. The following described territory is hereby designated as **GENERAL INDUSTRIAL M-3 DISTRICT**, according to Sections 27.1 through 27.6 of the Zoning Regulations:

   The South One-Half (S½); and

   The Northeast One-Quarter (NE¼), excepting therefrom the North One-Half (N½) of the Southwest One-Quarter (SW¼) and the South One-Half (S½) of the Northwest One-Quarter (NW¼) and the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼); and

   The North One-Half (N½) of the North One-Half (N½) of the Northwest One-Quarter (NW¼); and

   The Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼), excepting therefrom the Northeast One-Quarter (NE¼), and including that portion known as **FREEWAY CENTER** as recorded in Plat Book 49 at Page 43 of the public records of Broward County, Florida,

   all of the foregoing being of Section 22, Township 48 South, Range 42 East, and all less all road rights of way.

This resolution shall supersede all resolutions which adopted building and zoning regulations within the herein described territory to the extent in which they conflict with this resolution.

Adopted and effective this 13th day of May, 1960.

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

I, Frank H. Marks, Clerk of the Circuit Court in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the said Board of County Commissioners at its regular meeting held on the 13th day of May 1960, as appears of record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of July A. D. 1960.

FRANK H. MARKS, CLERK

By Annabelle Brown
Deputy Clerk

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

76- 31346

A RESOLUTION ADOPTING BUILDING AND ZONING REGULATIONS IN CERTAIN TERRITORY WITHIN BROWARD COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 48 SOUTH, RANGE 42 EAST, AND RESCINDING ALL PREVIOUS RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the Broward County Zoning Board has held public hearing and has made formal recommendation,

NOW, THEREFORE, BE IT RESOLVED by the Broward County, Florida, Board of County Commissioners that the Building and Zoning Regulations hereinafter set forth by reference are hereby adopted in the territory within Broward County, Florida, described as follows:

All of the following parcels in the unrecorded plat of Pompano Farms lying in the North half of Section 22, Township 48 South, Range 42 East, more particularly described as:

Tracts 1 through 4, 8 through 21, 42 through 46, 58 and 62, 64 through 69, and the South 155.05 feet of Tract 33 less R/W, and all that part of Tract 61 and West 133.30 feet of Tract 60 lying North of the Easterly extended North right-of-way line of N.W. 32nd Street.

Said lands situate, lying, and being in Broward County, Florida.

Section 1.1 through 53.6 of the Zoning Regulations as recorded in Official Record Book 2294 at Pages 551 through 749 of the public records of Broward County, Florida, and subsequently amended, are adopted as prescribed and indicated hereinafter within the territory as designated.

All the territory covered by this resolution is hereby designated as M-3 GENERAL INDUSTRIAL DISTRICT, according to Section 40.1 through 40.6 of the Zoning Regulations.

This resolution shall supersede all resolutions which adopted building and zoning regulations within the herein described territory to the extent in which they conflict with this resolution.

Adopted and effective this 13th day of FEBRUARY 1976.

2-Z-76

OFF REC 6495 PAGE 287

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I, L. A. Hester, County Administrator in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at its regular meeting held on the 13th day of February, 1976, as appears in record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of February, A. D. 1976.

L. A. HESTER
COUNTY ADMINISTRATOR

By Juanita D. Mogle
Deputy

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

OFF REC 6495 PAGE 288

ZONING DISTRICTS

SINGLE FAMILY DISTRICTS

MULTIPLE-FAMILY DISTRICTS

-12 →

BUSINESS DISTRICTS

INDUSTRIAL DISTRICTS

I →

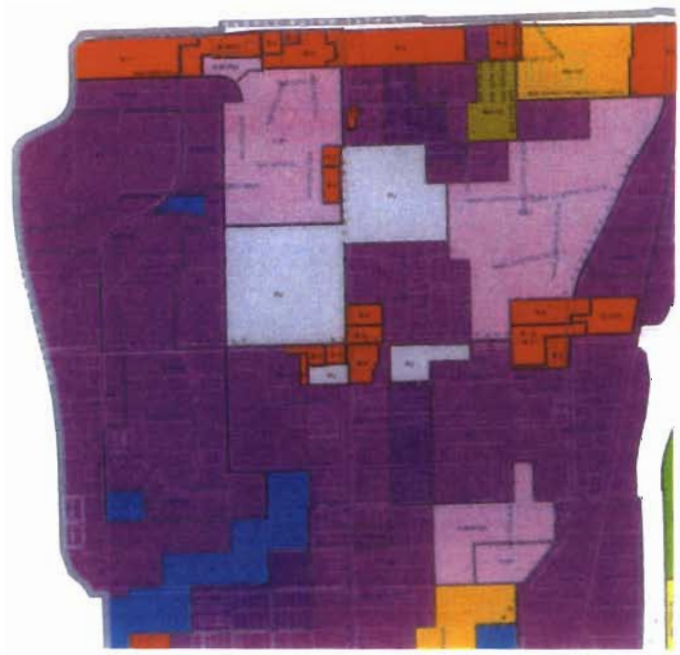
RECREATIONAL DISTRICTS

COMMERICAL RECREATIONAL

COMMUNITY FACILITIES

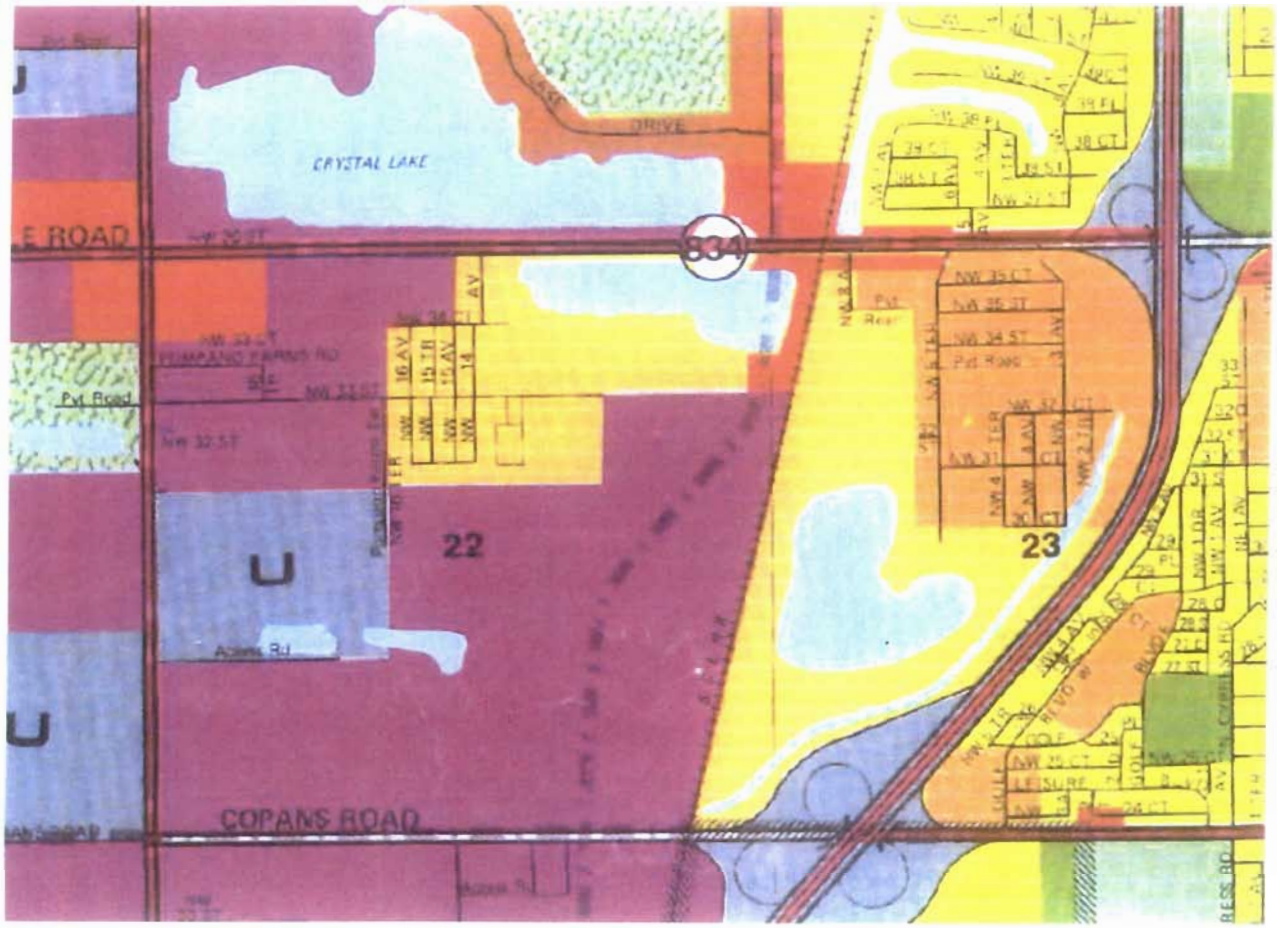
TRANSPORTATION DISTRICT

Map Updated: Febr

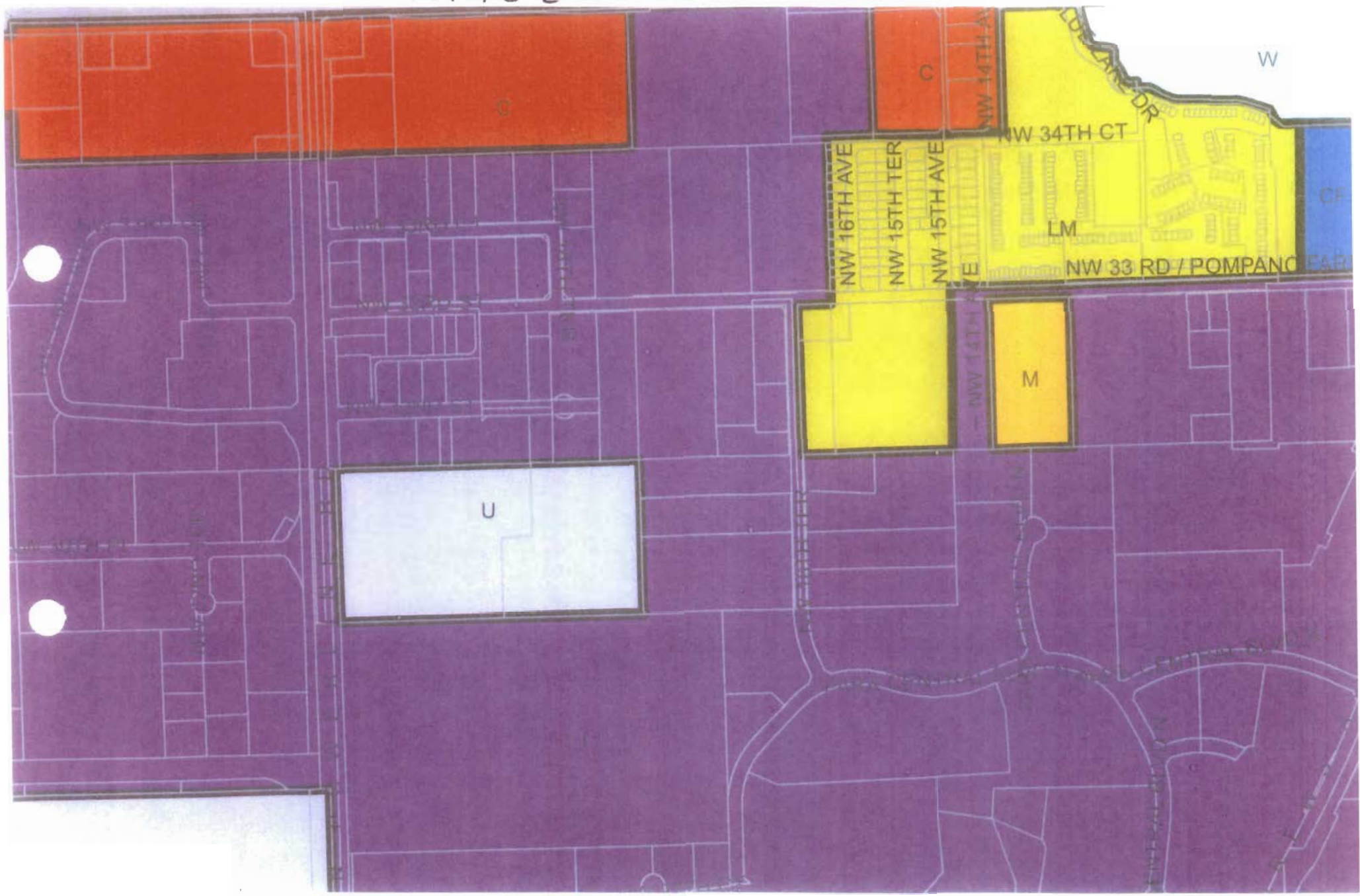


ATTACHMENT 1

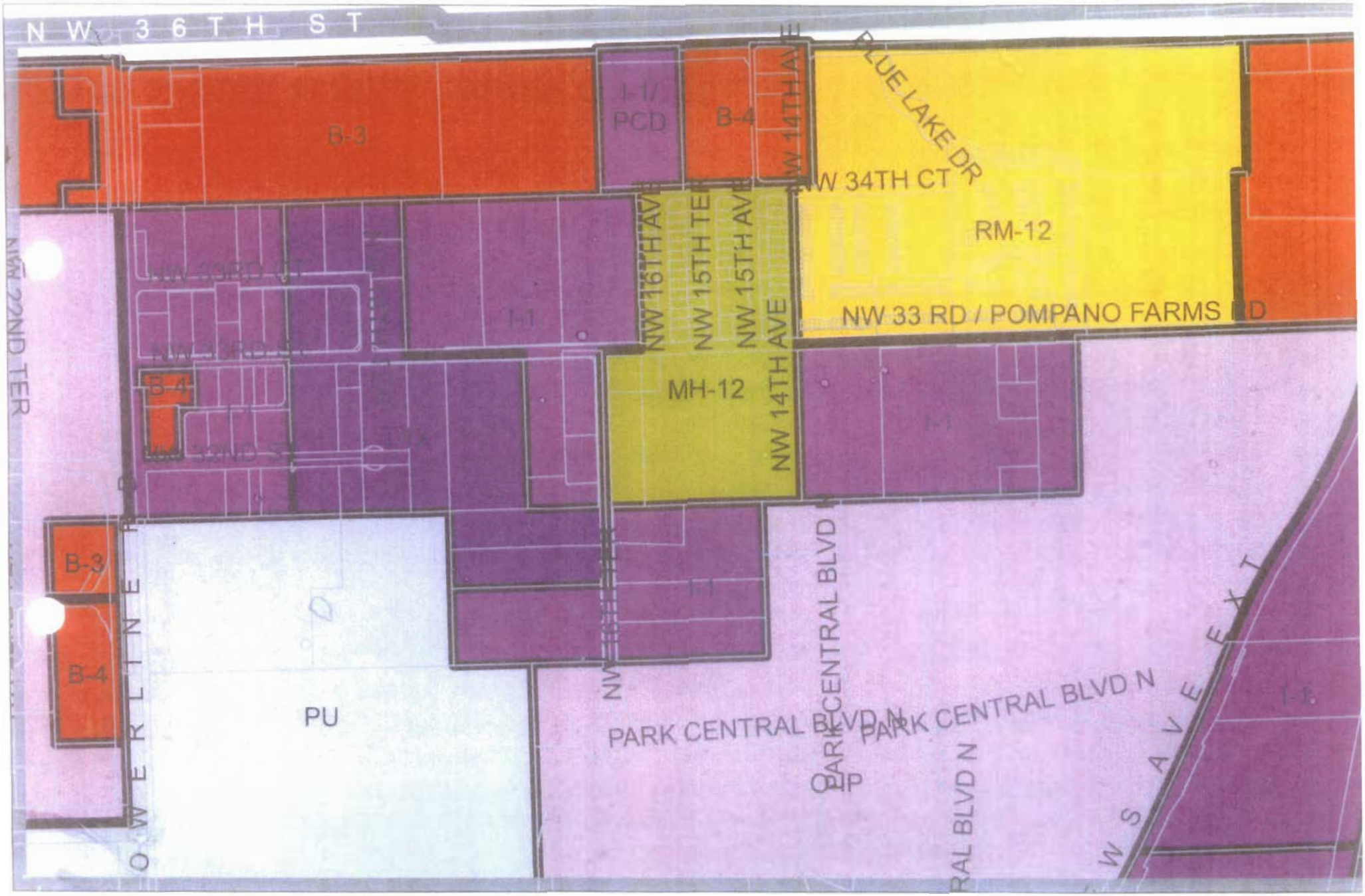
ATTACHMENT 2



FUTURE LANDUSE MAP - updated JAN 8, 2013



ZONING MAP updated Feb. 11, 2013



76- 31346

A RESOLUTION ADOPTING BUILDING AND ZONING REGULATIONS IN CERTAIN TERRITORY WITHIN BROWARD COUNTY, FLORIDA, LYING IN SECTION 22, TOWNSHIP 48 SOUTH, RANGE 42 EAST, AND RESCINDING ALL PREVIOUS RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the Broward County Zoning Board has held public hearing and has made formal recommendation,

NOW, THEREFORE, BE IT RESOLVED by the Broward County, Florida, Board of County Commissioners that the Building and Zoning Regulations hereinafter set forth by reference are hereby adopted in the territory within Broward County, Florida, described as follows:

All of the following parcels in the unrecorded plat of Pompano Farms lying in the North half of Section 22, Township 48 South, Range 42 East, more particularly described as:

Tracts 1 through 4, 8 through 21, 42 through 46, 58 and 62, 64 through 69, and the South 155.05 feet of Tract 33 less R/W, and all that part of Tract 61 and West 133.30 feet of Tract 60 lying North of the Easterly extended North right-of-way line of N.W. 32nd Street.

Said lands situate, lying, and being in Broward County, Florida.

Section 1.1 through 53.6 of the Zoning Regulations as recorded in Official Record Book 2294 at Pages 551 through 749 of the public records of Broward County, Florida, and subsequently amended, are adopted as prescribed and indicated hereinafter within the territory as designated.

All the territory covered by this resolution is hereby designated as M-3 GENERAL INDUSTRIAL DISTRICT, according to Section 40.1 through 40.6 of the Zoning Regulations.

This resolution shall supersede all resolutions which adopted building and zoning regulations within the herein described territory to the extent in which they conflict with this resolution.

Adopted and effective this 13th day of FEBRUARY 1976.

2-2-76

OFF REC 6495 PAGE 287

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I, L. A. Hester, County Administrator in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at its regular meeting held on the 13th day of February, 1976, as appears in record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of February, A. D. 1976.

L. A. HESTER
COUNTY ADMINISTRATOR

By Juanita D. Kreg
Deputy

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

OFF REC 6495 PAGE 288

RECEIVED JUL 7 1960 CLERK AUDITOR'S OFFICE

A RESOLUTION ADOPTING BUILDING AND ZONING REGULATIONS IN CERTAIN TERRITORY WITHIN BROWARD COUNTY, FLORIDA, DESCRIBED AS ALL OF SECTION 22, TOWNSHIP 48 SOUTH, RANGE 42 EAST, AND RESCINDING ALL PREVIOUS RESOLUTIONS IN CONFLICT HEREWITH.

WHEREAS, the Broward County Zoning Board has held public hearing and has made formal recommendation,

NOW, THEREFORE, BE IT RESOLVED by the Broward County, Florida, Board of County Commissioners that the Zoning and Building Regulations hereinafter set forth by reference are hereby adopted in the territory within Broward County, Florida, described as follows:

All of Section 22, Township 48 South, Range 42 East.

Sections 11.1 through 27.6 of the Zoning Regulations as recorded in Official Record Book 1173 at Pages 448 through 506 and Sections 2.1 through 10.8 and Sections 28.1 through 37.6 of the Zoning Regulations as recorded in Official Record Book 1358 at Pages 454 through 553 of the public records of Broward County, Florida, and as subsequently amended, are adopted as are prescribed and indicated hereinafter within the territory as designated.

1. The following described territory is hereby designated as AGRICULTURAL A-1 DISTRICT, according to Sections 11.1 through 11.12 of the Zoning Regulations:

   The South One-Half (S½) of the Northwest One-Quarter (NW¼) of the Northeast One-Quarter (NE¼), less the West 167.48 feet thereof; and

   The Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼) of the Northeast One-Quarter (NE¼); and

   The Northeast One-Quarter (NE¼) of the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼); and

   The East One-Quarter (E¼) of the Northwest One-Quarter (NW¼) of the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼); and

   The West One-Quarter (W¼) of the Northwest One-Quarter (NW¼) of the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼); and

The Northeast One-Quarter (NE¼) of the Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼), less the West 141.70 feet thereof; and

The Southeast One-Quarter (SE¼) of the Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼); and

The West One-Half (W½) of the Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼); and

The Northeast One-Quarter (NE¼) of the Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼); and

The Southeast One-Quarter (SE¼) of the Northeast One-Quarter (NE¼) of the Northwest One-Quarter (NW¼), less the East 166.70 feet thereof; and

The Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼) of the Northwest One-Quarter (NW¼); and

The Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼) of the Northwest One-Quarter (NW¼), less the West 333.40 feet thereof,

all of the foregoing being of Section 22, Township 48 South, Range 42 East, and all less all road rights of way.

2. The following described territory is hereby designated as **ONE FAMILY DWELLING R-1C DISTRICT**, according to Sections 12.1 through 12.11 of the Zoning Regulations:

The West One-Quarter (W¼) of the Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼) of the Northeast One-Quarter (NE¼); and

The East One-Quarter (E¼) of the Southeast One-Quarter (SE¼) of the Northeast One-Quarter (NE¼) of the Northwest One-Quarter (NW¼); and

The West 141.70 feet of the Northeast One-Quarter (NE¼) of the Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼); and

The West 333.40 feet of the Southeast One-Quarter (SE¼) of the Northwest One-Quarter (NW¼) of the Northwest One-Quarter (NW¼); and

The Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼) of the Northwest One-Quarter (NW¼), less the West 165.00 feet thereof,

all of the foregoing being of Section 22, Township 48 South, Range 42 East, and all less all road rights of way.

3. The following described territory is hereby designated as **TRAILER PARK T-1 DISTRICT**, according to Sections 19.1 through 19.12 of the Zoning Regulations:

   The East One-Half (E½) of the West One-Half (W½) and the West One-Half (W½) of the East One-Half (E½) of the Northwest One-Quarter (NW¼) of the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼) of Section 22, Township 48 South, Range 42 East, less all road rights of way.

4. The following described territory is hereby designated as **GENERAL BUSINESS B-3 DISTRICT**, according to Sections 23.1 through 23.8 of the Zoning Regulations:

   The West 165.00 feet of the Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼) of the Northwest One-Quarter (NW¼) of Section 22, Township 48 South, Range 42 East, less all road rights of way.

5. The following described territory is hereby designated as **GENERAL INDUSTRIAL M-3 DISTRICT**, according to Sections 27.1 through 27.6 of the Zoning Regulations:

   The South One-Half (S½); and

   The Northeast One-Quarter (NE¼), excepting therefrom the North One-Half (N½) of the Southwest One-Quarter (SW¼) and the South One-Half (S½) of the Northwest One-Quarter (NW¼) and the Southwest One-Quarter (SW¼) of the Northeast One-Quarter (NE¼); and

   The North One-Half (N½) of the North One-Half (N½) of the Northwest One-Quarter (NW¼); and

   The Southwest One-Quarter (SW¼) of the Northwest One-Quarter (NW¼), excepting therefrom the Northeast One-Quarter (NE¼), and including that portion known as **FREEWAY CENTER** as recorded in Plat Book 49 at Page 43 of the public records of Broward County, Florida,

   all of the foregoing being of Section 22, Township 48 South, Range 42 East, and all less all road rights of way.

This resolution shall supersede all resolutions which adopted building and zoning regulations within the herein described territory to the extent in which they conflict with this resolution.

Adopted and effective this 13th day of May, 1960.

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

I, Frank H. Marks, Clerk of the Circuit Court in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the said Board of County Commissioners at its regular meeting held on the 13th day of May 1960, as appears of record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of July A. D. 1960.

FRANK H. MARKS, CLERK

By Annabelle Brown
Deputy Clerk

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

Exhibit 6

Letter from Waste Management

RONALD KAPLAN
Authorized House Counsel
Member NJ Bar Only
WASTE MANAGEMENT INC. OF FLORIDA
2700 WILES ROAD
POMPANO BEACH, FL 33073
954.984.2021
954.984.2057 FAX
rkaplan@wm.com

August 15, 2014

Michael Vonder Meulen
Keith & Associates Inc.
301 East Atlantic Blvd.
Pompano Beach, Florida 33060

Re: 1600 NW 33rd Street, Pompano Beach

Dear Mr. Vonder Meulen:

This responds to your August 14, 2014 email requesting confirmation that there is sufficient capacity for solid waste disposal resulting from the Land Use Plan Amendment for the above property. As I understand your email, the 2.413 acre tract will be converted from Industrial to Low Medium Residential Use. Following your analysis, such a change will result in a net reduction in solid waste demand. Accordingly, the Waste Management facilities that service Pompano Beach will certainly have capacity for managing the solid waste generated from this project.

Please note that the narrative under Section D 2 (Solid Waste Analysis) requires several non-substantive corrections. The City is party to a disposal agreement with Waste Management Inc. of Florida ("WMIF") that requires solid waste to be managed at WMIF's Reuter Recycling Facility in Pembroke Pines. WMIF has the right to direct the waste to its Class I sanitary landfill (Monarch Hill Landfill, formerly known as Central Landfill) or other WMIF facilities. Monarch Hill is owned by WMIF, not Waste Management Inc. The landfill is located in the unincorporated Broward County but has a Pompano Beach mailing address. WMIF does not lease land to Broward County for the waste-to-energy plant adjacent to Monarch Hill Landfill (the North Plant). The North Plant is a Wheelabrator Environmental Services facility that is on property owned by the Waste Management family of companies. The Wheelabrator waste-to-energy plant in Davie (the South Plant) is on property owned by Broward County and is

subject to a lease for the plant site and the accompanying ash landfill that is adjacent thereto. Finally, WMIF is Pompano Beach's collection contractor, not Waste Management Inc.

Sincerely,

NALD M. KAPLAN
Authorized House Counsel- Florida

Exhibit 7

Public School
Public Impact Application

PUBLIC SCHOOL IMPACT APPLICATION

The School Board of Broward County, Florida
Growth Management Section
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor, Fort Lauderdale, FL 33301; Phone: 754-321-2177, Fax: 754-321-2179
www.browardschools.com

GENERAL PROJECT INFORMATION

APPLICATION TYPE

☒ Land Use ☐ DRI ☐ Rezoning ☐ Flex/Reserve Allocation ☐ Plat ☐ Site Plan

FOR INTERNAL USE ONLY

School Board Number

County Project Number | City Project Number

Project Name: 1600 Corporation - Mobile Home Park

Has this project been previously submitted (since Feb. 01, 2008) ? No | If yes, provide the SBBC Number

Application Fee Amount Due/Paid* | Check No. | Is proof of Payment attached?

* Make check payable to "School Board of Broward County." No cash will be accepted.

PROJECT LOCATION AND SIZE

Section: 22 | Township: 48 South | Range: 42 East

General location of the project: South | Side of: NW 33rd Street. (Pompano Farms Road)

at/between: NW 14th Avenue | and: NW 15th Avenue

Area Acreage: 2.4088 | Jurisdiction: Pompano Beach

APPLICANT INFORMATION

Owner's Name: 1600 Corporation | Phone: 954-942-6633

Address: 33 SE 5th Street | City: Boca Raton | State: FL | Zip: 33432

Developer/Agent: Keith & Associates, Inc

Address: 301 East Atlantic Blvd. | City: Pompano Beach | State: FL | Zip: 33060

Phone: 954-788-3400 | Fax Number: 954-788-3500

Agent's E-mail: mvondermeulen@keith-associates.com

DEVELOPMENT DETAILS

Land Use Designation | Existing: Industrial | Proposed: Low Medium Residential 5-10

Zoning Designation	Existing	MH-12	Proposed	MH-12

PERMITTED						PROPOSED		
Residential Type	**Total Units**	**Built Units**	**Bedroom Mix**	**Un-built Units**	**Bedroom Mix**	**Residential Type**	**Number of Units**	**Bedroom Mix**
Single Family			_____3 BR or Less _____4 BR or >		_____3 BR or Less _____4 BR or >	Single Family		_____3 BR or Less _____4 BR or >
Townhouse/ Duplex/ Villa			_____1 BR or Less __2 BR__3 BR or >		_____1 BR or Less __2 BR__3 BR or >	Townhouse/ Duplex/ Villa		_____1 BR or Less __2 BR__3 BR or >
Garden Apartment			_____1 BR or Less __2 BR__3 BR or >		_____1 BR or Less __2 BR__3 BR or >	Garden Apartment		_____1 BR or Less __2 BR__3 BR or >
Mid Rise						Mid Rise		
High Rise						High Rise		
Mobile Home	24	24	____2 BR or Less _____3 BR or >	0	____2 BR or Less _____3 BR or >	Mobile Home	24	____2 BR or Less _____3 BR or >
Total	24	24		0		Total	24	

Does this project include a non-residential development? No

If yes, please describe other proposed uses

VESTED RIGHTS/EXEMPTION INFORMATION

Amount of Vested/Exempt development (including number of units, type, and bedroom mix)

24 Mobile Homes have existed on the property for decades.
LUPA is to bring exiting property into conformance

Exemption Criteria (check any/all as applicable)	Vesting Criteria (check any/all as applicable)	Associated Application Number
X Generates less than one student*	____ Located within previously approved plan amendment or rezoning with a valid mitigation agreement with the School Board through an executed and recorded DRC or Tri-Party*	
_____ Age restricted to persons 18 and over*	____ Obtained site plan final approval prior to February 1, 2008*	
_____ Statutory exemption* _____ Applicable Statute*	_____ Site plan located within a plat for which school impacts have been satisfied*	
_____ Site Plan located within a plat with a valid final SCAD letter*		Associated Plat Number: _____

Supporting documentation is required

Signature of Applicant/Agent: _____ Date: _____

Please attach a survey of the project site

NOTE: 30-Day review period only commences upon a determination of completeness by School District Staff. Applicant submitting a plat application must include an official letter containing plat name and municipal project number and must indicate that the plat has been approved or accepted by the municipality

ALL APPLICANTS MUST SUBMIT THE APPLICATION TO THE 8th FLOOR

Exhibit 8

Letter from Broward County
Transportation Department

Transportation Department
Transit Division – Service and Capital Planning
1 North University Drive, 3400A, Plantation, Florida 33324

June 12, 2014

Michael Vonder Meulen, AICP, Senior Planner
Keith and Associates, Inc.
301 East Atlantic Blvd, Pompano Beach, Florida 33060

RE: 1600 NW 33rd Street – Pompano Beach Land Use Plan Amendment

Dear Mr. Vonder Meulen:

Broward County Transit (BCT) has reviewed your request dated June 6, 2014 regarding the 1600 NW 33rd Street, Pompano Beach Land Use Plan Amendment, for current and planned bus service. Typical transit riders will walk up to a quarter-mile to a bus stop and a half-mile to a train station.

Broward County Transit and Pompano Community Bus Service is approximately 1400 feet (greater than a quarter of a mile) north of the amendment site along Sample Road. Additionally, this site is serviced by the Pompano Beach Tri-Rail station which is within the half a mile walking distance.

In addition, there are no transit improvements specified in the Transit Development Plan (TDP) and the Broward MPO Long Range Transportation Plan (LRTP) to the Amendment Site. Sidewalk and bicycle improvements are the recommended mode for this Amendment Site. Please call or email me at 954-357-8450 / jramos@broward.org if you require any additional information.

Sincerely,

John A. Ramos, Senior Planner
Service and Capital Planning

Broward County Board of County Commissioners
Sue Gunzburger • Dale V.C. Holness • Kristin Jacobs • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler
www.broward.org

Exhibit 9

Letter from Broward County
Water Management Division

Public Works Department - Water and Wastewater Services
WATER MANAGEMENT DIVISION
2555 West Copans Road • Pompano Beach, Florida 33069 • 954-831-0751 • FAX 954-831-3285

Michael Vonder Meulen, AICP
Keith and Associates, Inc.
301 East Atlantic Blvd
Pompano Beach, Florida 33060

FROM: Joe Heilman
Broward County Water Management Division

SUBJECT: 1600 NW 33rd Street

Mr. Meulen

The information in your LUPA package is essentially correct. Our office has no objection to this LUPA.

Sincerely,

Joe Heilman
Natural Resource Specialist II
Broward County Water Management Division
2555 W. Copans Road, Pompano Beach, FL 33069
Office:(954)-831-0764
Fax:(954) 831-3285
E-mail: JHeilman@Broward.org

June 19, 2014

Broward County Board of County Commissioners
Sue Gunzburger • Dale V.C. Holness • Kristin Jacobs • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler
www.broward.org

Exhibit 10

Letter from Broward County
Water and Wastewater
Engineering Division

BROWARD COUNTY
FLORIDA

Public Works Department • Water and Wastewater Services
WATER AND WASTEWATER ENGINEERING DIVISION
2555 West Copans Road • Pompano Beach, Florida 33069 • 954-831-0745 • FAX 954-831-0798/0925

June 6, 2014

Mr. Mike Vonder Meulen, AICP
Keith & Associates, Inc.
301 East Atlantic Boulevard
Pompano Beach, FL 33060

RE: 1600 NW 33 Street – Land Use Amendment

Dear Mr. Vonder Meulen:

I received your analysis for the proposed small scale Land Use Plan Amendment (LUPA) for 2.413 acres located south of NW 33rd between NW 14th and NW 15th Avenue in, Pompano Beach, Florida. The proposed LUPA is within the Broward County Water and Wastewater Services (WWS) service area; District 2.

The water and wastewater mains on NW 33rd Avenue have the capacity to accommodate the proposed demand of the LUPA. WWS does not maintain any pipes on the property; they are privately owned and are not under our jurisdiction.

The area is served by the Broward County North Regional Wastewater Treatment Plant (NRWWTP). The plant has a Total Permitted Average Day Operating Capacity of 95.0 million gallons per day (MGD). The current average daily flow is 70.2 MGD and has an outstanding committed flow of 1.19 MGD; totaling 71.39 MGD. According to the Broward County Sanitary Sewer Element the capacity of the plant satisfies the short and long term (2025) regional needs of the County.

Water to the site is provided by the 2A Water Treatment Plant which is supplied by the North Regional Well-Field (NRW) and the 2A Well-Field. Total Permitted Maximum Day Operating Capacity of the plant is 40 MGD; permit expiration date is 6/30/2013. Daily Average Flow is 12.10 MGD and the outstanding flow commitment against the treatment plant capacity is 0.32 MGD; totaling 12.42 MGD. According to the Broward County Potable Water Element, the capacity of the plant satisfies the short and long term (2025) regional needs of District 2.

Broward County Board of County Commissioners
Sue Gunzburger • Dale V.C. Holness • Kristin Jacobs • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler
www.broward.org

The result of your analysis assumed a sanitary sewer demand and a potable water demand for the existing land use of 2,413 GPD and a total demand of 7,200 GPD for the new use proposed in the LUPA; with a projected increase in demand of 4,787 GPD. The water and wastewater demand of the proposed land use can be accommodated under the existing conditions mentioned above. The LUPA is located in the Pompano Beach customer area termed "Large User" by the agreement between the City and the County for the provision of water and sewer services. The County's obligation to provide service is limited to the terms of the agreement and the capacities agreed upon by Pompano Beach.

Please contact me if you have any questions.

Sincerely,

Mario C. Aispuro
Land Development Project Coordinator

MA/sh

cc: 2014 General Correspondence- Land Use Amendment

Exhibit 11

Ordinance 2014-42

Org. 10

ORDINANCE NO. 2014-42

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, REZONING PROPERTY LYING APPROXIMATELY 802 FEET EAST OF NW 16TH TERRACE AND SOUTH OF SAMPLE ROAD (S.R. 834) FROM I-1 (GENERAL INDUSTRIAL) TO MH-12 (MOBILE HOME PARK); PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach, Florida; and

WHEREAS, a public hearing before the City Commission was held pursuant to the aforesaid notice, at which hearing the parties in interest and all other citizens so desiring, had an opportunity to be, and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the City Commission of the City of Pompano Beach, having considered the evidence and argument presented at the public hearing, finds:

SECTION 2. That the property more particularly described in Exhibit "A," attached hereto and made a part hereof ("Property), which Property is hereby rezoned from a present zoning classification of I-1 (General Industrial) to MH-12 (Mobile Home Park) as said zoning classification is defined by Chapter 155 of the Code of Ordinances of the City of Pompano Beach, Florida.

SECTION 3. That the Development Services Director is hereby directed to mark the zoning provided for in this Ordinance on the Official Zoning Map of the City of Pompano Beach.

SECTION 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 27th day of May, 2014.

PASSED SECOND READING this 10th day of June, 2014.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
5/14/14
l:ord/2014-273

Exhibit A

LEGAL DESCRIPTION

The West one-half (W½) of the East one-half (E½) of the Northwest one-quarter (NW¼) of the Southwest one-quarter (SW¼) of the Northeast one-quarter (NE¼); AND the East one-half (E½) of the West one-half (W½) of the Northwest one-quarter (NW¼) of the Southwest one-quarter (SW¼) of the Northeast one-quarter (NE¼); AND ALSO the West 10.00 feet of the East one-half (E½) of the Northwest one quarter (NW¼) of the Southwest one-quarter (SW¼) of the Northeast one-quarter (NE¼); less the North 25 feet thereof; all in Section 22, Township 48 South, Range 42 East, Broward County, Florida.

Said land situate, lying and being in the City of Pompano Beach, Broward County, Florida and containing 216,222 square feet or 4.9638 acres more or less.

ALSO KNOWN AS:
The West 10 feet of Tract 46, and all of Tracts 47 and 48 of the unrecorded Plat of Pompano Farms.

Exhibit 12

Checks (2)

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

1600 CORPORATION
DBA PARKRIDGE MOBILE HOME PARK
AGT AC COMMERCIAL PROPERTY MANAGEMENT LLC

BB&T
605 N. ORLANDO AVE
WINTER PARK, FL 32789
63-9138/2631

1250

DATE 12/11/2013

PAY TO THE ORDER OF City of Pompano Beach $ **7,000.00

Seven Thousand and 00/100**********

DOLLARS

City of Pompano Beach
Business Tax Receipt Division
100 W. Atlantic Blvd
Pompano beach, FL 33060

MEMO Zoning Application Both Parks

⑈001250⑈ ⑆263191387⑆0000148959226⑈

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

1600 CORPORATION
DBA PARKRIDGE MOBILE HOME PARK
AGT AC COMMERCIAL PROPERTY MANAGEMENT LLC

BB&T
605 N. ORLANDO AVE
WINTER PARK, FL 32789
63-9138/2631

1251

DATE 12/12/2013

PAY TO THE ORDER OF Broward County $ **12,146.00

Twelve Thousand One Hundred Forty-Six and 00/100**********

DOLLARS

Broward County

MEMO Application for Change of Land Use

⑈001251⑈ ⑆263191387⑆0000148959226⑈

Meeting Date: 1/13/15 Agenda Item 34

REQUESTED COMMISSION ACTION:

___ Consent X Ordinance ___ Resolution ___ Consideration ___ Workshop

SHORT TITLE OR MOTION: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PARKING MANAGEMENT SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DENISON PARKING, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.(COST $396,785.16)

SUMMARY OF PURPOSE AND WHY:

This agreement defines terms and conditions for Denison Parking Inc. to manage the City's current and future metered parking spaces. The scope of services includes parking meter enforcement, citation management, and cash receipts collection/processing. Once the agreement is approved, there is a 90-day transition plan for Denison Parking Inc. to mobilize, resulting in a mid-April operational start date. The attached memo summarizes key elements identified in the agreement.

TABLED FROM 12/9/14 CITY COMMISSION MEETING.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Staff

(2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097

(3) Expiration of contract, if applicable:

(4) Fiscal impact and source of funding: $396,785.16 Account#: 472-4710-545-3160

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	11/25/14	APPROVE	Robert A. McCaughan
Finance	11/25/14	APPROVE	S. Libbele
City Attorney	12/1/14	APPROVE	
Budget	12-1-14	APPROVE	

___ Advisory Board

___ Development Services Director

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance		Resolution		Consideration	Workshop
1st Reading	1/13/15	1st Reading		Results:	Results:
2nd Reading					

pompano beach
Florida's Warmest Welcome

Phone: (954) 786-4507 **City of Pompano Beach** Fax: (954) 786-4028
PUBLIC WORKS DEPARTMENT

MEMORANDUM NO: 2015-016

DATE: December 1, 2014

TO: Dennis W. Beach, City Manager

FROM: Robert A. McCaughan, Public Works Director RAM

SUBJECT: Agreement for Parking Management Services with Denison Parking Inc. (Parking Manager)

Currently multiple city departments manage various aspects of the parking management operation which is not ideal from a cost or efficiency perspective. Finance manages the revenue and expenditures, BSO has enforcement and meter repair responsibilities, and Public Works provides parking meter support (purchasing, install, connectivity, maintenance, and signage).

The inventory of metered parking has grown and is expected to grow significantly in the near future. With this increased growth, additional management is necessary and staff's recommended solution is to hire a third-party Parking Operation Management firm. This solution will improve efficiency of the parking process and establishes a known, fixed cost to budget. Through the RFP process, Denison Parking Inc. was selected as the top ranked firm. Staff has now developed the attached contract for approval by City Commission which includes the following key terms and conditions:

Contract Term

An initial term of three (3) years with an option for one (1) additional term of two (2) years, for a possible total of five (5) years. Additional services and responsibilities may be added to this agreement as agreed upon by both parties.

Compensation

The Parking Manager shall submit a monthly billing for services rendered. Total annual operating expenses are $396.8K which includes contractor's annual management fee of $36K. The city has authorization to inspect and audit all data and records of the Parking Manager for all services rendered under the agreement.

Scope of Services

The parking management services provided encompass parking enforcement, collections, the management, and operation of all existing 1,355 parking spaces as well as option to include future spaces east of Federal Highway.

The Parking Manager will staff an office within the city limits to accept customer inquiries, acceptance and processing of payments, and issue late notices for overdue payment of citations etc. The Parking Manager will be responsible for administering the city's residential parking permit program and parking passes.

Parking Meter Enforcement

The Parking Manager is responsible for the patrol of and enforcement for single-space, multi-space meters and parking lots, to include issuing parking citations for all parking violations, in accordance with city ordinance. All Denison Parking, Inc. employees will wear identifiable badges and uniforms and all vehicles must have appropriate identifiable marks to indicate Parking Manager's affiliation with the City of Pompano Beach Parking Services. While conducting their parking enforcement duties these individuals will also serve as ambassadors for the city and assist visitors with guidance and information. For the enforcement operation, the Parking Manger plans to use four (4) full-time and four (4) part-time personnel, with established hours of 7am to 11pm. The agreement accommodates additional enforcement periods on an as-needed basis (i.e. special events) for a flat hourly rate of $18.

The Parking Manager is only responsible for parking enforcement for metered spaces. BSO must still provide parking enforcement and issue citations for all other non-metered parking violations city-wide (e.g. illegal parking, double parked, parked in handicapped without placard, etc.).

Citation Management

The Parking Manager is required to process and maintain a database of all parking citations issued to include the generation of letters to violators including assessment of policy established late fees.

Cash Receipts Collection/processing

The Parking Manager is required to process and maintain a database of parking tickets issued, to record receivables and deferred revenue, and to include payment collection for all citations written. At its local office, the Parking Manager must collect/accept all parking revenue daily and facilitate payment via credit card process. The city will have inquiry access to all data.

Once the agreement is approved there will be a 90-day mobilization/transition period before contractor is on site and operational.

RAM;jp

City Attorney's Communication #2015-236
November 20, 2014

TO: Robert A. McCaughan, Public Works Director

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Gordon B. Linn, City Attorney

RE: Ordinance – Parking Management Services

As requested in your memorandum dated November 17, 2014, Public Works Department Memorandum No. 2015-011, I have prepared and attached the following captioned ordinance:

> **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PARKING MANAGEMENT SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DENISON PARKING, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

JILL R. MESOJEDEC

/jrm
l:cor/pw/2015-236

Attachment

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PARKING MANAGEMENT SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DENISON PARKING, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Denison Parking, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 20__.

PASSED SECOND READING this _____ day of _____, 20__.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

/jrm
11/20/14
L:ord/2015-108

AGREEMENT FOR PARKING MANAGEMENT SERVICES

THIS AGREEMENT is made by and between the **CITY OF POMPANO BEACH, FLORIDA**, a Florida municipal corporation, (the "City") and **DENISON PARKING, INC.**, (the "PARKING MANAGER").

WHEREAS, the City issued its Request for Proposals for Parking Management Services, No. T-43-14 (the "RFP") to solicit proposals to serve as the City's Parking Manager; and

WHEREAS, the Parking Manager responded to the RFP by submitting its proposal dated June 6, 2014 ("Proposal") which Proposal was selected by the City to be the best value; and

WHEREAS, it is the desire of the parties hereto to enter into an agreement whereby the Parking Manager will provide Parking Management services to encompass parking enforcement, collections, the management and operation of the pier parking garage and valet services for restaurants being developed as part of the pier development agreement between the City and Pompano Pier Associates, LLC (approved by the City on January 22, 2013, as amended on July 22, 2014), under the terms and conditions set forth in this Agreement.

1. Entirety of Agreement. The entire and integrated agreement between City and Parking Manager related to the services to be provided shall consist of (1) this Base Agreement (items 1-25 herein), (2) Parking Manager's Revised Scope of Services as outlined at **Attachment A** (3) Parking Manager's detailed fee and rate structure Proposal included as **Attachment B**, (3) City's Request for Proposals, *Management of Parking Operations – T-43-14* (the "RFP"), included as **Attachment C** and (4) Parking Manager's Bid Response (the "Proposal"), included as **Attachment D**.

2. Parking Management Services. Parking Manager shall provide the services described in the RFP, the terms of which are incorporated by reference in its entirety, and the Proposal, the terms of which are incorporated by reference in its entirety (which services, as may be added or changed, are hereinafter referred to as the "Services"), as more defined at **Attachment A**. The City acknowledges that the Parking Manager shall use reasonable care in performing its obligations under this Agreement.

Parking Manager agrees that the City will not be charged an additional fee for expanding the meter enforcement zone east of US1 (Federal Highway). City understands that should the meter enforcement zone expand outside of this geographic boundary, whereby it requires additional enforcement personnel, Parking Manager and City may negotiate an additional fee, subject to approval by the City Commission.

Parking Manager agrees that whereby Parking Manager is responsible for establishing a system for over the counter or online processing of credit card transactions, which does not flow through the City's network, that Parking Manager will be responsible for compliance with all regulations governing merchant acceptance and processing of credit card transactions, inclusive of compliance with Payment Card Industry Data Security Standards.

Parking Manager agrees to provide for an annual review of the design and operating effectiveness of Parking Manager's system of internal controls to be performed annually, by a certified independent accountant, and to provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.

3. Additional or Revised Services. The parties acknowledge and agree that, in the event that the City elects to utilize any of the Parking Manager's services not set forth in the Proposal, or in the event that the Parking Manager, in the normal course of its business, develops specific services agreement in the future for Parking Managing services requested by the City in addition to those covered by the RFP and Proposal, the Parking Manager will provide the specific services agreement, which shall be deemed to be an amendment to and subject to this Agreement, whether or not specifically stated in the service agreement, with such amendment subject to approval by the City Commission.

4. Compensation.

4.1 Parking Manager's detailed fee and rate structure is included as **Attachment B** and will be in effect for the entire period of this Agreement, inclusive of any mutually agreed upon renewal periods. The Parking Manager shall prepare a monthly billing for Services rendered. The billing will reflect the amount due for services performed by the Parking Manager. The Fees shall be the sole compensation paid to the Parking Manager in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder.

4.2 City will pay the Parking Manager in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, as amended, which also establishes a process and remedies for non-compliance. Invoices must be submitted to: City of Pompano Beach Public Works Department, 1201 N.E. 5th Avenue, Pompano Beach, FL., 33060, Attention: Public Works Director. A copy of the invoice should also be forwarded to the City's Finance Department at 100 W. Atlantic Blvd., Pompano Beach, FL 33060, Room 480. Invoices shall show the nature of the service and dates of service.

4.3 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Parking Manager, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve the Parking Manager of liability for the defective, faulty or incomplete rendition of the Services.

5. TERM. The term of the engagement under this Agreement shall commence on the last date executed by the later of the City and the Parking Manager and shall continue for a term of three (3) years. This Agreement may, by mutual agreement, be renewed for two additional one (1) year periods.

6. COMPLIANCE WITH LAWS. In the conduct of the Services under this Agreement, the Parking Manager in good faith shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

7. INDEPENDENT CONTRACTOR. The Parking Manager shall be deemed an independent contractor for all purposes, and the employees of the Parking Manager or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Parking Manager, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

8. AUDIT AND INSPECTION OF RECORDS. To the extent permitted by applicable law, the Parking Manager shall permit the authorized representatives of the City to inspect and audit all data and records of the Parking Manager specifically and directly related to the services rendered under or pursuant to this Agreement by the Parking Manager to the City, if any, relating to performance under the contract until the expiration of three years after contract termination.

The Parking Manager further agrees to require a subcontractor to agree that City or any of their duly authorized representatives shall, until the expiration of three years after contract termination, have access to and the right to examine any directly pertinent City books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

9. INSURANCE.

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The Parking Manager shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

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

LIMITS OF LIABILITY

	Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM $1,000,000 per OCCURRENCE / $1,000,000 AGGREGATE * Policy to be written on a claims incurred basis			
XX	comprehensive form		
XX	premises - operations	bodily injury	
__	explosion & collapse hazard	property damage	
__	underground hazard		
XX	products/completed operations hazard	bodily injury and	
XX	contractual insurance	property damage	
XX	broad form property damage	combined	
XX	independent contractors		
XX	personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM $1,000,000 per OCCURRENCE / $1,000,000 AGGREGATE

XX	comprehensive form	bodily injury (each person) bodily injury (each accident)		____
XX	owned	property damage		____
XX	hired	bodily injury and		
XX	non-owned	property damage combined		

REAL & PERSONAL PROPERTY

__	comprehensive form	Consultant must show proof they have this coverage.		

EXCESS LIABILITY

__	umbrella form	bodily injury and property damage		
__	other than umbrella	combined	$2,000,000.	$2,000,000.

XX	PROFESSIONAL LIABILITY * Policy to be written on a claims made basis	$1,000,000.	$1,000,000.

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

Parking Manager shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

10. HOLD HARMLESS AND INDEMNIFICATION. Parking Manager covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising directly out of any negligent act or omission by the Parking Manager, whether to any person or property to which the City or said parties may be subject, except that neither the Parking Manager nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the City or any of its officers, agents or employees.

11. TERMINATION. Each party shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, when in that party's sole discretion it deems such termination is its best interest, upon ninety (90) days prior written notice. Payment for Services rendered shall be made in accordance with this Agreement. Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

Notwithstanding the foregoing, either party may terminate the Agreement upon written notice to the other party in the event of: (i) a failure to remit charges due, after a reasonable grace period; (ii) a determination in

good faith by the terminating party that the financial or business condition of the other party has become impaired; or (iii) a determination by the terminating party, that termination is necessary or required by law or regulation. The receiving party shall have a reasonable opportunity to act upon termination request.

12. NOTICE. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the Parking Manager or to the City, at the address below Agreement:

PARKING MANAGER:
Mark Pryor, VP of Business Development
36 S. Pennsylvania Street, Suite 200
Indianapolis, Indiana 46204

CITY:
Robert McCaughan, Public Works Director
1201 N.E. 5TH Avenue
Pompano Beach, FL 33060

13. NON-DISCRIMINATION. In performing under this Agreement, the Parking Manager shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

14. ASSIGNMENT. The Parking Manager shall not assign, sublet, convey or transfer its interest in this Agreement without notification to City, at which point City may elect to terminate its Agreement with Parking Manager should such assignment, sublet, conveyance or transfer of Parking Manager's interest not be acceptable to City. It is further agreed that said notice shall be given where feasible by Parking Manager not less than thirty (30) days prior to the date of any proposed assignment.

15. FORCE MAJEURE. Parking Manager shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Parking Manager. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

16. CONFLICT OF INTEREST.
The Parking Manager represents that to its knowledge, no City employee is also an owner, corporate officer, or an employee of the Parking Manager. Parking Manager further acknowledges that if it comes to Parking Manager's attention that any City employee is an owner, corporate officer, of an employee, the Parking Manager will, as it may determine, file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

17. PATENT FEES, ROYALTIES AND LICENSES.
Parking Manager agrees, as described herein, that if Parking Manager requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright in connection with the Services contemplated herein, the Parking Manager and its surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work. With respect to the services and/or technology ("Technology") provided to the City directly by the Parking Manager which is used by the City in an approved manner ("Approved Use"), the Parking Manager shall indemnify the City from and against any and all losses resulting solely from a claim brought by a third party that specifically alleges any

Approved Use of the Technology infringes on any third party copyright, trademark, service mark or trade secret. The foregoing states Parking Manager's entire obligation and liability with respect to infringement of third party intellectual property rights.

18. PUBLIC ENTITY CRIMES ACT. The Parking Manager represents, to the knowledge of the undersigned, that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that, to the knowledge of the undersigned, the Parking Manager has not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting its Proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

19. GOVERNING LAW. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

20. SEVERABILITY. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

21. WAIVER. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

22. HEADINGS. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

23. PUBLIC RECORDS.

A. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Parking Manager shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Parking Manager upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Parking Manager to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. MUTUAL COOPERATION. The City represents that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, Parking Manager agrees to act in good faith in all relations with City in its performance under this Agreement.

25. CONTROLLING PROVISIONS. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Base Agreement (Items 1-25 herein); (2) Scope of Services at **Attachment A**; (3) Detailed Fee and Rate Structure at **Attachment B;** (3) the RFP; and (4) the Proposal.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and appropriate officials on the day and year first above written.

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

_____
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"PARKING MANAGER"

DENISON PARKING, INC.

Witnesses:

By: _____

MARK PRATT

Print

Name: _____

Title: PRESIDENT & CEO

Business License No. _____

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 5th day of January, 20[illegible], by Mark Pratt as President + CEO of DENISON PARKING, INC., an Indiana corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF Indiana

Jeffrey S. Line

(Name of Acknowledger Typed, Printed or Stamped)

583332

Commission Number

:jm
12/12/14
L:agr/pw/2015-330

ATTACHMENT A

Parking Manager's revised scope of services

ATTACHMENT A

SCOPE OF SERVICES

Meter Enforcement

a. Patrol of and enforcement for single-space, multi-space meters and parking lots, inclusive of issuance of parking citations for all parking violations, in accordance with City ordinance.

b. Provide for all support vehicles, office and computer equipment as required to perform the day-to-day operations of the parking program. Parking Manager is responsible for any internet service connections fees, as a result of any remote access to the City's network and any associated maintenance costs.

c. Provide for GPS tracking of enforcement vehicles and assigned personnel via cell phone.

d. Coordination of the installation and maintenance of parking meters, pay stations and change machines and for the general maintenance of all City parking meter lots and on-street parking (sweeping, striping etc.).

e. Provide price quotes for both purchase and lease options, at the City's discretion when new parking equipment is to be acquired by the City directly. Equipment type and installation shall be in accordance with standards issued by the City.

f. Provide for the repair or replacement of all parking equipment and appurtenances within forty (48) hours or in accordance with City's contractual terms with equipment vendor.

g. Coordinate selection of and pay for costs associated with the selection of ticket held devices (TIDs) and license plate recognition technology. The selection of such software or technology should allow for import and export of data from/to the citation management database, as maintained and operated by Parking Manager.

h. Monitoring, ordering and stocking of expendable products for meters (i.e. printer ink, printer paper, batteries etc.) and TIDs.

i. Utilization of Enterprise Management System (EMS) Back Office Support System (BOSS) Software to re-program meters, as necessary.

j. Manage and oversee the use of any third party programs (i.e. Passport Parking--pay-by-phone) by the City to support its parking activities.

k. Provide boots for habitual parking enforcement violations in accordance with City policy, if program is implemented by the City.

l. Provide for towing, as applicable.

m. Coordinate the repair or needed maintenance of any field parking software systems with the City's designated vendor(s).

n. Provide employees with identifiable badges and uniforms, as approved by the City. All vehicles must also have appropriate identifiable marks to indicate Parking Manager's affiliation with the City of Pompano Beach Parking Services, subject to City approval.

o. Enforcement personnel assigned to the contract should be appropriately trained and possess all required certifications and/or licenses for issuing non-moving violations. Parking Manager is also responsible to provide (at own expense) for pre-screening background checks for all personnel to be assigned to the City.

p. Fielding customer inquiries and complaints related to the parking enforcement program.

q. Provide annual reporting (within 90 days of City's fiscal year end) to the City describing the current state of parking enforcement activity. The report should, at a minimum, indicate no. of citations issued for the previous fiscal year (October 1st through September 30th), no. of enforcement personnel writing citations, no. of citations issued per staff member writing citations and any recommendations for improvements to operations detailing any associated costs. A copy of citation database generated report must be provided as part of the package, which should reconcile to no. of citations indicated as issued in the annual report.

r. Provide, as part of the required annual reporting (within 90 days of City's fiscal year end), an annual survey to City of neighboring cities parking rates, at Parking Manager's own expense.

s. Assistance and consultation with the City, as necessary in any enhancement, change or modification of its parking enforcement program.

t. Assistance in implementing general parking programs, including working with businesses, neighborhood groups, and other organizations, as needed.

Citation Management

a. Processing and maintaining a database of parking citations issued.

b. Inputting citations issued within 48 hours of issuance, including those written by BSO personnel, if applicable.

c. For citations issued by Parking Manager, generate letters to violators within fourteen (14) calendar days of citations being issued, to include assessment of late fees, in accordance with City policy. Letter must also notify violators that if payment is not received in full within thirty days of the date indicated on the letter, the obligation will be referred to the City's collection agency, which will result in the violator being obligated for all collection fees incurred by the City to effect such.

d. Fielding customer inquiries and complaints related to citations. Parking Manager must provide a phone, fax and email address to which violators may direct inquiries. Such must be indicated on the parking citation issued. Parking Manager must also coordinate requests by violators for a court date to contest citations and coordinate such efforts with the City Attorney's Office. Also, attend enforcement court proceedings for disputed citations and follow through with hearing officers' decisions, as necessary.

e. Provide for a local office within the boundaries of the City, whereby customers may visit to make inquiries about or appeal parking citations issues, make citation payments (via, cash, check or credit card) or for general parking inquiries.

f. For citations issued by Parking Manager, on a Quarterly basis, generate a report of outstanding parking citations older than ninety (90) days and export data to an excel file. Email a spreadsheet to the City's Finance Director or designee showing all relevant information for each citation. Parking Manager must add a collection fee of 17% to each citation amount due once the account has been referred to the Finance Department for formal collection action. Parking Manager's systems must be able to separately identify initial violation and penalties (i.e. City's late fee) and amounts (17%) assessed each account placed with the collection and any reports of revenue collected and submitted to the City's Treasury Division must clearly delineate such.

g. Currently, the City's Information Technology Department (IT) provides citation information to the State of Florida Division of Motor Vehicles (the State) to allow the State to place a hold on violators, whereby tag renewal will be delayed if violators have at least three (3) regular unpaid citations or one (1) unpaid handicap citation. The State also provides

detailed information for violators (i.e. addresses, DL# etc.) directly to the City to allow for the mailing of letters to violators and assist in follow-up collection efforts. Parking Manager would be responsible for establishing an infrastructure to allow for this two-way communication and ensuring compatibility of Parking Manager's system with the State's system, to allow for this interface of data.

Cash Receipts Collection, Handling and Processing

a. Processing and maintaining a database of parking tickets issued to record receivables and deferred revenue for all citations written, and cash and revenues as receipts are processed. City staff must be provided inquiry access to such system.

b. Collection of all parking citation payments at local office site and entry into Parking Manager's cash receipts system. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Parking Manager maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate the parking citation no., receipt no., the date paid, the amount paid, and nature of payment (i.e. parking citation). Parking Manager would be responsible for the processing of such receipts for bank deposit with City providing for daily pickup of bank deposits by an armed security service. Parking Manager is responsible for securing deposit bags and tickets for City's banking partner. Parking Manager must submit a copy of the bank deposit slip and a report from Parking Manager's cash receipts system, reconciled to the bank deposit slip amount to the City' s Treasury Division. For non-sufficient funds (NSF) payments made via check, the City's Treasury Division will inform Parking Manager of such for update of provider's records. Parking Manager is responsible for assessing the NSF fee (in accordance with City policy) to the violator and updating Parking Manager's financial records accordingly. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

c. Daily collection of cash and coins extracted from parking meters. Parking Manager must accept these funds at its local office site, to include facilitate payment via credit card and process the receipts in its own cash receipts system. Parking Manager is responsible for all payment processor fees governing credit card acceptance. Parking Manager responsible for generating meter audit reports (with the exception of lollipop meter extractions) to accompany each extraction of cash and coins from the meters and reconcile to the coin/cash counts. Parking Manager would be responsible for taking a physical count of cash and coins (a coin counter would be necessary) and completing a bank deposit slip(s) for deposit of

the meter collections. City would provide daily-armed service pickup for physical deposit of meter collections to the bank. Parking Manager must arrange for deposit and pickup of meter collections within 48 hours of collection from meters. For special events or holidays, Parking Manager shall make more frequent visits to the meters for collection of coins/cash as such volume of activity might warrant such. Parking Manager must provide for a secure safe (combination & key, with limited staff access) at local office site to hold meter collections pending armed service pickup. Parking Manager must provide a copy of the meter audit report, reconciliation of physical count to individual meter audit report and a copy of bank deposit slip for each bank deposit processed. Such must be provided timely to the City's Revenue Collections Division via mail or email as follows:

City of Pompano Beach
100 W. Atlantic Blvd., Rm 135
Pompano Beach, FL 33060
ATTN: Revenue Collections Manager
or
Linda.dye@copbfl.com with copy to
Giselle.wishinsky@copbfl.com

Separate ledger accounts would need to be established by lots/locations as follows (and for any other new locations added by City):

- Municipal Pier Lot
- Oceanside Lot
- Beach Parking Lot
- Alsdorf Lots
- Street Parking Meters
- Harbor Village/N.E. 1st Street

Parking Manager must provide a report to the City's Treasury Division for each deposit to indicate the locations of each collection for each bank deposit as stated above. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

d. Administering the City's residential parking permit program and parking passes, as applicable. The City currently issues approximately 200 residential parking permits per year for its Oceanside and Municipal Pier Lots. The City issues semi-annual permits at a price of $30 and annual permits at a price of $60, based on certain qualifying criteria (i.e. proof of residency). Proposer would be required to process and record receipts related to this program. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Proposer

maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate the parking permit no., receipt no., the date paid, the amount paid, and nature of payment (i.e. residential parking permit). Parking Manager must prepare bank deposit slips for this activity with the City providing for daily-armed service pickup of such deposits. Parking Manger is responsible for recording this activity in a dedicated system account (i.e. residential parking permits) and must submit a copy of the bank deposit slip, a cash receipts report and a reconciliation of the two to the City's Treasury Division. Parking Manager is responsible for maintaining all applications and proof of qualification for each permit issued, in accordance with the City's records retention policy.

e. Any request for refunds pertaining to any of the activities discussed above must be requested by Parking Manager through the City's Treasury Division and communicated to Parking Manager for update of Parking Manager's records and systems once refund has been processed.

f. Parking Manager is responsible for voiding any transactions, in accordance with City's established practices and must provide a reporting of such to the City's Treasury Division within 24 hours of processing.

g. Parking Manager is responsible for establishing an online system to allow violators to make credit card payments via a secure website (complying with all regulatory requirements). Parking Manager is responsible for ensuring such system is PCI compliant (providing for any system scans if applicable) and on an annual basis must ensure submittal of PCI complaint report to Visa/MC by parking Manager's designated payment processor, if required. Parking Manager would be responsible for the posting of these online payments to Parking Manager's cash receipts system. Parking Manager would be responsible for linking online receipts directly to the City's designated bank account for daily deposit and submittal of cash receipts reports to the City's Treasury Division within 24 hours of processing. Parking Manager is responsible for any related payment processor fees governing credit card acceptance.

h. Within thirty (30) days from City's fiscal year end (September 30th), Proposer would be responsible for providing an aging report of outstanding parking citation receivables (at fiscal year-end) to the City's Finance Department.

Garage Design/Construction Consulting Services

a. Review pro-forma estimates of revenue and expense expectations.

b. Assistance in selection of PARCS (Parking and Revenue Control Systems) equipment needed in the pier parking garage facility to properly control monthly/contract, transient/cash and validation business.

c. Providing advice regarding most efficient lighting methodology.

d. Estimating the proper maintenance reserve fund that should be accrued to provide for long-term structural stability.

e. Assisting in selection and placement of signs needed to properly control the parking facility traffic flow, ingress/egress, etc.

f. Any other consulting services requested by City on an as needed basis.

General Requirements

a. Parking Manager (all parties to the Agreement) must be licensed to do business in the State of Florida and must obtain a business tax receipt for the City and Broward County, prior to commencement of services.

b. Parking Manager must staff an office within the limits of the Pompano Beach, at own expense, to generally contain the management of the parking program, inclusive of accepting customer inquiries, acceptance and processing of payments and issue late notices for overdue payment of citations etc. City reserves the right to provide a permanent location within the pier parking garage upon its completion, at which point Parking Manager would no longer be compensated for office rent as outlined in the Parking Managers line item budget.

c. Handle all customer service associated with the parking program.

d. Provide weekly, monthly and annual reports as may be required by the City.

e. Propose the purchase of equipment, data software and information systems relating to and associated with the day-to-day operations of the parking management program to enhance operating efficiency, with prior approval of the City. All purchases must be in accordance with City policies and procedures. All program specific products purchased by the Parking Manager with City funds, outside the scope of the agreed upon compensation under this Agreement shall upon termination of the Contract remain the property of the City.

f. Coordinate the implementation of any changes in the City's parking rates or policies.

g. Provide for an annual review of the design and operating effectiveness of parking Manager's system of internal controls to be performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will

be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.

h. Coordinate special City events with City staff.

i. Within 6 months of the execution of this Agreement, meet with City and CRA staff and review current parking operations and provide a report to the City Manager with observations and recommendations etc. May include new technologies, payment acceptance methods, additional meter locations, garage locations, marketing, signage, experience/suggestions for a 100% cashless system etc.

j. Any reasonably related services upon request.

Additional Services as Elected by City of Pompano Beach

a. Parking Manager recognizes that City has initially agreed to parking enforcement being provided for shifts covering the period from 7 a.m. to 11 p.m., Citywide, seven days/week. Parking Manager understands that should City require additional enforcement periods, such will be provided by Parking Manager on an as-needed basis (i.e. special events) for a flat hourly rate of $18.

b. Parking Manager agrees to provide for booting equipment (one boot) if such a program is implemented by the City. The cost of this boot shall be depreciated over the remaining term of the contract at the point the boot is purchased.

ATTACHMENT B

Agreement for Parking Management Services

LOCATION: Pompano Beach Enforcement DATE: 9/10/2014 REVISION: 41942
LOCATON #: 0
BUDGET SUMMARY 2014

OPERATING EXPENSES

Depreciation	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	44,156.04
Expense & Supplies	5,969.88	4,984.88	6,809.88	3,729.88	2,984.88	14,984.88	3,621.88	4,809.88	2,984.88	3,729.88	2,984.88	2,984.88	60,580.60
Fuel Expenses	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	9,000.00
Housekeeping	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00
Insurance	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	20,928.00
Insurance Group	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	15,876.00
Insurance Workman Comp	571.70	501.48	571.70	536.59	571.70	536.59	571.70	554.15	554.15	554.15	554.15	571.70	6,649.76
Maintenance	4,046.00	3,646.00	3,646.00	3,646.00	3,646.00	8,420.00	3,646.00	3,646.00	3,646.00	3,646.00	3,646.00	3,646.00	48,926.00
Management Fee	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Credit Card Processing Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes FICA	808.41	709.12	808.41	758.77	808.41	758.77	808.41	783.59	783.59	783.59	783.59	808.41	9,403.08
Taxes Fed U C	116.24	101.96	116.24	109.10	116.24	109.10	116.24	112.67	112.67	112.67	112.67	116.24	1,352.08
Taxes State U C	570.65	500.55	570.65	535.60	570.65	535.60	570.65	553.12	553.12	553.12	553.12	570.65	6,637.47
Uniforms & Laundry	2,500.00	-	-	-	-	2,500.00	-	-	-	-	-	-	5,000.00
Utilities	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
Utilities - Telephone	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
Vehicle Maintenance	120.00	-	-	120.00	-	-	120.00	-	-	120.00	-	-	480.00
Wage	10,567.52	9,269.49	10,567.52	9,918.50	10,567.52	9,918.50	10,567.52	10,243.01	10,243.01	10,243.01	10,243.01	10,567.52	122,916.13
OPERATING EXPENSES:	36,507.08	30,950.16	34,327.08	30,591.12	30,502.08	49,000.12	31,259.08	31,939.10	30,114.10	30,979.10	30,114.10	30,502.08	396,785.16

Attachment B

Operating Assumptions: Capital

Enforcement Vehicle	$	20,000
Collection Van	$	20,000
Office Furniture	$	2,000
Computer	$	3,000
Enforcement Equip.	$	51,925
Coin Counter	$	5,000
Camera /DVR	$	10,000
Office Build Out	$	4,000
Safe	$	1,500
	$	117,425

@ 8% over 36 months = $ 3,679.67 per month x 12 months= 44,156 Depreciation

LOCATION: Pompano Beach Enforcement DATE: 9/10/2014 REVISION 0

LOCATION #: 0

Return to Summary

PAYROLL SUMMARY WORKSHEET

Month	Base Wages	Sick Pay	Vacation Pay	Event Pay	Training	Monthly Total
January	$10,384	$ 100.00	$ 83.33	$0		$10,568
February	$9,086	$ 100.00	$ 83.33	$0		$9,269
March	$10,384	$ 100.00	$ 83.33	$0		$10,568
April	$9,735	$ 100.00	$ 83.33	$0		$9,919
May	$10,384	$ 100.00	$ 83.33	$0		$10,568
June	$9,735	$ 100.00	$ 83.33	$0		$9,919
July	$10,384	$ 100.00	$ 83.33	$0		$10,568
August	$10,060	$ 100.00	$ 83.33	$0		$10,243
September	$10,060	$ 100.00	$ 83.33	$0		$10,243
October	$10,060	$ 100.00	$ 83.33	$0		$10,243
November	$10,060	$ 100.00	$ 83.33	$0		$10,243
December	$10,384	$ 100.00	$ 83.33	$0		$10,568
	$120,716	$ 1,200.00	$ 1,000.00	$0	$0	$122,916
		$ 1,200.00	$ 1,000.00			

These cells must match!! You will input the sick and vacation time in the months you see fit, but the totals for Sick and Vacation time must match from one page to the next.

		Holidays	
Jan	31	1	32
Feb	28		28
Mar	31	1	32
Apr	30		30
May	31	1	32
June	30		30
July	31	1	32
Aug	31		31
Sept	30	1	31
Oct	31		31
Nov	30	1	31
Dec	31	1	32

LOCATION: Pompano Beach Enforcement DATE: 9/10/2014 REVISION 0
LOCATION #: 0
Return to Summary

CONTRIBUTIONS

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													$0
													$0
													$0
Total:	0	0	0	0	0	0	0	0	0	0	0	0	0

CONTRACT LABOR

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
	0												$0
													$0
													$0
Total:	0	0	0	0	0	0	0	0	0	0	0	0	0

POF Monitoring

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Monitoring Fee													$0
													$0
													$0
Total:	0	0	0	0	0	0	0	0	0	0	0	0	0

DEPRECIATION

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
See start -up cost tab	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	$44,156.04
													$0
													$0
Total:	3,680	3,680	3,680	3,680	3,680	3,680	3,680	3,680	3,680	3,680	3,680	3,680	44,156

CAPITAL EXPENDITURES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													$0
													$0
													$0
Total:	0	0	0	0	0	0	0	0	0	0	0	0	0

EXPENSE AND SUPPLIES WORKSHEET

Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alarm Monitoring	$75	$75	$75	$75	$75	$75	$75	$75	$75	$75	$75	$75	$900
Armored Car													$0
Background Checks	$75			$75			$75			$75			$300
Bottled Water													$0
Business Cards	$50			$50			$50			$50			$200
Certification Enforcment	$2,000	$2,000	$2,000										$6,000
SAS 70 Audit						$12,000							$12,000
Customer Appreciation													$0
Employment Ads	$500			$500			$500			$500			$2,000
Payroll Processing	$85	$85	$85	$85	$85	$85	$85	$85	$85	$85	$85	$85	$1,023
Keys/Safe & lock rekey													$0
Letterhead/Envelops													$0
GPS Tracking	$40	$40	$40	$40	$40	$40	$40	$40	$40	$40	$40	$40	$480
Mileage Reimb													$0
Group Health Admin	$61	$61	$61	$61	$61	$61	$61	$61	$61	$61	$61	$61	$736
New Booths													$0
A/P Pymnt Processing	$155	$155	$155	$155	$155	$155	$155	$155	$155	$155	$155	$155	$1,856
Office Supplies	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$150	$1,800
Pagers													$0
IT Support	$129	$129	$129	$129	$129	$129	$129	$129	$129	$129	$129	$129	$1,543
Parking Permits/Hang Tag													$0
Receipt Tape /Batteries	$806	$806	$806	$806	$806	$806	$806	$806	$806	$806	$806	$806	$9,672
Event Tickets		$0						$0					$0
Valet Tickets		$0						$0					$0
Spitter Tickets		$0						$0					$0
I&E / GL Reporting	$279	$279	$279	$279	$279	$279	$279	$279	$279	$279	$279	$279	$3,348
Office Rent	$725	$725	$725	$725	$725	$725	$725	$725	$725	$725	$725	$725	$8,700
Postage/FedEx	$15	$15	$15	$15	$15	$15	$15	$15	$15	$15	$15	$15	$180
Paris Maintenance	$120												$120
Geneva	$120												$120
HR Supplies	$15	$15	$15	$15	$15	$15	$15	$15	$15	$15	$15	$15	$180
Coin bags ($0.80)	$120			$120			$12			$120			$372
Copier	$450	$450	$450	$450	$450	$450	$450	$450	$450	$450	$450	$450	$5,400
Enforcement Tickets ($0.35)			$1,750					$1,750					$3,500
Envelopes ($0.07			$75					$75					$150
Total:	$5,969.88	$4,984.88	$6,809.88	$3,729.88	$2,984.88	$14,984.88	$3,621.88	$4,809.88	$2,984.88	$3,729.88	$2,984.88	$2,984.88	$60,580.60

LOCATION: Pompano Beach Enforcement DATE: 9/10/2014 REVISION 0

LOCATION #: 0

Return to Summary

HOUSEKEEPING EXPENSE

Category:

1355	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Brooms / Brushes/ Oil Dry	15	15	15	15	15	15	15	15	15	15	15	15	$180
Cleaning Supplies	25	25	25	25	25	25	25	25	25	25	25	25	$300
Sweeper Repair & Supplies													$0
Toilet Supplies													$0
Garage Sweeping ($3.83/space)						0							$0
Garage Scrubbing ($4.44/space)						0							$0
Janitorial Svc													$0
Pest Control SVC													$0
Power Washing													$0
Sweeper Fuel													$0
Trash Bags / Containers													$0
Trash Removal													$0
Other:													$0
													$0
													$0
													$0
													$0
Total	$40	$40	$40	$40	$40	$40	$40	$40	$40	$40	$40	$40	$480

MAINTENANCE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Multi-space meter cost	1,230	1,230	1,230	1,230	1,230	1,230	1,230	1,230	1,230	1,230	1,230	1,230	$14,760
Equipment Repairs	2,416	2,416	2,416	2,416	2,416	2,416	2,416	2,416	2,416	2,416	2,416	2,416	$28,992
Lollipop Meter batteries	400												$400
Maintenance Contract Billings													$0
Rentals to Repair Equipment													$0
Wages / Maintenance personnel													$0
All expenses to repair or replace													$0
existing parking equipment													$0
Other:													$0
Paint - Curbs,bollards,walls,etc													$0
Lot Striping ($4.34/space)						4,774							$4,774
													$0
													$0
Total	$4,046.00	$3,646.00	$3,646.00	$3,646.00	$3,646.00	$8,420.00	$3,646.00	$3,646.00	$3,646.00	$3,646.00	$3,646.00	$3,646.00	$48,926.00

LOCATION: Pompano Beach Enforcement DATE: 9/10/2014 REVISION: 0

LOCATION #: 0

Return to Summary

LIABILITY INSURANCE

Monthly liability Insurance number from finanical statement: 0

# of spaces:		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Fixed		1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	20,928.00
Variable														-
Total		1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	20,928.00

GROUP INSURANCE

Enter the number of employees by type of coverage — Includes 9% increase for 2014

Single	3	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	15,876.00
Single + Dep.		-	-	-	-	-	-	-	-	-	-	-	-	-
Single + Spouse		-	-	-	-	-	-	-	-	-	-	-	-	-
Family		-	-	-	-	-	-	-	-	-	-	-	-	-
Total:	3	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	15,876.00

DAMAGE & REPAIR

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Stolen articles													$0
Deductible													$0
Lime / Water spots													$0
Damage to customers													$0
vehicle (gate arm)													$0
Total:	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

ADMINISTRATIVE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
I/T Support ($35/PC/month)													0
Monthly P/L Generation													0
Payroll Administration													0
Other (Define)													0
	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

UTILITIES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Electric	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$300	$3,600
Water / Sewer	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$600
Natural Gas													$0
													$0
Total	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$350.00	$4,200.00
Total													

LOCATION: Pompano Beach Enforcement DATE: 9/10/2014 REVISION 0

LOCATION #: 0

Return to Summary

UNIFORMS AND LAUNDRY

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Mats / Runners													$0
Rags / Towels													$0
Uniforms/caps/gloves	2,500					2,500							$5,000
Total:	$2,500	$0	$0	$0	$0	$2,500	$0	$0	$0	$0	$0	$0	$5,000

SECURITY (Contract labor, non-Denison employees)

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Daily security													$0
Event security													$0
Security trucks													$0
Golf Carts													$0
													$0
Total:	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

SNOW REMOVAL

	Jan	Feb	Mar	Apr	Oct	Nov	Dec	Total
# of anticipated snows								$0
cost per snow								$0
Plowing cost total	0	0	0	0	0	0	0	$0
Ice Melt / Chemicals								$0
Total:	$0	$0	$0	$0	$0	$0	$0	$0

MISCELLANEOUS EXPENSE

Please specify:	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Employee Incentives													$0
Flu Shots													$0
Bank Svc Charges													$0
Data Processing													$0
Get Well/Funeral Flowers													$0
													$0
													$0
													$0
	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

LOCATION: Pompano Beach Enforcement DATE: 9/10/2014 REVISION 0

LOCATION # 0

Return to Summary

401K CONTRIBUTION EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													$0
													$0
													$0
Total:	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

CREDIT CARD PROCESSING FEES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
	667	667	667	667	667	667	667	667	667	667	667	667	$8,000
													$0
													$0
													$0
													$0
Total:	$667	$667	$667	$667	$667	$667	$667	$667	$667	$667	$667	$667	$8,000

VEHICLE MAINTENANCE

Please specify:	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													$0
Oil Changes	120			120			120			120			$480
													$0
													$0
	$120	$0	$0	$120	$0	$0	$120	$0	$0	$120	$0	$0	$480

LOCATION: Pompano Beach Enforcement DATE: 9/10/2014 REVISION 0
LOCATION #: 0
Return to Summary

HOTEL

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													$0
													$0
													$0
	0	0	0	0	0	0	0	0	0	0	0	0	0

TRAFFIC CONTROL

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Regular Traffic Control													$0
Event Traffic Control													$0
													$0
	0	0	0	0	0	0	0	0	0	0	0	0	0

UTILITIES - TELEPHONE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Office	125	125	125	125	125	125	125	125	125	125	125	125	$1,500
Internet	75	75	75	75	75	75	75	75	75	75	75	75	$900
Cell Phone	150	150	150	150	150	150	150	150	150	150	150	150	$1,800
	350	350	350	350	350	350	350	350	350	350	350	350	4,200

UNION WELFARE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													$0
													$0
													$0
	0	0	0	0	0	0	0	0	0	0	0	0	0

Fuel Expense

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Gas	750	750	750	750	750	750	750	750	750	750	750	750	$9,000
													$0
													$0
	750	750	750	750	750	750	750	750	750	750	750	750	9,000

LOCATION: Pompano Beach Enforcement FL DATE: 9/10/2014 REVISION: 0

PAYROLL TAX WORKSHEET

Month	Monthly Total	Federal U/C	State U/C	FICA	Workman Comp.
January	$10,568	$116.24	$570.65	$808.41	$571.70
February	$9,269	$101.96	$500.55	$709.12	$501.48
March	$10,568	$116.24	$570.65	$808.41	$571.70
April	$9,919	$109.10	$535.60	$758.77	$536.59
May	$10,568	$116.24	$570.65	$808.41	$571.70
June	$9,919	$109.10	$535.60	$758.77	$536.59
July	$10,568	$116.24	$570.65	$808.41	$571.70
August	$10,243	$112.67	$553.12	$783.59	$554.15
September	$10,243	$112.67	$553.12	$783.59	$554.15
October	$10,243	$112.67	$553.12	$783.59	$554.15
November	$10,243	$112.67	$553.12	$783.59	$554.15
December	$10,568	$116.24	$570.65	$808.41	$571.70
	$122,916	$1,352.08	$6,637.47	$9,403.08	$6,649.76

Federal U/C	0.011
Fica	0.0765

8

State	U/C Rate	WC Rate	WC Admin	WC Total
IN	0.0315	0.0157	0.0030	0.01870
NJ	0.0660	0.0563	0.0055	0.06180
VA	0.0433	0.0188	0.0045	0.02330
NV	0.0120	0.0295	0.0070	0.03650
DC	0.0290	0.0198	0.0059	0.02570
MD	0.0730	0.0504	0.0059	0.05630
LA	0.0010	0.0291	0.0030	0.03205
FL	0.0540	0.0482	0.0059	0.05410
GA	0.0451	0.0536	0.0059	0.05950
NY	0.0640	0.0246	0.0059	0.03050
MA	0.0488	0.0162	0.0425	0.05870

			Payroll Proc Per Emp Per Check	Gp Health Admin Per Emp/Yr	A/P Proc Avg/Space Per Yr.	IT Supp Per PC Per Month	I&E - GL Rpt Cost Per Month	TOTAL Per Month	TOTAL Per Year
Total Facility Spaces		1,355			$ 1.37			$ 154.70	$ 1,856.35
Employees	Part Time	4							
	Full Time	4							
	Total	8	$ 4.92					$ 85.25	$ 1,023.05
Total Facility Desktops Include Thin Clients - DO NOT INCL System PC's for WPS, Amano, Federal, etc.		1				$ 128.60		$ 128.60	$ 1,543.20
Group Health (No. of Employees in plan)		4		$ 184.00				$ 61.33	$ 736.00
Monthly Reporting, Balancing Checking Acct, Etc.							$ 279.00	$ 279.00	$ 3,348.00
								$ 708.88	$ 8,506.60

Attachment B (Fees) - Pier Garage Design/Construction Consulting Services

Parking Manager will provide consulting services related to the design/construction of the Pier Parking Garage at a rate of $150 per hour, plus reasonable out of pocket expenses. Out of pocket expenses may include postage, copying, any travel required to review the site in person. Consulting fees, inclusive of out of pocket expenses shall not exceed $10,000.

ATTACHMENT C

City request for proposal, Management of Parking Operations RFP T-43-14

ATTACHMENT C

pompano beach®

Florida's Warmest Welcome

CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
T-43-14

MANAGEMENT OF PARKING OPERATIONS

RFP OPENING: MAY 27, 2014 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060

April 28, 2014

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS
T-43-14
MANAGEMENT OF PARKING OPERATIONS

The City is seeking proposals from qualified firms to provide Parking Operations and Management services to the City of Pompano Beach, FL.

The City will receive sealed proposals until **2:00 p.m. (local), May 27, 2014,** in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

On October 1, 2013, the City of Pompano Beach created a separate Parking Enterprise Fund (the Parking Fund) for the purpose of managing and operating the City's parking assets in a prudent and economically viable manner and to provide transparency of its operations. The City's core goal is to provide a seamless, efficient, customer-friendly, progressive and cost-effective parking system for its stakeholders. The City has undertaken significant master planning efforts and is now investing in its infrastructure in ways that will result in the need for future construction of numerous parking garages and additional metered parking. To maximize the City's return on its investment, the City is hereby soliciting the services of professional parking management firms to operate its system.

The City currently has a total of 1,355 parking spaces (includes Harbor Village lot & N.E. 1st Street spaces) dispersed in three (3) municipal parking lots (Pier, Oceanside & Alsdorf) and two (2) leased lots, with the remainder of spaces encompassing on-street parking. The City has a total of 20 multi-space pay meters and 67 individual (lollipop) meters. The multi-space pay meters, which are supplied by Digital Payment Technologies, currently accept credit cards, cash and coins. During fiscal year 2013, the City generated approximately $222K in parking citations (5,454 citations) revenue and approximately $1M in parking revenues. The Current Parking Fund has an annual budget of $1.2 million.

The multi-space pay meters (Luke I and Luke II) are remotely managed by Enterprise Management System (EMS) software, which allows both pay station configuration and the collection of transaction data to create financial management reports. EMS is a real time web based service utilized by Digital Payment Technologies (current multi-space pay meter vendor) to provide information on the status of parking spaces and to provide information for auditing and revenue reporting. Additionally, the pay stations are managed offline and online with Back Office Support System Software (BOSS) to configure all operating aspects for the meters (e.g. adding meters to the network, language settings for interface menus, establishing/adjusting parking fees, and credit card processing).

Parking Enforcement is currently provided through a Policing Services agreement with the Broward Sheriff's Office (BSO). The City is exploring an opportunity to include provision of

these services by Proposers. Parking operations currently falls under the direction of the Public Works Department of the City.

Attached to this document is **Attachment A** & **Attachment B**, which provides an inventory of parking meters with current locations and a map indicating geographic location of meters in the City, respectively. Proposers are required to independently verify this inventory as part of their due diligence. The City makes no representations as to the accuracy of this inventory.

The City is currently exploring the construction of a 500 space pier parking garage and over the next years will also be contemplating the construction of several other parking garages throughout the City.

1. Scope Of Services

Proposers or its employees must have at least three (3) years of experience managing municipal parking operations and must be able to service an office within the City of Pompano Beach. Proposers must have on its staff at least one (1) senior level manager that possesses on-street, parking lots and parking garage management experience, inclusive of parking enforcement experience.

The successful Proposer shall/may be responsible for providing, at a minimum, the following services:

Meter Enforcement

a. Patrol of and enforcement for single-space, multi-space meters and parking lots, inclusive of issuance of parking citations for all parking violations throughout the City, in accordance with City ordinance. Proposer would be responsible for providing sufficient personnel to issue parking violation citations at a level of enforcement specified by the City. **Proposer must submit separate pricing for this enforcement activity in its proposals**. Proposer must be capable of providing this service seven days a week, 24 hours a day, and Proposers pricing must reflect such.

b. Provide for all support vehicles, office and computer equipment as required to perform the day-to-day operations of the parking program. Proposers are responsible for any Internet service connections fees, as a result of any remote access to the City's network. Proposers, as part of their response, must include an itemization of anticipated support vehicles needed per the scope of services being solicited. Proposers would be responsible for all associated maintenance costs.

c. Coordination of the installation and maintenance of parking meters, pay stations and change machines. The Proposer shall provide price quotes for both purchase and lease options, at the City's discretion when new parking equipment is to be acquired by the City directly. Equipment type and installation shall be in accordance with standards issued by the City. Requests for the repair of all parking equipment and appurtenances shall be requested, within twenty-four (24) hours of Proposer becoming aware of defects, from the City's provider and must be repaired or replace within forty-eight (48) hours or in accordance with

provider contractual terms. All purchases must conform to the City's purchasing policies and procedures.

d. Currently, the City's citation issuance process utilizes ticket books and is a highly manual process, which involves the manual input of citations into the City's citations database. It is the City's intention to utilize hand held ticket issuance devices ("TIDs") to automate this process. As part of response to proposal, Proposer must provide recommendations (inclusive of prices) for hand held ticket issuance devices ("TID"), which allows enforcement personnel to conduct enforcement on tablets or similar devices. The TID should be user-friendly and include software that allows enforcement personnel to take pictures to support issuance of parking violations and allow for attachable print devices. It is expected that TID should be compatible with the City's current software application provider, SunGard HTE, to allow for the download of citation information from SunGard's citation database system to the TIDs and upload from the TIDs to SunGard. This will allow for automation of citation input and tracking identifying violators with multiple violations outstanding. Proposer's bid price should be reflected of this planned automation of the process.

e. Monitoring, ordering and stocking of expendable products for meters (i.e. printer ink and printer paper). Proposers will have access to Parking Enterprise Budget for such expenses and must submit requests for processing payments via the City's normal purchasing and accounts payable process.

f. Utilization of Enterprise Management System (EMS) Back Office Support System (BOSS) Software to re-program meters, as necessary.

g. Manage and oversee the use of any third party programs (i.e. Passport Parking--pay-by-phone) by the City to support its parking activities.

h. Provide boots for habitual parking enforcement violations. **Note:** the City has not enacted this policy as of yet, but may contemplate in the near term. Proposer should provide a narrative as to their experience with the use of such devices and at what point other clients have placed boots on vehicles.

i. Provide for towing, as applicable. The cost for this component of the contract should be separately identifiable.

j. Coordinating the repair or needed maintenance of any field parking software systems with the City's designated vendor(s).

k. Provide employees with identifiable badges and uniforms, as approved by the City. All vehicles must also have appropriate identifiable marks to indicate Proposer's affiliation with the City of Pompano Beach Parking Services, subject to City approval. As part of proposal, Proposers must provide color pictures of what possible uniforms and vehicle decals might look like with the City's logo (Florida's Warmest Welcome).

l. Enforcement personnel assigned to the contract should be appropriately trained and possess all required certifications and/or licenses for issuing non-moving

violations. It is further Proposer's responsibility (at own expense) to provide for pre-screening background checks for all personnel to be assigned to the City.

m. Fielding customer inquiries and complaints related to the parking program.

n. Provide annual reporting (within 90 days of fiscal year end) to the City describing the current state of parking enforcement activity. The report should, at a minimum, indicate no. of citations issued for the previous fiscal year (October 1st through September 30th), no. of enforcement personnel writing citations, no. of citations issued per staff member writing citations and any recommendations for improvements to operations detailing any associated costs. As part of proposal, proposer must provide any recommended benchmark or national standard for expected no. of citations to be written monthly or annually per citation personnel etc., based on the size/structure of the City's parking space program. Proposer must also describe any internal mechanism utilized by their management staff to monitor the performance of enforcement personnel, in this regard. A copy of citation database generated report must be provided as part of the package, which should reconcile to no. of citations indicated as issued in the annual report.

o. Provide, as part of the required annual reporting, an annual survey to City of neighboring cities parking rates, at Proposer's own expense.

p. Assistance and consultation with the City, as necessary in any enhancement, change or modification of its parking enforcement program.

q. Assistance in implementing parking programs, including working with businesses, neighborhood groups, and other organizations, as needed.

Citation Management

a. Proposer will be responsible for processing and maintaining a database of parking tickets issued.

b. Inputting citations issued within 48 hours of issuance, including those written by BSO personnel.

c. Generate letters to violators within fourteen (14) calendar days of violation being issued, to include assessment of late fees.

d. Fielding customer inquiries and complaints related to citations. Proposer must provide a phone, fax and email address to which violators may direct inquiries. Such must be indicated on the parking citation issued. Proposer must also coordinate requests by violators for a court date to contest citations and coordinate such efforts with the City Attorney's Office. Also, attend enforcement court proceedings for disputed citations and follow through with hearing officers' decisions, as necessary.

e. City will provide for a local office within the boundaries of the City whereby customers may visit to make inquiries about or appeal parking citations issues or for general parking inquiries.

f. Quarterly, coordinate with the City's Information Technology Department, to generate a report of outstanding parking citations older than ninety (90) days. Export information to excel and email to the City's Finance Department for referral to the City's outside collection agency. **Note:** The City's system automatically adds a collection fee (i.e. 17%) to each citation amount due once this process has been activated. If Proposer would be utilizing its own accounting systems for input of citations and processing cash receipts, Proposer would be responsible for generating a query of parking citations outstanding for ninety (90) days or greater, exporting detailed information for each citation to excel and submitting such report to the City's Finance Department for referral to the outside collection agency. Once Finance Department forwards accounts to collections, Proposer would be notified and must add collection fee to outstanding balance for each violator's account to reflect new amount due. As an example, if violator owes $47 initially, a 17% collection fee would require amount owed to be adjusted to $54.99. Proposer's systems must be able to separately identify initial violation and penalties collected from any collection fee amounts collected.

Cash Receipts Collection, Handling and Processing

Proposers must provide pricing for the two options listed below:

Option 1: City Systems Utilized for Processing & Recording of Transactions

a. Proposer will be responsible for processing and maintaining a database of parking tickets issued by utilizing the City's current citation management system, a component of SunGard HTE. Selected vendor would be granted remote access to the City's system.

b. Proposer would be responsible for daily collection and delivery of cash and coins extracted from parking meters to the City's Treasury Division located at City Hall. Proposer would be responsible for delivery of cash and coins to the Treasury Division at least three (3) days a week (weekday-every other day). However, for special events or holidays, proposer shall make more frequent deliveries. For special events or holidays falling on the weekends, whereby it may be necessary to empty the meters on a weekend, Proposer would be responsible for maintaining coins/cash in a safe (combination & key, with limited staff access) at Proposer's local office until such time as delivery to City Hall is possible, during in normal operating hours. Meter generated audit reports must accompany collections (with the exception of lollipop extractions) from pay by space meters and provided to Treasury for reconciliation to the actual collections.

c. Parking citation payments will be made at the City's Treasury Division, currently located on the 1st Floor of City Hall, and processed through the City's cash receipts system.

Option 2: Proposer Systems Utilized for Processing & Initial Recording of Transactions

a. Proposer will be responsible for processing and maintaining a database of parking tickets issued by utilizing its own database management system and to record receivables and deferred revenue for all citations written, and cash and revenues as receipts are processed. City staff must be provided inquiry access to such system.

b. Proposers would be responsible for the collection of all parking citation payments at its local office site and entry into Proposer's own cash receipts system. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Proposer maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate the parking citation no., receipt no., the date paid, the amount paid, and nature of payment (i.e. parking citation). Proposer would be responsible for the processing of such receipts for bank deposit with City providing for daily pickup of bank deposits by an armed security service. Proposer would be required to submit a copy of the bank deposit slip and a report from Proposers cash receipts system, reconciled to the bank deposit slip amount to the City' s Treasury Division. For non-sufficient funds (NSF) payments made via check, the City's Treasury Division will inform Proposer of such for update of provider's records. Proposer would be responsible for assessing the NSF fee (in accordance with City policy) to the violator and updating Proposer's financial records accordingly. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

c. Daily collection of cash and coins extracted from parking meters. Under this Option, Proposer would accept these funds at its local office site and process the receipts in its own cash receipts system. Proposers would be responsible for generating meter audit reports (with the exception of lollipop meter extractions) to accompany each extraction of cash and coins from the meters and reconcile to the coin/cash counts. Proposers would be responsible for taking a physical count of cash and coins (a coin counter would be necessary) and completing a bank deposit slip(s) for deposit of the meter collections. City would provide daily-armed service pickup for physical deposit of meter collections to the bank. Proposer must arrange for deposit and pickup of meter collections within 48 hours of collection from meters. For special events or holidays, proposer shall make more frequent visits to the meters for collection of coins/cash as such volume of activity might warrant such. Proposer must provide for a secure safe (combination & key, with limited staff access) at local office site to hold meter collections pending armed service pickup. Proposer must provide a copy of the meter audit report, reconciliation of physical count to individual meter audit report and a copy of bank deposit slip for each bank deposit processed. Such must be provided timely to the City's Revenue Collections Division via mail or email as follows:

City of Pompano Beach
100 W. Atlantic Blvd., Rm 135
Pompano Beach, FL 33060
ATTN: Revenue Collections Manager
or
Linda.dye@copbfl.com with copy to
Giselle.wishinsky@copbfl.com

Separate ledger accounts would need to be established by lots/locations as follows:

- Municipal Pier Lot
- Oceanside Lot
- Beach Parking Lot
- Alsdorf Lots
- Street Parking Meters
- Harbor Village/N.E. 1st Street

Proposer would be required to provide a report to the City's Treasury Division for each deposit to indicate the locations of each collection for each bank deposit as stated above. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

a. Proposer would be responsible for administering the City's residential parking permit program. The City currently issues approximately 200 residential parking permits per year for its Oceanside and Municipal Pier Lots. The City issues semi-annual permits at a price of $30 and annual permits at a price of $60, based on certain qualifying criteria (i.e. proof of residency). Proposer would be required to process and record receipts related to this program. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Proposer maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate the parking permit no., receipt no., the date paid, the amount paid, and nature of payment (i.e. residential parking permit). Proposer would prepare bank deposit slips for this activity and the City would provide for daily-armed service pickup of such deposits. Proposer would be responsible for recording this activity in a dedicated system account (i.e. residential parking permits) and must submit a copy of the bank deposit slip, a cash receipts report and a reconciliation of the two to the City's Treasury Division. Proposer would be responsible for maintaining all applications and proof of qualification for each permit issued, in accordance with the City's records retention policy.

b. Any request for refunds pertaining to any of the activities discussed above must be handled by the City's Treasury Division and communicated to Proposer for update of Proposer's records and systems.

c. Proposers would be responsible for voiding any transactions, in accordance with City's established practices and must provide a reporting of such to the City's Treasury Division within 24 hours of processing.

d. Proposer would be responsible for establishing an online system to allow violators to make credit/debit card payments via a secure website (complying with all regulatory requirements). Proposer would be responsible for ensuring such system is PCI compliant and on an annual basis must submit report to Visa/MC as such. Proposer would be responsible for the posting of these online payments to Proposer's cash receipts system. Proposer would be responsible for linking online receipts directly to the City's designated bank account for daily deposit and submittal of cash receipts reports to the City's Treasury Division within 24 hours of processing.

e. Should the City elect **Option 2**, Proposer would be responsible for having an annual review of the design and operating effectiveness of its system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.

f. Currently, the City's Information Technology Department (IT) provides citation information to the State of Florida Division of Motor Vehicles (the State) to allow the State to place a hold on violators, whereby tag renewal will be delayed if violators have at least three (3) regular unpaid citations or one (1) unpaid handicap citation. The State also provides detailed information for violators (i.e. addresses, DL# etc.) directly to the City to allow for the mailing of letters to violators and assist in follow-up collection efforts. Should Proposer elect **Option 2**, Proposer would be responsible for establishing an infrastructure to allow for this two-way communication and ensuring compatibility of Proposer's system with the State's system, to allow for this interface of data.

g. Within thirty (30) days from City's fiscal year end (September 30th), Proposer would be responsible for providing an aging report of outstanding parking citation receivables (at fiscal year-end) to the City's Finance Department.

General Requirements

a. Proposer (all parties to the Agreement) must be licensed to do business in the State of Florida and must obtain a business tax receipt for the City and Broward County, prior to commencement of services.

b. Proposer must staff a temporary office within the limits of the Pompano Beach, to be provided by the City, to generally contain the management of the parking program, inclusive of accepting customer inquiries, acceptance and processing of payments (assumes City elects **Option 2**)

and issue late notices for overdue payment of citations etc. The intent of the City is to eventually provide a permanent location within the pier parking garage upon its completion and the City will provide a temporary site for the temporary office within reasonable proximity to the beach/pier area immediately, at City's expense. It is Proposers responsibility to provide for all costs associated with staffing and operating the location within Proposer's budgeted costs.

c. Handle all customer service associated with the parking program.

d. It is anticipated that the City will be designing and constructing a 500-space pier parking garage within the next 1.5 to 2 years. Proposers are required to propose a tentative separate price structure to contemplate the management of the garage, to include provision of valet parking (approximately 100 spaces in pier garage) for beach parking and future restaurant locations in the Pier Redevelopment area. Such proposed pricing structure should present a line item detail of all costs to be covered in proposers budget and should be specific as to what will be included in proposers budget, as well as what would be excluded or Proposers may indicate as "optional" services. Proposers management structure should be discussed. Proposer must discuss client references (name of client, contact name, title, phone, email) for which similar services have been provided within the past three (3) years, including, but not be limited to contractual arrangement for compensation

e. Provide weekly, monthly and annual reports as may be required by the City.

f. The Proposer may propose the purchase of equipment, data software and information systems relating to and associated with the day-to-day operations of the parking management program to enhance operating efficiency, with prior approval of the City. All purchases must be in accordance with City policies and procedures. All program specific products purchased by the Proposer on behalf of the City shall upon termination of the Contract remain the property of the City.

g. Coordinate the implementation of any changes in the City's parking rates or policies.

h. Provide for an annual review of the design and operating effectiveness of Proposer's system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.

i. As part of Proposal, Proposer must submit, at a minimum, compiled financial statements to indicate financial capacity to provide the services

herein, without interruption. Proposer may choose to submit reviewed or audited financials instead.

j. Coordinate special City events with City staff.

k. Within 6 months of hire, meet with City and CRA staff and review current parking operations and provide a report to the City Manager with observations and recommendations etc. May include new technologies, payment acceptance methods, additional meter locations, garage locations, marketing, signage, experience/suggestions for a 100% cashless system etc.

Any reasonably related services upon request.

2. Term of Contract

The City anticipates awarding a Service Provider Agreement for a term of three (3) years with an option for one (1) additional term of two (2) years, for a possible total of five (5) years. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract term, including the optional renewal term, unless mutually agreed upon by both parties. Additional services and responsibilities may be added to this agreement as agreed upon by both parties.

3. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its

procurements.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf or you may contact Susan Kores at the Pompano Beach Community Redevelopment Agency Business Resource Center at (954) 586-1199 or at susan@jedfl.com.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements. Proposers interested in local business participation are encouraged as part of their proposal package to discuss planned efforts in this respect.

5. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:
Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:
Include a clear identification of the material by section and by page.

Letter of Transmittal:
Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s),

office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Scope of Services:

For each item listed under scope of services, proposers are required to provide a narrative discussing each respective area, to include, but not be limited to:

a. Discussion of experience and ability to manage a 500 space parking garage, to include any experience in operating a valet service. Discussion should include proposed contract structure in terms of Proposer compensation and any general revenue split arrangements generally contemplated. May also include discussion of how the garage might be manned or not, based on entry and exit points, pay meters etc. Should also include Proposer's experience with other client references as discussed above.
b. Discussion of number of personnel anticipated to be assigned to the contract, to include title and duties, at a minimum.
c. Discussion of vehicles to be assigned to the contract, type, description etc.
d. Discussion of benchmarks and/or national standards against with performance of parking operations may be measured, to include parking enforcement activity.
e. Discussion of any proposed general improvements already observed per Proposer's own due diligence in preparing proposal.
f. Discussion of experience with placing boots on parking violators vehicles.
g. Discussion of hand held ticket devices and recommendations of specific TIDs.
h. Discussion of any parking program analysis reports prepared for previous clients. Proposer must include an example (s) in proposal submittal.
i. Discussion of proposed monitoring mechanisms for monitoring the performance of personnel, as it relates to administration of the parking enforcement function.
j. Discussion of cash receipts processing and recording capacity and internal controls in place to ensure accurate and complete collection, recording and reconciliation of transactions. In addition, discuss planned segregation of duties for collection, recording, cashier drawer balancing procedures (to include reconciliation of opening cash drawer amount, daily receipts and cash receipts system report reconciliation) a, deposit and reconciliation of all parking related revenues, should the City elect **Option 2** above.
k. Discussion of the City's current parking rate structure of $1.25 per hour (unadjusted for peak days/hours/locations) and any recommendations based on prior clients or general industry practice. City also currently has a boat launch and charges $10 for a 24-hour period to park a boat trailer.
l. Discussion of planned collection efforts to maximize collections on outstanding parking citations. Proposers should incorporate specific experience/success in this area with other client references to include client name, contact name, title, phone, email, etc. and approximate value or receivables managed, annual collections and annual collection rate for client's most recent fiscal year.
m. Discussion on any proposed efforts to enhance collections on parking citations written for out of state violators.
n. Discussion of transition plan, inclusive of detailed tasks to be completed, and planned coordination effort with BSO, the City's current parking enforcement partner.
o. Discussion of anticipated timeframe from contract award to being fully operational.

Fees & Costs:
Proposer must provide a line item budget for fees for all contract years, including any optional renewal periods. In narrative, please discuss basis for each annual escalator, if applicable (i.e. specific consumer price index).

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.
Proposer must itemize all costs to complete all necessary tasks as described under Scope of Services. Miscellaneous expenses should be adequately described. Proposer must be clear as what is included in price proposal, what is excluded and what might be optional.

References:
Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference. At least Three (3) references should be for clients within Broward, Dade, or Palm Beach Counties if applicable, with an emphasis on event or recreational type of facilities with more than 1,000 parking spaces.

Litigation:
Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:
The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

6. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

b. Liability Insurance

1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

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

LIMITS OF LIABILITY

	Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: ***MINIMUM $1,000,000 per OCCURRENCE / $1,000,000 AGGREGATE***			
	* Policy to be written on a claims incurred basis		
XX	comprehensive form		
XX	premises - operations	bodily injury	
__	explosion & collapse hazard	property damage	
__	underground hazard		
XX	products/completed operations hazard	bodily injury and	
XX	contractual insurance	property damage	
XX	broad form property damage	combined	
XX	independent contractors		
XX	personal injury	personal injury	

AUTOMOBILE LIABILITY: ***MINIMUM $1,000,000 per OCCURRENCE / $1,000,000 AGGREGATE***

		bodily injury (each person)	
XX	comprehensive form	bodily injury (each accident)	
XX	owned	property damage	
XX	hired	bodily injury and	
XX	non-owned	property damage combined	

REAL & PERSONAL PROPERTY

__	comprehensive form	Consultant must show proof they have this coverage.

EXCESS LIABILITY

__	umbrella form	bodily injury and property damage

__	other than umbrella	combined	$2,000,000.	$2,000,000.
XX	**PROFESSIONAL LIABILITY** * Policy to be written on a claims made basis		$1,000,000.	$1,000,000.

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

7. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

Criteria	Point Range
A. Experience and Expertise Previous related work experience and qualifications of firm and personnel. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	0-35
B. References History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-5
C. Resources and Methodology Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.	0-15
D. Location of Regional Office Proximity to Pompano Beach Office location.	0-5
E. Cost Including the proposed mark up (indicate what benefits are included and amount of the mark up) for field staff, costs for management and the proposed fee structure.	0-40
Total	**0-100**

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers

following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

8. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

9. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

10. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which

are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

11. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

12. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

13. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

14. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

15. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

16. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

17. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

18. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

19. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

20. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

21. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

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

   b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

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

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

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

22. Questions and Communication

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

23. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE
RFP T-43-13, MANAGEMENT OF PARKING OPERATIONS

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

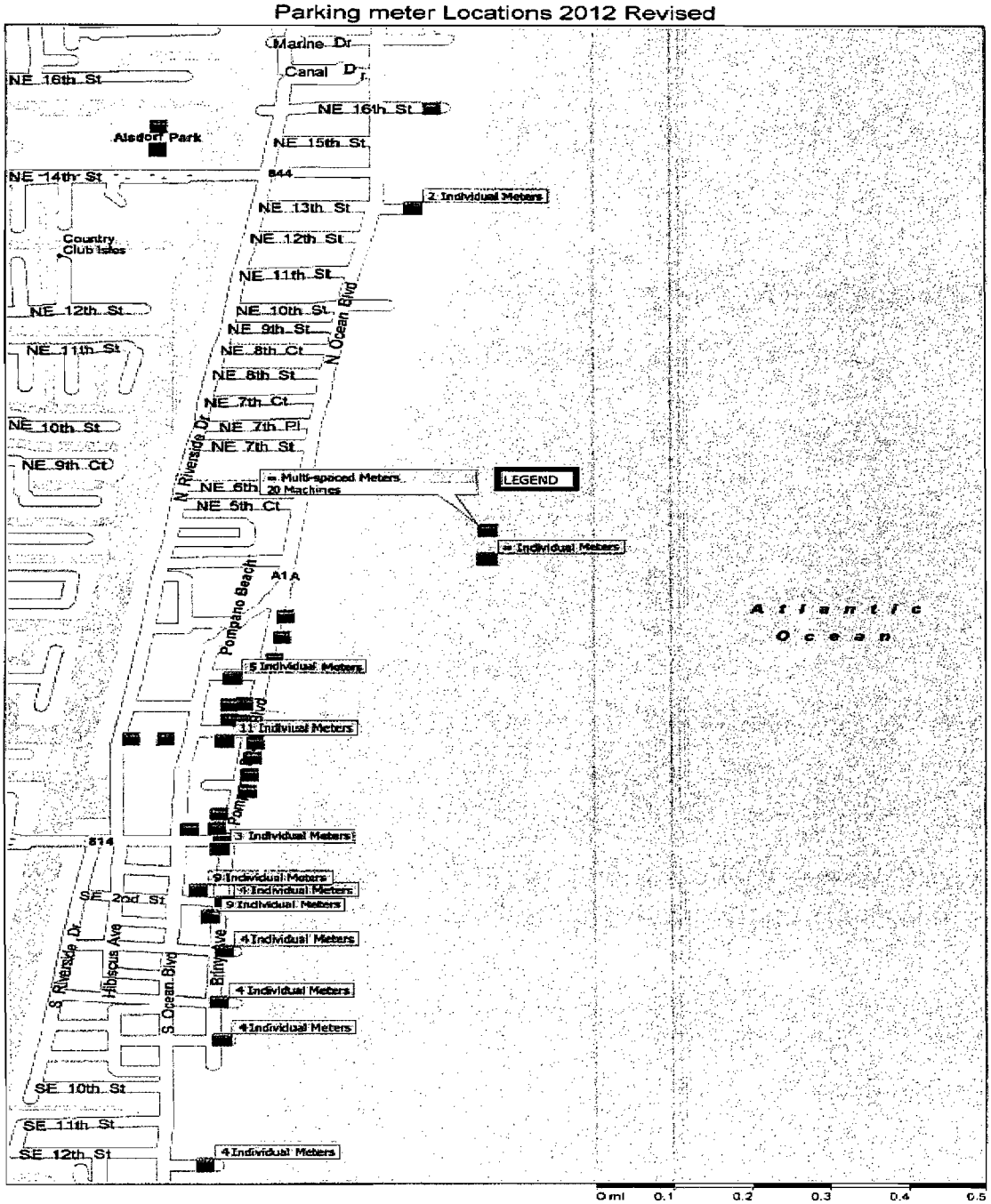
ATTACHMENT "A"

Lot	Machine Serial Numbers
Pier, Spaces 001 to 323	
Machine 1 NE	300009420069
Machine 2 NW	300009420070
Machine 3 SW	300009420071
Machine 4 SE	300009420074
Oceanside	
Machine 7 West Side	300010270008
Machine 8 East Side	300010270010
Parcel A, Spaces2001 - 2126	
SW Corner Temp Lot	500012360986
Temp Lot East Side, North	500012360979
Temp Lot East Side, South	500012360978
Briny Pub Corner	500012360983
PB Blvd., Spaces 1001 - 1122	
North of Pier 1	500012360981
North of Pier 2	500012360980
North of Pier 3	500012360977
South of Pier 1	500012360984
South of Pier 2	500012360987
South of Pier 3	500012360982
South of Pier 4	500012360985
16th Street, Spaces 800 - 827	300009420073
Alsdorf	
North	300010270009
South	300010270011

*Does not yet include Harbor Village/N.E. 1st Street

ATTACHMENT "B"

Parking meter Locations 2012 Revised



Copyright © and (P) 1988–2009 Microsoft Corporation and/or its suppliers. All rights reserved. http://www.microsoft.com/mapmaker
Certain mapping and direction data © 2009 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2009 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2009 by Applied Geographic Systems. All rights reserved.

ATTACHMENT D

PARKING MANAGER'S BID RESPONSE

wwwpompanobeachfl.gov/denisonparkinginc

Meeting Date: 01/ 13/ 2015 Agenda Item 35

REQUESTED COMMISSION ACTION:

____ Consent ____ Ordinance X Resolution ____ Consideration ____ Workshop ____ Initiative

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING /PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND BRIDGE DESIGN ASSOCIATES, INC. FOR THE POMPANO BEACH PIER REPLACEMENT; PROVIDING AN EFFECTIVE DATE. ($647,575.50)

SUMMARY OF PURPOSE AND WHY:

This contract with Bridge Design Associates, Inc. provides professional consulting engineering services for the design and permitting for the complete replacement of the Municipal Fishing Pier. The new pier will match the length of the existing pier (864 linear feet) and will have a width of 30 feet once the pier extends beyond existing sand dune. In lieu of the current octagon shaped pier terminus, the proposed will be designed to represent the head of a Pompano fish, similar to the City's logo. The new pier will be supported by concrete pilings with concrete pile caps, and include lighting bollards the full length of the pier. The design also includes a 40 foot tall iconic observation tower with walkway at the approach to the pier.
The pier design including permitting fees is $647,575.50 with a scheduled design completion of 12 months. The total estimated construction cost for the pier is $5.04M and the observation tower is $1.35M.

Accomplishing this item supports achieving initiative "2.10. Redevelop Pier and Pier property" identified in the City's: Great Places Strategy.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action: Staff

(2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097
Clayton Young, Engineer Ext 4029

(3) Expiration of contract, if applicable: N/A

(4) Fiscal impact and source of funding: Funding will be available in project account 452-7514-579.65-03

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Engineering	12-29-14	APPROVE	
Public Works	12/29/14	APPROVE	Robert A. McCaughan
General Services	1/7/15	APPROVE	
Finance	12/29	APPROVE	
Budget	12-30-14	APPROVE	
City Attorney	12/31/14	APPROVE	
___ Advisory Board			
___ Development Services Director			
X City Manager			Dennis W. Beach

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading ____	1st Reading ____	Results:	Results:
2nd Reading ____			

City Attorney's Communication #2015-358
December 18, 2014

TO: Clayton O. Young, Civil Engineer II

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Gordon B. Linn, City Attorney

RE: Resolution – Consultant Agreement / Pier Replacement

Pursuant to your memorandum dated December 16, 2014, Engineering Department Memorandum No. 15-40, I have prepared and attached the following form of Resolution:

> **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND BRIDGE DESIGN ASSOCIATES, INC. INC. FOR THE POMPANO BEACH PIER REPLACEMENT; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

JILL R. MESOJEDEC

/jrm
l:cor/engr/2015-358

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF POMPANO BEACH AND BRIDGE DESIGN ASSOCIATES, INC. INC. FOR THE POMPANO BEACH PIER REPLACEMENT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an agreement between the City of Pompano Beach and Bridge Design Associates, Inc. for the Pompano Beach Pier Replacement, a copy of which agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said agreement between the City of Pompano Beach and Bridge Design Associates, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

GBL/jrm
12/18/14
l:reso/2015-145

CONTRACT FOR
CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____day of _____, 2015, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and Bridge Design Associates, Inc. ( ) an individual, ( ) a partnership, (X) a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant".

WHEREAS, the Consultant is able and prepared to provide such services as City requires under the terms and conditions set forth herein; and

WHEREAS, the City Commission has approved the recommendation that Consultant be employed by the City and authorized the negotiation of contractual terms.

NOW, THEREFORE, in consideration of the mutual promises herein, the City and the Consultant agree as follows:

ARTICLE 1 – SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional consulting services as more specifically set forth in RLI [or RFP] No. H46-13 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Brian C. Rheault

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall commence services on January 31, 2015 and complete all services by December 31, 2015.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit B.

ARTICLE 3 – PAYMENTS TO CONSULTANT

A. City agrees to pay Consultant in consideration for its services described herein. It is the intention of the parties hereby to ensure that unless otherwise directed by the City in writing, Consultant will complete the services specified in Exhibit A during the term of this Agreement set forth in Article 2, above.

B. Price Formula. City agrees to pay Consultant for the services set forth in this Agreement as follows:

~~Payment of a Fixed Fee of $_____ per month.~~

[OR]

[Payment of a Lump Sum Fee of $ 647,576.50 .]

[OR]

~~[Payment of an Hourly Rate of $_____.]~~

C. The total amount to be paid by the City under this Contract for all services and materials including "out of pocket" expenses (specified in Paragraph E below) and also including any approved subcontracts shall not exceed a total contract amount of __Six hundred forty seven thousand five hundred seventy six dollars and 50.100__ Dollars ($_647,576.50). The Consultant shall notify the City's Representative in writing when 90% of the "not to exceed amount" for the total Task Order or Work Authorization has been reached. The Consultant will bill the City on a monthly basis, or as otherwise provided. Time and Materials billing will be made at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon and describes the maximum extent of City's obligation to pay Consultant, but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit A for the total compensation in the amount or less than the guaranteed maximum stated above.

D. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Finance Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid in accordance with the Florida State Statutes governing this process. In addition to detailed invoices, upon request of the City's representative, Consultant will provide City with detailed periodic Status Reports on the project.

E. "Out-of-pocket" expenses shall be reimbursed up to an amount not to exceed _____0_____ Dollars ($____0____) and as provided for in Paragraph C of this Article. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City's Representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in a Work Authorization and this Contract. All out-of- pocket, reimbursables and expenses shall be billed at actual amount paid by Consultant, with no markup.

F. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate, certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service. Should the City determine that said rates

and costs were significantly increased due to incomplete, non-current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 – TERMINATION

This Contract may be cancelled by the Consultant, upon thirty (30) days prior written notice to the City's Representative, in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative or the City Manager to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars ($10.00) paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control and shall not in any manner be deemed to be employees of the City. The Consultant shall exercise control over the means and manner in which it and its employees perform the work. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be subject to any withholding for tax, Social Security or other purposes by the City, nor be entitled to any benefits of the City including, but not limited to, sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation benefits, or the like from the City.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative at the time substitution becomes effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

Consultant may subcontract any services or work to be provided to City with the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek small business enterprises and to utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt for participation in its subcontracting opportunities.

ARTICLE 8 – FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will provide the Consultant with the current state issued exemption certificate. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract

ARTICLE 9 – AVAILABILITY OF FUNDS

The City's performance and obligation to pay under this contract is contingent upon appropriation for various projects, tasks and other professional services by the City Commission.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until the aforementioned approval is obtained.

CERTIFICATE OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. The Certificate shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to conduct business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A. M. Best and be part of the **Florida Insurance Guarantee Association Act**.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Limits of Liability for required insurance are shown in Exhibit D.

The City of Pompano Beach must be named as an additional insured for the Automobile and Commercial General Liability Coverage.

For Professional Liability, if coverage is provided on a claims made basis, then coverage must be continued for the duration of this Contract and for not less than one (1) year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one (1) year.

Consultant shall notify the City Risk Manager in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

For Workers' Compensation Insurance, coverage shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case of any work sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer Liability Insurance.

ARTICLE 11 – INDEMNIFICATION

1. The Consultant agrees to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by City from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of Consultant, or its agents, servants, or employees, in the performance of services under this contract.

2. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorneys' fees and appellate attorneys' fees) suffered by the City from (a) any breach by the Consultant of this Contract; (b) any misconduct by the Consultant; (c) any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant herein; (d) any claims, suits, actions, damages or causes of action arising during the term of this Contract for any personal injury, loss of life or damage to property to the extent caused by any negligence, recklessness, or intentionally wrongful performance of this Contract by the Consultant and the Consultant's agents, employees, invitees. Such obligation to indemnify and hold harmless shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that the City entering into this Contract shall constitute good and sufficient consideration for this indemnification. These

provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statute § 768.28.

3. Twenty-five Dollars ($25.00) of the amount paid to Consultant is given as separate, distinct and independent consideration for the Consultant's grant of this indemnity, the sufficiency and receipt of this consideration is acknowledged by the Consultant.

4. The City agrees that to the extent permitted by § 558.0035, Florida Statutes, an individual employee or agent of Consultant may not be held liable for negligence.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 – REMEDIES

The laws of the State of Florida shall govern this Contract. Any and all legal action between the parties arising out of the Contract will be held in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 – CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of a potential conflict(s) of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall at its

option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it, or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's representatives for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated thereby.

ARTICLE 18 – CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and cost incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, and sexual orientation.

ARTICLE 21 – INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract, together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and off equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 – Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 – MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the City of any estimated change in the completion date; and (3) advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Work Authorization or Task Order Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City Manager, and if such amendment is in excess of $25,000, it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission

The City shall not be liable for payment of any additional or modified work, which is not authorized in the manner provided for by this Article.

ARTICLE 26 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, to the following:

FOR CITY:

City Manager
City of Pompano Beach
Post Office Drawer 1300
Pompano Beach, Florida 33061

FOR CONSULTANT:

Brian C. Rheault
Bridge Design Associates, Inc.
1402 Royal Palm Beach Blvd., #200
Royal Palm Beach, Florida 33411

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by the Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

"CITY"

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____

(SEAL)

MARY L. CHAMBERS
CITY CLERK

Approved As To Form:

_____

GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"CONSULTANT"

Witnesses:

Signature

David Mizelle
Name Typed, Printed or Stamped

Signature

Christopher LaForte
Name Typed, Printed or Stamped

Bridge Design Associates, Inc.

By: _____
Signature

Brian C. Rheault
Name Typed, Printed or Stamped

Title: President

Address: 1402 Royal Palm Beach Blvd., #200

Royal Palm Beach, Florida 33411

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of December, 2014 by Brian C. Rheault, as _____ of Bridge Design Associates, Inc., a Florida corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

MADELINE SYNED
MY COMMISSION # FF 022213
EXPIRES: May 29, 2017
Bonded Thru Notary Public Underwriters

Commission Number

L:agr/engr/form master contract
(single project)

EXHIBIT "A"

POMPANO BEACH PIER REPLACEMENT

RLI H46-13

I PROJECT DESCRIPTION

Based on our various meetings with the City departments, the CRA and our pre-application meetings with the environmental permit agencies, we understand the City would like to pursue replacing the existing pier with a new pier and observation tower.

The new pier will be 864'-0 long. Near the west end, or entrance to the pier, a 40'-0 tall observation tower has been proposed. The pier walkway will form a circle around the tower and continue east. The pier walking surface will remain approximately 20'-0 wide until the mean high water mark.

Once past the mean high water line, the deck of the pier will be widened to 30'-0 foot to the east end of the pier. In lieu of the current octagon shaped end, the structure will be design to represent the head of a pompano fish, similar to the city logo.

The new pier and tower will be supported by concrete pile foundations with a concrete pile cap. The walking surface / deck will be constructed utilizing concrete beams with wood decking in between, similar to the existing pier.

The railings for the pier will be a combination of wood and aluminum with concrete light bollards at each pile bent.

Amenities on the pier will include two shade structures, electrical outlets for maintenance staff, fresh water hose bibs, a dry fire line for fire safety and (2) fish gutting stations.

The tower will be supported on concrete piles with a concrete base slab.

The observation deck is proposed to be a 40'-0 diameter concrete deck with round concrete support columns with an aluminum staircase. Above the observation deck will be an aluminum canopy.

The railing around the observation deck will be acrylic or aluminum.

Live video feed cameras on observation deck with a kiosk placed at the base of the tower is to provide "equivalent facilitation" as an alternate method to comply with the intent of the Florida Accessibility Code requiring vertical accessibility.

Based on recommendations from various environmental permit agencies, the new pier will be citied in the existing sovereign land lease from the west end to the mean high water line to avoid the taking of the existing turtle habitat. Once west of the mean high water line, the new pier will be widened south and the proposed end terminus will extend south to minimize and mitigate current hard bottom impacts. Mitigation for impacts at the pier head will be required.

All proposed lighting on the pier will meet the requirements for sea turtle friendly lighting.

Environmental education signs will also be required on the pier.

EXHIBIT "B"

II SCOPE OF WORK

The Bridge Design Associates, Inc. team will provide the following engineering, architectural, surveying, and environmental permitting services for the project.

Please note, although all aspects of the proposed pier and tower outlined above have been discussed with the various environmental permitting agencies, obtaining the necessary permits is not guaranteed. Permit agency review times and acceptance cannot be determined until complete construction plans and applications are submitted.

Task 1:

ENVIRONMENTAL PERMITTING SERVICES, BENTHIC IMPACT ASSESSMENT, AND WAVE FORCE ANALYSES.

1. **Pompano Pier Benthic Impact Assessment** A detailed impact assessment of the proposed footprint of the pier will be performed by marine biologists. Based on a preliminary pile layout, the benthic resources that may be impacted by the piles and by the shading of the pier will be identified. This data will be used to support the UMAM analysis to estimate the mitigation requirements. CB&I will conduct an *in situ* benthic assessment within the survey area on the hardbottom habitat based on the aerial delineation. This will use a transect approach and will employ quadrats for quantitative benthic documentation as well as line-intercept for sediment and sediment depth interval measurements. Video will also be conducted along the length of each transport.

2. **FDEP Application** We will apply for a JCP permit application from the Florida Department of Environmental Protection. The application will identify the proposed pier and the proposed pier construction schedule to identify potential impacts.

3. **USACE Application** We will apply for a permit application from the US Army Corps of Engineers. The application will identify the proposed pier and the proposed pier construction schedule to identify potential impacts. The application will include a National Marine Fisheries Service impact assessment form.

4. **Broward County** We will apply for a license from Broward County. The application will identify the proposed pier and the proposed pier construction schedule to identify potential impacts.

5. **FDEP Processing** We will respond to the Florida Department of Environmental Protection requests for additional information and notice to proceed requests based on existing information.

6. **USACE Application** We will respond to the US Army Corps of Engineers and the federal resource agencies request for additional information. These responses exclude developing a draft biological assessment which may be required to expedite the processing. We will coordinate with the USACE to get to public notice as soon as possible. We will follow up with the USACE and the federal resource agencies to encourage a responsible review time.

7. **Broward County** We will respond to Broward County's request for additional information based on existing information.

8. **Extreme Wave Analysis and Forcing** We will perform a site specific wave analysis during hindcasted waves up to a 50 and 100 year return period event. We will estimate wave forces based on schematic pile and pier designs (provided by you). A report of findings will be provided.

9. **State Lease Modification** We will request a modification of the existing lease to support the new pier design. This will include submission of new surveys (by others). We will respond to State comments and assist in the processing and signature of the lease.

Task 2: **MAIN PIER DESIGN**

1. General Meetings and coordination with City, permit agencies and consultants.

2. The fishing pier will be designed to meet applicable sections of the Florida Building Code and Florida Administrative Code. A minimum design criteria for erosion, scour and loads will meet or exceed a 20 year storm event.

3. Wave height and load analysis

4. Wind load analysis for the pier components

5. Railing and deck design

6. Architectural components including railing configuration, canopy and amenities.

7. Electrical, mechanical, fire safety lighting designs for maintenance of the pier, life safety and applicable building and environmental permitting codes.

8. Analysis and component design for "top-down" construction methods.

9. Analysis and cost comparison study to determine appropriate corrosion protection for various components. Considering alternate materials including epoxy, galvanized and cathodic protection and pile jacketing to enhance life span.

10. Technical specifications prepared and formulated to comply with the City's front end documents.

11. Plans including cover and key sheets, plan views, sections, details and notes.

12. Cost estimates of probable costs for the proposed design including a spread sheet summarizing quantities and unit prices.

13. Preparation of computation books summarizing design criteria and analysis for submittal to D.E.P. and the Building Department as required.

Task 3 **OBSERVATION TOWER DESIGN**

1. General meetings and coordination with City permit agencies and consultants.

2. The observation tower will be designed to meet applicable sections of the Florida Building Code and Florida Administrative Code. A minimum design criteria for erosion, scour and loads will meet or exceed a 20 year storm event.

3. Wave height and load analysis

4. Wind load analysis for the tower components.

5. Railing and stair design

6. Architectural components including stairs, railings, canopies, surface finishes, art work and ADA compliance.

7. Electrical, mechanical, fire safety lighting designs for maintenance of the tower, life safety and applicable building and environmental permitting codes.

8. Analysis and cost comparison study to determine appropriate corrosion protection for various components. Considering alternate materials including epoxy, galvanized and cathodic protection and pile jacketing to enhance life span.

9. Technical specifications prepared and formulated to comply with the City's front end documents.

10. Plans including cover and key sheets, plan views, sections, details and notes.

11. Cost estimates of probable costs for the proposed design including a spread sheet summarizing quantities and unit prices

12. Preparation of computation books summarizing design criteria and analysis for submittal to D.E.P. and the Building Department as required

Task 4 **SURVEY SERVICES**

Prepare sketch and legal description of new Sovereign Submerged Land Lease (Per DEP Req) Prepare boundary and bathymetric survey to include:

1. Plot deeds of City owned property and existing Sovereign Submerged Land Lease
2. Locate pier footprint (i.e. top elevation and overall limits)
3. Locate existing building at base of pier.
4. Locate vegetation and dunes
5. Establish MHW, Erosion Control Line, CCCL, SHW Line
6. Establish Geodetic Control Monuments as required by DEP
7. Provide bathymetry past pier location
8. Plot "hard pan" areas as provided by consultant (CBI)
9. All work to be completed in NAVD 88 Datum

III COMPENSATION

Based on the outlined descriptions of the proposed fishing pier and observation tower our fees are as follows:

Task 1 Environmental Permitting Services		$107,500.00
Task 2 Main Pier Design		
Bridge Design Associates, Inc. (structural)	$329,716.50	
ArchitectureGreen LLC	$ 40,000.00	
EGD (Electrical / Mechanical)	$ 16,000.00	$385,716.50
Task 3 Observation Tower Design		
ArchitectureGreen LLC	$60,000.00	
Bridge Design Associates, Inc. (structural)	$68,500.00	
RGD (Electrical / Mechanical)	$ 6,500.00	$135,000.00
Task 4 Survey Services		$ 19,360.00
TOTAL		$647,576.50

DELIVERABLES

Progress Submittals at 50% and 90% / 10 sets 11x17 & electronic pdf format

Biddable plans and specifications
- 10 sets 11x17 signed & sealed
- 10 sets 24x36 signed & sealed
- Electronic pdf and DWG format

S:\2013-Jobs\13-599 Pompano Beach Fishing Pier\01 Admin\Proposals\New Agreement 2014\contract 11-19-14 with slides 12-01-14.docx

EXHIBIT "C"

PROJECT SCHEDULE

January 31, 2015	Notice to Proceed
February 27, 2015	Drawings 50% complete Permit applications to FDEP / ACOE and Broward County prepared for city review
March 15, 2015	City of Pompano Review Complete Permit Applications Submitted
May 9, 2015	Design drawings 90% complete DEP application submittal requirements (drawings, structural analysis) complete. Survey completed Geotechnical investigation complete.
September 15, 2015	DEP / Broward County permit process completed. Plans & specifications, cost estimate complete. ACOE permit processing. Project ready for bidding
October 15, 2015	Project out to Bid ACOE permit processing
December 31, 2015	ACOE permit granted Construction contract awarded

S:\2013-Jobs\13-599 Pompano Beach Fishing Pier\01 Admin\Proposals\New Agreement 2014\contract 11-19-14 with slides 12-01-14.docx

EXHIBIT "C"
POMPANO BEACH FISHING PIER

Project Name	Days	Start	End	1-Jan	1-Feb	1-Mar	1-Apr	2-May	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec	1-Jan	1-Feb	1-Mar	1-Apr	1-May	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec	1-Jan	14-Jan
PROJECT SCHEDULE																													
Notice to Proceed		31-Jan	31-Jan																										
Drawings 50% Complete Permit applications to FEDP / ACOE and Broward County prepared for City review.	27	31-Jan	27-Feb																										
City of Pompano Review. Permit application submitted.	16	27-Feb	15-Mar																										
Design drawings 90% complete. DEP application submittal requirements (drawings, structural analysis) complete Survey complete. Geotechnical investigation complete	55	15-Mar	9-May																										
DEP / Broward County permit process completed. Plans & Specifications, cost estimate complete. ACOE permit processing. Project ready for bidding	144	24-Apr	15-Sep																										
Project out to Bid. Acoe permit processisng	30	15-Sep	15-Oct																										
ACOT permit granted	77	15-Oct	31-Dec																										

EXHIBIT "D"

COST ESTIMATES

CONCEPT DRAWING

CERTIFICATES OF INSURANCE

Cost Estimate

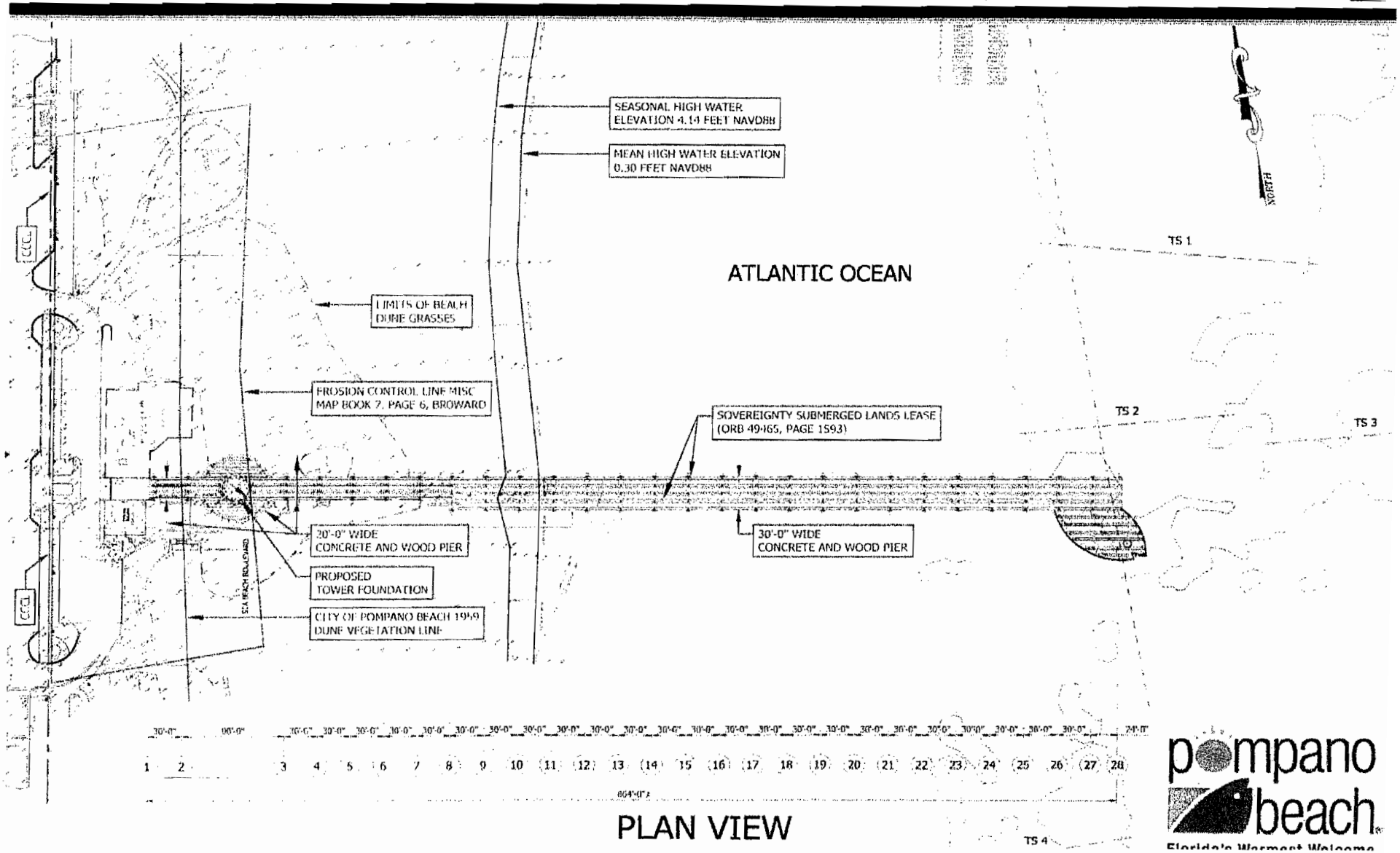
BRIDGE DESIGN ASSOCIATES, INC.
CONSULTING ENGINEERS

	Item Description	Unit	Qty	Unit Cost	Ext Cost
1.00	Mobilization	LS	1	$ 150,000	$ 150,000
2.00	MOT, Access, Staging, Vibration Monitoring	LS	1	$ 40,000	$ 40,000
3.00	Demolition	LS	1	$ 150,000	$ 150,000
4.00	Wood Deck	LS	1	$ 464,040	$ 464,040
5.00	Beams	LS	1	$ 1,065,960	$ 1,065,960
6.00	Pile Caps	LS	1	$ 1,502,500	$ 1,502,500
7.00	Piles	LS	1	$ 1,300,000	$ 1,300,000
8.00	Railing	LF	1,741	$ 150	$ 261,150
9.00	Bolards	EA	75	$ 1,000	$ 75,000
10.00	Bolard Lighting	EA	75	$ 500	$ 37,500
11.00	**Estimated Pier Only Cost Subtotal**				**$ 5,046,150**
	10% Contigency				$ 504,615
	Total Estimated Cost				**$ 5,550,765**
12.00	**Ammenities**	LS	1	**$ 75,000**	**$ 75,000**
	Fish Cleaning Stations				
	Benches				
	Canopies				
13.00	**Tower & Foundation**	LS	1	**$ 1,350,000**	**$ 1,350,000**
	Artistic Panels				
	Coverings				
	Canopy				
	Railings				
14.00	**Projected Total Cost**				**$ 6,975,765**

pompano beach
Florida's Warmest Welcome

Pier Plan

BRIDGE DESIGN ASSOCIATES, INC.
CONSULTING ENGINEERS

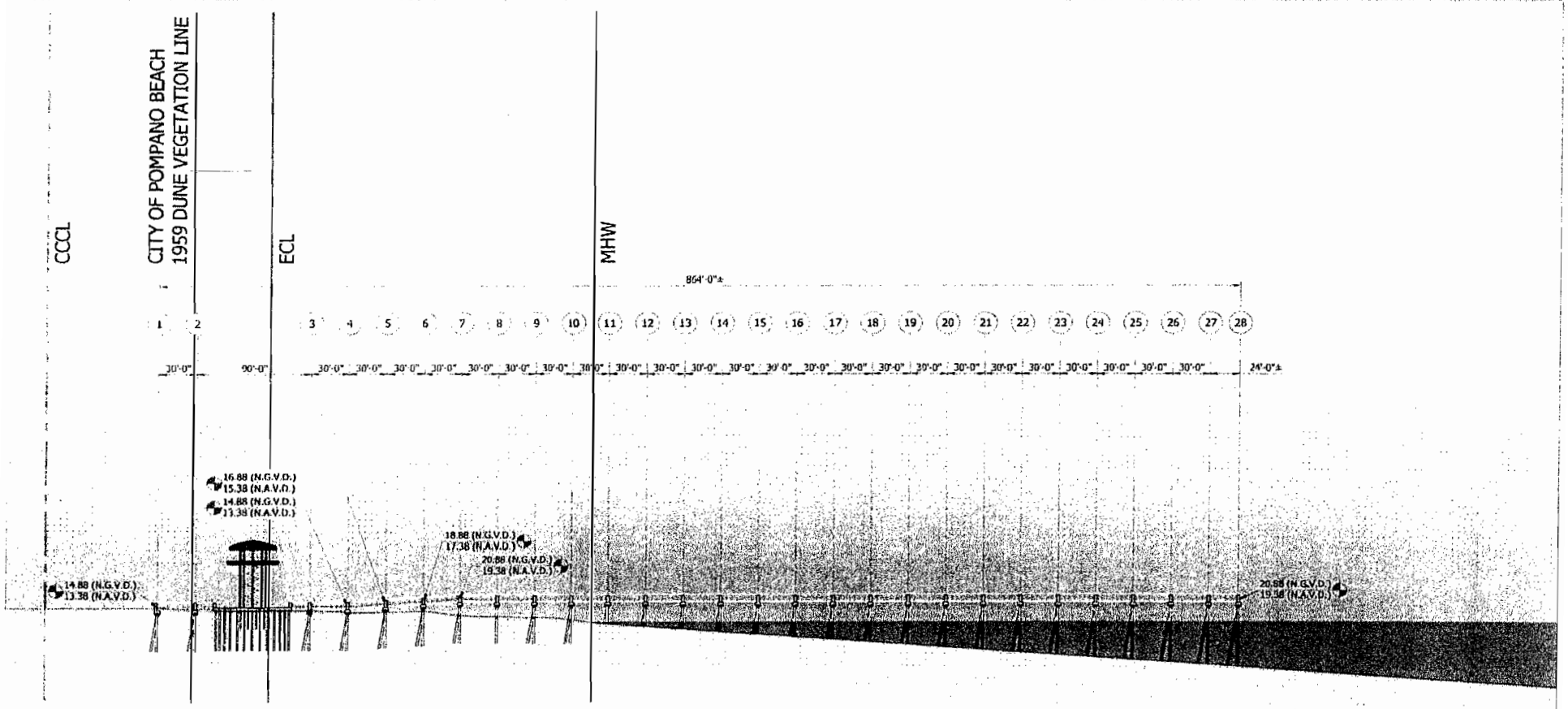


PLAN VIEW

pompano beach
Florida's Warmest Welcome

Pier Elevation

BRIDGE DESIGN ASSOCIATES, INC.
CONSULTING ENGINEERS



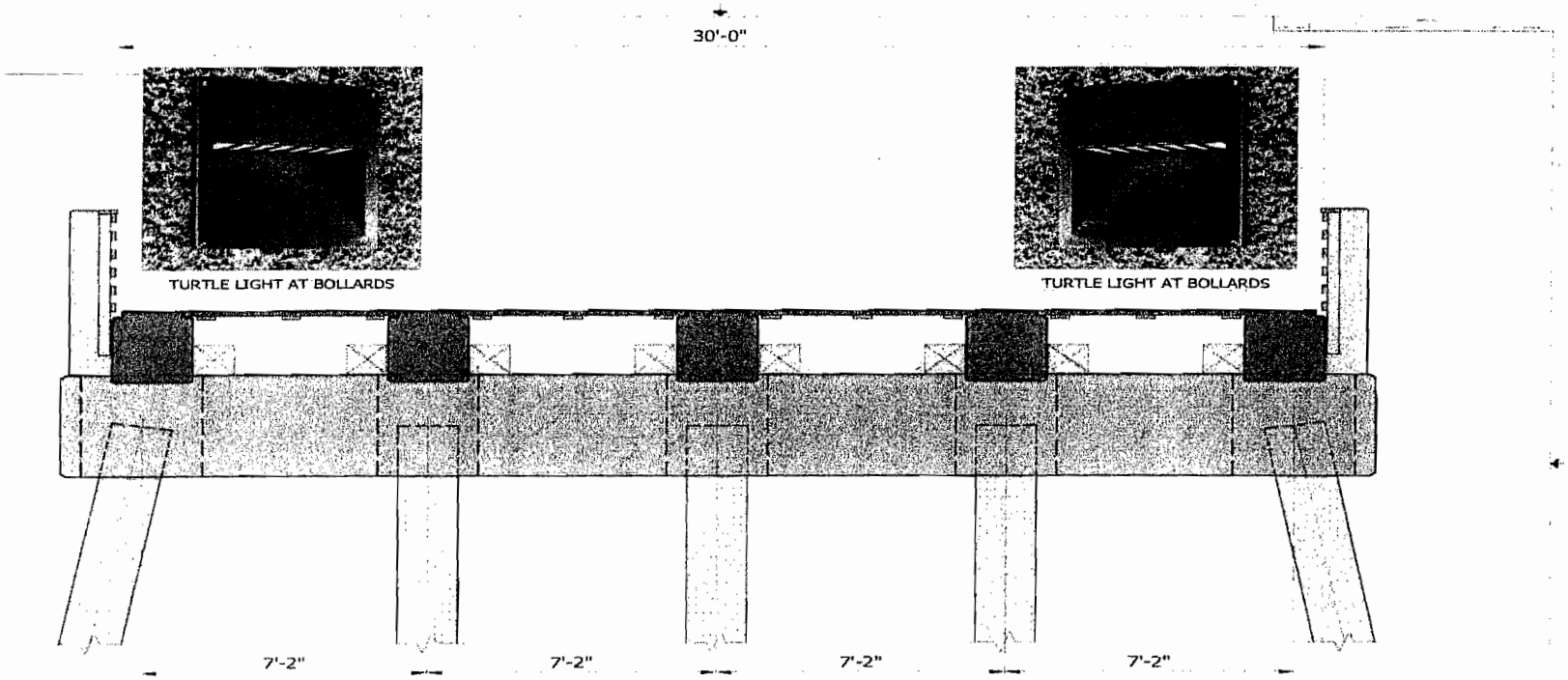
ELEVATION VIEW

pompano beach

BRIDGE DESIGN ASSOCIATES, INC.

CONSULTING ENGINEERS

Pier Cross Section



TYPICAL CROSS SECTION

pompano beach
Florida's Warmest Welcome

BRIDGE DESIGN ASSOCIATES, INC.

CBI

ARCHITECTURE GREEN LLC

pompano beach
Florida's Warmest Welcome

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: BH

DATE (MM/DD/YYYY) 04/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ACEC/MARSH
701 Market St., Ste. 1100
St. Louis, MO 63101
Kevin P. Woolley

Phone: 800-338-1391
Fax: 888-621-3173

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: BRIDG-2

INSURED
Bridge Design Associates, Inc.
1402 Royal Palm Beach,Bldg 200
Royal Palm Beach, FL 33411

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Insurance Company	22357
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR PROFESSIONAL LIAB EXCL GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			84SBWPG2904	05/25/2014	05/25/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			84UEGAU0584	05/25/2014	05/25/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			84SBWPG2904	05/25/2014	05/25/2015	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		84WEGBR0658	05/25/2014	05/25/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
When required by written contract: City of Pompano Beach is included in favor of additional insured for above coverages except WC. 30 days notice of cancellation will be given to the certificate holder per policy endorsement.

CERTIFICATE HOLDER

CITYOF

City of Pompano Beach
1201 NE 5th Avenue
Pompano Beach,, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Conolly

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

BRIDDES-01 MCDANIELT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Office of America, Inc.
Abacoa Town Center
1200 University Blvd, Suite 200
Jupiter, FL 33458

CONTACT NAME: Carolyn Fowler
PHONE (A/C, No, Ext): (561) 776-0660 FAX (A/C, No): (561) 776-0670
E-MAIL ADDRESS: Carolyn.Fowler@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Catlin Insurance Company (UK) Ltd	NA
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bridge Design Associates, Inc
1402 Royal Palm Beach Blvd
Royal Palm Beach, FL 33411

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			AED6920171115	11/27/2014	11/27/2015	Occ $1,000,000/ Agg	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This policy covers the professional services of the Named Insured for all projects & the limits of liability shown shall not be construed to be applied to a particular project.

CERTIFICATE HOLDER

City of Pompano Beach
1201 NE 5th Avenue
Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
C. Ray Dorsey III

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Meeting Date: January 13, 2015 Agenda Item 36

REQUESTED COMMISSION ACTION:

Consent	Ordinance	X **Resolution**	Consideration/ Discussion	Presentation

SHORT TITLE APPOINTMENT TO THE HOUSING AUTHORITY OF POMPANO BEACH

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING_____TO THE HOUSING AUTHORITY OF THE CITY OF POMPANO BEACH TO FILL THE UNEXPIRED TERM OF KEVIN MCDOUGAL; SAID TERM TO EXPIRE ON SEPTEMBER 10, 2015; PROVIDING AN EFFECTIVE DATE.

APPLICANTS: Michelle R. Rhoulhac – District 2
Charles H. Bechert, III – District 3
Latoya T. Almonord – District 4
David Baumwald – District 4
Carmen Jones – District 4
Marcus A. McDougle – District 4
Woodrow Poitier – District 4
Shelton Pooler – District 4
Whitney Rawls – District 4
Deidra Daisey – District 5
Clovis B. Nelson – District 5
James V. Santomassimo – District 5

This is a City Commission's Appointment.

Accomplishing this item supports achieving *Initiative 5.2.1*. "Ensure boards/committees are at 90% capacity with qualified members", as identified in the Strategic Plan.

The Housing Authority's membership consists of: **Ms. Heath** (District 4) and **Mr. Glenn** (District 4), appointed by former Comr. Poitier; **Ms. Sutton** (District 2) appointed by Comr. Burrie; and **Ms. Rhone** (District 5) and **Mr. McDougal** (District 4) appointed by former Vice Mayor Brummer.

(1) Origin of request for this action: City Clerk's Office
(2) Primary staff contact: Mary L. Chambers/Asceleta Hammond Ext. 4611
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Clerk's Office	12/29/14	Approve	
X City Manager			

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

2014 DEC 12 AM 10: 59

KEVIN McDOUGAL
128 N.W. 15th Court
Pompano Beach, FL 33060
954-931-1150

RESIGNATION LETTER

December 4, 2014

Dear Board of Commissioners of the Housing Authority of Pompano Beach:

Serving with each of you on the Housing Authority of Pompano Beach Board of Commissioners has been both an honor and a privilege. Consequently, it is with much difficulty that I submit this letter of resignation from the Housing Authority of Pompano Beach Board of Commissioners and all other Boards affiliated with the Housing Authority of Pompano Beach, of which I am a member or Director. I will resign my position on the Board/Boards, effective immediately.

Over the years, the Housing Authority of Pompano Beach has provided wonderful services to our community. I am glad that I could be a part of that success. However, I can no longer meet the existing time commitments due to the increased time demand of my employment.

I will continue to lend my support to the organization as time permits. Should my demanding schedule change in the future, I would be delighted to rejoin the Board of the Housing Authority of Pompano Beach.

Thank you for allowing me to be a part of a dynamic organization.

Sincerely,

Kevin McDougal

Kevin McDougal

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING _____TO THE HOUSING AUTHORITY OF THE CITY OF POMPANO BEACH TO FILL THE UNEXPIRED TERM OF KEVIN MCDOUGAL; SAID TERM TO EXPIRE ON SEPTEMBER 10, 2015; PROVIDING AN EFFECTIVE DATE.

WHEREAS, _____ is well qualified to serve as a member of the Housing Authority of the City of Pompano Beach and the City Commission desires to appoint a member thereto; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1: That _____ is hereby appointed to the Housing Authority of the City of Pompano Beach to fill the unexpired term of Kevin McDougal; said term to expire September 10, 2015.

SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of_____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
MARY L. CHAMBERS, CITY CLERK

CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Unsafe Structures

NAME OF APPLICANT: Michelle Renee' Rhoulhac

RESIDENCY ADDRESS: 3021 N.E. 1st Ave, Pompano, FL

ZIP CODE: 33064 **HOME PHONE NO.:** 954-592-9492

MAILING ADDRESS: Same As Above

CITY/STATE/ZIP CODE:

ARE YOU A CITY RESIDENT? YES: ☑ NO: ☐

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: ☐ 2: ☑ 3: ☐ 4: ☐ 5: ☐ ah

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: ☑ NO: ☐

ARE YOU A REGISTERED VOTER? YES: ☑ NO: ☐

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: ☐ NO: ☑

BUSINESS OR OCCUPATION: Tax Preparer

BUSINESS ADDRESS: 629 E. Atlantic Blvd

CITY/STATE: Pompano, Florida 33060

ZIP CODE: 33060 BUSINESS PHONE NO. 954-943-4197
Fax: 954-942-9590

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? no

IF YES, PLEASE LIST NAME:

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? yes

IF YES, PLEASE LIST NAME:
Housing Authority
Economic Development
Zoning Board
Planning and Zoning
Community Development Advisory
Community Redevelopment
Parks and Recreation Advisory
Unsafe Structures.

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? yes

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE:
Community Appearance Committee

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: Paralegal Certificate, Cosmetology License, Attending Florida Memorial University

EXPERIENCE: Community Appearance Board lived in Pompano for 40 years.

CURRENT POSITION: Tax preparer for H&R Block

PAST POSITIONS: Clerk for 1st Financial Svcs

HOBBIES: Travel, family, outdoors and sports.

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

Michelle Rhoneha — 4/1/08
SIGNATURE OF APPLICANT — DATE OF APPLICATION

HH — 6/26/13
INITIALS OF CLERK OR DEPUTY — DATE RECEIVED OR CONFIRMED

****

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE ____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr._x__ Mrs.___ Ms.___ Miss___ **Name:** __CHARLES H. BECHERT, III_____
(Optional)

Residence Information:

Home Address: 371 SE 9TH CT,

City/State/Zip: Pompano Beach, FL 33060

Home Phone:_____ Cell Phone:_954-401-0183_____

Email:___trip@southfloridaattorney.com___ Fax: _____954-941-8337_____

Business Information:

Employer/Business Name:__Bechert & Associates, PA

Current Position / Occupation:__Attorney_____

Business Address:__901 E. ATLANTIC BLVD.

City/State/Zip:___POMPANO BEACH, FL 33060

Business Phone: 954-941-8363 Fax:__954-941-8337 Email:__trip@southfloridaattorney.com

Are you a U.S. Citizen? Yes__X__ No____

Are you a resident of Pompano Beach? Yes__X__ No____ Reside in District: 1__ 2__ 3__ 4__ 5__

Do you own real property in Pompano Beach? Yes__X__ No____

Are you a registered voter? Yes__X__ No____

Have you ever been convicted of a felony? Yes____ No__X__

Current or prior service on governmental boards and/or committees: Parks and Rec Board as alternate

Please make a check next to the Advisory Boards/Committees you would like to serve on:

	Affordable Housing		Cultural Arts	X	Parks and Recreation
✓	Air Park		Education	✓	*Planning & Zoning/Local Planning Agency
✓	Architectural Appearance		Emergency Medical Services		*Police & Firefighter's Retirement System
	Budget Review		*Employee's Board of Appeals	✓	Pompano Beach Economic Development Council
	Charter Amendment		Employee's Health Insurance		Recycling & Solid Waste
	Community Appearance		*General Employee's Retirement System		Sand & Spurs Riding Stables
	*Community Development		Golf		Marine
	CRA East		Historic Preservation	✓	*Unsafe Structures
✓	CRA West	✓	*Housing Authority of Pompano Beach	✓	*Zoning Board of Appeals

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

In addition a Resume may be attached

Education: ST. THOMAS UNIVERSITY, BACHELOR'S DEGREE
THOMAS M. COOLEY SCHOOL OF LAW, JURISDOCTORATE DEGREE

Experience:

Past Positions: ALTERNATE ON PARKS & RECREATION ADVISORY BOARD

Hobbies:

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: Date: 3/29/12

Initials of Clerk or Deputy: Date received or confirmed: 6/26/13 3/29/12

Please check one: ___ New Application ___ Currently Serving on Board ✓ Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

Charles H. Bechert III "Trip"

901 East Atlantic Blvd
Pompano Beach, Florida 33060

Office: (954) 941-8363
Fax : (954) 941-8337

FLORIDA BAR: Admitted 1993

EDUCATION:

Thomas M. Cooley Law School - Lansing, Michigan
Juris Doctor, 1993
Awards:
$ Dean=s List
$ American Jurisprudence Award for Excellence in Trial Workshop

St. Thomas University - Miami, Florida
Bachelor of Arts in Communication

PROFESSIONAL PROFILE:

August 2007 - Present
Florida Supreme Court Certified Family, County and Circuit Civil Mediator (Certified by the State of Florida)

November 2002 - Present
Bechert & Associates, P.A. - Pompano Beach, FL
Property Damage Defense for State Insurance Carrier, Criminal Defense, Contractor Violations For Broward County, Foreclosure Defense, Personal Injury & PIP Plaintiff, Wage and Overtime Claims, Immigration, Family Law, Commercial Litigation

November 1999 - November 2002
Miller & Bechert, P.A. - Fort Lauderdale, FL
Personal Injury & PIP Plaintiff

September 1997 - 1999
Tolgyesi, Katz, Tarr & Hankin, P.A. - Hollywood, FL
Personal Injury, PIP Defense and Criminal Defense

May 1994 - September 1997
State Attorney=s Office Seventeenth Judicial Circuit Broward County, - Ft. Lauderdale, FL
Assistant State Attorney
$ *Felony Trial Prosecutor:* Felony Trial Division (March 1996 - September 1997) Division Prosecutor responsible for handling all levels of felony prosecutions.

$ *Special Unit Prosecutor:* Domestic Violence Unit (April 1995 - March 1996)
Investigate, file and prosecute all acts of domestic violence.
Additional responsibilities included interviewing victims, coordinating treatment with victim advocates, and determining appropriate counseling and length of incarceration for domestic violence offenders.

$ *Satellite Prosecutor:* West Satellite Court House (October 1994 - April 1995)
Supervised and prosecuted cases for the State Attorney=s West Satellite office. Responsible for managing all interoffice operations as well as filing and prosecuting cases for 15 municipalities.

$ *Trial Prosecutor:* Misdemeanor Trial Division (May 1994 - October 1994)
Division Prosecutor responsible for handling hundreds of active files any given time.

December 1993
May 1994
Law Offices of Milena Christopher - Ft. Lauderdale, FL
Attorney
Responsibilities included administering the firm=s contract with the Department of Revenue for Child Support Enforcement, encompassing over 12,000 active cases.

June 1995
Broward Community College
Adjunct Professor
$ Business Law 1 - Responsible for effective presentation of all course materials. Prepare and administer examinations. Provide a positive atmosphere for students to learn and gain insight in this area of their academics.

August 1995
Author & Lecturer
$ Domestic Violence - ANo Longer Band-Aid Solutions@, October 1995;
The Record: The Official Publication of the Broward County Medical Association.

$ Domestic Violence Seminar - Continuing Medical Education providing 1.0 credit for South Florida Physicians. Sponsored by Pompano Beach Medical Center and Northeast Medical Center.
Objectives: To assess and recognize domestic violence. Provide appropriate intervention of persons involved in domestic violence. Property report victims of domestic violence.

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2013 MAR 21 PM 3:07

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH ADVISORY BOARD / COMMITTEE APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr.___ Mrs.___ Ms. x Miss___ **Name:** LATOYA T. ALMONORD
(Optional)

Residence Information:
Home Address: 501 NW 17TH AVENUE
City/State/Zip: POMPANO BEACH, FL 33069
Home Phone: 954-394-6344 Cell Phone: SAME
Email: LALMONORD28@GMAIL.COM Fax: N/A

Business Information:
Employer/Business Name: EMBRACING TEAM, INC.
Current Position / Occupation: FOUNDER / CEO
Business Address: P.O. BOX 668402
City/State/Zip: POMPANO BEACH, FL 33066
Business Phone: 954-394-6344 Fax: N/A Email: EMBRACINGTEAMINC@GMAIL.COM

Are you a U.S. Citizen? Yes X No____

Are you a resident of Pompano Beach? Yes X No____ Reside in District: 1__ 2__ 3__ 4 X 5__

Do you own real property in Pompano Beach? Yes____ No X

Are you a registered voter? Yes X No____

Have you ever been convicted of a felony? Yes____ No X

Current or prior service on governmental boards and/or committees: CHAIR, POLICY COUNCIL COMMITTEE, HEADSTART & EARLY HEADSTART BROWARD CTY SCHOOLS

Please make a check next to the Advisory Boards/Committees you would like to serve on:

X	Affordable Housing	X	Cultural Arts	X	Parks and Recreation
	Air Park	X	Education	X	*Planning & Zoning/Local Planning Agency
	Architectural Appearance		Emergency Medical Services		*Police & Firefighter's Retirement System
	Budget Review		*Employee's Board of Appeals		Pompano Beach Economic Development Council
	Charter Amendment		Employee's Health Insurance		Public Art Committee
	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
					Sand & Spurs Riding Stables
X	*Community Development		Golf		Marine
	CRA East		Historic Preservation		*Unsafe Structures
X	CRA West	X	*Housing Authority of Pompano Beach		*Zoning Board of Appeals

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

In addition a Resume may be attached

Education: BACHELORS: THEATRE- FLORIDA ATLANTIC UNIVERSITY, BOCA RATON, FL

MASTERS: NOVA SOUTHEASTERN UNIVERSITY, DAVIE, FL

GOLDCOAST: REALESTATE SALES LICENSE

Experience: CUSTOMER RELATIONS MANAGEMENT, TEACHING & MENTORING, PROJECT DEVELOPMENT & IMPLEMENTATION, TEAM BUILDING, WORKSHOP AND SEMINAR PRESENTATION, PRENTAL & COMMUNITY INVOLVMENT, LEADERSHIP

Past Positions: PRINCIPAL- TOUCHDOWNS 4 LIFE CHARTER SCHOOL, ASST. SCHOOL ADMINISTRATOR-MAVERICKS HIGH SCHOOL, ASST PRINCIPAL INTERN-BROWARD CTY SCHOOLS, TEAM LEAD/ASSOCIATE DIRECTOR OF ADMISSIONS-KAPLAN UNIVERSITY, REALTOR, CENTURY 21 HANSEN REALTY

Hobbies: MOTIVATIONAL SPEAKING, PRESENTATIONS, PREFORMING ARTS, HAIRSTYLIST HELPING OTHERS, GETTING INVOLVED IN ANY ACTIVITY THAT FIGHTS FOR A WORTHY CAUSE!

****PLEASE SEE ATTACHED DOCUMENT: RESUME

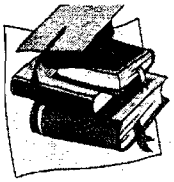
Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: _____ Date: MARCH 20, 2013

Initials of Clerk or Deputy: _____ Date received or confirmed: 6/26/13

Please check one: X **New Application** ___ **Currently Serving on Board** ___ **Updated Information**

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.



Latoya T. Almonord

501 NW 17th Avenue • Pompano Beach, FL 33069 • 954-394-6344 • lalmonord28@gmail.com

PROFESSIONAL SUMMARY

Dedicated and compassionate education professional, who is committed to providing a well-balanced, supportive, and engaging learning environment for *all* students. Possession of in-depth knowledge of policies and procedures that govern schools and districts. Proven track record of exemplary student instruction, staff evaluations knowledge, and current student disciplinary actions. Adept in critical thinking, problem solving, communication skills, listening and articulation of ideas and group interaction. Strives to collaborate with all members of the school community to meet the needs of students and promote the philosophy of the school.

Flexible and versatile – able to maintain a sense of humor under pressure. Poised and competent with demonstrated ability to easily transcend cultural differences. Thrive in deadline-driven environments. Excellent working knowledge using PC, IBM and Mac systems; MS Word, Excel, PowerPoint, Access, Pinnacle, Backpack, Virtual Counselor, FileMaker Pro Windows, E-Learning

CORE COMPETENCIES

Grant Writing & Proposals
Customer Relationship Management
Teaching Mentoring & Development
Project Development and Implementation
Instructional Best-Practices
Team Building
Workshops and Seminar Presentations
Career Training & Counseling
Individualized Education Plans
Parental and Community Involvement
School Administration
Leadership and Team BuildingA
Program Management and Coordination
Professional Development/Training
Enrollment & Recruitment
School & Community Fundraisings

EDUCATION & CREDENTIALS

Masters: Major: Educational Leadership - Nova Southeastern University, Davie, FL, 2011

State Certification: Florida Educational Leadership (All levels)

Professional Development

Ethical School Leadership ~ Problem Solving and Visionary Leadership ~ Organizational Management of Schools ~ HR- Process and Staff Development

Bachelors: Major: Theater - Florida Atlantic University, Boca Raton, FL, 2005

PROFESSIONAL EXPERIENCE

Touchdowns 4 Life Charter Middle School, Tamarac, FL

Principal, 8/12

Key Contributions:

Responsible for managing the policies, regulations, and procedures to ensure that all students are supervised in a safe learning environment that meets the approved curricula and mission of the school.

Mavericks High School, Sunrise, FL

Lead Teacher/Assistant School Administrator

Career Counselor

English Teacher, 07/11 to 06/12

Key Contributions:

Chaired collaborative meetings concerning best practices, professional development, and available resources. Assist with standardized testing in close collaboration with Curriculum Coordinator. Maintain knowledge of enrollment process, student policies, and instructional policies. Maintain thorough knowledge of the curriculum and appropriate modifications to meet student needs and work collaboratively with Administration on assessment, test data, and response to intervention. Other duties as assigned

- **Increase Student Enrollment by 10%** by restoring student-faculty relationships.
- **Decreased student discipline rate 6%** by implementing student discipline program
- **Appointed by Principal as "Lead Teacher"** to assist new teachers

Lauderdale Lakes Academy, Oakland Park, FL

10th Grade Team Lead/Language Arts Teacher (9-12), 08/10 to 6/11

Key Contributions:

Developed innovative approaches that were held as the model standard for meeting district goals in areas including technology integration across the curriculum, experiential learning, literacy and diversity. Taught language arts students and individuals with learning challenges within a mainstreamed, inclusive classroom. Consistently commended for ability to redirect students exhibiting behavior problems by replacing disruptive, unproductive patterns with positive behaviors. Led district-wide in-service on classroom management. Served on school committees and taskforces focused on curriculum development, textbook review, fundraising and anti-bullying efforts.

Blanche Ely High School, Pompano Beach, FL

Assistant Principal (Intern), 11/09 to 06/10

Key Contributions:

Responsible for assisting with supervision and evaluation of teaching and other school staff, and other duties as assigned. Assist all school administrators in the supervision all school functions, including support services, special activities and programs, student discipline, and curricula development. Supports the principal and administrative team in fostering a positive school climate and maintaining appropriate school and community relationships.

Kaplan University, Boca Raton, FL

Team Lead/Associate Director of Admissions 03/06 to 11/09

Sr. Admission Advisor,

Key Contributions:

Responsible for a team of fifteen+ sales advisors, tasks included corrective actions, student files, particular requests, plan scheduling, and recruiting. Managed all daily admissions operations, managed prospective student communications and application processing Delegate team tasks as needed (e.g. recording, gathering information, etc) Facilitate ongoing self-evaluation of individual and team effectiveness, prepared meeting agendas Coached and mentored new advisors and current advisors. Facilitate team meetings using appropriate brainstorming, problem solving, decision making, and project planning techniques. Conducted department meetings to coordinate and monitor planned implementation

CERTIFICATIONS AND TRAINING

Certification in Florida Educational Leadership (FELE)
Certification in Drama (6-12)
Certification in Professional Education (PED)
General Knowledge Test (GKT)
Real Estate Sales Associate

Training and Workshops

Child Abuse Training
First Aid & CPR

AFFILIATIONS

Chair, Policy Council Committee- Head Start of Broward County Public School District, Fort Lauderdale, FL
Founder/CEO, Embracing TEAM Inc. *(Teens Entering Active Motherhood)*, Pompano Beach, FL
Tutor, Project Arise, Fort Lauderdale, FL
Member, Alumni Association, Nova Southeastern University, Davie, FL
Member, PTA/SAC, Markham Elementary, Pompano Beach, FL
Scholarship Ambassador, Gates Millennium Scholars (GMS)/UNCF

SCHOOL AND COMMITTEE MEMBERSHIPS

Teacher Peer Mentor
Positive Behavior Support Team
Senior Graduation Committee
Reading Across Curriculum

REFERENCE

Immediately Upon Request

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2014 FEB 13 AM 11:21

Mr. X Mrs.___ Ms.___ Miss___ **Name:** David Baumwald
(Optional)

Residence Information:

Home Address: 600 NW 21 street

City/State/Zip: Pompano beach, Florida

Home Phone: ___ Cell Phone: 954-295-4118

Email: DavidBaumwald@ymail.com Fax: ___

Business Information:

Employer/Business Name: D and M home dev.corp.

Current Position / Occupation: Owner

Business Address: ___

City/State/Zip: ___

Business Phone: 954-295-4118 Fax: ___ Email: ___

Are you a U.S. Citizen? Yes ☑ No ☐

Are you a resident of Pompano Beach? Yes ☑ No ☐ Reside in District: 1 ☐ 2 ☐ 3 ☐ 4 ☑ 5 ☐

Do you own real property in Pompano Beach? Yes ☑ No ☐

Are you a registered voter? Yes ☑ No ☐

Have you ever been convicted of a felony? Yes ☑ No ☐

Current or prior service on governmental boards and/or committees: Vice-Chair Pompano Appearance comm. 4 yrs

Please make a check next to the Advisory Boards/Committees you would like to serve on:

✓	Affordable Housing		Cultural Arts	✓	Parks and Recreation
	Air Park		Education	✓	*Planning & Zoning/Local Planning Agency
✓	Architectural Appearance		Emergency Medical Services		*Police & Firefighter's Retirement System
✓	Budget Review		*Employee's Board of Appeals		Pompano Beach Economic Development Council
	Charter Amendment		Employee's Health Insurance	✓	Public Art Committee
✓	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
					Sand & Spurs Riding Stables
	*Community Development(CDAC)		Golf		Marine
✓	CRA East		Historic Preservation	✓	*Unsafe Structures
✓	CRA West	✓	*Housing Authority of Pompano Beach	✓	*Zoning Board of Appeals

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

In addition a Resume may be attached

Education: H.S. Pompano High; Bert Rogers school of Real estate: Gold Coast Construction

Experience: 13 yrs as Owner hom/commercial remodeling company. Resident Pompano beach 32

Past Positions: Vice-Chair Appearance commitee still active

Hobbies: Home remodeling, Construction investing, Dining

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: [signature] Date: 02/13/2014

Initials of Clerk or Deputy: _____ Date received or confirmed: 2/13/14

Please check one: ☐ New Application ☑ Currently Serving on Board ☑ Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: ZOING BOARD; HOUSING AUTHORITY BOARD;ECONOMIC

NAME OF APPLICANT: CARMEN JONES

RESIDENCY ADDRESS: 721 NW 16TH STREET POMPANO

ZIP CODE: 33060 HOME PHONE NO.: (954) 783-7233

MAILING ADDRESS: SAME AS ADDRESS

CITY/STATE/ZIP CODE: POMPANO BEACH FL 33060

ARE YOU A CITY RESIDENT? YES: ✓ NO: ☐

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: ☐ 2: ☐ 3: ☐ 4: ✓ 5: ☐

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: ✓ NO: ☐

ARE YOU A REGISTERED VOTER? YES: ✓ NO: ☐

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: ☐ NO: ✓

BUSINESS OR OCCUPATION: BOCA RATON COMMUNITY HOSPITAL

BUSINESS ADDRESS: 800 MEADOWA ROAD

CITY/STATE: BOCA RATON FL

ZIP CODE: 33431 BUSINESS PHONE NO. (561) 955-4756

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? YES

IF YES, PLEASE LIST NAME: ALTERNATE ; EDUCATION ADVISORY

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? Y

IF YES, PLEASE LIST NAME:

ECONOMIC ADVISORY
ZOING BOARD
POMPANO HOUSING AUTHORITY

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? Y

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: ECONOMIC ADVISORY

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION:

EXPERIENCE: CONCERN CITIZEN; SERVED ON VARIOUS COMMUNITY COMMITTES IN CITY

CURRENT POSITION: SCHOOL ADVISORY COMMITTEE;

PAST POSITIONS:

HOBBIES: WALKING, READING

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

Carmen Jones — 10-28-08

SIGNATURE OF APPLICANT — DATE OF APPLICATION

AH — 6/26/13

INITIALS OF CLERK OR DEPUTY — DATE RECEIVED OR CONFIRMED

****

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE ____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

Florida's Warmest Welcome

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2013 JAN 28 PM 4:22

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ✓ Mrs.___ Ms.___ Miss___ (Optional) **Name:** Marcus A. McDougle

Residence Information:

Home Address: 971 NW 6 Ave

City/State/Zip: Pompano BEACH, FL 33060

Home Phone: 954.825.3769 Cell Phone: Same as Home

Email: playersfirst@gmail.com Fax:

Business Information:

Employer/Business Name: Players first Sports

Current Position / Occupation: President

Business Address: 971 NW 6 Ave

City/State/Zip: Pompano BCH, FL 33060

Business Phone: 954.825.3769 Fax: Email: playersfirst@gmail.com

Are you a U.S. Citizen? Yes ✓ No___

Are you a resident of Pompano Beach? Yes ✓ No___ Reside in District: 1__ 2__ 3__ 4 ✓ 5__

Do you own real property in Pompano Beach? Yes___ No ✓

Are you a registered voter? Yes ✓ No___

Have you ever been convicted of a felony? Yes___ No ✓

Current or prior service on governmental boards and/or committees:

Please make a check next to the Advisory Boards/Committees you would like to serve on:

✓	Affordable Housing	✓	Cultural Arts	✓	Parks and Recreation
	Air Park	✓	Education	✓	*Planning & Zoning/Local Planning Agency
✓	Architectural Appearance		Emergency Medical Services		*Police & Firefighter's Retirement System
	Budget Review		*Employee's Board of Appeals	✓	Pompano Beach Economic Development Council
✓	Charter Amendment		Employee's Health Insurance		Public Art Committee
	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
					Sand & Spurs Riding Stables
✓	*Community Development		Golf		Marine
✓	CRA East		Historic Preservation	✓	*Unsafe Structures
✓	CRA West	✓	*Housing Authority of Pompano Beach	✓	*Zoning Board of Appeals

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

In addition a Resume may be attached

Education: B. A. in Sociology From Bethune Cookman
Studying for Masters in Health service adm.

Experience: over 12 yrs. experience event planning work w/ organizations that are community based for kids.

Past Positions: Alumni Board for Bethune Cookman
Take Stock in Kids mentor. Advisor to College bound kids;

Hobbies: Cultural events; sporting events; family function organizing

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: [signature] Date: 1/28/13

Initials of Clerk or Deputy: AH Date received or confirmed: 6/26/13

Please check one: ___ New Application ___ Currently Serving on Board ___ Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

Marcus McDougle
971 NW 6 Ave, Pompano, Florida 33060
playersfirst@gmail.com
(954) 825-3769

Youth Development Consultant

Offering over ten (10+) years of developing programs that specialize in youth mentoring and guidance experience with a unique events planning background. Working knowledge of substance abuse, behavioral and performance, learning and motivation of children and young adults as it relates to their varied life situations. Qualifications also include proficiency in working within the Department of Children and Families, county and city court systems as a children advocate. Possess the knowledge, skills, and abilities to efficiently provide proactive methods for treatment, rehabilitation of mental dysfunctions and overall guidance for children and young adults.

HIGHLIGHTS OF ACCOMPLISHMENTS:

- Program development for troubled children and young adults involved in juvenile, foster care and sports.
- Developed and facilitated community events such as health fairs, family crisis and job/life skills. CPR, First Aid, hand to hand combat, physical and mechanical restraint
- Recipient of the '2007 Mentor of the Year' when working with Palm Beach Elementary School Mentor
- Recipient of the "Assistant Coach of the Year" for two consecutive years (1997 and 1998) for working with Pop Warner team representing Daytona Beach Buccaneers
- Associated with Professional Development Group

VALUE ADDED:

- Consistently apply critical thinking skills and good decision making abilities in business through deductive and sharp inductive reasoning ability.
- Possess and utilize active listening skills to assure clear and concise communication is maintained.
- Practice discipline, energetic, enthusiastic, goal-oriented, problem sensitivity and management skills.
- Exhibit responsible, self-motivated attributes and complemented by key organizational skills.
- Work efficiently with Microsoft Office including Word, Excel, Outlook and PowerPoint.

EXPERIENCE:

2005 - 2013 **PlayersFirst, Inc.**
Event Planner/Coordinator Fort Lauderdale and Miami, Florida

Worked directly with HOT105 Radio personality, City of Oakland Park, City of Pompano, Land Rover Dealership, Stocker McDougle of the Miami Dolphins, The Jerome McDougle and NFL Friends to arrange and implement several key sporting events. Coordinated services for events, such as accommodation and transportation for participants, facilities, catering, signage, displays, special needs requirements, printing and event security. Plan and develop programs, agendas, budgets, sponsors, and services for each sport and health related event.

- Achieved success with "The Good Life" which was a health fair event including health care, social services and other professional providers, displayed Brazilian Martial Arts, and provided free health snack giveaways to raise awareness on individual health.\
- Implemented 3 on 3 basketball tournaments, 7 on 7 Flag Football Challenge which raised funds for school supplies dispersed at the conclusion of the event
- Coordinated three (3) day event for at-risk youths which included 1st Football Camp held on South Beach and the Orange Bowl raised awareness for service that serviced substance abuse, mental health, developmentally challenge youth and young adults

2008 – 2010 **Spectrum Programs, Inc./Miami Behavioral Health Center (MBHC)**
Milieu Counselor Miami, Florida

Supervised, mentored and counseled young adults dealing with substance abuse and mental health issue within the court system. Encouraged young adults to express their feelings and discuss their lives, helped them develop insight into themselves and their relationships. Processed the paper work associated with documenting client's behaviors and progression. Evaluated young adults, individually and in group sessions, to assist in overcoming dependencies, adjusted to life, and made changes. Developed and implemented treatment plans based on evaluations and clinical experience.

Marcus McDougle 971 NW 6 Ave, Pompano, Florida 33060
playersfirst@gmail.com (954) 825-3769

2001 – 2004 **Community Base Care**
Case Manager Daytona Beach, Florida
Working directly with Volusia County's Department of Children and Families, court system, legal department and law enforcement. Resolved family crisis that directly involved at-risk children and their families. Advocated for the at-risk children/youth by acting as a liaison between the court system and the families in care. Educated children/youth and families about mental illness, abuse, medication, and available community resources. Monitored, evaluated, and recorded client progress with respect to treatment goals. Modified treatment plans according to changes in children/youth status. Increased social work knowledge by reviewing current literature, conducting social research, and attending seminars, training workshops.

EDUCATION:

Graduated May 2002 **Bethune-Cookman College**
Bachelors' Degree in Sociology and Psychology (earned) Daytona Beach, Florida
Received Football Letterman in Spring 1993 and Fall 1995

Graduated June 1992 **Blanche Ely High**
High School Diploma (earned) Pompano Beach, Florida

State of Florida 2010 ***State of Florida***
Certified in early childhood development **Pompano Beach, Florida**
HIV awareness
HIPAA
Crisis Intervention

pompano beach
Florida's Warmest Welcome

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

2014 DEC 15 PM 1:13
CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

Mr. X Mrs.___ Ms.___ Miss___ Name: Woodrow J. Poitier
(Optional)

Residence Information:
Home Address: 901 N.W. 4th Ave
City/State/Zip: Pompano Beach, Fl 33060
Home Phone: (954) 943-7282 Cell Phone: (954) 464-5160
Email: Wpoitier@poitierFuneralHome.com Fax: (954) 943-0994

Business Information:
Employer/Business Name: L. C. Poitier Funeral Home
Current Position / Occupation: License Funeral Director/owner
Business Address: 317 N.W. 6 St.
City/State/Zip: Pompano Beach, Fl 33060
Business Phone: 954-943-7050 Fax: 954-943-0994 Email:

Are you a U.S. Citizen? Yes X No___

Are you a resident of Pompano Beach? Yes X No___ Reside in District: 1__ 2__ 3__ 4 X 5__

Do you own real property in Pompano Beach? Yes X No___

Are you a registered voter? Yes X No___

Have you ever been convicted of a felony? Yes___ No X

Current or prior service on governmental boards and/or committees: Ex-City Comm. Housing Authority Bd; Emergency Med. Services

Please make a check next to the Advisory Boards/Committees you would like to serve on:

	Affordable Housing		Cultural Arts		Parks and Recreation
	Air Park		Education		*Planning & Zoning/Local Planning Agency
	Architectural Appearance	X	Emergency Medical Services		*Police & Firefighter's Retirement System
	Budget Review		*Employee's Board of Appeals		Pompano Beach Economic Development Council
	Charter Amendment		Employee's Health Insurance		Public Art Committee
	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
					Sand & Spurs Riding Stables
	*Community Development(CDAC)		Golf		Marine
	CRA East		Historic Preservation		*Unsafe Structures
	CRA West	X	*Housing Authority of Pompano Beach		*Zoning Board of Appeals

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

In addition a Resume may be attached

Education: A.S. Degree Mortuary Science - Miami-Dade College 1971

Since - 1971

Experience: Funeral Director / Embalmer ; City Commissioner 6yrs 2mos ; FFTR / Paramedic, City of Pompano 23 1/2 yrs Comm. City of Pompano Housing Authority 6yrs

Past Positions: EMS Advisory Bd.

" Refer to Experience "

Hobbies: Reading, Fishing

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: Woodrow J Poitier Date: Dec. 12 2014

Initials of Clerk or Deputy: _____ Date received or confirmed: _____

Please check one: ___ New Application ___ Currently Serving on Board ___ Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

Mr. ✓ Mrs.___ Ms.___ Miss___ **Name:** Shelton Pooler
(Optional)

Residence Information:
Home Address: 1681 N W 7th Ter
City/State/Zip: Pompano Beach, Florida 33060
Home Phone: 954-830-2367 Cell Phone: 954-830-2367
Email: Poolshelton@Aol.com Fax:

Business Information:
Employer/Business Name: Pooler Home Inspections
Current Position / Occupation: Owner
Business Address: 1681 N W 7th Ter
City/State/Zip: Pompano Beach, Florida 33060
Business Phone: 954-830-2367 Fax: Email: Poolshelton@Aol.com

Are you a U.S. Citizen? Yes ✓ No___

Are you a resident of Pompano Beach? Yes ✓ No___ Reside in District: 1__ 2__ 3__ 4 ✓ 5__

Do you own real property in Pompano Beach? Yes ✓ No___

Are you a registered voter? Yes ✓ No___

Have you ever been convicted of a felony? Yes___ No ✓

Current or prior service on governmental boards and/or committees: none

Please make a check next to the Advisory Boards/Committees you would like to serve on:

	Affordable Housing		Cultural Arts	✓	Parks and Recreation
	Air Park		Education		*Planning & Zoning/Local Planning Agency
	Architectural Appearance		Emergency Medical Services		*Police & Firefighter's Retirement System
	Budget Review		*Employee's Board of Appeals	✓	Pompano Beach Economic Development Council
	Charter Amendment		Employee's Health Insurance		Recycling & Solid Waste
	Community Appearance		*General Employee's Retirement System		Sand & Spurs Riding Stables
✓	Community Development		Golf		Marine
	CRA East		Historic Preservation		*Unsafe Structures
	CRA West	✓	*Housing Authority of Pompano Beach		*Zoning Board of Appeals

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

In addition a Resume may be attached

Education: Ely High School
Atlantic Vocational Centre (2) years
Electrical wiring

Experience: Owner of Pooler Home Inspections.
President of Canal Pointe Home
Owner's Association

Past Positions: None

Hobbies: Love to fish and play basketball

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: Shelton Pooler Date: 7/10/11

Initials of Clerk or Deputy: Date received or confirmed: 6/26/13 9/12/11

Please check one: ✓ New Application ___ Currently Serving on Board ___ Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

Fax No.: (954) 786-4095
Phone No.: (954) 786-4611

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Community Development Advisory Comm.

NAME OF APPLICANT: Whitney Rawls

RESIDENCY ADDRESS: 1816 NW 4 Street, Pompano Beach, FL

ZIP CODE: 33069 **HOME PHONE NO.:** (954) 917-1686

MAILING ADDRESS: 1816 NW 4 Street

CITY/STATE/ZIP CODE: Pompano Beach, FL 33069

ARE YOU A CITY RESIDENT? **YES:** ✔ **NO:** ☐

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: ☐ **2:** ☐ **3:** ☐ **4:** ✔ **5:** ☐ ok

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? **YES:** ✔ **NO:** ☐

ARE YOU A REGISTERED VOTER? **YES:** ✔ **NO:** ☐

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: ☐ **NO:** ✔

BUSINESS OR OCCUPATION: IT Director at Miller Construction Company

BUSINESS ADDRESS: 614 South Federal Highway

CITY/STATE: Fort Lauderdale, FL

ZIP CODE: 33301 BUSINESS PHONE NO. (954) 764-6550

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? N

IF YES, PLEASE LIST NAME:

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? Y

IF YES, PLEASE LIST NAME:

AFFORDABLE HOUSING
NW CRA
COMMUNITY APPEARANCE
HOUSING AUTHORITY

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? N

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE:

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: Bachelor of Science / INFORMATION TECHNOLOGY

EXPERIENCE: Served on various NON-PROFIT BOARDS.

CURRENT POSITION: BOARD CHAIR FOR THE FINAL TEE OF BROWARD; President of BAHS ALUMNI ASSOC.

PAST POSITIONS:

HOBBIES: GOLF, READING

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

[signature] 10/10/09

SIGNATURE OF APPLICANT DATE OF APPLICATION

AH 6/27/13

INITIALS OF CLERK OR DEPUTY DATE RECEIVED OR CONFIRMED

****

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE ____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

ATTN: KEN

CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

Fax No.: (954) 786-4095
Phone No.: (954) 786-4611

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Economic Development Council

NAME OF APPLICANT: Deidra Daisey

RESIDENCY ADDRESS: 2309 S. Cypress Bend Dr #413

ZIP CODE: 33069 HOME PHONE NO.: (954) 579-7253

MAILING ADDRESS: 2309 S. Cypress Bend Dr #413

CITY/STATE/ZIP CODE: Pompano Bch FLA 33069

ARE YOU A CITY RESIDENT? YES: ☑ NO: ☐

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: ☐ 2: ☐ 3: ☐ 4: ☐ 5: ☑ ok

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: ☑ NO: ☐

ARE YOU A REGISTERED VOTER? YES: ☑ NO: ☐

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: ☐ NO: ☑

BUSINESS OR OCCUPATION: Real Estate Agent (10 yrs)

BUSINESS ADDRESS: 4757 N Ocean Blvd

CITY/STATE: Ft Lauderdale FLA 33308

ZIP CODE: 33328 BUSINESS PHONE NO. (954) 781-9393

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? NO

IF YES, PLEASE LIST NAME: _____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? _____

IF YES, PLEASE LIST NAME:
AFFORABLE HOUSING ADVISORY PLANNING & ZONING BOARD COMMUNITY DEVELOPMENT
UNSAFE STRUCTURES & HOUSING HOUSING AUTHORITY OF POMPANO

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? NO

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE: _____

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: GRADUATE OF POMPANO BEACH HIGH; FLORIDA REAL ESTATE LICENSE, CERTIFIED WATERFRONT PROPERTY, LUXURY HOME SPECIALISTS

EXPERIENCE: PAST V.P. FOR CYPRESS BEND CONDO PROTECTIVE BOARD BOARD OF DIRECTORS FOR CYPRESS BEND CONDO 2; GOVERNMENT AFFAIRS COMMITTEE FOR BOARD OF REALTORS

CURRENT POSITION: REAL ESTATE AGENT FOR POMPANO

PAST POSITIONS: STATE OF FLORIDA FOR 15 YRS

HOBBIES: COMMUNITY INVOLVEMENT & VOLUNTEER WORK FOR BOARD OF REALTORS (GOVERNMENT AFFAIRS)

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

Theresa Kinsey — SIGNATURE OF APPLICANT

2/10/09 — DATE OF APPLICATION

AH AH — INITIALS OF CLERK OR DEPUTY

9/14/11 - 6/26/13 — DATE RECEIVED OR CONFIRMED

****

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE ____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE:

CITY OF POMPANO BEACH, FL
ADVISORY BOARD/COMMITTEE APPLICATION

City Clerk's Office
Post Office Drawer 1300
Pompano Beach, Florida 33061

Fax No.: (954) 786-4095

Phone No.: (954) 786-4611

IN ORDER TO ASSIST THE CITY COMMISSION IN MAKING MUNICIPAL BOARD AND COMMITTEE APPOINTMENTS, THE FOLLOWING INFORMATION IS REQUESTED:

NAME OF BOARD/COMMITTEE: Education Advisory Committee

NAME OF APPLICANT: Mr. Clovis B. Nelson.

RESIDENCY ADDRESS: 1090 NW 24th Avenue.

ZIP CODE: 33069 **HOME PHONE NO.:** (954) 297-2881

MAILING ADDRESS: 1090 NW 24th Avenue.

CITY/STATE/ZIP CODE: Pompano Beach Florida 33069.

ARE YOU A CITY RESIDENT? YES: ☑ NO: ☐

IF YES, PLEASE INDICATE DISTRICT YOU RESIDE IN: 1: ☐ 2: ☐ 3: ☐ 4: ☐ 5: ☑

DO YOU OWN REAL PROPERTY IN POMPANO BEACH? YES: ☑ NO: ☐

ARE YOU A REGISTERED VOTER? YES: ☐ NO: ☑

HAVE YOU BEEN CONVICTED OF A FELONY IN FLORIDA, OR ANY OTHER STATE, WITHOUT YOUR CIVIL RIGHTS HAVING BEEN RESTORED. YES: ☐ NO: ☑

BUSINESS OR OCCUPATION: Teacher / Professor.

BUSINESS ADDRESS: N/A

CITY/STATE: N/A

ZIP CODE:_____ BUSINESS PHONE NO._____

ARE YOU PRESENTLY SERVING ON ANY OTHER CITY BOARD OR COMMITTEE? NO

IF YES, PLEASE LIST NAME:_____

WOULD YOU CONSIDER SERVING ON ANY OTHER CITY BOARD OR COMMITTEE?__

IF YES, PLEASE LIST NAME:

Education Advisory Committee	NW CRA ADVISORY BOARD
Cultural Arts Committee	Planning and Zoaning Board
Community Development Advisory	Housing Authority of Pompano Beach

HAVE YOU EVER SERVED ON A CITY OF POMPANO BEACH BOARD/COMMITTEE? No

IF YES, PLEASE STATE NAME OF BOARD OR COMMITTEE:_____

PLEASE LIST THE FOLLOWING BACKGROUND INFORMATION WHICH WOULD QUALIFY YOU TO SERVE ON THIS BOARD OR COMMITTEE:

EDUCATION: Two Bachelors Degrees, a Masters Degree, / currently pursuing a P.H.D. Degree in Leadership.

EXPERIENCE: Over 20 years experience as an educator / academic writer and reseacher.

CURRENT POSITION: P.H.D student.

PAST POSITIONS: Teacher / professor.

HOBBIES: Art, Poetry, reading, singing, intellectual discussions.

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION:

C. B. Uhlm — 09/02/09

SIGNATURE OF APPLICANT — DATE OF APPLICATION

HA — 6/24/13

INITIALS OF CLERK OR DEPUTY — DATE RECEIVED/OR CONFIRMED

****

NOTE: IF YOU DO NOT WISH TO SERVE ON THIS BOARD OR COMMITTEE, PLEASE EITHER CHECK HERE ____ AND RETURN TO CITY CLERK, OR NOTIFY THE CITY CLERK'S OFFICE IN WRITING OF YOUR DESIRE NOT TO SERVE.

CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE
APPLICATION

pompano beach
Florida's Warmest Welcome

City Clerk's Office Phone: 954-786-4611 Fax: 954-786-4095
Post Office Drawer 1300, Pompano Beach, FL 33061
www.mypompanobeach.org

CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK
2014 NOV 14 PM 2:25

Mr. ✓ Mrs.___ Ms.___ Miss___ **Name:** James V. Santomassimo
(Optional)

Residence Information:

Home Address: 1115 W. Cypress Drive

City/State/Zip: Pompano Beach FL. 33069

Home Phone: 954-971-0510 Cell Phone: 954-275-8778

Email: DOMUS5@AOL.COM Fax: 954-971-4643

Business Information:

Employer/Business Name: Retired

Current Position / Occupation:

Business Address:

City/State/Zip:

Business Phone: Fax: Email:

Are you a U.S. Citizen? Yes ✓ No___

Are you a resident of Pompano Beach? Yes ✓ No___ Reside in District: 1__ 2__ 3__ 4__ 5 ✓

Do you own real property in Pompano Beach? Yes ✓ No___

Are you a registered voter? Yes ✓ No___

Have you ever been convicted of a felony? Yes___ No ✓

Current or prior service on governmental boards and/or committees: P & R

Please make a check next to the Advisory Boards/Committees you would like to serve on:

	Affordable Housing		Cultural Arts	✓	Parks and Recreation
	Air Park		Education		*Planning & Zoning/Local Planning Agency
	Architectural Appearance		Emergency Medical Services		*Police & Firefighter's Retirement System
	Budget Review		*Employee's Board of Appeals		Pompano Beach Economic Development Council
	Charter Amendment		Employee's Health Insurance		Public Art Committee
	Community Appearance		*General Employee's Retirement System		Recycling & Solid Waste
					Sand & Spurs Riding Stables
	*Community Development(CDAC)		Golf		Marine
	CRA East	✓	Historic Preservation		*Unsafe Structures
	CRA West	✓	*Housing Authority of Pompano Beach		*Zoning Board of Appeals

***Financial Disclosure Form is required, if appointed to serve, upon appointment and upon resignation/retirement.**

In addition a Resume may be attached

Education: Hofstra College. Pratt Institute - Batista School of Design. Hoffberg Structural Institute

Experience: President. Domus Inc. Project Managent. Vice. President of Franklin National Bank (Design & Construction)

Past Positions: Architecture. developer. construction management. project management (owner's representation)

Hobbies: Golf, Tennis, Travel, Dancing

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: _____ Date: 11.14.2014

Initials of Clerk or Deputy: _____ Date received or confirmed: _____

Please check one: ___ New Application ___ Currently Serving on Board ___ Updated Information

Note: Application is effective for one year from date of completion. If you have any questions on the above, please call the City Clerk's Office at: 954-786-4611, or send via fax to: 954-786-4095.

RESOLUTION #286

WHEREAS, a petition signed by over twenty-five (25) residents of the City of Pompano Beach has been filed with the City Commission of the City of Pompano Beach, asserting that there is a need for a Housing Authority to function in the City of Pompano Beach, and

WHEREAS, there is a shortage of safe and sanitary dwelling accomodations in the City of Pompano Beach for persons of low income at rentals they can afford, and

WHEREAS, the available accomodations for labor are over-crowded and entirely inadequate to take care of our citizens who require accomodations.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Pompano Beach that there is a need for a Housing Authority to function in said City.

That said ~~Housing Authority~~, as created under FSA 421.04, Laws of the State of Florida, is herewith authorized to function and transact any business or exercise its powers under the laws of the State of Florida, creating the same under the name of Housing Authority of the City of Pompano Beach, Florida.

PASSED and ADOPTED by the City Commission of the City of Pompano Beach at a meeting assembled this 9th day of September, A. D. 1947.

Cyde Beam
Mayor-Commissioner

ATTEST:

Winifred F. Sharp
City Clerk-Auditor

I, Winifred F. Sharp, City Clerk-Auditor of the City of Pompano Beach, do hereby certify that the foregoing Resolution No. 286 was regularly passed and adopted by the City Commission of the City of Pompano Beach at a meeting held in the City Hall on the 9th day of September, A. D. 1947.

Winifred F. Sharp

Select Year: 2014 Go

The 2014 Florida Statutes

Title XXX
SOCIAL WELFARE

Chapter 421
PUBLIC HOUSING

View Entire Chapter

CHAPTER 421
PUBLIC HOUSING

PART I
HOUSING AUTHORITIES
(ss. 421.001-421.52)

PART II
MISCELLANEOUS PROVISIONS
(s. 421.55)

PART I
HOUSING AUTHORITIES

421.001 State role in housing and urban development.
421.01 Short title.
421.02 Finding and declaration of necessity.
421.03 Definitions.
421.04 Creation of housing authorities.
421.05 Appointment, qualifications, and tenure of commissioners; hiring of employees.
421.06 Commissioners or employees prohibited from acquiring interests in housing projects and required to disclose interests in specified properties; exception.
421.07 Removal of commissioners.
421.08 Powers of authority.
421.09 Operation not for profit.
421.091 Financial accounting and investments; fiscal year.
421.10 Rentals and tenant selection.
421.101 False representations to obtain lower rent in housing accommodations; penalty.
421.11 Cooperation of authorities.
421.12 Eminent domain.
421.13 Planning, zoning and building laws.
421.14 Debentures.
421.15 Form and sale of debentures.
421.16 Provisions of debentures and trust indentures.
421.17 Validation of debentures and proceedings.
421.18 Remedies of an obligee of authority.

421.19 Additional remedies conferrable by authority.
421.21 Aid from Federal Government; tax exemptions.
421.22 Reports.
421.23 Liabilities of authority.
421.24 Organization and establishment.
421.25 Contracts and undertakings.
421.26 Notes and bonds.
421.261 Continuance of municipal housing authorities when municipality abolished; counties in excess of 400,000.
421.27 Housing authorities in counties.
421.28 Creation of regional housing authority.
421.29 Area of operation of regional housing authority.
421.30 Commissioners of regional authorities.
421.31 Powers of regional housing authority; definitions.
421.32 Rural housing projects.
421.321 Execution of mortgages.
421.33 Housing applications by farmers.
421.34 Additional definitions.
421.35 Supplemental nature of sections.
421.36 Short title.
421.46 Organization and establishment of housing authorities validated.
421.47 Contracts and undertakings of housing authorities validated.
421.48 Notes and bonds of housing authorities validated.
421.49 Area of operation of housing authorities for defense housing.
421.50 Decreasing area of operation of regional authority.
421.51 Authority for county excluded from regional authority.
421.52 Authorities; creation, obligations, etc., validated.

421.001 State role in housing and urban development.—The role of state government required by part I of chapter 421 (Housing Authorities Law), chapter 422 (Housing Cooperation Law), and chapter 423 (Tax Exemption of Housing Authorities) is the responsibility of the Department of Economic Opportunity; and the department is the agency of state government responsible for the state's role in housing and urban development.

History.—s. 18, ch. 69-106; s. 50, ch. 81-167; s. 53, ch. 83-55; s. 7, ch. 2000-342; s. 339, ch. 2011-142.

421.01 Short title.—Part I of this chapter may be referred to as the "Housing Authorities Law."

History.—s. 1, ch. 17981, 1937; CGL 1940 Supp. 7100(3-a).

421.02 Finding and declaration of necessity.—It is hereby declared that:

(1) There exist in the state insanitary or unsafe dwelling accommodations and that persons of low income are forced to reside in such insanitary or unsafe accommodations; that within the state there is a shortage of safe or sanitary dwelling accommodations available at rents which persons of low income can afford and that such persons are forced to occupy overcrowded and congested dwelling accommodations; that the aforesaid conditions cause an increase in and spread of disease and crime and constitute a menace to the health, safety, morals and welfare of the residents of the state and impair economic values; that these conditions necessitate excessive and disproportionate expenditures of

public funds for crime prevention and punishment, public health, welfare and safety, fire and accident protection, and other public services and facilities.

(2) Blighted areas in the state cannot be revitalized, nor can the shortage of safe and sanitary dwellings for persons of low income be relieved, solely through the operation of private enterprise.

(3) The clearance, replanning and reconstruction of the areas in which insanitary or unsafe housing conditions exist and the providing of safe and sanitary dwelling accommodations for persons of low income, including the acquisition by a housing authority of property to be used for or in connection with housing projects or appurtenant thereto, are exclusively public uses and purposes for which public money may be spent and private property acquired and are governmental functions of public concern.

(4) The necessity in the public interest for the provisions hereinafter enacted, is hereby declared as a matter of legislative determination.

History.—s. 2, ch. 17981, 1937; CGL 1940 Supp. 7100(3-b); s. 2, ch. 2005-54.

421.03 Definitions.—The following terms, wherever used or referred to in this part, shall have the following respective meanings for the purposes of this part, unless a different meaning clearly appears from the context:

(1) "Authority" or "housing authority" shall mean any of the public corporations created by s. 421.04.

(2) "City" shall mean any city or town of the state having a population of more than 2,500, according to the last preceding federal or state census. "The city" shall mean the particular city for which a particular housing authority is created.

(3) "Governing body" shall mean the city council, the commission, or other legislative body charged with governing the city, as the case may be.

(4) "Mayor" shall mean the mayor of the city or the officer thereof charged with the duties customarily imposed on the mayor or executive head of the city.

(5) "Clerk" shall mean the clerk of the city or the officer of the city charged with the duties customarily imposed on the clerk thereof.

(6) "Area of operation":

(a) In the case of a housing authority of a city having a population of less than 25,000, shall include such city and the area within 5 miles of the territorial boundaries thereof; and

(b) In the case of a housing authority of a city having a population of 25,000 or more shall include such city and the area within 10 miles from the territorial boundaries thereof; provided however, that the area of operation of a housing authority of any city shall not include any area which lies within the territorial boundaries of some other city as herein defined; and further provided that the area of operation shall not extend outside of the boundaries of the county in which the city is located and no housing authority shall have any power or jurisdiction outside of the county in which the city is located.

(7) "Federal Government" shall include the United States, the Federal Emergency Administration of Public Works or any other agency or instrumentality, corporate or otherwise, of the United States.

(8) "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light or sanitary facilities, or any combination of these factors, are detrimental to safety, health and morals.

(9) "Housing project" shall mean any work or undertaking:

(a) To demolish, clear, or remove buildings from any slum area; such work or undertaking may embrace the adaption of such area to public purposes, including parks or other recreational or community purposes; or

(b) To provide decent, safe and sanitary urban or rural dwellings, apartments or other living accommodations for persons of low income; such work or undertaking may include buildings, land, equipment, facilities and other real or personal property for necessary, convenient or desirable appurtenances, streets, sewers, water service, parks, site preparation, gardening, administrative, community, health, recreational, educational, welfare or other purposes; or

(c) To accomplish a combination of the foregoing. The term "housing project" also may be applied to the planning of the buildings and improvements, the acquisition of property, the demolition of existing structures, the construction, reconstruction, alteration and repair of the improvements and all other work in connection therewith.

(10) "Persons of low income" shall mean persons or families who lack the amount of income which is necessary, as determined by the authority undertaking the housing project, to enable them, without financial assistance, to live in decent, safe and sanitary dwellings, without overcrowding.

(11) "Debentures" shall mean any notes, interim certificates, debentures, revenue certificates, or other obligations issued by an authority pursuant to this chapter.

(12) "Real property" shall include all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto, or used in connection therewith, and every estate, interest and right, legal or equitable, therein, including terms for years and liens by way of judgment, mortgage or otherwise and the indebtedness secured by such liens.

(13) "Obligee of the authority" or "obligee" shall include any holder of debentures, trustee or trustees for any such holders, or lessor demising to the authority property used in connection with a housing project, or any assignee or assignees of such lessor's interest or any part thereof, and the Federal Government when it is a party to any contract with the authority.

History.—s. 3, ch. 17981, 1937; CGL 1940 Supp. 7100(3-c); s. 1, ch. 20219, 1941; s. 1, ch. 28061, 1953; s. 24, ch. 57-1; s. 1, ch. 67-566.

421.04 Creation of housing authorities.—

(1) In each city, as herein defined, there is hereby created a public body corporate and politic to be known as the "Housing Authority" of the city; provided, however, that such authority shall not transact any business or exercise its powers hereunder until or unless the governing body of the city by proper resolution shall declare that there is need for an authority to function in such city. The determination as to whether there is such need for an authority to function:

(a) May be made by the governing body on its own motion; or

(b) Shall be made by the governing body upon the filing of a petition signed by 25 residents of the city asserting that there is need for an authority to function in such city and requesting that the governing body so declare.

(2) The governing body may adopt a resolution declaring that there is need for a housing authority in the city if it shall find that:

(a) Insanitary or unsafe inhabited dwelling accommodations exist in such city; or

(b) There is a shortage of safe or sanitary dwelling accommodations in such city available to persons of low income at rentals they can afford. In determining whether dwelling accommodations are unsafe or insanitary said governing body may take into consideration the degree of overcrowding, the percentage of land coverage, the light, air, space and access available to the inhabitants of such dwelling accommodations, the size and arrangement of the rooms, the sanitary facilities, and the extent to which conditions exist in such buildings which endanger life or property by fire or other causes.

(3) In any suit, action or proceeding involving the validity or enforcement of or relating to any contract of the authority, the authority shall be conclusively deemed to have become established and

authorized to transact business and exercise its powers hereunder upon proof of the adoption of a resolution by the governing body declaring the need for the authority. Such resolution or resolutions shall be sufficient if it declares that there is such need for an authority and finds in substantially the foregoing terms, no further detail being necessary, that either or both of the above enumerated conditions exist in the city. A copy of such resolution duly certified by the clerk shall be admissible in evidence in any suit, action or proceeding.

History.—s. 4, ch. 17981, 1937; CGL 1940 Supp. 7100(3-d).

421.05 Appointment, qualifications, and tenure of commissioners; hiring of employees.—

(1) When the governing body of a city adopts a resolution as aforesaid, the mayor, with the approval of the governing body, shall promptly appoint no fewer than five persons, and no more than seven persons, as commissioners of the authority created for such city. Three of the commissioners who are first appointed shall be designated to serve for terms of 1, 2, and 3 years respectively; the remaining commissioners shall be designated to serve for terms of 4 years each, from the date of their appointment. Thereafter, each commissioner shall be appointed as aforesaid for a term of office of 4 years, except that a vacancy shall be filled for the unexpired term by an appointment by the mayor with the approval of the governing body within 60 days after such vacancy occurs. Each housing authority created pursuant to this chapter shall have at least one commissioner who shall be a resident who is current in rent in a housing project or a person of low or very low income who resides within the housing authority's jurisdiction and is receiving rent subsidy through a program administered by the authority or public housing agency that has jurisdiction for the same locality served by the housing authority, which commissioner shall be appointed at the time a vacancy exists. In the case of an authority which has no completed project, no tenant-commissioner shall be appointed until 10 percent of the units in the first project of the authority have been occupied. The cessation of a tenant-commissioner's tenancy in a housing project or the cessation of rent subsidy shall remove such tenant-commissioner from office, and another person meeting the qualifications required for the office shall be appointed for the unexpired portion of the term. After all reasonable efforts have been made and documented, if the commissioners find that no housing project resident or rent subsidy recipient is available to serve as a tenant-commissioner, the existing vacancy shall then be filled through the normal appointment procedures set forth in this subsection. However, such normal appointment shall not preclude the requirement to exercise diligence in all succeeding vacancies to attempt to first appoint a tenant-commissioner until at least one tenant-commissioner has been appointed. No commissioner of an authority may be an officer or employee of the city for which the authority is created. A commissioner shall hold office until a successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk, and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner. A commissioner shall receive no compensation for his or her services but shall be entitled to the necessary expenses, including travel expenses, incurred in the discharge of his or her duties. The requirements of this subsection with respect to the number of commissioners of a housing authority apply without regard to the date on which the housing authority was created.

(2) The powers of each authority shall be vested in the commissioners thereof in office from time to time. A majority of the commissioners shall constitute a quorum of the authority for the purpose of conducting its business and exercising its powers and for all other purposes. Action may be taken by the authority upon a vote of a majority of the commissioners present, unless in any case the bylaws of the authority require a larger number. The mayor with the concurrence of the governing body shall designate which of the commissioners appointed shall be the first chair, but when the office of the chair

of the authority thereafter becomes vacant, the authority shall select a chair from among its commissioners. An authority shall select from among its commissioners a vice chair; and it may employ a secretary, who shall be the executive director, technical experts, and such other officers, agents, and employees, permanent and temporary, as it may require and shall determine their qualifications, duties, and compensation. For such legal services as it may require, an authority may call upon the chief law officer of the city or may employ its own counsel and legal staff. An authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

(3) Notwithstanding the limitation contained in subsection (1) on the number of commissioners of a housing authority, any housing authority that has more than seven commissioners on March 28, 1991, may maintain the same number of commissioners it had on March 28, 1991.

History.—s. 5, ch. 17981, 1937; CGL 1940 Supp. 7100(3-e); s. 1, ch. 59-413; s. 1, ch. 78-165; ss. 1, 2, ch. 80-357; s. 273, ch. 81-259; s. 1, ch. 84-250; s. 1, ch. 89-33; ss. 1, 2, ch. 91-6; s. 82, ch. 97-103.

421.06 Commissioners or employees prohibited from acquiring interests in housing projects and required to disclose interests in specified properties; exception.—Except for the leasehold interest held by a tenant-commissioner in the housing project in which he or she is a tenant, no commissioner or employee of an authority shall acquire any interest, direct or indirect, in any housing project or in any property included or planned to be included in any project, nor shall he or she have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any housing project. If a commissioner or employee of an authority owns or controls an interest, direct or indirect, in any property included or planned to be included in any housing project, he or she shall immediately disclose the same in writing to the authority. Such disclosure shall be entered upon the minutes of the authority. Failure so to disclose such interest constitutes misconduct in office.

History.—s. 6, ch. 17981, 1937; CGL 1940 Supp. 7100(3-f); s. 2, ch. 84-250; s. 83, ch. 97-103.

421.07 Removal of commissioners.—For inefficiency or neglect of duty or misconduct in office, a commissioner of an authority may be removed by the mayor with the concurrence of the governing body, but a commissioner shall be removed only after he or she shall have been given a copy of the charges at least 10 days prior to the hearing thereon and had an opportunity to be heard in person or by counsel. In the event of the removal of any commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed in the office of the clerk.

History.—s. 7, ch. 17981; 1937; CGL 1940 Supp. 7100(3-g); s. 2, ch. 59-413; s. 84, ch. 97-103.

421.08 Powers of authority.—An authority shall constitute a public body corporate and politic, exercising the public and essential governmental functions set forth in this chapter, and having all the powers necessary or convenient to carry out and effectuate the purpose and provisions of this chapter, including the following powers in addition to others herein granted:

(1) To sue and be sued; to have a seal and to alter the same at pleasure; to have perpetual succession; to make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the authority; to appear in court through any of its officers, agents, or employees, for the exclusive purpose of filing eviction papers; and to make and from time to time amend and repeal bylaws, rules and regulations, not inconsistent with this chapter, to carry into effect the powers and purposes of the authority.

(2) Within its area of operation, to prepare, carry out, acquire, lease, and operate housing projects; to provide for the construction, reconstruction, improvement, alteration, or repair of any housing project or any part thereof.

(3) To arrange or contract for the furnishing by any person or agency, public or private, of services, privileges, works, or facilities for, or in connection with, a housing project or the occupants thereof; provided, however, that notwithstanding any other power or provision in this chapter, the authority shall not construct, lease, control, purchase, or otherwise establish in connection with or as a part of any housing project or any other real or any other property under its control, any system, work, facilities, plants, or other equipment for the purpose of furnishing utility service of any kind to such projects or to any tenant or occupant thereof in the event that a system, work, facility, plant, or other equipment for the furnishing of the same utility service is being actually operated by a municipality or private concern in the area of operation or the city or the territory immediately adjacent thereto; provided, further, that nothing herein shall be construed to prohibit the construction or acquisition by the authority of any system, work, facilities, or other equipment for the sole and only purpose of receiving utility services from any such municipality or such private concern and then distributing such utility services to the project and to the tenants and occupants thereof; and, notwithstanding anything to the contrary contained in this chapter or in any other provision of law, to include in any contract let in connection with a project, stipulations requiring that the contractor and any subcontractors comply with requirements as to minimum wages and maximum hours of labor, and comply with any conditions which the Federal Government may have attached to its financial aid of the project.

(4) To lease or rent any dwellings, houses, accommodations, lands, buildings, structures, or facilities embraced in any housing project and, subject to the limitations contained in this chapter, to establish and revise the rents or charges therefor; to own, hold, and improve real or personal property; to purchase, lease, obtain options upon, acquire by gift, grant, bequest, devise, or otherwise any real or personal property or any interest therein; to acquire by the exercise of the power of eminent domain any real property; to sell, lease, exchange, transfer, assign, pledge, or dispose of any real or personal property or any interest therein; to insure or provide for the insurance of any real or personal property or operations of the authority against any risks or hazards; to procure or agree to the procurement of insurance or guarantees from the Federal Government of the payment of any such debts or parts thereof, whether or not incurred by said authority, including the power to pay premiums on any such insurance.

(5) To invest any funds held in reserves or sinking funds, or any funds not required for immediate disbursement, in property or securities in which savings banks may legally invest funds subject to their control; to purchase its debentures at a price not more than the principal amount thereof and accrued interest, all debentures so purchased to be canceled.

(6) Within its area of operation: to investigate into living, dwelling, and housing conditions and into the means and methods of improving such conditions; to determine where slum areas exist or where there is a shortage of decent, safe, and sanitary dwelling accommodations for persons of low income; to make studies and recommendations relating to the problem of clearing, replanning, and reconstruction of slum areas and the problem of providing dwelling accommodations for persons of low income; to administer fair housing ordinances and other ordinances as adopted by cities, counties, or other authorities who wish to contract for administrative services and to cooperate with the city, the county, the state or any political subdivision thereof in action taken in connection with such problems; and to engage in research, studies, and experimentation on the subject of housing.

(7) Acting through one or more commissioners or other person or persons designated by the authority; to conduct examinations and investigations and to hear testimony and take proof under oath at public or private hearings on any matter material for its information; to administer oaths, issue subpoenas requiring the attendance of witnesses or the production of books and papers and to issue

commissions for the examination of witnesses who are outside of the state or unable to attend before the authority, or excused from attendance; to make available to appropriate agencies, including those charged with the duty of abating or requiring the correction of nuisances or like conditions, or of demolishing unsafe or insanitary structures within its area of operation, its findings and recommendations with regard to any building or property where conditions exist which are dangerous to the public health, morals, safety, or welfare.

(8)(a) To organize for the purpose of creating a for-profit or not-for-profit corporation, limited liability company, or other similar business entity pursuant to all applicable laws of this state in which the housing authority may hold an ownership interest or participate in its governance in order to develop, acquire, lease, construct, rehabilitate, manage, or operate multifamily or single-family residential projects. These projects may include nonresidential uses and may use public and private funds to serve individuals or families who meet the applicable income requirements of the state or federal program involved; whose income does not exceed 150 percent of the applicable median income for the area, as established by the United States Department of Housing and Urban Development; and who, in the determination of the housing authority, lack sufficient income or assets to enable them to purchase or rent a decent, safe, and sanitary dwelling. These corporations, limited liability companies, or other business entities may join partnerships, joint ventures, or limited liability companies pursuant to applicable laws or may otherwise engage with business entities in developing, acquiring, leasing, constructing, rehabilitating, managing, or operating such projects.

(b) The creation by a housing authority of such a corporation, limited liability company, or other business entity that is properly registered pursuant to all applicable laws before the effective date of this act is ratified and validated if the creation of such corporation, limited liability company, or other business entity would have been valid had this act been in effect at the time such corporation, limited liability company, or other business entity was created and registered.

(c) Proceedings or acts performed by a housing authority or a corporation, limited liability company, or other business entity authorized pursuant to paragraph (b) are ratified and validated if such proceedings or acts were in furtherance of the purposes set forth in this chapter and would have been valid had this act been in effect at the time such proceedings or acts were performed.

(9) Notwithstanding s. 112.061, the governing board of an authority may approve and implement policies for per diem, travel, and other expenses of its officials, officers, board members, employees, and authorized persons in a manner consistent with federal guidelines.

(10) To exercise all or any part or combination of powers herein granted. No provisions of law with respect to acquisition, operation, or disposition of property by other public bodies shall be applicable to an authority unless the Legislature shall specifically so state.

History.—s. 8, ch. 17981, 1937; CGL 1940 Supp. 7100(3-h); s. 37, ch. 86-192; s. 1, ch. 87-109; s. 3, ch. 2005-54.

421.09 Operation not for profit.—

(1) It is the policy of this state that each housing authority shall manage and operate its housing projects in an efficient manner so as to enable it to fix the rentals for dwelling accommodations at the lowest possible rates consistent with its providing decent, safe, and sanitary dwelling accommodations, and that a housing authority may not construct or operate any such project for profit, or as a source of revenue to the city. To this end an authority may not fix the rentals for dwellings in its project at a higher rate than it finds necessary in order to produce revenues that, together with all other available moneys, revenue, income, and receipts of the authority from whatever sources derived, will be sufficient:

(a) To pay, as they become due, the principal and interest on the debentures of the authority;

(b) To meet the cost of, and to provide for, maintaining and operating the projects, including the cost of any insurance and the administrative expenses of the authority; and

(c) To create, during not less than the 6 years immediately succeeding its issuance of any debentures, a reserve sufficient to meet the largest principal and interest payments that will be due on such debentures in any one year thereafter, and to maintain such reserve.

(2) This section does not prohibit or restrict the activities or operations of a business entity created under s. 421.08(8).

History.—s. 9, ch. 17981, 1937; CGL 1940 Supp. 7100(3-i); s. 4, ch. 2005-54.

421.091 Financial accounting and investments; fiscal year.—

(1) A complete and full financial accounting and audit in accordance with federal audit standards of public housing agencies shall be made biennially by a certified public accountant. A copy of such audit shall be filed with the governing body and with the Auditor General.

(2) The fiscal year of a housing authority shall be the fiscal year established by the Federal Government.

History.—s. 3, ch. 59-413; s. 2, ch. 78-165; s. 3, ch. 83-106.

421.10 Rentals and tenant selection.—

(1) In the operation or management of housing projects an authority shall at all times observe the following duties with respect to rentals and tenant selection:

(a) It may rent or lease the dwelling accommodations therein only to persons of low income and at rentals within the financial reach of such persons of low income.

(b) It may rent or lease to a tenant dwelling accommodations consisting of the number of rooms, but no greater number, which it deems necessary to provide safe and sanitary accommodations to the proposed occupants thereof, without overcrowding.

(c) It shall accept any person as a tenant in any housing project according to the appropriate guidelines as established by the United States Department of Housing and Urban Development or other federal agencies.

(d) The Department of Children and Families, pursuant to 45 C.F.R. s. 233.20(a)(3)(vii)(c), may not consider as income for recipients of temporary cash assistance any assistance received by recipients from other agencies or organizations such as public housing authorities.

(2) Nothing contained in this section or s. 421.09 shall be construed as limiting the power of an authority to vest in an obligee the right, in the event of a default by the authority, to take possession of a housing project or cause the appointment of a receiver thereof, free from all the restrictions imposed by this section or s. 421.09.

(3) This section shall not apply to housing facilities financed by loans made for the purpose of providing such facilities for domestic farm labor pursuant to s. 514 of the Federal Housing Act of 1949.

History.—s. 10, ch. 17981, 1937; s. 1, ch. 19510, 1939; CGL 1940 Supp. 7100(3-j); s. 7, ch. 22858, 1945; s. 1, ch. 65-223; s. 3, ch. 78-165; s. 104, ch. 96-175; s. 203, ch. 99-8; s. 84, ch. 2000-153; s. 101, ch. 2000-165; s. 241, ch. 2014-19.

421.101 False representations to obtain lower rent in housing accommodations; penalty.—Whoever makes a false statement or representation, knowing it to be false, or knowingly fails to disclose a material fact in order to obtain a lower rent for housing accommodations in a low-rent housing development operated pursuant to this chapter, than the rental such person is required to pay pursuant to federal or state statutes, schedule of rents or rules and regulations as determined and fixed by housing authorities created pursuant to this chapter, aforesaid, shall be guilty of a misdemeanor of

the second degree, punishable as provided in s. 775.082 or s. 775.083; and each such false statement or representation or failure to disclose a material fact as aforesaid shall constitute a separate offense.
History.—s. 1, ch. 61-468; s. 362, ch. 71-136.

421.11 Cooperation of authorities.—

(1) Any two or more housing authorities may join or cooperate with one another in the exercise, either jointly or otherwise, of any or all of their powers for the purpose of financing, including the issuance of bonds, debentures, notes or other obligations and giving security therefor; planning; undertaking; owning; constructing; operating; or contracting with respect to a housing project or projects located within the area of operation of any one or more of said authorities. For such purpose, an authority may by resolution prescribe and authorize any other housing authority or authorities, so joining or cooperating with it, to act on its behalf with respect to any or all such powers. Any authorities joining or cooperating with one another may by resolutions appoint from among the commissioners of such authorities an executive committee with full power to act on behalf of such authorities with respect to any or all of their powers, as prescribed by resolutions of such authorities.

(2) Any county housing authority may enter into an interlocal agreement with one or more local governing bodies pursuant to the provisions of s. 163.01, the Florida Interlocal Cooperation Act of 1969, with respect to projects or programs located within the county or an adjacent county, and any city housing authority may enter into such agreement with respect to projects or programs located within the county, provided that no power granted an authority under s. 421.08 may be reserved to or exercised by a local governing body under such agreement.
History.—s. 11, ch. 17981, 1937; CGL 1940 Supp. 7100(3-k); s. 1, ch. 21699, 1943; s. 4, ch. 78-165; s. 38, ch. 86-192.

421.12 Eminent domain.—An authority shall have the right to acquire by the exercise of the power of eminent domain any real property which it may deem necessary for its purposes under this chapter after the adoption by it of a resolution declaring that the acquisition of the real property described therein is necessary for such purposes. An authority may exercise the power of eminent domain in the manner provided in chapters 73 and 74. Property already devoted to a public use may be acquired in like manner, provided that no real property belonging to the city, the county, the state or any political subdivision thereof may be acquired without its consent.
History.—s. 12, ch. 17981, 1937; CGL 1940 Supp. 7100(3-l).

421.13 Planning, zoning and building laws.—All housing projects of an authority shall be subject to the planning, zoning, sanitary and building laws, ordinances and regulations applicable to the locality in which the housing project is situated. In the planning and location of any housing project, an authority shall take into consideration the relationship of the project to any larger plan or long-range program for the development of the area in which the housing authority functions.
History.—s. 13, ch. 17981, 1937; CGL 1940 Supp. 7100(3-x).

421.14 Debentures.—

(1) An authority may issue debentures from time to time in its discretion, for any of its corporate purposes. An authority may also issue refunding debentures for the purpose of paying or retiring debentures previously issued by it. An authority may issue such types of debentures as it may determine, including debentures on which the principal and interest are payable:

(a) Exclusively from the income and revenues of the housing project financed with the proceeds of such debentures, or with such proceeds together with a grant from the federal government in aid of such project;

(b) Exclusively from the income and revenues of certain designated housing projects whether or not they were financed in whole or in part with the proceeds of such debentures; or

(c) From its revenues generally.

Any of such debentures may be additionally secured by a pledge of any revenues of any housing project, projects or other property of the authority.

(2) Neither the commissioners of an authority nor any person executing the debentures shall be liable personally on the debentures by reason of the issuance thereof. The debentures and other obligations of an authority, and such debentures and obligations shall so state on their face, shall not be a debt of the city, the county, the state or any political subdivision thereof, and neither the city or the county, nor the state or any political subdivision thereof shall be liable thereon, nor in any event shall such debentures or obligations be payable out of any funds or properties other than those of said authority. The debentures shall not constitute an indebtedness within the meaning of any constitutional or statutory debt or bond limitation or restriction.

History.—s. 14, ch. 17981, 1937; CGL 1940 Supp. 7100(3-y).

421.15 Form and sale of debentures.—

(1) Debentures of an authority shall be authorized by its resolution and may be issued in one or more series and shall bear such dates, mature at such times, bear an average interest cost rate net of federal subsidies not exceeding the rate established according to s. 215.84, be in such denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment, at such places and be subject to such terms of redemption, with or without premium, as such resolution or its trust indenture may provide.

(2) The debentures may be sold at public sale held after notice published once at least 5 days prior to such sale in a newspaper having a general circulation in the city and in a financial newspaper published in the City of Chicago, Illinois, or in the City of New York, New York; however, such debentures may be sold to the Federal Government at private sale without any public advertisement.

(3) In the event an offer of an issue of debentures at public sale produces no bid, or in the event all bids received are rejected, the authority is authorized to negotiate for the sale of such debentures under such rates and terms as are acceptable; however, upon their sale, the State Board of Administration shall be notified, and no such bonds shall be so sold or delivered on terms less favorable than the terms contained in any bids rejected at the public sale thereof, or the terms contained in the notice of public sale if no bids were received at such public sale.

(4) In case any of the commissioners or officers of the authority whose signatures appear on any debentures or coupons shall cease to be such commissioners or officers before the delivery of such debentures, such signatures shall, nevertheless, be valid and sufficient for all purposes, the same as if such commissioners or officers had remained in office until such delivery. Any provision of any law to the contrary notwithstanding, any debentures issued pursuant to this chapter shall be fully negotiable.

(5) In any suit, action, or proceedings involving the validity or enforceability of any debenture of an authority or the security therefor, any such debenture reciting in substance that it has been issued by the authority to aid in financing a housing project to provide dwelling accommodations for persons of low income shall be conclusively deemed to have been issued for a housing project of such character; and said project shall be conclusively deemed to have been planned, located, and constructed in accordance with the purposes and provisions of this chapter.

History.—s. 15, ch. 17981, 1937; CGL 1940 Supp. 7100(3-z); s. 5, ch. 78-165; s. 30, ch. 83-215.

421.16 Provisions of debentures and trust indentures.—In connection with the issuance of debentures or the incurring of obligations under leases and in order to secure the payment of such indentures or obligations, an authority, in addition to its other powers, shall have power:

(1) To pledge all or any part of its gross or net rents, gross or net fees or gross or net revenues to which its right then exists or may thereafter come into existence.

(2) To covenant against pledging all or any part of its rents, fees and revenues, or against mortgaging all or any part of its real or personal property, to which its right or title then exists or may thereafter come into existence or against permitting or suffering any lien on such revenues or property; to covenant with respect to limitations on its rights to sell, lease or to otherwise dispose of any housing project or any part thereof; and to covenant as to what other, or additional debts or obligations may be incurred by it.

(3) To covenant as to the debentures to be issued and as to the issuance of such debentures in escrow or otherwise, and as to the use and disposition of the proceeds thereof; to provide for the replacement of lost, destroyed or mutilated debentures; to covenant against extending the time for the payment of its debentures or interest thereon; and to redeem the debentures, and to covenant for their redemption and to provide the terms and conditions thereof.

(4) To covenant, subject to the limitations contained in this chapter, as to the rents and fees to be charged in the operation of a housing project or projects, the amount to be raised each year or other period of time by rents, fees and other revenues, and as to the use and disposition to be made thereof; to create or to authorize the creation of special funds for moneys held for construction or operating costs, debt service, reserves, or other purposes, and to covenant as to the use and disposition of the moneys held in such funds.

(5) To prescribe the procedure, if any, by which the terms of any contract with the holders of debentures may be amended or abrogated, the amount of debentures the holders of which must consent thereto, and the manner in which such consent may be given.

(6) To covenant as to the use of any or all of its real or personal property; and to covenant as to the maintenance of its real and personal property, the replacement thereof, the insurance to be carried thereon and the use and disposition of insurance moneys.

(7) To covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition, or obligation, and to covenant and prescribe as to events of default and terms and conditions upon which any or all of its debentures or obligations shall become or may be declared due before maturity, and as to the terms and conditions upon which such declaration and its consequences may be waived.

(8) To vest in a trustee or trustees or the holders of debentures or any proportion of them the right to enforce the payment of the debentures or any covenants securing or relating to the debentures; to vest in a trustee or trustees the right, in the event of a default by said authority, to take possession and use, operate and manage any housing project or part thereof, and to collect the rents and revenues arising therefrom and to dispose of such moneys in accordance with the agreement of the authority with said trustee; to provide for the powers and duties of a trustee or trustees and to limit the liabilities thereof; and to provide the terms and conditions upon which the trustee or trustees or the holders of debentures or any proportion of them may enforce any covenant or rights securing or relating to the debentures.

(9) To exercise all or any part or combination of the powers herein granted.

History.—s. 16, ch. 17981, 1937; CGL 1940 Supp. 7100(3-aa).

421.17 Validation of debentures and proceedings.—

(1) A housing authority shall have the right, if it deems it expedient, to determine its authority to issue any debentures, and the legality of all proceedings had or taken in connection therewith, in the same manner and to the same extent, except as otherwise provided in this section, as provided in chapter 75 for the determination by a county, municipality, taxing district, or other political district or subdivision of its authority to incur bonded debt or to issue certificates of indebtedness and of the legality of all proceedings had or taken in connection therewith.

(2) The petition to validate such debentures, and the proceedings had or taken in connection therewith, shall be filed by the housing authority in the circuit court for the county in which is located the city for which said housing authority was created, except that whenever it appears that a housing authority is empowered to function in more than one county the circuit court of any county in the whole or any part of which the housing authority is empowered to function shall have jurisdiction of the cause in the same manner as provided in said chapter whenever a municipality, taxing district or other political district or subdivision shall extend into more than one county.

(3) The notice required by s. 75.06 shall be addressed to the taxpayers and citizens of the city for which such housing authority has been created and of the county, or counties, in the event such housing authority is empowered to function in more than one county, in the whole or any part of which the housing authority is empowered to function; and by the publication of such notice as required by said chapter 75 all taxpayers and citizens of such city and such county or counties, as the case may be, shall be considered as parties defendant to such proceedings, and the circuit court in which the proceeding is brought shall have jurisdiction of all of the same as if they were named defendants in the petition filed pursuant to said chapter and personally served with process.

(4) In the event no appeal is taken within the time prescribed by said chapter, or if taken, and the decree validating said debentures is affirmed by the Supreme Court, the decree of the circuit court validating and confirming the issuance of the debentures of the housing authority shall be forever conclusive as to the validity of said debentures against the housing authority and against all taxpayers and citizens of the city for which said housing authority was created and of the county or counties in the whole or part of which the housing authority is empowered to function; and the validity of said debentures shall never be called in question in any court in this state. Debentures of a housing authority, when issued under the provisions of said chapter, shall have stamped or written thereon by the proper officers of the housing authority issuing the same, the words: "Validated and Confirmed by Decree of the Circuit Court," specifying the date when such decree was rendered and the court in which it was rendered, which shall be signed by the clerk of the circuit court in which the decree was rendered, which entry shall be original evidence of said decree in any court in this state.

History.—s. 17, ch. 17981, 1937; CGL 1940 Supp. 7100(3-bb).

421.18 Remedies of an obligee of authority.—An obligee of an authority shall have the right in addition to all other rights which may be conferred on such obligee, subject only to any contractual restrictions binding upon such obligee:

(1) By mandamus, suit, action or proceeding at law or in equity to compel said authority and the commissioners, officers, agents or employees thereof to perform each and every term, provision and covenant contained in any contract of said authority with or for the benefit of such obligee, and to require the carrying out of any or all such covenants and agreements of said authority and the fulfillment of all duties imposed upon said authority by this chapter.

(2) By suit, action or proceeding in equity, to enjoin any acts or things which may be unlawful, or the violation of any of the rights of such obligee of said authority.

History.—s. 18, ch. 17981, 1937; CGL 1940 Supp. 7100(3-cc).

421.19 Additional remedies conferrable by authority.—An authority shall have power by its resolution, trust indenture, lease or other contract to confer upon any obligee holding or representing a specified amount in debentures, or holding a lease, the right, in addition to all rights that may otherwise be conferred, upon the happening of an event of default as defined in such resolution or instrument, by suit, action or proceeding in any court of competent jurisdiction:

(1) To cause possession of any housing project or any part thereof to be surrendered to any such obligee.

(2) To obtain the appointment of a receiver of any housing project of said authority or any part thereof and of the rents and profits therefrom. If such receiver be appointed, he or she may enter and take possession of such housing project or any part thereof and operate and maintain same, and collect and receive all fees, rents, revenues, or other charges thereafter arising therefrom, and shall keep such moneys in a separate account or accounts and apply the same in accordance with the obligation of said authority as the court shall direct.

(3) To require said authority and the commissioners thereof to account as if it and they were the trustees of an express trust.

History.—s. 19, ch. 17981, 1937; CGL 1940 Supp. 7100(3-dd); s. 85, ch. 97-103.

421.21 Aid from Federal Government; tax exemptions.—

(1) In addition to the powers conferred upon an authority by other provisions of this chapter, an authority is empowered to borrow money or accept grants or other financial assistance from the Federal Government for or in aid of any housing project within its area of operation, to take over or lease or manage any housing project or undertaking constructed or owned by the Federal Government, and to these ends, to comply with such conditions and enter into such trust indentures, leases or agreements as may be necessary, convenient or desirable. It is the purpose and intent of this chapter to authorize every authority to do any and all things necessary or desirable to secure the financial aid or cooperation of the Federal Government in the undertaking, construction, maintenance or operation of any housing project by such authority.

(2) In addition to the powers conferred upon an authority by subsection (1) and other provisions of this chapter, an authority is empowered to borrow money or accept grants or other financial assistance from the Federal Government under s. 202 of the Housing Act of 1959 (Pub. L. No. 86-372) or any law or program of the United States Department of Housing and Urban Development, which provides for direct federal loans in the maximum amount, as defined therein, for the purpose of assisting certain nonprofit corporations to provide housing and related facilities for elderly families and elderly persons.

(a) Housing authorities created under this section are authorized to execute mortgages, notes, bills, or other forms of indebtedness together with any agreements, contracts, or other instruments required by the United States Department of Housing and Urban Development in connection with loans made for the purposes set forth in this subsection.

(b) This provision relating to housing facilities for the elderly is cumulative and in addition to the powers given to housing authorities under this chapter. All powers granted generally by law to housing authorities in Florida relating to issuance of trust indentures, debentures, and other methods of raising capital shall apply also to housing authorities in connection with their participation in programs of the United States Department of Housing and Urban Development.

(3) It is the legislative intent that the tax exemption of housing authorities provided by chapter 423, shall specifically apply to any housing authority created under this section.

History.—s. 21, ch. 17981, 1937; CGL 1940 Supp. 7100(3-ff); ss. 1, 2, ch. 61-197; s. 7, ch. 78-165.

421.22 Reports.—At least once a year, an authority shall file with the clerk a report of its activities for the preceding year, and shall make recommendations with reference to such additional legislation or other action as it deems necessary in order to carry out the purposes of this chapter.

History.—s. 22, ch. 17981, 1937; CGL 1940 Supp. 7100(3-gg).

421.23 Liabilities of authority.—The liabilities, whether ex contractu or ex delicto, of an authority arising from the operation of its housing projects, may not be paid from any funds other than the rents, fees, or revenues of such projects and any grants or subsidies paid to such authority by the Federal Government, unless other funds are lawfully pledged by the authority's governing board.

History.—s. 23, ch. 17981, 1937; CGL 1940 Supp. 7100(3-hh); s. 7, ch. 22858, 1945; s. 5, ch. 2005-54.

421.24 Organization and establishment.—The establishment and organization of housing authorities in the state under the provisions of the Housing Authorities Law of this state, together with all proceedings, acts and things heretofore undertaken, performed or done with reference thereto, are hereby validated, ratified, confirmed, approved and declared legal in all respects, notwithstanding any defect or irregularity therein or any want of statutory authority.

History.—s. 1, ch. 19511, 1939; CGL 1940 Supp. 7100(3-kk).

421.25 Contracts and undertakings.—All contracts, agreements, obligations, and undertakings of such housing authorities heretofore entered into relating to financing or aiding in the development, construction, maintenance, or operation of any housing project or projects or to obtaining aid therefor from the United States Department of Housing and Urban Development, including, without limiting the generality of the foregoing, loan and annual contributions, contracts and leases with the United States Department of Housing and Urban Development, agreements with municipalities or other public bodies, including those which are pledged or authorized to be pledged for the protection of the holders of any notes or bonds issued by such housing authorities or which are otherwise made a part of the contract with such holders of notes or bonds, relating to cooperation and contributions in aid of housing projects, payments, if any, in lieu of taxes, furnishing of municipal services and facilities, and the elimination of unsafe and insanitary dwellings, and contracts for the construction of housing projects, together with all proceedings, acts, and things heretofore undertaken, performed, or done with reference thereto, are hereby validated, ratified, confirmed, approved, and declared legal in all respects, notwithstanding any defect or irregularity therein or any want of statutory authority.

History.—s. 2, ch. 19511, 1939; CGL 1940 Supp. 7100(3-ll); s. 8, ch. 78-165.

421.26 Notes and bonds.—All proceedings, acts and things heretofore undertaken, performed or done in or for the authorization, issuance, execution and delivery of notes and bonds by housing authorities for the purpose of financing or aiding in the development or construction of a housing project or projects, and all notes and bonds heretofore issued by housing authorities are hereby validated, ratified, confirmed, approved and declared legal in all respects, notwithstanding any defect or irregularity therein or any want of statutory authority.

History.—s. 3, ch. 19511, 1939; CGL 1940 Supp. 7100(3-mm).

421.261 Continuance of municipal housing authorities when municipality abolished; counties in excess of 400,000.—Whenever a municipality in any county having a population in excess of 400,000

according to the most recent official census has been or hereafter shall be abolished, wherein at the time of such abolishment a housing authority of such municipality was or is in existence, such housing authority shall continue to function in all respects; provided, however, that the name of such housing authority shall thenceforth be such as may be determined by the county commissioners of the county wherein it functions. Each such housing authority and the commissioners thereof, within the area of operation of such housing authority as hereinafter defined, shall have the same functions, rights, powers, duties, immunities and privileges provided for housing authorities created for cities. Each such housing authority shall continue to operate and prosecute all projects operated or initiated by it prior to the abolishment of the municipality, and shall be entitled to all benefits and privileges thereafter conferred upon housing authorities for cities. The commissioners of each such housing authority shall continue in office after the abolishment of the particular municipality for the remainder of their respective terms. Their successors shall be appointed by resolution of the commissioners of the county. As used in the Housing Authorities Law, the terms "mayor" and "governing body" shall be construed as meaning "county commissioners," the term "city" as used therein shall be construed as meaning "county," and the term "clerk" as used therein shall be construed as meaning "clerk of the circuit court of the county," unless different meanings clearly appear from the contents. The area of operation of any such housing authority shall continue to be the same as that before the abolishment of the municipality, unless extended by resolution of the county commissioners, provided that no such extension shall include any territory lying within a city as defined in the Housing Authorities Law.

History.—s. 1, ch. 28305, 1953.

421.27 Housing authorities in counties.—

(1) In each county of the state there is hereby created a public body corporate and politic to be known as the "housing authority" of the county; provided, however, that such housing authority shall not transact any business or exercise its powers hereunder until or unless the governing body of such county, by proper resolution shall declare at any time hereafter that there is need for a housing authority to function in and for such county, which declaration shall be made by such governing body for such county in the same manner and subject to the same conditions as the declaration of the governing body of a city required by s. 421.04 for the purpose of authorizing a housing authority created for a city to transact business and exercise its powers, except that the petition referred to in said s. 421.04 shall be signed by 25 residents of such county.

(2) Upon notification of the adoption of such resolution the commissioners of a housing authority created for a county, who shall be qualified electors of such county, shall be appointed by the Governor in the same manner as the commissioners of a housing authority created for a city may be appointed by the mayor; and except as otherwise provided herein, each housing authority created for a county and the commissioners thereof, within the area of operation of such housing authority as hereinafter defined, shall have the same functions, rights, powers, duties, immunities and privileges provided for housing authorities created for cities and the commissioners of such housing authorities, in the same manner as though all the provisions of law applicable to housing authorities created for cities were applicable to housing authorities created for counties; provided, that for such purposes the term "mayor" as used in the Housing Authorities Law shall be construed as meaning "Governor," the term "governing body" as used therein shall be construed as meaning "county commissioners," the term "city" as used therein shall be construed as meaning "county," and the term "clerk" as used therein shall be construed as meaning "county clerk," as herein defined, unless a different meaning clearly appears from the context; and provided further that the Governor may appoint any persons as commissioners of a housing authority created for a county who are qualified electors in such county; and

provided further that such commissioners may be removed or suspended in the same manner and for the same reasons as other officers appointed by the Governor.

(3) The area of operation of a housing authority created for a county shall include all of the county for which it is created except that portion of the county which lies within the territorial boundaries of any city as defined in the Housing Authorities Law, as amended.

History.—s. 1, ch. 20220, 1941.

421.28 Creation of regional housing authority.—

(1) If the governing body of each of two or more contiguous counties by resolution declares that there is a need for one housing authority to be created for all of such counties to exercise powers and other functions herein prescribed in such counties, a public body corporate and politic to be known as a regional housing authority shall thereupon exist for all of such counties and exercise its powers and other functions in such counties; and thereupon each housing authority created by s. 421.27 for each of such counties shall cease to exist except for the purpose of winding up its affairs and executing a deed to the regional housing authority as hereafter provided; provided that the governing body of a county shall not adopt a resolution as aforesaid if there is a housing authority created for such county which has any obligations outstanding unless first:

(a) All obligees of such county housing authority and parties to the contracts, bonds, notes and other obligations of such county housing authority agree with such county housing authority to the substitution of such regional housing authority in lieu of such county housing authority on all such contracts, bonds, notes or other obligations; and

(b) The commissioners of such county housing authority adopt a resolution consenting to the transfer of all the rights, contracts, obligations and property, real and personal, of such county housing authority to such regional housing authority as hereinafter provided;

and provided further that when the above two conditions are complied with and such regional housing authority is created and authorized to exercise its powers and other functions, all rights, contracts, agreements, obligations and property of such county housing authority shall be in the name of and vest in such regional housing authority, and all obligations of such county housing authority shall be the obligations of such regional housing authority and all rights and remedies of any person against such county housing authority may be asserted, enforced and prosecuted against such regional housing authority to the same extent as they may have been asserted, enforced and prosecuted against such county housing authority.

(2) When any real property of a county housing authority vests in a regional housing authority as provided above, the county housing authority shall execute a deed of such property to the regional housing authority which thereupon shall file such deed with the recorder of deeds of the county where such real property is, provided that nothing contained in this sentence shall affect the vesting of property in the regional housing authority as provided above.

(3) The governing body of each of two or more contiguous counties shall by resolution declare that there is a need for one regional housing authority to be created for all of such counties to exercise powers and other functions herein prescribed in such counties, if such governing body finds, and only if it finds:

(a) That insanitary or unsafe inhabited dwelling accommodations exist in such county or there is a shortage of safe and sanitary dwelling accommodations in such county available to persons of low income at rentals they can afford; and

(b) That a regional housing authority would be a more efficient or economical administrative unit than the housing authority of such county to carry out the purposes of this Housing Authorities Law in such county.

(4) In any suit, action or proceeding involving the validity or enforcement of or relating to any contract of the regional housing authority, the regional housing authority shall be conclusively deemed to have become created as a public body corporate and politic and to have become established and authorized to transact business and exercise its powers hereunder upon proof of the adoption of a resolution by the governing body of each of the counties creating the regional housing authority declaring the need for the regional housing authority. Each such resolution shall be deemed sufficient if it declares that there is need for a regional housing authority and finds in substantially the foregoing terms, no further detail being necessary, that the conditions enumerated in subsection (3) exist. A copy of such resolution of the governing body of a county, duly certified by the county clerk of such county, shall be admissible in evidence in any suit, action or proceeding.

History.—s. 1, ch. 20220, 1941.

421.29 Area of operation of regional housing authority.—

(1) The area of operation of a regional housing authority shall include all of the counties for which such regional housing authority is created and established except such portions of the counties which lie within the territorial boundaries of cities, as defined in the Housing Authorities Law, as amended.

(2) The area of operation of a regional housing authority shall be increased from time to time to include one or more additional counties not already within a regional housing authority, except such portion or portions of such additional county or counties which lie within the territorial boundaries of any city, as defined, if the governing body of each of the counties then included in the area of operation of such regional housing authority, the commissioners of the regional housing authority and the governing body of each such additional county or counties each adopt a resolution declaring that there is a need for the inclusion of such additional county or counties in the area of operation of such regional housing authority. Upon the adoption of such resolutions, the county housing authority created by s. 421.27 for each such additional county shall cease to exist except for the purpose of winding up its affairs and executing a deed to the regional housing authority as hereinafter provided; provided, however, that such resolutions shall not be adopted if there is a county housing authority created for any such additional county which has any obligations outstanding unless first:

(a) All obligees of any such county housing authority and parties to the contracts, bonds, notes and other obligations of any such county housing authority agree with such county housing authority and the regional housing authority to the substitution of such regional housing authority in lieu of such county housing authority on all such contracts, bonds, notes or other obligations, and second:

(b) The commissioners of such county housing authority and the commissioners of such regional housing authority adopt resolutions consenting to the transfer of all the rights, contracts, obligations and property, real and personal, of such county housing authority to such regional housing authority as hereinafter provided, and provided further, that when the above two conditions are complied with and the area of operation of such regional housing authority is increased to include such additional county, as hereinabove provided, all rights, contracts, agreements, obligations and property of such county housing authority shall be in the name of and vest in such regional housing authority, all obligations of such county housing authority shall be the obligations of such regional housing authority and all rights and remedies of any person against such county housing authority may be asserted, enforced and prosecuted against such regional housing authority to the same extent as they may have been asserted, enforced and prosecuted against such county housing authority.

(3) When any real property of a county housing authority vests in a regional housing authority as provided above, the county housing authority shall execute a deed of such property to the regional housing authority which thereupon shall file such deed with the recorder of deeds of the county where such real property is, provided that nothing contained in this sentence shall affect the vesting of property in the regional housing authority as provided above.

(4) The governing body of each of the counties in the regional housing authority, the commissioners of the regional housing authority and the governing body of each such additional county or counties shall by resolution declare that there is a need for the addition of such county or counties to the regional housing authority, if:

(a) The governing body of each of such additional county or counties finds that insanitary or unsafe inhabited dwelling accommodations exist in such county or there is a shortage of safe or sanitary dwelling accommodations in such county available to persons of low income at rentals they can afford; and

(b) The governing body of each of the counties then included in the area of operation of the regional housing authority, the commissioners of the regional housing authority and the governing body of each such additional county or counties find that the regional housing authority would be a more efficient or economical administrative unit to carry out the purposes of this Housing Authorities Law if the area of operation of the regional housing authority shall be increased to include such additional county or counties.

(5) In determining whether dwelling accommodations are unsafe or insanitary under this or s. 421.28, the governing body of a county shall take into consideration the safety and sanitation of the dwellings, the light and airspace available to the inhabitants of such dwellings, the degree of overcrowding, the size and arrangement of the rooms and the extent to which conditions exist in such buildings which endanger life or property by fire or other causes.

(6) In connection with the issuance of bonds or the incurring of other obligations a regional housing authority may covenant as to limitations on its right to adopt resolutions relating to the increase of its area of operation.

(7) No governing body of a county shall adopt any resolution authorized by this or s. 421.28 unless a public hearing has first been held. The clerk of such county shall give notice of the time, place and purpose of the public hearing at least 10 days prior to the day on which the hearing is to be held, in a newspaper published in such county, or if there is no newspaper published in such county, then in a newspaper published in the state and having a general circulation in such county. Upon the date fixed for such public hearing an opportunity to be heard shall be granted to all residents of such county and to all other interested persons.

History.—s. 1, ch. 20220, 1941; s. 150, ch. 77-104.

421.30 Commissioners of regional authorities.—

(1) When a regional housing authority has been created as provided above, the Governor shall thereupon appoint one qualified elector from each county included in such regional housing authority as a commissioner of the regional housing authority. When the area of operation of a regional housing authority is increased to include an additional county or counties as herein provided, the Governor shall thereupon appoint one qualified elector from each such additional county as a commissioner of the regional housing authority. If any county is excluded from the area of operation of a regional housing authority, the office of the commissioner of such regional housing authority appointed as provided above for such county, shall be thereupon abolished.

(2) If the area of operation of a regional housing authority consists at any time of an even number of counties, the Governor shall appoint one additional commissioner, who shall be a qualified elector from one of the counties in such area of operation, whose term of office shall be as herein provided for a commissioner of a regional housing authority, except that such term shall end at any earlier time that the area of operation of the regional housing authority shall be changed to consist of an odd number of counties.

(3) A certificate of the appointment of any commissioner of a regional housing authority shall be filed with the county clerk of the county from which the commissioner is appointed, and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner. The commissioners of a regional housing authority shall be appointed for terms of 4 years, except that all vacancies shall be filled for the unexpired terms. Each commissioner shall hold office until a successor has been appointed and has qualified, except as otherwise provided herein. The Governor shall thereafter appoint the successor of each commissioner of a regional housing authority.

(4) The commissioners appointed as aforesaid shall constitute the regional housing authority, and the powers of such authority shall be vested in such commissioners in office from time to time.

(5) The commissioners of a regional housing authority shall elect a chair from among the commissioners and shall have power to select or employ such other officers and employees as the regional housing authority may require. A majority of the commissioners of a regional housing authority shall constitute a quorum of such authority for the purpose of conducting its business and exercising its powers and for all other purposes.

History.—s. 1, ch. 20220, 1941; s. 2, ch. 21699, 1943; s. 86, ch. 97-103.

421.31 Powers of regional housing authority; definitions.—Except as otherwise provided herein, a regional housing authority and the commissioners thereof shall, within the area of operation of such regional housing authority, have the same functions, rights, powers, duties, privileges and immunities provided for housing authorities created for cities or counties and the commissioners of such housing authorities in the same manner as though all the provisions of law applicable to housing authorities created for cities or counties were applicable to regional housing authorities; provided that for such purposes the term "mayor" as used in the Housing Authorities Law shall be construed as meaning "Governor," the term "governing body" as used therein shall be construed as meaning "county commissioners," the term "city" as used therein shall be construed as meaning "county" and the term "clerk" as used therein shall be construed as meaning "county clerk," as herein defined, unless a different meaning clearly appears from the context; and provided further that the Governor may appoint any person as commissioner of a regional housing authority who is a qualified elector in the county from which he or she is appointed; and provided further that any commissioner of a regional housing authority may be removed or suspended in the same manner and for the same reason as other officers appointed by the Governor. A regional housing authority shall have power to select any appropriate corporate name.

History.—s. 1, ch. 20220, 1941; s. 87, ch. 97-103.

421.32 Rural housing projects.—County housing authorities and regional housing authorities are specifically empowered and authorized to borrow money, accept grants and exercise their other powers to provide housing for farmers of low income and domestic farm labor as defined in s. 514 of the Federal Housing Act of 1949. In connection with such projects, any such housing authority may enter into such leases or purchase agreements, accept such conveyances and rent or sell dwellings forming part of such projects to or for farmers of low income, as such housing authority deems necessary in order to assure

the achievement of the objectives of this law. Such leases, agreements or conveyances may include such covenants as the housing authority deems appropriate regarding such dwellings and the tracts of land described in any such instrument, which covenants shall be deemed to run with the land where the housing authority deems it necessary and the parties to such instrument so stipulate. In providing housing for farmers of low income, county housing authorities and regional housing authorities shall not be subject to the limitations provided in ss. 421.08(3) and 421.10(3). Nothing contained in this section shall be construed as limiting any other powers of any housing authority.

History.—s. 1, ch. 20220, 1941; s. 3, ch. 65-223.

421.321 Execution of mortgages.—County and regional housing authorities organized under this chapter are authorized to execute mortgages encumbering real property as security for loans made for providing facilities for domestic farm labor pursuant to s. 514 of the Federal Housing Act of 1949.

History.—s. 4, ch. 65-223.

421.33 Housing applications by farmers.—The owner of any farm operated, or worked upon, by farmers of low income in need of safe and sanitary housing may file an application with a housing authority created for a county or a regional housing authority requesting that it provide for a safe and sanitary dwelling or dwellings for occupancy by such farmers of low income. Such applications shall be received and examined by housing authorities in connection with the formulation of projects or programs to provide housing for farmers of low income. Provided, however, that if it becomes necessary for an applicant under this section to convey any portion of the applicant's then homestead in order to take advantages as provided herein, then in that event, the parting with title to a portion of said homestead shall not affect the remaining portion of same, but all rights that said owner may have in and to same under and by virtue of the Constitution of the state or any law passed pursuant thereto, shall be deemed and held to apply to such remaining portion of said land, the title of which remains in said applicant; it being the intention of the Legislature to permit the owner of any farm operated or worked upon by farmers of low income in need of safe and sanitary housing to take advantage of the provisions of this law without jeopardizing their rights in their then homestead by reason of any requirement that may be necessary in order for them to receive the benefits herein provided; and no court shall ever construe that an applicant who has taken advantage of this law has in any manner, shape, or form abandoned his or her rights in any property that is the applicant's then homestead by virtue of such action upon his or her part, but it shall be held, construed, and deemed that such action upon the part of any applicant hereunder was not any abandonment of the applicant's then homestead, and that all rights that the applicant then had therein shall be and remain as provided by the Constitution and any law enacted pursuant thereto.

History.—s. 1, ch. 20220, 1941; s. 7, ch. 22858, 1945; s. 88, ch. 97-103; s. 85, ch. 2000-153.

421.34 Additional definitions.—

(1) "Farmers of low income," as used in this law, shall mean persons or families who at the time of their admission to occupancy in a dwelling of a housing authority:

(a) Live under unsafe or insanitary housing conditions;

(b) Derive their principal income from operating or working upon a farm; and

(c) Had an aggregate average annual net income for the 3 years preceding their admission that was less than the amount determined by the housing authority to be necessary, within its area of operation, to enable them, without financial assistance, to obtain decent, safe, and sanitary housing without overcrowding;

provided, however, that this definition shall not apply to persons using facilities the construction of which was financed with proceeds of loans made pursuant to s. 514 of the Federal Housing Act of 1949.

(2) "Governing body," as used in this law with regard to a county, shall mean the county commissioners or other legislative body of the county.

(3) "Clerk," as used in this law with regard to a county or county authority, shall mean the clerk and accountant of the board of county commissioners or the officer having duties customarily imposed on such clerk.

History.—s. 1, ch. 20220, 1941; s. 5, ch. 65-223.

421.35 Supplemental nature of sections.—The powers conferred by ss. 421.27-421.34 shall be in addition and supplemental to the powers conferred by any other law.

History.—s. 2, ch. 20220, 1941.

421.36 Short title.—Sections 421.27-421.35 may be cited and referred to as the "Rural Housing Authorities Law of Florida."

History.—s. 1, ch. 20220, 1941.

421.46 Organization and establishment of housing authorities validated.—The establishment and organization of housing authorities under the provisions of the Housing Authorities Law of this state together with all proceedings, acts and things heretofore undertaken, performed or done with reference thereto, are hereby validated, ratified, confirmed, approved and declared legal in all respects, notwithstanding any defect or irregularity therein or any want of statutory authority.

History.—s. 1, ch. 20222, 1941.

421.47 Contracts and undertakings of housing authorities validated.—All contracts, agreements, obligations, and undertakings of such housing authorities heretofore entered into relating to financing or aiding in the development, construction, maintenance, or operation of any housing project or projects or to obtaining aid therefor from the United States Department of Housing and Urban Development, including, without limiting the generality of the foregoing, loan and annual contributions contracts and leases with the United States Department of Housing and Urban Development, agreements with municipalities or other public bodies, including those which are pledged or authorized to be pledged for the protection of the holders of any notes or bonds issued by such housing authorities or which are otherwise made a part of the contract with such holders of notes or bonds, relating to cooperation and contributions in aid of housing projects, payments, if any, in lieu of taxes, furnishing of municipal services and facilities, and the elimination of unsafe and insanitary dwellings, and contracts for the construction of housing projects, together with all proceedings, acts, and things heretofore undertaken, performed, or done with reference thereto, are hereby validated, ratified, confirmed, approved, and declared legal in all respects, notwithstanding any defect or irregularity therein or any want of statutory authority.

History.—s. 2, ch. 20222, 1941; s. 9, ch. 78-165.

421.48 Notes and bonds of housing authorities validated.—All proceedings, laws and things heretofore undertaken, performed or done in or for the authorization, issuance, execution and delivery of notes and bonds by housing authorities for the purpose of financing or aiding in the development or construction of a housing project or projects, and all notes and bonds heretofore issued by housing authorities are hereby validated, ratified, confirmed, approved and declared legal in all respects, notwithstanding any defect or irregularity therein or any want of statutory authority.

History.—s. 3, ch. 20222, 1941.

421.49 Area of operation of housing authorities for defense housing.—In the development or the administration of projects, under ss. 421.46-421.48, to assure the availability of safe and sanitary dwellings for persons engaged in national defense activities or in otherwise carrying out the purposes of such law, or in the administration of such projects in accordance with the provisions of the housing authorities law, a housing authority of a city may exercise its powers within the territorial boundaries of said city and an area within 10 miles from said boundaries, excluding the area within the territorial boundaries of any other city which has heretofore established a housing authority.

History.—s. 1, ch. 20249, 1941; s. 100, ch. 2007-5.

421.50 Decreasing area of operation of regional authority.—

(1) The area of operation of a regional housing authority shall be decreased from time to time to exclude one or more counties from such area if the governing body of each of the counties in such area and the commissioners of the regional housing authority each adopt a resolution declaring that there is a need for excluding such county or counties from such area; provided, that no action may be taken pursuant to this section if the regional housing authority has outstanding any bonds, debentures or notes unless first, all holders of such bonds, debentures or notes consent in writing to such action; and provided, that if such action decreases the area of operation of the regional housing authority to only one county, such authority shall thereupon constitute and become a housing authority for such county, in the same manner as though such authority were created by and authorized to transact business and exercise its powers pursuant to s. 421.04 or s. 421.27, and the commissioners of such authority shall be thereupon appointed as provided for the appointment of commissioners of a housing authority created for a county. The governing body of each of the counties in the area of operation of the regional housing authority and the commissioners of the regional housing authority shall adopt a resolution declaring that there is a need for excluding a county or counties from such area only if each such governing body and the commissioners of the regional housing authority find that, because of facts arising or determined subsequent to the time when such area first included the county or counties to be excluded, the regional housing authority would be a more efficient or economical administrative unit if such county or counties were excluded from such area.

(2) The governing body of a county shall not adopt any resolution authorized by this section unless a public hearing has first been held in accordance with the provisions of the Housing Authorities Law.

(3) A certificate of the appointment of any commissioner of a regional housing authority shall be filed with the county clerk of the county from which the commissioner is appointed, and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner. The commissioners of a regional housing authority shall be appointed for terms of 4 years, except that all vacancies shall be filled for the unexpired terms. Each commissioner shall hold office until a successor has been appointed and has qualified, except as otherwise provided herein. The Governor shall thereafter appoint the successor of each commissioner of a regional housing authority.

(4) The commissioners appointed as aforesaid shall constitute the regional housing authority, and the powers of such authority shall be vested in such commissioners in office from time to time.

(5) The commissioners of a regional housing authority shall elect a chair from among the commissioners and shall have power to select or employ such other officers and employees as the regional housing authority may require. A majority of the commissioners of a regional housing authority shall constitute a quorum of such authority for the purpose of conducting its business and exercising its powers and for all other purposes.

History.—s. 3, ch. 21699, 1943; s. 90, ch. 97-103.

421.51 Authority for county excluded from regional authority.—At any time after a county or counties is excluded from the area of operation of a regional housing authority as provided above, the governing body of any such county may adopt a resolution declaring that there is a need for a housing authority in the county, if the governing body shall declare and find such need according to the provisions of the Housing Authorities Law. Thereupon a public body corporate and politic, to be known as the "housing authority of the county," shall exist for such county and may transact business and exercise its powers in the same manner as though created by the Housing Authorities Law. Nothing contained herein shall be construed as preventing such county from thereafter being included within the area of operation of a regional housing authority as provided in s. 421.28 or s. 421.29.

History.—s. 4, ch. 21699, 1943.

421.52 Authorities; creation, obligations, etc., validated.—

(1) The creation, establishment and organization of housing authorities under the provisions of chapter 17981, Laws of Florida, 1937, as amended, or chapter 20220, Laws of Florida, 1941 (ss. 421.01-421.36), together with all proceedings, acts and things heretofore undertaken or done with reference thereto, are hereby validated and declared legal in all respects.

(2) All agreements and undertakings of such housing authorities heretofore entered into, relating to financing, or aiding in the development or operation of any housing projects, including, without limiting the generality of the foregoing, loan and annual contributions contracts, agency contracts, and leases, agreements with municipalities or other public bodies, including those which are pledged or authorized to be pledged for the protection of the holders of any notes or debentures issued by such housing authorities or which are otherwise made a part of the contract with such holders of notes or debentures, relating to cooperation in aid of housing projects, payments to public bodies in the state, furnishing of municipal services and facilities and the elimination of unsafe and insanitary dwellings, and contracts for the construction of housing projects, together with all proceedings, acts and things heretofore undertaken or done with reference thereto, are hereby validated and declared legal in all respects.

(3) All proceedings, acts and things heretofore undertaken or done in or for the authorization, issuance, execution and delivery of notes and debentures by housing authorities for the purpose of financing or aiding in the development or construction of a housing project or projects, and all notes and debentures heretofore issued by housing authorities are hereby validated and declared legal in all respects.

History.—ss. 1-3, ch. 21698, 1943.

PART II
MISCELLANEOUS PROVISIONS

421.55 Relocation of displaced persons.

421.55 Relocation of displaced persons.—

(1) It is the intent of the Legislature to authorize the state and its departments, agencies, political subdivisions, and legislatively established port and airport authorities to comply with the provisions and requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987, Pub. L. No. 100-17, in those public projects or programs for which federal or federal-aid funds are available and are used.

(2) As used in this section:

(a) "State" means the State of Florida, any department, agency or political subdivision thereof, or any port or airport authority established by the Legislature.

(b) "Public Law No. 100-17" means the Surface Transportation and Uniform Relocation Assistance Act of 1987 adopted by the United States Congress.

(c) "Displaced person" means any individual, partnership, corporation, or association that is required to move from any real property on or after March 20, 1972, as a result of the acquisition of such real property for public purposes, or who, as the result of the acquisition for public purposes of real property on which such person is conducting a business or farm operation as defined in Pub. L. No. 100-17, is required to move said business or farm operation.

(3) The state is authorized and empowered, in acquiring real property for use in any public project or program in which federal or federal-aid funds are used, to make all such relocation and other payments to or for displaced persons as are required under the provisions of Pub. L. No. 100-17, and to provide such displaced persons with relocation services and make available to them replacement dwellings, as required by Pub. L. No. 100-17.

(4) The state is authorized and empowered, in acquiring real property for use in any public project or program in which federal or federal-aid funds are used, to follow and conform with the land acquisition policies set forth in Pub. L. No. 100-17, and to pay or reimburse owners of property so acquired in the manner specified in Pub. L. No. 100-17. This authority shall include, as to federal-aid highways and airports, as a last resort, the use of eminent domain powers to acquire real property for replacement housing as required by Pub. L. No. 100-17.

History.—ss. 1, 2, 3, 4, ch. 72-71; s. 2, ch. 89-209.

Copyright © 1995-2014 The Florida Legislature • Privacy Statement • Contact Us

Housing Authority of Pompano Beach MEMBERS

Name	Address	District	Phone	Appointed	Expires	Reso No.
Gladys M. Sutton	2731 N.E. 2nd Terrace (33064)	2	954-785-9411	7/23/2013	9/10/2017	2013-338
			954-357-6765 (O)			
Jimmie L. Glenn	416 N.W. 9th Avenue (33060)	4	954-946-1696	7/23/2013	9/10/2017	2013-337
			954-785-7200 (o)			
Willie Ruth Heath	1510 NW 17th Ave., (33069)	4	954-970-2960	9/27/2011	10/4/2015	2011-347
	Heath.Willie@att.net					
Carolyn Rhone	780 N.W. 23rd Terrace (33069)	5	954-972-7295 c	7/26/2011	9/10/2015	2011-300
			(561) 395-7100 (O)			
VACANCY	128 N.W. 15th Court (33060)	4	954-931-1150 h	7/26/2011	9/10/2015	2011-301
			800- 509-7592		**K. McDougal Term**	

Contact: Jimmie Glenn	954-946-1696
Cassandra Bell - Secretary	954-785-7200 ext. 236
	cbell@hapb.org

Meets: Third Wednesday of each month @ 4:00pm in the Housing Authority Office
321 W. Atlantic Blvd. (954-785-7200)
Established: City Resolution No. 286

Revised 08/09/11

Meeting Date: January 13, 2015

Agenda Item 37

REQUESTED COMMISSION ACTION:

Consent	Ordinance	Resolution	x	Consideration/ Discussion	Presentation

SHORT TITLE Selection of City Attorney.

Summary of Purpose and Why:

Consideration and discussion of the City Commission directly selecting a new City Attorney or hiring a placement firm or recruiter to assist with the search for a new City Attorney.

(1) Origin of request for this action: City Commission
(2) Primary staff contact: Gordon B. Linn, City Attorney Ext. 4614
(3) Expiration of contract, if applicable:
(4) Fiscal impact and source of funding:

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
City Attorney	12/19/14		See City Attorney's Comm. #2015-360-

X City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
2nd Reading			

l:comsn/2015-386

City Attorney's Communication #2015-360
December 19, 2014

TO: Mayor and City Commission

FROM: Gordon B. Linn, City Attorney

RE: Selection of City Attorney

Usually, the selection of a City Attorney as with any municipal appointed official, is by one of two means. The selection may be done directly by the commission when the commission is aware of a candidate whom they believe would be as good as any other available in the market place. Such was the situation with the recent appointment by the City Commission of the City Clerk.

Alternatively, the City Commission could commence a search to find the best-suited candidate or law firm. Typically, a search firm, sometimes referred to as a placement firm or recruiter, is retained to assist with the search. Usually, a search firm could expedite the process quicker than using in-house employees, and a search firm should have the expertise to provide a short list of candidates for the City Commission to review. Additionally, using a search firm may give the appearance of fairness and openness to outside observers.

Should you desire to use a search firm the Human Resources Director, Mr. Smith, has provided me with a list of search firms, which are actively employed in the State of Florida and have some expertise in the selection of municipal applicants. A copy of that list is attached for your review.

Should you have any further questions regarding this matter please feel free to contact me.

GORDON B. LINN

GBL/jrm
l:cor/comsn/2015-360

Attachment

cc: Dennis W. Beach, City Manager

Gordon Linn

From: Michael Smith
Sent: Monday, December 15, 2014 2:58 PM
To: Gordon Linn
Subject: Executive Seach Firms

Slavin Management Consultants
3040 Holcomb Bridge Road
Suite A-1
Norcross, Georgia 30071
Phone: 770-449-4656
Fax: 770-416-0848

http://www.slavinmanagementconsultants.com/search_overview.shtml

Ralph Anderson and Associates
5800 Stanford Ranch Road, Suite 410
Rocklin, CA 95765
916.630.4900
916.630.4911 (fax)
http://www.ralphandersen.com

The Waters Consulting Group
Dallas, TX - Headquarters (see website for other regional locations)
5050 Quorum Dr. - Suite 625
Dallas, TX 75254
Phone: 972.481.1950
Toll-free: 800.899.1669
Fax: 972.481.1951
http://www.watersconsulting.com

Korn-Ferry International
1900 Avenue of the Stars, Suite 2600
Los Angeles, CA 90067
310.552.1834

Atlanta Office
1201 West Peachtree Street, NW
Suite 2500
Atlanta, GA 30309
Phone: +1 404 577 7542
Office Head: Bob Baxter

http://www.kornferry.com/

Mercer Group Inc
5579 B Chamblee Dunwoody Road, Suite 511
Atlanta, GA 30338
770.551.0403
770.399.9749 (fax)
JMercer@mercergroupinc.com

http://www.mercergroupinc.com/exec_search.html

Colin Benzaeger and Associates
12970 Dartford Trail, Suite 8
Wellington, FL 33414
561.707.3537
colin@cb-asso.com

www.cb-asso.com

Strategic Government Resources
PO Box 1642
Keller, TX 76244
817.337.8581
https://www.**governmentresource**.com

Affion Public, LLC
2120 Market Street, Suite 100
Camp Hill, PA 17011
888.321.4922
info@affionpublic.com:
www.**affionpublic**.com