

Meeting Date: 01/27/15

Agenda Item 1

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE Approval to award Bid L-13-15, Concrete Ready-Mix Delivered, to the low bidder
Cemex Construction Materials FL, LLC as prime contractor and to Banaszak Concrete
Corporation as alternate contractor, for annual, open contracts, at an estimated cost
of \$211,750.00 annually.

Summary of Purpose and Why:

Bid L-13-15 was issued to establish an open-end contract for the purchase of ready-mix concrete, delivered as needed, for use by the Public Works Department (Streets) for repairs, and installation of sidewalks, throughout the City. Bids were evaluated based on total cost to the City, including product cost and cost for waiting time for deliveries. Bid award is recommended to the low bidder, Cemex Construction Materials FL, LLC, as the primary contractor, with Banaszak Concrete Corporation as the alternate contractor should the materials be unavailable from the primary contractor, at the unit prices bid. The contract period is one year, commencing upon award, with contract renewal possible as stated in the bid specifications. Based on estimated quantity of concrete to be purchased, and the unit prices submitted by the recommended primary contractor, annual expenditures for concrete may total \$211,750.00. This solicitation was assigned a voluntary 5% Local Business participation goal, and a 5% Small Business Enterprise participation goal; the recommended bidder is a Local Business, but did not indicate SBE participation. City Commission approval of this contract award is requested.

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director 954 786-4097
- (3) Expiration of contract, if applicable: see above
- (4) Fiscal impact and source of funding: As needed, from budgeted funds in account 302-7304-530.65-12,
City Sidewalk Repair Project.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>1/15/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
General Services	<u>1/5/15</u>	<u>APPROVE</u>	<u>[Signature]</u>
Finance	<u>1/16/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>1/16-15</u>	<u>Approval</u>	<u>[Signature]</u>

[Signature]

City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM

Purchasing #15-033
January 5, 2015

To: Dennis W. Beach, City Manager
Through: Otis J. Thomas, General Services Director *OT*
From: Cassandra LeMasurier, Purchasing Supervisor *CL*
Subject: Award Bid L-13-15, Concrete Ready-Mix Delivered

Contract Need/Background

Bid L-13-15 was issued to establish an annual, open-end contract for the purchase of ready-mix concrete, delivered, as needed by the Public Works Department. This bid solicitation was structured to evaluate the total cost to the City for concrete from the various bidders, including the direct product cost as priced in the bid proposal, and the cost to the City to wait for the arrival of additional loads of concrete during a large concrete pour.

Based on the estimated quantity of concrete required during a twelve-month period, plus vendors' environmental charges, plus the cost of waiting time, which was directly related to the location of the vendors' concrete production facility, the total costs to the City would be:

Cemex Construction Materials FL, LLC..... \$216,543.00
Banaszak Concrete Corporation.....\$233,638.00

Therefore, the lowest responsive bidder is Cemex Construction Materials FL, LLC, with Banaszak Concrete Corporation the second-lowest bidder.

Attached you will find copies of a memorandum and the bid award recommendation form submitted by the Public Works Director, and copies of the bid tabulation, and bid solicitation document. The primary bid award is recommended to the low responsive bidder, Cemex Construction Materials FL, LLC, with Banaszak Concrete Corporation designated as the alternate contractor to provide the City a source of supply should the primary contractor be unable to supply product when required.

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 total value of this contract, based on the unit prices from the recommended primary contractor, and the estimated quantity of various types of concrete to be purchased, is \$211,750.00. Purchases will be made, as needed, from budgeted funds account 302-7304-530.65-12, City Sidewalk Repair Project.

Purchasing #15-033

Page 2

January 5, 2015

Award Recommendation

It is recommended that a contract award be made to the low responsive bidder, Cemex Construction Materials FL, LLC, as the primary contractor, at the unit prices bid. Banaszak Concrete Corporation will be designated as the alternate contractor, at the unit prices bid. The contract period will be one year, commencing upon award by the Commission. The contract may be renewed for an additional one year period, subject to the terms and conditions contained in the bid specifications. This solicitation was assigned a voluntary 5% Local Business participation goal, and a 5% Small Business Enterprise participation goal; the recommended bidder is a Local Business, but did not indicate SBE participation.

Enclosures

cc: file



Phone: (954) 786-4107

City of Pompano Beach
Public Works Department

Fax: (954) 786-4011

MEMORANDUM NO.ST14-022

DATE: December 29, 2014
TO: Otis Thomas, General Service Director
FROM: Michael B. Carter, Streets Superintendent *M. Carter*
VIA: Robert McCaughan, Public Works Director *RM*
SUBJECT: **Bid No. L-13-15**

Attached is the Bid Award Recommendation Form. I have completed all the necessary information. I recommend Bid #L-13-15 be awarded to CEMEX construction Materials as the primary contractor, and Banaszak Concrete Corporation, to be the secondary contractor for ready mix concrete, to be delivered to jobsites as ordered.

This material will be used for repairs as well as installation of sidewalk, water and sewer cut and new projects in various locations throughout the City.

BID AWARD RECOMMENDATION FORM

From: Purchasing Division Cassie LeMasurier Date 12/22/2014

To: Public Works Streets Division Department Attn.: Michael Carter 

Subject: Bid No. L-13-15 Item/service: Concrete Ready-Mix Delivered

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: 302-7304-530-65-12

Title: City Sidewalk

2. RECOMMENDATION:

(a) Which bidder do you recommend?

Cemex Construction Materials FL (primary), and Banaszak Concrete Corporation (secondary)

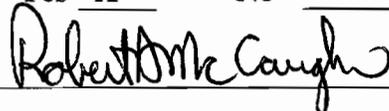
(b) Is the recommended bid the lowest bid received?

Yes X No

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

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

Yes X No Not applicable for this bid X

Signature: 

Date: 12/29/14

Title: Public Works Director
(Department Head)

CITY OF POMPANO BEACH -- BID TABULATION
 Bid #: L-13-15 Title: Concrete, Ready-Mix, Delivered
 Date 12/22/2014

Bidder:	Banaszak Concrete Corporation, 2401 College Avenue, Davie, FL 33317	Cemex Constr. Materials FL LLC, 1150 N.W. 24th Street, Pompano Beach, FL 33064
2,500 p.s.i. ready-mix concrete, per cy:	\$102.00	\$93.00
Total for 100 cy:	\$10,200.00	\$9,300.00
3,000 p.s.i. ready-mix concrete, per cy:	\$104.00	\$95.00
Total for 1740 cy:	\$180,960.00	\$165,300.00
3,000 p.s.i. ready-mix (pump mix) concrete with pea rock, per cy:	\$112.00	\$105.00
Total for 250 cy:	\$28,000.00	\$26,250.00
4,000 p.s.i. ready-mix concrete, per cy:	\$116.00	\$109.00
Total for 100 cy:	\$11,600.00	\$10,900.00
GRAND TOTAL:	\$230,760.00	\$211,750.00
Environmental fee per cy:		
OR Environmental fee per load:	\$6.00	\$20.00
Minimum ordering amt. (over short load) =	5 cubic yards	7.5 cubic yards
Short load charge =	\$100.00	\$350 1-3 yards, \$250 4-7 yards
Diversion charge =	\$50.00	\$0.00
Holding time charge will apply after =	3 hours	60 mins
Holding time charge =	\$100.00	\$1.50/min
Location of concrete manufacturing plant:	2401 College Avenue, Davie, FL 33317	1150 N.W. 24th Street, Pompano Beach, FL 33064
Estimated round-trip transit time from plant to Streets office:	23 minutes	6 minutes
Maximum number of days required to schedule order:	3 calendar days	n/a
Notes:		
SBE participation goal 5%:	no SBE participation	no SBE participation
Local Business participation goal 5%:	no Local participation	Bidder is a local business

Total cost to the City:

Formula is: 1.) + 2.) + 3.) = Total Cost; see below for definitions

Banaszak Concrete=	$\$230,760 + \$1,314 + \$1,564 =$	\$233,638.00
Cemex Construction Materials =	$\$211,750 + \$4,385 + \$408 =$	\$216,543.00

Total cost assumptions:

48 Deliveries per year contract term will consist of at least two loads.

The wage cost for the City's concrete crew totals \$85.00 per hour.

Total cost to the City will include:

- 1.) The material cost, which shall equal the Grand Total calculated from the unit prices bid.
- 2.) The "environmental fee" charges, which will be calculated based on the fee per cubic yard multiplied by the total number of cubic yards to be ordered per year, or the fee per load multiplied by the total number of cubic yards per year, divided by 10 (full load equals 10 cy).
- 3.) The cost to the City for waiting time, which will be calculated based on the travel time from the concrete plant to the Streets office (round trip), multiplied by 48 (number of deliveries per year requiring more than one load), multiplied by \$85.00 per hour.

Material Cost (see next page for unit pricing and estimated quantities)

1.) Banaszak Concrete = \$230,760

1.) Cemex = \$211,750

Environmental Fee

2.) Banaszak Concrete = \$6 per load; $\$6 \times 2,190 \text{ cy} / 10 = \$1,314$

2.) Cemex = \$15 per load; $\$15 \times 2,190 \text{ cy} / 10 = \$4,385$

Waiting Time

3.) Banaszak Concrete = 23 min. round trip x 48 = 1,104 min.,
 $1,104 \text{ min.} / 60 \text{ min.} = 18.4 \text{ hrs.}, 18.4 \text{ hrs.} \times \$85.00 = \$1,564$

3.) Cemex = 6 min. round trip x 48 = 288 min.,
 $288 \text{ min.} / 60 \text{ min.} = 4.8 \text{ hrs.}, 4.8 \text{ hrs.} \times \$85.00 = \$408$



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

BID L-13-15 -- CONCRETE, READY-MIX, DELIVERED

November 20, 2014

The City of Pompano Beach is currently soliciting bids to establish contracts for the purchase of ready mix concrete, delivered to the job site, when needed by the City. Sealed bids will be received until **2:00 p.m. (local), December 22, 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 Cassandra LeMasurier, Purchasing Supervisor at (954) 786-4098.

SECTION I - SPECIFICATIONS/SPECIAL CONDITIONS

A. Intent

The intent of this bid is to establish a primary, and an alternate, open-end contract for the purchase of ready mix concrete, delivered, as and when needed. Concrete is used by the City for the installation and repair of sidewalks, driveways, slabs, etc. Bids are requested from companies regularly engaged in the furnishing and delivery of ready mix concrete in various mixtures/strengths. Bidders must have sufficient plant production and delivery trucks to meet the needs of the City on a regular, ongoing basis.

The City reserves the right to make a pre award inspection of the bidder's facilities and equipment before award of contract. Additionally, the City reserves the right to verify travel times estimated by bidders in their proposals.

B. Contract Period

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

The contract shall be automatically renewed for a second one-year period unless the General Services Director or the successful bidder receiving award shall give notice to the other party of intent not to renew for the second period, which notice must be delivered by certified mail and must be received at least sixty (60) days prior to the end of the initial contract period. 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. Ready mix concrete will be ordered as needed by the City.

D. Bid Items/Grouping

Like items within this bid are grouped. Bidders may submit bids on any or all groups. If bidding a group, all items within that group must be priced, for the bid to be considered.

E. Basis of Award

The primary contract award will be made to the lowest responsive, responsible bidder based on the total cost to the City. Total cost to the City will include material cost (Grand Total), "environmental fee" charges, and an amount to be calculated for waiting time cost to the City. An alternate, secondary award will be made to the second-lowest responsive, responsible bidder to provide the City a source of supply should the primary contractor be unable to supply product when required.

F. Pricing

All prices bid shall be F.O.B. destination/delivered to the job location for each order, which shall be within the city limits of the City of Pompano Beach. Prices bid per cubic yard are to include all per yard charges, including cost of product and transportation.

If bidder charges an "environmental fee" in addition to other charges, this fee must be identified in their bid proposal. Fee must be clearly stated as applying per yard or per load. For bid tabulation purposes, fees stated per load will be evaluated as applying to a ten (10) cubic yard load.

The City will not pay any "fuel surcharges".

G. Delivery

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.

H. 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.

I. 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.

The City has set a 5% voluntary Small Business Enterprise Goal for this project. SBE Forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

Please indicate in your response if your firm is a certified Small Business Enterprise, and include the completed "Good Faith Effort Report" form with your bid proposal. SBE forms are included at the end of this bid solicitation. Bidders should submit Exhibit A, detailing the list of SBE firms to be used on the proposed contract, and a completed Letter of Intent, Exhibit B, for all participating SBE firms. Submit Exhibit C listing SBE firms that were solicited but not selected. Submit Exhibit D explaining your firm's good faith efforts to include SBE firms on this contract.

J. 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/departement_directory/development_services/business_tax_receipt_division/business_tax_receipt_division.html.php

The City has set a 5% voluntary Local Business goal for this project. Local Business program forms are located at the end of this bid solicitation, and all firms responding must return a response of participation or non-participation in order to be considered for bid evaluation purposes.

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, listing the local businesses that will be used on the contract, and the Letter of Intent Form from each local business that will participate in the contract. Bidders should utilize businesses that are physically located in the City of Pompano Beach with a current Business Tax Receipt. Bidders who are unable to meet the recommended voluntary goals should also provide the Local Business Unavailability

Form, listing firms that were contacted but not available, and the Good Faith Effort Report describing the efforts made to include local business participation in the contract.

K. Detail Specifications

1. Product Required -- Ready Mix Concrete:

- a. 2,500 p.s.i. -- estimated quantity required over a twelve month period 100 cubic yards.
- b. 3,000 p.s.i. -- estimated quantity required over a twelve month period 1,740 cubic yards.
- c. 3,000 p.s.i. pump mix with pea rock -- estimated quantity required over a twelve month period 250 cubic yards.
- d. 4,000 p.s.i. pump mix with pea rock -- estimated quantity required over a twelve month period 100 cubic yards.

2. Minimum ordering amount (over short load) shall be stated by bidder in their proposal.

3. Environmental Fee

If bidder charges an "environmental fee" in addition to other charges, this fee must be identified in their bid proposal. Fee must be clearly stated as applying per yard or per load. For bid tabulation purposes, fees stated per load will be evaluated as applying to a ten (10) cubic yard load. The overall annual cost to the City will be calculated to include all environmental fee charges applicable, and for this calculation, the City will assume orders placed are full loads.

4. Other Charges

Bidder must state charges for the following in their proposal. These charges will not be used in determining bid award, but will be paid to the awarded contractor, if and when applicable. Charges must be firm for the entire contract period.

- a. Diversion Charge
- b. Short Load Charge
- c. Holding Time Charge (state when holding time charge will apply)

5. State the maximum number of days in advance required to schedule an order in the proposal

6. Special Requirement - Manufacturing Plant Location

Transit time from the concrete manufacturing plant will be considered during bid evaluation. For purposes of evaluation, transit time shall be calculated from point of manufacture to the Street Division Office, 1190 N.E. 3rd Avenue, Building B, Pompano Beach, Florida, 33060. All bidders shall furnish the address of their

manufacturing plant in their proposal, and shall estimate transit time from the plant to the above City location.

L. 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

Bidder Name _____

<input type="checkbox"/>	explosion & collapse hazard	property damage
<input type="checkbox"/>	underground hazard	
XX	products/completed operations hazard	
XX	contractual insurance	bodily injury and 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)
		bodily injury (each accident)
XX	comprehensive form	
XX	owned	property damage
XX	hired	bodily injury and property damage
XX	non-owned	combined

REAL & PERSONAL PROPERTY

XX	comprehensive form	Organization must show proof they have this coverage.
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EXCESS LIABILITY

<input type="checkbox"/>	umbrella form	bodily injury and property damage		
<input type="checkbox"/>	other than umbrella	combined	\$2,000,000.	\$2,000,000.

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.

M. 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

Bidder Name _____

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: L-13-15 CONCRETE, READY-MIX, DELIVERED".
 - 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

6. Delivery

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

Estimated Annual Quantity	Description	Unit Price	Total
100 cubic yards	2,500 p.s.i. ready-mix concrete	\$ _____/cy	\$ _____
1,740 cubic yards	3,000 p.s.i. ready-mix concrete	\$ _____/cy	\$ _____
250 cubic yards	3,000 p.s.i. ready-mix (pump mix) concrete with pea rock	\$ _____/cy	\$ _____
100 cubic yards	4,000 p.s.i. ready-mix (pump mix) concrete with pea rock	\$ _____/cy	\$ _____
	GRAND TOTAL		\$ _____

"Environmental Fee" per cubic yard: _____
 --OR-- per load: _____

Other Charges/Information:

Minimum ordering amount (over short load): _____

Short load charge: \$ _____

Diversion charge: \$ _____

Holding time charge will apply after _____ (time period)

Holding time charge: \$ _____

State location of manufacturing plant from which concrete will originate:

.....

 zip

State estimated transit time from point of manufacture to the Street Division Office, 1190 N.E. 3rd Avenue, Building B, Pompano Beach, Florida, 33060:

Bidder Name _____

..... minutes

Maximum number of days required to schedule an order: _____ calendar days

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:

Bidder Name _____

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):

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.**

Bidder Name _____

CITY OF POMPANO BEACH, FLORIDA
SMALL BUSINESS ENTERPRISE
PARTICIPATION FORM

Bid Number & Title: _____ Contractor's Name: _____

<u>Name of Firm</u>	<u>Contact Person, Telephone</u>	<u>Type of Work to be Performed</u>	<u>Contract Amount</u>

(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

SBE EXHIBIT "A"

Bidder Name _____

LETTER OF INTENT TO PERFORM AS A 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 "B"

Bidder Name _____

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 Name, 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 "C"

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 ?

Bidder Name _____

7. List the SBEs you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

Note: Please attach the unavailability letters with this report.

SBE EXHIBIT "D"

Bidder Name _____

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: _____

LOCAL BUSINESS EXHIBIT "B"

Bidder Name _____

**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.

LOCAL BUSINESS EXHIBIT "C"

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.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

Bidder Name _____

LOCAL BUSINESS EXHIBIT "D"

Bidder Name _____

**STATEMENT OF NO RESPONSE
L-13-15 -- CONCRETE, READY-MIX, DELIVERED**

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: January 27, 2015

Agenda Item 2

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> 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 **TERRENCE DAVIS** TO THE CULTURAL ARTS COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY DOCKSWELL 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/Ascelela Hammond Ext. 4611
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>City Clerk's Office</u>	<u>1/20/15</u>	<u>Approve</u>	<u>[Signature]</u>
<input checked="" type="checkbox"/> City Manager	_____	_____	<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1 st Reading _____	1 st Reading _____	Results: _____	Results: _____
2 nd 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 TERRENCE DAVIS TO THE CULTURAL ARTS COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER BARRY DOCKSWELL TO COINCIDE WITH THE TERM OF THE APPOINTING OFFICIAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Terrence Davis 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 Terrence Davis is hereby appointed to the Cultural Arts Committee of the City of Pompano Beach, as appointee of Commissioner Barry Dockswell 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 CITY OF POMPANO BEACH
ADVISORY BOARD / COMMITTEE OFFICE OF THE CITY CLERK

APPLICATION

2012 OCT 26 PM 2:44

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: TERRENCE DAVIS
(Optional)

Residence Information:

Home Address: 2708 N.E. 14th ST. Townhouse #3
City/State/Zip: POMPANO BEACH FL 33062
Home Phone: 954-975-2951 Cell Phone: 954-592-8370
Email: TCRRV AT THE BEACH @ AOL.COM Fax: _____

Business Information:

Employer/Business Name: N/A
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: _____

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input checked="" type="checkbox"/> Affordable Housing	<input type="checkbox"/> Cultural Arts	<input type="checkbox"/> Parks and Recreation
<input type="checkbox"/> Air Park	<input type="checkbox"/> Education	<input type="checkbox"/> *Planning & Zoning/Local Planning Agency
<input type="checkbox"/> Architectural Appearance	<input type="checkbox"/> Emergency Medical Services	<input type="checkbox"/> *Police & Firefighter's Retirement System
<input type="checkbox"/> Budget Review	<input type="checkbox"/> *Employee's Board of Appeals	<input type="checkbox"/> Pompano Beach Economic Development Council
<input type="checkbox"/> Charter Amendment	<input checked="" type="checkbox"/> Employee's Health Insurance	<input type="checkbox"/> Public Art Committee
<input type="checkbox"/> Community Appearance	<input type="checkbox"/> *General Employee's Retirement System	<input type="checkbox"/> Recycling & Solid Waste
<input type="checkbox"/> *Community Development	<input type="checkbox"/> Golf	<input type="checkbox"/> Sand & Spurs Riding Stables
<input type="checkbox"/> CRA East	<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Marine
<input type="checkbox"/> CRA West	<input type="checkbox"/> *Housing Authority of Pompano Beach	<input type="checkbox"/> *Unsafe Structures
		<input type="checkbox"/> *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: See resume

Experience:

Past Positions:

Hobbies:

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: Juronic K

Date: 10-25-12

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.

Terrence Davis

2708 N.E. 14th Street, Townhouse #3

Pompano Beach, Florida 33062

October 23, 2012

To Whom It May Concern,

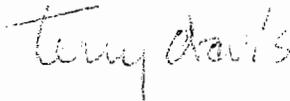
I am writing this to express my interest in serving on the Advisory Board for the new arts program. As a full-time resident of Pompano Beach, I am thrilled that the city is making a concerted effort to enhance and expand arts and culture in our beautiful sea-side home.

As you will see from my resume, I have decades of experience in the visual arts as a curator, exhibit designer, arts administrator and art consultant. I also have extensive experience in art sales, marketing and public relations. It would be my honor to share what knowledge I have in assisting this great cause.

Having founded an exhibit space in Fort Lauderdale (from scratch) and having started commercial art galleries in Miami and at the Hard Rock Hotel & Casino in Hollywood (again, from scratch) I can tell you, the 'growing pains' are considerable. It is my goal to help avoid any costly mistakes or useless experiments and put experience at the forefront. I want this venture to, very much, hit the ground running. I believe we can, and will, attract artists, artisans and art lovers who will cherish our city and what it has to offer as much as I do.

If I can be of any assistance, with or without a seat on the board, please do not hesitate to contact me. Thank you for your time and attention.

Sincerely,

A handwritten signature in cursive script that reads "Terrence Davis".

Terrence Davis

TERRENCE DAVIS
2708 N. E. 14TH STREET, TOWNHOUSE #3
POMPANO BEACH, FLORIDA 33062
(954) 975-2951
terryatthebeach@aol.com

New York Experience

Curator, MODERNAGE GALLERY, 1150 Ave. of the Americas, New York City
Volunteer Docent Program, METROPOLITAN MUSEUM OF ART, New York City
Certificate in Exhibit Design, NEW YORK UNIVERSITY, New York City
Master Printer, Retoucher, V.P. of Marketing & Sales, MODERNAGE PHOTOGRAPHIC SERVICES, NYC

Florida Experience

Guest Curator, ARTSERVE, Fort Lauderdale
Curator, ATLANTIC HOTEL, Fort Lauderdale Beach
Founder/Curator, THE EXHIBIT SPACE, Chromatek Imaging, Fort Lauderdale
Curator, ARTOPIA GALLERIES, Miami
Curator, ART BASEL, Miami, exhibits for Artopia, the Berman Gallery and others 5 years running
Art Judge, WOMEN'S LEAGUE OF FT. LAUDERDALE, ARTSERVE, and numerous art competitions
Curator, GALLERY 6, Broward County Main Library, special exhibit, Fort Lauderdale
Art Consultant, dozens of artists nationally, portfolio review to creating marketing strategies
Arts Administrator, JACK GALLERY, Hard Rock Hotel & Casino, Hollywood
Studio Manager, PURVIS YOUNG STUDIO, Miami – Archiving, tracking, sales, promotion, press kits
Curator/Co-founder, CITIZEN CULTURE, producing “renegade” art exhibits in conjunction with Grace Kewl from the Broward County Cultural Commission, Art in Public Places program

Special Skills

8 year resident of Pompano Beach

M.F.A., New York University

Author of 3 novels, numerous articles and short stories, art brochures, promotional booklets and press kits.

Experience in Archiving and Conserving, working with The City of New York Photographic Archive, Bridges and Tunnels Special Archive featuring collective works of O. Winston Link, The Shubert Archive and a number of other collections.

Personal works of Retouching, Restoration and Hand Coloring are in a number of collections, including the permanent archive at The Met in NYC, The Museum of the Holocaust in Washington DC, The Smithsonian and other important museums.

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.

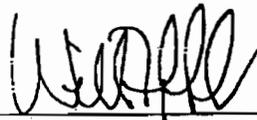
SECTION 7: The members of this Committee shall meet as soon as practicable after adoption of this Resolution and organize by electing from the membership a Chairman. The Committee may adopt rules and regulations for the conduct of its meetings including the methods of calling a meeting. The Committee 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:resol98-283a

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, 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.~~

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.

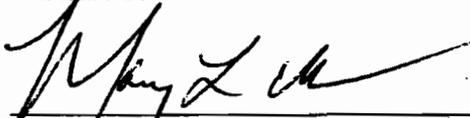
SECTION 4. This Resolution shall become effective upon passage.

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.

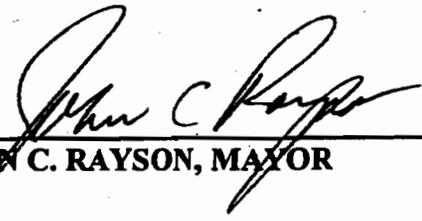
~~The City Commission shall appoint two (2) alternate members of the Cultural Arts Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject 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
l:reso/2004-324

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.

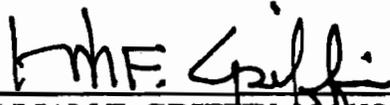
The City Commission shall appoint two (2) alternate members of the Cultural Arts Committee, who are residents of the City, to be designated as Alternate 1 and Alternate 2. Each alternate shall be appointed for a term of three (3) years, said terms to run concurrently. Alternate members shall be subject 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.

...

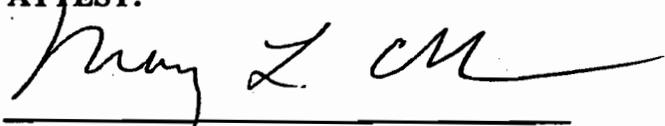
SECTION 2: This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 24th day of April, 2001.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
3/14/01
l:reso/2001-218

Cultural Arts Committee		MEMBERS				
<i>Name</i>	<i>Address</i>	<i>District</i>	<i>Phone</i>	<i>Appointed</i>	<i>Expires</i>	<i>Reso. No.</i>
VACANCY						
Comr. Hardin's Appointee					Coffelt Term	
VACANCY						
Comr. Dockswell's Appointee					Papadimitriou term	
VACANCY						
Vice Mayor Burrie's Appointee					Dubois term	
VACANCY						
Comr. Moss' Appointee					Clovis Term	
Hazel Armbrister	1801 NW 6th Ave., (33060)	4	954-943-6511	1/13/2015	11/1/2016	2015-136
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						
City Commission Appointee						
VACANCY						
City Commission Appointee						
Elizabeth Brunner	Herb Skolnick Center		954-786-4593			

Meets: Fourth Thursday each month @ 5:30pm Emma Lou Olson Civic Center	Established: Resolution No. 98-141 Elections: January Meetings
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Meeting Date: January 27, 2015

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent Ordinance 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 SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HOUSING OPPORTUNITIES PROJECT FOR EXCELLENCE, INC. (HOPE, INC.) PROVIDING FOR THE FUNDING AND ADMINISTRATION OF CDBG FUNDS IN THE AMOUNT OF \$8,000; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

HOPE, Inc. was approved as part of the CDBG Annual Action Plan by the City Commission for the FY 2014-2015 funding year. This project will assist the City of Pompano Beach in effectively meeting its program requirements to "affirmatively further fair housing" as an entitlement jurisdiction receiving CDBG funding (24 CFR 570.601). HOPE will work in partnership with the City to develop programs that can help all residents, including low and moderate-income persons, overcome the impediments to fair housing choice identified in the City's Analysis of Impediments (AI). The AI was approved and accepted by the City Commission through Resolution 2011-79 on November 23, 2010.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Office of Housing and Urban Improvement
- (2) Primary staff contact: Miriam Carrillo, Director Ext. 4656
- (3) Expiration of contract, if applicable: September 30, 2015
- (4) Fiscal impact and source of funding: CDBG Funds in the amount of \$8,000

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
OHUI	<u>1/5/15</u>	<u>Approval</u>	<u>[Signature]</u>
City Attorney	<u>1/14/15</u>	<u>Approval</u>	<u>[Signature]</u>
Finance	<u>1/14/15</u>	<u>Approval</u>	<u>[Signature]</u>

<input checked="" type="checkbox"/> City Manager	<u>[Signature]</u>
	<u>[Signature]</u>

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 SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HOUSING OPPORTUNITIES PROJECT FOR EXCELLENCE, INC. (HOPE, INC.) PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a SUBRECIPIENT Agreement between the City of Pompano Beach and Housing Opportunities Project for Excellence, Inc. (HOPE, Inc.), providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is 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 Housing Opportunities Project for Excellence, Inc. (HOPE, 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

CITY OF POMPANO BEACH, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE PROGRAMS AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is entered into this ____ day of _____, 2014, between the City of Pompano Beach, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **Housing Opportunities Project for Excellence, Inc. (HOPE, Inc.)** a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

FUNDING SOURCE:	<u>Community Development Block Grant Funds</u>
AMOUNT:	<u>\$8,000.00</u>
TERM OF THE AGREEMENT:	<u>October 1, 2014 - September 30, 2015</u>
IDIS NUMBER (to be completed by the City):	_____
DUNS NUMBER:	<u>8742233522</u>
CDFA NUMBER:	<u>14.218</u>

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein set forth, the parties understand and agree as follows:

ARTICLE I
EXHIBITS AND DEFINITIONS

- 1.1 **EXHIBITS.** Attached hereto and forming a part of this Agreement are the following Exhibits:
- Exhibit A Resolution Authorizing Execution of this Agreement
 - Exhibit B Work Program
 - Exhibit C Compensation and Budget Summary
 - Exhibit D Certification Regarding Lobbying Form
 - Exhibit E Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form).
 - Exhibit F Crime Entity Affidavit

Initials 

1.2 DEFINED TERMS.
Act or 24 CFR 570

As used herein the following terms shall mean:
Title I of the Housing and Community Development Act of 1974,
as amended.

Agreement Records:

Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

CDBG Program:

Community Development Block Grant Program.

CDBG Requirements:

The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Pompano Beach, Florida.

Department:

The City of Pompano Beach Office of Housing and Urban Improvement.

Federal Award:

Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

Low-and-Moderate
Income Person:

A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD:

The United States Department of Housing and Urban Development.

ARTICLE II
BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY's execution of this Agreement:

- 2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:
 - 2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.
- 2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).
- 2.4 A list of key staff persons (with their titles) who will carry out the Work Program.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.
- 2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.
- 2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.
- 2.9 A letter accepting the Office of Management and Budget ("OMB") Circular No.A-87 "Principles for Determining Costs Applicable to Grants and Agreements with State, Local and federally recognized Indian Tribal Governments;" OMB Circular No. A-110; OMB Circular Nos. A-122 and A-

21: "Cost Principles for Non-Profit Organizations and Cost Principles for Educational Institutions," as modified by 24 CFR Section 570.502(a)(b); "Applicability of Uniform Administrative Requirements" of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations 24 CFR Part 35.

2.10 Copy of the SUBRECIPIENT'S last federal income tax return (IRS Form 990).

2.11 The following corporate documents:

- (i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT'S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.

2.12 ADA Certification.

2.13 Drug Free Certification.

2.14 All other documents reasonably required by the CITY.

ARTICLE III

TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin upon the date of execution **and end on September 30, 2015.**

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded

through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV

CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

At all times during the term hereof, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions of this Article. The insurance shall list CITY as an additional insured.

4.2.1 SUBRECIPIENT shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. SUBRECIPIENT shall not commence work until the required insurance is in force and evidence of insurance acceptable to CITY has been provided to, and approved by, CITY. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, SUBRECIPIENT shall provide CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

4.2.2 Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"

Part Two: \$ 1,000,000 Each Accident
 \$ 1,000,000 Disease -Policy Limit
 \$ 1,000,000 Disease -Each Employee

If applicable, SUBRECIPIENT may, alternatively, submit its signed acknowledgement on a form provided by CITY that it has fewer than four employees, has elected not to purchase Worker's Compensation insurance to cover those employees, and has posted notice(s) declaring the absence of Worker's Compensation Insurance coverage, as required by the State of Florida.

4.2.3 General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. CITY shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured -Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

 \$ 300,000 General Aggregate
 \$ 200,000 Products/Completed Operations Aggregate
 \$ 200,000 Personal and Advertising Injury
 \$ 200,000 Each Occurrence

4.2.4 Automobile Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for automobile liability, SUBRECIPIENT shall procure Automobile Liability Insurance. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

 \$ 300,000 Each Occurrence -Bodily Injury and Property/Damage Combined

4.2.5 Professional Liability Insurance

If the services and activities as prescribed in the scope of work for this agreement are of the kind that CITY determines could give rise to a claim for sources of liability out of the rendering or failure to render those services, SUBRECIPIENT shall procure Professional Liability Insurance. Such insurance shall be on a form acceptable to CITY and shall cover SUBRECIPIENT for those sources of liability arising out of the rendering or failure to render the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 300,000 Each Claim/Annual Aggregate

- 4.2.6 The insurance provided by SUBRECIPIENT shall apply on a primary basis. Any insurance, or self-insurance, maintained by the SUBRECIPIENT shall be excess of, and shall not contribute with, the insurance provided by SUBRECIPIENT. Except as otherwise specified, no deductible or self-insured retention is permitted.
- 4.2.7 Neither approval nor failure to disapprove insurance furnished by SUBRECIPIENT shall relieve SUBRECIPIENT from responsibility to provide insurance as required by this Agreement.
- 4.2.8 SUBRECIPIENT shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement.
- 4.2.9 SUBRECIPIENT'S failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, CITY may use the services of another SUBRECIPIENT or SUBRECIPIENTS, without CITY'S incurring any liability to SUBRECIPIENT.

4.3 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of three years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable

expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

4.5 CONTINGENCY CLAUSE:

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for CDBG Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

ARTICLE V

AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends \$500,000 or more in the fiscal year it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and OMB Circular A-133. The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

- a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
- b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.
- c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.
- d) a schedule of findings and questioned cost which shall include the requirements of OMB Circular A-133.

5.1.2 If the SUBRECIPIENT expends less than \$500,000 in the fiscal year it is exempted from Federal audit requirements for that year and, consequently, the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

ARTICLE VI
RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

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

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

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;

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

Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Subrecipient 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.

The failure of Subrecipient 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.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be "low- and moderate-income persons" based upon HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:
 - (a) The boundaries of the service area;
 - (b) The income characteristics of families and unrelated individuals in the service area; and
 - (c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);
- (iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:

- (a) Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or
- (b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or
- (c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received

by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

ARTICLE VII

OTHER CDBG PROGRAM REQUIREMENTS

- 7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.
- 7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.
- 7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.
- 7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.
- 7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.
- 7.6 NON-DISCRIMINATION:
- The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status, sexual orientation or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status, sexual orientation or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- 7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).
- 7.8 The Subrecipient and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.
- 7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.
- 7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).
- 7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

- 7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.
- 7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the

terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

- 7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations or the CITY's responsibility for initiating the review process under Executive Order 12372.

ARTICLE VIII

PROGRAM INCOME

- 8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b) (7) of the CDBG Program regulations. The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.
- 8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

- 9.1 REMEDIES FOR NONCOMPLIANCE. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is hereby understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

- 9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.
- 9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
- 9.1.3 Wholly or partly suspend or terminate the current CDBG Funds awarded to the SUBRECIPIENT.
- 9.1.4 Withhold further CDBG grants and/or loans for the SUBRECIPIENT.
- 9.1.5 Take all such other remedies that may be legally available.

9.2 SUSPENSION:

9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

- (i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;
- (ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;
- (iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or
- (iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the CDBG Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

9.3.2 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion, that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or hereafter due, existing, created or arising.

9.3.3 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Said notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X

MISCELLANEOUS PROVISIONS

- 10.1 INDEMNIFICATION. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.
- 10.2 AMENDMENTS. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.
- 10.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.
- It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.
- 10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.
- 10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

10.7.1 SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with CITY except as permitted pursuant to this Agreement. SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having a conflict of interest shall be employed. Any such interests on the part of SUBRECIPIENT or its employees must be disclosed in writing to the CITY. SUBRECIPIENT is aware of the conflict of interest laws for any CDBG activities as per 24 CFR, Part 570.611, which states that anyone controlling or influencing any CDBG activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any CDBG activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest. This prohibition extends for a one-year period after you leave a position with a CDBG activity or project; (c) request for exceptions which may enhance the effectiveness of the CDBG project must be made in writing to the CITY and approved by HUD. In addition, no board members, employees, or any GRANTEE representative may simultaneously serve on the CITY's Community Development Advisory Committee.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110

10.8 HATCH ACT. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

10.9 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.10 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties hereto relating to the CDBG Funds and sets forth the rights, duties, and obligations of each of the parties hereto to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.11 GENERAL CONDITIONS.

10.11.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH

Miriam Carrillo, Director
Office of Housing and Urban Improvement
100 W. Atlantic Blvd., Suite 220
PO Box 1300
Pompano Beach, Florida 33061

SUBRECIPIENT

Keenya J. Robertson
Housing Opportunities Project for Excellence, Inc. (HOPE, Inc.)
11501 NW 2nd Avenue
Miami, Florida 33168

10.11.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.11.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.11.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

- 10.11.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the United States of America, State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- 10.12 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.
- 10.13 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.
- 10.14 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

"SUBRECIPIENT"

Housing Opportunities Project for Excellence, Inc. (HOPE, Inc.) a Florida not-for-profit corporation

Witnesses:

Yesmin Turner

Yesmin Turner
Printed Name

Daniel L. Howe

Daniel L. Howe
Printed Name

By: Keenya J. Robertson
Signature

KEENYA J. ROBERTSON
Name Printed, Typed or Stamped

Title: PRESIDENT & CEO

(SEAL)

STATE OF FLORIDA
COUNTY OF FL

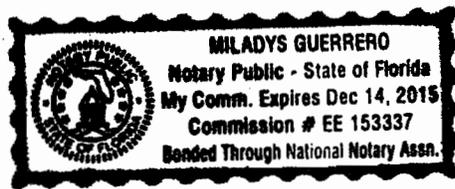
The foregoing instrument was acknowledged before me this 17th day of September, 2014 by Keenya J. Robertson, as President & CEO of HOPE, INC., a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Milady's Guerrero
NOTARY PUBLIC, STATE OF FLORIDA

MILADYS GUERRERO
(Name of Acknowledger Typed, Printed or Stamped)

EE 153337
Commission Number



KE

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
Dennis Beach
CITY MANAGER

Attest:

ASCELETA HAMMOND
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 BEACH, as City Manager and MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, a municipal Florida 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

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 SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND HOUSING OPPORTUNITIES PROJECT FOR EXCELLENCE, INC. (HOPE, INC.) PROVIDING FOR THE FUNDING AND ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a SUBRECIPIENT Agreement between the City of Pompano Beach and Housing Opportunities Project for Excellence, Inc. (HOPE, Inc.), providing for the Funding and Administration of Community Development Block Grant Projects, a copy of which Agreement is attached hereto and is 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 Housing Opportunities Project for Excellence, Inc. (HOPE, 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

Exhibit B - Work Plan

Scope of Services

City of Pompano Beach

Fair Housing Education & Outreach Initiative 2014-2015

- Update the City's Annual Fair Housing Action Plan to reflect the City's fair housing accomplishments.
- Conduct seven (7) fair housing educational sessions benefiting community based organizations, disability advocacy agencies, and service providers.
- Provide one (1) fair housing training for housing providers doing business in or funded by the City of Pompano Beach.
- Conduct one (1) county-wide National Fair Housing Month event in April 2015.
- Operate a housing discrimination HELPLINE that will provide residents of the City of Pompano Beach with fair housing counseling and referral services.
- Publish and distribute (4) issues of *The Forum* (Fair Housing Newsletter) for distribution to municipal staff, elected officials, service providers, community members, housing providers and others.

EXHIBIT C

COMPENSATION AND BUDGET SUMMARY

Housing Opportunities Project for Excellence, Inc. (HOPE, Inc.)

- A. All payments shall be in the form of reimbursements for program services provided. SUBRECIPIENT will be paid according to the approved budget submitted to the CITY for the specific program. The budget determined for Housing Opportunities Project for Excellence, Inc. (HOPE, Inc.) for the funding period beginning October 1, 2014 through September 30, 2015 is attached and hereby incorporated and made part of Exhibit C.

The City shall pay Housing Opportunities Project for Excellence, Inc. (HOPE, Inc.) (hereinafter referred to as the "SUBRECIPIENT") as maximum compensation for the services required pursuant to this Agreement the sum of **\$8,000.00**.

- B. During the term hereof and for a period of one (1) year following the date of the last payment made hereunder, the CITY shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the CITY.
- C. Requests for payment should be made at least on a monthly basis, by the 15th of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Office of Housing and Urban Improvement.
- D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Office of Housing and Urban Improvement. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.
- E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.


Name and Title

9/18/2014
Date

HOUSING OPPORTUNITIES PROJECT FOR EXCELLENCE, INC. (HOPE, INC.)
 CITY OF POMPANO BEACH
 PROJECT BUDGET

OCTOBER 1, 2014- SEPTEMBER 30, 2015

LINE ITEM	DESCRIPTIONS	CDBG	OTHER SOURCES	ALL SOURCES
PERSONNEL SERVICES				
Education & Outreach Coordinator Rita Scott		4,120.00	4,120.00	8,240.00
Total Salaries		\$ 4,120.00	\$ 4,120.00	\$ 8,240.00
FICA	7.65% of Gross	\$315.18	\$315.18	\$630.36
Workers Comp.	1.3% of Gross	\$53.56	\$53.56	\$107.12
Unemployment Comp.	\$129 Per Employee	\$0.00	\$0.00	\$0.00
Group Insurance	\$5,000 Per Employee Per Year	\$500.00	\$500.00	\$1,000.00
401(k) Employer Match		\$0.00	\$0.00	\$0.00
Total Fringe		\$868.74	\$868.74	\$1,737.48
TOTAL PERSONNEL		4,988.74	4,988.74	9,977.48
OPERATING EXPENSES				
Local Travel & Parking	600 Miles x .565	339.00	339.00	678.00
Maintenance	Copier & Computer Maintenance Agreements	0.00	1,200.00	1,200.00
Office Equipment Lease	Copier @ \$230/Mo x 10%	0.00	2,760.00	2,760.00
Utilities (Electricity, Water, Sewer)	Broward Office - \$300/Mo x 10%	360.00	0.00	360.00
Office Supplies	General Office Supplies for Staff	502.26	1,997.74	2,500.00
Postage & Shipping	Mailing Quarterly Newsletter	250.00	250.00	500.00
Printing Duplicating	Quarterly Newsletters, Brochures	1,200.00	1,250.00	2,450.00
Telephone, Regular/Fax	Broward Office \$300/Mo x 10%	360.00	3,240.00	3,600.00
Telephone, Cellular		0.00	780.00	780.00
TOTAL OPERATING EXPENSES		3,011.26	11,816.74	14,828.00
INDIRECT COST (Predetermined) Base = Direct Labor + Fringe Benefits				
BUDGET TOTALS		8,000.00	16,805.48	24,805.48

NONPROFIT RATE AGREEMENT

EIN #: 65-0108794

DATE: August 14, 2007

ORGANIZATION:

Housing Opportunities Project for Excellence, Inc.
18441 N.W. 2nd Avenue
Suite 218
Miami

FILING REF.: The preceding Agreement was dated NONE

FL 33169-

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in section III.

SECTION I: INDIRECT COST RATES*

RATE TYPES: FIXED		FINAL	PROV. (PROVISIONAL)	PRED. (PREDETERMINED)	
TYPE	EFFECTIVE PERIOD		RATE (%)	LOCATIONS	APPLICABLE TO
	FROM	TO			
FINAL	04/01/00	03/31/05	48.4	All	All Programs
PROV.	04/01/05	03/31/06	29.3	All	All Programs
PROV.	04/01/06	UNTIL AMENDED	Use same rates and conditions as those cited for fiscal year ending March 31, 2006.		

*BASE:

Direct salaries and wages including vacation, holiday, sick pay and other paid absences but excluding all other fringe benefits.

ORGANIZATION:
Housing Opportunities Project for Excellence, Inc.

AGREEMENT DATE: August 14, 2007

SECTION I: FRINGE BENEFITS RATES**

RATE TYPES: FIXED FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

<u>TYPE</u>	<u>EFFECTIVE PERIOD</u>		<u>RATE (%)</u>	<u>LOCATIONS</u>	<u>APPLICABLE TO</u>
	<u>FROM</u>	<u>TO</u>			
PROV.	04/01/05	03/31/06	20.0	All	All Programs
PROV.	04/01/06	UNTIL AMENDED	Use same rates and conditions as those cited for fiscal year ending March 31, 2006.		

**DESCRIPTION OF FRINGE BENEFITS RATE BASE:
Salaries and wages.

ORGANIZATION:
Housing Opportunities Project for Excellence, Inc.

AGREEMENT DATE: August 14, 2007

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

The fringe benefits are charged using the rate(s) listed in the Fringe Benefits Section of this Agreement. The fringe benefits included in the rate(s) are listed below.

TREATMENT OF PAID ABSENCES:

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the costs of these paid absences.

Fringe Benefits include: FICA, Health, Workers' Compensation, and Unemployment.

Equipment means an article of nonexpendable tangible personal property having a useful life of more than one year, and an acquisition cost of \$500 or more per unit.

ORGANIZATION:

Housing Opportunities Project for Excellence, Inc.

AGREEMENT DATE: August 14, 2007

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-122 Circular, and should be applied to grants, contracts and other agreements covered by this Circular, subject to any limitations in above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE ORGANIZATION:

Housing Opportunities Project for Excellence, Inc.

ON BEHALF OF THE FEDERAL GOVERNMENT:

Department of Health and Human Services

(AGENCY)

(ORGANIZATION)

(SIGNATURE)

KEENYA ROBERTSON

(NAME)

PRESIDENT & CEO

(TITLE)

8/27/07

(DATE)

Darryl W. Mayes

(SIGNATURE)

Darryl Mayes

(NAME)

Director

Division of Cost Allocation

(TITLE)

August 14, 2007

(DATE) 4334

HHS REPRESENTATIVE: Howard Van

Telephone: (202) 401-2808

EXHIBIT D

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

**CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

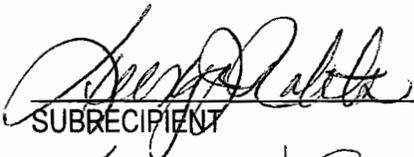
The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 / Housing Opportunities Project for Excellence, Inc.
(HOPE, INC.)

SUBRECIPIENT

KEENYA J. ROBERTSON
PRINT NAME OF CERTIFYING OFFICIAL

SIGNATURE OF CERTIFYING OFFICIAL

9/17/2014
DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per QMB).

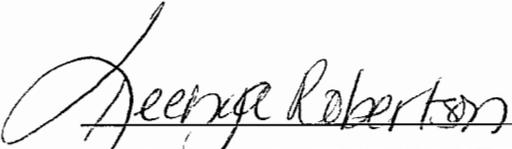
EXHIBIT E

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

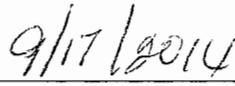
SUBRECIPIENT



PRINT NAME OF CERTIFYING OFFICIAL



SIGNATURE OF CERTIFYING OFFICIAL



DATE

EXHIBIT F

CITY OF POMPANO BEACH – OFFICE OF HOUSING AND URBAN IMPROVEMENT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Pompano Beach

By Keenya J. Robertson, President & CEO

(print this individual's name and title)

for Housing Opportunities Project for Excellence, Inc. (HOPE, Inc.)

(print name of entity submitting statements)

whose business address is 11501 N.W. 2nd Avenue, Miami, FL 33168

and if applicable is Federal Employer Identification Number (FEIN) is 59-0108794

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Miladys Guerrero
(Signature)

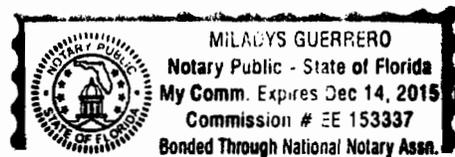
Sworn to me and subscribed before me this 17th day of September, 2014.

Personally known Keenya G. Robertson / President / CEO

Or produced identification Notary Public—State of FL

- My commission expires 12/14/2015
(Type of Identification)

MILADYS GUERRERO
(Printed, typed or stamped commissioned name of notary public)



Meeting Date: January 27, 2015

Agenda Item

4

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
--	------------------------------------	-------------------------------------	---	---------------------------------------

SHORT TITLE APPOINTMENT TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **EMMA ELLINGTON** TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER EDWARD PHILLIPS, FOR A TERM TO BE CONCURRENT 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
<u>City Clerk's Office</u>	<u>1/16/15</u>	<u>Approve</u>	<u>[Signature]</u>
<input checked="" type="checkbox"/> City Manager	_____	_____	<u>[Signature]</u>

ACTION TAKEN BY COMMISSION:			
<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1 st Reading _____	1 st Reading _____	Results: _____	Results: _____
2 nd 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 EMMA ELLINGTON TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF COMMISSIONER EDWARD PHILLIPS, FOR A TERM TO BE CONCURRENT WITH THE TERM OF THE APPOINTING OFFICIAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Emma Ellington is well qualified to serve as a member of the Community Development Advisory 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 Emma Ellington is hereby appointed to the Community Development Advisory Committee as appointee of Commissioner Edward Phillips, for a term to be concurrent 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, 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

NAME OF APPLICANT: Emma Ellington

RESIDENCY ADDRESS: 137 NW 15th St

ZIP CODE: 33060 HOME PHONE NO.: 954 781 8537

MAILING ADDRESS: 137 NW 15th St

CITY/STATE/ZIP CODE: Pompano B. Fla 33060

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:

BUSINESS OR OCCUPATION: Retired Nurse And Educator

BUSINESS ADDRESS: Property owner
137 NW 15th St

CITY/STATE: Pompano B. Florida

ZIP CODE: 33060 BUSINESS PHONE NO. 954 781 8537

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:

Zoning
Budget

Fire Rescue (EMS)

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: High School Diploma Licensed Nurse
Landlord, Case manager Degree in Education

EXPERIENCE: Working center to the Elderly, Secluded
Homeless,

CURRENT POSITION: (Retired) Consultant for
the Homeless

PAST POSITIONS: teacher, counselor, nurse, case manager

HOBBIES: sewing, dancing, lecturing

MAKING ANY FALSE STATEMENTS HEREIN MAY BE CAUSE FOR REMOVAL BY THE CITY COMMISSION.

Emma Elford
SIGNATURE OF APPLICANT

1/24/07
DATE OF APPLICATION

[Signature]
INITIALS OF CLERK OR DEPUTY

1/25/07
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.

THIS SECTION MUST BE COMPLETED BY THE ADVISORY BOARD SECRETARY ONLY

NUMBER OF MEETINGS HELD: _____ NUMBER OF MEETINGS ATTENDED: _____

original 16

RESOLUTION NO. 2013-13

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING RESOLUTION NO. 84-109 AS AMENDED BY RESOLUTION NO. 2004-250 TO PROVIDE FOR A CHANGE IN THE NUMBER OF MEMBERS AND PROCEDURES OF THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; AMENDING CONFLICT OF INTEREST PROHIBITIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Community Development Advisory Committee by Resolution No. 84-109 as amended by Resolution No. 2004-250; and

WHEREAS, the City Commission now wishes to amend appointment of membership to the Community Development Advisory Committee; now, therefore;

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

SECTION 1. That Resolution No. 84-109 and be the same is hereby amended as follows:

SECTION 2: The Community Development Advisory Committee shall serve as the citizens advisory body to the City Commission of Pompano Beach and shall make recommendations on the adoption of an annual plan of community development projects, as formulated by the Planning Department Office of Housing and Urban Improvement staff for inclusion in the City of Pompano Beach Community development Block Grant program. The annual plan shall include a statement of goals, objectives, priorities, guidelines, designated areas of services, and projected use of funds. Such a plan, adopted by the Community Development Advisory Committee, shall be forwarded to the Office of Housing and Urban Improvement City Commission, ~~including a determination by the Planning and Zoning Board as to the consistency with the Comprehensive Plan elements.~~ The

~~Planning and Zoning Board Office of Housing and Urban Improvement shall then submit the plan, with their findings and recommendations to the City Commission of Pompano Beach, which may adopt, modify or amend it prior to submitting it to HUD for final approval. This Plan shall be submitted to the City Commission at least sixty days prior to the beginning of the next entitlement period when federal funding begins.~~

SECTION 4: The membership of this Committee shall be composed of ~~nine (9)~~ seven (7) voting members ~~and three (3) alternates~~. The ~~nine~~ seven (7) voting members shall be appointed with terms defined: One (1) member by the Mayor with a three (3) year term. Five (5) members, one (1) by each City Commissioner, with term to be concurrent with terms of appointing official, starting one month after the start of the term of the appointing official. ~~Two (2) members by the City Commission with a two (2) year term from the membership of the Planning and Zoning Board, with term to run concurrent with their term on the Planning and Zoning Board.~~ One (1) member by the City Manager for a two year term. ~~The three alternate members shall be appointed by the City Commission for three (3) year terms.~~ All members shall be residents of the City of Pompano Beach, Florida.

SECTION 5: The Community Development Advisory Committee shall meet monthly. A quorum for the Committee meeting shall be a majority of the members. A simple majority of votes entitled to be cast on a matter by the members present shall be necessary for adoption. Any member ~~or alternate~~ with three (3) unexcused absences shall be asked to resign. All meetings shall be open to the public.

SECTION 7: All Committee members shall be prohibited from using their position for a purpose that is or that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. The Conflict of Interest prohibitions set forth in CFR 570.611 and CFR 92.356 apply to all Committee members with respect to decisions related to federal Community Development Block Grant (CDBG) and HOME funds. These persons—Committee members having such—a conflict of interest shall declare their conflict in writing to the Office of Housing and Urban Improvement prior to participating in any Committee activity relating to such conflict of interest, or on the record at any Committee meeting where a conflict of interest first arises.

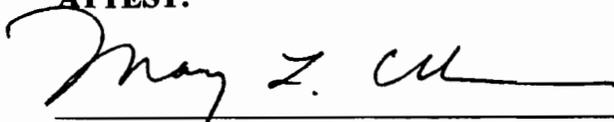
SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 9th day of October, 2012.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 84-109 TO PROVIDE FOR APPOINTMENT OF A MEMBER BY THE MAYOR ON THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Community Development Advisory Committee by City Resolution No. 84-109; and

WHEREAS, the City Commission now wishes to amend appointment of membership to the Community Development Advisory Committee; now, therefore,

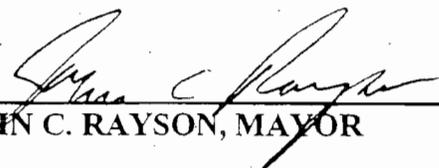
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That City Resolution No. 84-109 be and the same is hereby amended as follows:

Section 4: The membership of this Committee shall be composed of nine (9) voting members and three (3) alternates. The nine voting members shall be appointed with terms defined: One (1) member by the ~~City Commission~~ Mayor with a three (3) year term. Five (5) members, one (1) by each City Commissioner, with term to be concurrent with terms of appointing official. Two (2) members by the City Commission from the membership of the Planning and Zoning Board, with term to run concurrent with their term on the Planning and Zoning Board. One (1) member by the City Manager for a two (2) year term. The three alternate members shall be appointed by the City Commission for three (3) year terms. All members shall be residents of the City of Pompano Beach, Florida.

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 22nd day of June, 2004.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
6/4/04
l:reso/2004-262

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION ESTABLISHING A COMMITTEE KNOWN AS THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; PROVIDING FOR THE OBJECTIVES OF THE COMMITTEE; PROVIDING FOR THE REPRESENTATION AND TERMS OF THE MEMBERS; PROVIDING FOR MEETINGS AND OFFICERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach is an entitlement city pursuant to the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Pompano Beach receives an annual grant from the Department of Housing and Urban Development; and

WHEREAS, the City of Pompano Beach must submit an annual plan to the Department of Housing and Urban Development (HUD) for the projected use of the funds, and

WHEREAS, effective citizen participation is desired in the preparation of the annual plan; now, therefore

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

SECTION 1: There is hereby established a Committee to be known as the Community Development Advisory Committee.

SECTION 2: The Community Development Advisory Committee shall serve as the citizens advisory body to the City Commission of Pompano Beach and shall make recommendations on the adoption of an annual plan of community development projects, as formulated by the Planning Department staff for inclusion in the City of Pompano Beach Community Development Block Grant program. The annual plan shall

include a statement of goals, objectives, priorities, guidelines, designated areas of services, and projected use of funds. Such a plan, adopted by the Community Development Advisory Committee, shall be forwarded to the City Commission, including a determination by the Planning and Zoning Board as to its consistency with the Comprehensive Plan elements. The Planning and Zoning Board shall then submit the plan, with their findings and recommendations to the City Commission of Pompano Beach, which may adopt, modify or amend it prior to submitting it to HUD for final approval. This Plan shall be submitted to the City Commission at least sixty (60) days prior to the beginning of the next entitlement period when federal funding begins.

SECTION 3: The Community Development Advisory Committee shall encourage comments from any citizens regarding the annual plan and particularly encourage input through civic associations.

SECTION 4: The membership of this Committee shall be composed of nine (9) voting members and three (3) alternates. The nine voting members shall be appointed with terms defined: One (1) member by the City Commission with a three (3) year term. Five (5) members, one (1) by each City Commissioner, with term to be concurrent with terms of appointing official. Two (2) members by the City Commission from the membership of the Planning and Zoning Board, with term to run concurrent with their term on the Planning and Zoning Board. One (1) member by the City Manager for a two (2) year term. The three alternate members shall be appointed by the City Commission for three (3) year terms. All members shall be residents of the City of Pompano Beach, Florida.

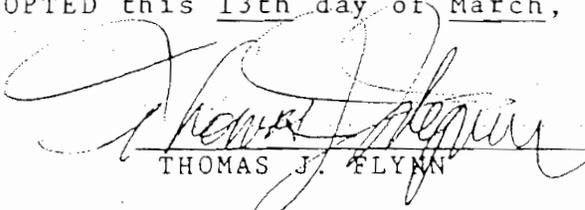
SECTION 5: The Community Development Advisory Committee shall meet monthly. A quorum for the Committee meeting shall be a majority of the members. A simple majority of votes entitled to be cast on a matter by the members present shall be necessary for adoption. Any member or alternate with three (3) unexcused absences shall be asked to resign. All meetings shall be open to the public.

SECTION 6: The Committee shall have the powers and authority to elect such officers and promulgate such internal procedures and rules as may be necessary to conduct the business of the Committee.

SECTION 7: All Committee members shall be prohibited from using their position for a purpose that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Those persons having such conflict of interest shall declare their conflict.

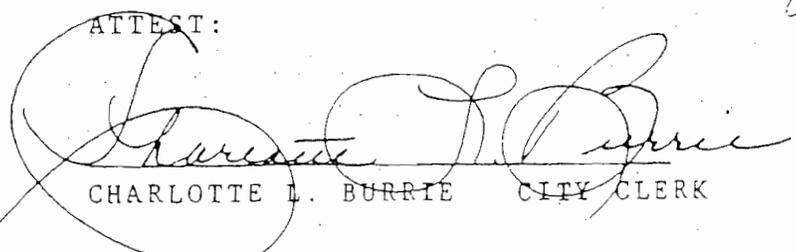
SECTION 8: This Resolution shall become effective April 1, 1984.

PASSED AND ADOPTED this 13th day of March, 1984


THOMAS J. FLYNN

Mayor

ATTEST:


CHARLOTTE L. BURRIE CITY CLERK

Name	Address	District	Phone	Appointed	Expires	Reso. No.
Whitney Rawls	1816 NW 4th Street (33069)	4	954-917-1686 h	7/9/2013	11/8/2016	2013-299
Mayor Fisher's Appointee	heavyon@yahoo.com		954-444-0188			
VACANCY	2633 N.E. 12th Terrace(33064)	2	954-784-3835	5/14/2013	12/11/2014	2013-231
Vice Mayor Burrie's Appointee					John F. Petrone Term	
VACANCY	3510 Oaks Way, #705 (33069)	5	954-973-1877	6/1/2012	11/11/2014	2012-248
Comr. Moss' Appointee	jerryamills@gmail.com		954-974-7695 (O)		Jerold Mills Term	
VACANCY	1517 NW 7th Lane, (33060)	4	954-464-5459 c	5/28/2013		2013-249
Comr. Phillips' Appointee	cataylor243@hotmail.com				Charlotte Taylor Term	
VACANCY						
Comr. Dockswell's Appointee						
VACANCY	801 Briny Ave, # 1204 (33062)	1	954-941-5813 h	6/1/2012	11/11/2014	2012-247
Comr. Hardin's Appointee	dafmf@comcast.net		439-1200 c		Jean Flom Term	
Sally I. Fischer	2751 E. Golf Boulevard, #1020	2	954-242-3704	6/24/2014	7/15/2016	2014-268
City Manager's Appointee	Pompano Beach, FL 33064					

JoAnn Martin-Onesky	City Hall Complex		954-786-4657
Recording Secretary	100 West Atlantic Boulevard		
Meets: Second Thursday of each month @ 6:00pm City Commission Meeting Room Established: City Resolution No. 84-109 Elections: Annually at June meetings			

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AUTHORIZING THE MAYOR OR VICE MAYOR, CITY CLERK AND CITY MANAGER, TO EXECUTE ON BEHALF OF THE CITY AGREEMENTS FOR SOLICITATION OF ARTIST SERVICES WITH WESTERN STATES ARTS FEDERATION CORPORATION; PROVIDING AN EFFECTIVE DATE.
(\$675 for current Call. Maximum authorization of 2 Calls per contract or \$950 annually.) Funded out of the previously budgeted Development Services - Special Services account.

Summary of Purpose and Why:

The Development Services Department and the Pompano Beach Public Art Committee are preparing to initiate a series of Calls to Artists. The submission and selection process is significantly more efficient when utilizing a web-based service known as CaFÉ™ which is hosted by the Western States Arts Federation (WESTAF). Because WESTAF's services agreement deviates from the City's Standard Service Contract, the City's charter requires that the Commission approve this service agreement.

CaFÉ™ is a Web-based service that allows organizations and administrators to manage artist-application and jury processes related to Calls to Artists using the software hosted by WESTAF. The service is especially designed for use with public art projects, artist fellowships, juried visual-arts competitions, and many other types of calls for entry.

The previous Call (Painted Pompano) required manual submissions which took an unexpected amount of staff time and resources. This software streamlines the process. Many professional artists will not even apply to a Call if the submittal process is not digital.



Accomplishing this item supports achieving certain initiatives and objectives in the City's Strategic Plan related to public art and cultural arts programming.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Development Services Department
- (2) Primary staff contact: Robin M. Bird/Scott Reale SR Ext. 4667
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$675. Funded out of the previously budgeted Development Services - Special Services account

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Dev. Services	12/22/14	APPROVAL	#14-583 <i>[Signature]</i>
City Attorney	1/20/15		<i>[Signature]</i>

City Manager *[Signature]* *[Signature]*

ACTION TAKEN BY COMMISSION:

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

MEMORANDUM NO. 15-043

DATE: January 22, 2015
TO: Robin M. Bird, Development Services Director
FROM: Jennifer Gomez, AICP, Assistant Development Services Director - JGS
RE: CaFÉ™ Service Agreement – Supplemental Information/ Explanation of fees

The open selection process or “Calls to Artists” for selecting artists and artwork can be extremely staff and time intensive due to the large number of artists submitting for each project. For example, there were 250 submissions for the last Call. The Development Services Department and the Pompano Beach Public Art Committee are interested in using the web-based software known as CaFÉ™ to process and judge future Public Art Call to Artists. This is expected to create significant efficiencies in this process since all materials are submitted, distributed and reviewed digitally.

Because the service agreement deviates from the City’s Standard Service Contract, City Commission approval is required.

Staff anticipates using the software for a one time pilot project. The first page of the CaFÉ™ agreement includes an explanation of the fees. The fee for the first call is \$525 for the initial call (up to 250 applicants) and \$150 for an additional 100 applicants. Staff will intends to enter into a contract for \$675 the pilot project.

If the pilot proves to improve the efficiency of the selection process significantly, Staff may select to continue using this software for future calls. The resolution states that any contracts greater than \$1,000 would have to return to Commission for approval. Therefore, the maximum additional number of calls with Staff approval is the two-call package agreement (or \$950 maximum annually). If Staff is interested in a larger package, the agreement will be brought back to the Commission for review and approval.

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AUTHORIZING THE MAYOR OR VICE MAYOR, CITY CLERK AND CITY MANAGER, TO EXECUTE ON BEHALF OF THE CITY AGREEMENTS FOR SOLICITATION OF ARTIST SERVICES WITH WESTERN STATES ARTS FEDERATION CORPORATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, city staff wishes to use the services of Western States Arts Federation Corporation ("WESTAF") for the solicitation of artists from time to time; and

WHEREAS, WESTAF requires an agreement before providing such service; and

WHEREAS, authorizing approval to execute the said agreement will expedite securing the service without the need for repeated approval of the City Commission for a low cost contact; now, therefore,

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

SECTION 1. Without further approval of the City Commission, the Mayor or Vice Mayor, in the absence of the Mayor, City Clerk and City Manager, with proper documentation provided, are hereby authorized to execute on behalf of the city, agreements with WESTAF in a form substantially similar to the form attached hereto and made a part hereof in an amount not to exceed \$1,000.00.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove 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 _____, 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



CAFE PUBLIC ART PRICING

Annual Subscription Packages (limited time)

Designed especially for public art agencies and public art programs not currently using CaFE™. We recognize the need for all public art administrators to have access to an online application management and adjudication system.

► All plans include up to 250 applicants per call and up to 20 Media Samples* per application. Only 6 of these 20 Media Samples may be in the form of audio or video files.

*Media Samples are defined as images, audio samples, or video samples.

DESCRIPTION	INCLUDES	FEE	PACKAGE SAVINGS
Single Call	1 call	\$525.00	N/A
Two-Call Package	2 calls	\$950.00	\$100.00
Concrete Package	3 calls	\$1,290.00	\$285.00
Steel Package	5 calls	\$2,100.00	\$525.00 (1 call FREE)
Bronze package	9 calls	\$3,675.00	\$1,050.00 (2 calls FREE)
Copper Package	15 calls	\$5,775.00	\$2,100.00 (4 calls FREE)
Financial Transaction Assistance fee*	Visa/MasterCard processing fee	3.25%	N/A

*Applies only to organizations that charge an entry fee and collect payment using Visa and/or MasterCard.

Applicable for each Eligible Entry Fee Payment processed using Visa and/or MasterCard.

OPTIONAL UPGRADES	FEE (per call)
Option A: Accept an additional 100 artist profiles per call	\$150.00
Option B: Accept 2 additional media samples per call	\$200.00

Additional Terms

- Calls are subject to an annual term.
- The term of the agreement begins on the effective date.
- All calls in a package must be started within the annual term. "Started" means that the call's *Start Date* must be within one year from the effective date of the CaFE™ Service Agreement.
- The call's *Deadline Date* does not have to end within the annual term.
- Additional calls may be purchased during the term at regular price (\$525 per call), subject to a renewal and new annual term.
- Organizations may purchase an optional upgrade for a call within their package plan at any time during the annual term for which their call package is active. Organizations may not downgrade a plan during the annual term; no refunds will be given.

CaFÉ™ SERVICE AGREEMENT

WESTAF | 1743 Wazee Street, Suite 300 | Denver, Colorado 80202
P: 303.629.1166 | F: 303.629.9717 | www.westaf.org



This **Service Agreement** is dated _____, 20__ (“Effective Date”) and entered into between **Western States Arts Federation**, a Colorado nonprofit corporation (“WESTAF”), and the client identified in the signature block of this Agreement (“Client”). WESTAF and Client agree as follows:

1. Definitions.

1.1 “**Artists**” means any artists who use the CaFÉ Service to submit to or otherwise participate in a Client’s Contests and who have been supplied user identifications and passwords by WESTAF for this purpose.

1.2 “**CaFÉ Service**” means the web-based service, including the Software, that allows organizations and administrators to manage Artist-application and jury processes related to calls for entry for Contests using the Software hosted by WESTAF and as made available by WESTAF as further described in Attachment 1.

1.3 “**Client Data**” means the information, including images, text, and video input into the CaFÉ Service by Client and by Artists with respect to their Submissions to and participation in a Client’s Contest.

1.4 “**Client Information Form**” means each client information form completed by Client and accepted by WESTAF, the form of which is attached to this Agreement as Attachment 3. Each Client Information Form is incorporated by reference into this Agreement and made a part hereof.

1.5 “**Contest**” means a contest, competition, solicitation, and other artist and art-selection related events for the selection of artists or art for display, acquisition, or other use of such art objects sponsored by Client that is identified in a Client Information Form.

1.6 “**Documentation**” means the user manuals provided to Client in connection with the CaFÉ Service or Software in either electronic, online help files, or hard copy format.

1.7 “**Fees**” have the meaning given in Section 3.1.

1.8 “**Financial Transaction Assistance**” means the financial transaction assistance services described in Attachment 4.

1.9 “**Intellectual Property Rights**” will mean all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.

1.10 “**Software**” means the WESTAF computer software programs described in Attachment 1, including all applicable Documentation and any updates and new releases thereto made available to Client pursuant to this Agreement.

1.11 “**Submissions**” has the meaning given in Section 2.2.

1.12 “**Support**” means WESTAF’s standard technical support for Client’s use and operation of the CaFÉ Service described in Attachment 2.

1.13 “**Term**” has the meaning given in Section 4.1.

1.14 “**Third Party Software**” means any third party computer software programs used by Client in conjunction with its use of the CaFÉ Service.

1.15 “**User Account**” has the meaning given in Section 2.5.

1.16 “**Users**” means Client’s employees and independent contractors who are authorized by Client to use the CaFÉ Service for Client’s Contests on behalf of Client and have been supplied user identifications and passwords by WESTAF for this purpose.

2. Service.

Initial _____

2.1 Services. Subject to the terms and conditions of this Agreement, WESTAF shall (a) make the CaFÉ Service available to Client in accordance with this Agreement; (b) provide Support as described in Attachment 2 and other services as described in Attachment 1; and (c) perform Financial Transaction Assistance, if applicable, in accordance with Attachment 4.

2.2 Access and Use. Subject to the terms and conditions of this Agreement, WESTAF grants to Client, during the Term, a non-exclusive, non-transferable, limited right to remotely access and use the CaFÉ Service solely for Client's Contests in accordance with the Documentation, the limitations set forth in Attachment 1, and the other terms and conditions of this Agreement. Client's right to use the CaFÉ Service includes the right to solicit the submission of applications, information, and materials from Artists through the CaFÉ Service for Contests ("Submissions").

2.3 Additional Contests. If Client wishes to add additional Contests, Client will submit a written request for such Contests using the Client Information Form. Upon WESTAF's written acceptance of the terms of any such additional Contest, and payment of the applicable fees, WESTAF shall make the CaFÉ Service available for the additional Contest on the terms and conditions set forth in this Agreement.

2.4 Client Resources. Client shall be solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, Internet and network connections, hardware, Third Party Software and other equipment as may be necessary for its Users to connect to and obtain access to the CaFÉ Service.

2.5 Users. Each User will be assigned a unique user identification name and password ("User ID") for access to and use of the CaFÉ Service (a "User Account"). Client shall be responsible for ensuring the security and confidentiality of its User IDs. User IDs will be shared within the Client's organization provided that User IDs may not be provided to any individual who is not a User. Client will use commercially reasonable efforts to prevent unauthorized access to, or use of, the CaFÉ Service, and notify WESTAF promptly of any such unauthorized use. Access to the CaFÉ Service cannot be shared with anyone other than Client's Users and Artists.

2.6 Restrictions on Use. Client is responsible for all activities that occur under Client's User Accounts. Except as expressly permitted in this Agreement or as otherwise authorized by WESTAF in writing, Client will not permit any User or third party to (a) copy, transmit, store, publicly display, modify, adapt, alter, translate, or create derivative works from the Software, except as required to use the CaFÉ Service in accordance with this Agreement and the limitations and restrictions included as part of the Software and CaFÉ Service; (b) sublicense, lease, rent, loan, sell, re-sell, distribute, make available or otherwise transfer the Software or access to or use of the CaFÉ Service to any third party for any purpose, including to accept Submissions or to manage or jury Submissions for any other person or for any other contest, competition, solicitation, or other event other than Client's Contests; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software; (d) do anything to modify or restrict any other person's access to or use of the CaFÉ Service or Software; (e) use or permit others to use the CaFÉ Service or Software to commit any unlawful act, to violate any person's right, or to annoy, harass, harm, threaten, or intimidate another person; or (f) otherwise use or copy the CaFÉ Service or Software except as expressly allowed under Section 2.1.

2.7 Client Data. Client or Artists own all Client Data and WESTAF makes no claim of ownership in or to and does not exert any control over Client Data.

3. Fees and Payment.

3.1 Fees. As consideration for use of the CaFÉ Service and the provision of Support and other services under this Agreement, Client agrees to pay to WESTAF the fees set forth in Attachment 1 for each Contest identified in a Client Information Form ("Fees").

3.2 Payment Terms. Except for Fees that are set off by and paid to WESTAF against Eligible Entry Fee Payments, as defined and provided for in Attachment 4, Client will pay all Fees within thirty (30) days of the date of WESTAF's applicable invoice. WESTAF reserves the right (in addition to any other rights or remedies WESTAF may have) to discontinue the CaFÉ Service and suspend all User IDs, User Accounts, and Client's access to the CaFÉ Service upon written notice by WESTAF that any Fees are more than thirty (30) days overdue until such amounts are paid in full. All payments must be made in U.S. dollars. All Fees are exclusive of, and

Client will pay, all sales, use, and other taxes (other than taxes on WESTAF's net income), export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement.

4. Term; Termination.

4.1 Term. The term of this Agreement shall be a one (1) year period, unless sooner terminated as provided for under this Agreement (the "Term"). The initial term will begin upon the date WESTAF accepts this Agreement as indicated by its execution of this Agreement.

4.2 Renewals. After the expiration of the initial term or any subsequent term under this Agreement, WESTAF and Client may renew the services provided for under this Agreement for an additional Term by entering into a written renewal agreement (a "Renewal"). Fees for renewals accepted by WESTAF shall be at then-current rates for the CaFÉ Service. Client will have thirty (30) days after the date that any Fees for a Renewal are posted to Client's account to notify WESTAF that Client does not wish to continue Service with respect to that Renewal and, failing notice, such Fees shall be due.

4.3 Termination. Either party may terminate this Agreement if the other party breaches any material provision of the Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof. This Agreement shall also terminate upon the expiration of the last Term.

4.4 Effects of Termination. Upon termination of this Agreement and subject to the last sentence of this Section, (a) any amounts owed to a party under this Agreement before such termination will be immediately due and payable; (b) all rights granted in this Agreement will immediately cease to exist; and (c) unless otherwise permitted by WESTAF, Client must discontinue all use of the CaFÉ Service and return to WESTAF or destroy all copies of the Documentation in Client's possession or control. Sections 1, 2.6, 3, 4.4, 5, 6, 7 and 8 together with any accrued payment obligations and Attachment 4, if applicable, will survive termination of this Agreement for any reason.

5. Warranty Disclaimer.

5.1 Performance. During the Term, WESTAF warrants that the CaFÉ Service, including the Software, when used as permitted by WESTAF and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation. WESTAF does not warrant the Client's use of the CaFÉ Service will be error-free or uninterrupted. WESTAF will, at its own expense and as its sole obligation and Client's exclusive remedy for any breach of this warranty, use reasonable commercial efforts to correct any reproducible material error in the CaFÉ Service reported to WESTAF by Client in writing during the Term or, if not possible to do so within a reasonable period of time, return to Client the unearned portion of any Fees paid by Client and this Agreement will be deemed terminated.

5.2 Disclaimers. THE EXPRESS WARRANTIES IN SECTION 5.1 AND SECTION 7.1 ARE IN LIEU OF AND WESTAF HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE AND CAFÉ SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SECTION 5.1 AND SECTION 7.1, ACCESS TO AND USE OF THE CAFÉ SERVICE, INCLUDING THE SOFTWARE, IS PROVIDED "AS IS" WITH ALL FAULTS.

6. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR AVAILABILITY OF THE CAFÉ SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WESTAF'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE CAFÉ SERVICE AND THE SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO WESTAF DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

7. Security and Privacy

7.1 Security Standards. WESTAF warrants that the CaFÉ Service will be compliant with Payment Card

Industry Data Security Standards as published by PCI Security Standards Council, (<https://www.pcisecuritystandards.org>) ("PCI DSS Compliant"). If the CaFÉ Service is not PCI DSS Compliant, then WESTAF shall do the following as Client's sole remedy: (a) defend the Client against any third party claims arising out of and proximately caused by the failure of the CaFÉ Service to be PCI DSS Compliant to the extent such a defense is actually covered by any policy of insurance in effect for WESTAF's benefit, and (b) indemnify and hold harmless the Client from all damages (other than consequential and indirect damages), including claims by third party claimants, arising out of and proximately caused by the CaFÉ Service not being PCI DSS Compliant to the extent such damages are actually covered by any policy of insurance in effect for WESTAF's benefit. WESTAF presently has and will use commercially reasonable efforts to maintain liability insurance related to security breaches affecting the CaFÉ Service. The parties intend that WESTAF's obligations and Client's rights under this Section 7 are limited solely to amounts actually available under policies of liability insurance maintained by WESTAF.

7.2 Privacy Policy. Access to and use of the CaFÉ Service is subject to WESTAF's privacy policy as published online at <http://www.westaf.org/privacy.html> and available through the CaFÉ website, as such policy may change from time to time.

8. General

8.1 Proprietary Rights. The CaFÉ Service, Software, Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of WESTAF and its licensors. All rights in and to the CaFÉ Service and Software not expressly granted to Client in this Agreement are reserved by WESTAF and its licensors. Client will not remove, alter, or obscure any proprietary notices (including copyright notices) of WESTAF or its licensors on the Software or Documentation or included as part of the CaFÉ Service.

8.2 Third Party Software. If Third Party Software included with the CaFÉ Service is subject to additional terms and conditions imposed by WESTAF's third party licensors, then Client agrees to comply with all such applicable terms and conditions.

8.3 Assignment. Neither party may assign or transfer, by operation of law or otherwise, any of its rights under the Agreement (including the license rights granted to Client to access the CaFÉ Service) to any third party without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that either party may assign this Agreement, without consent, to any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization, or otherwise. An assignment may increase Fees if it results in a change in Contest terms. Any attempted assignment or transfer in violation of the foregoing will be null and void.

8.4 Force Majeure. Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party.

8.5 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, electronic facsimile (fax), electronic mail, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature, and will be effective upon receipt or when delivery is refused. Either party may change its address by giving written notice of the new address to the other party.

8.6 Governing Law and Venue.

8.6.1 In General. Except as provided for in Section 8.6.2, this Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado, without reference to its choice of laws rules. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in Denver, Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

8.6.2 Governmental Entities. If Client is a governmental entity or agency, then this Agreement will be governed by and interpreted in accordance the laws of the state under which Client is organized or created without reference to such state's choice of law provisions. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in such state in a judicial district in which Client's

executive offices are located and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

8.7 Remedies. Except as exclusive obligations and remedies are expressly provided for in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Client acknowledges that the Software and CaFÉ Service contain valuable trade secrets, Intellectual Property, and other proprietary information of WESTAF, that any actual or threatened breach of Section 2 of this Agreement will cause immediate and irreparable harm to WESTAF for which monetary damages would be an inadequate remedy, and that injunctive relief without necessity of any bond being posted is an appropriate remedy for such breach. If any legal action is brought by a party to interpret or enforce this Agreement, then the prevailing party will be entitled to receive from the other party its reasonable attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

8.8 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

8.9 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Section 6 will remain in effect notwithstanding the unenforceability of any provision in Section 5.2 or Section 7.1 of this Agreement.

8.10 Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to" and "Section" refers to Sections and subsections of this Agreement with any reference to a Section including all subsections under that Section.

8.11 Entire Agreement. This Agreement (including all exhibits and attachments) constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by Client to WESTAF concerning this Agreement or the CaFÉ Service will have no effect.

9. Attachments. There are four Attachments to this Agreement, Attachments 1, 2, 3, and 4 (each referred to as an "Attachment" and its number). Attachments 1, 2, 3, and 4 are part of this Agreement. All Attachments which are a part of this Agreement are incorporated into this Agreement as if set forth in full in this Section 9. Words used in an Attachment which are not defined in the Attachment have the meaning given to them in this Agreement.

The duly authorized representatives of WESTAF and Client have executed this Service Agreement as of the Effective Date.

CLIENT:	WESTAF
	WESTERN STATES ARTS FEDERATION
	Signature:
	Printed:
	Title:
	Address: Attn: CaFÉ Manager 1743 Wazee Street, Suite 300 Denver, CO 80202

**ATTACHMENT 1
CAFÉ SERVICE DESCRIPTION AND FEE SCHEDULE**

1. Software Description. The Software to which access will be provided under this Agreement will be the current release of the WESTAF web-based software accessed at the URL addresses set forth in paragraph 3 of this Attachment, or any other address provided by WESTAF, and known as CaFÉ™ Software which creates and manages a database to accept applications from and to hold and manage the data to judge Submissions by Artists for entry into various contests or competitions for the selection of art for display, acquisition, or other use of such art objects by public agencies and other sponsors of such contests and competitions in online modules which include a browser interface and data encryption, and, as part of the CaFÉ Service, transmission of, access to, and storage of Client Data.

2. Software Modules and Services. Client's use of and access to the Software includes the following modules and services:

- Application & Jury Modules
- Image/Media Management Modules
- Financial Transaction Assistance: WESTAF agrees to provide and Client retains WESTAF to provide Financial Transaction Assistance as described in Attachment 4. Financial Transaction Assistance is **only applicable** if Client requires an entry fee and payment is processed using Visa or MasterCard.

3. Access. Client shall access and use the Software and CaFÉ Service through (a) the Artist's website interface provided at www.callforentry.org and (b) the administrator website interface provided at <https://admin.callforentry.org>.

4. Fees. The following Fees apply to Client's access and use of the Software and CaFÉ Service during the initial Term. By checking the box(es), Client elects to purchase the Package(s) for the Term, and accordingly, agrees to pay the corresponding use fees:

Check to select	Package	Number of calls	Use fee
<input type="checkbox"/>	Single Public Art Call	1	\$525.00
<input type="checkbox"/>	Two Public Art Calls	2	\$950.00
<input type="checkbox"/>	Concrete Package	3	\$1,290.00
<input type="checkbox"/>	Steel Package	5	\$2,100.00
<input type="checkbox"/>	Bronze Package	9	\$3,675.00
<input type="checkbox"/>	Copper Package	15	\$5,775.00

- All plans include **up to 250 applicants per call** and **up to 20 media samples: per application.** (Only 6 of these 20 media samples may be in the form of audio or video files².)
¹ Media samples are defined as images, audio samples, or video samples.
² Can be any combination of audio and/or video files, not to exceed 6 total

Upgrade Options

Description	Fee per call
Option A: Accept an additional 100 artist profiles per call	\$150.00
Option B: Accept 2 additional media samples per call	\$200.00

[Check as applicable:] Client has elected to ___ include or ___ exclude an upgrade option as part of the CaFÉ Service. If included, then client has agreed to purchase Upgrade Option ___ and accordingly, agrees to pay the corresponding use fees.

Initial _____

ATTACHMENT 2 SET-UP AND SUPPORT

1. Set Up Services and Training. WESTAF will provide the services necessary to assist and train Client to integrate Client's Contest-related information with the Software and in the basic functioning of the Software and CaFÉ Service, consisting of standard training, web-based documentation, and standard technical support (the "Set Up Services"). Client shall assign and have available a project coordinator and sufficient personnel to assist in the timely and orderly implementation of the Software. Standard training shall be provided to two of Client's personnel, in one joint session, which may or may not include representatives of other clients, shall be conducted through electronic communication and email support, or a combination of each as determined by WESTAF.

2. Support.

2.1 Standard technical support is provided Monday through Friday (U.S. federal holidays excepted) from 9:00 a.m. to 5:00 p.m. Mountain Time (a "business day") and consists of email support and telephone support (within the U.S. and Canada) during the Term. Extended technical support will only be provided and arranged if mutually agreed by WESTAF and Client at WESTAF's then-current standard rates.

2.2 WESTAF will respond to 90% of support requests received between 9:00 a.m. and 1:00 p.m. on the same business day and to 90% of support requests received between 1:00 p.m. and 5:00 p.m. on the next business day between 9:00 a.m. and 1:00 p.m. and will respond to all support requests no later than two business days of receiving a request.

2.3 Support is limited as follows: for a Software module, to one hour per business day, but no more than two hours per week and three hours per month for the first three months and, thereafter, to no more than one hour per day and two hours per month.

2.4 Support does not include any on-site technical support or any assistance to Client in its use and operation of the Software or any other aspect of the CaFÉ Service beyond those services included as part of WESTAF's standard set up services. Any additional services may be provided based on mutual scheduling between WESTAF and Client at WESTAF's then-current standard rates and terms.

ATTACHMENT 3 CLIENT INFORMATION FORM

WESTAF | 1743 Wazee Street Suite 300 | Denver, Colorado 80202 | www.westaf.org | P (303) 629.1166 | F (303) 629.9717

CONTACT INFORMATION

Individual who will administer the call for entry in the CaFE™ system or main point of contact:

Contact1 Name:

Contact1 Organization:

Contact1 Email:

Contact1 Phone: Fax:

Mailing Address:

City: State: Zip Code:

Individual to receive invoices, statements, and remittance payments in the mail (if different from above):

Contact2 Name:

Contact2 Organization:

Contact2 Email:

Contact2 Phone: Fax:

Mailing Address:

City: State: Zip Code:

CALL FOR ENTRY INFORMATION (the "Contest") Required – do not leave this section blank.

Call Title:
(The name or title of the call for entry as it will appear on the CaFE™ website; no quotations, dashes, etc. We may revise if necessary.)

***Application Deadline Date:** **Jury Date(s):** to *(May use TBD)*
*(Application will automatically close at *11:59:59 P.M. Mountain Time. Rolling deadlines are limited to 12 months.)*

Entry Fee: **Discount?** **Coupon Code for Discount**

Choose one Jury Type setting below to determine how the entries are received. *This cannot be changed after the call opens.*

- 1) Are you jurying by art piece/work? Yes, each artwork sample will be individually scored. *(Including details and views)*
- 2) Are you jurying by artist? Yes, each artist application will be scored as a whole.

Media Requirements Additional fees may apply. Audio/video maximum limit is 6. *This cannot be changed after the call opens.*

Images: Min Max **Audio:** Min Max **Video:** Min Max *(Example: Min 1 - Max 6)*

PAYMENT INFORMATION

Payment is enclosed? **Yes.** Paying with Visa/MC (preferred) Check | **No.** Please invoice me PO

Reference ID or PO number *(if applicable):*

Paying with Visa/MC? Call 303.629.1166 with CC number OR enter CC information below and **fax to 303.629.9717.**

Credit Card # Name on Card Exp Date 3-Digit Code

For WESTAF Use Only | Licensee: MP PA ST DI O

Staff Initial: CMS _____ FINANCE _____ SETUP _____ DATE _____

One Time Setup Fee _____
 App & Jury Module Fee _____
 Artist Profile Fee _____
 Image/Media Fee _____
 Licence Effective Date START / /

Received | Awaiting | **NA** _____
 Received | Awaiting | Bill | | N/A | Auto _____
 Received | Awaiting | Bill | | N/A | Auto _____
 Received | Awaiting | Bill | | N/A | Auto _____
 License Effective Date END / /

Initial _____

ATTACHMENT 4 FINANCIAL TRANSACTION ASSISTANCE

For Clients requiring an entry fee, for which payment is processed using Visa and/or MasterCard, Client agrees to accept and pay for the following services from WESTAF for the collection and processing of payments with respect to its Contests as set forth in this Attachment (the "financial transaction assistance services") and WESTAF agrees to provide the financial transaction assistance services to Client with respect to Client's Contests as provided for in this Attachment. Undefined terms used in this Attachment have the meaning given to them in the Agreement (to which this Attachment is attached).

1. **Service.** In order to facilitate Client's use of the Software, WESTAF will act as Client's collection agent as provided for in this Attachment for the purpose of collecting and remitting to Client all application, imaging, jurying, and other fees due from the Artists who both submit applications to participate in the Client's Contests and make payment of the associated fees to Client through a credit card payment made by accessing the CaFÉ Service ("Eligible Entry Fee Payments").

2. **Available Merchant Account.** All Eligible Entry Fee Payments shall be made, captured, and credited to the Designated Merchant Account, as defined below, using the protocols and systems provided for by WESTAF as part of the CaFÉ Service. The Designated Merchant Account shall be a VISA or MasterCard merchant account maintained directly between WESTAF and a financial institution.

3. **Agent Only.** WESTAF is acting as Client's limited agent in collecting Eligible Entry Fee Payments and has no obligation to undertake any effort to collect Eligible Entry Fee Payments other than, as part of the CaFÉ Service, to create and maintain protocols which are standard in the industry for the collection of credit card payments through web-based software and, subject to the terms of this Attachment, to remit to Client all such payments which are captured through such protocols.

4. **Term of Agency.** WESTAF shall act as Client's limited collection agent for the Term and, thereafter, only as agreed to between WESTAF and Client.

5. **Ultimate Collection Not Guaranteed.** WESTAF promises to act in a commercially reasonable manner in acting as Client's limited collection agent and makes no promise, representation, or warranty of collection or the collection of any actual Eligible Entry Fee Payment or any specific amount of such payments.

6. **Charge Backs.** If an Eligible Entry Fee Payment is credited to the Designated Merchant Account and later, through no fault of WESTAF, the credit is reversed or a charge is made to the Designated Merchant Account because a previous credit for an Eligible Entry Fee Payment is disallowed (a "Charge Back"), then WESTAF shall have no obligation to remit the involved Artist Entry Fee Payment to Client or, if previously remitted to Client, shall have the right to charge future remittances due to Client in the amount of the involved Charge Back or, if no further remittances are due Client, to charge Client for the amount of the involved Charge Back which amount shall then be due and payable as other fees are due and payable under the Agreement.

7. **Financial Transaction Assistance Fee.** For its services in acting as Client's limited collection agent and otherwise providing financial transaction assistance services, WESTAF shall be entitled to charge Client and withhold from remittances of Eligible Entry Fee Payments an amount equal to three and 25/100th percent (3.25%) of all Eligible Entry Fee Payments processed by WESTAF through the CaFÉ Service (the "Financial Transaction Assistance Fee"). **ALL FEES AND THE FINANCIAL TRANSACTION ASSISTANCE FEE DUE TO WESTAF SHALL BE SET OFF BY WESTAF AGAINST THE ELIGIBLE ENTRY FEE PAYMENTS COLLECTED BY WESTAF AND IF NOT SET OFF AGAINST SUCH PAYMENTS SHALL BE DUE AND PAYABLE FROM CLIENT TO WESTAF AS OTHER FEES ARE DUE AND PAYABLE UNDER THE AGREEMENT.**

8. **Remittances.** WESTAF shall remit the net amount of the Eligible Entry Fee Payments collected to Client within thirty (30) days of the close of the application period for Client's Contest, or sooner or more often if mutually agreed to in writing, by check or other means as mutually agreed to by Client and WESTAF. As used in this subparagraph, the "net amount of the Eligible Entry Fee Payments" means the gross amount of Eligible Entry Fee Payments collected by WESTAF during the remittance period, less any Fees then due WESTAF, the Financial Transaction Assistance Fee due with respect to the Eligible Entry Fee Payments being remitted, and Charge Backs for that remittance period.

Meeting Date: January 27, 2015

Agenda Item 6
Memorandum No. 15-005

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: A RESOLUTION ASSESSING AS A LIEN THE CITY'S COST TO ABATE PUBLIC NUISANCES ON REAL PROPERTIES IN THE TOTAL AMOUNT OF \$3,369.90.

Summary of Purpose and Why:

The Code Compliance Division had 6 parcels cleared of nuisance violations through the Nuisance Abatement Program. In that the respective owners have failed to pay for the costs and administrative fees, it is necessary to place a lien against the property. In order to place these liens the City Commission is required by section 96.32 of the City Code of Ordinances to adopt the attached resolution.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Development Services Department
- (2) Primary staff contact: Miguel A. Núñez / Robin M. Bird Ext. 7774 / 4634
- (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
City Attorney	01/13/15	Approved	See Attached Resolution <i>ABZ</i>
Building Division	01/13/15	Approval	<i>[Signature]</i>
Dev. Services	01/13/15	Approval	<i>[Signature]</i>

Advisory Board
 Development Services Director
 City Manager *[Signature]*

Dennis W. Beard

ACTION TAKEN BY COMMISSION:

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

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH PURSUANT TO CHAPTER 96 OF THE CITY'S CODE OF ORDINANCES, ASSESSING THE CITY'S COSTS FOR ABATING PUBLIC NUISANCE CONDITIONS ON REAL PROPERTY(IES) IN THE CITY AND PROVIDING THAT UPON THE RECORDING OF THIS RESOLUTION SAID ASSESSMENT, INCLUDING ADMINISTRATION AND INSPECTION COSTS, SHALL BE A LIEN AGAINST THE PROPERTY(IES) WHICH SHALL BEAR INTEREST AS SET FORTH IN SECTION 55.03, FLORIDA STATUTES, AND BE CO-EQUAL WITH LIENS OF AD VALOREM TAXES; DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THE RESOLUTION AND TO PROVIDE OWNER(S) WITH A NOTICE OF LIEN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 96 of the Code of Ordinances of the City of Pompano Beach (the "Code") entitled "Health and Safety", the City Manager or the City Manager's agent or assigns (the "City's Designated Representative") declared that a public nuisance existed on the real property(ies) described in the list attached hereto and made a part hereof; and

WHEREAS, as provided by § 96.28 of the Code, the City's Designated Representative inspected said property(ies) and determined that a public nuisance as defined by § 96.26 of the Code existed, and thereafter provided the respective property owner(s) with written notice that described the subject nuisance(s) and advised if the owner(s) did not abate the nuisance(s) within seven (7) days or file a written request for a hearing within five (5) days, the City of Pompano Beach (the "City") would proceed to correct the public nuisance condition(s) and the cost thereof, including inspection, administration and collection costs would be levied as an assessment against the property(ies); and

WHEREAS, the property owner(s) failed to timely abate the nuisance(s) existing upon the property(ies) or request a hearing pursuant to § 96.30 of the Code, or the property owner(s) did request and receive a hearing which resulted in a determination that public nuisance conditions existed on the property(ies) and the owner(s) thereafter failed to timely abate said public nuisance(s); and

WHEREAS, the City, through agents or contractors, did therefore enter upon the property(ies) and incur costs to abate the public nuisance(s); and

WHEREAS, pursuant to § 96.32 of the Code, the City Commission desires to assess the City's costs to abate the subject public nuisance(s), including inspection and administration, which shall serve as a lien against the property(ies) described in the exhibit to this Resolution co-equal with liens of ad valorem taxes and prior in dignity to any other lien, including mortgages, irrespective of the date of recording of the lien or the date of recording any mortgage or other lien on the property, and such lien shall survive any action to foreclose such inferior lien; and

WHEREAS, such assessment, pursuant to Section 96.32 of the Code, shall bear interest as set forth in F. S. § 55.03 and if collection proceedings are necessary, property owner(s) would be assessed to pay the costs of such proceeding, including attorney's fees; now, therefore

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

SECTION 1. That assessments for the City's costs of abating nuisances in the individual amount(s) set forth in the attached exhibit are hereby levied against the subject property(ies) described therein and shall serve as a lien against the said property(ies) which shall be co-equal with liens of ad valorem taxes and prior in dignity to any other lien, including mortgages, irrespective of

the date of recording of the lien or the date of recording any mortgage or other lien on the property, and such lien shall survive any action to foreclose such inferior lien

SECTION 2. That said assessments shall be legal, valid and binding obligations on the subject property(ies).

SECTION 3. That the City Clerk is directed to record a certified copy of this Resolution in the Public Records of Broward County and simultaneously send a Notice of Lien as prescribed in § 96.32 of the Code to the property owner(s).

SECTION 4. Upon the date and time of recording of the certified copy of this Resolution in the Public Records, a lien shall become effective on the property(ies) to secure the cost of abatement, including inspection and administration. Interest on said lien shall accrue at the per annum rate prescribed by § 55.03, Florida Statutes, as now enacted or as may hereafter be amended.

SECTION 5. If collection proceeds are necessary and instituted, the cost of such proceeding, including reasonable attorney's fees, shall be assessed against the property owner(s).

SECTION 6. That this Resolution shall become effective immediately from the date of adoption.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

GBL/jrm
1/6/15
l:reso/2015-159

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 1/27/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
8/24/2014	64242	CAMARDA,GARY 3414 DOVER ROAD POMPANO BEACH, FL 33062	3414 DOVER Rd POMPANO BEACH, FL 33062 484329040800 HILLSBORO SHORES SEC A 21-14 B LOT 19 BLK 6	10/10/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	Precision Cuts Lawn Care And Maintenance Services, INC				\$320.00	\$101.00	\$421.00	\$0.00	\$421.00
9/5/2014	64953	MENTONE MANAGEMENT LLC PO BOX 409584 ATLANTA, GA 30384	No Address #LOT SOUTH OF 616 NW 3 AVE 484235100070 SUMPTERS COL ADD TO POMPANO AMENDED PLAT 1- 12 B LOT 10 LESS W 10 FOR RD	11/15/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	IRF IRRIGATION, LLC.				\$347.50	\$101.00	\$448.50	\$0.00	\$448.50
9/5/2014	64952	GASSETT-WILLIAMS,CHELSEA LE WILLIAMS,LORENZO D 8813 NIGHT WIND LN FORT WORTH, TX 76244	700 NW 3 Ave POMPANO BEACH, FL 33060 484235100040 SUMPTERS COL ADD TO POMPANO AMENDED PLAT 1- 12 B LOT 7	11/15/2014					
Book/Page	Contractor				Abatement	Admin Fee	Total	Payment	Balance
	IRF IRRIGATION, LLC.				\$244.25	\$101.00	\$345.25	\$0.00	\$345.25
9/27/2014	67152	WELLS FARGO BANK NA 4101 WISEMAN BLVD TX SAN ANTONIO , TX 78251	3140 ESTATES Dr POMPANO BEACH, FL 33069 494204030170 PALM-AIRE ESTATES 1ST SEC 73-19 B LOT 17 BLK 1	11/15/2014					

NOTICES OF PUBLIC NUISANCE/NOTICE OF ASSESSMENT BATCH REPORT

Resolution No. 1/27/2015

Date Issue	Case	Owner Info	Address/Folio/Legal Desc	Date Abated					
	Book/Page	Contractor			Abatement	Admin Fee	Total	Payment	Balance
		IRF IRRIGATION, LLC.			\$905.65	\$101.00	\$1,006.65	\$0.00	\$1,006.65
10/9/2014	66986	SIMMONDS,STUART W 338 AVONDALE DR #3 POMPANO BEACH, FL 33060	1581 NE 48 St POMPANO BEACH, FL 33064 484307022420 POMPANO BEACH HIGHLANDS 34-38 B LOT 16 BLK 11	11/15/2014					
	Book/Page	Contractor			Abatement	Admin Fee	Total	Payment	Balance
		IRF IRRIGATION, LLC.			\$635.00	\$101.00	\$736.00	\$0.00	\$736.00
10/23/2014	67679	COCHRAN,CHRISTOPHER R COCHRAN,ROBERT BALINE JR ETAL 5911 GRANDVILLE RD TAMPA, FL 33617	1200 NE 27 Ave POMPANO BEACH, FL 33062 484330230250 HARBOR VILLAGE SEC H 45- 46 B LOT 13 BLK 3	11/15/2014					
	Book/Page	Contractor			Abatement	Admin Fee	Total	Payment	Balance
		IRF IRRIGATION, LLC.			\$311.50	\$101.00	\$412.50	\$0.00	\$412.50
Total Cases for Nuisance Abatement							6		
Total Cost of Abatement							\$2,763.90		
Total Administrative Cost							\$606.00		
Total Cost of Nuisance Abatement							\$3,369.90		
Total Payments							\$0.00		
Balance							\$3,369.90		

Meeting Date: 1/27/2015

Agenda Item 7

REQUESTED COMMISSION ACTION:

Consent Ordinance 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 LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF LANDSCAPE, IRRIGATION AND/OR HARDSCAPE IMPROVEMENTS ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE. COST (\$204,973)

SUMMARY OF PURPOSE AND WHY:

The City earned a FY14/15 Broward Highway Beautification Grant to enhance landscaping roadway medians on Sample Road (SR 834) from the Florida Turnpike to Military Trail. In order to implement the project, the three (3) attached agreements between the City and Florida Department of Transportation (FDOT) are necessary: Locally Funded Agreement (LFA), A Three Party Escrow Agreement and an Amendment number seven (7) to Landscape Inclusive Maintenance Memorandum of Agreement. Total Project Cost is \$409,946 and City's cost share is \$204,973.

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: Canopy Tree Trust Fund and CIP #14-222 (302-7500-530.65-12)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>1/15/15</u>	APPROVE	<u>Robert A. McCaughan</u>
Finance	<u>1/20/15</u>	APPROVE	<u>S. Pebble</u>
City Attorney	<u>1/20/15</u>	APPROVE	<u>London B. Brown</u>
Budget	<u>1-20-15</u>	APPROVE	<u>[Signature]</u>

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]
[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2015-418

January 6, 2015

TO: Robert A. McCaughan, Public Works Director
FROM: Gordon B. Linn, City Attorney
RE: Locally Funded Agreement between the City and FDOT

As requested in your memorandum dated December 30, 2014, Public Work's Department Memorandum No. 2015-019, I have prepared and attached the following captioned resolutions:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF LANDSCAPE, IRRIGATION AND/OR HARDSCAPE IMPROVEMENTS ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE.

~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THREE PARTY ESCROW AGREEMENT AMONG THE CITY OF POMPANO BEACH, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY, RELATING TO THE LANDSCAPE, IRRIGATION AND/OR HARDSCAPE IMPROVEMENTS PROJECT ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE.~~

~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DISTRICT FOUR (4) AMENDMENT NUMBER SEVEN (7) TO LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE~~

**CITY OF POMPANO BEACH AND THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL LANDSCAPE
IMPROVEMENTS ON STATE ROAD 834 (SAMPLE ROAD) FROM STATE
ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN
EFFECTIVE DATE.**

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



GORDON B. LINN

/jrm
l:cor/pw/2015-418

Attachments

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 LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF LANDSCAPE, IRRIGATION AND/OR HARDSCAPE IMPROVEMENTS ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; 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

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT**

THIS Locally Funded Agreement ("Agreement"), entered into this _____ day of _____
____ 20 ____, by and between the State of Florida Department of Transportation hereinafter called the
DEPARTMENT, and the City of Pompano Beach located at 1201 N.E. 5th Avenue, Pompano Beach, Florida
33060, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the PARTICIPANT is providing the DEPARTMENT with financial assistance for certain
improvements in connection with Financial Management (FM) Number 431526-1-52-01/02, (Funded in
Fiscal Year 2014/2015) for the installation of landscape, irrigation, and/or hardscape improvements along
SR834/Sample Road from SR-91/Florida's Turnpike to Military Trail in Broward County, Florida. Refer
to **Exhibit A**, Scope of Services, attached hereto and made a part hereof; and

WHEREAS, for purposes of this Agreement improvements to be made as stated above are hereinafter
referred to as the Project; and

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and
it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities;
and

WHEREAS, the PARTICIPANT by Resolution No. _____ adopted on _____
, 20____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to
enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the
PROJECT, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The DEPARTMENT shall be responsible for assuring that the Project complies with all
applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The PARTICIPANT agrees to make all previous studies, maps, drawings, surveys and other
data and information pertaining to the Project available to the DEPARTMENT at no extra
cost.
4. The estimated total cost for this Project, as set forth in the DEPARTMENT's adopted
work program is FOUR HUNDRED NINE THOUSAND NINE HUNDRED FORTY SIX
DOLLARS AND NO CENTS (\$409,946.00). The DEPARTMENT and the PARTICIPANT
both agree to pay 50% of the estimated Project cost. The PARTICIPANT's share for the
Project is estimated to be a payment of TWO HUNDRED FOUR THOUSAND NINE

HUNDRED SEVENTY THREE DOLLARS AND NO CENTS (\$204,973.00), which sum shall be paid to the DEPARTMENT. In the event the PARTICIPANT's share of the actual cost of the Project results in a decrease in the PARTICIPANT's payment, the difference will be refunded to the PARTICIPANT. In the event the actual cost of the Project, without modifications, results in a sum greater than FOUR HUNDRED NINE THOUSAND NINE HUNDRED FORTY SIX DOLLARS AND NO CENTS (\$409,946.00), then any additional cost shall be the sole responsibility of the PARTICIPANT.

- A. The PARTICIPANT agrees that it will, within thirty (30) days of execution of this Agreement, furnish the DEPARTMENT with a check in the amount of TWO HUNDRED FOUR THOUSAND NINE HUNDRED SEVENTY THREE DOLLARS AND NO CENTS (\$204,973.00) towards the Project Costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Adopted work program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Project No. 431526-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project 431526-1-52-02.

Payment shall be mailed to:

Florida Department of Transportation
Professional Services Unit- Attention: Leos A. Kennedy, Jr.
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309-3421

- B. The PARTICIPANT's share of the accepted bid for the Project (hereinafter referred to as "Accepted Bid") and the DEPARTMENT's Improvements is hereinafter defined as the "Total Accepted Bid". If the Accepted Bid plus allowances is in excess of the advance deposit amount, the PARTICIPANT will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT or prior to posting of the Accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The DEPARTMENT will notify the PARTICIPANT as soon as it becomes apparent the Accepted Bid amount plus allowances are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. If the PARTICIPANT cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating when the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The PARTICIPANT understands the request and approval of the

additional time could delay the Project and additional costs may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

- C. If the PARTICIPANT's payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the PARTICIPANT's payment for the accepted bid amount plus allowances if such refund is requested by the PARTICIPANT in writing.
- D. Should Project modifications occur that increase the PARTICIPANT's payment for the Project, the PARTICIPANT will be notified by the DEPARTMENT. The PARTICIPANT agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Project. The DEPARTMENT shall notify the PARTICIPANT as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the DEPARTMENT to so notify the PARTICIPANT shall not relieve the PARTICIPANT from its obligation to pay for its full participation. Funds due from the PARTICIPANT, for the Project, not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to *Section 55.03, F.S.*
- E. The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the Contractor. The DEPARTMENT considers the Project and the landscape work complete when the final payment has been made to the Contractor, not when the construction work is complete. All Project construction cost records and accounts shall be subject to audit by a representative of the PARTICIPANT for a period of three (3) years after final close out of the Project and the resurfacing work. The PARTICIPANT will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the PARTICIPANT. If the final accounting is not performed within three hundred sixty (360) days, the PARTICIPANT is not relieved from its obligation to pay.
- F. In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the PARTICIPANT will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The PARTICIPANT agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.*, on any invoice not paid within forty (40) calendar days until the invoice is paid.

- G. The payment of funds under this Agreement will be sent directly to the Department of Financial Services, Division of Treasury for deposit as provided in the Three Party Escrow Agreement between the PARTICIPANT, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury a copy of which is attached hereto and made a part hereof as **Exhibit B**.
5. On December 5, 2007 the PARTICIPANT and the DEPARTMENT entered into a Landscape Inclusive Maintenance Memorandum of Agreement (LIMMOA) whereby the PARTICIPANT agreed to maintain certain landscape improvements. The PARTICIPANT and the DEPARTMENT will enter into an Amendment to the LIMMOA whereby the PARTICIPANT shall agree to maintain the Project in accordance with terms of the Amendment and the LIMMOA. A copy of the amendment is attached hereto and made part hereof as **Exhibit C**.
6. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to such litigation shall be in Broward County.
7. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
8. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT, or June 30, 2017 whichever occurs first.
9. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the AGREEMENT without liability.
10. The PARTICIPANT / Vendor/ Contractor:
- A. 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 PARTICIPANT/ Vendor/ Contractor during the term of the contract; and
 - B. 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.

11. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
13. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Kenzot Jasmin, P.E.
A second copy to: Office of the General Counsel

If to the PARTICIPANT:

City of Pompano Beach
1201 N.E. 5th Avenue
Pompano Beach, FL 33060
Attn: Rob McCaughan
With a copy to: City Attorney
City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, FL 33060

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
GERRY O'REILLY, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

LEGAL REVIEW:

APPROVED:

BY: _____
OFFICE OF THE GENERAL COUNSEL

BY: _____
DISTRICT PROGRAM MANAGEMENT ENGINEER

"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
Scope of Services
FM# 431526-1-52-01/02

Installation of an irrigation system, landscape, and/ or hardscape along SR-834/Sample Road from the SR-91/Florida Turnpike to Military Trail.

SECTION No.(s): 86028
S.R. No.(s): 834
FM/PERMIT No: 431526-1-52-01/02
COUNTY: BROWARD

EXHIBIT A

**LANDSCAPE IMPROVEMENTS PROJECT LIMITS
MAINTENANCE BOUNDARIES LIMITS AND LOCATION MAP**

- I. **LANDSCAPE PROJECT LIMITS:**
State Road 834 (Sample Road) from State Road 91 (Florida Turnpike) (M.P. 5.030) to Military Trail (M.P. 7.116)

- II. **INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS:**
State Road 834 (Sample Road) (M.P. 5.030) (Florida Turnpike) to (M.P. 9.481) (State Road 5)

- III. **MAINTENANCE BOUNDARY LIMITS MAP:**

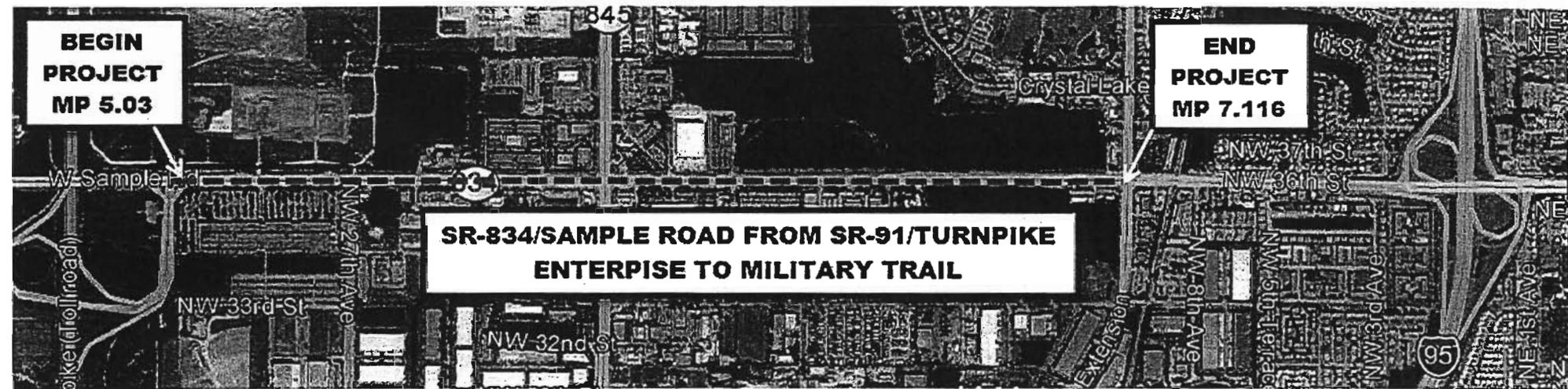
*All limits of the original agreement and amendments shall apply

Please See Attached

**BEGIN
PROJECT
MP 5.03**

**END
PROJECT
MP 7.116**

**SR-834/SAMPLE ROAD FROM SR-91/TURNPIKE
ENTERPISE TO MILITARY TRAIL**



SECTION No.(s): 86028
S.R. No.(s): 834
FM/PERMIT No: 431526-1-52-01/02
COUNTY: BROWARD

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Keith and Schnars
Bruce K. Reed, RLA
Date: October 22, 2014

Sheets LD 1-4
Sheets SQ 1 & 2
Sheets LD 5-41

COMPONENTS OF CONTRACT PLANS SET

LANDSCAPE PLANS

A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SIGNATURE SHEET
LD-3	SUMMARY OF PAY ITEMS
LD-4	LANDSCAPE TABULATION
SQ-1	SUMMARY OF QUANTITIES
SQ-2	SUMMARY OF QUANTITIES
LD-5	LANDSCAPE NOTES
LD-6	LANDSCAPE DETAILS
LD-7	SHEET LAYOUT
LD-8 TO LD-26	LANDSCAPE PLAN
LD-27	IRRIGATION NOTES
LD-28	IRRIGATION DETAILS
LD-29	IRRIGATION DETAILS
LD-30	IRRIGATION TABULATION
LD-31 TO LD-38	IRRIGATION PLAN
LD-39	TRAFFIC CONTROL PLAN
LD-40	TRAFFIC CONTROL PLAN
LD-41	STORMWATER POLLUTION PREVENTION PLAN

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, 2015 DESIGN STANDARDS AND
REVISED INDEX DRAWINGS AS APPENDED HEREIN, AND 2015 STANDARD
SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY
CONTRACT DOCUMENTS.

FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE
FOLLOWING WEBSITE:

<http://fdot.state.fl.us/standards>

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION
CLICK ON THE "SPECIFICATIONS" LINK AT THE
FOLLOWING WEBSITE:

<http://fdot.state.fl.us/specifications>

REVISIONS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 431526-1-52-01

BROWARD COUNTY (86028)
STATE ROAD NO. 834/SAMPLE ROAD
FROM SR-91/TURNPIKE ENTERPRISE TO MILITARY TRAIL

LANDSCAPE PLANS

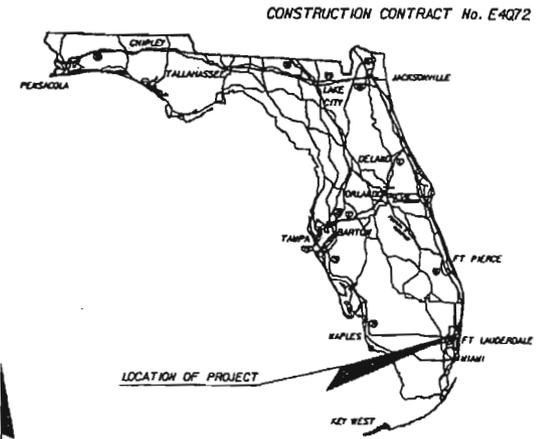
R 42 E
R 43 E

END PROJECT
MP 7.116

BEGIN PROJECT
MP 5.03



T 48 S
T 49 S



LOCATION OF PROJECT



CONSTRUCTION CONTRACT No. E4072

LANDSCAPE SHOP DRAWINGS
TO BE SUBMITTED TO:

BRUCE K. REED, RLA
KEITH AND SCHNARS, P.A.
6500 N. ANDREWS AVE.
FT. LAUDERDALE, FL 33309

PLANS PREPARED BY:

KEITH AND SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS
6500 N. ANDREWS AVE., FT. LAUDERDALE, FL 33309
(954) 776-1616

CERTIFICATE OF AUTHORIZATION NO. 1337

VENDOR IDENTIFICATION NO. 59-1406-307
CONTRACT NO. C9E38

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

PROGRESS SUBMITTAL

PROJECT LENGTH IS BASED ON BASELINE OF SURVEY

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY		
BRIDGES		
NET LENGTH OF PROJECT	11,014.08	2.086
EXCEPTIONS		
GROSS LENGTH OF PROJECT	11,014.08	2.086

FDOT PROJECT MANAGER: KENZOT JASMIN, P.E.

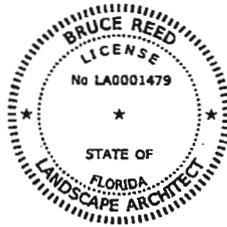
KEY SHEET REVISIONS	
DATE	DESCRIPTION

LANDSCAPE PLANS
LANDSCAPE ARCHITECT BRUCE K. REED, RLA
OF RECORD:

RLA NO. 0001479

FISCAL YEAR	SHEET NO.
15	LD-1

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-11.01, F.A.C.

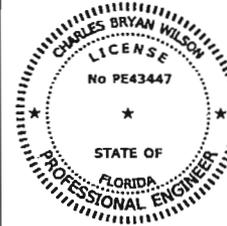


KEITH AND SCHNARS, P.A.
 6500 NORTH ANDREWS AVE
 FT. LAUDERDALE, FL 33309
 CERTIFICATE OF AUTHORIZATION #1337
 BRUCE REED, R.L.A. NO. 0001479

THE ABOVE NAMED PROFESSIONAL LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SIGNATURE SHEET
LD-3	SUMMARY OF PAY ITEMS
LD-4	TABULATION OF QUANTITIES
SQ-1	SUMMARY OF QUANTITIES
SQ-2	SUMMARY OF QUANTITIES
LD-5	LANDSCAPE NOTES
LD-6	LANDSCAPE DETAILS
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LD-31 TO LD-38	IRRIGATION PLAN
LD-39	TRAFFIC CONTROL PLAN
LD-40	TRAFFIC CONTROL PLAN
LD-41	STORMWATER POLLUTION PREVENTION PLAN



KEITH AND SCHNARS, P.A.
 6500 NORTH ANDREWS AVE
 FT. LAUDERDALE, FL 33309
 CERTIFICATE OF AUTHORIZATION #1337
 CHARLES BRYAN WILSON, P.E. NO. 43447

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.003, F.A.C.

LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-2	SIGNATURE SHEET
SQ-2	SUMMARY OF QUANTITIES
LD-39	TRAFFIC CONTROL PLAN
LD-40	TRAFFIC CONTROL PLAN

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6000-1061, F.A.C.

REVISIONS				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	LD-2		
				LANDSCAPE ARCHITECT OF RECORD: BRUCE REED, R.L.A. #0001479 CERTIFICATE OF AUTHORIZATION #1337 KEITH and SCHNARS, P.A. <small>6500 N. Andrews Ave. Ft. Lauderdale, FL 33309-2132 (954)716-1616</small>			ROAD NO. 834 COUNTY BROWARD FINANCIAL PROJECT ID 431526-1-52-01	SIGNATURE SHEET

10/20/2014 17:05:28 PM

FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT SUMMARY OF PAY ITEMS FOR PROPOSAL: E4Q72						
LEAD PROJECT : 431526-1-52-01			DISTRICT : 04		COUNTY/SECTION : 86028000	
PROJECT(S) : 43152615201			COUNTY : BROWARD			
0600 SUMMARY OF LANDSCAPE / PERIPHERAL						
SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	43152615201	QUANTITY TOTAL
		0999- 2-	LUMP SUM CONTRACT, ALTERNATIVE BIDDING	43152615201	LS	1.000 1.000
		0999- 25-	INITIAL CONTINGENCY AMOUNT, DO NOT BID	43152615201	LS	1.000 1.000

REVISIONS						<small>LANDSCAPE ARCHITECT OF RECORD: BRUCE K. JELLS, P.E., AIA, AASHTO CERTIFICATE OF AUTHORIZATION #11321</small> KEITH and SCHNARS, P.A. <small>8000 N. Andrews Ave., Ft. Lauderdale, FL 33306-2132 (954)776-1816</small>	<small>STATE OF FLORIDA</small> DEPARTMENT OF TRANSPORTATION			SUMMARY OF PAY ITEMS	SHEET NO. LD-3
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
							834	BROWARD	431526-1-52-01		

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-2.04, F.A.C.

SUMMARY OF LITTER REMOVAL AND MOWING									
PHASE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL			MOWING			REMARKS
			CYCLES	AREA		CYCLES	AREA		
				AC/CYCLE	TOTAL (AC)		AC/CYCLE	TOTAL (AC)	
CONSTRUCTION	70	30	3	1		3	1		
ESTABLISHMENT	730	30	24	1		24	1		

NOTE: LIMITS OF MOWING AND LITTER REMOVAL INCLUDE ALL MEDIANS AND NEWLY SODDED AND PLANTED AREAS WITHIN THE PROJECT LIMITS.

NOTES:

- 1.) SUMMARY OF LITTER REMOVAL AND MOWING APPLIES TO CONSTRUCTION PERIOD ONLY.
- 2.) THE PHASE DURATIONS SHOWN ARE NOT BASED ON PROJECT SCHEDULE AND SHALL NOT BE USED FOR SCHEDULING PURPOSES BY THE CONTRACTOR.

NOTICE: THIS IS A PRELIMINARY SUMMARY OF QUANTITIES. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES AND CONDITIONS. BIDDING AND CONTRACTING SHALL BE BASED ON THE CONTRACT DOCUMENTS.

REVISIONS				LANDSCAPE ARCHITECT OF RECORD, BRUCE K. HILL, P.E., 0001-09 CERTIFICATE OF AUTHORIZATION #1121		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						834	BROWARD	-431526-1-52-01	SQ-1

SUMMARY OF QUANTITIES

LANDSCAPE NOTES

- 1) FOLLOW THESE NOTES IN ADDITION TO FDOT STANDARD SPECIFICATIONS AND DESIGN STANDARDS.
- 2) VERIFY SITE CONDITIONS BEFORE BIDDING. INSTALLATIONS MAY REQUIRE ADDITIONAL EQUIPMENT FOR SPECIFIC SITE CONDITIONS.
- 3) BEFORE THE PRECONSTRUCTION MEETING, SUBMIT:
 - 3-1) REGISTRATION WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY;
 - 3-2) LANDSCAPE CONTRACTOR CERTIFICATION, BY THE FLORIDA NURSERY, GROWERS, AND LANDSCAPE ASSOCIATION;
 - 3-3) ARBORIST CERTIFICATION, BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE;
 - 3-4) UNIT COST BREAKDOWN FOR EACH ITEM OF WORK;
 - 3-5) WEED CONTROL PRODUCT INFORMATION AND APPLICATION PROCEDURES;
 - 3-6) SOIL AMENDMENT PRODUCT INFORMATION AND APPLICATION PROCEDURES;
 - 3-7) WATERING APPLICATION PROCEDURES;
 - 3-8) FERTILIZER PRODUCT INFORMATION AND APPLICATION PROCEDURES;
 - 3-9) GREEN INDUSTRIES BEST MANAGEMENT PRACTICES CERTIFICATION;
- 4) A CERTIFIED LANDSCAPE CONTRACTOR SHALL DIRECT LANDSCAPE OPERATIONS.
- 5) PLAN DEVIATIONS:
 - INSTALL LARGE PLANTS A MINIMUM OF 7 FEET FROM FIRE PROTECTION EQUIPMENT. INSTALL LARGE PLANT ROOTBALLS A MINIMUM OF 2 FEET FROM UNDERGROUND UTILITIES. INSTALL NO MATERIAL THAT WILL BLOCK OR CREATE CONFLICTS WITH:
 - 5-1) SIGNS;
 - 5-2) GATES;
 - 5-3) LIGHTS;
 - 5-4) BILLBOARDS;
 - 5-5) ACCESS WAYS;
 - 5-6) FIRE HYDRANTS;
 - 5-7) UTILITY RIGHT TREE/RIGHT PLACE SETBACKS;
 - 5-8) OVERHEAD AND UNDERGROUND STRUCTURES AND UTILITIES;
 - 5-9) ANSI Z133 UTILITY CLEARANCE REQUIREMENTS;
 - 5-10) FDOT MAINTENANCE RATING PROGRAM REQUIREMENTS;
 NOTIFICATION IS REQUIRED WHEN THESE ISSUES ARE ENCOUNTERED. FIELD ADJUSTMENTS REQUIRE APPROVAL.
- 6) TREE PROTECTION:
 - BARRICADE AND PROTECT EXISTING PLANTS ADJACENT TO INSTALLATION ACTIVITIES. SUBMIT A SHOP DRAWING OF THE PROTECTION METHOD TO THE DISTRICT LANDSCAPE ARCHITECT FOR REVIEW BEFORE THE PRECONSTRUCTION MEETING. REPLACE PLANTS DAMAGED OR DESTROYED BY CONSTRUCTION WITH THE SAME SPECIES, SIZE, AND QUALITY, OR BETTER.
- 7) SOIL AMENDMENT:
 - BACKFILL PLANTING HOLES WITH A 50/50 MIX OF 100 PERCENT DECOMPOSED COMPOST AND EXISTING SOIL. MIX INTO PLANTING HOLES DURING INSTALLATION. REMOVE ROCKS OVER 1 INCH.
- 8) PLANT ESTABLISHMENT AND MAINTENANCE THROUGHOUT CONSTRUCTION AND THE PLANT ESTABLISHMENT PERIOD:
 - 8-1) WEED CONTROL:
 - ERADICATE FLORIDA EXOTIC PEST PLANT COUNCIL CATEGORY ONE INVASIVE PLANT SPECIES AND THEIR SEEDS, AND VINES, BOTH NATIVE AND NON-NATIVE. THIS INCLUDES FROM WALLS AND WITHIN FENCES. APPLY BOTH PRE AND POST-EMERGENT HERBICIDE WITH INDICATOR DYE AND REAPPLY WHEN REGROWTH APPEARS.
 - 8-2) WATERING:
 - MAINTAIN THE SOIL MOISTURE AT FIELD CAPACITY. FIELD CAPACITY WILL BE DETERMINED FROM A 4 INCH DEEP EXCAVATION WHERE THE SOIL MUST HOLD TOGETHER AND FORM A HAND CLUMP.
 - 8-3) FERTILIZATION:
 - APPLY 13 APPLICATIONS OF 8-2-12+4 MG FERTILIZER, PLUS WATER SOLUBLE MICRONUTRIENTS, 100 PERCENT OF THE (N) NITROGEN, (K) POTASSIUM, (MG) MAGNESIUM AND (B) BORON MUST BE IN SLOW RELEASE FORM. APPLY AT A RATE OF 1.5 POUNDS OF ACTUAL FERTILIZER (NOT N) PER 100 SQUARE FEET

- FROM A CALIBRATED SPREADER. BEGIN FERTILIZATION DURING INSTALLATION AND REPEAT EVERY 3 MONTHS.
- 8-4) MAINTAIN A 3 INCH MULCH COVER.
- 8-5) PRUNING:
 - A CERTIFIED ARBORIST SHALL DIRECT PRUNING OPERATIONS. FOLLOW ANSI A300 PART 1 PRUNING STANDARDS AND THESE PLANS. PRUNING IS REQUIRED DURING INSTALLATION AND THROUGHOUT THE PLANT ESTABLISHMENT PERIOD TO:
 - 8-5.1) REMOVE CROSSING, DEFLECTING, AND CIRCLING ROOTS;
 - 8-5.2) REMOVE CROSSING, DEAD, DAMAGED AND CODOMINANT BRANCHES;
 - 8-5.3) MAINTAIN FLORIDA NUMBER 1 BRANCH STRUCTURE;
 - 8-5.4) MAINTAIN FDOT MAINTENANCE RATING PROGRAM REQUIREMENTS AND MAST ARM CLEARANCES;
 - 8-5.5) MAINTAIN INDEX 546 HORIZONTAL AND VERTICAL CLEARANCES WITHIN THE LIMITS OF CLEAR SIGHT;
 - 8-5.6) MAINTAIN VISIBILITY OF SIGNS;

GENERAL NOTES

- 1) PROTECT ALL PUBLIC LAND CORNERS AND PRIMARY NETWORK CONTROL SURVEY MONUMENTS, CORNERS AND MONUMENTS WITHIN THE WORK ZONE AND IN DANGER OF BEING DAMAGED, DESTROYED OR COVERED SHALL BE PROPERLY REFERENCED BY A REGISTERED LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS BEFORE WORK. UPON PROJECT COMPLETION, RESTORE ALL SUCH CORNERS AND MONUMENTS AND FURNISH TO THE DISTRICT LOCATION SURVEYOR, A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING.
- 2) EXCESS MATERIAL, AS DESIGNATED BY THE ENGINEER, IS TO BE DISPOSED OF IN AREAS PROVIDED BY HIM WITHIN 72 HOURS OF BEING DEPOSITED IN THE CONSTRUCTION AREA.
- 3) EXISTING UTILITIES ARE BACKFILLED WITH FLOWABLE FILL. LARGE CHUNKS OF EXCAVATED MATERIAL SHALL BE REPLACED WITH SUITABLE MATERIAL OR PROCESSED TO MAKE THEM SUITABLE FOR BACKFILLING OR EMBANKMENT CONSTRUCTION.
- 4) THE CONTRACTOR SHALL PERFORM STANDARD CLEARING AND GRUBBING FOR THE WORK BEING DONE AS APPROVED BY THE ENGINEER.

UTILITY NOTES

- 1) FOR UTILITY ADJUSTMENT SYMBOLS, SEE STANDARD INDEX NO.002.
- 2) ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.
- 3) TWO FULL BUSINESS DAYS PRIOR TO DIGGING, CALL SUNSHINE STATE ONE CALL OF FLORIDA, TELEPHONE NUMBER 811, AND THE UTILITY OWNER AND REQUEST UTILITY LOCATIONS. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.
- 4) THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT MAY HAVE ELECTRIC, TELEPHONE, GAS, WATER AND/OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES. THE ADDITIONAL COST OF EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED ITEM FOR THE WORK BEING DONE.

UTILITY CONTACT LIST

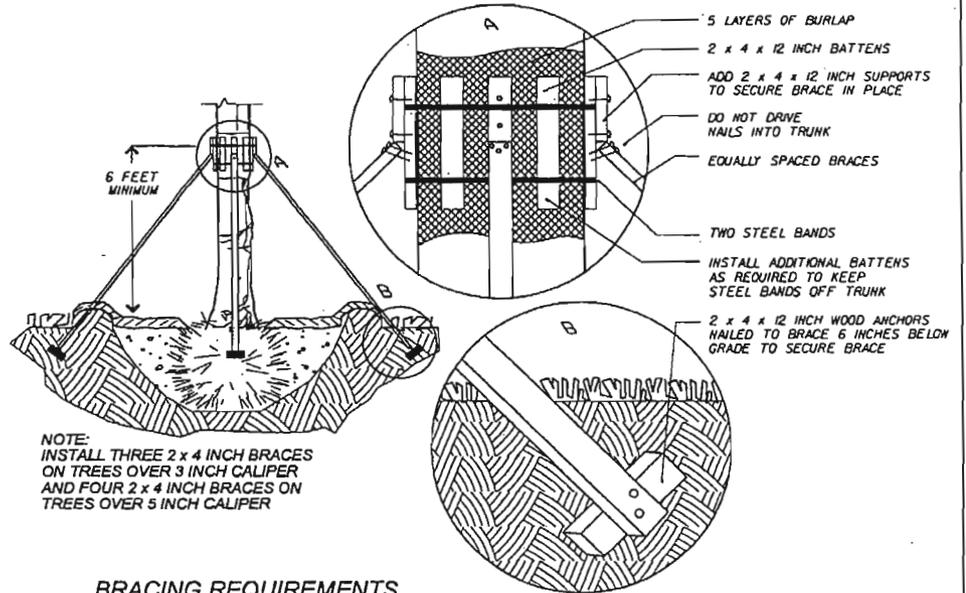
AT&T / DISTRIBUTION: OTIS KEEVE 954-723-2540
 AT&T / TRANSMISSION: GREGORY T. JACOBSON 813-342-0513
 BROWARD COUNTY TRAFFIC ENGINEERING: GREG LOVAGLIO, 954-847-2752.
 BROWARD COUNTY PUBLIC WORKS, DEPT., WATER AND WASTEWATER SERVICES;
 COMCAST CABLE: LEONARD MAXWELL-NEWBOLD, 954-447-8405.
 CITY OF POMPANO BEACH; WATER / SEWER, ALESSANDRA DELFICO, 954-786-4144
 CITY OF DEERFIELD BEACH; BERNARD BUXTON-TETTEH, 954-480-4432
 FLORIDA GAS TRANSMISSION; JOSEPH E. SANCHEZ, 407-838-7171.
 FLORIDA POWER & LIGHT; TRACY STERN, 800-868-9554
 FLORIDA'S TURNPIKE OPERATIONS CENTER; MS. DORIAN BOTERO, 954-934-1625
 FPL FIBERNET LLC; DANNY HASKETT, 305-552-2931
 LEVEL 3 COMMUNICATIONS, LLC; NETWORK RELATIONS, 877-366-8344
 TECO PEOPLES GAS; YVDNNE GOLDMAN, 954-453-0824

REVISIONS						LANDSCAPE ARCHITECT OF RECORD: BRUCE K. ALLEN, P.E., REG. NO. 11377 CERTIFICATE OF AUTHORIZATION #11377 KEITH and SCHNARS, P.A. 6000 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954)776-1818	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE NOTES LD-5
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
							834	BROWARD	431526-1-52-01	

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-8.04, F.A.C.

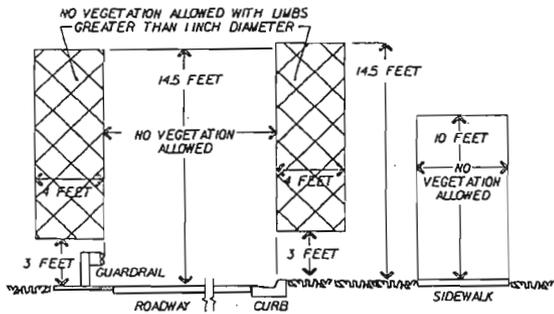
BRACING DETAILS ARE IN ADDITION TO INDEX 544 BRACING DETAILS

NOT TO SCALE

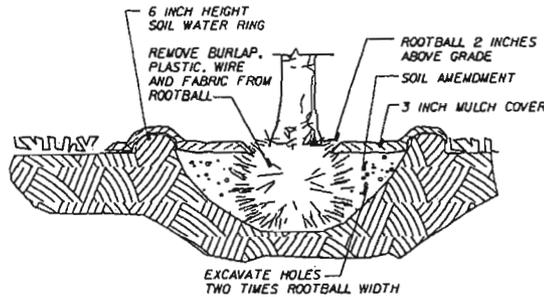


NOTE:
INSTALL THREE 2 x 4 INCH BRACES
ON TREES OVER 3 INCH CALIPER
AND FOUR 2 x 4 INCH BRACES ON
TREES OVER 5 INCH CALIPER

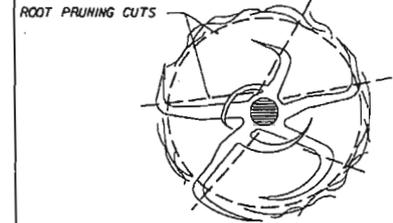
BRACING REQUIREMENTS



MAINTENANCE RATING PROGRAM REQUIREMENTS



INSTALLATION REQUIREMENTS



NOTE:
CUT CROSSING, DEFLECTING AND CIRCLING ROOTS BEFORE INSTALLATION. THIS MAY REQUIRE CUTTING ALL OF THE ROOTS AT THE ROOTBALL PERIMETER, RADIALLY PRUNING THE ROOTBALL TOP TO BOTTOM AND CUTTING INDIVIDUAL ROOTS.

ROOT PRUNING REQUIREMENT

REVISIONS	
DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD: SHEETS # 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
KEITH and SCHNARS, P.A.
 6000 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954)776-1918

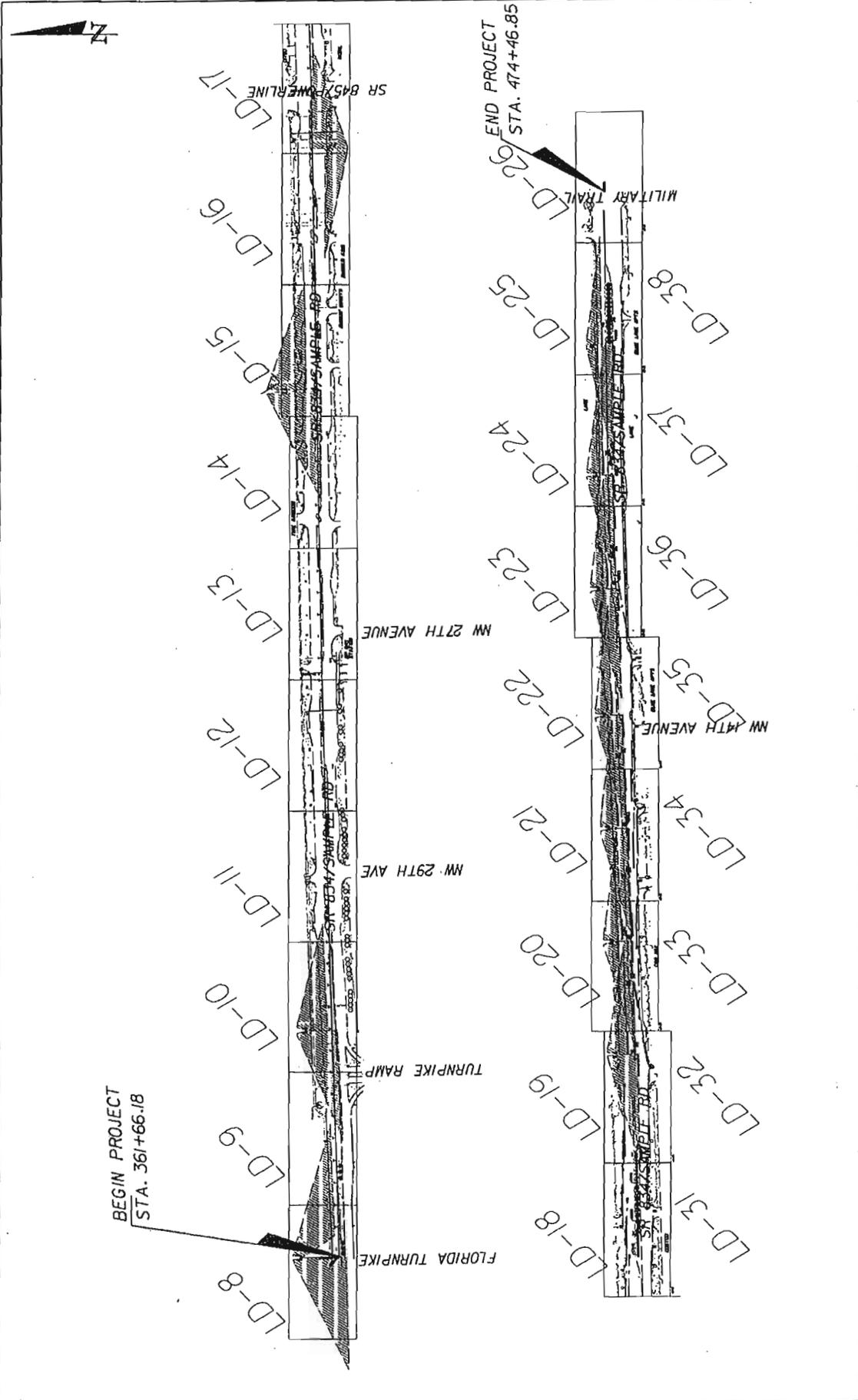
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE DETAILS

SHEET NO.
LD-6

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SAVED AND SEALED UNDER RULE 600-10.01, F.A.C.

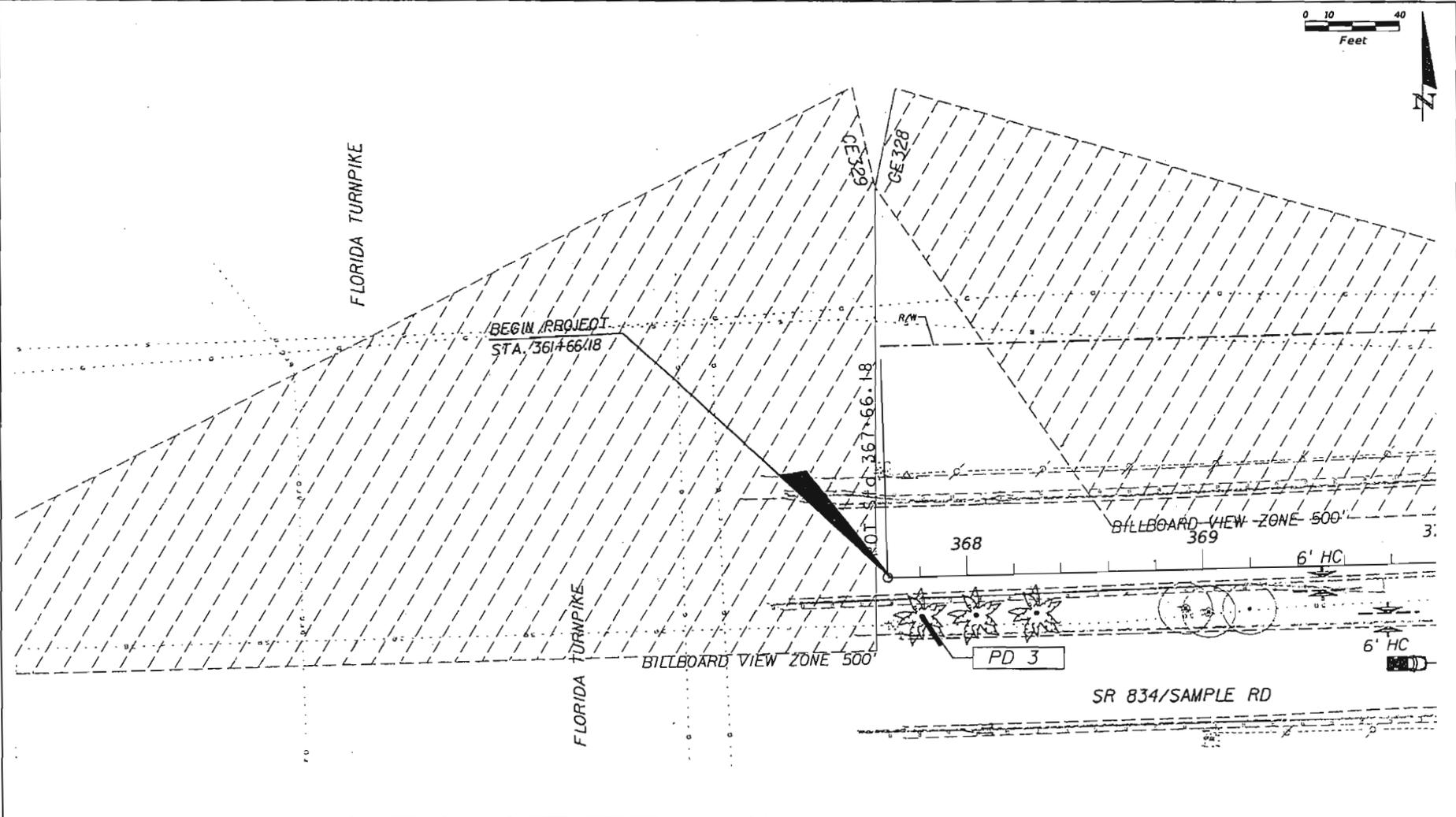
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SHOWN AND SEALED UNDER RULE 69D-1.001, F.A.C.



DATE	BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		FINANCIAL PROJECT ID 431525-1-52-01	
ROAD NO. 834	COUNTY BROWARD	SHEET LAYOUT	
KEITH and SCHNARS, P.A. 8800 N. UNIVERSITY AVE., SUITE 200, BOCA RATON, FL 33433		SHEET NO. LD-7	

27/11/11 10:55:52 AM www.pdtd.com



EXISTING TREE		LEGEND			
BN	BISMARCKIA NOBILIS	LI	LAGERSTROEMIA INDICA	PD	PHOENIX DACTYLIFERA "MEDJOL"
BS	BURSERIA SIMARUBA	PE	PTYCHOSPHERMA ELEGANS	QV	QUERCUS VIRGINIANA
				RE	ROYSTONEA ELATA

REVISIONS	
DATE	DESCRIPTION

KEITH and SCHNARS, P.A.
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954) 770-1615

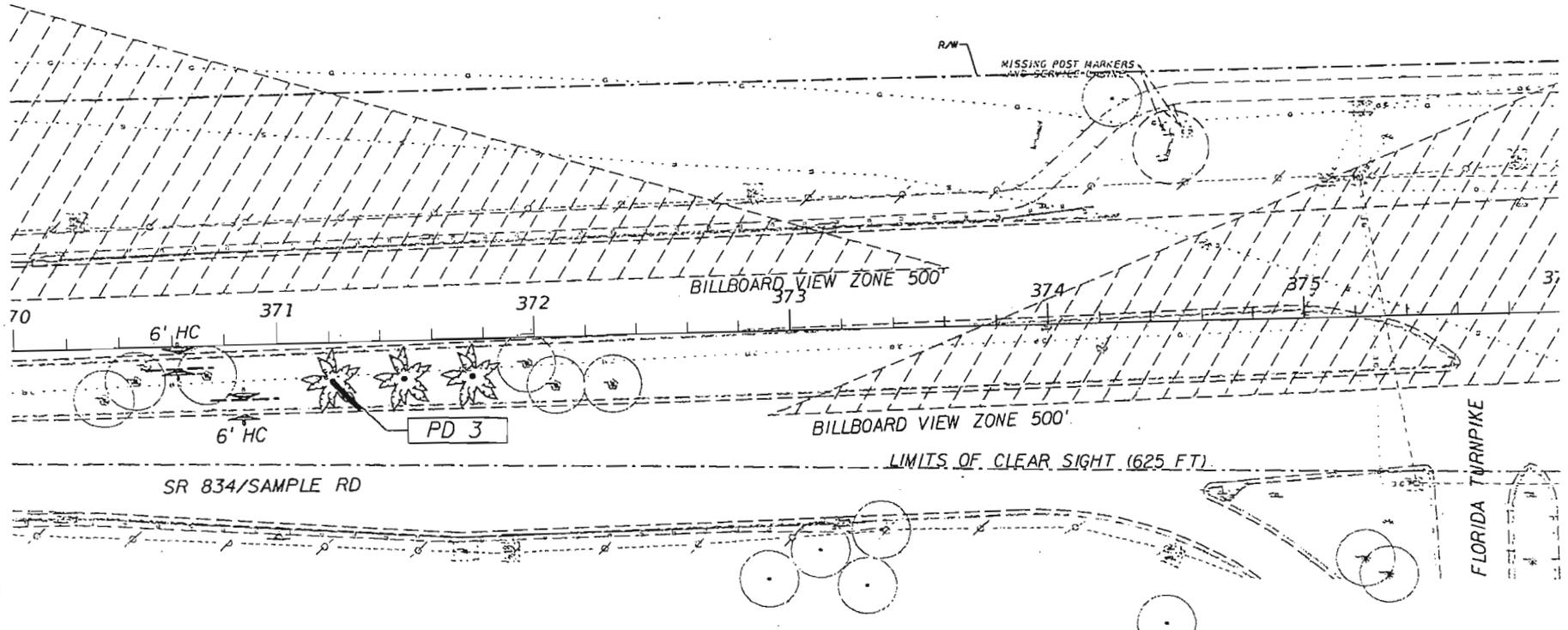
STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-8

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 690-H.04, F.A.C.



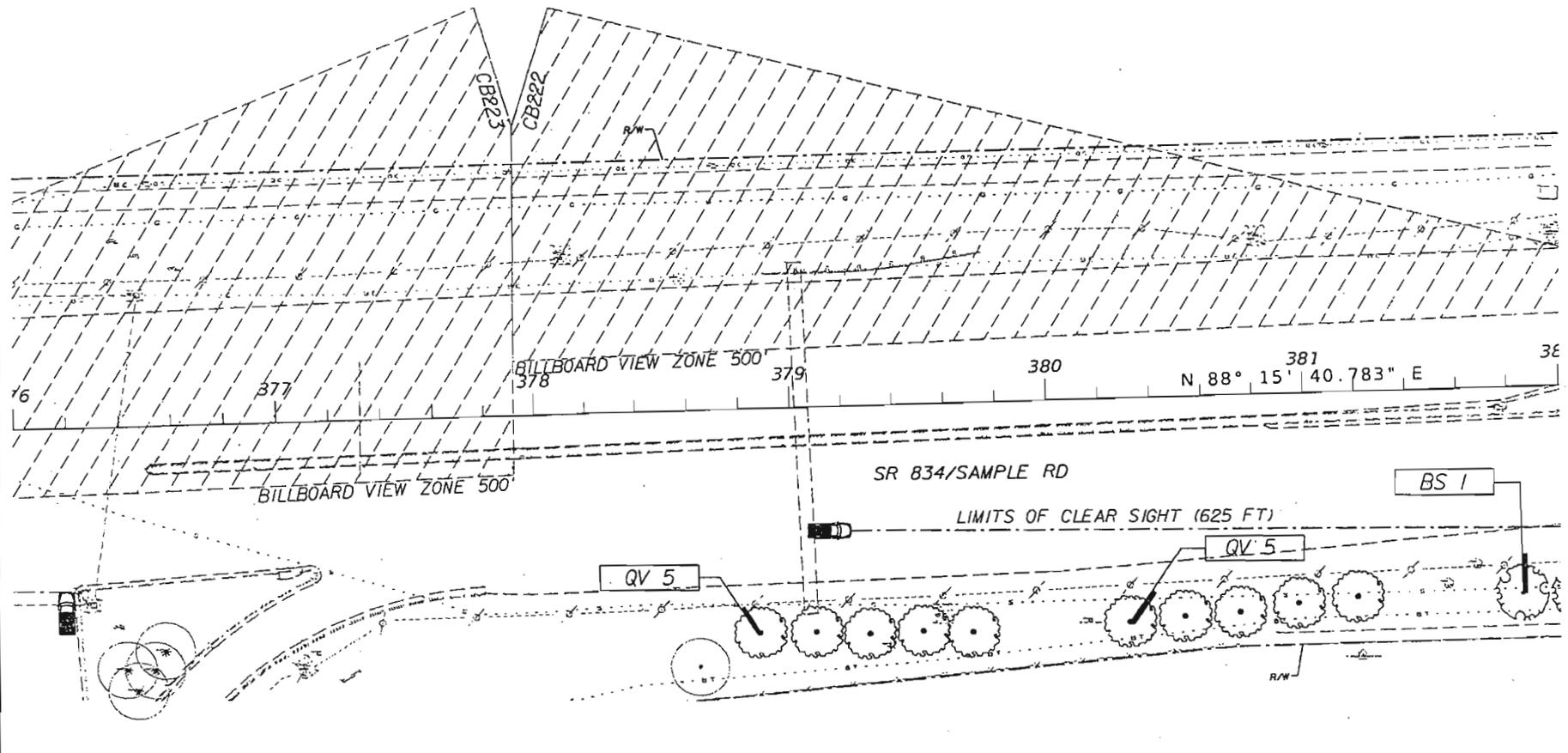
EXISTING TREE		LEGEND				RE	
BN	BISMARKIA NOBILIS	LI	LAGERSTROEMIA INDICA	PD	PHOENIX DACTYLIFERA "MEDJOL"	RE	ROYSTONEA ELATA
BS	BURSERIA SIMARUBA	PE	PTYCHOSPERMA ELEGANS	QV	QUERCUS VIRGINIANA		

REVISIONS			
DATE	BY	DESCRIPTION	

KEITH and SCHNARS, P.A. <small>LANDSCAPE ARCHITECTS OF RECORD SINCE 1968, P.L.A. 0001174 CERTIFICATE OF AUTHORIZATION #1331</small>		
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN	SHEET NO. LD-09
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NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 6800-10.01, F.A.C.



LEGEND	
EXISTING TREE	BN BISMARKIA NOBILIS LI LAGERSTROEMIA INDICA PD PHOENIX DACTYLIFERA "MEDJOL" RE ROYSTONEA ELATA BS BURSERIA SIMARUBA PE PTYCHOSPERMA ELEGANS QV QUERCUS VIRGINIANA

REVISIONS	
DATE	DESCRIPTION

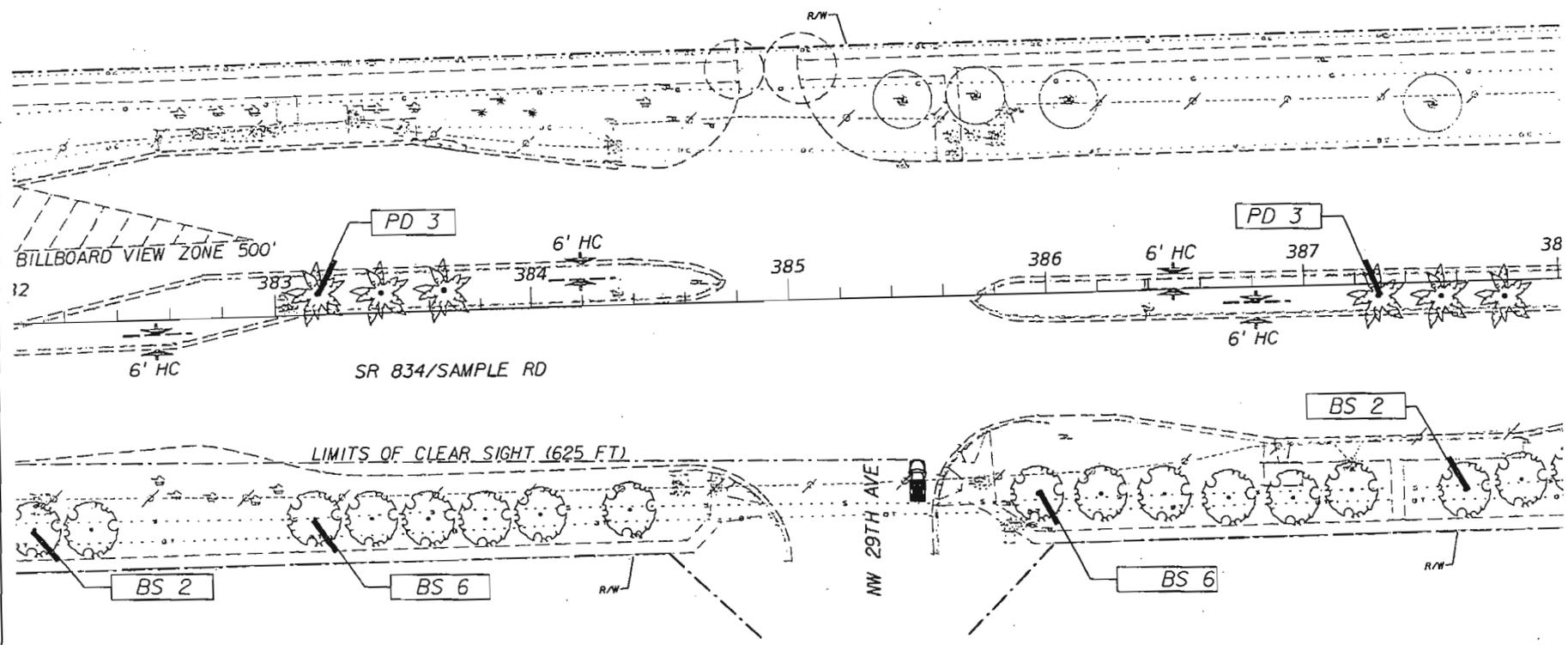
KEITH and SCHNARS, P.A.
 LANDSCAPE ARCHITECTS OF RECORD, BRIDGE & ROAD, P.L.L.C. 1988 (FL)
 CERTIFICATE OF AUTHORIZATION #1281

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-10

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-11.01, F.A.C.



LEGEND	
	EXISTING TREE
BN	BISMARKIA NOBILIS
BS	BURSERIA SIMARUBA
LI	LAGERSTROEMIA INDICA
PE	PTYCHOSPERMA ELEGANS
PD	PHOENIX DACTYLIFERA "MEDJOOOL"
QV	QUERCUS VIRGINIANA
RE	ROYSTONEA ELATA

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

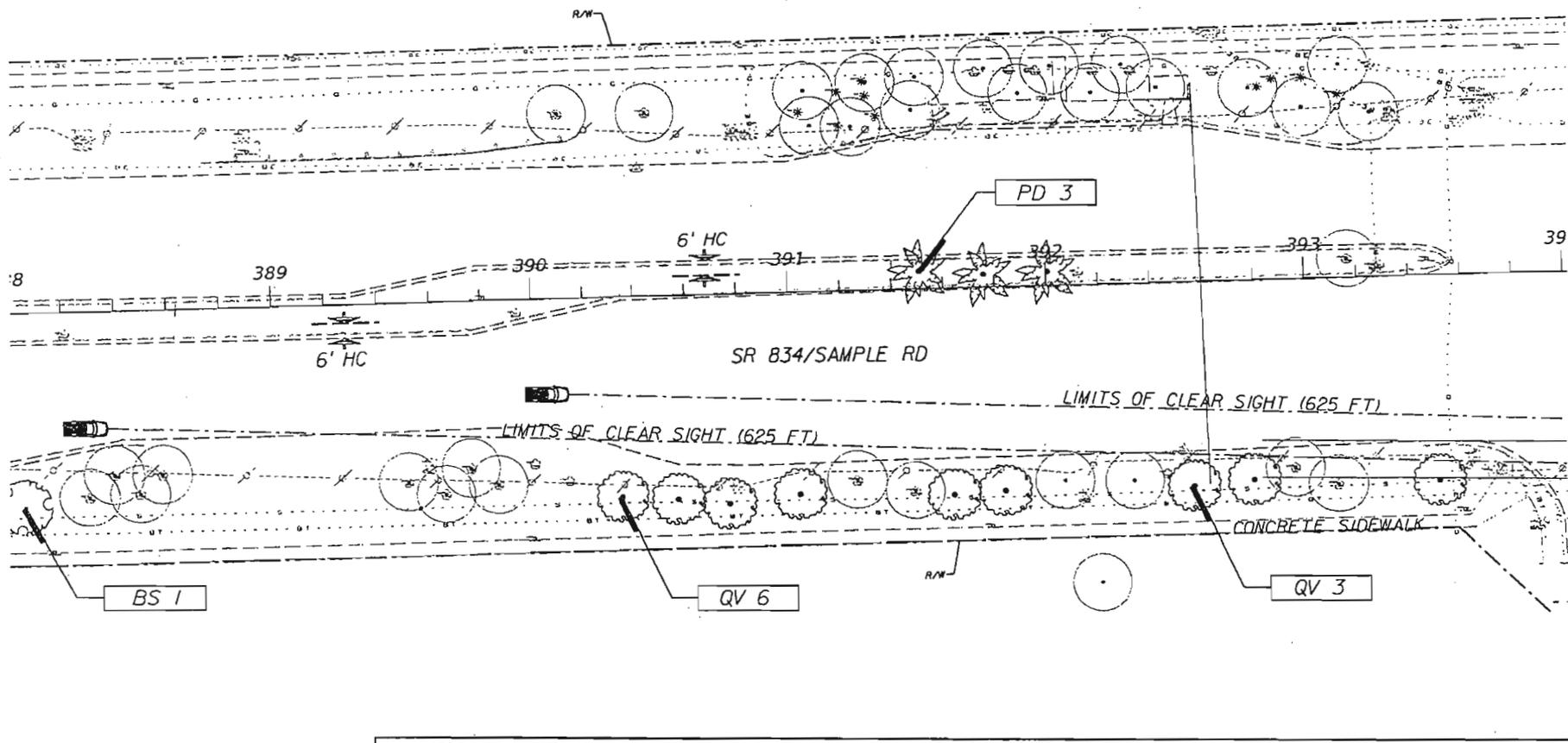
LANDSCAPE ARCHITECT OF RECORD SINCE 1980 (FL REG. NO. 1000413)
 CERTIFICATE OF AUTHORIZATION #1911
KEITH and SCHNARS, P.A.
 6000 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954)776-1818

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID.
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
 LD-II

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SAVED AND SEALED UNDER RULE 6009-AD01, F.A.C.



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REVISIONS		LEGEND			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

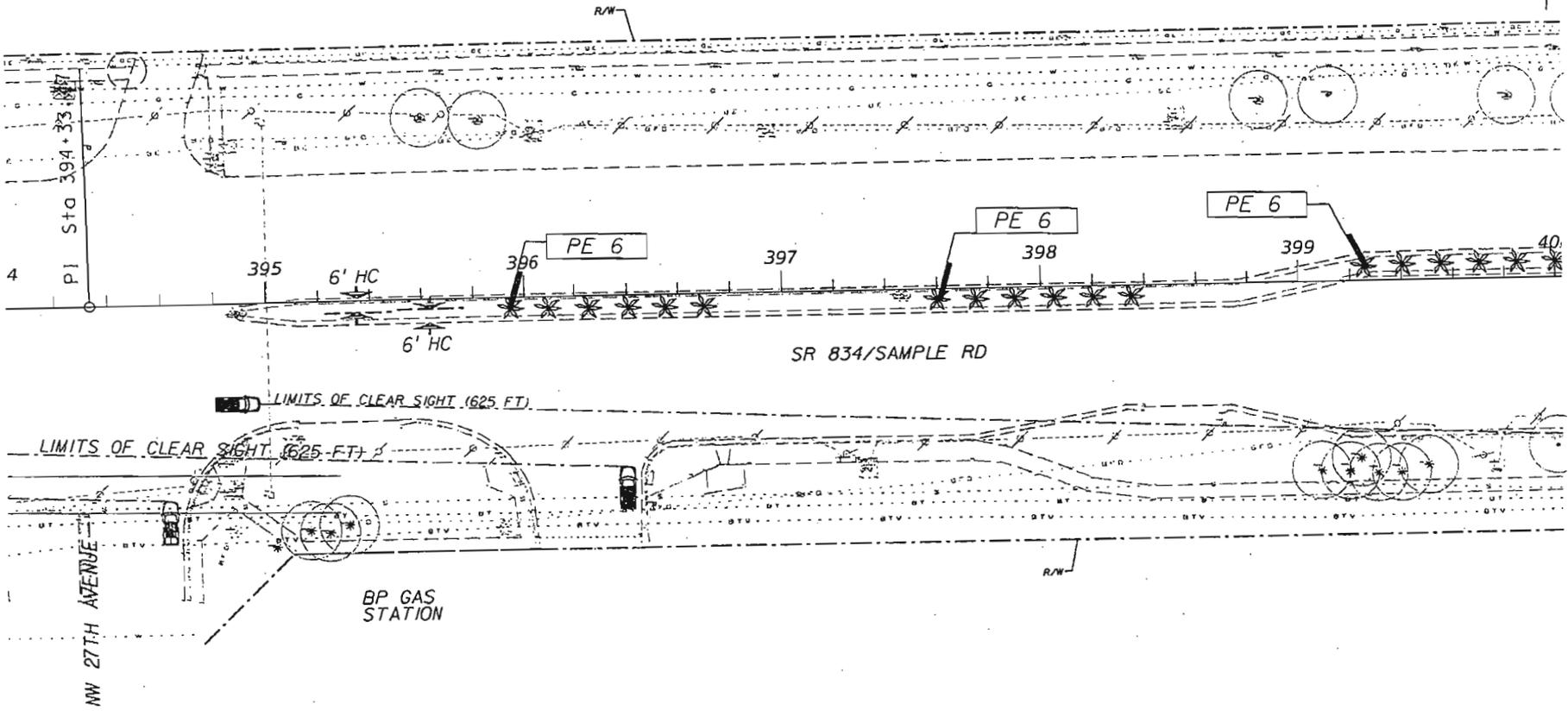
	EXISTING TREE	BN BISMARKIA NOBILIS	LI LAGERSTROEMIA INDICA	PD PHOENIX DACTYLIFERA "MEDJOL"	RE ROYSTONEA ELATA
	BS BURSERIA SIMARUBA	PE PTYCHOSPERMA ELEGANS	QV QUERCUS VIRGINIANA		

KEITH and SCHNARS, P.A.
 LANDSCAPE ARCHITECT OF HONGKONG, BRIDGE & ALCO, P.L.L.C. (FLA. 00091178)
 CERTIFICATE OF AUTHORIZATION #11337
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954) 776-1016

STATE OF FLORIDA		
DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-12



LEGEND

- BN BISMARKIA NOBILIS LI LAGERSTROEMIA INDICA PD PHOENIX DACTYLIFERA "MEDJOO" RE ROYSTONEA ELATA
- BS BURSERIA SIMARUBA PE PTYCHOSPERMA ELEGANS QV QUERCUS VIRGINIANA

EXISTING TREE

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD: BRUCE K. JONES, P.L.A. 14089170
 CERTIFICATE OF AUTHORIZATION #11513

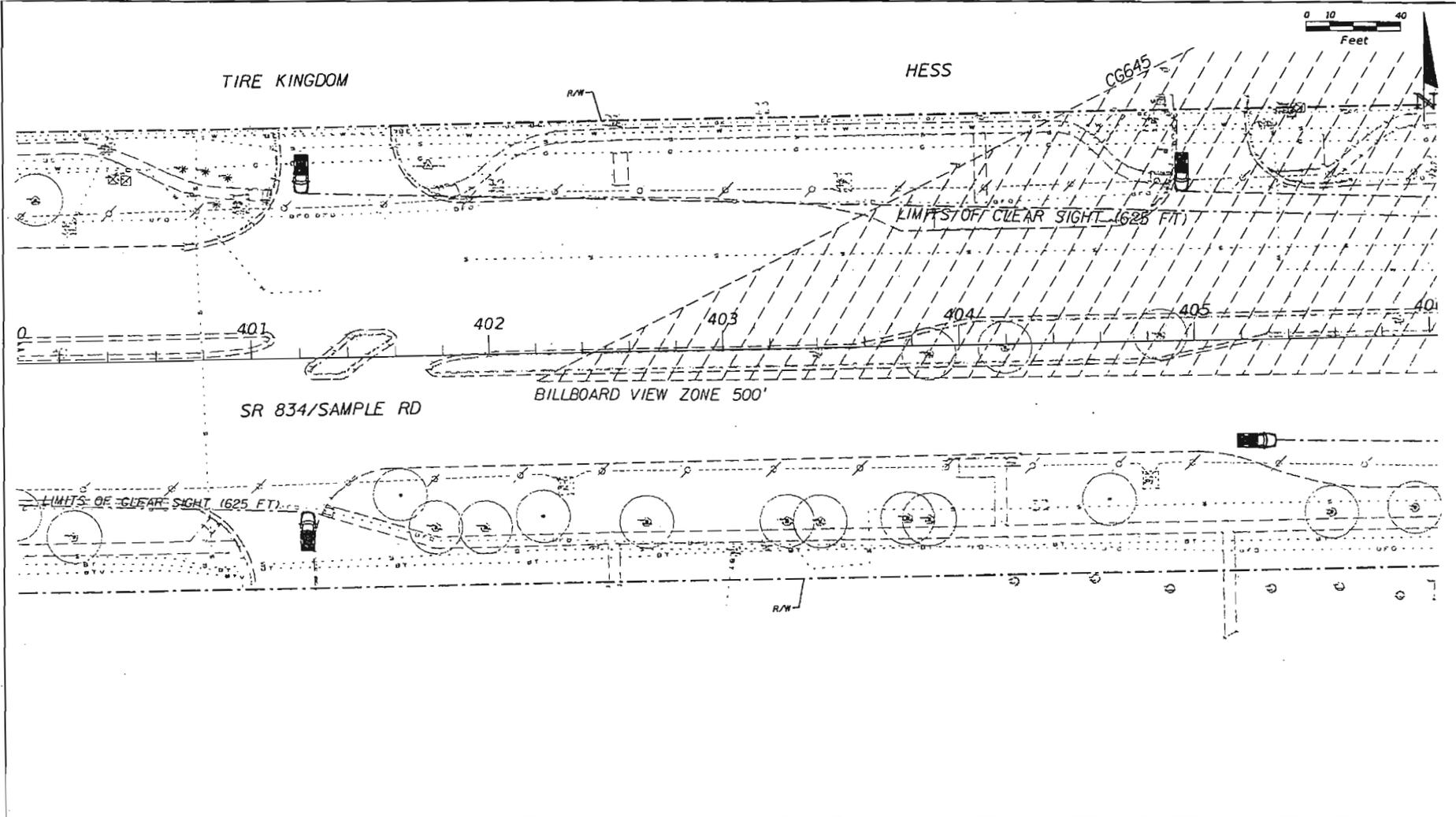
KEITH and SCHNARS, P.A.
 8500 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954)770-1018

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-13

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 6000-1-094, F.A.C.

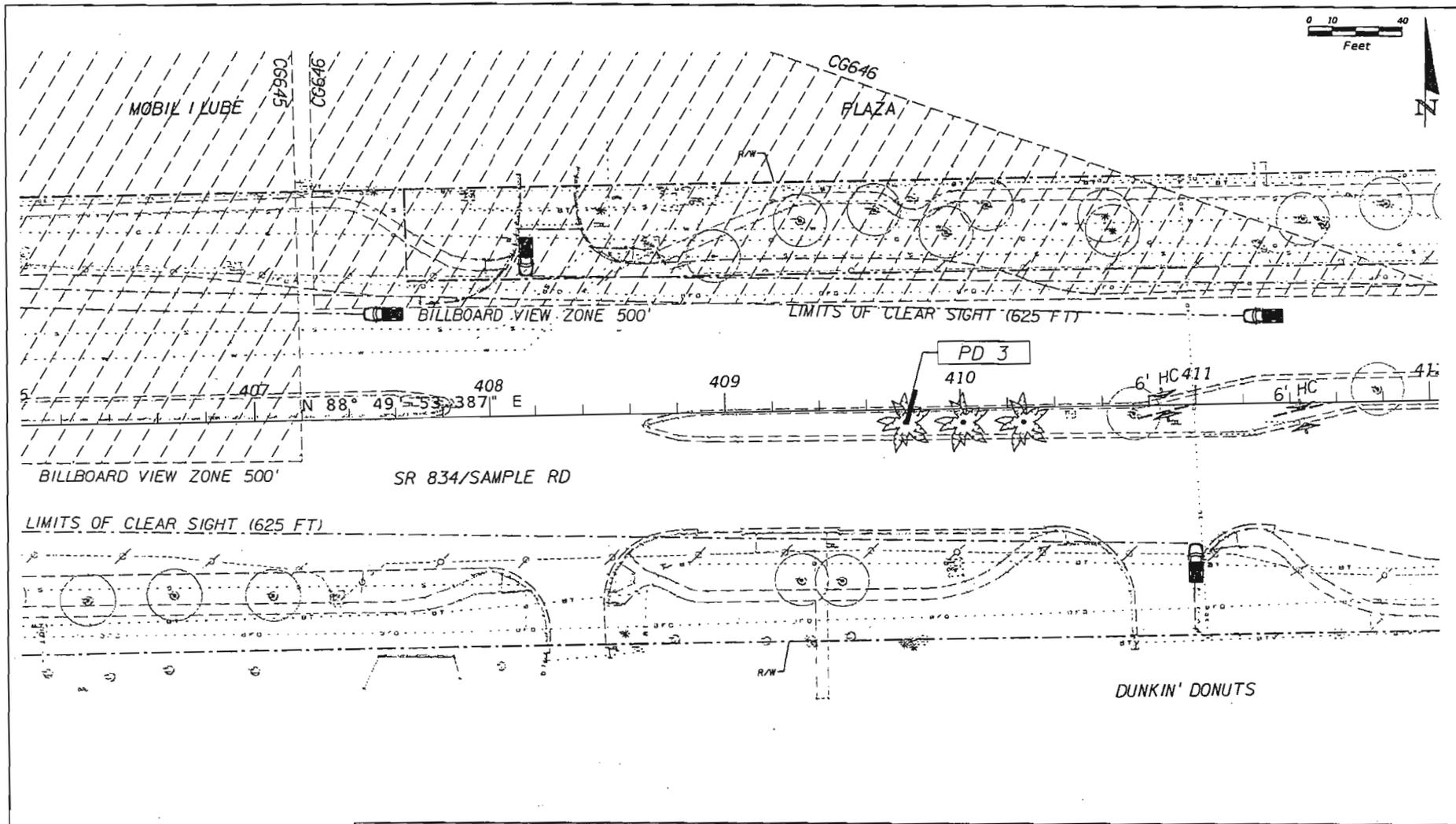


REVISIONS		LEGEND			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

	EXISTING TREE	BH BISMARKIA NOBILIS	LI LAGERSTROEMIA INDICA	PD PHOENIX DACTYLIFERA "MEDJOL"	RE ROYSTONEA ELATA
		BS BURSERIA SIMARUBA	PE PTYCHOSPERMA ELEGANS	QV QUERCUS VIRGINIANA	

KEITH and SCHNARS, P.A. <small>LANDSCAPE ARCHITECT OF PROFESSION, BRUNNEN, F. ROAD, PALM BEACH, FL 33480-1133</small> <small>1500 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954)778-1016</small>		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		LANDSCAPE PLAN	SHEET NO. LD-14
ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
834	BROWARD	431526-1-52-01			

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REVISIONS		DATE		BY		DESCRIPTION	

LEGEND	
	EXISTING TREE
BN	BISMARKIA NOBILIS
BS	BURSERIA SIMARUBA
LI	LAGERSTROEMIA INDICA
PE	PTYCHOSPERMA ELEGANS
PD	PHOENIX DACTYLIFERA "MEDJOL"
QV	QUERCUS VIRGINIANA
RE	ROYSTONEA ELATA

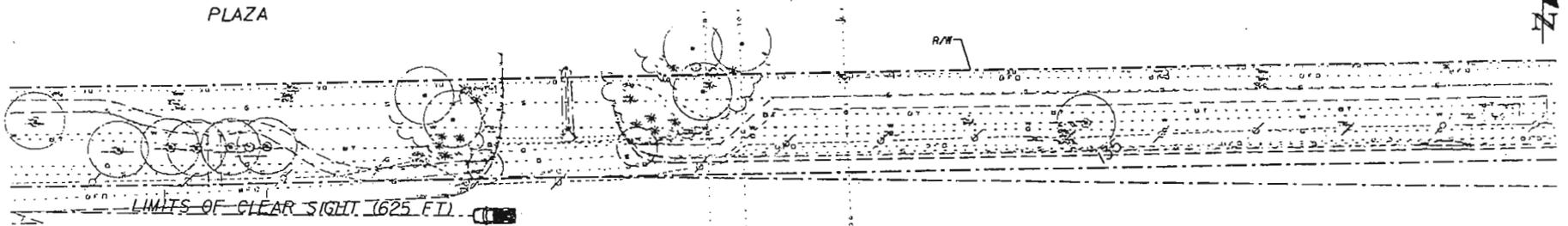
KEITH and SCHNARS, P.A. <small>LANDSCAPE ARCHITECTS OF RECORD, SUICCA K. ALLEN, P.L.A. 00011171 CERTIFICATE OF AUTHORIZATION 01321</small>		STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION		SHEET NO. LD-15
ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
834	BROWARD	431526-1-52-01		

LANDSCAPE PLAN

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PLAZA



PD 3

TWO PALM TREES 6' SMC

PE 4

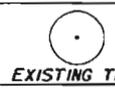
416

SR 834/SAMPLE RD

LIMITS OF CLEAR SIGHT (625 FT)

BILLBOARD VIEW ZONE 500'

BURGER KING



LEGEND

- BN BISMARKIA NOBILIS LI LAGERSTROEMIA INDICA PD PHOENIX DACTYLIFERA "MEDJOL" RE ROYSTONEA ELATA
- BS BURSERIA SIMARUBA PE PTYCHOSPERMA ELEGANS QV QUERCUS VIRGINIANA

LANDSCAPE ARCHITECT OF RECORD: KEITH & SCHNARS, P.A. (FL 0000151)
 CERTIFICATE OF AUTHORIZATION #11527
KEITH and SCHNARS, P.A.
 6520 N. Andrews Ave., Ft. Lauderdale, FL 33309-2122 (954)778-1010

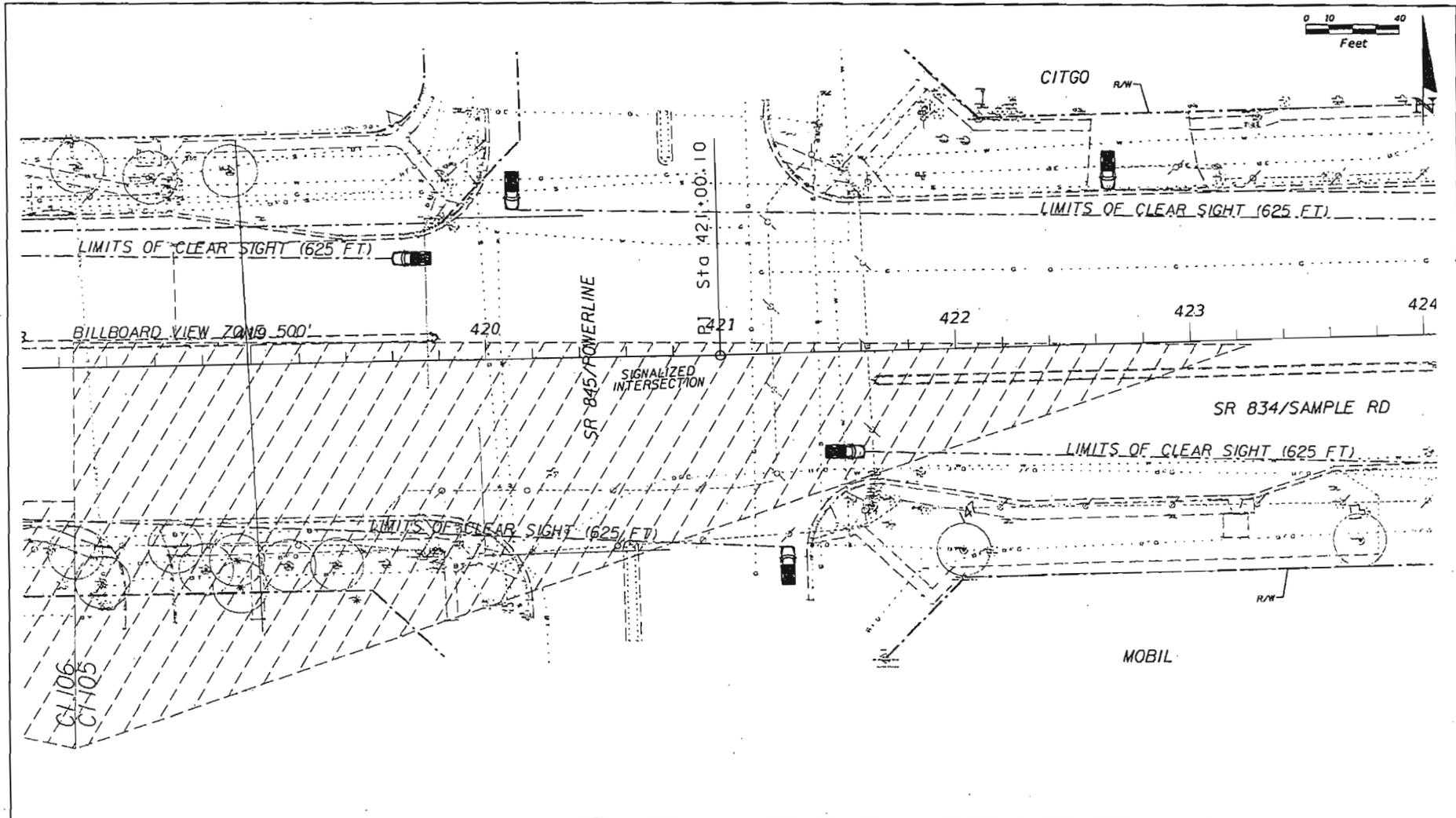
STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 ROAD NO. 834 COUNTY BROWARD FINANCIAL PROJECT ID 431526-1-52-01

LANDSCAPE PLAN

SHEET NO. LD-16

		REVISIONS			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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REVISIONS		LEGEND			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

	EXISTING TREE	BN	BISMARKIA NOBILIS	LI	LAGERSTROEMIA INDICA	PD	PHOENIX DACTYLIFERA "MEDJOL"	RE	ROYSTONEA ELATA
		BS	BURSERIA SIMARUBA	PE	PTYCHOSPERMA ELEGANS	QV	QUERCUS VIRGINIANA		

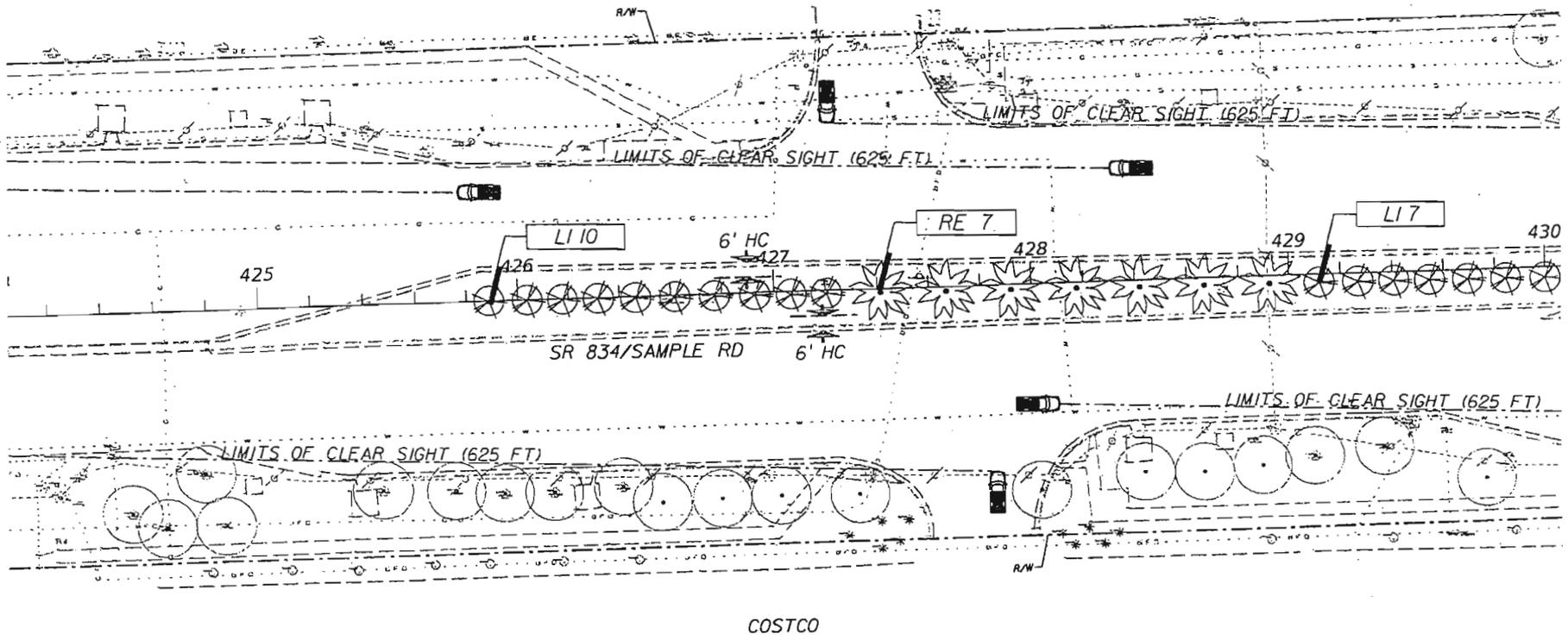
KEITH and SCHNARS, P.A.
 LANDSCAPE ARCHITECT OF RECORD (SINCE 4-1988, F.L.A. LICENSE #11127)
 CERTIFICATE OF AUTHORIZATION #11227
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33309-2128 (954) 776-1916

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION
 ROAD NO. 834 COUNTY BROWARD FINANCIAL PROJECT ID 431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
 LD-17

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SHOWN AND SEALED UNDER RULE 600-10.01, F.A.C.

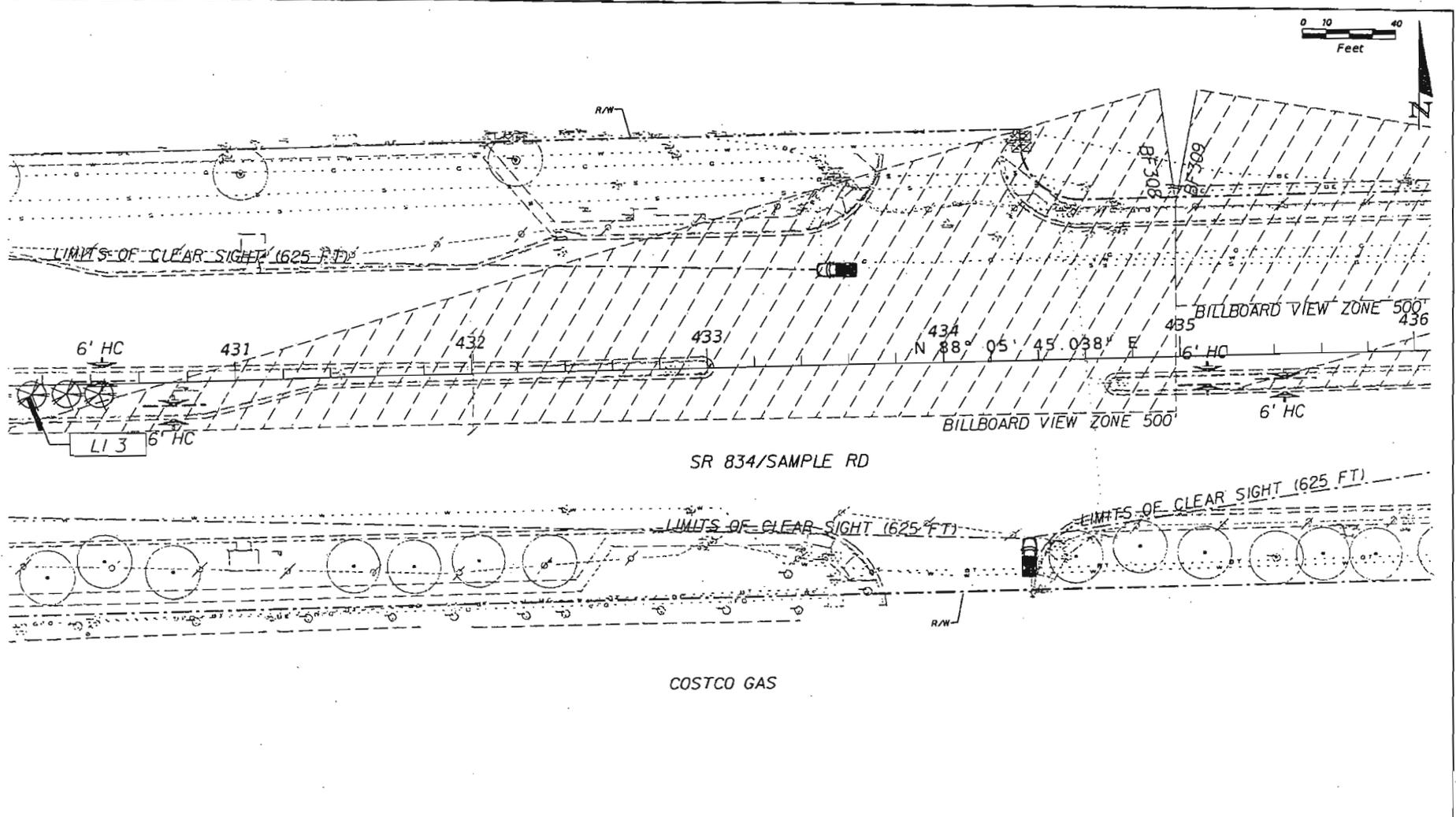


REVISIONS				LEGEND				STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. LD-18
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
						834	BROWARD	431526-1-52-01			

KEITH and SCHNARS, P.A.
LANDSCAPE ARCHITECT OF RECORD SINCE 1982, P.L.A. 00011715
 CERTIFICATE OF AUTHORIZATION #1827
 8300 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954)776-1818

LANDSCAPE PLAN

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600.009, F.A.C.

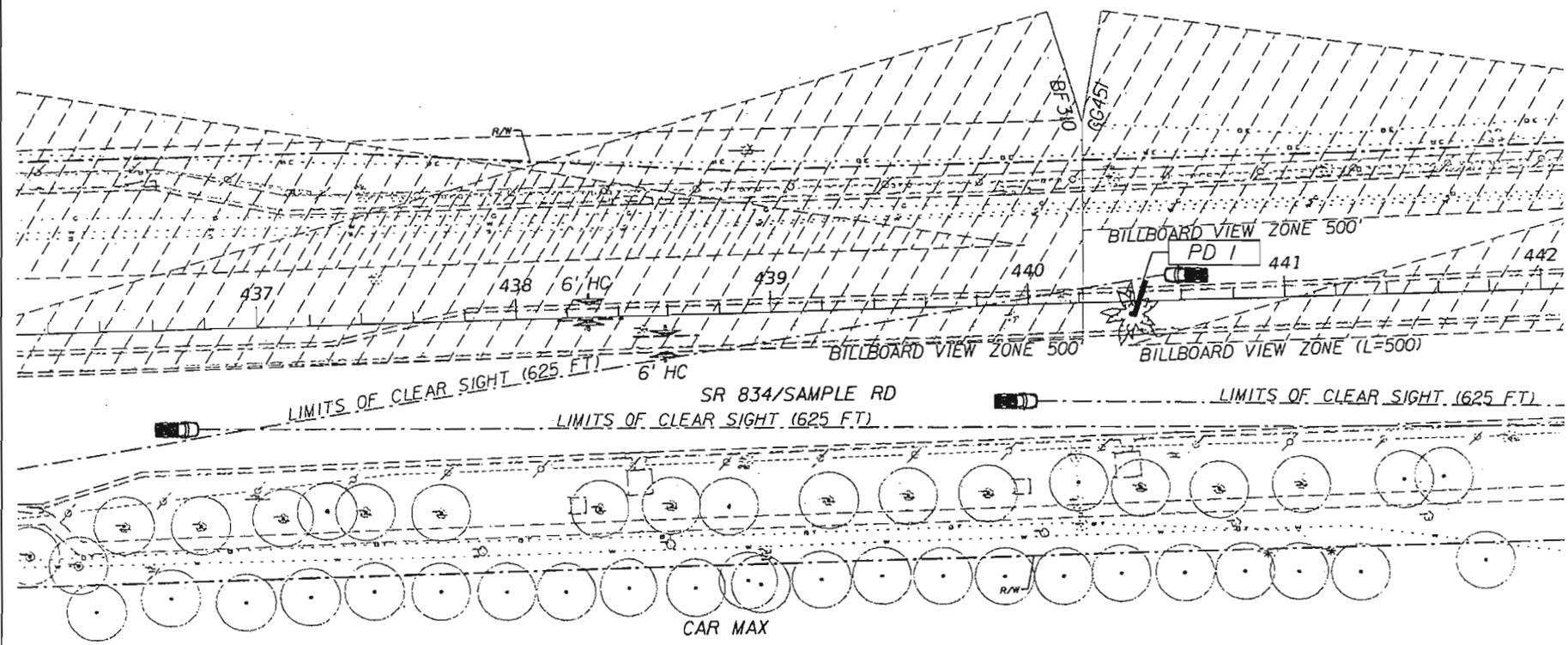


REVISIONS			
DATE	BY	DESCRIPTION	

 EXISTING TREE	BN BISMARKIA NOBILIS BS BURSERIA SIMARUBA	LI LAGERSTROEMIA INDICA PE PTYCHOSPERMA ELEGANS	PD PHOENIX DACTYLIFERA "MEDJOL" QV QUERCUS VIRGINIANA	RE ROYSTONEA ELATA
--------------------------	--	--	--	---------------------------

LEGEND <small>LANDSCAPE ARCHITECT OF RECORD BRUCE W. FIELD, P.L.L. MEMBER OF THE SOCIETY OF ARCHITECTS IN FLORIDA</small>			LANDSCAPE PLAN	SHEET NO. LD-19
KEITH and SCHNARS, P.A. <small>4500 N. Andrews Ave., Ft. Lauderdale, FL 33304-2132 (954) 775-1810</small>				
<small>STATE OF FLORIDA</small> DEPARTMENT OF TRANSPORTATION	<small>ROAD NO.</small> 834	<small>COUNTY</small> BROWARD		

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-10.01, F.A.C.



LEGEND				
	BN BISMARKIA NOBILIS	LI LAGERSTROEMIA INDICA	PD PHOENIX DACTYLIFERA "MEDJOL"	RE ROYSTONEA ELATA
EXISTING TREE	BS BURSERIA SIMARUBA	PE PTYCHOSPERMA ELEGANS	QV QUERCUS VIRGINIANA	

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

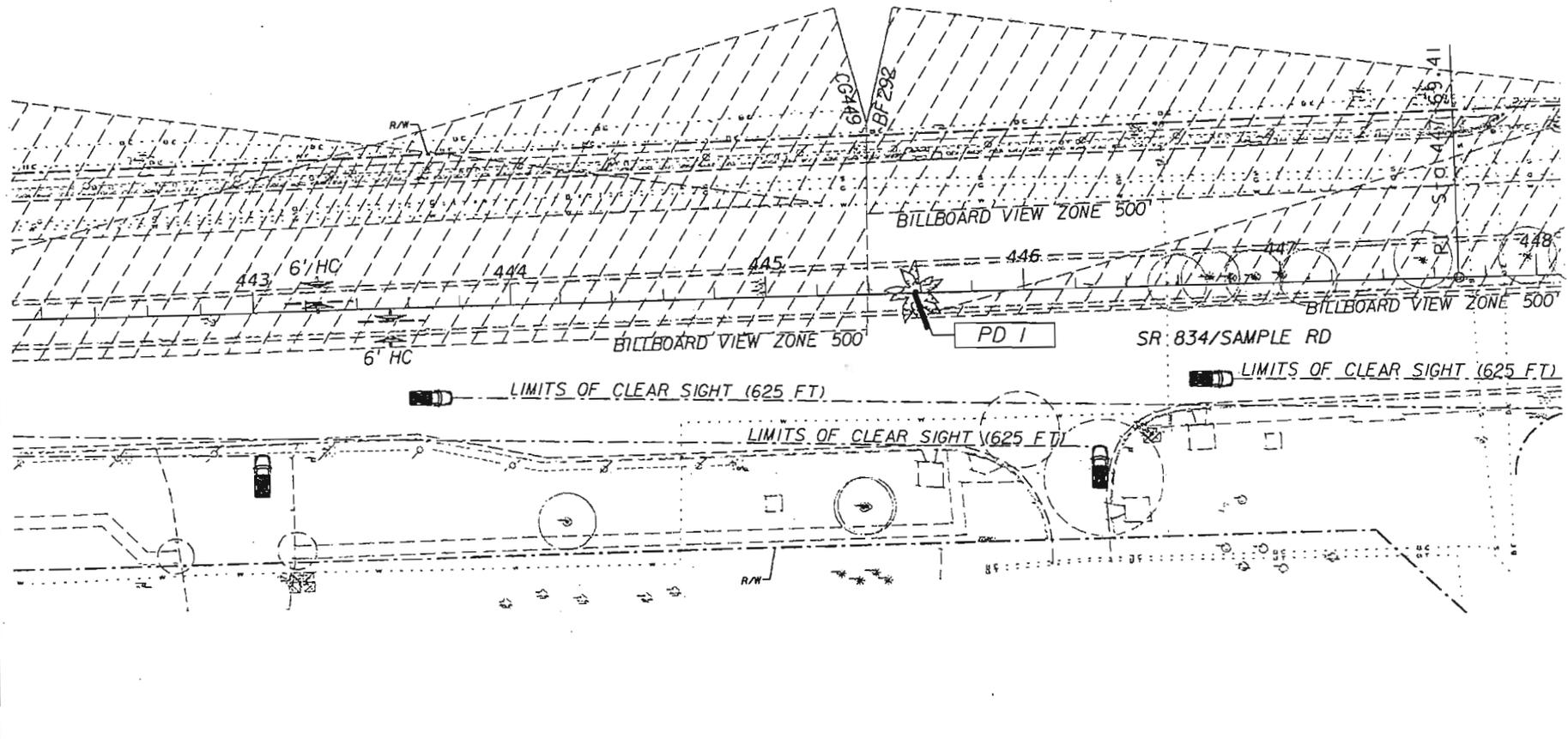
LANDSCAPE ARCHITECT OF RECORD, LICENSE # 10001, 10001, 10001
 CERTIFICATE OF AUTHORIZATION #1332
KEITH and SCHNARS, P.A.
 5500 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954) 778-1616

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
 LD-20

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6A00-10.01, F.A.C.



REVISIONS		LEGEND			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

	BN	BISMARKIA NOBILIS	LI	LAGERSTROEMIA INDICA	PD	PHOENIX DACTYLIFERA "MEDJOL"	RE	ROYSTONEA ELATA
	BS	BURSERIA SIMARUBA	PE	PTYCHOSPERMA ELEGANS	QV	QUERCUS VIRGINIANA		

EXISTING TREE

KEITH and SCHNARS, P.A.
 LANDSCAPE ARCHITECT OF RECORD (FL REG. NO. 100011)
 CERTIFICATE OF AUTHORIZATION #11331
 6000 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954) 776-1916

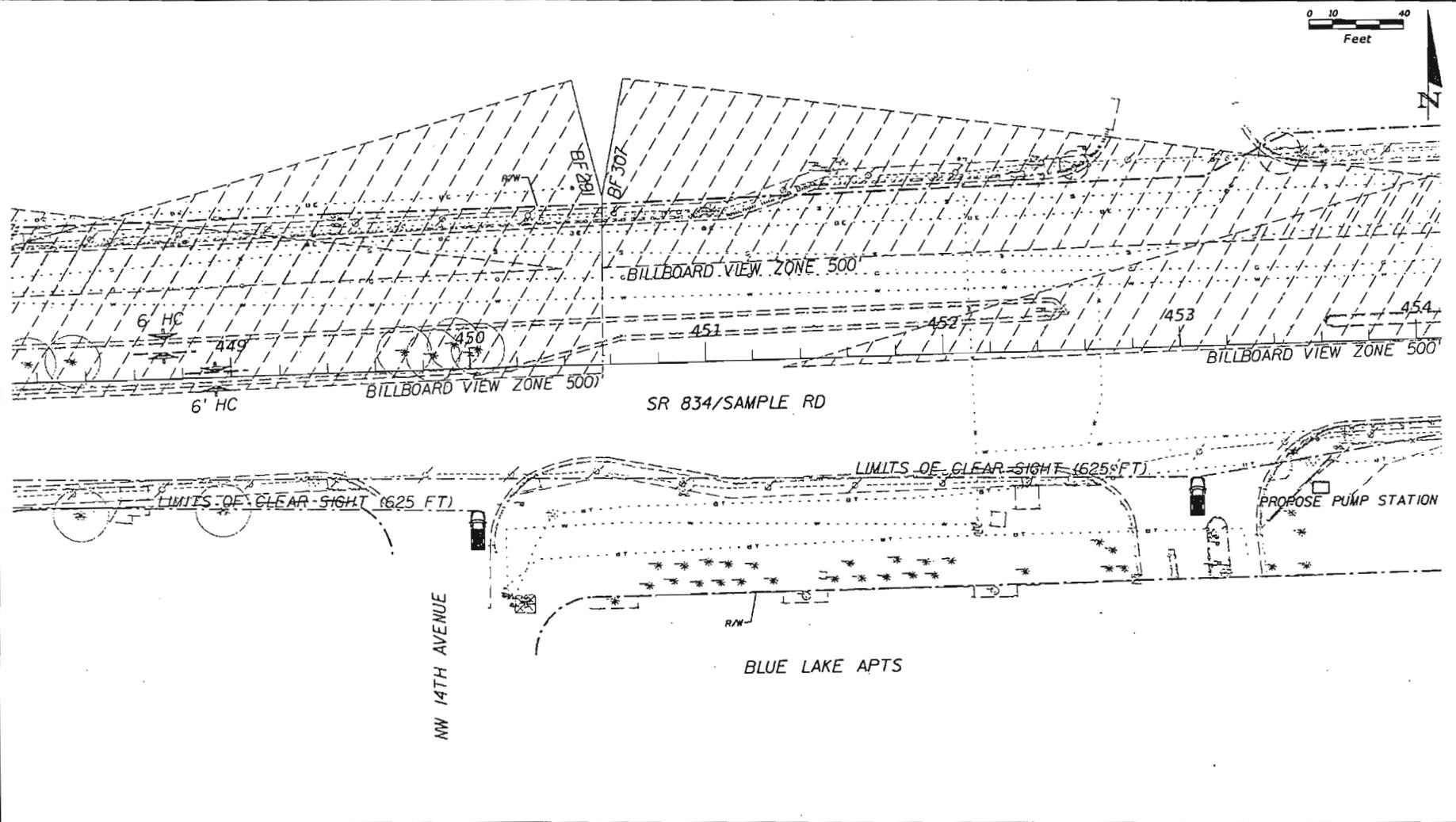
STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-21

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 600-10.04, F.A.C.



LEGEND	
	EXISTING TREE
BN	BISMARKIA NOBILIS
BS	BURSERIA SIMARUBA
LI	LAGERSTROEMIA INDICA
PE	PTYCHOSPERSMA ELEGANS
PD	PHOENIX DACTYLIFERA "MEDJOL"
QV	QUERCUS VIRGINIANA
RE	ROYSTONEA ELATA

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

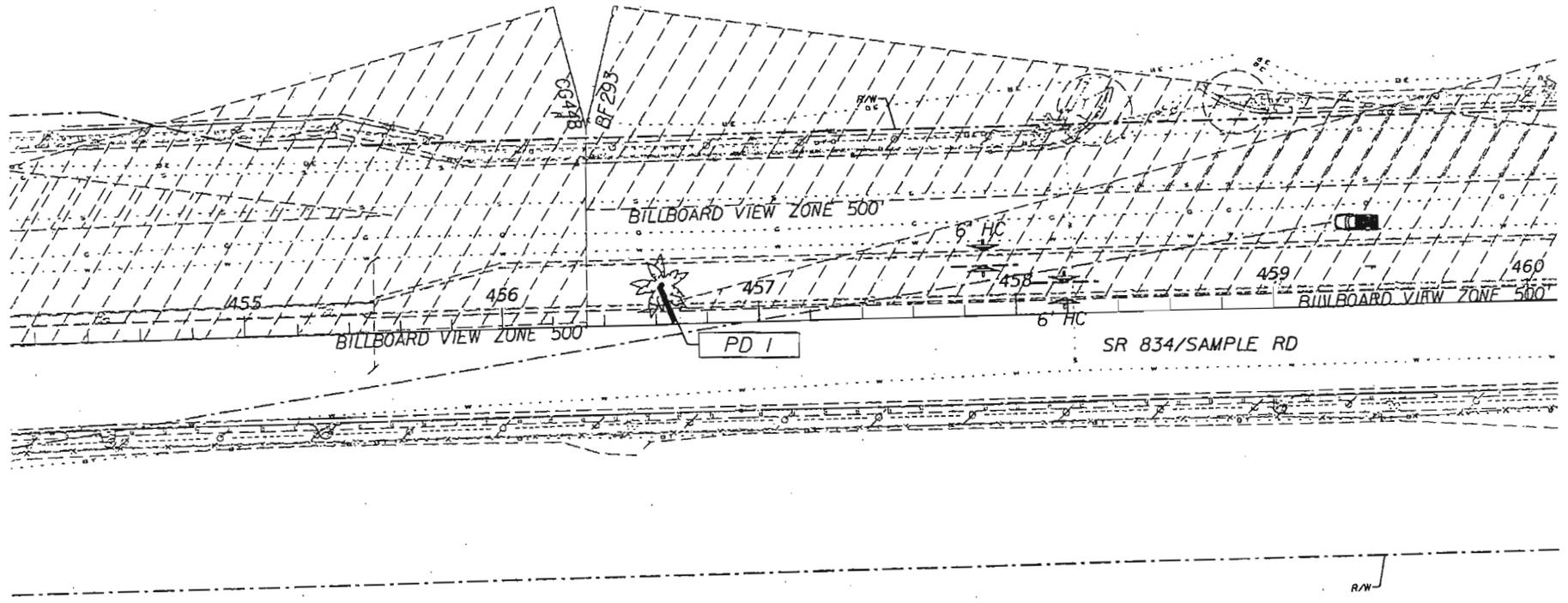
LANDSCAPE ARCHITECT OF RECORD: WENDELL H. HEDD, P.E., 8808176
 CERTIFICATE OF AUTHORIZATION #1337
KEITH and SCHNARS, P.A.
 4300 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954)775-1616

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-22

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-10.01, F.A.C.



LEGEND	
	EXISTING TREE
BN	BISMARKIA NOBILIS
BS	BURSERA SIMARUBA
LI	LAGERSTROEMIA INDICA
PE	PTYCHOSPERMA ELEGANS
PD	PHOENIX DACTYLIFERA "MEDJOOOL"
QV	QUERCUS VIRGINIANA
RE	ROYSTONEA ELATA

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

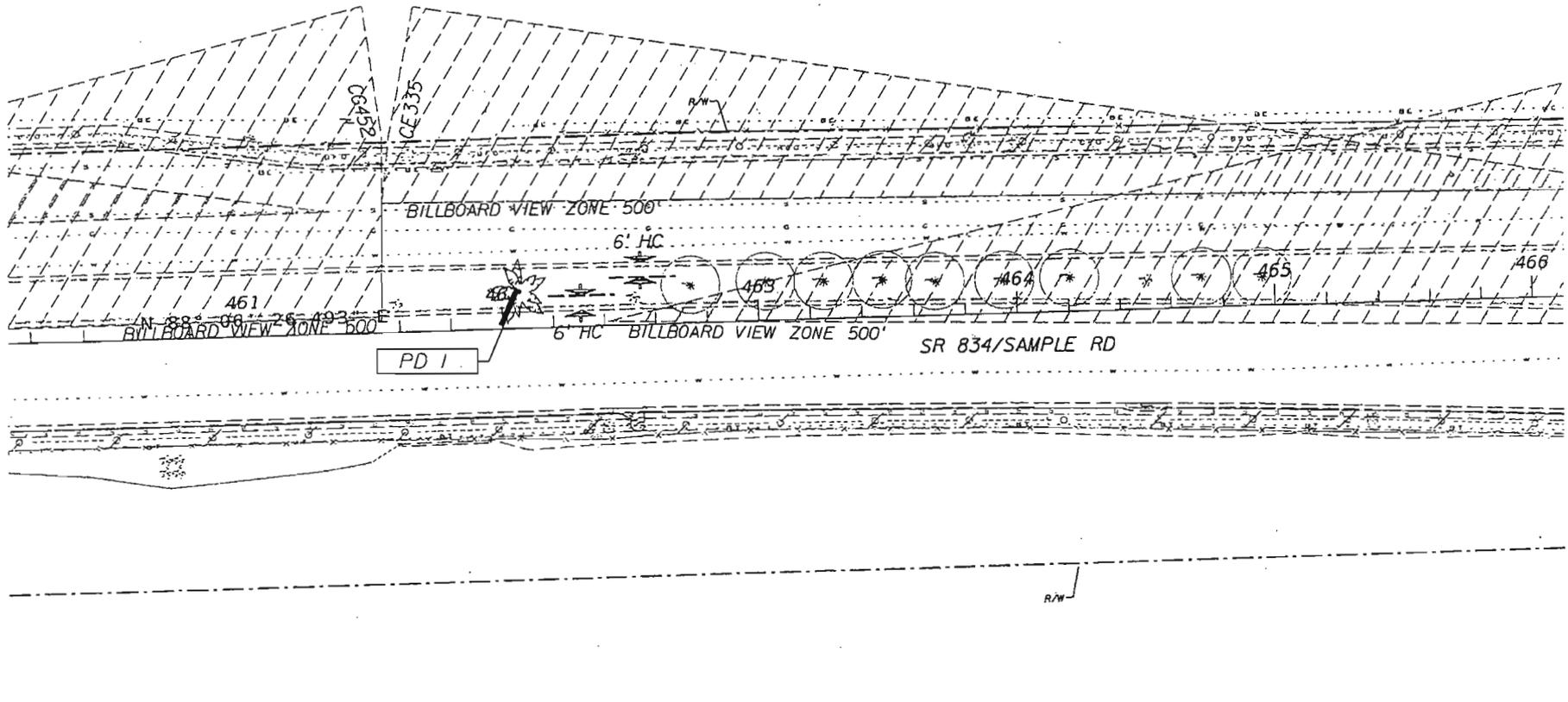
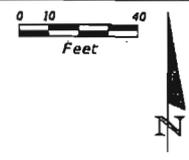
LANDSCAPE ARCHITECT OF RECORD BRUCE H. JONES, P.L.A. 4800119
 CERTIFICATE OF AUTHORIZATION #1201
KEITH and SCHNARS, P.A.
 8000 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954) 778-1010

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-23

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-10.04, F.A.C.

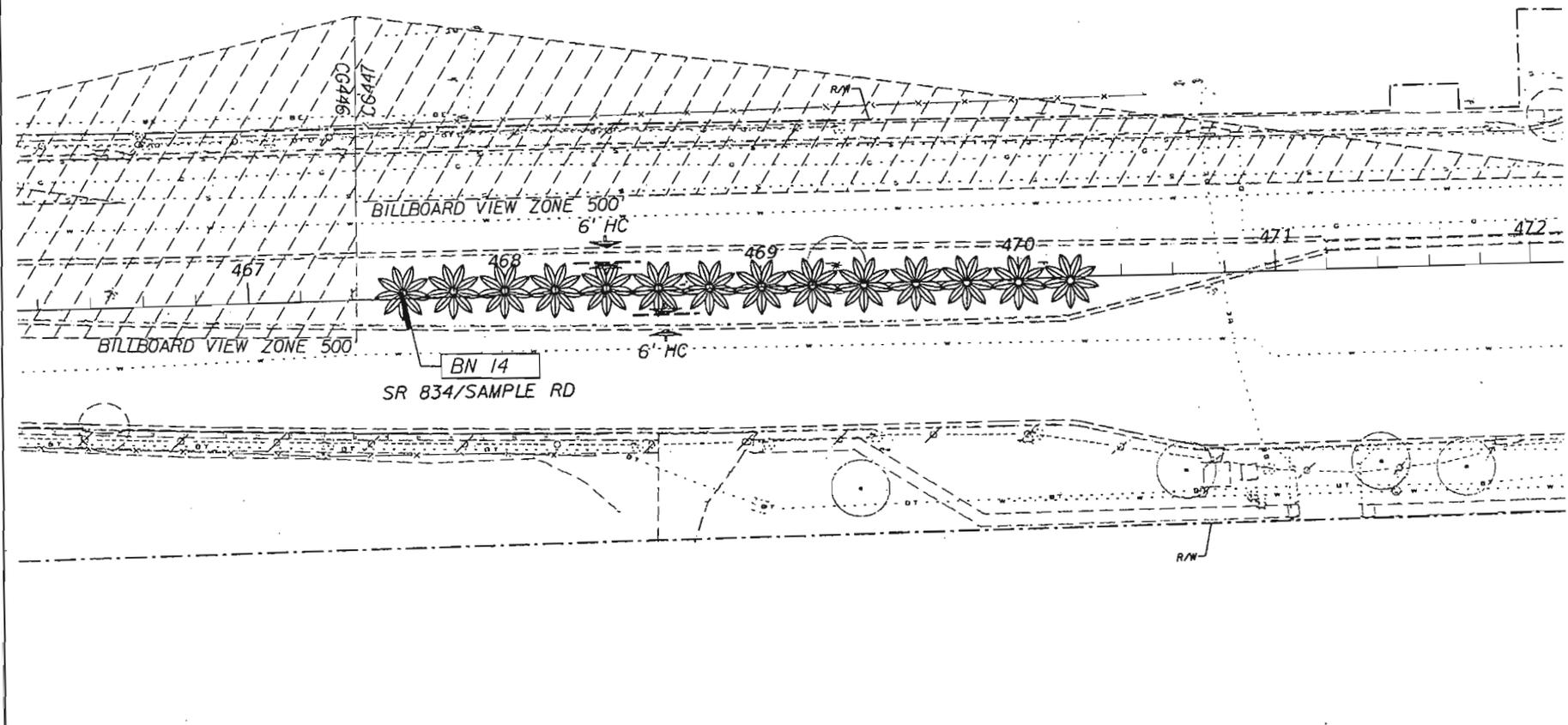


REVISIONS		LEGEND			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

	EXISTING TREE	BN BISMARKIA NOBILIS	LI LAGERSTROEMIA INDICA	PD PHOENIX DACTYLIFERA "MEDJOL"	RE ROYSTONEA ELATA
		BS BURSERIA SIMARUBA	PE PTYCHOSPERMA ELEGANS	QV QUERCUS VIRGINIANA	

DATE		BY	DESCRIPTION	DATE	BY	DESCRIPTION	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		SHEET NO. LD-24
834		BROWARD	431526-1-52-01	KEITH and SCHNARS, P.A. <small>LANDSCAPE ARCHITECT OF RECORD, LICENSE NO. 10084170 CERTIFICATE OF AUTHORIZATION #1537</small> 8300 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954) 776-1818		LANDSCAPE PLAN			

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-10.1, F.A.C.



REVISIONS		LEGEND			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

EXISTING TREE	BN BISMARKIA NOBILIS	LI LAGERSTROEMIA INDICA	PD PHOENIX DACTYLIFERA "MEDJOL"	RE ROYSTONEA ELATA
	BS BURSERIA SIMARUBA	PE PTYCHOSPERMA ELEGANS	QV QUERCUS VIRGINIANA	

DATE	BY	DESCRIPTION

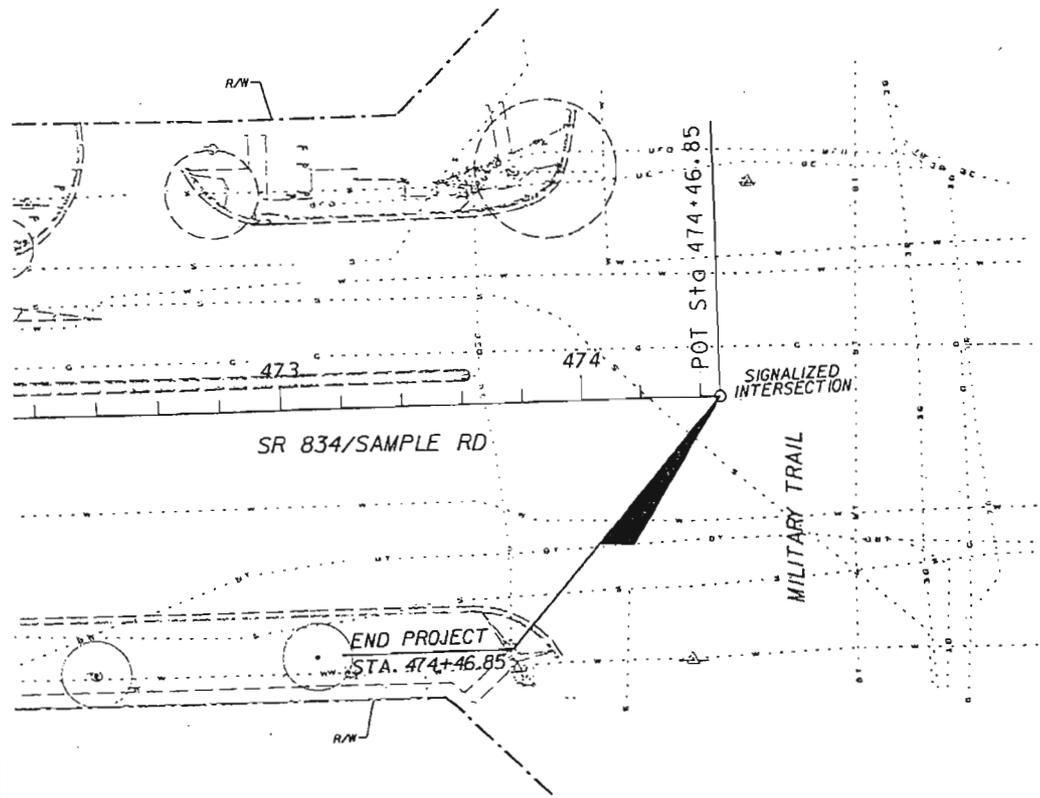
KEITH and SCHNARS, P.A.
LANDSCAPE ARCHITECT OF RECORD, BRIDGE & ROAD #00014173
 CERTIFICATE OF AUTHORIZATION #1907
 8300 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954) 778-1816

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

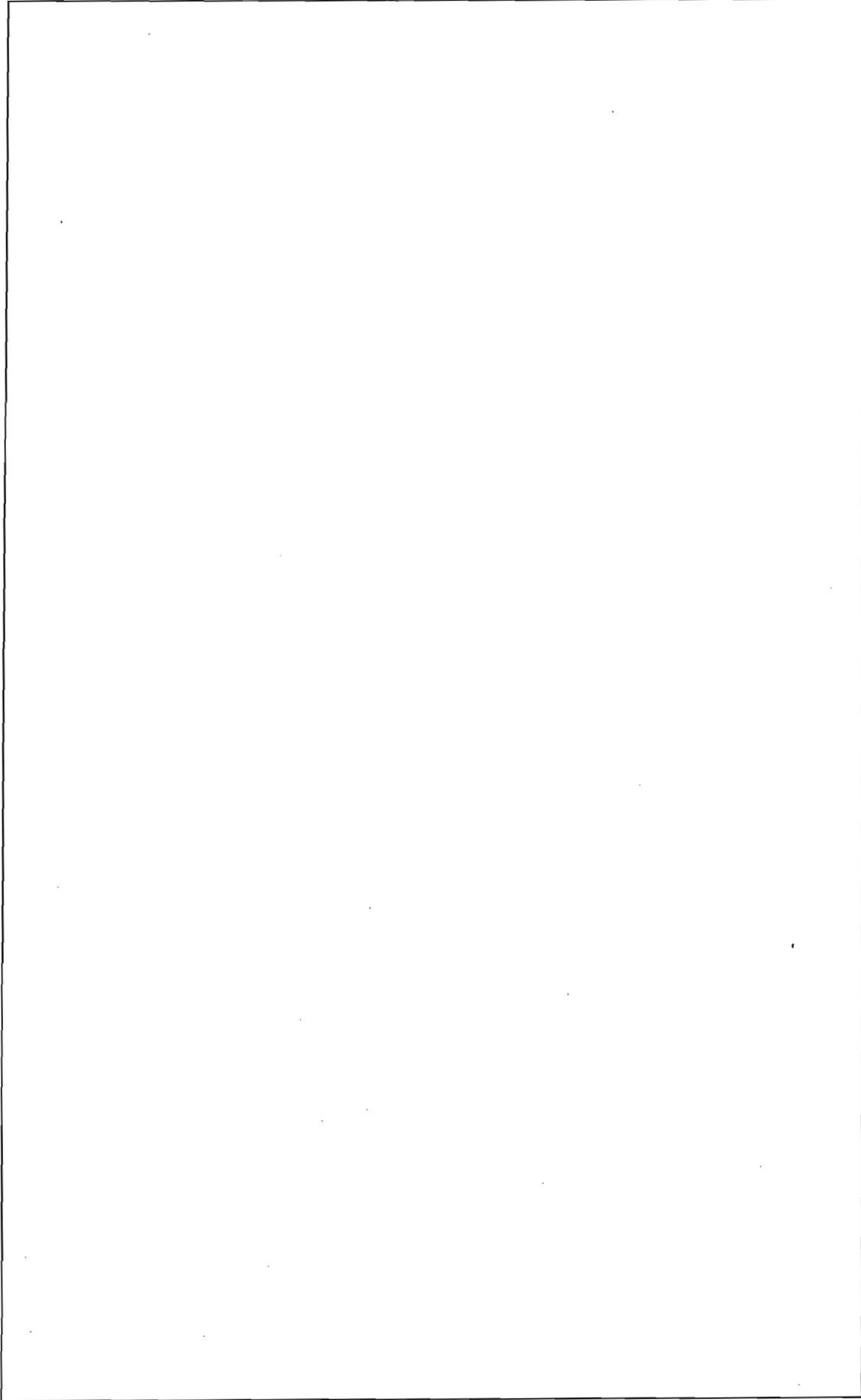
SHEET NO.
LD-25

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 600-9.01, F.A.C.

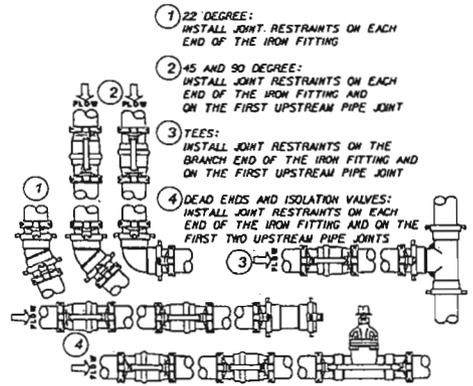


 EXISTING TREE	LEGEND	BN BISMARKIA NOBILIS BS BURSERIA SIMARUBA	LI LAGERSTROEMIA INDICA PE PTYCHOSPERMA ELEGANS	PD PHOENIX DACTYLIFERA "MEDJOL" QV QUERCUS VIRGINIANA	RE ROYSTONEA ELATA										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">REVISIONS</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		REVISIONS		DATE	BY	DESCRIPTION						STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		LANDSCAPE PLAN	SHEET NO. LD-26
REVISIONS		DATE	BY	DESCRIPTION											
KEITH and SCHNARS, P.A. <small>6500 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954)775-1818</small>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> <tr> <td style="text-align: center;">834</td> <td style="text-align: center;">BROWARD</td> <td style="text-align: center;">431526-1-52-01</td> </tr> </table>	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	834	BROWARD	431526-1-52-01							
ROAD NO.	COUNTY	FINANCIAL PROJECT ID													
834	BROWARD	431526-1-52-01													

NOTE: THE ORIGINAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 60D-11.01, F.A.C.

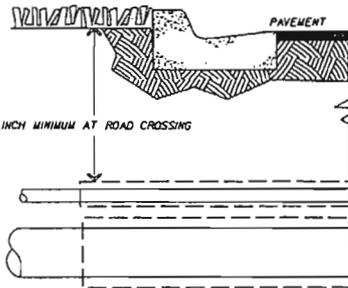


DATE		BY		DESCRIPTION		REVISIONS		DATE		BY		DESCRIPTION	
<small>UNDESIGNED UNLESS INDICATED OTHERWISE <small>REGISTERED PROFESSIONAL ENGINEER KEITH and SCHNARS, P.A. <small>880 N. ANDERSON AVE., FT. LAUDERDALE, FL 33304-1112 (954) 776-1019</small> </small></small>													
<small>STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION</small>				<small>ROAD NO. 834</small>		<small>COUNTY BROWARD</small>		<small>FINANCIAL PROJECT ID 431526-1-52-01</small>					
IRRIGATION NOTES												<small>SHEET NO. LD-27</small>	

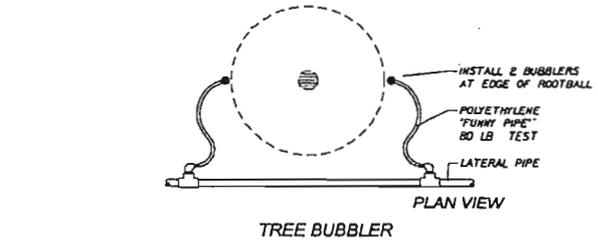


MAINLINE JOINT RESTRAINTS AT DIRECTION CHANGES

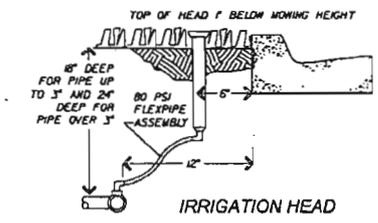
- 1 INSTALL HDPE DR-II OR PVC SCH 40 SLEEVES UNDER ROADWAYS AND OTHER IMPERVIOUS AREAS
- 2 DIRECTIONAL BORE ROAD CROSSINGS
- 3 ROAD TRENCHING REQUIRES WRITTEN PERMISSION
- 4 ROAD TRENCHING REQUIRES BACKFILLING WITH FLOWABLE FILL



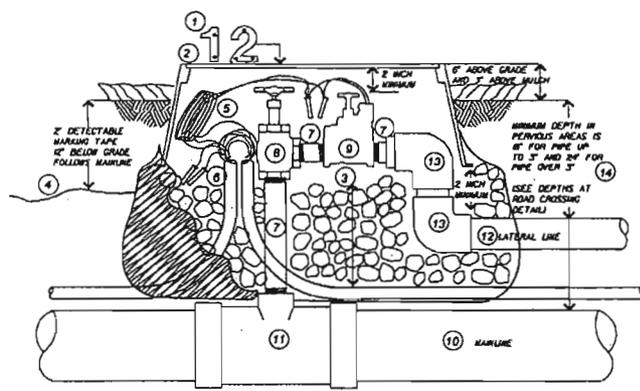
SLEEVING



TREE BUBBLER



IRRIGATION HEAD



VALVE INSTALLATION

- 1 ALUMINUM VALVE IDENTIFICATION NUMBER, SCORED IN PLACE
- 2 VALVE BOX
- 3 VALVE SUMP: 12 INCHES DEEP FILLED WITH 2 INCH GRAVEL AND WRAPPED IN FALTEX FABRIC
- 4 DETECTABLE MARKING TAPE: ABOVE MAINLINE AND 6" BELOW GRADE
- 5 CONTROL WIRE: SOLID COPPER, TYPE UF-43 FIBROGLASS WITH A 24" SERVICE COIL AND DR-6 WATERPROOF WIRE CONNECTORS. MAKE ALL CONTROL WIRES ACCESSIBLE AT EVERY VALVE BOX. INSTALL A DIFFERENT COLOR FOR EACH VALVE. DO NOT USE GREEN. INSTALL EXTRA BARE COLORED WIRES WHERE NOTED ON PLANS.
- 6 CONTROL WIRE CONDUIT: GREY PVC USING LONG RADII SWEEPS COMING INTO EACH VALVE BOX
- 7 SCHEDULE 40 PVC THREADED NIPPLES. INSTALL NO WALE ADAPTERS
- 8 MANUAL GATE VALVE: RIGHT ANGLE VALVE, MATCH ELECTRIC VALVE SIZE
- 9 ELECTRIC CONTROL VALVE:
- 10 MAINLINE PIPE: PVC. REINSTALL LABELS FACING UP
- 11 MAINLINE PIPE FITTINGS: PVC SCHEDULE 40. INSTALL DUCTILE IRON FITTINGS WITH JOINT RESTRAINTS AT DIRECTION CHANGES
- 12 LATERAL LINE PIPE: PVC. REINSTALL LABELS FACING UP
- 13 LATERAL LINE PIPE/FITTINGS: PVC, SCHEDULE 40.
- 14 PIPE DEPTH REQUIREMENTS

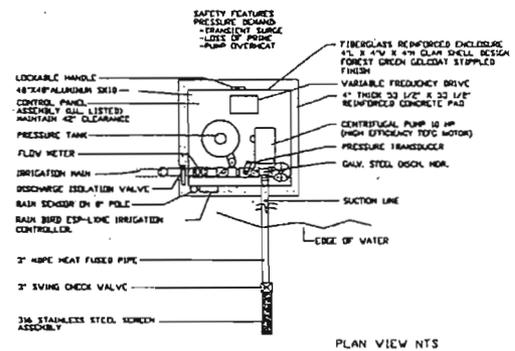
NOTE: SUCTION PIPES AND FITTINGS SHALL BE HDPE HEAT FUSED. CHECK VALVE 3" AND LARGER SHALL BE SPRING TYPE, 3" AND SMALLER SHALL BE POPPET STYLE. ALL DISPOSED SUCTION OR DISCHARGE PIPE ADJACENT TO THE PUMP SYSTEM SHALL BE CHANNELLED STEEL, BUTTERFLY OR BALLVALVE PROVIDED AT EACH PUMP. PROVIDE MINIMUM OF 4" CLEARANCE ON ALL SIDES OF PUMP SYSTEMS.

* OPTIONAL FEATURES ARE INCLUDED IF MARKED WITH AN "X"

X PRESSURE CONTROL VALVE

X RAIN BIRD ESP-LINE 13 STATION IRRIGATION CONTROLLER WITH RAIN SENSOR ON 8" POLE

X PRESSURE TANK FOR PRESSURE DOWNS SYSTEMS



PLAN VIEW NTS

ELECTRIC SERVICE TO BE IN ORDER OF PREFERENCE:
 480V 3-PHASE, 230V CLOSED-DELTA 3-PHASE, 208 VYE 3-PHASE,
 230 1-PHASE, 208V 1-PHASE, 230 OPEN-DELTA 3-PHASE.

PUMP PERFORMANCE
 100 GPM @ 11.3 TDH, 80 PSI DISCHARGE PRESSURE

MOVER PUMPING MODEL: MCF-100PY-330/3-E-12LWJ
 Pompano Beach, Florida, Tel: 954-971-7250

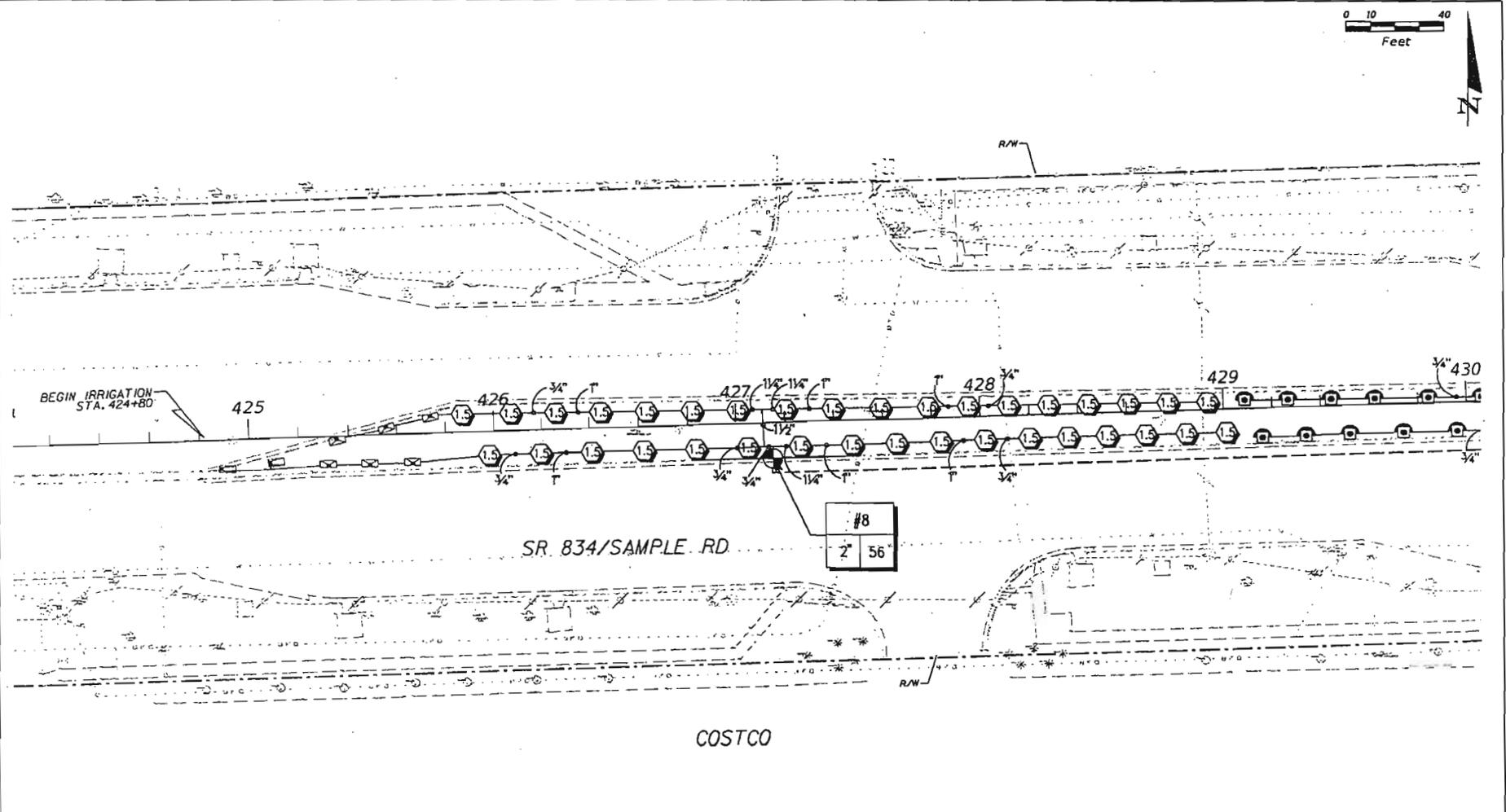
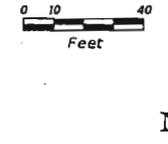
PUMP SYSTEM DETAIL

REVISIONS						STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						834	BROWARD	431526-1-52-01	LD-28

LANDSCAPE ARCHITECT OF RECORD: KEITH & SCHNARS, P.A.
 CERTIFICATE OF AUTHORIZATION #1331
 6300 N. Andrews Ave., Ft. Lauderdale, FL 33309-3132 (954) 776-1818

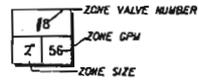
IRRIGATION DETAILS

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6009-100, F.A.C.



IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5' SCHEDULE 40 PVC (18" DEEP MINIMUM)
- 1.5" SEAMLESS HDPE DRIE RED STRIPE CONDUIT
- - - LATERAL LINE PIPE - SCHEDULE 40 PVC (18" DEEP MINIMUM) SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC (18" DEEP MINIMUM UNDER ROADWAYS) OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION



- ⊙ RAIN-3500T-1.5-(79-91-91-540)
- ⊙ RAIN-RIT-24T-2-1724-H-180-91-S040
- ⊙ RAIN-1300-15CST-4X30
- ⊙ RAIN-1800-15EST-4X15
- ⊙ RAIN-95ST-9XB

REVISIONS		DATE	BY	DESCRIPTION

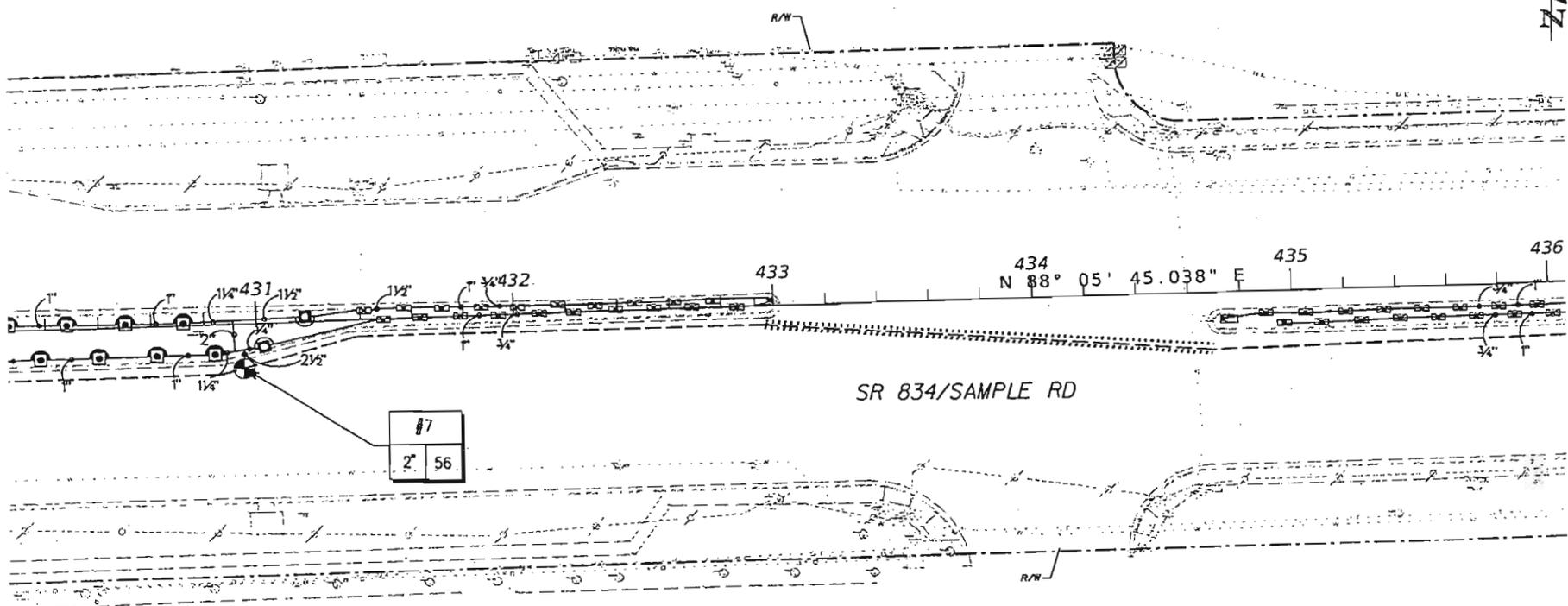
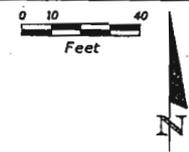
LANDSCAPE ARCHITECT OF RECORD, BRUCE R. BIRD, P.L.L.C. (0541778-1818)
 CERTIFICATE OF AUTHORIZATION #1521
KEITH and SCHNARS, P.A.
 6300 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954)778-1818

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN

SHEET NO.
LD-31

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE BORNED AND SEALED UNDER RULE 6009-H.D.M.F.A.C.



SR 834/SAMPLE RD

IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5' SCHEDULE 40 PVC 18" DEEP MINIMUM
- 1.5" SEAMLESS HDPE DRP 'RED STRIPE' CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC 18" DEEP MINIMUM SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC 1.5" DEEP MINIMUM UNDER ROADWAYS! OPEN CUT INSTALLATION, PROOF TO ROADWAY BASE PREPARATION
- ⊗ ZONE VALVE NUMBER
- ⊗ ZONE VALVE/MASTER VALVE
- ⊗ ZONE GPM
- ⊗ ZONE SIZE
- ⊗ POC
- ⊗ PUMP STATION
- ⊗ RAIN-3500T-1.5-179-91-91-540
- ⊗ RAIN-R17-24T-2-1724-H-180-91-5040
- ⊗ RAIN-1300-15CST-4X30
- ⊗ RAIN-1800-15EST-4X15
- ⊗ RAIN-9SST-9X18

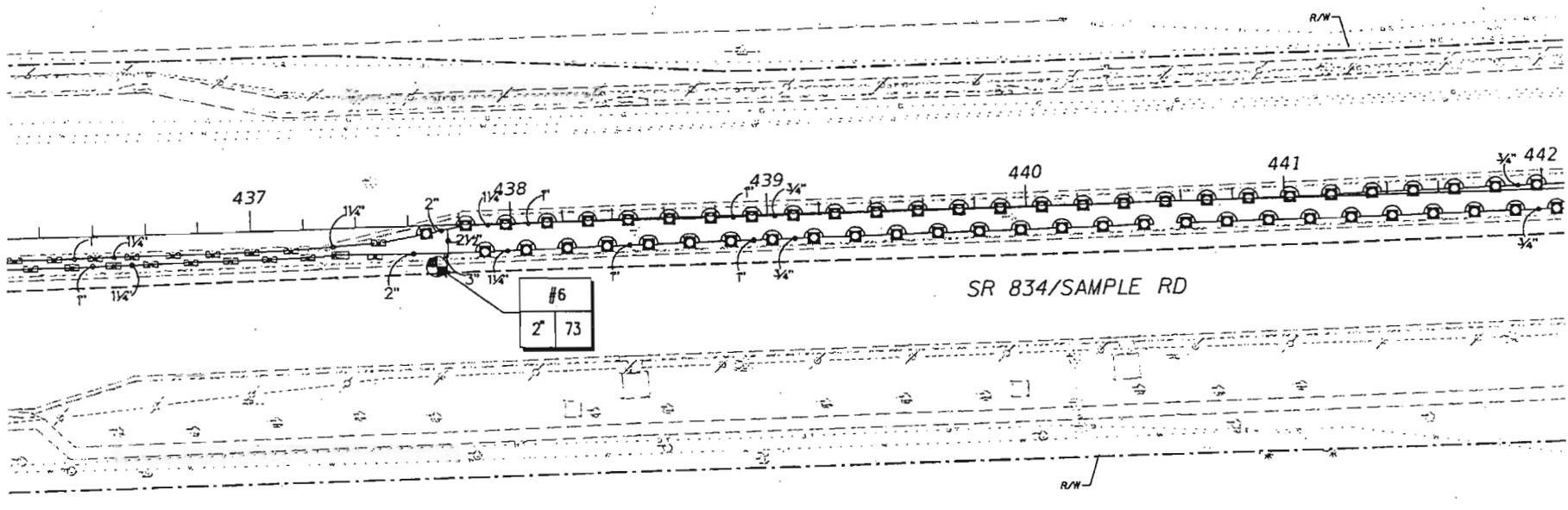
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD (BRUCE A. BRAD, P.L.A. 00001774)
 CERTIFICATE OF AUTHORIZATION #1511
KEITH and SCHNARS, P.A.
 6300 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954) 776-1818

STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN	
SHEET NO.	
LD-32	

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 68D-11.04, F.A.C.



IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5" SCHEDULE 40 PVC (18" DEEP MINIMUM)
- 1.5" SEAMLESS HOPE DRIP 'RED STRIPE' CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC (18" DEEP MINIMUM) SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC (18" DEEP MINIMUM UNDER ROADWAYS) OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION
- ZONE VALVE NUMBER
- ZONE GPM
- ZONE SIZE
- ZONE VALVE/MASTER VALVE
- PUMP STATION
- RAIN-3500T-1.5-179-91-91-540
- RAIN-RIT-24T-2-1724-H-180-91-S040
- RAIN-1300-15CST-4X30
- RAIN-1800-15EST-4X15
- RAIN-9SST-9X18

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

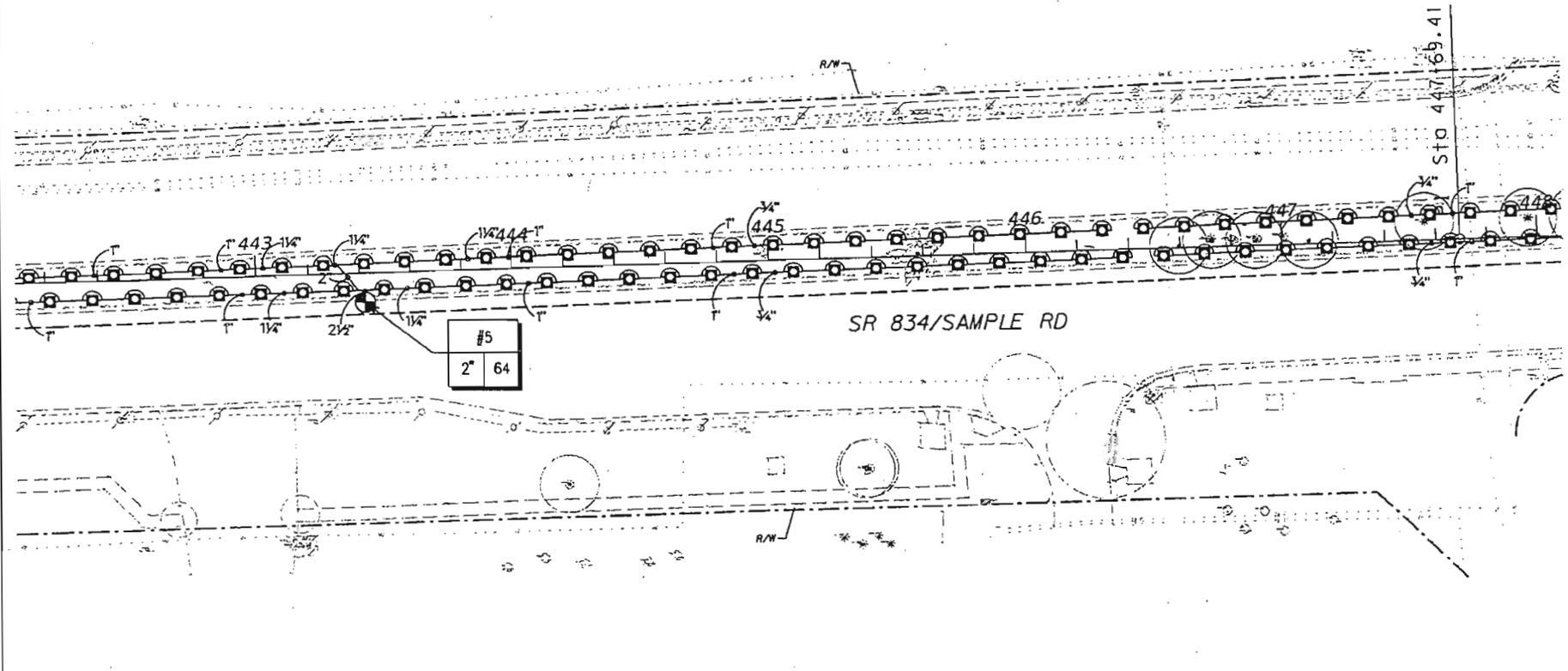
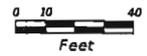
LANDSCAPE ARCHITECT OF RECORD UNDER A FLA. REG. NO. 0001420
 CERTIFICATE OF AUTHORIZATION #322
KEITH and SCHNARS, P.A.
 8300 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954)778-1918

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN

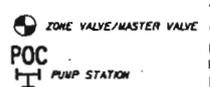
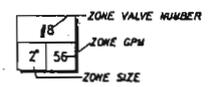
SHEET NO.
LD-33

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SAVED AND SEALED UNDER RULE 600-11.01, F.A.C.



**IRRIGATION
LEGEND**

- MAIN LINE PIPE - 2.5' SCHEDULE 40 PVC 18" DEEP MINIMUM
- 1.5' SEAMLESS HDPE DRIP 'RED STRAPE' CONDUIT
- - - LATERAL LINE PIPE - SCHEDULE 40 PVC 18" DEEP MINIMUM
SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC, 135' DEEP MINIMUM UNDER ROADWAYS!
OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION



- ⊙ RAIN-3500T-1.5-179-91-91-540
- ⊙ RAIN-117-24T-2-1724-H-180-91-SD40
- ⊙ RAIN-1300-15CST-4X30
- ⊙ RAIN-1800-15EST-4X15
- ⊙ RAIN-95ST-9XB

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD SINCE 1982, P.L.C. (SINCE 1997)
 QUALITY STATE OF AUTHORIZATION #1987

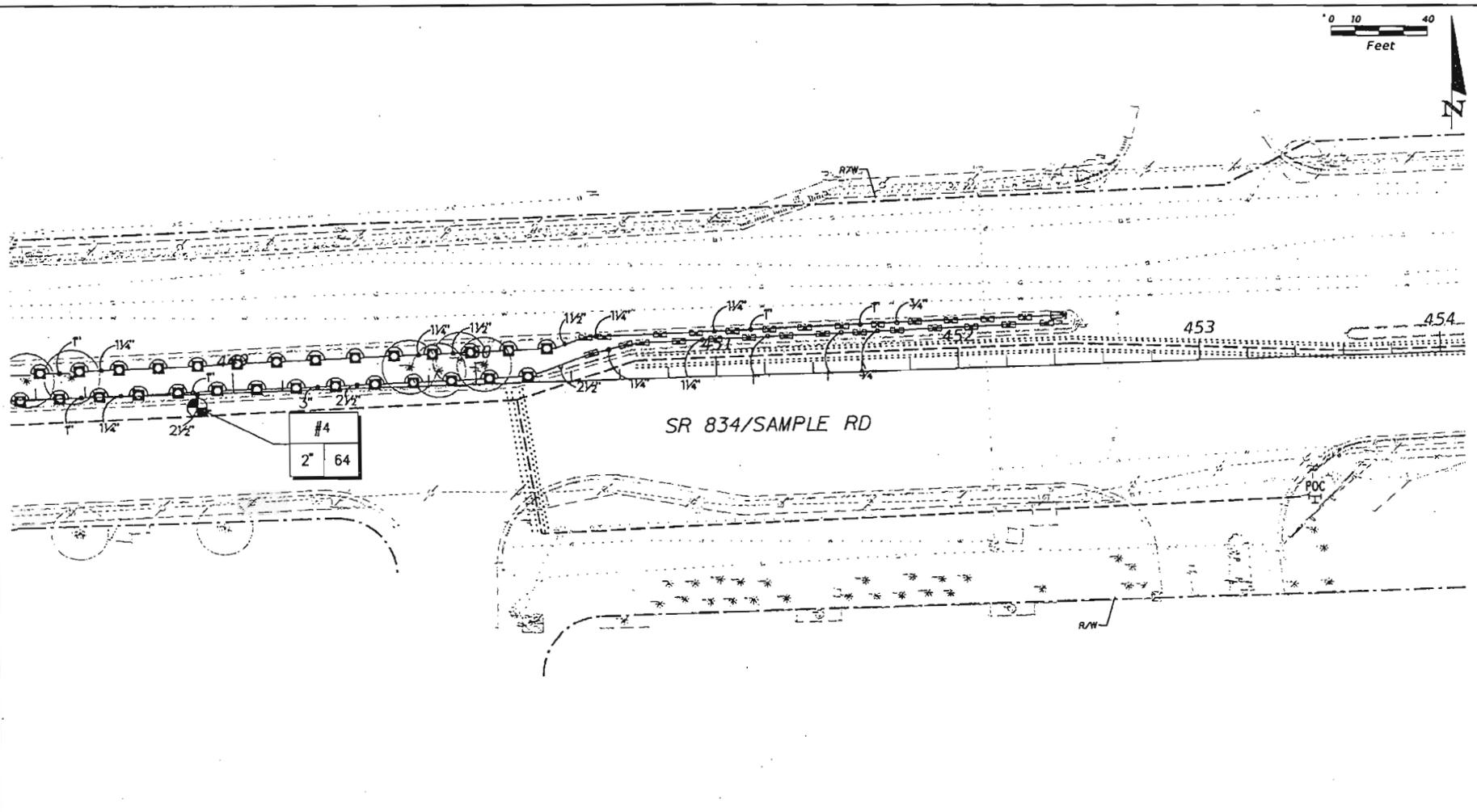
KEITH and SCHNARS, P.A.
 8500 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954)779-1818

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN

SHEET
NO.
LD-34

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 600-10.01, F.A.C.



IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5" SCHEDULE 40 PVC (18" DEEP MINIMUM)
- 1.5" SEAMLESS HDPE DRIP 'RED STRIPE' CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC (18" DEEP MINIMUM) SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC, 136" DEEP MINIMUM UNDER ROADWAYS; OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION
- ⊠ ZONE VALVE NUMBER
- ⊠ ZONE VALVE/MASTER VALVE
- ⊠ RAIN-3500T-1.5-179-91-91-540
- ⊠ RAIN-R17-24T-2-1724-H-180-91-5040
- ⊠ RAIN-1300-15CST-4X30
- ⊠ RAIN-1800-15EST-4X15
- ⊠ RAIN-9SST-9XB
- ⊠ ZONE GPM
- ⊠ PUMP STATION
- ⊠ ZONE SIZE

		REVISIONS			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

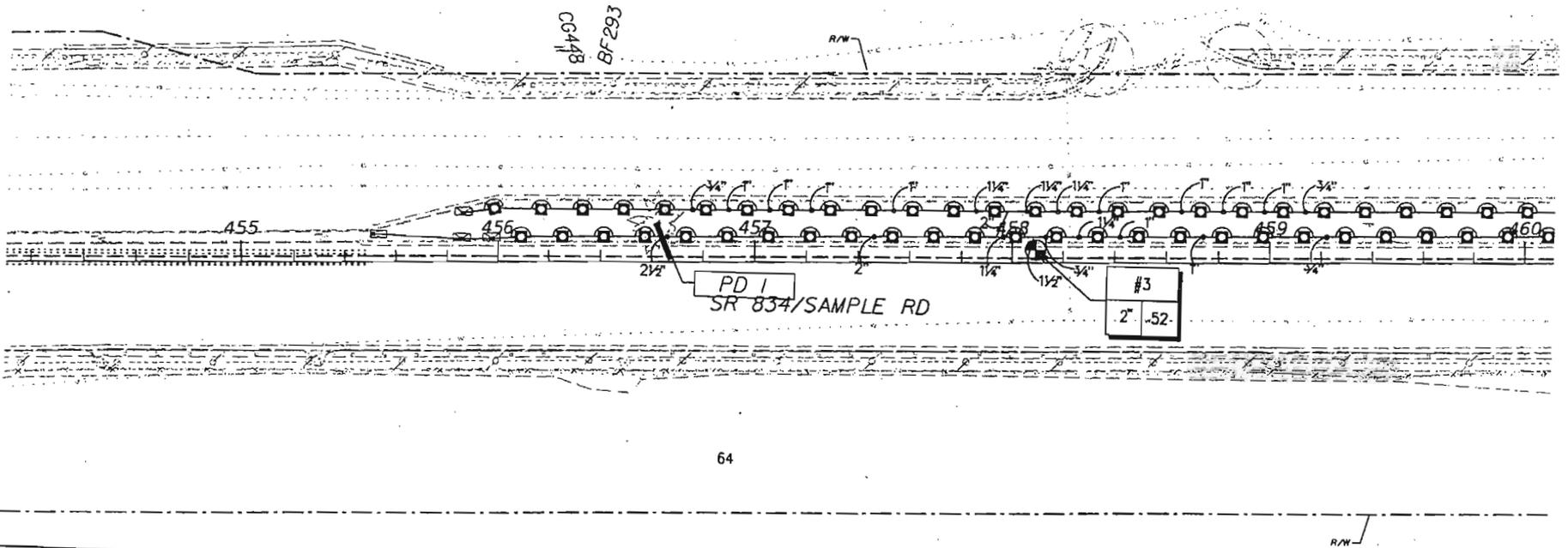
LANDSCAPE ARCHITECT OF RECORD SINCE 1922, P.A. 0001171
 CERTIFICATE OF AUTHORIZATION 01321
KEITH and SCHNARS, P.A.
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954) 776-1816

STATES OF FLORIDA		
DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN

SHEET NO.
LD-35

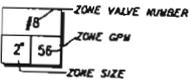
PROTECT THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-11.001, F.A.C.



64

IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5' SCHEDULE 40 PVC (8" DEEP MINIMUM)
- 1.5" SEAMLESS HOPE DRIP 'RED STRIPE' CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC (8" DEEP MINIMUM) SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC (8" DEEP MINIMUM UNDER ROADWAYS) OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION



- ⊕ RAIN-3500T-1.5-179-91-91-540
- ⊕ RAIN-RIT-24T-2-1724-H-180-91-S040
- ⊕ RAIN-1300-15CST-4X30
- ⊕ RAIN-1800-15EST-4X15
- ⊕ RAIN-95ST-9X18

		REVISIONS			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

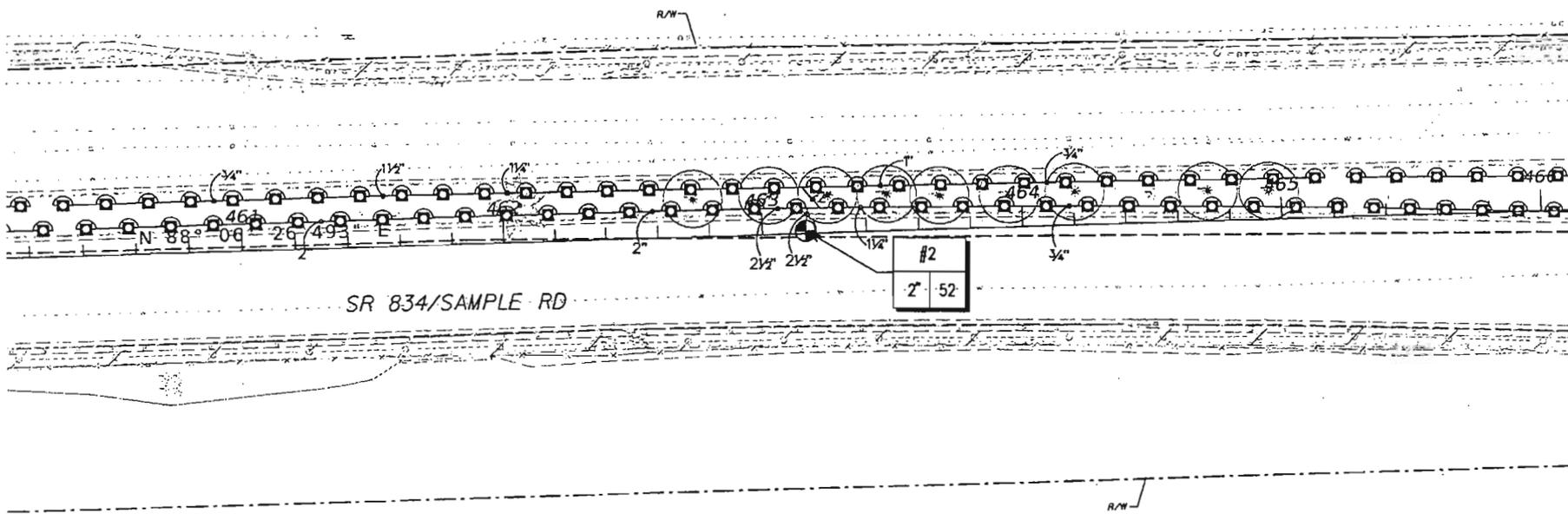
LANDSCAPE ARCHITECT OF RECORD AND REGISTERED PROFESSIONAL ENGINEER
KEITH and SCHNARS, P.A.
 8300 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954)770-1810

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN

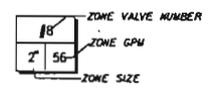
SHEET NO.
LD-36

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER TITLE 600-1004, F.A.C.



IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5" SCHEDULE 40 PVC (18" DEEP MINIMUM)
- 1.5" SEAMLESS HDPE DRIP 'RED STRIPE' CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC (18" DEEP MINIMUM) SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC (18" DEEP MINIMUM UNDER ROADWAYS) OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION



- ⊙ RAIN-3500T-15-179-91-91-540
- ⊙ RAIN-R17-24T-2-1724-H-180-91-S040
- ⊙ RAIN-1300-15CST-4X30
- ⊙ RAIN-1800-15EST-4X15
- ⊙ RAIN-95ST-9X18

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

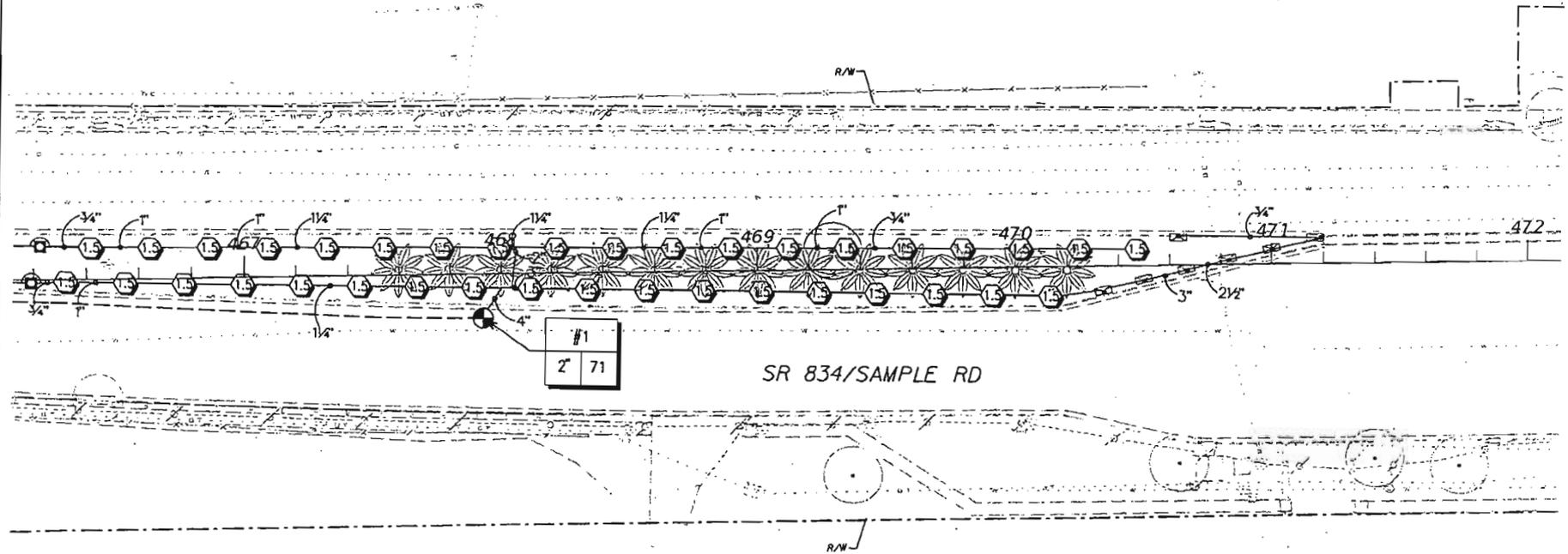
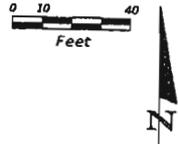
LANDSCAPE AND STREET RECORDS BRUCE K. PIZZOLLA, REGISTERED PROFESSIONAL ENGINEER
 CERTIFICATE OF AUTHORIZATION #13327
KEITH and SCHNARS, P.A.
 8500 N. Andrews Ave. Ft. Lauderdale, FL 33309-3132 (954)776-1816

STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN

SHEET NO.
LD-37

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-H.04, F.A.C.



IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5' SCHEDULE 40 PVC (18" DEEP MINIMUM)
- 1.5" SEAMLESS HDPE DRIP 'RED STRIP' CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC (18" DEEP MINIMUM) SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC (18" DEEP MINIMUM UNDER ROADWAYS) OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION

18	ZONE VALVE NUMBER
2	ZONE GPM
56	ZONE SIZE

- ZONE VALVE/MASTER VALVE
- POC PUMP STATION

- ⑬ RAIN-3500T-1.5-179-91-91-540
- ⑭ RAIN-R17-24T-2-1724-H-180-91-S040
- ☐ RAIN-1300-BCST-4X30
- ☐ RAIN-1800-BEST-4X15
- ☐ RAIN-9SST-9X18

		REVISIONS			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD: SAUNDERS & JONES, P.L.L.C. (REGISTERED CERTIFICATE OF AUTHORIZATION #5307)

KEITH and SCHNARS, P.A.
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33309-3122 (954) 776-1818

STATE OF FLORIDA		
DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN

	SHEET NO.
	LD-38

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SAVED AND SEALED UNDER RULE 600-11.001, F.A.C.

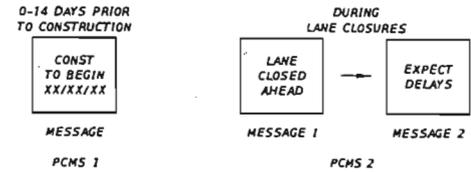
TRAFFIC CONTROL GENERAL NOTES:

GENERAL:

1. SINGLE LANE CLOSURES:
LANE CLOSURE SHALL OCCUR ONLY DURING NON-PEAK HOURS ON NON-EVENT DAYS/NIGHTS/WEEKENDS. NON-PEAK HOURS ARE:
9:00 AM TO 3:30 PM - WEEKDAYS
2. REGULATORY SPEED ESTABLISHED WITHIN WORK ZONE TRAVEL WAY SHALL BE 45 M.P.H., THE SAME AS THE POSTED SPEED, AT ALL TIMES.
3. THE CONTRACTOR SHALL INSTALL ONE PROJECT INFORMATION SIGN PER INDEX 600 APPROXIMATELY 500' BEFORE THE PROJECT BEGIN LIMITS PRIOR TO CONSTRUCTION.

CHANGEABLE (PORTABLE) MESSAGE SIGN MESSAGES:

PCMS TO BE PLACED ON SR-834:



ADVANCE CONSTRUCTION NOTICE:

THE CONTRACTOR SHALL FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) AT THE BEGINNING OF THIS PROJECT. MESSAGES FOR THE PCMS SHALL BE AS INDICATED ON THIS PLAN OR AS DIRECTED BY THE ENGINEER. THE PCMS SHALL BE IN PLACE TWO (2) WEEKS BEFORE START OF ANY WORK ITEMS AFFECTING THE EXISTING VEHICULAR AND PEDESTRIAN TRAFFIC SR-834.

REVISIONS				ENGINEER OF RECORD: C. BRYAN WILSON, P.E. #4340 KEITH and SCHNARS, P.A. ENGINEERS, PLANNERS, SURVEYORS 6300 NORTH ANDREWS AVENUE FORT LAUDERDALE, FLORIDA 33309-3332 (954)76-1616 CERTIFICATE OF AUTHORIZATION NO. 1337	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TRAFFIC CONTROL PLAN	SHEET NO. LD-39
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					834	BROWARD	431526-1-52-01		

Shanson

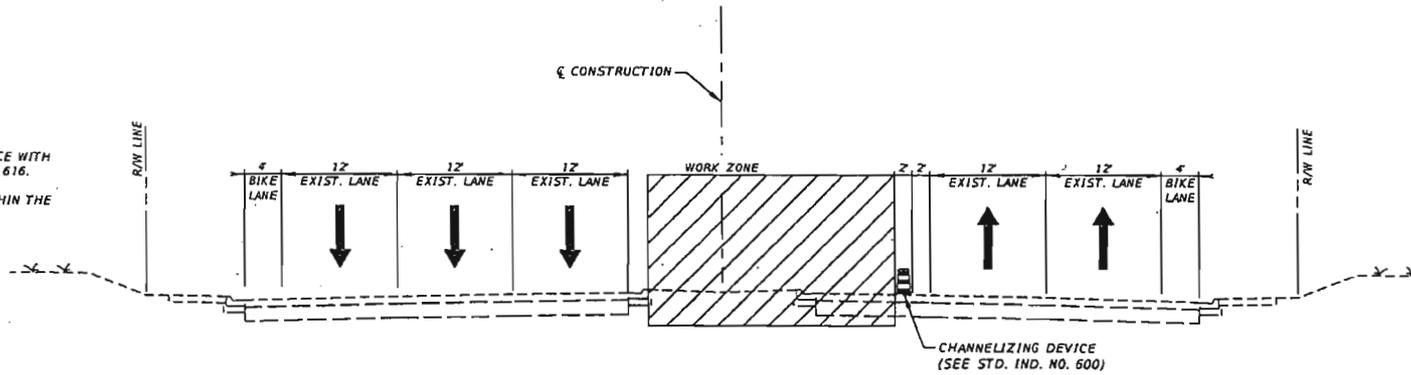
10/22/2014

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PHASE I:

1. MAINTAIN TRAFFIC PATTERNS IN ACCORDANCE WITH FDOT STANDARD INDEX NOS. 600, 613, AND 616.
2. INSTALL LANDSCAPING AND IRRIGATION WITHIN THE MEDIAN AS SHOWN IN THE LANDSCAPE AND IRRIGATION PLANS.



TYPICAL SECTION - PHASE I
SR 834 (SAMPLE ROAD)
M.P. 5.03 TO M.P. 7.116

REVISIONS		<small>ENGINEER OF RECORD: C. BRIAN WILSON, P.E. #7140</small> KEITH and SCHNARS, P.A. <small>ENGINEERS, PLANNERS, SURVEYORS</small> <small>6500 NORTH ANDREW'S AVENUE</small> <small>FORT LAUDERDALE, FLORIDA 33309-2132</small> <small>(561)776-1828</small> <small>CERTIFICATE OF AUTHORIZATION NO. 1337</small>	<small>STATE OF FLORIDA</small> <small>DEPARTMENT OF TRANSPORTATION</small>			TRAFFIC CONTROL PLAN	SHEET NO.	
DATE	DESCRIPTION		DATE	DESCRIPTION	ROAD NO.		COUNTY	FINANCIAL PROJECT ID
					834	BROWARD	431526-1-52-01	

Shansen

10/22/2014

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1.0 SITE DESCRIPTION

1. A. NATURE OF CONSTRUCTION ACTIVITY
THIS PROJECT CONSISTS OF THE INSTALLATION OF LANDSCAPING ITEMS IN SELECTED LOCATIONS ALONG SR 5 FROM MM 90.8 TO MM 97 IN MONROE COUNTY, A DISTANCE OF 6.004 MILES.

1. B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES
1) CLEARING AND GRUBBING
2) INSTALLATION OF LANDSCAPING ITEMS

1. C. AREA ESTIMATES
TOTAL SITE AREA: 5,917,811 SF (129 ACRES)
TOTAL AREA DISTURBED: 163,310 SF (3.75 ACRES)

1. D. RUNOFF COEFFICIENTS
THE LANDSCAPING WORK WILL NOT CHANGE THE RUNOFF COEFFICIENTS BEFORE, DURING OR AFTER; THERE ARE NO ADDITIONAL IMPERVIOUS AREAS BEING ADDED. THE RUNOFF COEFFICIENT IN THE DISTURBED AREAS IS ANTICIPATED TO BE 0.3.

SOILS DATA
URBAN LAND - THIS SOIL IS LOCATED IN AREAS WHERE MORE THAN 85 PERCENT OF THE SURFACE IS COVERED BY STREETS, SIDEWALKS, AND OTHER STRUCTURES. THE NATURAL SOIL CANNOT BE OBSERVED. THE SOILS IN OPEN AREAS, MAINLY VEGETATED HIGHWAY BORDER AREAS HAVE BEEN ALTERED BY LAND GRADING AND SHAPING; AREAS OF THESE SOILS ARE SO SMALL THAT MAPPING THEM SEPARATELY IS IMPRACTICAL. NO CAPABILITY CLASSIFICATION IS ASSIGNED.

1. E. SITE MAP
THE CONSTRUCTION PLANS SERVE AS THE SITE MAP. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW AND ON THE KEY MAP:
DRAINAGE PATTERNS: THE ATTACHED LANDSCAPE PLAN SHEETS SHOW THE INLETS THAT RECEIVE THE STORMWATER FROM THE DISTURBED AREAS. ALL RUNOFF FROM THE PROJECT SITE IS DIRECTED TOWARD INLETS WITHIN THE RIGHT OF WAY FOR TREATMENT WITHIN THE EXISTING SYSTEM. (SEE LANDSCAPE PLANS). APPROXIMATE SLOPES: VARY; HOWEVER, THE EXISTING SLOPES ARE TO REMAIN THE SAME.

AREAS OF SOIL DISTURBANCE: THE AREAS OF SOIL DISTURBANCE ARE SHOWN ON THE LANDSCAPE PLANS.
AREAS NOT TO BE DISTURBED: AREAS OUTSIDE OF THE PROPOSED LANDSCAPED AREAS WILL NOT BE DISTURBED DURING CONSTRUCTION.
LOCATIONS OF TEMPORARY CONTROLS: AT EXISTING INLETS.
LOCATIONS OF PERMANENT CONTROLS: EXISTING CONTROLS REMAIN. INLETS, SWALES, BERMS, WALLS, CURBS AND GUTTER, ETC.
AREAS TO BE STABILIZED: ALL DISTURBED AREAS WILL BE PERMANENTLY STABILIZED WITH LANDSCAPING ITEMS.
SURFACE WATERS: N/A
DISCHARGE POINTS TO SURFACE WATERS: VIA SWALES, OUTFALLS AND OVERFLOW.
WETLAND AREAS: THERE ARE NO WETLANDS.

1. F. RECEIVING WATERS: N/A

OUTFALL INFORMATION
LOCATION: N/A
LATITUDE: N/A
LONGITUDE: N/A
RECEIVING WATER NAME: N/A
DRAINAGE AREA: UNKNOWN; HOWEVER, NO CHANGES WILL RESULT FROM THIS PROJECT.

2.0 CONTROLS

2. A. EROSION AND SEDIMENT CONTROLS
IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S CONSTRUCTION PHASING PLAN. THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THE SECTION 104 EROSION CONTROL PLAN, SUBJECT TO APPROVAL OF THE ENGINEER, AS WORK PROGRESSES. THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES AND THE NEED FOR BETTER PRACTICES.

CONSTRUCTION ACTIVITIES - GENERAL
THE MAJOR CONTROLS OUTLINED IN THIS SWPPP ARE SEDIMENT AND EROSION CONTROL THROUGH THE PHASING OF THE CONSTRUCTION OPERATION THEREBY LIMITING THE AMOUNT OF ERODIBLE EARTH EXPOSED AT ANY GIVEN TIME. REMOVAL OF EXCESS DIRT ON THE PAVED AREAS AND THE PROTECTION OF THE EXISTING INLETS AND OUTFALLS. MAJOR EROSION PROBLEMS ARE NOT ANTICIPATED DUE TO THE NATURE OF THE PROJECT WORK. GOOD HOUSEKEEPING, EQUIPMENT MAINTENANCE AND WORK PROGRESS ARE INTEGRAL PARTS OF THIS PLAN.

PRIOR TO EXPOSING ERODIBLE EARTH, SILT FENCE WILL BE INSTALLED AT THE COLLECTOR INLETS TO PRECLUDE THE DISCHARGE OF SILT LOADED CONSTRUCTION WATERS INTO THE DRAINAGE SYSTEM.

LANDSCAPING AREAS WILL NOT BE CLEARED UNTIL THE PLANTING MATERIALS ARE AVAILABLE FOR A PERMANENT SITE. CONTROLLING THE AMOUNT OF ERODIBLE EARTH EXPOSED AT ANY GIVEN TIME WILL REDUCE THE POTENTIAL FOR SEDIMENT TRANSPORT.

PLANTINGS, SODDING AND MULCHING WILL BEGIN WITHIN 7 DAYS OF FINAL GRADING AND SITE PREPARATION ACTIVITIES.

STOCKPILED MATERIALS WILL NOT BE STORED ON SITE FOR MORE THAN 24 HOURS PRIOR TO INSTALLATION NOR WILL THEY BE LOCATED ADJACENT TO WATER BODIES OR INLETS. SHOULD A SITUATION ARISE THAT REQUIRES THE MATERIAL TO BE STOCKPILED FOR MORE THAN 24 HOURS, SEDIMENT CONTROLS WILL BE PROVIDED TO REDUCE THE POTENTIAL FOR SEDIMENT TRANSPORT.

2. A.1 STABILIZATION PRACTICES
STABILIZATION MEASURES WILL BE INITIATED AS SOON AS PRACTICAL BUT IN NO CASE MORE THAN 7 DAYS AFTER CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
TEMPORARY: WATER EXPOSED SOILS, SEED, MULCH AND SOD IN ACCORDANCE WITH STANDARD SPECIFICATIONS SECTION 104.
PERMANENT: MULCH, SOD, SHRUBS AND TREES

2. A.2 STRUCTURAL PRACTICES
SEDIMENT CONTROLS WILL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE THE FOLLOWING:

TEMPORARY: INLET PROTECTION: FILTER FABRIC, SILT FENCE
PERMANENT: EXISTING INLETS, SWALES AND DITCH BLOCKS, BERMS AND WALLS

2. B. STORMWATER MANAGEMENT
THE EXISTING STORMWATER MANAGEMENT DESIGN WILL NOT BE ALTERED.

2. C OTHER CONTROLS

2. C.1 WASTE DISPOSAL
IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIAL INTO THE SURFACE WATER. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT LIMITS DURING CONSTRUCTION ACTIVITIES.
DISPOSE OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
DISPOSE OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS OR WETLANDS. DISPOSE OR RECYCLE MATERIALS IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATION.

2. C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL
IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING UNLESS OTHERWISE APPROVED BY THE ENGINEER.

COVER LOADED HAUL TRUCKS WITH TARPAULINS.
REMOVE EXCESS DIRT FROM ROADS DAILY.
STABILIZE CONSTRUCTION ENTRANCES ACCORDING TO DESIGN STANDARD 106. (CONSTRUCTION ENTRANCES ARE ALREADY STABILIZED FOR THIS PROJECT.)

2. C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER OR SEPTIC TANK REGULATIONS.

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH THE APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL AND SANITARY SEWER OR SEPTIC SYSTEMS. ALL SANITARY WASTE WILL BE COLLECTED FROM PORTABLE UNITS BY A LICENSE SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY STATE REGULATIONS.

2. C.4 FERTILIZERS OR PESTICIDES:
IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS, PESTICIDES AND HERBICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF EITHER SECTION 501 OR THE SPECIFICATIONS. CONTAINERS WILL BE DISPOSED OF AS REQUIRED BY LOCAL, STATE AND FEDERAL REGULATIONS. RUNSAFE FROM APPLICATORS WILL BE DISPOSED OF PROPERLY, NOT POURED INTO THE LAKES, CANALS OR INLETS.
HERBICIDES AND PESTICIDES SHALL BE STORED ONSITE IN THEIR ORIGINAL CONTAINERS WITH PRODUCT LABEL INTACT.

2. C.5 TOXIC SUBSTANCES

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN OF ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE AND DISPOSAL OF THESE SUBSTANCES. ABSORBENT MATERIALS WILL BE KEPT IN THE VEHICLES TO HANDLE ACCIDENTAL SPILLS OR LEAKS FROM VEHICLES AND OTHER EQUIPMENT AND PLASTIC SHEETING SHALL BE AVAILABLE TO PROTECT CONTAMINATED AREAS FROM RAINFALL. THE PROPER AUTHORITIES AT FDOT AND/OR EMERGENCY UNITS SHALL BE CONTACTED SHOULD AN ACCIDENTAL SPILL OCCUR.

CONTRACTOR SHALL PROVIDE A PROJECT SPECIFIC HAZARDOUS MATERIALS SPILL CONTROL PLAN IN ORDER TO ADDRESS THE HANDLING OF HYDROCARBON AND HAZARDOUS MATERIALS.
PETROLEUM PRODUCTS SHALL BE STORED IN COVERED AREAS WITH SECONDARY CONTAINMENT SURROUNDING CONTAINER.
TOXIC/HAZARDOUS MATERIALS EXPOSED DURING CONSTRUCTION ACTIVITIES SHALL BE HANDLED AS PER THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

2. D. PERMITS. FOEP NPDES PERMIT

THE CONTRACTOR SHALL APPLY TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE NPDES GENERAL CONSTRUCTION PERMIT PRIOR TO CONSTRUCTION USING AND UPDATING (IF NEEDED) THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP).

3.0 MAINTENANCE

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL, AT A MINIMUM, COMPLY WITH THE FOLLOWING:

ALL EROSION CONTROL FEATURES WILL BE MAINTAINED TO FUNCTION AS DESCRIBED IN THE SWPPP AND THE FDOT STANDARDS.
FILTER FABRIC: ROUTINELY REMOVE DIRT AND DEBRIS FROM THE FABRIC SO AS NOT TO IMPEDE WATER FLOW. TORN FABRICS WILL BE REPLACED IMMEDIATELY.
SODDING: REPAIR WASHOUTS AND BARE SPOTS IMMEDIATELY.
SILT FENCE: SILT FENCE WILL BE INSTALLED PER FDOT STANDARDS. TORN OR BREACHED FENCE WILL BE REPAIRED IMMEDIATELY. SILT BUILDUP CAUSING EXCESS PONDING WILL BE REMOVED AS NEEDED AND PRIOR TO THE FINAL REMOVAL OF THE SILT FENCE.
BUFFER ZONES: STABILIZE BARE SPOTS.

4.0 INSPECTIONS
QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER TO COMPLY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE THE SITE HAS BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO ENSURE THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN. THE FOLLOWING ITEMS WILL BE INSPECTED:

POINTS OF DISCHARGE TO SURFACE WATERS OR WETLANDS.
POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM SEWER SYSTEMS (INLET).
DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
STRUCTURAL CONTROLS FOR EXAMPLE FILTER FABRIC AND SILT FENCE.
LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE (TRACKING)

5.0 NON-STORMWATER DISCHARGES
IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES SUCH AS THOSE LISTED BELOW (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES.

WATER FROM DUST CONTROL OPERATIONS
EQUIPMENT WASHOUT
IRRIGATION

IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR IS TO CEASE OPERATIONS IN THAT AREA. THE CONTRACTOR SHALL CONTACT MAURICIO GOMEZ, DISTRICT CONTAMINATION IMPACT COORDINATOR AT 305-470-5228.

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6400-2.01, F.A.C.

DATE		BY	REVISIONS		DESCRIPTION	
DATE	BY	DATE	BY	DESCRIPTION		

LANDSCAPE ARCHITECT OF RECORD (OFFICE & FIELD NO. 00001478)
CERTIFICATE OF AUTHORIZATION #19321

KEITH and SCHNARS, P.A.
6800 N. Andrews Ave., Ft. Lauderdale, FL 33308-3132 (954)776-1818

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

STORMWATER POLLUTION PREVENTION PLAN

SHEET NO.
LD-41

1/17/2024 4:15:52 PM Keith and Schnars, P.A.

SECTION No.(s): 86028
S.R. No.(s): 834
FM/PERMIT No: 431526-1-52-01/02
COUNTY: BROWARD

EXHIBIT C
LANDSCAPE IMPROVEMENT MAINTENANCE PLANS

MAINTENANCE PLAN Landscape Improvements

Project State Road No(s): 834 (Sample Road) from State Road 91 (Florida Turnpike)
(M.P. 5.030) to Military Trail (M.P. 7.116)
FM No(s): 431526-1-52-01/02
Maintaining Agency: City of Pompano Beach
RLA of Record: Bruce K. Reed
Date: October 22, 2014

I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Design Standards, FDOT Plans Preparation Manual Vol. 1, Chapter 2.11* and *FDOT Standard Specifications for Road and Bridge Construction*, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

MULCHING

Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

PRUNING

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II. Specific Requirements and Recommendations for guidelines. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be maintained at a height in compliance with *FDOT Design Standards* Index 546; Page 6 of 6, Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards.

STAKING AND GUYING

All staking materials, except for replacements, are to be removed by the completion of FDOT warranty period or at one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING:

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL:

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels.

Extreme care is recommended if using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage, resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a general use permit is required from FDOT for approval by the FDOT District Landscape Architect.

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers, Part 3.05*. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right-of-way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (LANDSCAPE ACCENT LIGHTING)

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

MAINTENANCE OF TRAFFIC CONTROL

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for "Vegetation Management at ODA signs" "Florida Statutes" and "Florida Administrative Code" related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS.

No additional maintenance requirements.

EXHIBIT C

**CITY OF POMPANO BEACH
LANDSCAPE INCLUSIVE
MEMORANDUM OF AGREEMENT
AMENDMENT NO. 7**

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Pompano Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Installation of landscape, irrigation, and/or hardscape improvements along
SR834/Sample Road from SR-91/Florida's Turnpike to Military Trail
Project #: 431526-1-52-02
County: Broward

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

For PARTICIPANT (signature)

Name and Title

Name

59-3024028

Federal Employer I.D. Number

Title

Date

F-596-000-411-044

Federal Employer I.D. Number

Date

For Escrow Agent (signature)

Name and Title

Date

SECTION No.(s): 86028
S.R. No.(s): 834
FM/PERMIT No: 431526-1-52-01/02
COUNTY: BROWARD

**DISTRICT FOUR (4) AMENDMENT NUMBER SEVEN (7) TO STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE
MEMORANDUM OF AGREEMENT**

THIS AMENDMENT Number Seven (7) to the Agreement dated December 5, 2007, made and entered into this _____ day of _____ 20____ by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT and the POMPANO BEACH, a municipal subdivision of the State of Florida, hereinafter called the AGENCY.

W I T N E S S E T H

WHEREAS, the parties entered into the Landscape Inclusive Maintenance of Agreement dated, December 5, 2007 for the purpose of maintaining the landscape improvements by the AGENCY on various roads including State Road 834 (Sample Road); and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape to be installed on State Road 834 (Sample Road) in accordance with the above referenced Agreement; and,

WHEREAS, the AGENCY by Resolution No. _____ dated _____, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so; and,

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to paragraph 13 of the Landscape Inclusive Maintenance Memorandum of Agreement for State Road 834 (Sample Road) dated December 5, 2007, the DEPARTMENT will construct additional landscape improvements or to modify an improvement located as indicated in **Exhibit "A"**, State Road 834 (Sample Road) from State Road 91 (Florida Turnpike) (M.P. 5.030) to Military Trail (M.P. 7.116). In accordance with the plans attached as **Exhibit "B"**.
2. The AGENCY shall agree to maintain the additional landscape improvements in the Agreement described above according the **Exhibit "C"** Maintenance Plan, attached to this Amendment.
3. The DEPARTMENT agrees to enter into a contract to have installed said landscape improvements for an amount as indicated in **Exhibit "D"** **\$384,907.85**.

"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 27, 2015

Agenda Item 8

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

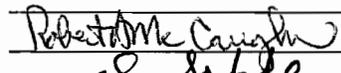
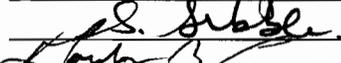
SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THREE PARTY ESCROW AGREEMENT AMONG THE CITY OF POMPANO BEACH, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY, RELATING TO THE PROJECT ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE.

SUMMARY OF PURPOSE AND WHY:

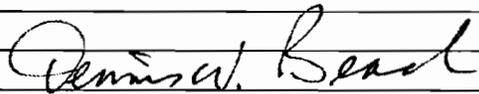
The City earned a FY14/15 Broward Highway Beautification Grant to enhance landscaping roadway medians on Sample Road (SR 834) from the Florida Turnpike to Military Trail. In order to implement the project, the three (3) attached agreements between the City and Florida Department of Transportation (FDOT) are necessary: Locally Funded Agreement (LFA), A Three Party Escrow Agreement and an Amendment number seven (7) to Landscape Inclusive Maintenance Memorandum of Agreement. Total Project Cost is \$409,946 and City's cost share is \$204,973.

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: Canopy Tree Trust Fund and CIP #14-222 (302-7500-530.65-12)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	1/15/15	APPROVE	
Finance	1/20/15	APPROVE	
City Attorney	1/20/15	APPROVE	
Budget	1-20-15	APPROVE	

Advisory Board
 Development Services Director
 City Manager 



ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-418

January 6, 2015

TO: Robert A. McCaughan, Public Works Director
FROM: Gordon B. Linn, City Attorney
RE: Locally Funded Agreement between the City and FDOT

As requested in your memorandum dated December 30, 2014, Public Work's Department Memorandum No. 2015-019, I have prepared and attached the following captioned resolutions:

~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF LANDSCAPE, IRRIGATION AND/OR HARDSCAPE IMPROVEMENTS ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE.~~

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THREE PARTY ESCROW AGREEMENT AMONG THE CITY OF POMPANO BEACH, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY, RELATING TO THE LANDSCAPE, IRRIGATION AND/OR HARDSCAPE IMPROVEMENTS PROJECT ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE.

~~A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DISTRICT FOUR (4) AMENDMENT NUMBER SEVEN (7) TO LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE~~

Robert A. McCaughan
January 6, 2015
Page 2 of 2

City Attorney's Communication #2015-418

~~CITY OF POMPANO BEACH AND THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL LANDSCAPE
IMPROVEMENTS ON STATE ROAD 834 (SAMPLE ROAD) FROM STATE
ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN
EFFECTIVE DATE.~~

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



GORDON B. LINN

/jrm
l:cor/pw/2015-418

Attachments

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 THREE PARTY ESCROW AGREEMENT AMONG THE CITY OF POMPANO BEACH, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY, RELATING TO THE LANDSCAPE, IRRIGATION AND/OR HARDSCAPE IMPROVEMENTS PROJECT ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; 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, the State of Florida Department of Transportation and the State of Florida Department of Financial Services, Division of Treasury, 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, the State of Florida Department of Transportation and the State of Florida Department of Financial Services, Division of Treasury.

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

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Pompano Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Installation of landscape, irrigation, and/or hardscape improvements along
SR834/Sample Road from SR-91/Florida's Turnpike to Military Trail
Project #: 431526-1-52-02
County: Broward

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this Agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT (signature)

For PARTICIPANT (signature)

Name and Title

Name

59-3024028

Federal Employer I.D. Number

Title

Date

F-596-000-411-044

Federal Employer I.D. Number

Date

For Escrow Agent (signature)

Name and Title

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 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 27, 2015

Agenda Item 9

REQUESTED COMMISSION ACTION:

Consent Ordinance 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 DISTRICT FOUR (4) AMENDMENT NUMBER SEVEN (7) TO LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL LANDSCAPE IMPROVEMENTS ON STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE.

SUMMARY OF PURPOSE AND WHY:

The City earned a FY14/15 Broward Highway Beautification Grant to enhance landscaping roadway medians on Sample Road (SR 834) from the Florida Turnpike to Military Trail. In order to implement the project, the three (3) attached agreements between the City and Florida Department of Transportation (FDOT) are necessary: Locally Funded Agreement (LFA), A Three Party Escrow Agreement and an Amendment number seven (7) to Landscape Inclusive Maintenance Memorandum of Agreement. Total Project Cost is \$409,946 and City's cost share is \$204,973.

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: Canopy Tree Trust Fund and CIP #14-222 (302-7500-530.65-12)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	1/15/15	APPROVE	<i>Robert A. McCaughan</i>
Finance	1/20/15	APPROVE	<i>John Sibley</i>
City Attorney	1/20/15	APPROVE	<i>Christy Quinn</i>
Budget	1-20-15	APPROVE	

Advisory Board
 Development Services Director
 City Manager *John Sibley*

Dennis W. Beach

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2015-418

January 6, 2015

TO: Robert A. McCaughan, Public Works Director

FROM: Gordon B. Linn, City Attorney

RE: Locally Funded Agreement between the City and FDOT

As requested in your memorandum dated December 30, 2014, Public Work's Department Memorandum No. 2015-019, I have prepared and attached the following captioned resolutions:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A LOCALLY FUNDED AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF LANDSCAPE, IRRIGATION AND/OR HARDSCAPE IMPROVEMENTS ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A THREE PARTY ESCROW AGREEMENT AMONG THE CITY OF POMPANO BEACH, THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY, RELATING TO THE LANDSCAPE, IRRIGATION AND/OR HARDSCAPE IMPROVEMENTS PROJECT ALONG STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DISTRICT FOUR (4) AMENDMENT NUMBER SEVEN (7) TO LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE

**CITY OF POMPANO BEACH AND THE STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL LANDSCAPE
IMPROVEMENTS ON STATE ROAD 834 (SAMPLE ROAD) FROM STATE
ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN
EFFECTIVE DATE.**

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



GORDON B. LINN

/jrm
l:cor/pw/2015-418

Attachments

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 DISTRICT FOUR (4) AMENDMENT NUMBER SEVEN (7) TO LANDSCAPE INCLUSIVE MAINTENANCE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR ADDITIONAL LANDSCAPE IMPROVEMENTS ON STATE ROAD 834 (SAMPLE ROAD) FROM STATE ROAD 91 (FLORIDA TURNPIKE) TO MILITARY TRAIL; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That an Amendment Number Seven (7) 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

SECTION No.(s): 86028
S.R. No.(s): 834
FM/PERMIT No: 431526-1-52-01/02
COUNTY: BROWARD

**DISTRICT FOUR (4) AMENDMENT NUMBER SEVEN (7) TO STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE
MEMORANDUM OF AGREEMENT**

THIS AMENDMENT Number Seven (7) to the Agreement dated December 5, 2007, made and entered into this _____ day of _____, 20____ by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT and the POMPANO BEACH, a municipal subdivision of the State of Florida, hereinafter called the AGENCY.

W I T N E S S E T H

WHEREAS, the parties entered into the Landscape Inclusive Maintenance of Agreement dated, December 5, 2007 for the purpose of maintaining the landscape improvements by the AGENCY on various roads including State Road 834 (Sample Road); and,

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape to be installed on State Road 834 (Sample Road) in accordance with the above referenced Agreement; and,

WHEREAS, the AGENCY by Resolution No. _____ dated _____, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so; and,

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to paragraph 13 of the Landscape Inclusive Maintenance Memorandum of Agreement for State Road 834 (Sample Road) dated December 5, 2007, the DEPARTMENT will construct additional landscape improvements or to modify an improvement located as indicated in **Exhibit "A"**, State Road 834 (Sample Road) from State Road 91 (Florida Turnpike) (M.P. 5.030) to Military Trail (M.P. 7.116). In accordance with the plans attached as **Exhibit "B"**.
2. The AGENCY shall agree to maintain the additional landscape improvements in the Agreement described above according the **Exhibit "C"** Maintenance Plan, attached to this Amendment.
3. The DEPARTMENT agrees to enter into a contract to have installed said landscape improvements for an amount as indicated in **Exhibit "D" \$384,907.85**.

"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

SECTION No.(s): 86028
S.R. No.(s): 834
FM/PERMIT No: 431526-1-52-01/02
COUNTY: BROWARD

EXHIBIT A

**LANDSCAPE IMPROVEMENTS PROJECT LIMITS
MAINTENANCE BOUNDARIES LIMITS AND LOCATION MAP**

- I. **LANDSCAPE PROJECT LIMITS:**
State Road 834 (Sample Road) from State Road 91 (Florida Turnpike) (M.P. 5.030) to Military Trail (M.P. 7.116)

- II. **INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS:**
State Road 834 (Sample Road) (M.P. 5.030) (Florida Turnpike) to (M.P. 9.481) (State Road 5)

- III. **MAINTENANCE BOUNDARY LIMITS MAP:**

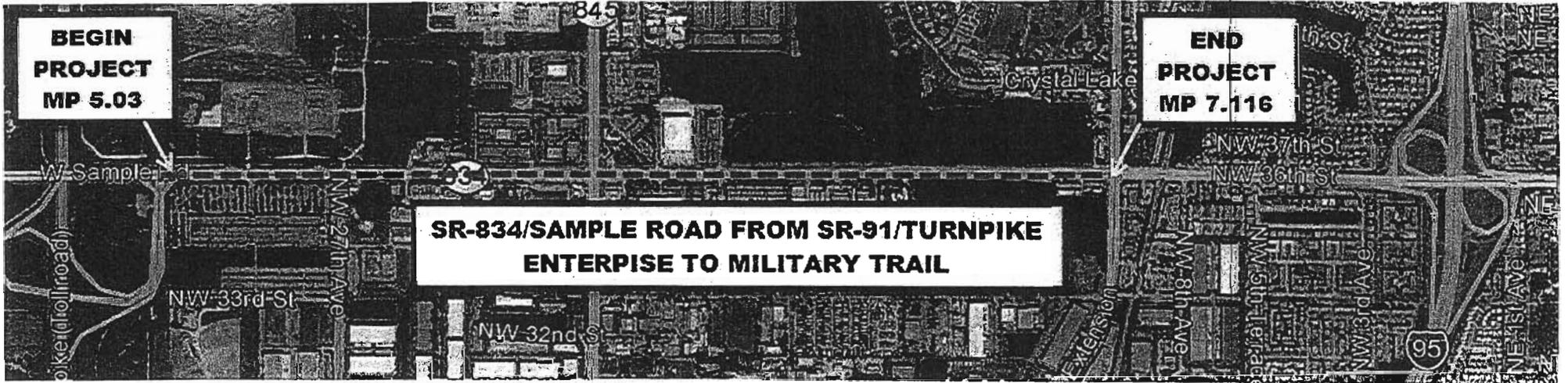
*All limits of the original agreement and amendments shall apply

Please See Attached

**BEGIN
PROJECT
MP 5.03**

**END
PROJECT
MP 7.116**

**SR-834/SAMPLE ROAD FROM SR-91/TURNPIKE
ENTERPISE TO MILITARY TRAIL**



SECTION No.(s): 86028
S.R. No.(s): 834
FM/PERMIT No: 431526-1-52-01/02
COUNTY: BROWARD

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Keith and Schnars
Bruce K. Reed, RLA
Date: October 22, 2014

Sheets LD 1-4
Sheets SQ 1 & 2
Sheets LD 5-41

COMPONENTS OF CONTRACT PLANS SET

LANDSCAPE PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEYSHEET
LD-2	SIGNATURE SHEET
LD-3	SUMMARY OF PAY ITEMS
LD-4	LANDSCAPE TABULATION
SQ-1	SUMMARY OF QUANTITIES
SQ-2	SUMMARY OF QUANTITIES
LD-5	LANDSCAPE NOTES
LD-6	LANDSCAPE DETAILS
LD-7	SHEET LAYOUT
LD-8 TO LD-26	LANDSCAPE PLAN
LD-27	IRRIGATION NOTES
LD-28	IRRIGATION DETAILS
LD-29	IRRIGATION DETAILS
LD-30	IRRIGATION TABULATION
LD-31 TO LD-38	IRRIGATION PLAN
LD-39	TRAFFIC CONTROL PLAN
LD-40	TRAFFIC CONTROL PLAN
LD-41	STORMWATER POLLUTION PREVENTION PLAN

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, 2005 DESIGN STANDARDS AND REVISED INDEX DRAWINGS AS APPENDED HEREIN, AND 2005 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT DOCUMENTS.

FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEBSITE:
<http://www.dot.state.fl.us/10001.htm>

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "SPECIFICATIONS" LINK AT THE FOLLOWING WEBSITE:
<http://www.dot.state.fl.us/specifications/office>

REVISIONS

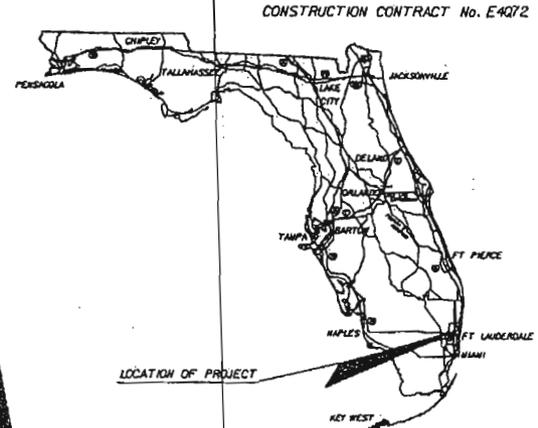
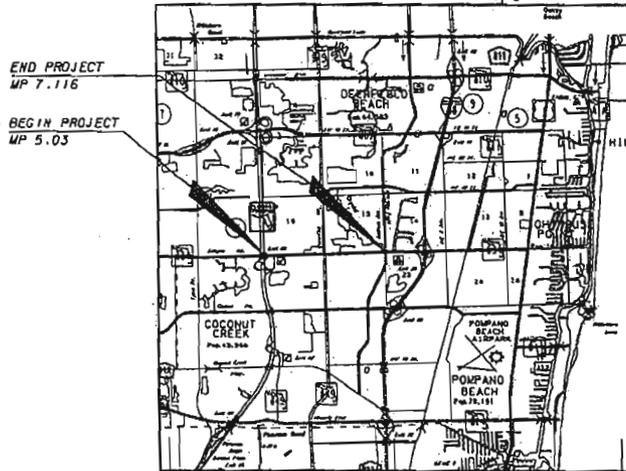
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 431526-1-52-01

BROWARD COUNTY (86028)
STATE ROAD NO. 834/SAMPLE ROAD
FROM SR-91/TURNPIKE ENTERPRISE TO MILITARY TRAIL

LANDSCAPE PLANS



LANDSCAPE SHOP DRAWINGS TO BE SUBMITTED TO:

BRUCE K. REED, P.A.
KEITH AND SCHNARS, P.A.
6500 N. ANDREWS AVE.
FT. LAUDERDALE, FL 33309

PLANS PREPARED BY:

KEITH AND SCHNARS, P.A.
ENGINEERS, PLANNERS, SURVEYORS
6500 N. ANDREWS AVE, FT. LAUDERDALE, FL 33309
(954) 776-1616

CERTIFICATE OF AUTHORIZATION NO. 1337

VENDOR IDENTIFICATION NO. 59-1406-307
CONTRACT NO. CSE38

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

PROGRESS SUBMITTAL

PROJECT LENGTH IS BASED ON BASELINE OF SURVEY

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY		
BRIDGES		
NET LENGTH OF PROJECT	11,014.08	2.086
EXCEPTIONS		
GROSS LENGTH OF PROJECT	11,014.08	2.086

FOOT PROJECT MANAGER: KENZOT JASMIN, P.E.

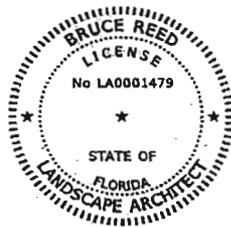
KEY SHEET REVISIONS	
DATE	DESCRIPTION

LANDSCAPE PLANS
LANDSCAPE ARCHITECT BRUCE K. REED, P.A.
OF RECORD:

RLA NO. 00021479

FISCAL YEAR	SHEET NO.
15	LD-1

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SIGNED UNDER RULE 600-10.01, F.A.C.

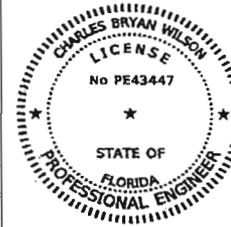


KEITH AND SCHNARS, P.A.
6500 NORTH ANDREWS AVE
FT. LAUDERDALE, FL 33309
CERTIFICATE OF AUTHORIZATION #1337
BRUCE REED, R.L.A. NO. 0001479

THE ABOVE NAMED PROFESSIONAL LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SIGNATURE SHEET
LD-3	SUMMARY OF PAY ITEMS
LD-4	TABULATION OF QUANTITIES
SQ-1	SUMMARY OF QUANTITIES
SQ-2	SUMMARY OF QUANTITIES
LD-5	LANDSCAPE NOTES
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LD-31 TO LD-38	IRRIGATION PLAN
LD-39	TRAFFIC CONTROL PLAN
LD-40	TRAFFIC CONTROL PLAN
LD-41	STORMWATER POLLUTION PREVENTION PLAN



KEITH AND SCHNARS, P.A.
6500 NORTH ANDREWS AVE
FT. LAUDERDALE, FL 33309
CERTIFICATE OF AUTHORIZATION #1337
CHARLES BRYAN WILSON, P.E. NO. 43447

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.003, F.A.C.

LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-2	SIGNATURE SHEET
SQ-2	SUMMARY OF QUANTITIES
LD-39	TRAFFIC CONTROL PLAN
LD-40	TRAFFIC CONTROL PLAN

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6800-9.04, F.A.C.

REVISIONS				LANDSCAPE ARCHITECT OF RECORD: BRUCE A. REED, R.L.A. 0001479 CERTIFICATE OF AUTHORIZATION #1337			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO. LD-2
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						834	BROWARD	431526-1-52-01	SIGNATURE SHEET	

10/20/2014 17:05:28 PM

FLORIDA DEPARTMENT OF TRANSPORTATION PROJECT SUMMARY OF PAY ITEMS FOR PROPOSAL: E4Q72						
LEAD PROJECT : 431526-1-52-01			DISTRICT : 04	COUNTY/SECTION : 86028000		
PROJECT(S) : 43152615201			COUNTY : BROWARD			
0600 SUMMARY OF LANDSCAPE / PERIPHERAL						
SPC	ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	43152615201	QUANTITY TOTAL
		0999- 2-	LUMP SUM CONTRACT, ALTERNATIVE BIDDING 43152615201	LS	1.000	1.000
		0999- 25-	INITIAL CONTINGENCY AMOUNT, DO NOT BID 43152615201	LS	1.000	1.000

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD BRUCE H. JENSEN, P.L.A. 00881914
 CERTIFICATE OF AUTHORIZATION #11822
KEITH and SCHNARS, P.A.
 8500 N. Andrews Ave., Ft. Lauderdale, FL 33308-2122 (954)776-1818

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

SUMMARY OF PAY ITEMS

SHEET NO.
LD-3

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6000-1-01, F.S.C.

NOTE TO REVIEWER: TOTALS ARE FOR REVIEW PURPOSES ONLY.

SUMMARY OF LANDSCAPE QUANTITIES																												
PAY SIZE	SYM	BOTANICAL NAME	COMMON NAME	MINIMUM INSTALLED SIZE	CONTRACTOR REQUIRED PRUNING	DC SPACING (INCHES)	UNIT	SHEET NUMBERS																TOTAL THIS SHEET				
								LD-9		LD-10		LD-11		LD-12		LD-13		LD-14		LD-15		LD-16			LD-17		LD-18	
								ORG	FWA	ORG	FWA	ORG	FWA	ORG	FWA	ORG	FWA	ORG	FWA	ORG	FWA	ORG	FWA		ORG	FWA	ORG	FWA
		LARGE PLANTS					LS																					
	BN	BISMARCKIA NOBILIS	BISMARCK PALM	7FT CT, MIN 16 LEAF COUNT, MIN 4.5 X 4.5 FT ROOTBALL, MIN 8 WEEKS ROOT PRUNE	NATURAL	SHOWN	EA																					
	BS	BURSERIA SIMARUBA	GUMBO LIMBO	3 IN CAL, 14FT HT	NATURAL	SHOWN	EA			1		16		1						18								
	PD	PHOENIX DACTYLIFERA 'MEDJOO'	MEDJOO DATE PALM	FLORIDA FANCY, 16FT CT, 16 IN CAL MEASURED AT 3FT HT AFTER TRIM, 18FT SPR, MIN 40 LEAF COUNT, CLEANED FREE OF MOLD AND FUNGUS, 40 DEGREE BOOT CUT AT PETIOLE FLARE. NO OVERCUTTING INTO ADJACENT BOOT. CERTIFICATION OF VARIETY REQUIRED.	REMOVE FLOWER AND FRUIT STALKS	SHOWN	EA	3		3				6		3			3	3	21							
	QV	QUERCUS VIRGINIANA	LIVE OAK	6 IN CAL, 25 FT HT, RPG	NATURAL	SHOWN	EA					10				9					19							
	LI	LAGERSTROEMIA INDICA	CRAPE MYRTLE	12FT HT, MIN 5 CANES	NATURAL	SHOWN	EA																					
	PE	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	17 FT OA HT, MATCHED	REMOVE FLOWER AND FRUIT STALKS	SHOWN	EA												18		4	22						
	RE	ROYSTONEA ELATA	ROYAL PALM	25 FT GW, MATCHED, MIN 12 LEAF COUNT, MIN 5 X 5 FT ROOTBALL, MIN 8 WEEKS ROOT PRUNE	NATURAL	SHOWN	EA																					

SUMMARY OF LANDSCAPE QUANTITIES																											
PAY SIZE	SYM	BOTANICAL NAME	COMMON NAME	MINIMUM INSTALLED SIZE	CONTRACTOR REQUIRED PRUNING	DC SPACING (INCHES)	UNIT	SHEET NUMBERS																TOTAL THIS SHEET	GRAND TOTAL		
								LD-19		LD-20		LD-21		LD-22		LD-23		LD-24		LD-25		LD-26				LD-27	
								ORG	FWA	ORG	FWA	ORG	FWA	ORG	FWA	ORG	FWA	ORG	FWA	ORG	FWA	ORG	FWA			ORG	FWA
		LARGE PLANTS					LS																				
	BN	BISMARCKIA NOBILIS	BISMARCK PALM	7FT CT, MIN 16 LEAF COUNT, MIN 4.5 X 4.5 FT ROOTBALL, MIN 8 WEEKS ROOT PRUNE	NATURAL	SHOWN	EA													14	14						
	BS	BURSERIA SIMARUBA	GUMBO LIMBO	3 IN CAL, 14FT HT	NATURAL	SHOWN	EA														18						
	PD	PHOENIX DACTYLIFERA 'MEDJOO'	MEDJOO DATE PALM	FLORIDA FANCY, 16FT CT, 16 IN CAL MEASURED AT 3FT HT AFTER TRIM, 18FT SPR, MIN 40 LEAF COUNT, CLEANED FREE OF MOLD AND FUNGUS, 40 DEGREE BOOT CUT AT PETIOLE FLARE. NO OVERCUTTING INTO ADJACENT BOOT. CERTIFICATION OF VARIETY REQUIRED.	REMOVE FLOWER AND FRUIT STALKS	SHOWN	EA					1		1				1		1	3	25					
	QV	QUERCUS VIRGINIANA	LIVE OAK	6 IN CAL, 25 FT HT, RPG	NATURAL	SHOWN	EA															19					
	LI	LAGERSTROEMIA INDICA	CRAPE MYRTLE	12FT HT, MIN 5 CANES	NATURAL	SHOWN	EA	17		3											20	20					
	PE	PTYCHOSPERMA ELEGANS	SOLITAIRE PALM	17 FT OA HT, MATCHED	REMOVE FLOWER AND FRUIT STALKS	SHOWN	EA															22					
	RE	ROYSTONEA ELATA	ROYAL PALM	25 FT GW, MATCHED, MIN 12 LEAF COUNT, MIN 5 X 5 FT ROOTBALL, MIN 8 WEEKS ROOT PRUNE	NATURAL	SHOWN	EA	7														7					

ABBREVIATIONS: OA = OVERALL, OC = ON CENTER, HT = HEIGHT, IN = INCH, SPR = SPREAD, G = GALLON, CAL = CALIPER, MIN = MINIMUM, CT = CLEAR TRUNK, GW = GRAY WOOD, RPG = ROOTS PLUS GROWERS, STD = STANDARD, FG = FIELD GROWN

REVISIONS DATE BY DESCRIPTION DATE BY DESCRIPTION				LANDSCAPE ARCHITECT OF RECORD: MICHAEL J. PETER, P.E., 4881414 CERTIFICATE OF AUTHORIZATION #11337			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF SUMMARY	SHEET NO. LD-4
KEITH and SCHNARS, P.A. 6300 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954)776-1616				ROAD NO. COUNTY FINANCIAL PROJECT ID 834 BROWARD 431526-1-52-01							

NOTICE: THIS DOCUMENT IS THE PROPERTY OF KEITH AND SCHNARS, P.A. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM KEITH AND SCHNARS, P.A.

LANDSCAPE NOTES

- 1) FOLLOW THESE NOTES IN ADDITION TO FDOT STANDARD SPECIFICATIONS AND DESIGN STANDARDS.
- 2) VERIFY SITE CONDITIONS BEFORE BIDDING. INSTALLATIONS MAY REQUIRE ADDITIONAL EQUIPMENT FOR SPECIFIC SITE CONDITIONS.
- 3) BEFORE THE PRECONSTRUCTION MEETING, SUBMIT:
 - 3-1) REGISTRATION WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY;
 - 3-2) LANDSCAPE CONTRACTOR CERTIFICATION, BY THE FLORIDA NURSERY, GROWERS, AND LANDSCAPE ASSOCIATION;
 - 3-3) ARBORIST CERTIFICATION, BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE;
 - 3-4) UNIT COST BREAKDOWN FOR EACH ITEM OF WORK;
 - 3-5) WEED CONTROL PRODUCT INFORMATION AND APPLICATION PROCEDURES;
 - 3-6) SOIL AMENDMENT PRODUCT INFORMATION AND APPLICATION PROCEDURES;
 - 3-7) WATERING APPLICATION PROCEDURES;
 - 3-8) FERTILIZER PRODUCT INFORMATION AND APPLICATION PROCEDURES;
 - 3-9) GREEN INDUSTRIES BEST MANAGEMENT PRACTICES CERTIFICATION;
- 4) A CERTIFIED LANDSCAPE CONTRACTOR SHALL DIRECT LANDSCAPE OPERATIONS.

- 5) PLAN DEVIATIONS:
 - INSTALL LARGE PLANTS A MINIMUM OF 7 FEET FROM FIRE PROTECTION EQUIPMENT. INSTALL LARGE PLANT ROOTBALLS A MINIMUM OF 2 FEET FROM UNDERGROUND UTILITIES. INSTALL NO MATERIAL THAT WILL BLOCK OR CREATE CONFLICTS WITH:
 - 5-1) SIGNS;
 - 5-2) GATES;
 - 5-3) LIGHTS;
 - 5-4) BILLBOARDS;
 - 5-5) ACCESS WAYS;
 - 5-6) FIRE HYDRANTS;
 - 5-7) UTILITY RIGHT TREE/RIGHT PLACE SETBACKS;
 - 5-8) OVERHEAD AND UNDERGROUND STRUCTURES AND UTILITIES;
 - 5-9) ANSI Z133 UTILITY CLEARANCE REQUIREMENTS;
 - 5-10) FDOT MAINTENANCE RATING PROGRAM REQUIREMENTS;
 NOTIFICATION IS REQUIRED WHEN THESE ISSUES ARE ENCOUNTERED. FIELD ADJUSTMENTS REQUIRE APPROVAL.

- 6) TREE PROTECTION:
 - BARRICADE AND PROTECT EXISTING PLANTS ADJACENT TO INSTALLATION ACTIVITIES. SUBMIT A SHOP DRAWING OF THE PROTECTION METHOD TO THE DISTRICT LANDSCAPE ARCHITECT FOR REVIEW BEFORE THE PRECONSTRUCTION MEETING, REPLACE PLANTS DAMAGED OR DESTROYED BY CONSTRUCTION WITH THE SAME SPECIES, SIZE, AND QUALITY, OR BETTER.

- 7) SOIL AMENDMENT:
 - BACKFILL PLANTING HOLES WITH A 50/50 MIX OF 100 PERCENT DECOMPOSED COMPOST AND EXISTING SOIL. MIX INTO PLANTING HOLES DURING INSTALLATION. REMOVE ROCKS OVER 1 INCH.

- 8) PLANT ESTABLISHMENT AND MAINTENANCE THROUGHOUT CONSTRUCTION AND THE PLANT ESTABLISHMENT PERIOD:

- 8-1) WEED CONTROL:
 - ERADICATE FLORIDA EXOTIC PEST PLANT COUNCIL CATEGORY ONE INVASIVE PLANT SPECIES AND THEIR SEEDS, AND VINES, BOTH NATIVE AND NON-NATIVE. THIS INCLUDES FROM WALLS AND WITHIN FENCES. APPLY BOTH PRE AND POST-EMERGENT HERBICIDE WITH INDICATOR DYE AND REAPPLY WHEN REGROWTH APPEARS.
- 8-2) WATERING:
 - MAINTAIN THE SOIL MOISTURE AT FIELD CAPACITY. FIELD CAPACITY WILL BE DETERMINED FROM A 4 INCH DEEP EXCAVATION WHERE THE SOIL MUST HOLD TOGETHER AND FORM A HAND CLUMP.
- 8-3) FERTILIZATION:
 - APPLY 13 APPLICATIONS OF 8-2-12+4 MG FERTILIZER, PLUS WATER SOLUBLE MICRONUTRIENTS. 100 PERCENT OF THE (N) NITROGEN, (K) POTASSIUM, (MG) MAGNESIUM AND (B) BORON MUST BE IN SLOW RELEASE FORM. APPLY AT A RATE OF 1.5 POUNDS OF ACTUAL FERTILIZER (NOT N) PER 100 SQUARE FEET

- FROM A CALIBRATED SPREADER. BEGIN FERTILIZATION DURING INSTALLATION AND REPEAT EVERY 3 MONTHS.
- 8-4) MAINTAIN A 3 INCH MULCH COVER.
- 8-5) PRUNING:
 - A CERTIFIED ARBORIST SHALL DIRECT PRUNING OPERATIONS. PRUNING IS REQUIRED DURING INSTALLATION AND THROUGHOUT THE PLANT ESTABLISHMENT PERIOD TO:
 - 8-5.1) REMOVE CROSSING, DEFLECTING, AND CIRCLING ROOTS;
 - 8-5.2) REMOVE CROSSING, DEAD, DAMAGED AND CODOMINANT BRANCHES;
 - 8-5.3) MAINTAIN FLORIDA NUMBER 1 BRANCH STRUCTURE;
 - 8-5.4) MAINTAIN FDOT MAINTENANCE RATING PROGRAM REQUIREMENTS AND MAST ARM CLEARANCES;
 - 8-5.5) MAINTAIN INDEX 546 HORIZONTAL AND VERTICAL CLEARANCES WITHIN THE LIMITS OF CLEAR SIGHT;
 - 8-5.6) MAINTAIN VISIBILITY OF SIGNS;

GENERAL NOTES

- 1) PROTECT ALL PUBLIC LAND CORNERS AND PRIMARY NETWORK CONTROL SURVEY MONUMENTS. CORNERS AND MONUMENTS WITHIN THE WORK ZONE AND IN DANGER OF BEING DAMAGED, DESTROYED OR COVERED SHALL BE PROPERLY REFERENCED BY A REGISTERED LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS BEFORE WORK. UPON PROJECT COMPLETION, RESTORE ALL SUCH CORNERS AND MONUMENTS AND FURNISH TO THE DISTRICT LOCATION SURVEYOR, A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING.
- 2) EXCESS MATERIAL, AS DESIGNATED BY THE ENGINEER, IS TO BE DISPOSED OF IN AREAS PROVIDED BY HIM WITHIN 72 HOURS OF BEING DEPOSITED IN THE CONSTRUCTION AREA.
- 3) EXISTING UTILITIES ARE BACKFILLED WITH FLOWABLE FILL. LARGE CHUNKS OF EXCAVATED MATERIAL SHALL BE REPLACED WITH SUITABLE MATERIAL OR PROCESSED TO MAKE THEM SUITABLE FOR BACKFILLING OR EMBANKMENT CONSTRUCTION.
- 4) THE CONTRACTOR SHALL PERFORM STANDARD CLEARING AND GRUBBING FOR THE WORK BEING DONE AS APPROVED BY THE ENGINEER.

UTILITY NOTES

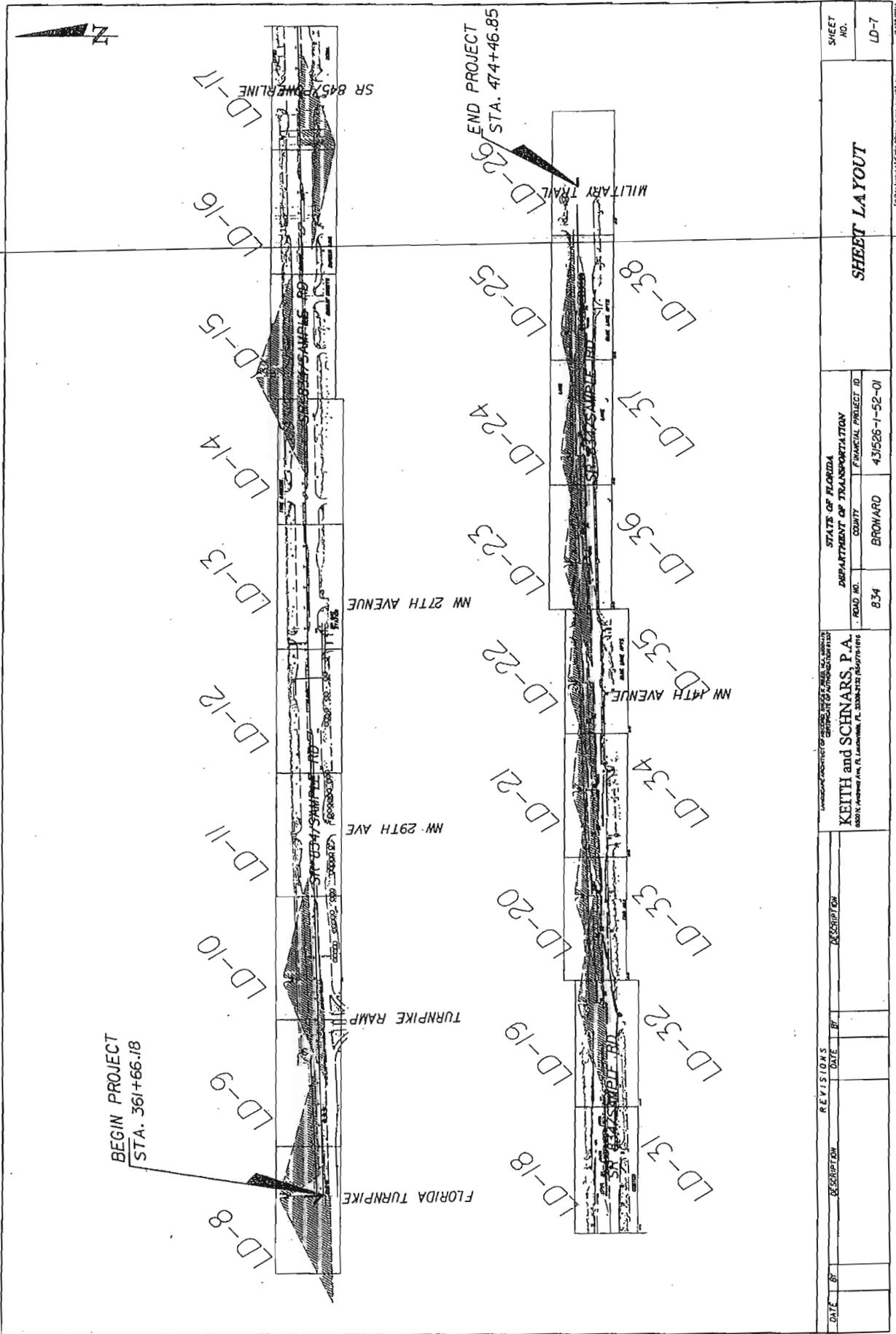
- 1) FOR UTILITY ADJUSTMENT SYMBOLS, SEE STANDARD INDEX NO.002.
- 2) ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.
- 3) TWO FULL BUSINESS DAYS PRIOR TO DIGGING, CALL SUNSHINE STATE ONE CALL OF FLORIDA, TELEPHONE NUMBER 811, AND THE UTILITY OWNER AND REQUEST UTILITY LOCATIONS. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.
- 4) THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT MAY HAVE ELECTRIC, TELEPHONE, GAS, WATER AND/OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES. THE ADDITIONAL COST OF EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED ITEM FOR THE WORK BEING DONE.

UTILITY CONTACT LIST

- AT&T / DISTRIBUTION: OTIS KEEVE 954-723-2540
- AT&T / TRANSMISSION: GREGORY T. JACOBSON 813-342-0513
- BROWARD COUNTY TRAFFIC ENGINEERING: GREG LOVAGLIO. 954-847-2752.
- BROWARD COUNTY PUBLIC WORKS, DEPT., WATER AND WASTEWATER SERVICES: COMCAST CABLE: LEONARD MAXWELL-NEWBOLD. 954-447-8405.
- CITY OF POMPAHO BEACH; WATER / SEWER, ALESSANDRA DELFICO, 954-786-4144
- CITY OF DEERFIELD BEACH; BERNARD BUXTON-TETTEH. 954-480-4432
- FLORIDA GAS TRANSMISSION: JOSEPH E. SANCHEZ. 407-838-7171.
- FLORIDA POWER & LIGHT; TRACY STERN. 800-868-9554
- FLORIDA'S TURNPIKE OPERATIONS CENTER; MS. DORIAN BOTERO. 954-994-1625
- FPL FIBERNET LLC; DANNY HASKETT. 305-552-2931
- LEVEL 3 COMMUNICATIONS, LLC; NETWORK RELATIONS. 877-366-8344
- TECO PEOPLES GAS; YVONNE GOLDMAN. 954-453-0824

REVISIONS						LANDSCAPE ARCHITECT OF RECORD: KEITH & SCHNARS, P.A. 8001976 CERTIFICATE OF AUTHORIZATION #1527 KEITH and SCHNARS, P.A. 8501 W. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954)776-1918	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE NOTES	SHEET NO. LD-5
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						834	BROWARD	431526-1-52-01			

NOTICE: THE ORIGINAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 6000-10.04, F.A.C.



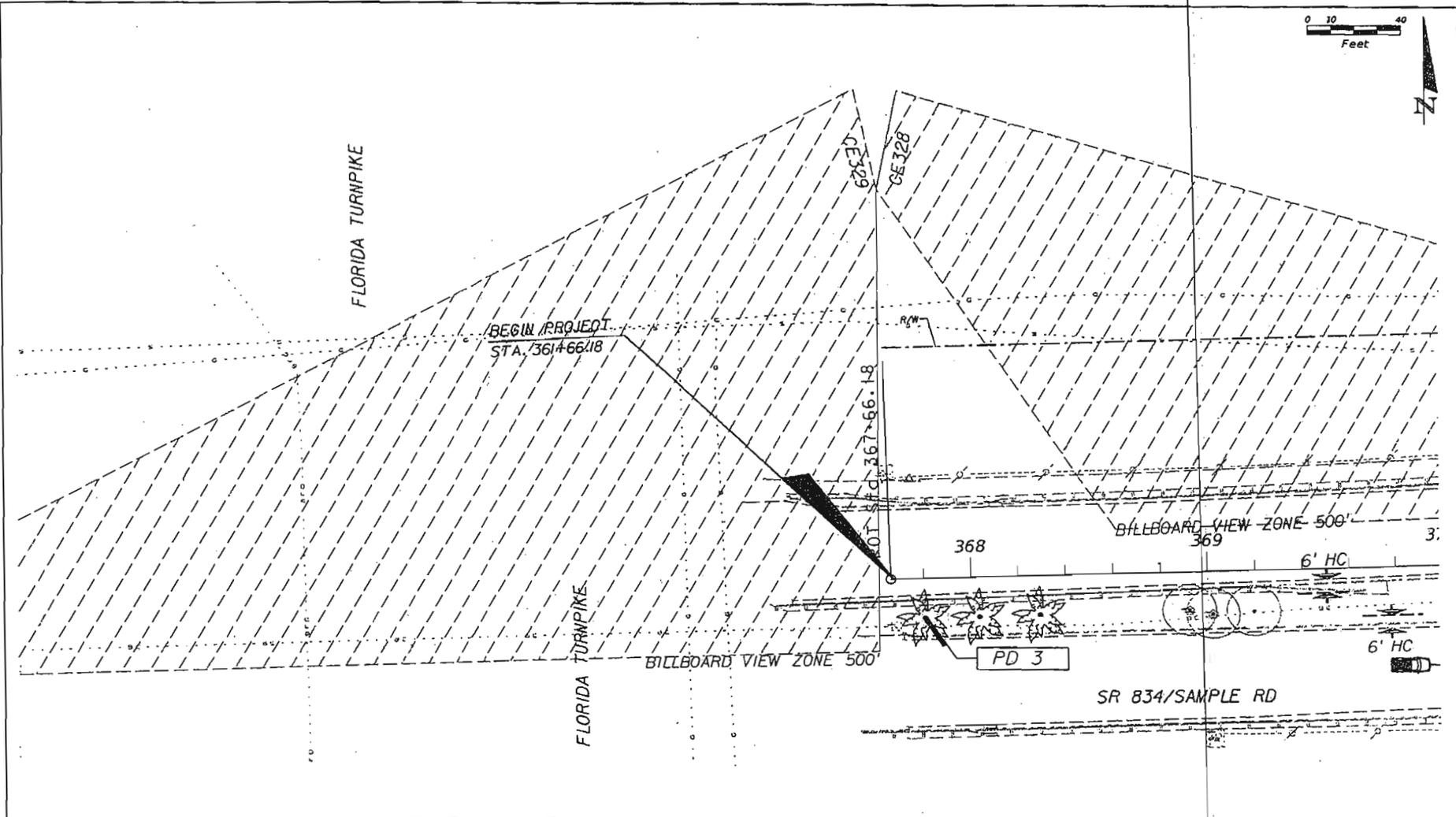
BEGIN PROJECT
STA. 361+66.18

END PROJECT
STA. 474+46.85

REVISIONS		DESCRIPTION	
DATE	BY	DATE	BY

LICENSED ARCHITECT OF PROFESSIONAL ENGINEER KEITH and SCHNARS, P.A. 6800 N. ANDERSON AVE., FT. LAUDERDALE, FL 33309-3732 (954) 776-1816		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	SHEET NO. LD-7
ROAD NO. 834	COUNTY BROWARD	FINANCIAL PROJECT ID 431526-1-52-01	SHEET LAYOUT

DATE PLOTTED: 11/25/2020 10:00:00 AM



LEGEND	
	EXISTING TREE
BN	BISMARCKIA NOBILIS
BS	BURSERIA SIMARUBA
LI	LAGERSTROEMIA INDICA
PE	PTYCHOSPERMA ELEGANS
PD	PHOENIX DACTYLIFERA "MEDJOL"
QV	QUERCUS VIRGINIANA
RE	ROYSTONIA ELATA

DATE		BY	DESCRIPTION	REVISIONS	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

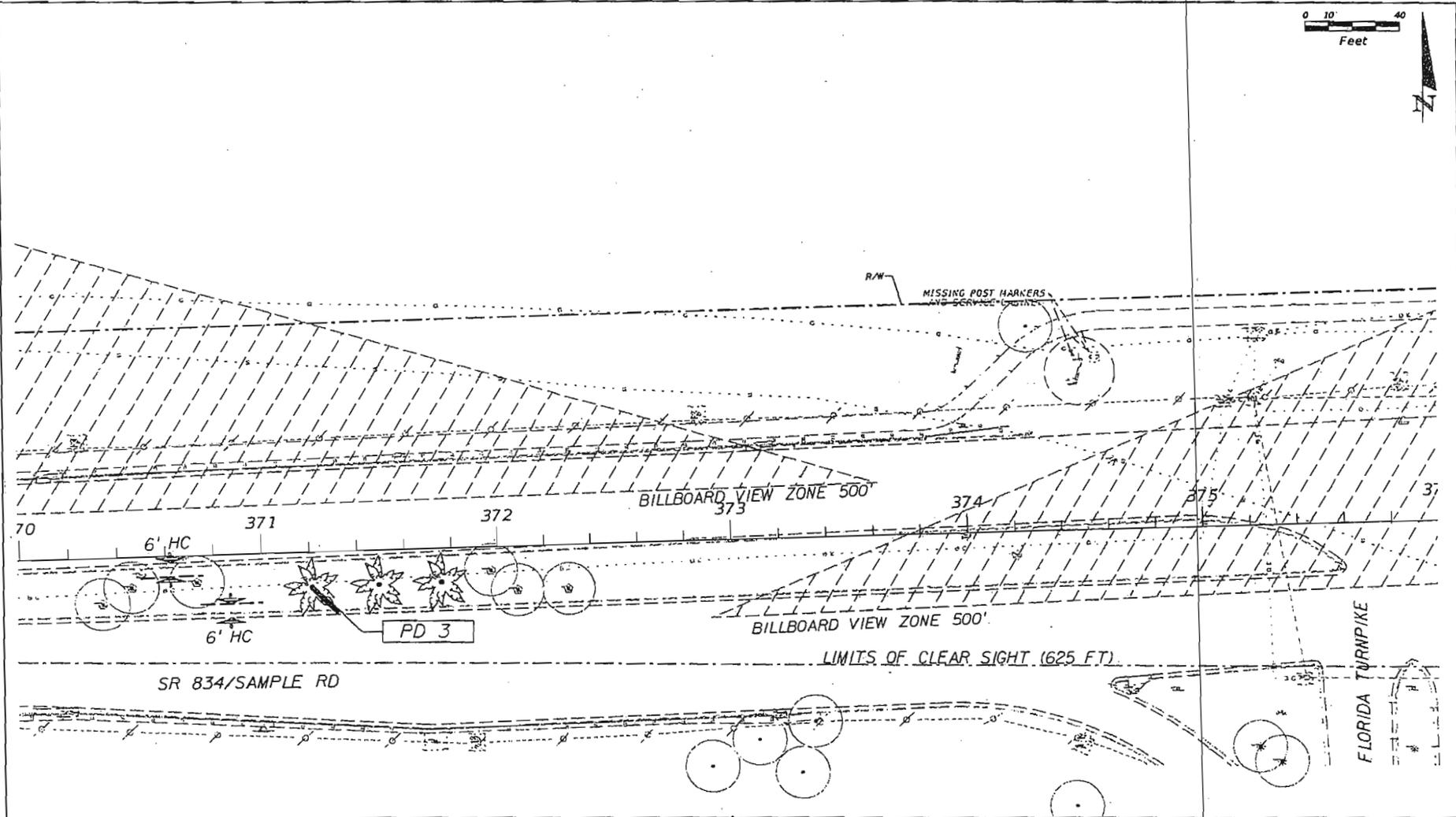
KEITH and SCHNARS, P.A.
REGISTERED ARCHITECT OF RECORD NUMBER 1, PALM BEACH COUNTY
 CERTIFICATE OF AUTHORIZATION #1127
 8500 P.C. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954)776-1910

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-8

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-1.001, F.A.C.



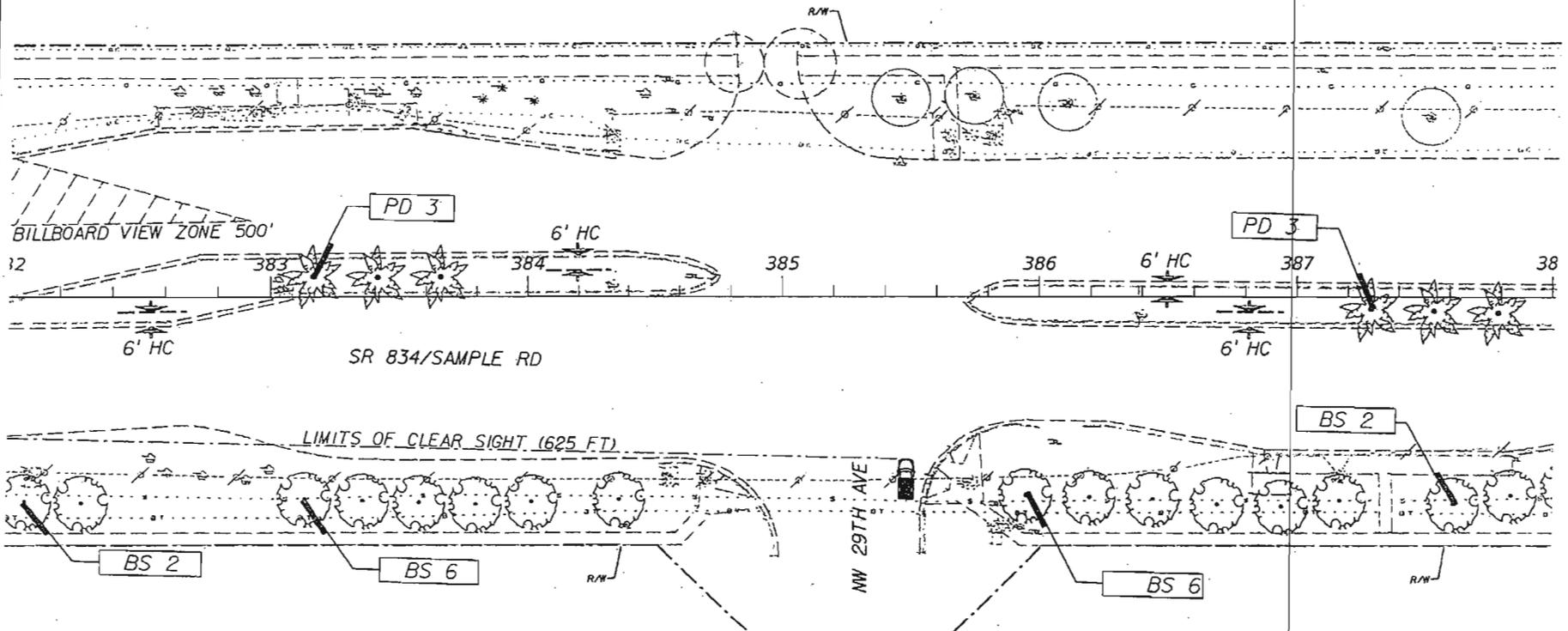
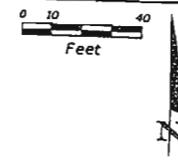
LEGEND	
	EXISTING TREE
BN	BISMARKIA NOBILIS
LI	LAGERSTROEMIA INDICA
PD	PHOENIX DACTYLIFERA "MEDJOL"
RE	ROYSTONEA ELATA
BS	BURSERA SIMARUBA
PE	PTYCHOSPERMA ELEGANS
QV	QUERCUS VIRGINIANA

REVISIONS	
DATE	DESCRIPTION

KEITH and SCHNARS, P.A. <small>LANDSCAPE ARCHITECTS OF RECORD (SINCE 1985) (P.A. 8909131) CERTIFICATE OF AUTHORIZATION #1133</small>		
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN	
SHEET NO.	LD-09

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 600-10.04, F.A.C.



REVISIONS		DATE		BY		DESCRIPTION	

	EXISTING TREE	BN	BISMARKIA NOBILIS	LI	LAGERSTROEMIA INDICA	PD	PHOENIX DACTYLIFERA "MEDJOL"	RE	ROYSTONEA ELATA
		BS	BURSERIA SIMARUBA	PE	PTYCHOSPERMA ELEGANS	QV	QUERCUS VIRGINIANA		

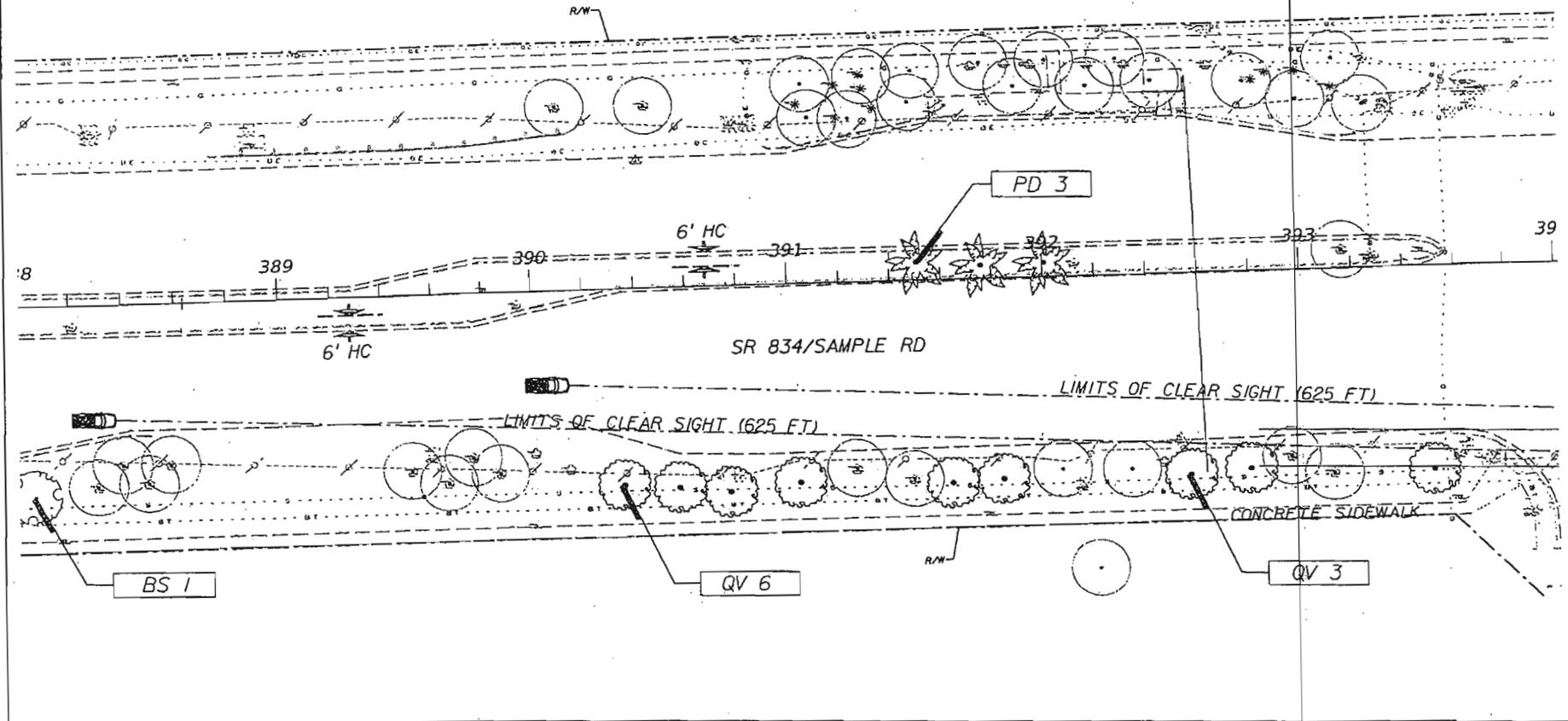
LANDSCAPE ARCHITECT OF RECORD, NANCE & KELLY, P.A. (PROFESSIONAL CERTIFICATE OF AUTHORIZATION #13311)
KEITH and SCHNARS, P.A.
 6000 N. ANDREWS AVE., FT. LAUDERDALE, FL. 33308-2132 (954) 776-1919

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-II

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-11.04, F.A.C.



REVISIONS		DATE		DESCRIPTION	

LEGEND	
	EXISTING TREE
BN	BISMARKIA NOBILIS
BS	BURSERIA SIMARUBA
LI	LAGERSTROEMIA INDICA
PE	PTYCHOSPERMA ELEGANS
PD	PHOENIX DACTYLIFERA "MEDJOL"
QV	QUERCUS VIRGINIANA
RE	ROYSTONEA ELATA

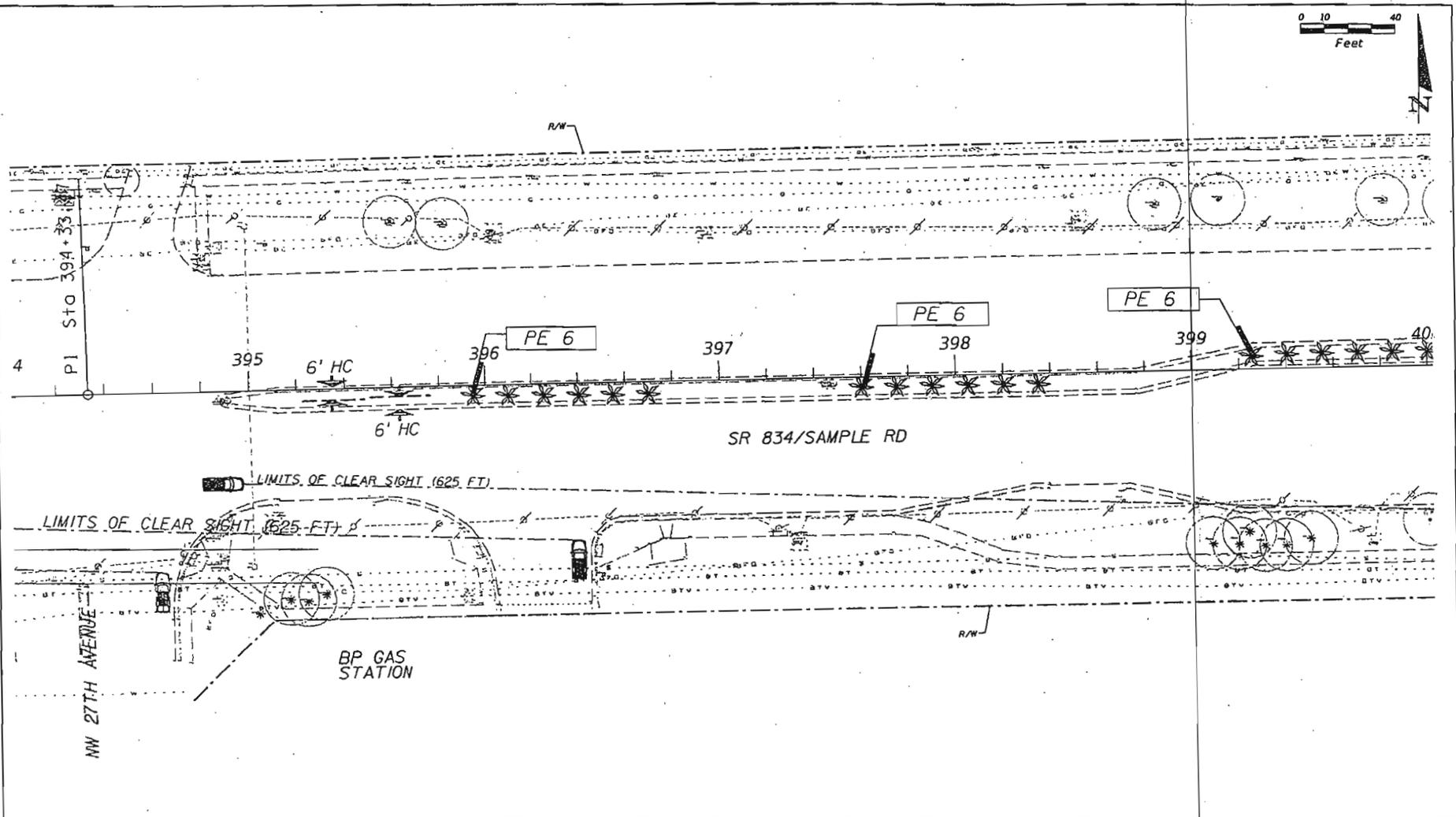
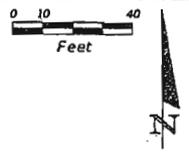
LANDSCAPE ARCHITECT OF RECORD (PROFESSIONAL SEAL AND CERTIFICATE OF AUTHORIZATION #1133)
KEITH and SCHNARS, P.A.
 4800 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954) 776-1918

STATE OF FLORIDA		
DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-12

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 6009-1.001, F.A.C.



LEGEND	
EXISTING TREE	BN BISMARKIA NOBILIS LI LAGERSTROEMIA INDICA PD PHOENIX DACTYLIFERA "MEDJOL" RE ROYSTONEA ELATA
	BS BURSERA SIMARUBA PE PTYCHOSPERMA ELEGANS QV QUERCUS VIRGINIANA

REVISIONS			
DATE	BY	DESCRIPTION	

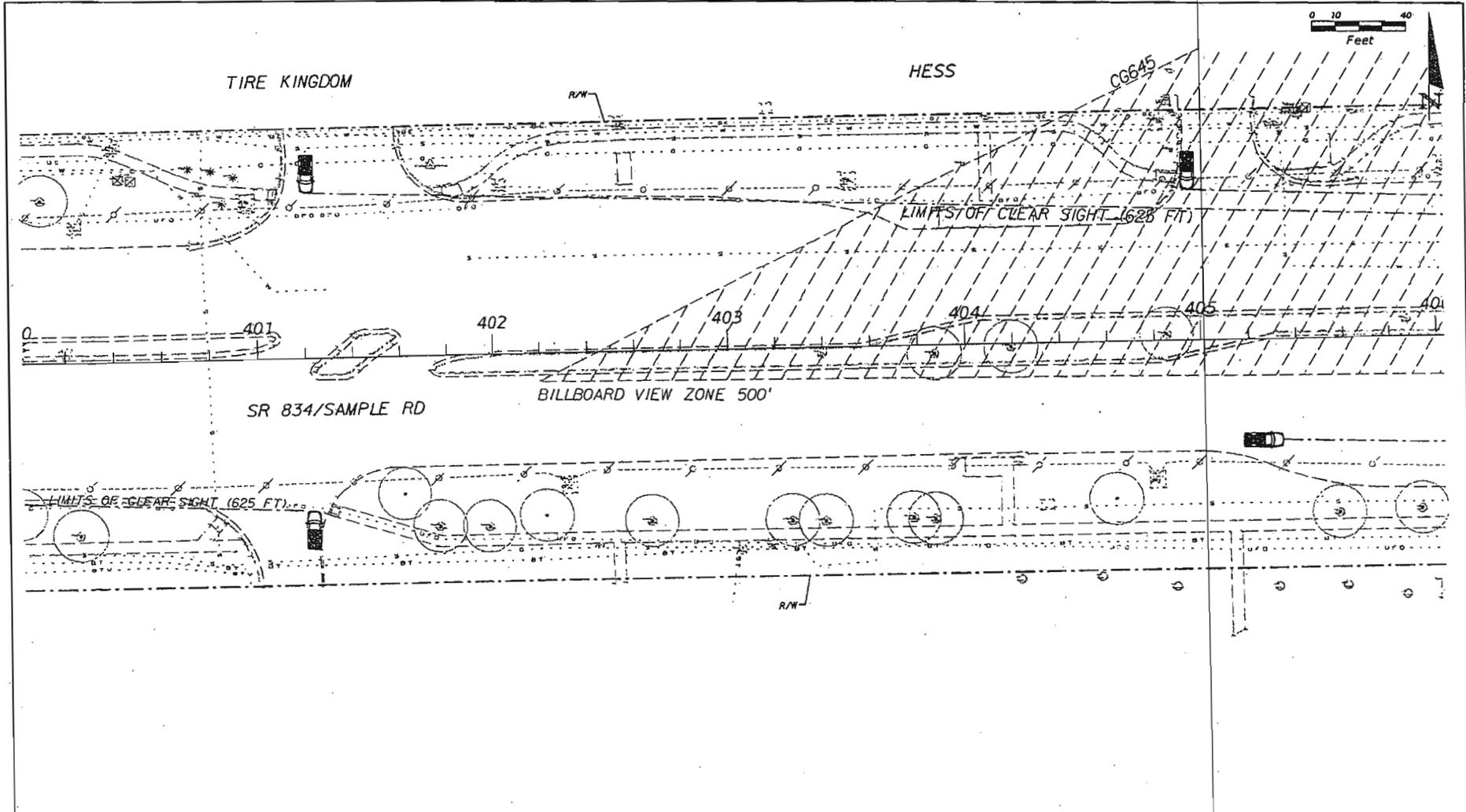
KEITH and SCHNARS, P.A.
8500 N. Andrews Ave., Ft. Lauderdale, FL 33309-3132 (954) 776-1810
LANDSCAPE ARCHITECT OF RECORD SINCE 6-1-82 (FL REG. NO. 12817) CERTIFICATE OF AUTHORIZATION # 1201

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	43/526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-13

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 6009-11.04, F.A.C.



LEGEND	
 EXISTING TREE	BN BISMARKIA NOBILIS LI LAGERSTROEMIA INDICA PD PHOENIX DACTYLIFERA "MEDJOL" RE ROYSTONEA ELATA BS BURSERIA SIMARUBA PE PTYCHOSPERMA ELEGANS QV QUERCUS VIRGINIANA

DATE		BY		DESCRIPTION	

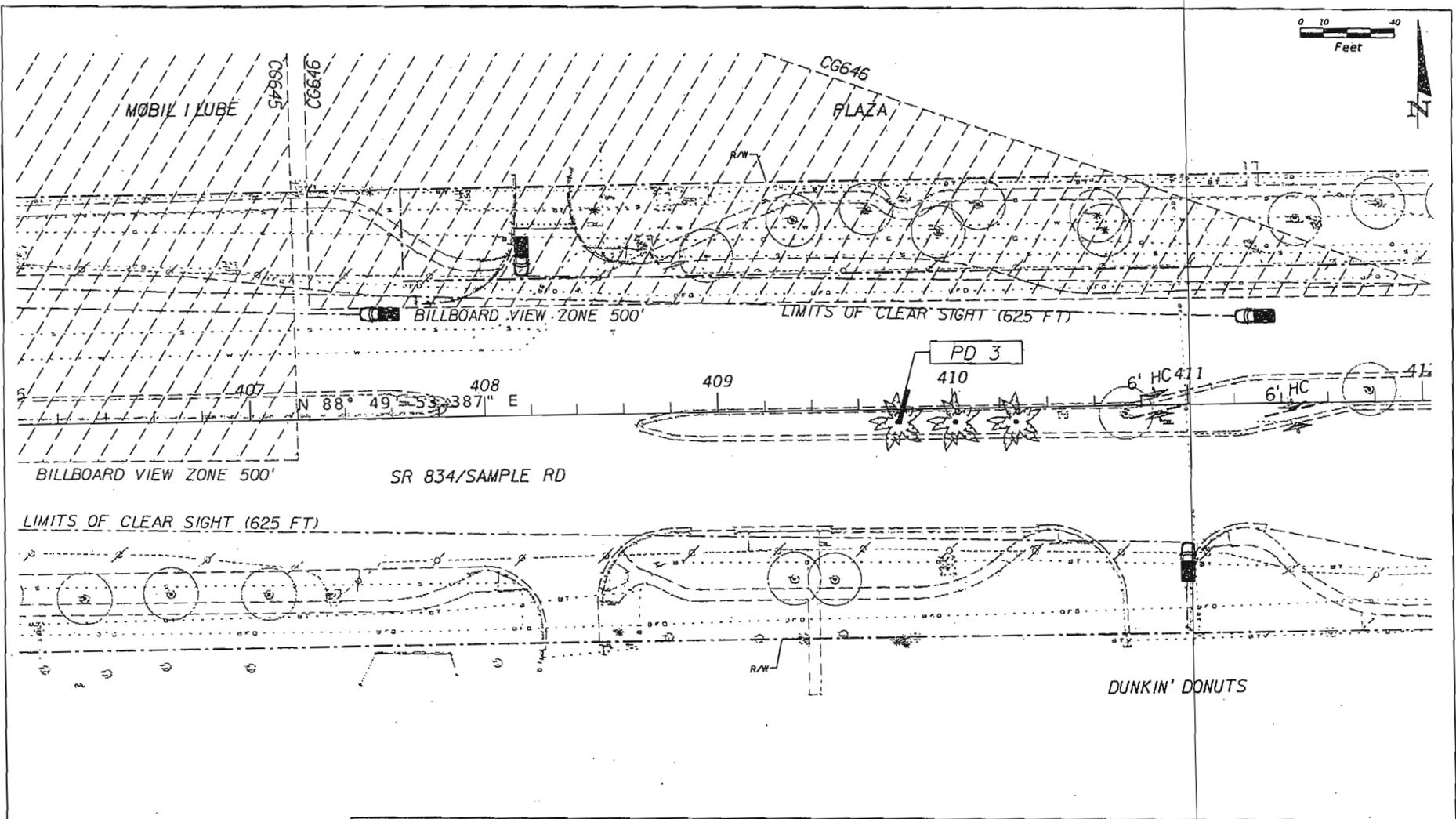
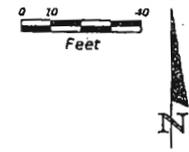
KEITH and SCHNARS, P.A.
 LANDSCAPE ARCHITECTS OF RECORD, SIMON, BERNI, HENRI, INC. 10001718
 CERTIFICATE OF AUTHORIZATION #1337
 8300 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954) 778-1018

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-14

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 600-H-04, F.A.C.



LEGEND	
	EXISTING TREE
BN	BISMARKIA NOBILIS
BS	BURSERIA SIMARUBA
LI	LAGERSTROEMIA INDICA
PE	PTYCHOSPERMA ELEGANS
PD	PHOENIX DACTYLIFERA "MEDJOL"
QV	QUERCUS VIRGINIANA
RE	ROYSTONEA ELATA

REVISIONS			
DATE	BY	DESCRIPTION	

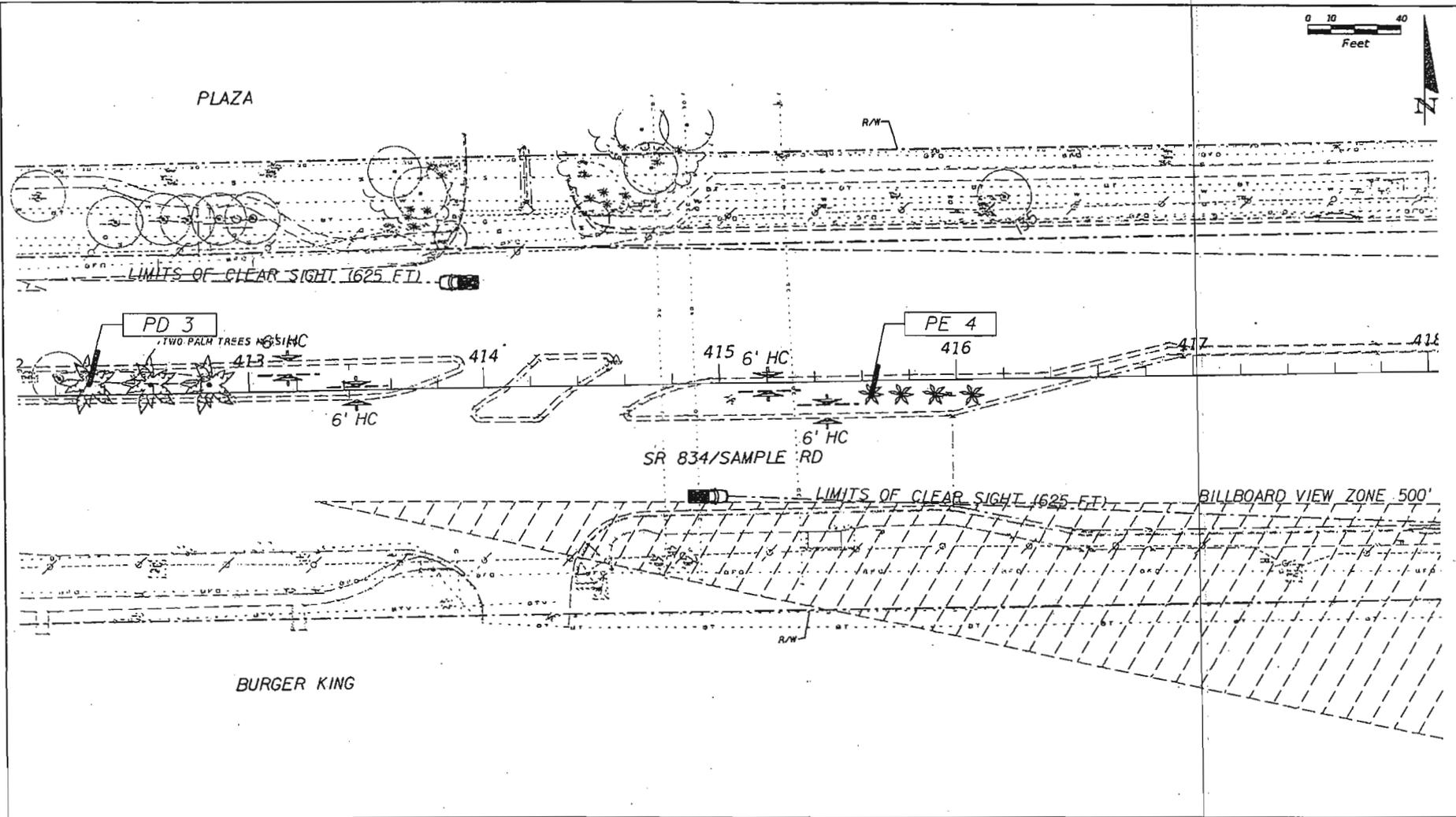
LANDSCAPE ARCHITECT OF RECORD SINCE 11.18.00 (FLA. BOARD OF ARCHITECTURE REG. NO. 10520)
 CERTIFICATE OF AUTHORIZATION #1532
KEITH and SCHNARS, P.A.
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954) 770-1818

STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-15

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REVISIONS		LEGEND			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

BN	BISMARKIA NOBILIS	LI	LAGERSTROEMIA INDICA	PD	PHOENIX DACTYLIFERA "MEDJOO"	RE	ROYSTONEA ELATA
BS	BURSERIA SIMARUBA	PE	PTYCHOSPERMA ELEGANS	QV	QUERCUS VIRGINIANA		

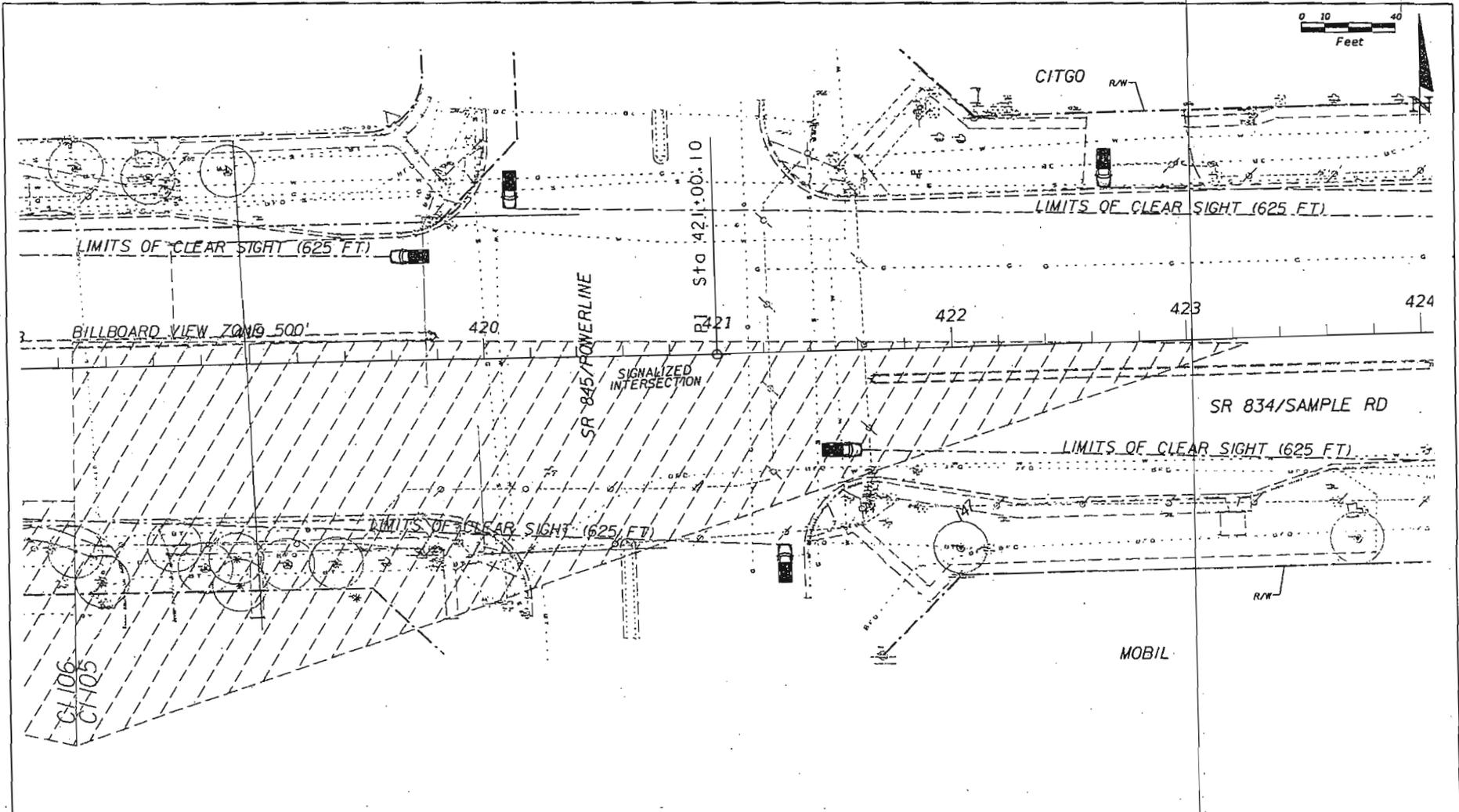
KEITH and SCHNARS, P.A.
 LANDSCAPE ARCHITECTS OF RECORD, PRINCIPAL ARCHITECT, P.L.A. 0001121
 CERTIFICATE OF AUTHORIZATION #11337
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33309-2722 (954)770-1018

STATE OF FLORIDA		
DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-16

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 6000-9-001, F.A.C.

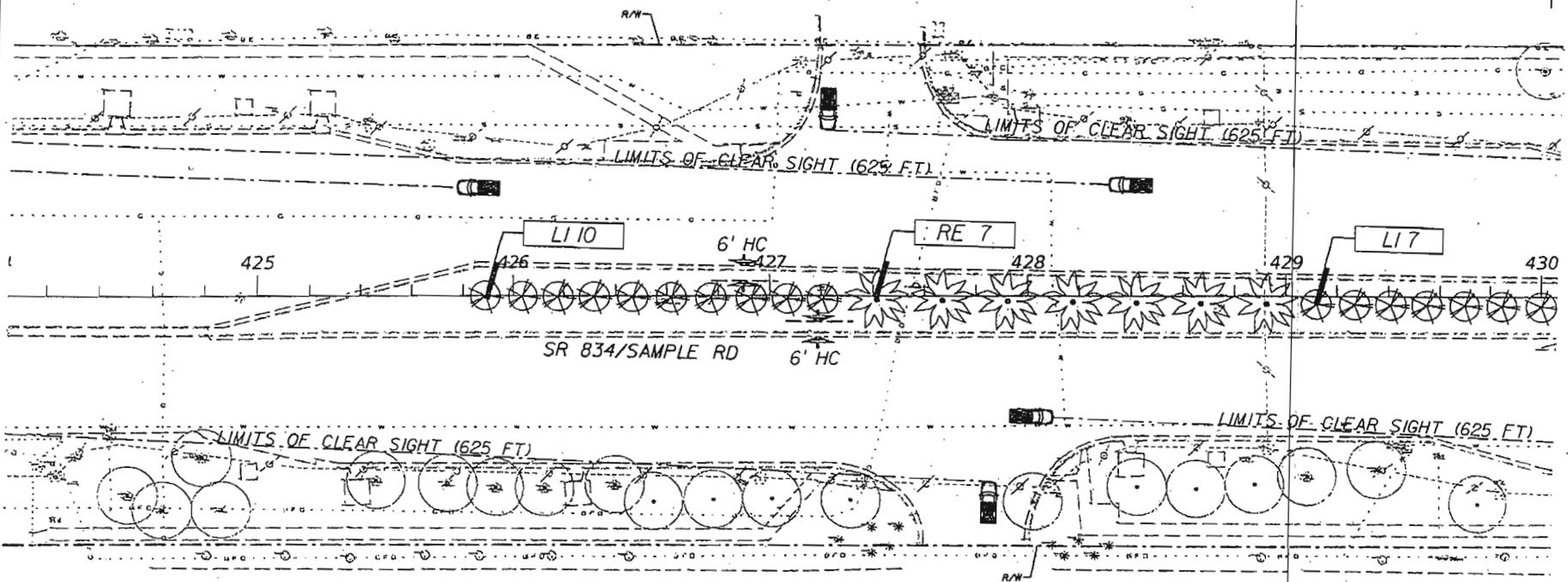


REVISIONS		LEGEND			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

BN	BISMARKIA NOBILIS	LI	LAGERSTROEMIA INDICA	PD	PHOENIX DACTYLIFERA "MEDJOL"	RE	ROYSTONEA ELATA
BS	BURSERIA SIMARUBA	PE	PTYCHOSPHERMA ELEGANS	QV	QUERCUS VIRGINIANA		

KEITH and SCHNARS, P.A. <small>LANDSCAPE ARCHITECT OF RECORD SINCE 1982, N.E.A. 888476 CERTIFICATE OF AUTHORIZATION #1197</small> 8500 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954) 771-1810		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		LANDSCAPE PLAN	SHEET NO. LD-17
ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
834	BROWARD	431526-1-52-01			

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-H-01, F.A.C.



COSTCO

EXISTING TREE		LEGEND				RE ROYSTONEA ELATA	
BN	BISMARKIA NOBILIS	LI	LAGERSTROEMIA INDICA	PD	PHOENIX DACTYLIFERA "MEDJOL"		
BS	BURSERIA SIMARUBA	PE	PTYCHOSPERMA ELEGANS	QV	QUERCUS VIRGINIANA		

DATE	BY	DESCRIPTION	REVISIONS	
			DATE	BY

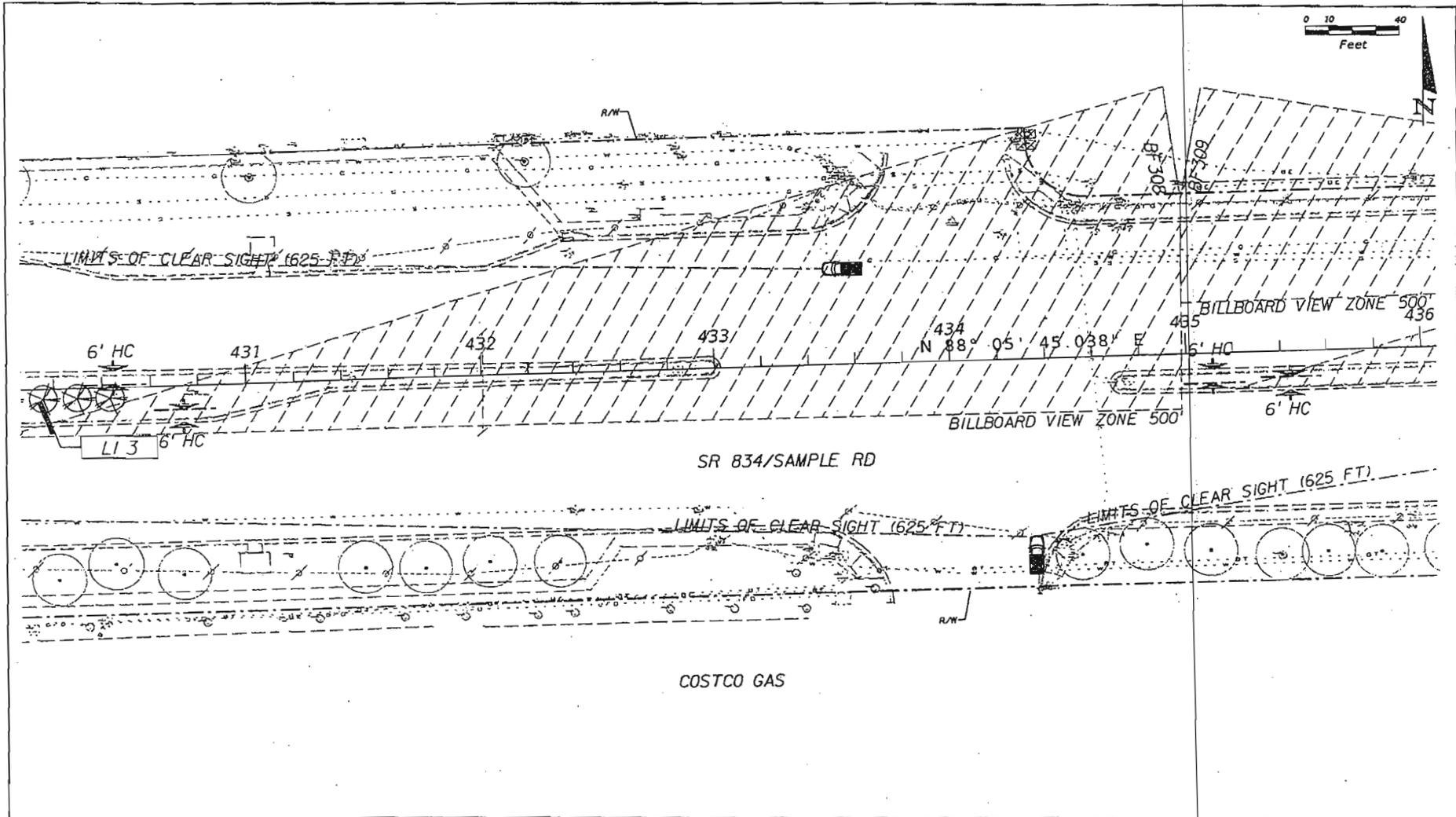
LANDSCAPE ARCHITECT OF RECORD SINCE 11 FEBRUARY 1981
 CERTIFICATE OF AUTHORIZATION #11337
KEITH and SCHNARS, P.A.
 8000 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954)778-1816

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-18

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6000-10.04, F.A.C.



LEGEND	
	EXISTING TREE
BN	BISMARCKIA NOBILIS
BS	BURSERIA SIMARUBA
LI	LAGERSTROEMIA INDICA
PE	PTYCHOSPERMA ELEGANS
PD	PHOENIX DACTYLIFERA "MEDJOL"
QV	QUERCUS VIRGINIANA
RE	ROYSTONEA ELATA

REVISIONS			
DATE	BY	DESCRIPTION	DATE

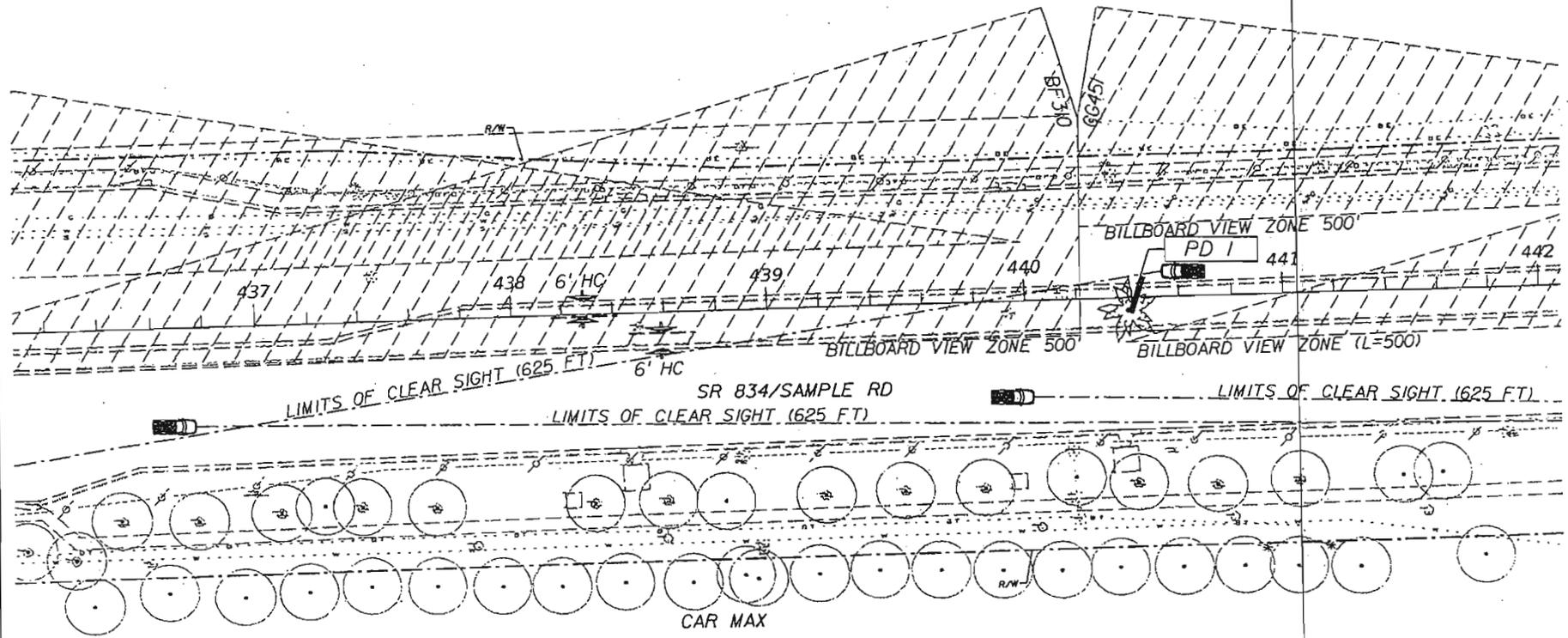
KEITH and SCHNARS, P.A.
LANDSCAPE ARCHITECT OF RECORD SINCE R. FIELD, M.L.A. 1922 (L1)
 CERTIFICATE OF AUTHORIZATION #1331
 4300 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954)775-1010

STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-19

NOTICE: THE DIGITAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-0.04, F.A.C.



LEGEND							
BN	BISMARKIA NOBILIS	LI	LAGERSTROEMIA INDICA	PD	PHOENIX DACTYLIFERA "MEDJOL"	RE	ROYSTONEA ELATA
BS	BURSERIA SIMARUBA	PE	PTYCHOSPERMA ELEGANS	QV	QUERCUS VIRGINIANA		

KEITH and SCHNARS, P.A.
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33309-2122 (954) 778-1818

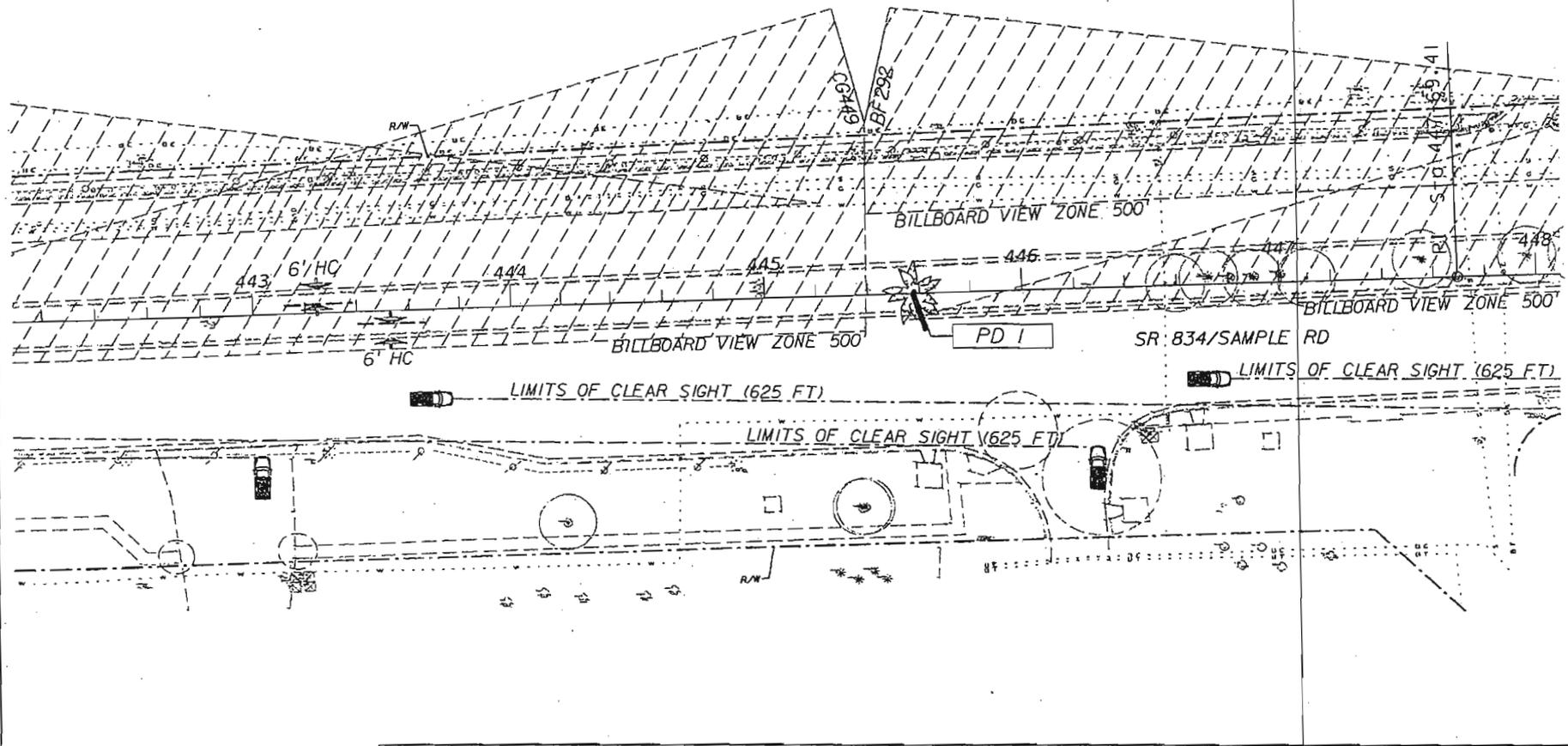
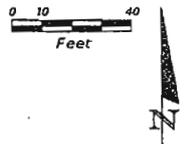
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-20

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 600-9.04, F.A.C.



REVISIONS		LEGEND			
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

BN BISMARKIA NOBILIS	LI LAGERSTROEMIA INDICA	PD PHOENIX DACTYLIFERA "MEDJOL"	RE ROYSTONEA ELATA
BS BURSERIA SIMARUBA	PE PTYCHOSPERMA ELEGANS	QV QUERCUS VIRGINIANA	

EXISTING TREE

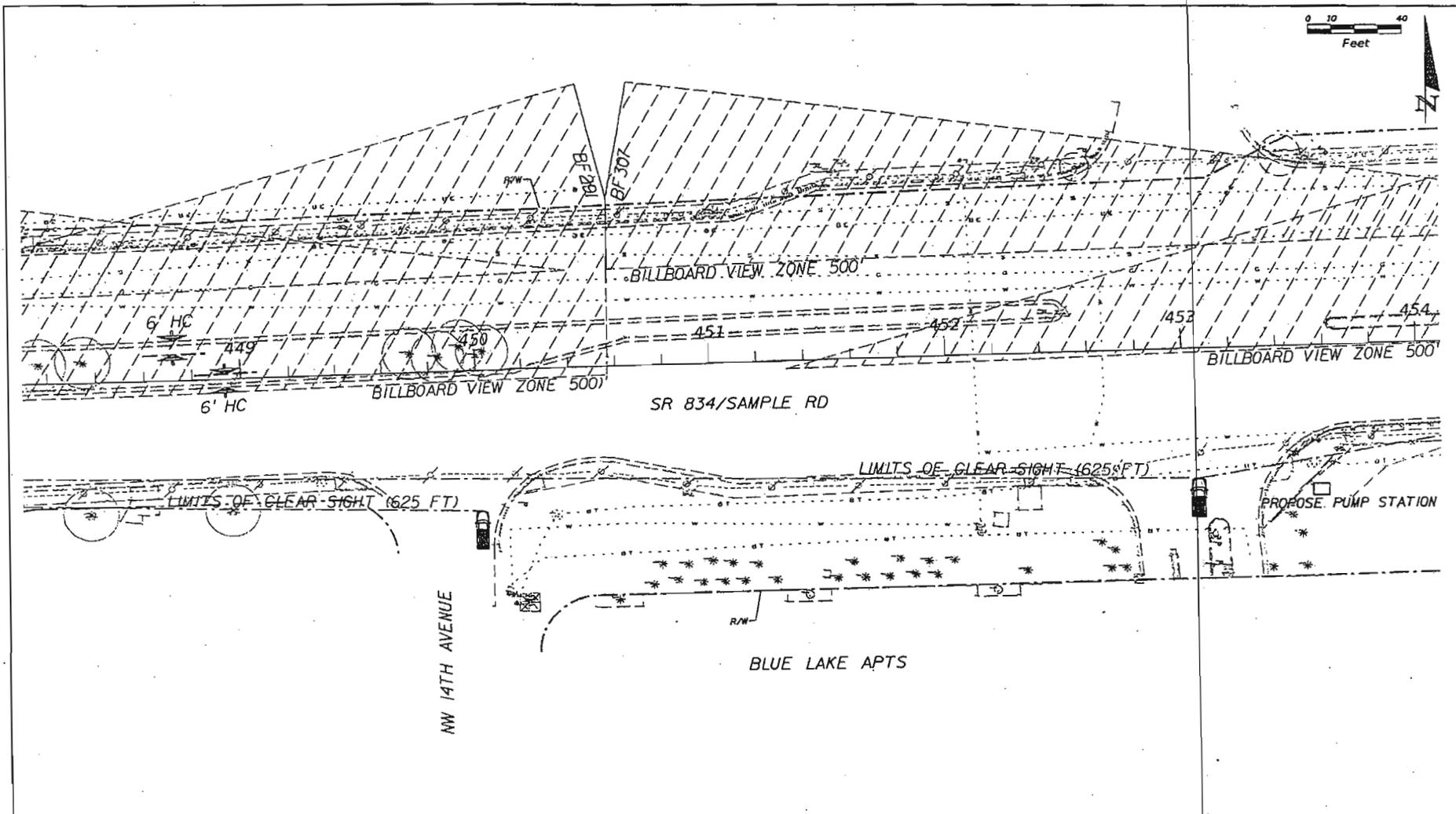
KEITH and SCHNARS, P.A.
LANDSCAPE ARCHITECT OF RECORD AND SEALER (FLA. REG. NO. 11001)
 CERTIFICATE OF AUTHORIZATION #11001
 6000 N. Andrews Ave., Ft. Lauderdale, FL 33308-2122 (954) 778-1818

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-21

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 60D-1.001, F.A.C.



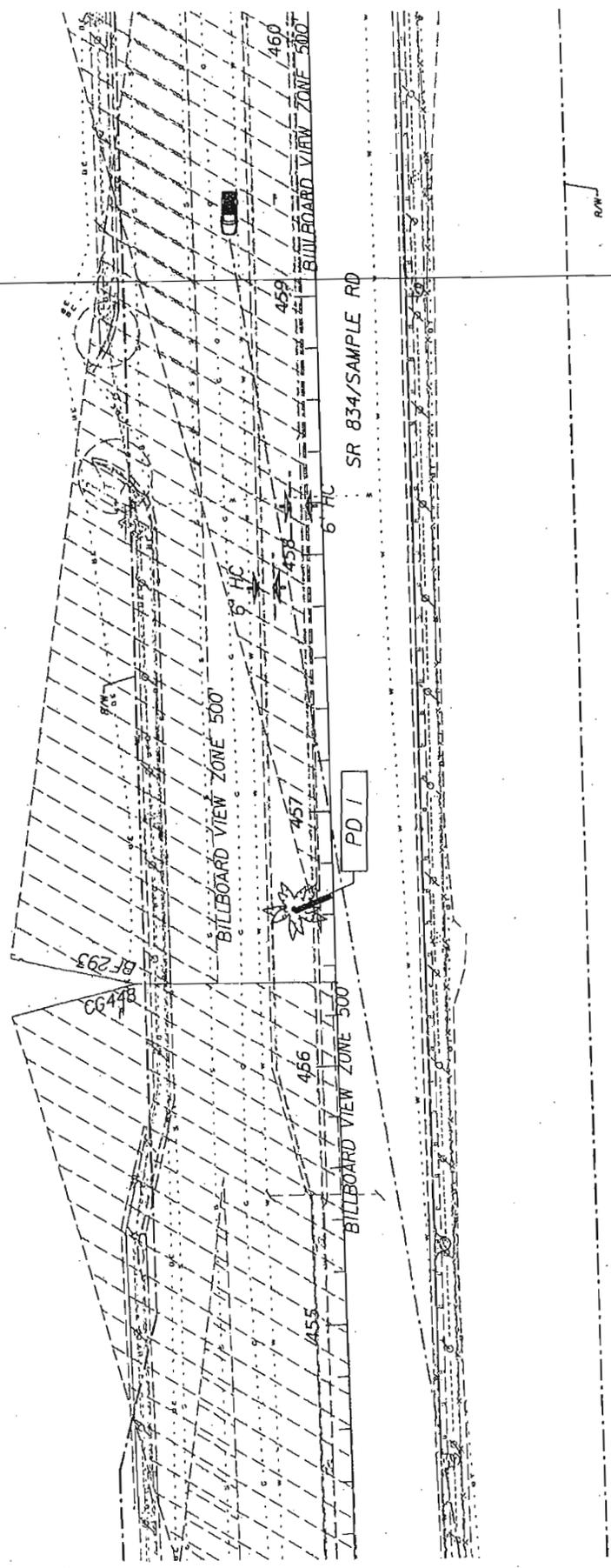
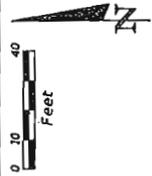
REVISIONS				LEGEND			STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		SHEET NO. LD-22
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
						834	BROWARD	431526-1-52-01	

	EXISTING TREE	BN BISMARKIA NOBILIS	LI LAGERSTROEMIA INDICA	PD PHOENIX DACTYLIFERA "MEDJOL"	RE ROYSTONEA ELATA
		BS BURSERIA SIMARUBA	PE PTYCHOSPERMA ELEGANS	QV QUERCUS VIRGINIANA	

KEITH and SCHNARS, P.A.
LANDSCAPE ARCHITECT OF RECORD SINCE 1982, F.L.A. LICENSE NO. 10000
 CERTIFICATE OF AUTHORIZATION #1-101
 6300 N. Andrews Ave., Ft. Lauderdale, FL 33308-5132 (954) 778-1916

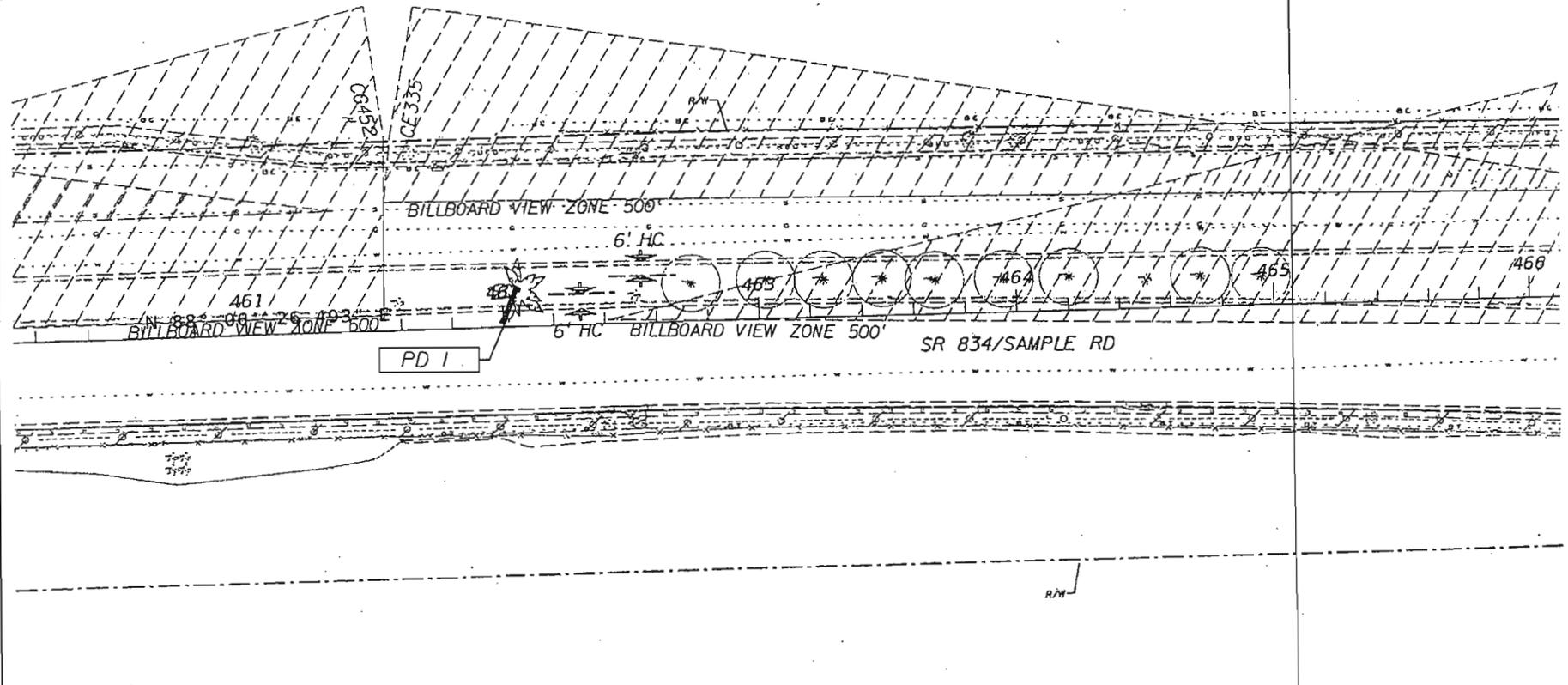
LANDSCAPE PLAN

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6100-10.01, F.A.C.



DATE	BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION

BN BISMARCKIA NOBILIS BS BURSERIA SIMARUBA LI LAGERSTROEMIA INDICA PE PITCHOSPERMA ELEGANS PD PHOENIX DACTYLIFERA "MEDJOL" QU QUERCUS VIRGINIANA RE ROYSTONEA ELATA	DEPARTMENT OF TRANSPORTATION STATE OF FLORIDA COUNTY BROWARD ROAD NO. 834 FINANCIAL PROJECT ID 43/526-1-52-01	KEITH and SCHNARS, P.A. 4301 N. Andrews Ave., Ft. Lauderdale, FL 33309-2122 (954)715-5494	LANDSCAPE PLAN	SHEET NO. LD-23
---	--	--	----------------	--------------------



LEGEND	
	EXISTING TREE
BN	BISMARKIA NOBILIS
BS	BURSERIA SIMARUBA
LI	LAGERSTROEMIA INDICA
PE	PTYCHOSPERMA ELEGANS
PD	PHOENIX DACTYLIFERA "MEDJOL"
QV	QUERCUS VIRGINIANA
RE	ROYSTONEA ELATA

REVISIONS			
DATE	BY	DESCRIPTION	DATE

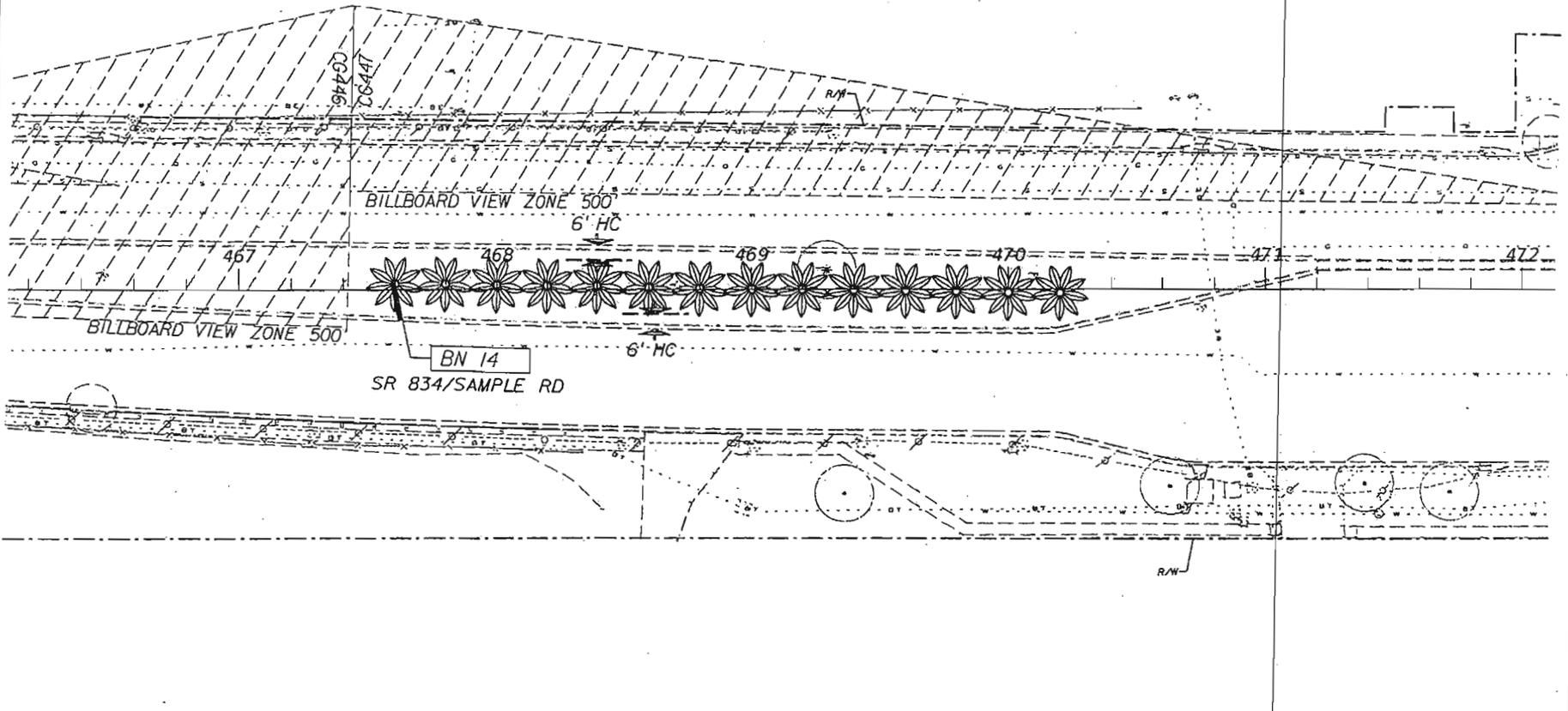
LANDSCAPE ARCHITECT OF RECORD: KEITH and SCHNARS, P.A.
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33309-3132 (954) 778-1916

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-24

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-1.04, F.A.C.



EXISTING TREE		LEGEND							
		BN	BISMARKIA NOBILIS	LI	LAGERSTROEMIA INDICA	PD	PHOENIX DACTYLIFERA "MEDJOL"	RE	ROYSTONEA ELATA
		BS	BURSERIA SIMARUBA	PE	PTYCHOSPERMA ELEGANS	QV	QUERCUS VIRGINIANA		

DATE	BY	DESCRIPTION	REVISIONS			
			DATE	BY	DESCRIPTION	

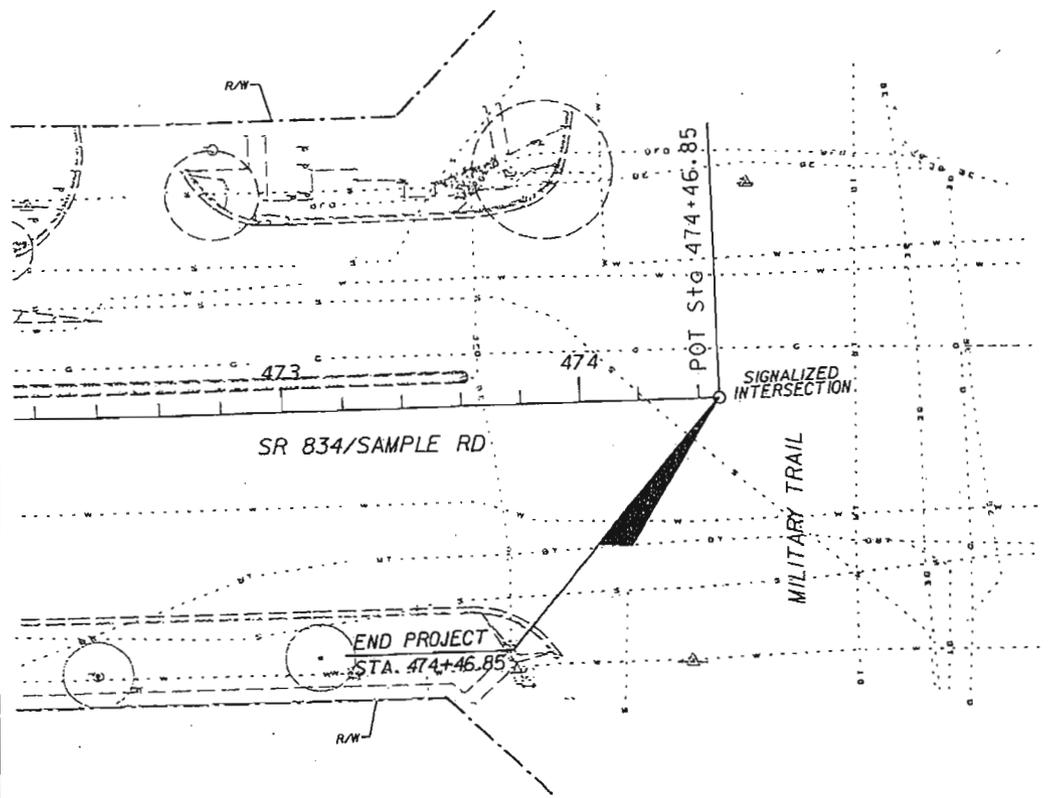
KEITH and SCHNARS, P.A.
 LANDSCAPE ARCHITECT OF RECORD SINCE 1978, P.E. (FLA. LICENSE NO. 10001)
 CERTIFICATE OF AUTHORITY (CWA) #1127

STATE OF FLORIDA		
DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-25

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6A0-1.001, F.A.C.



LEGEND

- BN BISMARKIA NOBILIS LI LAGERSTROEMIA INDICA PD PHOENIX DACTYLIFERA "MEDJOL" RE ROYSTONEA ELATA
- BS BURSERIA SIMARUBA PE PTYCHOSPERMA ELEGANS QV QUERCUS VIRGINIANA

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD SINCE 1978, P.L.A. 00011511
 CERTIFICATE OF AUTHORIZATION #1987
KEITH and SCHNARS, P.A.
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954) 775-1916

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID.
834	BROWARD	431526-1-52-01

LANDSCAPE PLAN

SHEET NO.
LD-26

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-11.01, F.A.C.

SHEET NO.
LD-27

IRRIGATION NOTES

STATES OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO. 834
COUNTY BROWARD
FINANCIAL PROJECT ID 431526-1-52-01

UNDESIGNED PROJECT OF THE STATE OF FLORIDA
KEITH and SCHNARS, P.A.
600 N. ANDERSON AVE., P. LAUDERDALE, FL 33309-2110 (954) 781-1918

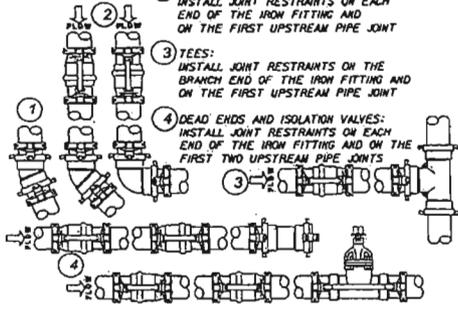
REVISIONS		DESCRIPTION
DATE	BY	DESCRIPTION

1 22 DEGREE:
INSTALL JOINT RESTRAINTS ON EACH
END OF THE IRON FITTING

2 45 AND 90 DEGREE:
INSTALL JOINT RESTRAINTS ON EACH
END OF THE IRON FITTING AND
ON THE FIRST UPSTREAM PIPE JOINT

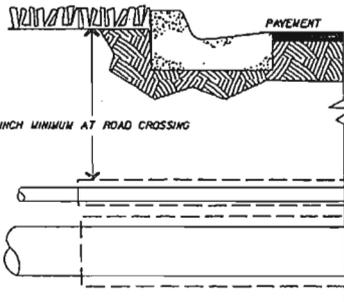
3 TEES:
INSTALL JOINT RESTRAINTS ON THE
BRANCH END OF THE IRON FITTING AND
ON THE FIRST UPSTREAM PIPE JOINT

4 DEAD ENDS AND ISOLATION VALVES:
INSTALL JOINT RESTRAINTS ON EACH
END OF THE IRON FITTING AND ON THE
FIRST TWO UPSTREAM PIPE JOINTS

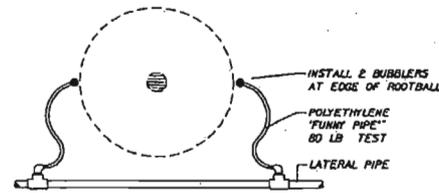


MAINLINE JOINT RESTRAINTS AT DIRECTION CHANGES

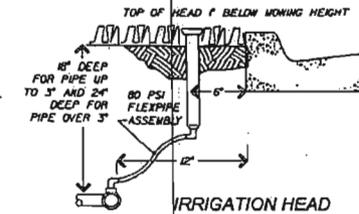
- 1 INSTALL HDPE OR-11 OR PVC SCH 40 SLEEVES UNDER ROADWAYS AND OTHER IMPERVIOUS AREAS
- 2 DIRECTIONAL BORE ROAD CROSSINGS
- 3 ROAD TRENCHING REQUIRES WRITTEN PERMISSION
- 4 ROAD TRENCHING REQUIRES BACKFILLING WITH FLOWABLE FILL



SLEEVING



TREE BUBBLER
PLAN VIEW



IRRIGATION HEAD

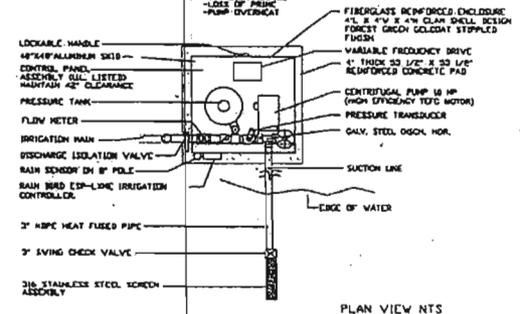
NOTE: SUCTION PIPES AND FITTINGS SHALL BE HDPE HEAT FUSED, CHECK VALVE 3" AND LARGER SHALL BE BRIGG TYPE 3" AND SMALLER SHALL BE POPPET STYLE. ALL EXPOSED SUCTION & DISCHARGE PIPE ADJACENT TO THE PUMP SYSTEM SHALL BE GALVANNEZ STEEL, BUTTERFLY OR BALL VALVE PROVIDED AT EACH PUMP.

PROVIDE MINIMUM OF 4" CLEARANCE ON ALL SIDES OF PUMP SYSTEMS

* OPTIONAL FEATURES ARE INCLUDED IF MARKED WITH AN "X"

- X PRESSURE CONTROL VALVE
- X RAIN BIRD EXP-LOWE 12 STATION IRRIGATION CONTROLLER WITH RAIN SENSOR ON 6" POLE
- X PRESSURE TANK FOR PRESSURE DEMAND SYSTEMS

SAFETY FEATURES
PRESSURE DEMAND
TRANSIENT SURGE
LOSS OF PRESSURE
PUMP OVERHEAT



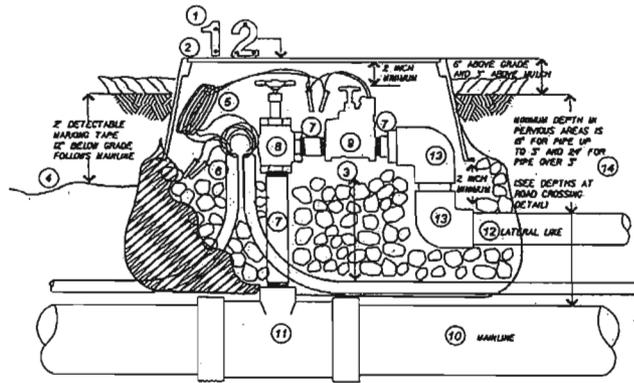
PLAN VIEW NTS

ELECTRIC SERVICE TO BE, IN ORDER OF PREFERENCE:
480V 3-PHASE, 230V CLOSED-DELTA 3-PHASE, 208 VTE, 3-PHASE,
230 1-PHASE, 208V 1-PHASE, 230 OPEN-DELTA 3-PHASE.

PUMP PERFORMANCE
100 GPM @ 173 TYP, 60 PSI DISCHARGE PRESSURE

HOOPER PUMPING MODEL: HCF-OPDV-230/3-E-12L.M.Z
Pompano Beach, Florida, Tel: 954-971-7350

PUMP SYSTEM DETAIL



VALVE INSTALLATION

- 1 ALUMINUM VALVE IDENTIFICATION NUMBER, SCREWED IN PLACE
- 2 VALVE BOX
- 3 VALVE SHARP: 12 INCHES DEEP FILLED WITH 2-INCH GRAVEL AND WRAPPED IN FILTER FABRIC
- 4 DETECTABLE MARKING TAPE ABOVE MAINLINE AND 12" BELOW GRADE
- 5 CONTROL WIRE: SOLID COPPER, TYPE UF-43 THIN/THIN WITH A 24" SERVICE COIL AND 24"-4" WATERPROOF WIRE CONNECTORS. MAKE ALL CONTROL WIRES ACCESSIBLE AT EVERY VALVE BOX. INSTALL A DIFFERENT COLOR FOR EACH VALVE (DO NOT USE GREEN). INSTALL WHITE COLOR AS THIS COMMON. INSTALL EXTRA BLUE COLORED WIRES WHERE NOTED ON PLANS.
- 6 CONTROL WIRE CONDUIT: GREY PVC USING LONG RAIN SHEEPS COMING INTO EACH VALVE BOX.
- 7 SCHEDULE 80 PVC THREADED RIPPLES. INSTALL NO MALE ADAPTERS.
- 8 MANUAL GATE VALVE: RIGHT ANGLE VALVE, MATCH ELECTRIC VALVE SIZE.
- 9 ELECTRIC CONTROL VALVE:
- 10 MAINLINE PIPE: PVC. INSTALL LABELS FACING UP.
- 11 MAINLINE PIPE/FITTINGS: PVC SCHEDULE 40. INSTALL DUCTILE IRON FITTINGS WITH JOINT RESTRAINTS AT DIRECTION CHANGES.
- 12 LATERAL LINE PIPE: PVC. INSTALL LABELS FACING UP.
- 13 LATERAL LINE PIPE/FITTINGS: PVC, SCHEDULE 40.
- 14 PIPE DEPTH REQUIREMENTS.

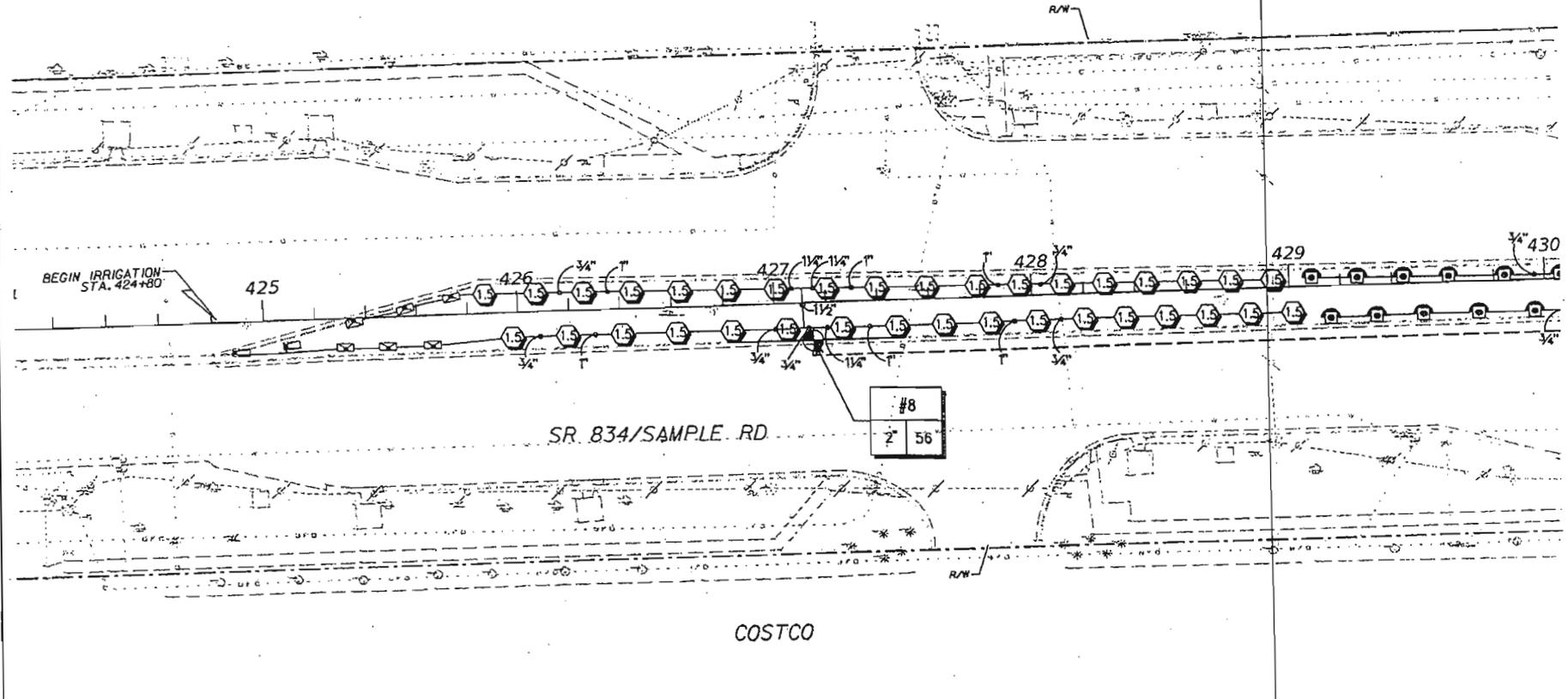
REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD, LICENSE # 16660 (FLA. 00001419)
CERTIFICATE OF AUTHORIZATION #1321
KEITH and SCHNARS, P.A.
6500 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954) 778-1918

STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

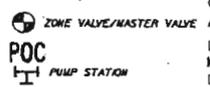
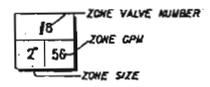
IRRIGATION DETAILS	
SHEET NO.	
LD-28	

NOTE: THE ORIGINAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6000-10.01, F.A.C.



IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5' SCHEDULE 40 PVC (18" DEEP MINIMUM)
- 1.5" SEAMLESS HOPE DRIP 'RED STRIPE' CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC (18" DEEP MINIMUM) SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC, 1.5' DEEP MINIMUM UNDER ROADWAYS! OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION



- ⊙ RAIN-3500T-1.5-179-91-91-540
- ⊙ RAIN-R17-24T-2-1724-H-180-91-5040
- ⊙ RAIN-1300-18CST-4X30
- ⊙ RAIN-1800-18EST-4X15
- ⊙ RAIN-9SST-9XB

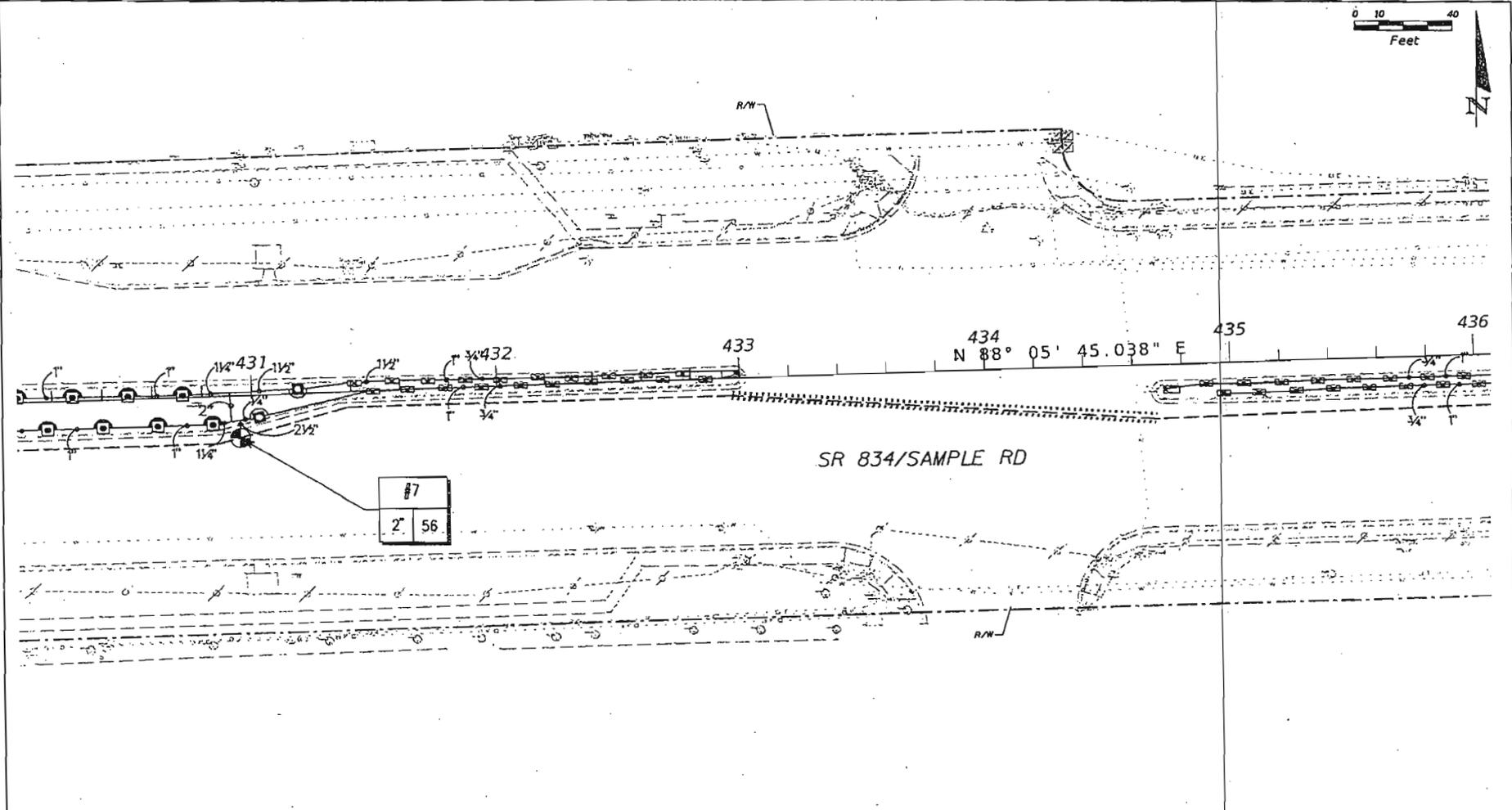
REVISIONS			
DATE	BY	DESCRIPTION	

LANDSCAPE ARCHITECT OF RECORD: DAVID E. KELLY, P.E., R.L.A. MEMBER IN CHARGE OF AUTHORIZATION #1221
KEITH and SCHNARS, P.A.
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954) 776-1919

STATE OF FLORIDA		
DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

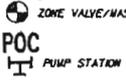
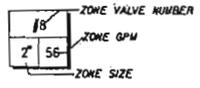
IRRIGATION PLAN	
SHEET NO.	LD-31

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 60D-10.01, F.A.C.



IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5" SCHEDULE 40 PVC 18" DEEP MINIMUM
- 1.5" SEAMLESS HDPE DRP "RED STRIPE" CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC 18" DEEP MINIMUM SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC 1.36" DEEP MINIMUM UNDER ROADWAYS! OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION



- ⊙ RAIN-3500T-1.5-179-91-91-540
- ⊙ RAIN-R17-24T-2-1724-N-180-91-5040
- ⊙ RAIN-1300-15CST-4X30
- ⊙ RAIN-1800-15CST-4X15
- ⊙ RAIN-9SST-9X18

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

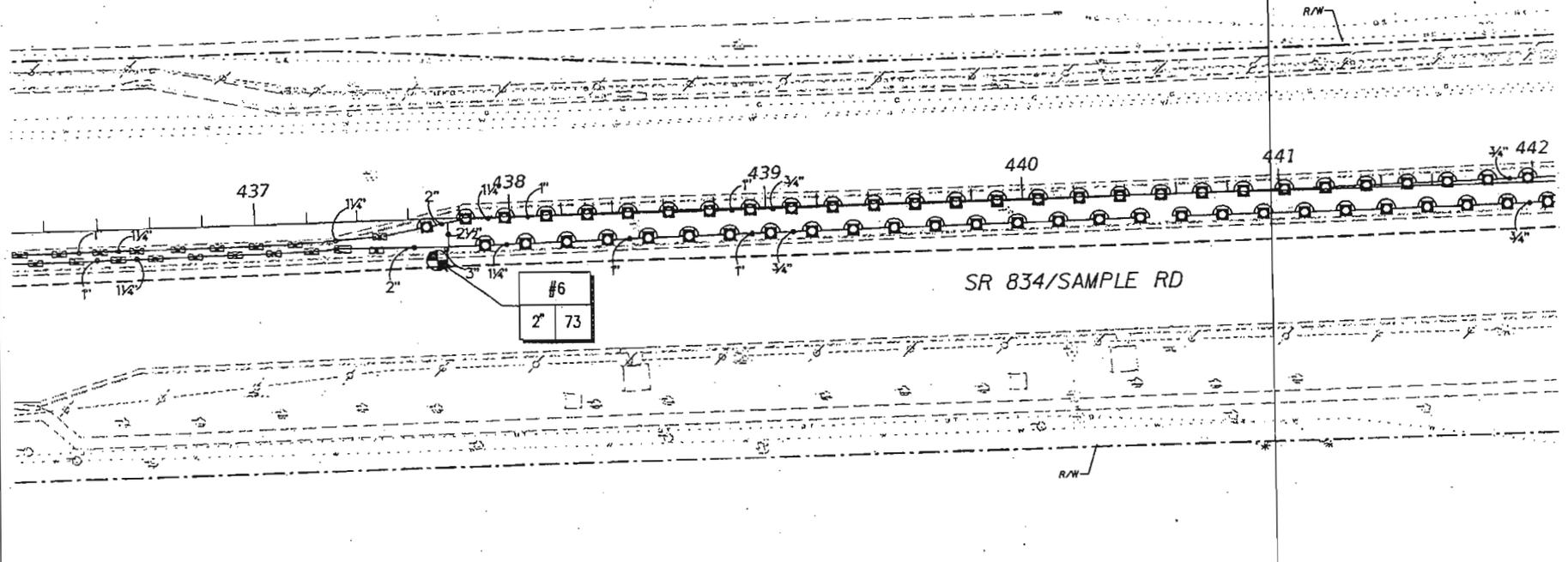
LANDSCAPE ARCHITECT OF RECORD (P.L.C.) (P.L.A. 82094478)
 CERTIFICATE OF AUTHORIZATION #14337
KEITH and SCHNARS, P.A.
 6309 N. Andrews Ave., Ft. Lauderdale, FL 33309-2128 (954) 778-1910

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN

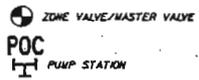
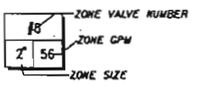
SHEET NO.
LD-32

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER TALL 600-1104, P.A.C.



IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5' SCHEDULE 40 PVC (18" DEEP MINIMUM)
- 1.5" SEAMLESS HOPE DRIP 'RED STRIPE' CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC (18" DEEP MINIMUM) SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC (36" DEEP MINIMUM UNDER ROADWAYS) OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION



- ⊙ RAIN-3500T-1.5-179-91-91-540
- ⊙ RAIN-R17-24T-2-1724-H-180-91-S040
- ⊙ RAIN-1300-15CST-4X30
- ⊙ RAIN-1800-15EST-4X15
- ⊙ RAIN-9SST-9X18

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

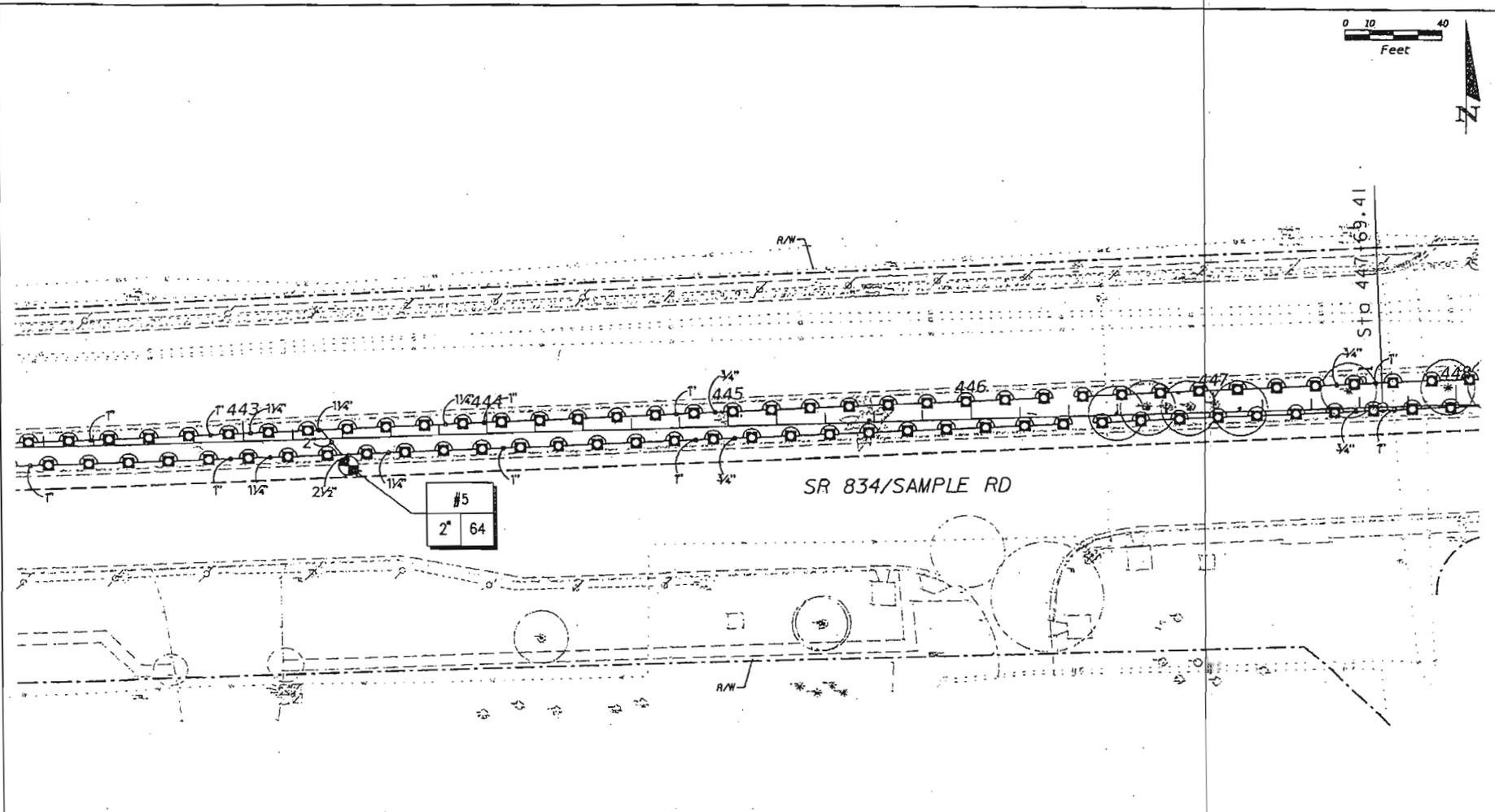
LANDSCAPE ARCHITECT OF RECORD: MICHAEL E. FIELD, P.L.L.C. DESIGNER
 CERTIFICATE OF AUTHORIZATION #10327

KEITH and SCHNARS, P.A.
 8000 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954) 778-1918

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN		SHEET NO.
		LD-33

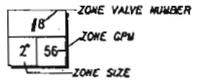
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6000-HIGH.F.A.C.



#5
2" 64

IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5' SCHEDULE 40 PVC (18" DEEP MINIMUM)
- 1.5" SEAMLESS HDPE DRIP 'RED STRIPE' CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC (18" DEEP MINIMUM) SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC (18" DEEP MINIMUM UNDER ROADWAYS) OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION



- ⊙ ZONE VALVE/MASTER VALVE
- ⊙ ZONE VALVE NUMBER
- ⊙ ZONE GPM
- ⊙ ZONE SIZE
- ⊙ RAIN-3500T-1.5-179-91-91-540
- ⊙ RAIN-RIT-24T-2-1724-H-180-91-S040
- ⊙ RAIN-1300-15GST-4X30
- ⊙ RAIN-1800-15EST-4X15
- ⊙ RAIN-9SST-9X8
- ⊙ POC
- ⊙ PUMP STATION

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD, BRIDGE & PAVEMENT, INC. (L.A. 0001478)
 CERTIFICATE OF AUTHORIZATION #1527

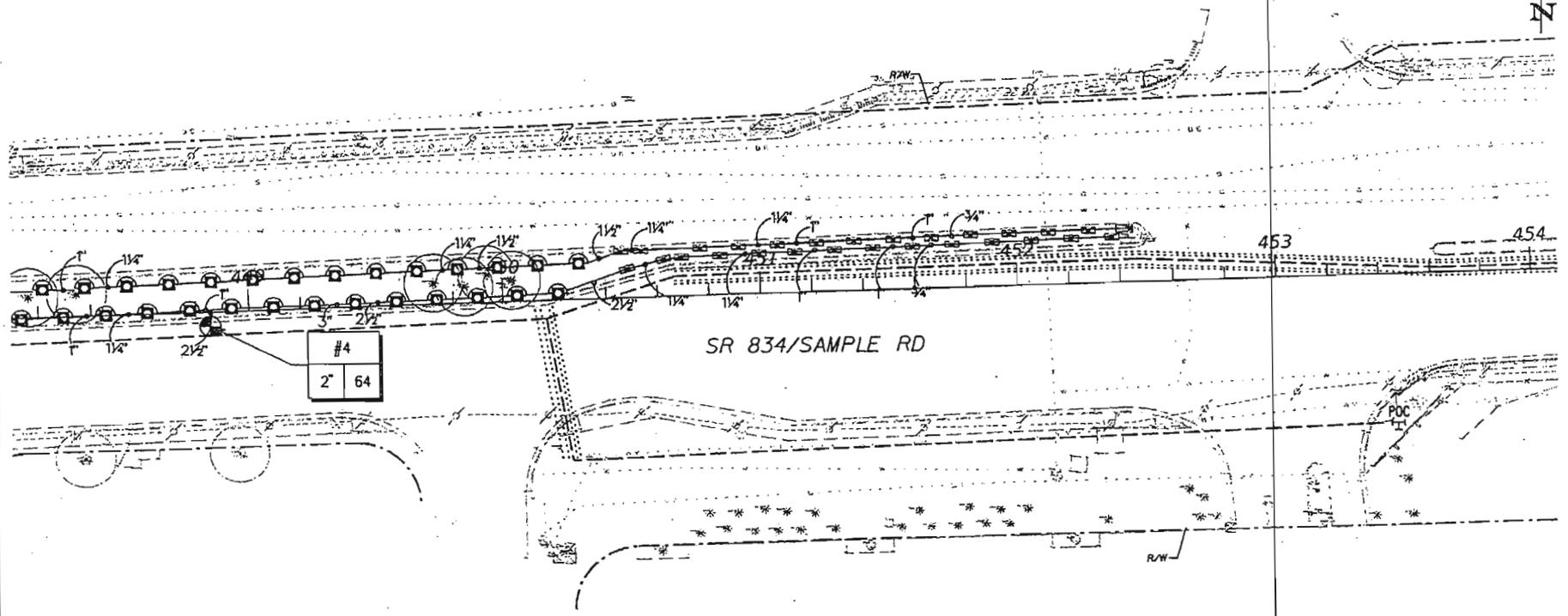
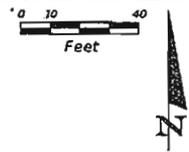
KEITH and SCHNARS, P.A.
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33308-2132 (954)778-1818

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN

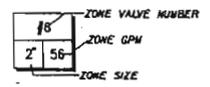
SHEET NO.
LD-34

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-10.01, F.A.C.



IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5' SCHEDULE 40 PVC (18" DEEP MINIMUM)
- 1.5" SEAMLESS HDPE DRP 'RED STRIPE' CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC (18" DEEP MINIMUM) SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC (36" DEEP MINIMUM UNDER ROADWAYS) OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION



- ⊕ RAIN-3500T-1.5-179-91-91-540
- ⊕ RAIN-RIT-24T-2-1124-H-180-91-5040
- ⊕ RAIN-1300-15CST-4X30
- ⊕ RAIN-1800-15CST-4X15
- ⊕ RAIN-95ST-9X18

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD, BRUCE R. FORD, P.L.A. 00011716
 CERTIFICATE OF AUTHORIZATION #13371

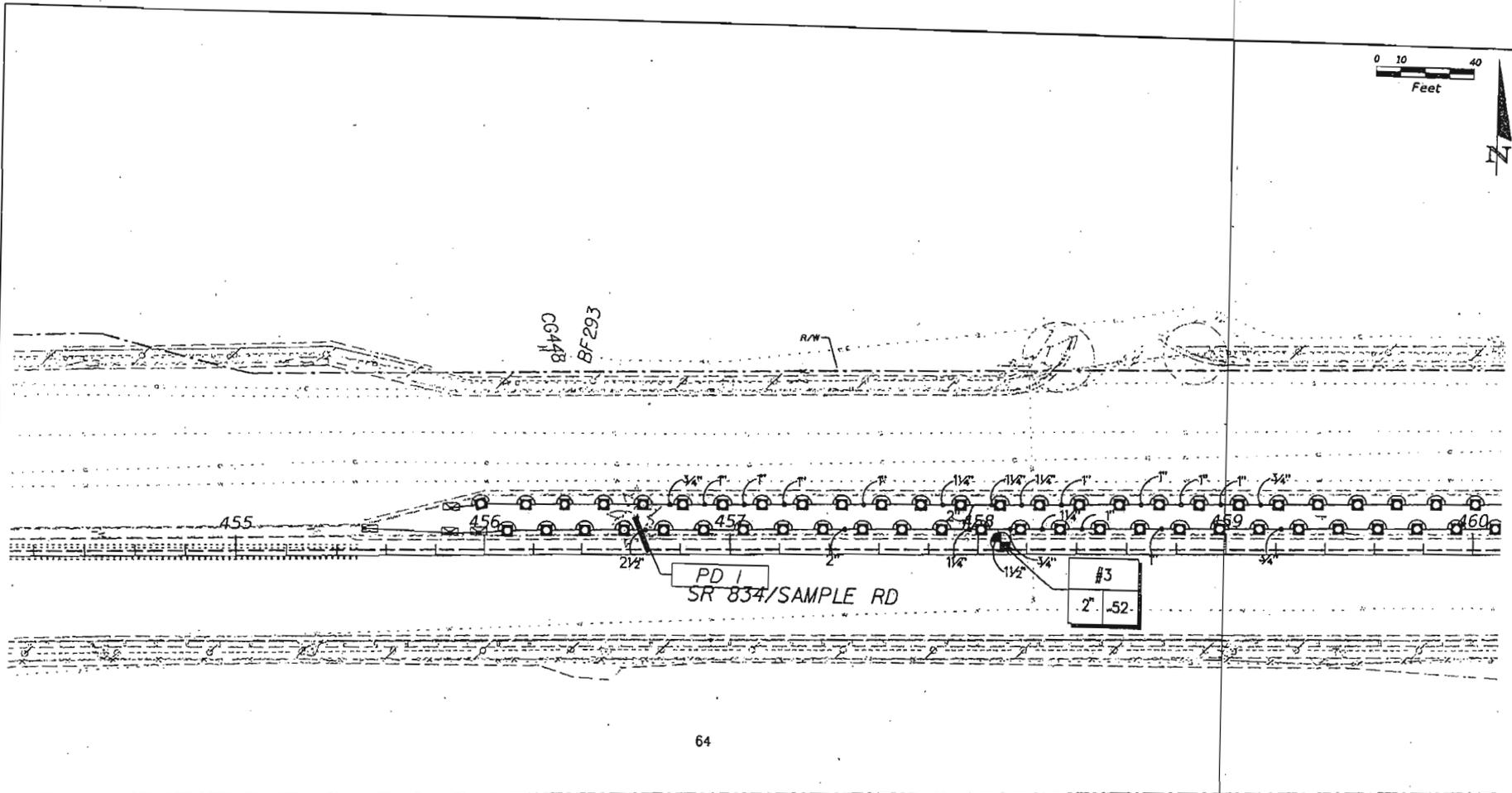
KEITH and SCHNARS, P.A.
 6300 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954) 778-1818

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN

SHEET NO.
LD-35

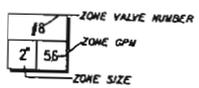
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-11.014, F.A.C.



64

IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5' SCHEDULE 40 PVC (18" DEEP MINIMUM)
- 1.5" SEAMLESS HDPE DWT 'RED STRIPE' CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC (18" DEEP MINIMUM)
- SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC, 136" DEEP MINIMUM UNDER ROADWAY'S
- OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION



- ⊕ ZONE VALVE/MASTER VALVE
- ⊕ RAIN-3500T-1.5-179-91-91-540
- ⊕ RAIN-R17-24T-2-1724-H-180-91-5040
- ⊕ RAIN-1300-15CST-4X30
- ⊕ RAIN-800-15EST-4X15
- ⊕ RAIN-95ST-9X18
- ⊕ POC PUMP STATION

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

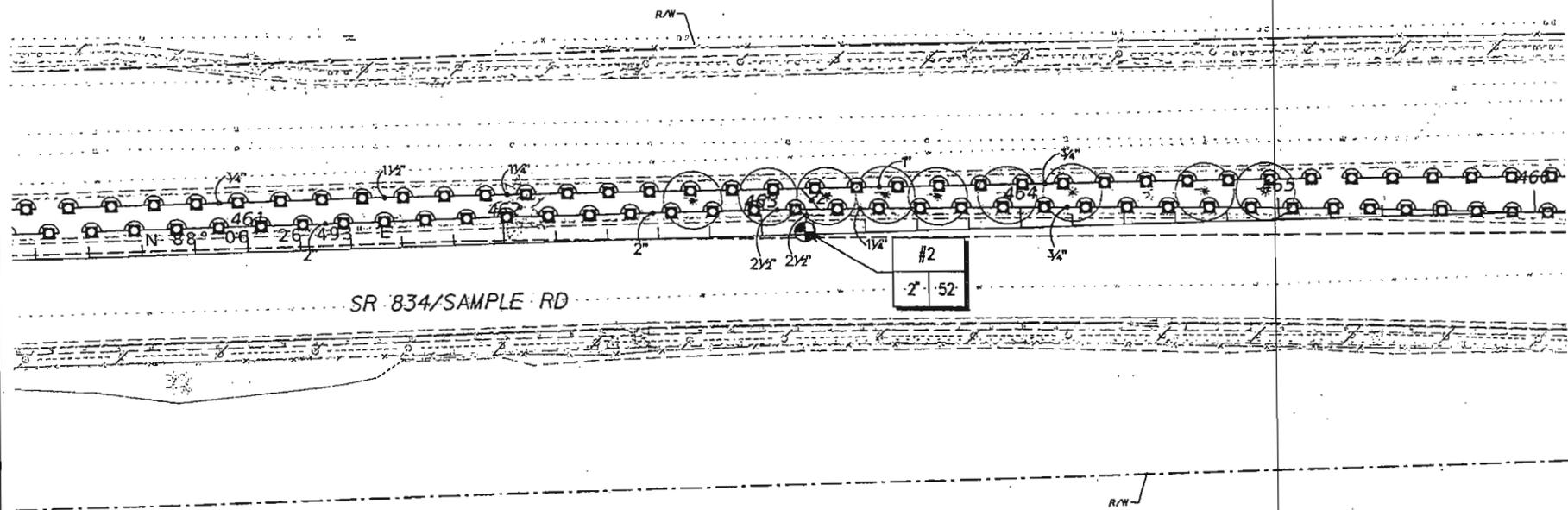
LANDSCAPE ARCHITECT OF RECORD SINCE 1988, P.L. 00011773
 CERTIFICATE OF REGISTRATION #1327
KEITH and SCHNARS, P.A.
 8500 N. Andrews Ave., Ft. Lauderdale, FL 33308-2133 (954)770-1818

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN

SHEET NO.
LD-36

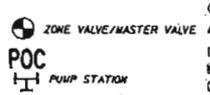
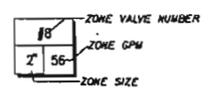
NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61B0-1.001, F.A.C.



SR 834/SAMPLE RD

IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5" SCHEDULE 40 PVC (18" DEEP MINIMUM)
- 1.5" SEAMLESS HOPE DRIP 'RED STRIPE' CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC (18" DEEP MINIMUM) SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC (18" DEEP MINIMUM UNDER ROADWAYS) OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION



- ⊕ RAIN-3500T-1.5-179-91-91-S40
- ⊕ RAIN-R17-24T-2-1724-H-180-91-S040
- ⊕ RAIN-1300-15CST-4X30
- ⊕ RAIN-1800-15EST-4X15
- ⊕ RAIN-95ST-9X18

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

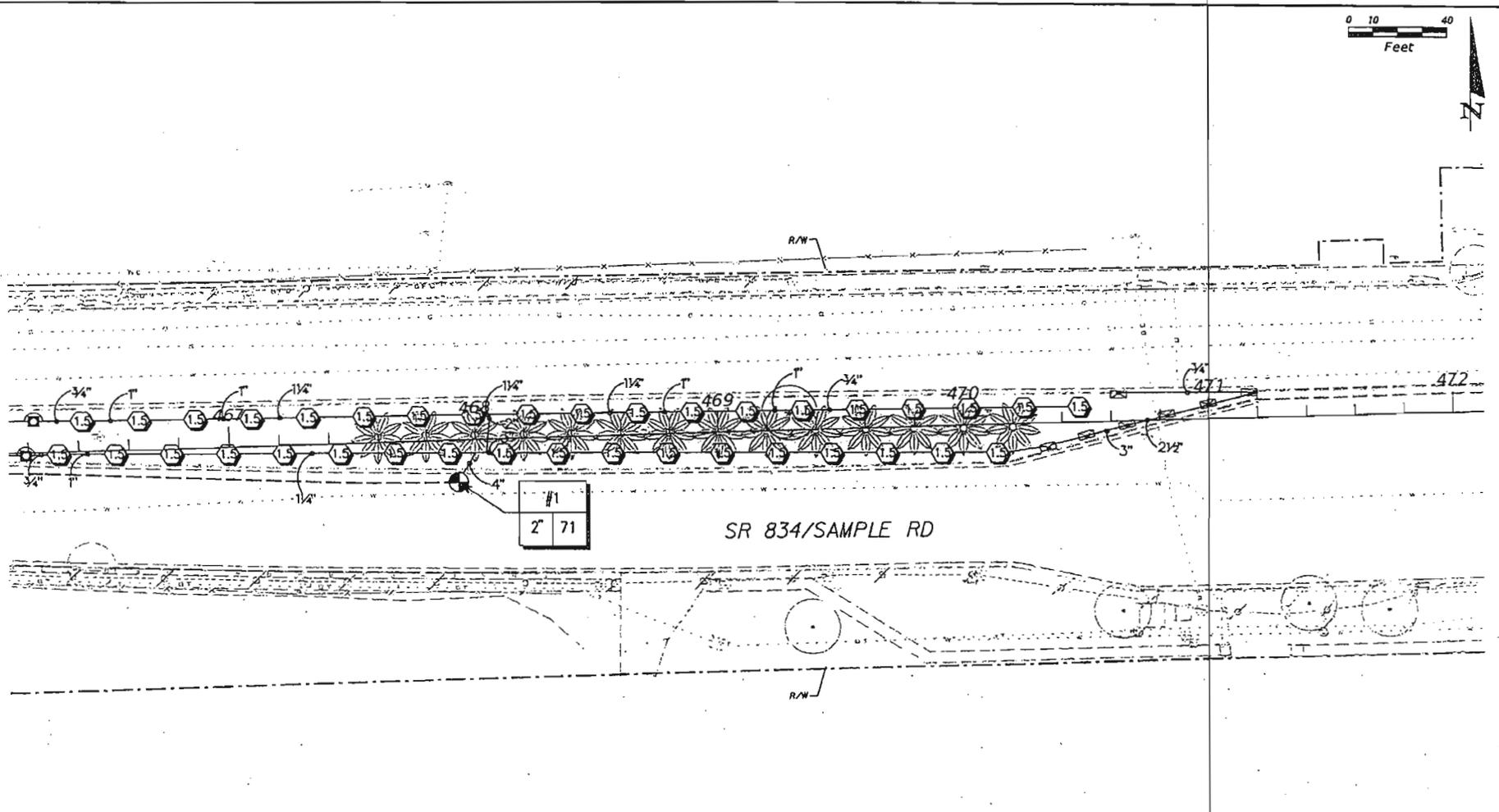
LANDSCAPE ARCHITECT OF RECORD (SCALE 1/8"=1'-0")
 CERTIFICATE OF AUTHORIZATION #1281
KEITH and SCHNARS, P.A.
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33309-2132 (954)779-1918

STATE OF FLORIDA		
DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN

SHEET NO.
LD-37

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 600-10.01, F.A.C.



IRRIGATION LEGEND

- MAIN LINE PIPE - 2.5' SCHEDULE 40 PVC (18" DEEP MINIMUM)
- 1.5" SEAMLESS HDPE DRIP 'RED STRIPE' CONDUIT
- LATERAL LINE PIPE - SCHEDULE 40 PVC (18" DEEP MINIMUM) SIZE AS SHOWN
- SLEEVES - SCHEDULE 40 PVC (18" DEEP MINIMUM UNDER ROADWAYS) OPEN CUT INSTALLATION, PRIOR TO ROADWAY BASE PREPARATION
- ZONE VALVE NUMBER
- ZONE GPM
- ZONE SIZE
- ⊕ ZONE VALVE/MASTER VALVE
- ⊕ POC PUMP STATION
- ⊕ RAIN-3500T-1.5-179-91-91-540
- ⊕ RAIN-RIT-24T-2-1724-H-180-91-5040
- ⊕ RAIN-1300-ISCST-4X30
- ⊕ RAIN-1800-ISEST-4X15
- ⊕ RAIN-95ST-9X18

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD BRUCE A. FIELD, P.L.A. (0001471)
 CERTIFICATE OF AUTHORIZATION (01321)
KEITH and SCHNARS, P.A.
 6500 N. Andrews Ave., Ft. Lauderdale, FL 33309-2732 (954)776-1818

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
834	BROWARD	431526-1-52-01

IRRIGATION PLAN

SHEET NO.
LD-38

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6000-1.004, F.A.C.

TRAFFIC CONTROL GENERAL NOTES:

GENERAL:

1. **SINGLE LANE CLOSURES:**
LANE CLOSURE SHALL OCCUR ONLY DURING NON-PEAK HOURS ON NON-EVENT DAYS/NIGHTS/WEEKENDS. NON-PEAK HOURS ARE:
9:00 AM TO 3:30 PM - WEEKDAYS.
2. REGULATORY SPEED ESTABLISHED WITHIN WORK ZONE TRAVEL WAY SHALL BE 45 M.P.H., THE SAME AS THE POSTED SPEED, AT ALL TIMES.
3. THE CONTRACTOR SHALL INSTALL ONE PROJECT INFORMATION SIGN PER INDEX 600 APPROXIMATELY 500' BEFORE THE PROJECT BEGIN LIMITS PRIOR TO CONSTRUCTION.

CHANGEABLE (PORTABLE) MESSAGE SIGN MESSAGES:

PCMS TO BE PLACED ON SR-834:

0-14 DAYS PRIOR
TO CONSTRUCTION

CONST
TO BEGIN
XX/XX/XX

MESSAGE

PCMS 1

DURING
LANE CLOSURES

LANE
CLOSED
AHEAD

MESSAGE 1

PCMS 2

EXPECT
DELAYS

MESSAGE 2

ADVANCE CONSTRUCTION NOTICE:

THE CONTRACTOR SHALL FURNISH AND MAINTAIN PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) AT THE BEGINNING OF THIS PROJECT. MESSAGES FOR THE PCMS SHALL BE AS INDICATED ON THIS PLAN OR AS DIRECTED BY THE ENGINEER. THE PCMS SHALL BE IN PLACE TWO (2) WEEKS BEFORE START OF ANY WORK ITEMS AFFECTING THE EXISTING VEHICULAR AND PEDESTRIAN TRAFFIC SR-834.

REVISIONS				ENGINEER OF RECORD: C. BRENN WILSON, P.E. #13447 KEITH and SCHNARS, P.A. ENGINEERS, PLANNERS, SURVEYORS 6508 NORTH ANDREWS AVENUE FORT LAUDERDALE, FLORIDA 33309-2132 1954716-1418 CERTIFICATE OF AUTHORIZATION NO. 1337	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TRAFFIC CONTROL PLAN	SHEET NO. LD-39
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					834	BROWARD	431526-1-52-01		

Sharon

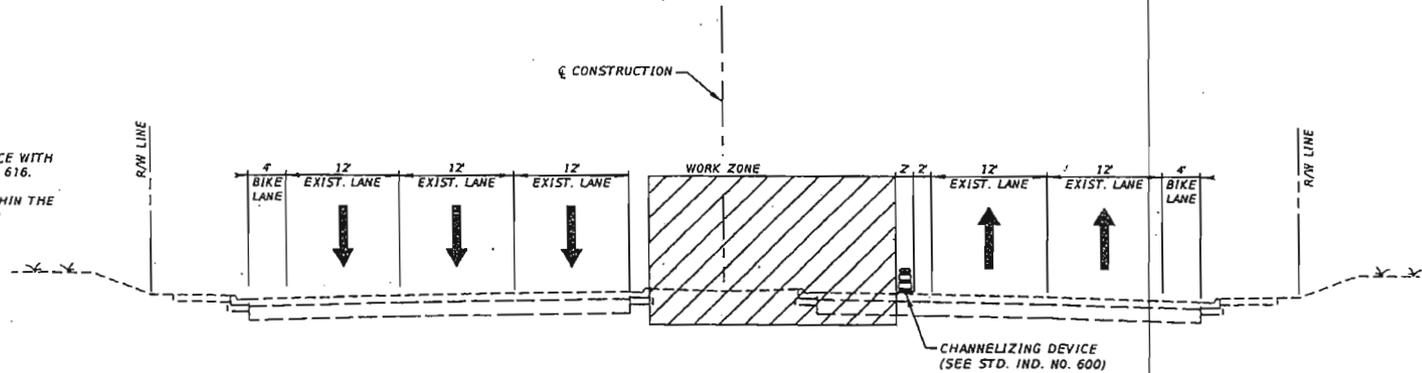
10/22/2014

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PHASE I:

1. MAINTAIN TRAFFIC PATTERNS IN ACCORDANCE WITH FDOT STANDARD INDEX NOS. 600, 613, AND 616.
2. INSTALL LANDSCAPING AND IRRIGATION WITHIN THE MEDIAN AS SHOWN IN THE LANDSCAPE AND IRRIGATION PLANS.



TYPICAL SECTION - PHASE I
 SR 834 (SAMPLE ROAD)
 M.P. 5.03 TO M.P. 7.116

REVISIONS		ENGINEER OF RECORD: C. BRIAN WILSON, P.E. #1148		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		TRAFFIC CONTROL PLAN	SHEET NO. LD-40
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY		
				834	BROWARD	431526-1-52-01	

ENGINEERS, PLANNERS, SURVEYORS
 6500 NORTH ANDREWS AVENUE
 FORT LAUDERDALE, FLORIDA 33309-2132
 (954)776-1600
 CERTIFICATE OF AUTHORIZATION NO. 1337

1.0 SITE DESCRIPTION

1. A. NATURE OF CONSTRUCTION ACTIVITY
THIS PROJECT CONSISTS OF THE INSTALLATION OF LANDSCAPING ITEMS IN SELECTED LOCATIONS ALONG SR 5 FROM MM 90.8 TO MM 97 IN MONROE COUNTY, A DISTANCE OF 6.004 MILES.

1. B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES
1) CLEARING AND GRUBBING
2) INSTALLATION OF LANDSCAPING ITEMS

1. C. AREA ESTIMATES
TOTAL SITE AREA: 5,817,811 SF (129 ACRES)
TOTAL AREA DISTURBED: 163,310 SF (3.75 ACRES)

1. D. RUNOFF COEFFICIENTS
THE LANDSCAPING WORK WILL NOT CHANGE THE RUNOFF COEFFICIENTS BEFORE, DURING OR AFTER; THERE ARE NO ADDITIONAL IMPERVIOUS AREAS BEING ADDED. THE RUNOFF COEFFICIENT IN THE DISTURBED AREAS IS ANTICIPATED TO BE 0.3.

SOILS DATA
URBAN LAND - THIS SOIL IS LOCATED IN AREAS WHERE MORE THAN 85 PERCENT OF THE SURFACE IS COVERED BY STREETS, SIDEWALKS, AND OTHER STRUCTURES. THE NATURAL SOIL CANNOT BE OBSERVED. THE SOILS IN OPEN AREAS, MAINLY VEGETATED HIGHWAY BORDER AREAS HAVE BEEN ALTERED BY LAND GRADING AND SHAPING; AREAS OF THESE SOILS ARE SO SMALL THAT MAPPING THEM SEPARATELY IS IMPRACTICAL. NO CAPABILITY CLASSIFICATION IS ASSIGNED.

1. E. SITE MAP
THE CONSTRUCTION PLANS SERVE AS THE SITE MAP. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW AND ON THE KEY MAP:
DRAINAGE PATTERNS: THE ATTACHED LANDSCAPE PLAN SHEETS SHOW THE INLETS THAT RECEIVE THE STORMWATER FROM THE DISTURBED AREAS, ALL RUNOFF FROM THE PROJECT SITE IS DIRECTED TOWARD INLETS WITHIN THE RIGHT OF WAY FOR TREATMENT WITHIN THE EXISTING SYSTEM. (SEE LANDSCAPE PLANS). APPROXIMATE SLOPES: VARY; HOWEVER, THE EXISTING SLOPES ARE TO REMAIN THE SAME.

AREAS OF SOIL DISTURBANCE: THE AREAS OF SOIL DISTURBANCE ARE SHOWN ON THE LANDSCAPE PLANS.
AREAS NOT TO BE DISTURBED: AREAS OUTSIDE OF THE PROPOSED LANDSCAPED AREAS WILL NOT BE DISTURBED DURING CONSTRUCTION.
LOCATIONS OF TEMPORARY CONTROLS: AT EXISTING INLETS.
LOCATIONS OF PERMANENT CONTROLS: EXISTING CONTROLS REMAIN. INLETS, SWALES, BERMS, WALLS, CURB AND GUTTER, ETC.
AREAS TO BE STABILIZED: ALL DISTURBED AREAS WILL BE PERMANENTLY STABILIZED WITH LANDSCAPING ITEMS.
SURFACE WATERS: N/A
DISCHARGE POINTS TO SURFACE WATERS: VIA SWALES, OUTFALLS AND OVERFLOW.
WETLAND AREAS: THERE ARE NO WETLANDS.

1. F. RECEIVING WATERS: N/A
OUTFALL INFORMATION
LOCATION:
LATITUDE: N/A
LONGITUDE: N/A
RECEIVING WATER NAME: N/A
DRAINAGE AREA: UNKNOWN; HOWEVER, NO CHANGES WILL RESULT FROM THIS PROJECT.

2.0 CONTROLS
2. A. EROSION AND SEDIMENT CONTROLS
IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S CONSTRUCTION PHASING PLAN. THE CONTRACTOR MAY CHOOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THE SECTION 104 EROSION CONTROL PLAN, SUBJECT TO APPROVAL OF THE ENGINEER. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES AND THE NEED FOR BETTER PRACTICES.

CONSTRUCTION ACTIVITIES - GENERAL
THE MAJOR CONTROLS OUTLINED IN THIS SWPPP ARE SEDIMENT AND EROSION CONTROL THROUGH THE PHASING OF THE CONSTRUCTION OPERATION THEREBY LIMITING THE AMOUNT OF ERODIBLE EARTH EXPOSED AT ANY GIVEN TIME. REMOVAL OF EXCESS DIRT ON THE PAVED AREAS AND THE PROTECTION OF THE EXISTING INLETS AND OUTFALLS. MAJOR EROSION PROBLEMS ARE NOT ANTICIPATED DUE TO THE NATURE OF THE PROJECT WORK, GOOD HOUSEKEEPING, EQUIPMENT MAINTENANCE AND WORK PROGRESS ARE INTEGRAL PARTS OF THIS PLAN.

PRIOR TO EXPOSING ERODIBLE EARTH, SILT FENCE WILL BE INSTALLED AT THE COLLECTOR INLETS TO PRECLUDE THE DISCHARGE OF SILT LADEN CONSTRUCTION WATERS INTO THE DRAINAGE SYSTEM.

LANDSCAPING AREAS WILL NOT BE CLEARED UNTIL THE PLANTING MATERIALS ARE AVAILABLE FOR A PARTICULAR SITE. CONTROLLING THE AMOUNT OF ERODIBLE EARTH EXPOSED AT ANY GIVEN TIME WILL REDUCE THE POTENTIAL FOR SEDIMENT TRANSPORT.

PLANTINGS, SODDING AND MULCHING WILL BEGIN WITHIN 7 DAYS OF FINAL GRADING AND SITE PREPARATION ACTIVITIES.

STOCKPILED MATERIALS WILL NOT BE STORED ON SITE FOR MORE THAN 24 HOURS PRIOR TO INSTALLATION NOR WILL THEY BE LOCATED ADJACENT TO WATER BODIES OR INLETS, SHOULD A SITUATION ARISE THAT REQUIRES THE MATERIAL TO BE STOCKPILED FOR MORE THAN 24 HOURS, SEDIMENT CONTROLS WILL BE PROVIDED TO REDUCE THE POTENTIAL FOR SEDIMENT TRANSPORT.

2. A.1 STABILIZATION PRACTICES
STABILIZATION MEASURES WILL BE INITIATED AS SOON AS PRACTICAL BUT IN NO CASE MORE THAN 7 DAYS AFTER CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
TEMPORARY: WATER EXPOSED SOILS, SEED, MULCH AND SOO IN ACCORDANCE WITH STANDARD SPECIFICATIONS SECTION 104.
PERMANENT: MULCH, SOO, SHRUBS AND TREES

2. A.2 STRUCTURAL PRACTICES
SEDIMENT CONTROLS WILL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE THE FOLLOWING:
TEMPORARY: INLET PROTECTION; FILTER FABRIC, SILT FENCE
PERMANENT: EXISTING INLETS, SWALES AND DITCH BLOCKS, BERMS AND WALLS

2. B. STORMWATER MANAGEMENT
THE EXISTING STORMWATER MANAGEMENT DESIGN WILL NOT BE ALTERED.

2. C. OTHER CONTROLS
2. C.1 WASTE DISPOSAL
IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIAL INTO THE SURFACE WATER. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT LIMITS DURING CONSTRUCTION ACTIVITIES.
DISPOSE OF ALL FERTILIZED OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
DISPOSE OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS OR WETLANDS.
DISPOSE OR RECYCLE MATERIALS IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATION.

2. C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL
IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING UNLESS OTHERWISE APPROVED BY THE ENGINEER.
COVER LOADED HAUL TRUCKS WITH TARPULINS.
REMOVE EXCESS DIRT FROM ROADS DAILY.
STABILIZE CONSTRUCTION ENTRANCES ACCORDING TO DESIGN STANDARD 106. (CONSTRUCTION ENTRANCES ARE ALREADY STABILIZED FOR THIS PROJECT.)

2. C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER OR SEPTIC TANK REGULATIONS:
IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH THE APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL AND SANITARY SEWER OR SEPTIC SYSTEMS. ALL SANITARY WASTE WILL BE COLLECTED FROM PORTABLE UNITS BY A LICENSE SANITARY WASTE MANAGEMENT CONTRACTOR AS REQUIRED BY STATE REGULATIONS.

2. C.4 FERTILIZERS OR PESTICIDES:
IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS, PESTICIDES AND HERBICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF EITHER SECTION 570 OF THE SPECIFICATIONS. CONTAINERS WILL BE DISPOSED OF AS REQUIRED BY LOCAL, STATE AND FEDERAL REGULATIONS. RESIDUE FROM APPLICATORS WILL BE DISPOSED OF PROPERLY, NOT POURED INTO THE LAKES, CANALS OR INLETS.
HERBICIDES AND PESTICIDES SHALL BE STORED ONSITE IN THEIR ORIGINAL CONTAINERS WITH PRODUCT LABEL INTACT.

2. C.5 TOXIC SUBSTANCES

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN OF ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE AND DISPOSAL OF THESE SUBSTANCES. ABSORBENT MATERIALS WILL BE KEPT IN THE VEHICLES TO HANDLE ACCIDENTAL SPILLS OR LEAKS FROM VEHICLES AND OTHER EQUIPMENT AND PLASTIC SHEETING SHALL BE AVAILABLE TO PROTECT CONTAMINATED AREAS FROM RAINFALL. THE PROPER AUTHORITIES AT FOOT AND/OR EMERGENCY UNITS SHALL BE CONTACTED SHOULD AN ACCIDENTAL SPILL OCCUR.
CONTRACTOR SHALL PROVIDE A PROJECT SPECIFIC HAZARDOUS MATERIALS SPILL CONTROL PLAN IN ORDER TO ADDRESS THE HANDLING OF HYDROCARBON AND HAZARDOUS MATERIALS.
PETROLEUM PRODUCTS SHALL BE STORED IN COVERED AREAS WITH SECONDARY CONTAINMENT SURROUNDING CONTAINER.
TOXIC HAZARDOUS MATERIALS EXPOSED DURING CONSTRUCTION ACTIVITIES SHALL BE HANDLED AS PER THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

2. D. PERMITS: FOEP NPDES PERMIT

THE CONTRACTOR SHALL APPLY TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE NPDES GENERAL CONSTRUCTION PERMIT PRIOR TO CONSTRUCTION USING AND UPDATING (IF NEEDED) THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP).

3.0 MAINTENANCE
IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL, AT A MINIMUM, COMPLY WITH THE FOLLOWING:

ALL EROSION CONTROL FEATURES WILL BE MAINTAINED TO FUNCTION AS DESCRIBED IN THE SWPPP AND THE FOOT STANDARDS.
FILTER FABRIC: ROUTINELY REMOVE DIRT AND DEBRIS FROM THE FABRIC SO AS NOT TO IMPEDE WATER FLOW. TORN FABRICS WILL BE REPLACED IMMEDIATELY.
SODDING: REPAIR WASHOUTS AND BARE SPOTS IMMEDIATELY.
SILT FENCE: SILT FENCE WILL BE INSTALLED PER FOOT STANDARDS. TORN OR BREACHED FENCE WILL BE REPAIRED IMMEDIATELY. SILT BUILDUP CAUSING EXCESS PONDING WILL BE REMOVED AS NEEDED AND PRIOR TO THE FINAL REMOVAL OF THE SILT FENCE.
BUFFER ZONES: STABILIZE BARE SPOTS.

4.0 INSPECTIONS
QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL WHERE THE SITE HAS BEEN PERMANENTLY STABILIZED. INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO ENSURE THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN. THE FOLLOWING ITEMS WILL BE INSPECTED:

POINTS OF DISCHARGE TO SURFACE WATERS OR WETLANDS.
POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM SEWER SYSTEMS (INLET).
DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
STRUCTURAL CONTROLS FOR EXAMPLE FILTER FABRIC AND SILT FENCE LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE (TRACKING)

5.0 NON-STORMWATER DISCHARGES
IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES SUCH AS THOSE LISTED BELOW (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES.

WATER FROM DUST CONTROL OPERATIONS
EQUIPMENT WASHOUT
IRRIGATION

IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR IS TO CEASE OPERATIONS IN THAT AREA. THE CONTRACTOR SHALL CONTACT MAURICIO GOMEZ, DISTRICT CONTAMINATION IMPACT COORDINATOR AT 304-470-3228.

REVISIONS				LANDSCAPE ARCHITECT OF RECORD (SCALE: 1/8"=1'-0" PER 1/4"=1'-0")		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SHEET NO.	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	STORMWATER POLLUTION PREVENTION PLAN	
						834	BROWARD	431526-1-52-01	LD-41	

KEITH and SCHNARS, P.A.
6300 N. Andrews Ave., Ft. Lauderdale, FL 33308-3132 (954)776-1818

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 6000-1-01, F.A.C.

SECTION No.(s): 86028
S.R. No.(s): 834
FM/PERMIT No: 431526-1-52-01/02
COUNTY: BROWARD

EXHIBIT C

LANDSCAPE IMPROVEMENT MAINTENANCE PLANS

MAINTENANCE PLAN Landscape Improvements

Project State Road No(s): 834 (Sample Road) from State Road 91 (Florida Turnpike)
(M.P. 5.030) to Military Trail (M.P. 7.116)
FM No(s): 431526-1-52-01/02
Maintaining Agency: City of Pompano Beach
RLA of Record: Bruce K. Reed
Date: October 22, 2014

I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Design Standards, FDOT Plans Preparation Manual Vol. I, Chapter 2.11* and *FDOT Standard Specifications for Road and Bridge Construction*, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

OPINION OF CONSTRUCTION COST

Date: 11/25/14
 FPID: 431526-1-52-01/02
 State Road: 834
 Local Name: Sample Rd
 Description: Landscape Improvements
 Phase: Biddability

SYM	DESCRIPTION	SPECIFICATION	UNIT	PRICE	CONTRIBUTION		FDOT CONTRIBUTION		TOTAL QUANTITY	SUB-TOTAL
					QTY	CITY TOTAL	QTY	FDOT TOTAL		
	MOBILIZATION (5%)		LS	\$6.60	1.0	\$8,100.75	1.0	\$8,269.65	1.0	\$16,370.40
	MAINTENANCE OF TRAFFIC (5%)		LS	\$3.30	1.0	\$8,185.20	1.0	\$8,208.15	1.0	\$16,393.35
	WORK ZONE SIGN		EA	\$0.33	350.0	\$115.50	350.0	\$115.50	700.0	\$231.00
	TEMPORARY BARRICADE, TYPE I, II, DI, VP, DRUM, OR LCD		EA	\$0.17	11655.0	\$1,981.35	11655.0	\$1,981.35	23310.0	\$3,962.70
	TEMPORARY BARRICADE, TYPE III, 6'		EA	\$0.35	980.0	\$343.00	980.0	\$343.00	1960.0	\$686.00
	ARROW BOARD / ADVANCE WARNING ARROW PANEL		EA	\$6.39	35.0	\$223.65	35.0	\$223.65	70.0	\$447.30
	HIGH INTENSITY FLASHING LIGHTS, TEMP, TYPE B		EA	\$0.34	140.0	\$47.60	140.0	\$47.60	280.0	\$95.20
	PORTABLE CHANGEABLE MESSAGE SIGN		EA	\$14.07	35.0	\$492.45	35.0	\$492.45	70.0	\$984.90
	MOWING	DURING CONSTRUCTION	AC	\$30.00	40.0	\$1,200.00	41.0	\$1,230.00	81.0	\$2,430.00
	LITTER REMOVAL	DURING CONSTRUCTION	AC	\$20.00	40.0	\$800.00	41.0	\$820.00	81.0	\$1,620.00
	IRRIGATION SYSTEM		LS	\$115,820.85	1.0	\$57,910.43	1.0	\$57,910.43	1.0	\$115,820.85
	LARGE PLANTS									
BN	BISMARKIA NOBILIS (BISMARK PALM)	7FT CT	EA	\$630.00	7	\$4,410.00	7	\$4,410.00	14	\$8,820.00
BS	BURSERIA SIMARUBA (GUMBO LIMBO)	3 IN CAL, 14FT HT	EA	\$525.00	3	\$1,575.00	2	\$1,050.00	5	\$2,625.00
LI	LAGERSTROEMIA-INDICA (CRAPE MYRTLE)	12FT HT, MIN 5 CANES	EA	\$525.00	10	\$5,250.00	10	\$5,250.00	20	\$10,500.00
PE	PTYCHOSPERMA ELEGANS (SOLITAIRE PALM)	12FT HT	EA	\$369.60	11	\$4,065.60	11	\$4,065.60	22	\$8,131.20
PD	PHOENIX DACTYLIFERA 'MEDIJOL'	14 FT CT	EA	\$6,300.00	12	\$75,600.00	13	\$81,900.00	25	\$157,500.00
QV	QUERCUS VIRGINIANA (LIVE OAK)	6 IN CAL, 20FT HT, RPG	EA	\$1,272.00	3	\$3,816.00	3	\$3,816.00	6	\$7,632.00
RE	ROYSTONEA ELATA (ROYAL PALM)	22 FT GREY WOOD.	EA	\$1,647.00	4	\$6,588.00	3	\$4,941.00	7	\$11,529.00
	TREE REMOVAL	10IN CAL, 20FHT	EA	\$800.00	1	\$800.00			1	\$800.00
	SUBTOTAL CONSTRUCTION					\$181,504.53		\$185,074.38		\$366,578.91
	CONTINGENCY (5%)									\$18,328.95
	TOTAL CONSTRUCTION									\$384,907.85

Meeting Date: January 27, 2015

Agenda Item 10

REQUESTED COMMISSION ACTION:

Consent Ordinance 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 CHANGE ORDER NO. 1 IN THE AMOUNT OF \$35,489.31 PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION & DEVELOPMENT, INC. FOR THE INSTALLATION OF WATER COOLERS AND ANCILLARY EQUIPMENT AT POMPANO COMMUNITY PARK TENNIS CENTER; PROVIDING AN EFFECTIVE DATE. (FISCAL IMPACT: \$35,489.31)



Strategy: Great Places GOAL 2.0. Make the City more attractive to residents, visitors and tourists & expand visitor and tourism markets "Initiative 2.13. Improve aesthetic appearance of City facilities"

SUMMARY OF PURPOSE AND WHY:

The 5 existing water coolers (drinking fountains) are proposed to be replaced as well as the addition of 6 new water coolers. Upon excavation of the water piping and electrical conduit it was determined this existing equipment must be replaced based on the dilapidated condition. Additionally, the electrical panel could not facilitate the additional load from the 6 new water coolers; therefore this work also includes a new FPL service/meter and electrical panel box.

The proposed scope of work will include but not be limited to replacing all infrastructures for the new water coolers, including a new FPL service/meter and electrical panel box.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

(1) Origin of request for this action:	Tammy Good
(2) Primary staff contact:	Robert A. McCaughan Public Works Director/ Ext 4506 Tammy Good, Civil Engineer 5512
(3) Expiration of contract, if applicable:	Current contract
(4) Fiscal impact and source of funding:	Tennis Center Court Resurfacing Acct#: 302,7450-572.65-12, With attached budget adjustment. (Cost: \$35,489.31)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	1/16/15	APPROVE	
City Attorney	12/22/14	APPROVE	Memo #2015-388
Finance	1/20/15	APPROVE	
Budget	1-20-15	APPROVE	

Advisory Board
 Development Services Director
 City Manager

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2015-388

December 23, 2014

TO: Tammy Good, PMP, Civil Engineer II

FROM: Mark E. Berman, Assistant City Attorney

RE: Resolution – Change Order No. 1 / Shiff Construction & Development, Inc.

As requested in your memorandum dated December 22, 2014, 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 CHANGE ORDER NO. 1 IN THE AMOUNT OF \$35,489.31 PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION & DEVELOPMENT, INC., FOR INSTALLATION OF A WATERING SYSTEM AND ANCILLARY EQUIPMENT AT POMPANO COMMUNITY PARK TENNIS CENTER; PROVIDING AN EFFECTIVE DATE.

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



MARK E. BERMAN

MEB/jrm
l:cor/engr/2015-388

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 CHANGE ORDER NO. 1 IN THE AMOUNT OF \$35,489.31 PURSUANT TO THE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SHIFF CONSTRUCTION & DEVELOPMENT, INC., FOR INSTALLATION OF A WATERING SYSTEM AND ANCILLARY EQUIPMENT AT POMPANO COMMUNITY PARK TENNIS CENTER; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That a Change Order between the City of Pompano Beach and Shiff Construction & Development, Inc. for installation of a watering system and ancillary equipment at Pompano Community Park Tennis Center, a copy of which Change Order 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 Change Order between the City of Pompano Beach and Shiff Construction & Development, 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



Phone: (954) 786-4061

**City of Pompano Beach
Engineering Department**

Fax: (954) 786-4028

MEMORANDUM NO. 15-44

DATE: December 22, 2014
TO: Gordon B. Linn, Esq., City Attorney
FROM: Tammy Good, PMP, Civil Engineer II 
SUBJECT: Request for Resolution – Issue Change Order #1 to Shiff Construction & Development, Inc. for CIP 12-172 Tennis Center Court Refurbishment

Background:

The Community Park Tennis Center courts are currently being refurbished to include converting the irrigation system to hydro-court irrigation. This scope also includes new canopy structures, and grading of surrounding areas of the courts to facilitate better drainage. Additional scope, and specific to this change order request, all 5 existing water coolers will be replaced with the additional of 6 new water coolers and associated infrastructure. Once the contractor exposed the existing infrastructure for the water coolers, it was determined based on the dilapidated condition of the electrical wiring and conduit that it too must be replaced. The existing electrical panel will not facilitate the new coolers so there will be a new FPL service/meter and electrical panel box installed. After this work is complete, all courts will have an accessible water cooler.

Recommendation:

Please prepare the resolution for Commission consideration to approve change order #1 in the amount of \$35,489.31. I have attached the proposal for this work as backup.

Funding is currently available in CIP 12-172, however a budget adjustment will be required to utilize the appropriate account number.

Thank you



CONTRACT MODIFICATION (CHANGE ORDER)
 CITY OF POMPANO BEACH
 P.O. Drawer 1300
 Pompano Beach, FL 33061

Project Name: Tennis Center Court Rehabilitation Project Number: 12-172 Owner: City of Pompano Beach Contractor: Shiff Construction & Development, Inc.	Contract #: 12-172 Date: December 22, 2014 Change Order #: 1
All items terms and conditions of the original contract dated <u>May 6, 2014</u> remain unchanged and in full force and effect.	

The following modifications to the CONTRACT are hereby ordered:

	<u>CONTRACT AMOUNT</u>		<u>CONTRACT TIME (Calendar Days)</u>
Original	\$ <u>678,244.51</u>	Original Contract Time	<u>180</u> Days
Previous Changes (+/-)	\$ <u>0</u>	Previous Changes (+/-)	<u>0</u> Days
This Change Order (+/-)	\$ <u>35,489.31</u>	This Change Order (+/-)	<u>60</u> Days
Revised Contract Amount	\$ <u>713,733.82</u>	Revised Contract Time	<u>240</u> Days
% change from Original (this CO)	<u>5%</u>	Cumulative COs	<u>5</u> %
Revised Contract Completion Date Is	<u>January 12, 2015</u>		

OWNER	CONSULTANT	CONTRACTOR
City of Pompano Beach	N/A	Shiff Construction & Development, Inc.
P.O. Box 1300		3201 N. Federal Highway
Pompano Beach, FL 33061		Fort Lauderdale, Florida 33306

By: _____	By: _____	By:
City Manager		
Date: _____	Date: _____	Date: <u>12-22-14</u>

CITY ENGINEER	PUBLIC WORKS ADMINISTRATOR	
City of Pompano Beach	City of Pompano Beach	
1201 NE 5 th Avenue	1201 NE 5 th Avenue	
Pompano Beach, FL 33060	Pompano Beach, FL 33060	

By:	By:	By: _____
City Engineer	Public Works Administrator	
Date: <u>12-22-14</u>	Date: <u>12/22/14</u>	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 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"

Shiff Construction & Development, Inc.
(Print name of company)

Witnesses:

[Signature]
[Signature]
No. _____

By: [Signature]
Print Name: JUSTEN SHIFF
Title: PRESIDENT
Business _____ License _____

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 6th day of January, 2015, by Justen Shiff as President of Shiff Construction & Development, 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:

NOTARY PUBLIC-STATE OF FLORIDA
Edliya N. Stanley
Commission # EE123026
Expires: AUG. 23, 2015
BONDED THRU ATLANTIC BONDING CO., INC.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Edliya N. Stanley
(Name of Acknowledger Typed, Printed or Stamped)
EE123026
Commission Number



Work Order Signature Document

NJPA EZIQC Contract No.: FL06-022912-SCD

New Work Order **Modify an Existing Work Order**

Work Order Number:	020312.01	Work Order Date:	
Work Order Title:	Pompano Beach Tennis Courts Renovation Electrical Supplemental		
Owner Name:	City of Pompano Beach	Contractor Name:	Shiff Construction & Development, Inc.
Contact:	Tammy Good	Contact:	Justen Shiff
Phone:	(954) 786-4060	Phone:	954-524-2575

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No FL06-022912-SCD.

Brief Work Order Description:

Install Hydro-Court system at Pompano Beach Tennis Center as well as ancillary equipment.

Time of Performance Estimated Start Date: 12/17/2014
 Estimated Completion Date: 12/24/2014

Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$35,489.31

Owner Purchase Order Number:

Approvals

_____	_____	_____	_____
Owner	Date	Contractor	Date

Detailed Scope of Work

To: Justen Shiff
Shiff Construction & Development, Inc.
3201 N. Federal Highway
Fort Lauderdale, FL 33306
954-524-2575

From: Tammy Good
City of Pompano Beach
100 W ATLANTIC BLVD
POMPANO BEACH, FL
(954) 786-4060

Date Printed: December 16, 2014

Work Order Number: 020312.01

Work Order Title: Pompano Beach Tennis Courts Renovation Electrical Supplemental

Brief Scope: Install Hydro-Court system at Pompano Beach Tennis Center as well as ancillary equipment.

Preliminary

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Provide labor, equipment, materials, and supervision to perform the following scope of work:

SERVICE FOR WATER FOUNTAINS

Supply all conduit, trenching and wiring for 150 Amp service in the tennis court area.

Supply and install 150 Amp NEMA-3R panel with main breaker, circuit breakers, disconnect, and meter panel for the new service.

Supply and install unistrut rack for new panel and disconnect.

Trench and backfill to be ready for sod in area where new service to be installed.

POWER FOR WATER FOUNTAINS

Supply and install all new conduit, wiring, trenching and five (5) stainless steel junction boxes for power to be supplied to water coolers to be replaced. Includes new GFCI outlets, bubble covers and weatherproof boxes.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: December 16, 2014

Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 020312.01
Owner PO #:
Title: Pompano Beach Tennis Courts Renovation Electrical Supplemental
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$35,489.31

26 - Electrical	\$19,642.03
31 - Earthwork	\$15,847.28
Proposal Total	\$35,489.31

Contractor's Price Proposal - Detail

Date: December 16, 2014

Re: IQC Master Contract #: FL06-022912-SCD
 Work Order #: 020312.01
 Owner PO #:
 Title: Pompano Beach Tennis Courts Renovation Electrical Supplemental
 Contractor: Shiff Construction & Development, Inc.
 Proposal Value: \$35,489.31

Sect.	Item	Modifier	UOM	Description	Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)				
26 - Electrical							
1	26 05 19 16 0280		MLF	#1/0 AWG Cable - Type THHN-THWN 600 V Copper, Single Stranded, Placed In Conduit	\$15,766.76		
				Quantity	Unit Price	Factor	Total
			Installation	4.20	x 3,204.43	x 1.1715	= 15,766.76
				estimated quantity of conduit and wire for all new service of water coolers			
2	26 05 29 00 0004		LF	1-5/8" Wide x 1-5/8" High, 14 Gauge, Steel Unistrut Channel	\$196.34		
				Quantity	Unit Price	Factor	Total
			Installation	20.00	x 8.38	x 1.1715	= 196.34
3	26 05 33 13 0881		EA	1" Junction Box With Cast Iron Cover, GUAB, GUAC, GUAL, GUAN, RGS PVC Coated, Urethane Lined	\$433.10		
				Quantity	Unit Price	Factor	Total
			Installation	5.00	x 73.94	x 1.1715	= 433.10
4	26 05 33 13 1038		EA	1" Conduit Union, UNF, RGS PVC Coated, Urethane Lined	\$935.91		
				Quantity	Unit Price	Factor	Total
			Installation	10.00	x 79.89	x 1.1715	= 935.91
				estimation			
5	26 24 16 00 0194		EA	100 A - 20 Circuit Capacity, 120/240 V, 3 Wire, 1 Phase, NEMA 3R, 5, 12 Panelboard, Main Lugs, Unassembled	\$2,025.13		
				Quantity	Unit Price	Factor	Total
			Installation	1.50	x 1,152.44	x 1.1715	= 2,025.13
				(1) 150 AMP panel			
6	26 27 26 00 0009		EA	1 Gang, 20 A, GFI, Duplex Receptacle AssemblyIncludes box, receptacle and cover plate.	\$284.79		
				Quantity	Unit Price	Factor	Total
			Installation	5.00	x 48.62	x 1.1715	= 284.79
				5 GFI outlets			

Subtotal for 26 - Electrical \$19,642.03

Sect.	Item	Modifier	UOM	Description	Line Total		
Labor	Equip.	Material	(Excluded if marked with an X)				
31 - Earthwork							
7	31 23 16 13 0008		CY	Excavation For Trenching By Hand In Loose RockIncludes stockpiling excess materials and trimming sides and bottom of trench.	\$13,172.84		
				Quantity	Unit Price	Factor	Total
			Installation	198.00	x 56.79	x 1.1715	= 13,172.84
				1,500LF Power service, 285'			
8	31 23 16 13 0011		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand	\$2,134.00		
				Quantity	Unit Price	Factor	Total
			Installation	198.00	x 9.20	x 1.1715	= 2,134.00

Contractor's Price Proposal - Detail Continues..

Work Order Number: 020312.01

Work Order Title: Pompano Beach Tennis Courts Renovation Electrical Supplemental

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
31 - Earthwork					
9	31 23 16 13 0019		CY	Load Excess Material by Hand for Removal from Excavation for Trenching	\$540.44
				Installation	
				Quantity	
				19.00 x	
				Unit Price	
				24.28 x	
				Factor	
				1.1715 =	
				Total	540.44
				10% swell factor	
10	31 23 16 13 0025		LF	Direct Burial of Cable or Piping >24" to 36" Deep	\$0.00
				Installation	
				Quantity	
				0.00 x	
				Unit Price	
				3.83 x	
				Factor	
				1.1715 =	
				Total	0.00
Subtotal for 31 - Earthwork					\$15,847.28
Proposal Total					\$35,489.31

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



Subcontractor Listing

Date: December 16, 2014
Re: IQC Master Contract #: FL06-022912-SCD
Work Order #: 020312.01
Owner PO #:
Title: Pompano Beach Tennis Courts Renovation Electrical Supplemental
Contractor: Shiff Construction & Development, Inc.
Proposal Value: \$35,489.31

Name of Contractor	Duties	Amount	%
Fast-Dry Courts	Electrical service supply for fountains	\$0.00	0.00%

Totals: **\$0.00** **0.00%**



**CITY OF POMPANO BEACH
BUDGET ADJUSTMENT**

ORIGINATING DEPT.
Engineering TG

DATE
1/5/2015

ACCOUNT DESCRIPTION	FND	DP	DV	SUB	EL	OB	AVAILABLE FUNDS	CURRENT BUDGET	* INCREASE	* DECREASE	REVISED BUDGET
Park Facility Improvements	001	39	50	572	63	00				25,703	
Transfer to Fund 302	001	99	10	599	91	05			25,703		
07-924 Gen Govt Bldg	302	73	02	530	65	12				10,297	
12-172 Tennis Center Resurfacing	302	74	50	572	65	12			36,000		
Transfer in from 302	302	00	00	381	10	01			25,703		
* USE WHOLE DOLLARS ONLY								TOTAL	36,000	36,000	

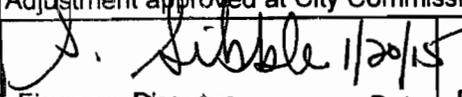
REASON

These funds are required to install new infrastructure for eleven (11) water fountains at Community Park Tennis Center


 Department Head Date 1/16/15

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 1/20/15	Budget Office Date	City Manager Date	AUDITED BY 1/20/15	INPUT BY	CONTROL NO.
--	-------------------------	------------------------	--------------------	----------	-------------

Meeting Date: 1/27/2015

Agenda Item 11

REQUESTED COMMISSION ACTION:

Consent Ordinance 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 JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE WILDLIFE MANAGEMNT PLAN AT THE POMPANO BEACH AIR PARK; PROVIDING AN EFFECTIVE DATE. (NO FISCAL IMPACT AT THIS TIME)

SUMMARY OF PURPOSE AND WHY:

The Federal Aviation Administration (FAA) recommends that public-use airport operators who receive Federal grant-in-aid assistance implement standards and practices which discourage attracting hazardous wildlife on or near public-use airports. The development of a Wildlife Management Assessment is the first step in identifying potential hazards in the development of a Wildlife Management Plan. The assessment includes a comprehensive review of wildlife on and in the vicinity of the Air Park and development of recommendations to reduce the identified wildlife hazard attractants. Staff is requesting City Commission approval to accept the Grant funds from FDOT for this Plan. Total cost will be \$166,660, City's share will be \$8,333.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Steven Rocco
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097
Steven Rocco, Air Park Manager 4129
- (3) Expiration of contract, if applicable: February 27, 2017
- (4) Fiscal impact and source of funding: No fiscal impact at this time

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>1/16/15</u>	APPROVE	<u>Robert A. McCaughan</u>
Finance	<u>1/16/15</u>	APPROVE	<u>S. Sibbler</u>
City Attorney	<u>1/20/15</u>	APPROVE	<u>Robert Rocco</u>
Budget	<u>1-20-15</u>	APPROVE	<u>[Signature]</u>

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-413

January 5, 2015

TO: Steven Rocco, Air Park Manager

FROM: Gordon B. Linn, City Attorney

RE: Resolution – FDOT Joint Participation Agreement
Wildlife Management Plan

As requested in your memorandum dated December 17, 2014, received in our office on December 29, 2014, Air Park Memorandum No. 2015-0004, 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 PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE WILDLIFE MANAGEMENT PLAN 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/2015-413

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 PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE WILDLIFE MANAGEMENT PLAN 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

725-030-06
PUBLIC TRANSPORTATION
OGC - 1/14
Page 1 of 14

Financial Project No.: <u>434601-1-94-01</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DPTO</u> Function: <u>637</u> Federal No.: _____ DUNS No.: <u>80-939-7102</u> Agency DUNS No.: _____	FLAIR Approp.: <u>088719</u> FLAIR Obj.: <u>750004</u> Org. Code: <u>55042010429</u> Vendor No.: <u>VF596000411033</u> CSFA Number: <u>55.004</u> CSFA Title: <u>Aviation Grant Program</u>
Contract No.: _____ CFDA Number: _____ CFDA Title: _____		

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. The Department and Agency agree that all terms of this Agreement will be completed
on or before 1/31/2017 and this Agreement will expire unless a time extension is provided
in accordance with Section 16.00.

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

Wildlife Management Plan at Pompano Beach Airpark

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 \$ 166,666.00. 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 \$ 8,333.00 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 15.00 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.

5.00 Project Budget and Payment Provisions:

5.10 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.

5.20 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.

6.00 Accounting Records:

6.10 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.

6.30 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.

6.40 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.

6.50 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.

6.60 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.

6.61 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.

6.62 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 6.62 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 the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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 6.62 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:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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 the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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 the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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 6.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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.

6.63 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.

6.64 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.

6.65 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.

7.00 Requisitions and Payments:

7.10 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, 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 6.10 hereof) to justify and support the payment requisitions.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.20 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:

7.21 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;

7.22 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;

7.23 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;

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

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

7.26 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."

7.30 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.

7.40 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.

8.00 Termination or Suspension of Project:

8.10 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 7.21 to 7.26 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.

8.11 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.

8.12 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.

9.00 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.

10.00 Contracts of the Agency:

10.10 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 7.23. 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.

10.20 Procurement of Personal Property and Services

10.21 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.

10.22 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 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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.*)

10.40 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.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 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.

11.20 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.

11.30 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.

11.40 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.

11.50 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.

11.60 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.

12.00 Miscellaneous Provisions:

12.10 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.

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

12.30 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.

12.40 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.

12.50 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.

12.60 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.

12.70 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.

12.71 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.

12.80 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.

12.90 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.

13.00 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.

14.00 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.

15.00 Appropriation of Funds:

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

15.20 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."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 1/31/2017. 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 Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 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.

17.00 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.

18.00 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.

19.00 Restrictions on Lobbying:

19.10 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.

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

20.00 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.

21.00 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.

22.00 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.

23.00 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.

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

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:

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

Financial Project No. 434601-1-94-01

Contract No. _____

Agreement Date _____

EXHIBIT "A"
PROJECTS 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
1001 Northeast 10th Street Pompano Beach, FL 33060
referenced by the above Financial Project Number.

PROJECT LOCATION:

Pompano Beach Airpark

PROJECT DESCRIPTION:

Wildlife Management Plan

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 6.60 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.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Financial Project No. 434601-1-94-01
 Contract No. _____
 Agreement Date _____

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:			\$ 166,666.00
<hr/>				
	TOTAL PROJECT COST:			\$ 166,666.00
II.	PARTICIPATION:			
	Maximum Federal Participation			
	FAA	(90 %)	or	\$ 150,000.00
	Agency Participation			
	In-Kind	(5 %)	or	\$ 8,333.00
	Cash	(%)	or	\$
	Other	(%)	or	\$
	Maximum Department Participation,			
	Primary			
	DPTO	(5 %)	or	\$ 8,333.00
	Federal Reimbursable	(%)	or	\$
	Local Reimbursable	(%)	or	\$
<hr/>				
	TOTAL PROJECT COST:			\$ 166,666.00

Financial Project No. 434601-1-94-01

Contract No. _____

Agreement Date _____

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.

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

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.

EXHIBIT "C" AVIATION PROGRAM ASSURANCES

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

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

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. 434601-1-94-01

Contract No. _____

Agreement Date _____

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

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$

Compliance Requirements

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Assistance (Number & Title)</u>	<u>Amount</u>
Florida Department of Transportation	55.004	\$8,333.00

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

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
		\$

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: January 27, 2015

Agenda Item 12

REQUESTED COMMISSION ACTION:

Consent Ordinance 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 KIMLEY-HORN AND ASSOCIATES, INC. FOR RELOCATION OF TAXIWAY DELTA; PROVIDING AN EFFECTIVE DATE. (FISCAL IMPACT: \$59,227)

SUMMARY OF PURPOSE AND WHY:

RLI E-61-14 advertised for design services for the relocation of Taxiway Delta at Pompano Beach Airpark (PMP). The relocation is needed to correct the current separation distance between the taxiway and the primary parallel Runway 15-33. The existing centerline-to-centerline separation is 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. The project is estimated to be in excess of \$3,000,000.00 construction cost.

 Accomplishing this item supports achieving initiative "6.2. Ensure the Air Park has the capacity to manage an increase in Tourism" identified in the City's: Superior Capacity 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
Tammy Good, Civil Engineer /5512
- (3) Expiration of contract, if applicable: February 2, 2016
- (4) Fiscal impact and source of funding: Fiscal Impact: \$59,227.00-CIP# 14-247, FDOT Grant (\$236,905)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>1/16/15</u>	APPROVE	<u>Robert A. McCaughan</u>
Finance	<u>1/16/15</u>	APPROVE	<u>S. Sibbles</u>
City Attorney	<u>01/14/15</u>	APPROVE	<u>Memo# 2015-453</u>
Budget	<u>1-20-15</u>	APPROVE	<u>[Signature]</u>

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2015-453

January 14, 2015

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

FROM: Jill R. Mesojedec, FRP, Paralegal

VIA: Gordon B. Linn, City Attorney *GBL*

RE: Resolution – Contract for Consulting/Professional Services Relating to Relocation of Taxiway Delta

As requested in your email of January 14, 2015, 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 KIMLEY-HORN AND ASSOCIATES, INC. FOR RELOCATION OF TAXIWAY DELTA; PROVIDING AN EFFECTIVE DATE.

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

Jill R. Mesojedec

JILL R. MESOJEDEC

/jrm
l:cor/engr/2015-453

Attachment

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 KIMLEY-HORN AND ASSOCIATES, INC. FOR RELOCATION OF TAXIWAY DELTA; 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 Kimley-Horn and Associates, Inc. for relocation of Taxiway Delta, 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 Kimley-Horn and 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

*CITY OF POMPANO BEACH,
FLORIDA*

CONSULTANT AGREEMENT

with

Kimley-Horn and Associates, Inc.



***CONTRACT FOR PROFESSIONAL DESIGN SERVICES
For
Relocation of Taxiway Delta***

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and Kimley-Horn and 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 No E-61-14 attached hereto as Exhibit A and incorporated herein in its entirety.

The Consultant's representative shall be Gary Ratay

The CITY's representative shall be City Engineer or designee,

ARTICLE 2 – SCHEDULE/PERIOD OF SERVICE

The CONSULTANT shall commence services on February 2, 2015 and complete all services by February 2, 2016.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit A.

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 \$296,132.00.]

[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 Two Hundred Ninety-Six Thousand One Hundred Thirty-Two Dollars (\$296,132.00). 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 N/A Dollars (\$N/A) 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 C.

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 in the performance of the 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.

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:

Kimley-Horn and Associates, Inc.
600 North Pine Island Road / Suite 450
Plantation, FL 33324

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:

Claudette Smith

Signature

Claudette Smith

Name Typed, Printed or Stamped

Kimley-Horn and Associates, Inc.

By: Gary R. Batacy
Signature

GARY R BATACY
Name Typed, Printed or Stamped

Title: SENIOR ASSOCIATE

Address: 600 NORTH PINE ISLAND ROAD
PLANTATION, FLORIDA
33324

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of January, 2015 by Gary R. Batacy, on behalf of Kimley-Horn. He/she is personally known to me or who has produced (type of identification) as identification.

NOTARY'S SEAL:

Linda Reid
NOTARY PUBLIC, STATE OF FLORIDA

Linda Reid
(Name of Acknowledger Typed, Printed or Stamped)

EE217573
Commission Number





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.

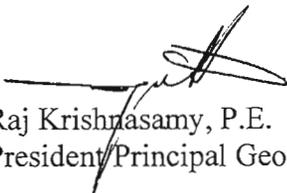
SCHEDULE AND AUTHORIZATION

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

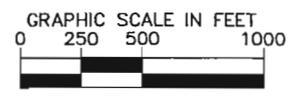
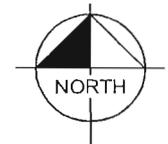
Attachments: 1. Fee Estimate

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

Plotted By: Parham, Cody Sheet Set: K16 Layout: SURVEY LIMITS April 11, 2014 11:15:37am C:\MCorey\Map Taxway Delta Relocation\CADD\Survey Exhibit.dwg



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

<p>Kimley-Horn and Associates, Inc. 800 NORTH PALM BLVD. SUITE 400, PALM BEACH, FL 33411 PHONE: 561-833-3100 WWW.KIMLEY-HORN.COM</p>		No. _____ REVISIONS _____ DATE _____
LICENSED PROFESSIONAL _____ FLORIDA LICENSE NUMBER _____ _____ DATE _____		RMA PROJECT _____ DATE 4/10/2014 SCALE AS SHOWN DESIGNED BY LAC DRAWN BY CTP CHECKED BY LAC DATE _____
RELOCATION OF TAXIWAY DELTA PREPARED FOR POMPANO BEACH AIRPARK FLORIDA		
SHEET NUMBER 1		



MEMORANDUM

Development Services

ADMINISTRATIVE REPORT NO. 15-023

DATE: January 14, 2015
TO: Gordon Linn, City Attorney
VIA: Robin M. Bird, Development Services Director *RS*
FROM: Karen Santen, Grants Coordinator *KLS*
RE: Request for Resolution- 2015 Transportation Alternatives Program Grant

The City of Pompano Beach is preparing to submit a proposal for a Transportation Alternatives Program grant by the Florida Department of Transportation. It is preferred that cities submit a resolution from the City Commission supporting the proposal and authorizing staff to submit an application. We are still developing our proposal, however a brief description is provided below. A copy of the grant application is enclosed. Please prepare the appropriate resolution. For your convenience, we have drafted a sample resolution of support. I am sending an electronic copy to Jill Mesojedec and Gordon Linn.

If you need additional information or have any questions, please contact me at extension 4640.

Thank you.

The City of Pompano Beach proposes to modify and construct the intersection of Dixie Highway and NE 3 Street/Hammondville Road and the intersection of Atlantic Boulevard and NE 1 Avenue/ SW 1 Avenue. Intersection improvements include approved Florida Department of Transportation **PATTERNED/TEXTURED PAVEMENT** to delineate crosswalk areas and the center of each intersection demarcating arrival points as defined in the City's 2010 Downtown Connectivity Plan. In addition, the project entails excavation and hauling away existing asphalt materials; strengthening the roadway cross section to house the patterned material(s) (i.e., replacement of existing subgrade and limerock, etc.); installation of a landscape theme (trees, palms, groundcovers, etc.) and artwork fitting with the rest of the improvements; conforming civil and traffic engineering services and maintenance of traffic plans; and, power wash, prime, paint, and Ospho rust treatment to traffic signal mast arms as required. Each affected area covers +/- 14,000 square feet of roadway.





City Attorney's Communication #2015-463
January 21, 2015

TO: Karen Santen, Development Services, Grants Coordinator
FROM: Gordon B. Linn, City Attorney
RE: Resolutions – Transportation Alternatives Program Grant

As requested, please find attached the following revised Resolutions:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE SUBMITTAL OF A TRANSPORTATION ALTERNATIVES PROGRAM GRANT PROPOSAL TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, TO MODIFY AND CONSTRUCT THE INTERSECTION OF DIXIE HIGHWAY AND NE 3RD STREET/HAMMONDVILLE ROAD; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE SUBMITTAL OF A TRANSPORTATION ALTERNATIVES PROGRAM GRANT PROPOSAL TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, TO MODIFY AND CONSTRUCT THE INTERSECTION OF ATLANTIC BOULEVARD AND NE 1ST AVENUE/SW 1ST AVENUE; PROVIDING AN EFFECTIVE DATE.

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



GORDON B. LINN

/jrm
l:cor/dev-srv/2015-463

Attachments

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE SUBMITTAL OF A TRANSPORTATION ALTERNATIVES PROGRAM GRANT PROPOSAL TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, TO MODIFY AND CONSTRUCT THE INTERSECTION OF ATLANTIC BOULEVARD AND NE 1ST AVENUE/SW 1ST AVENUE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, transportation is important to our community; and

WHEREAS, the City of Pompano Beach desires to apply for a Department of Transportation grant also known as Transportation Alternatives Program (TAP), to provide monies to modify and construct the intersection of Atlantic Boulevard and NE 1st Avenue/SW 1st Avenue; now, therefore,

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

SECTION 1. That City Commission hereby approves an application for a Transportation Alternatives Program grant proposal for enhancements to the intersection of Atlantic Boulevard and NE 1st Avenue/SW 1st Avenue.

SECTION 2. That the proper city officials are hereby authorized to submit the grant application.

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



D
Loga

General Information:

Project Title: [Click here to enter text](#)
Project Sponsor (municipal, county, state, or federal agency, or tribal council): [Click here to enter text](#)
Contact Person: [Click here to enter text](#) Title: [Click here to enter text](#)
Email: [Click here to enter text](#)
Sponsor Address: [Click here to enter text](#)
City: [Click here to enter text](#) Zip: [Click here to enter text](#)
Priority (relative to other applications submitted by the Project Sponsor): [Click here to enter text](#)
Name of Applicant (If other than Project Sponsor): [Click here to enter text](#)

The applicant

- | | |
|---|---|
| <input type="checkbox"/> seeks project-specific LAP Certification | <input type="checkbox"/> is currently LAP Certified |
| <input type="checkbox"/> has never been LAP Certified | <input type="checkbox"/> has been LAP certified in the last 5 years |

1 Qualifying Activities:

Check the transportation alternatives activity that the proposed project will address. Please check **one** activity that represents the majority of the work proposed. (Note: Checking more activities does not ensure or increase eligibility.) Eligible activities must be consistent with details described under 23 U.S.C. 213(b).

- Construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990
- Construction of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
- Construction of turnouts, overlooks, and viewing areas
- Inventory, control, or removal of outdoor advertising
- Historic preservation and rehabilitation of historic transportation facilities
- Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control

- Archaeological activities relating to impacts from implementation of a transportation project eligible under title 23
- Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
 - address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in sections 133(b)(11), 328(a), and 329 of title 23; or
 - reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
- The safe routes to school program under section 1404 of the SAFETEA-LU note, Florida's Safe Routes to School Infrastructure application must accompany this application to be considered for funding.
 - infrastructure-related projects on any public road or any bicycle or pedestrian pathway or trail in the vicinity of schools that will substantially improve the ability of students to walk and bicycle to school, including sidewalk improvements, traffic calming and speed reduction improvements, pedestrian and bicycle crossing improvements, on-street bicycle facilities, off-street bicycle and pedestrian facilities, secure bicycle parking facilities, and traffic diversion improvements in the vicinity of schools.
 - Application is attached
 - Noninfrastructure-related activities to encourage walking and bicycling to school, including public awareness campaigns and outreach to press and community leaders, traffic education and enforcement in the vicinity of schools, student sessions on bicycle and pedestrian safety, health, and environment, and funding for training, volunteers, and managers of safe routes to school programs.
- Constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2 Project Description: (all of the following items are required - applications without this information will not be reviewed)

Road Name:

Road Number: Local Road State Road

Project Limits: Begin: End:

Begin Project Mile Post (MP): End Project MP:

A location map with an aerial view is attached. (Location_Map.pdf)

(a) What is the scope of work for the project and where is the project located (what are the termini)?

A more detailed scope of work is attached. (Use attached Scope.doc)

- (b) Summarize any special characteristics of project. Include a Typical Section depicting existing and proposed features and dimensions and right of way lines
- Typical section is attached (Typical_Section.pdf)

(Please describe your Typical Section here)

- (c) **Right-of-Way acquisition is NOT permitted for Transportation Alternatives projects.** Describe the project's existing Right-of-Way ownerships. This description shall identify when the Right-of-Way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys, easements).
- No Right-of-Way acquisition is proposed

(Please describe existing Right-of-Way ownerships here)

- (d) Display the existing ownership with Right-of-Way maps to verify that all proposed work is within existing Right-of-Way currently owned by the Project Sponsor. Provide required right-of-way documentation (Right-of-Way.pdf):
- Right-of-Way maps are attached
- Plats, deeds, prescriptions, certified surveys, and/or easements are attached

- (e) Describe any related project work phases that are already complete or currently underway.
- This is not a phased project
- Previous phases of this project were constructed as LAP projects or JPA using FM numbers

(Please type your description here)

- (f) Provide detailed project cost estimate. Estimate shall be broken down to FDOT typical pay items to allow for verification of eligible project costs. **Estimates are to be prepared and signed by a Professional Engineer from the Local Agency's Engineering office.**

Use the following links to access the basis of estimates manual as well as historical cost information for your area:

[Basis of Estimates Manual](#)

[Historical Cost Information](#)

- A detailed cost estimate is attached (Use attached Estimate.xlsx)

- (g) Other specific project information that should be considered.

(Please type your description here)

3 Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the Agency must be certified to administer Federal Aid projects in accordance with the Department's **Local Agency Program Manual (topic no. 525-010-300)**. Web site: www.dot.state.fl.us/projectmanagementoffice/lap/default.htm

- Design to be conducted by in-house staff
- Design to be conducted by FDOT pre-qualified consultant ⁽¹⁾ ⁽²⁾
- Design to be conducted by non-FDOT pre-qualified consultant ⁽²⁾
- CEI to be conducted by in-house staff
- CEI to be conducted by FDOT pre-qualified consultant ⁽¹⁾ ⁽²⁾
- CEI to be conducted by non-FDOT pre-qualified consultant ⁽²⁾

⁽¹⁾ FDOT pre-qualified consultants must be used on all design and CEI work for critical projects (a project is considered critical when it features a structure, has a budget greater than \$10 million and/or is on the State Highway System (SHS))

⁽²⁾ Design consultant and CEI consultant shall not be the same.

- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

(Please type your description here)

- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.

(Please type your description here)

- (d) Describe source of matching funds and any restrictions on availability.

(Please type your description here)

- (e) Other specific implementation information that should be considered.

(Please type your description here)

4 Cost Estimate:

The total amount of Transportation Alternative Program (TAP**) funds requested per projects (infrastructure) must be in excess of \$250,000 with a maximum of \$1,000,000 (though some T/MPO's may choose to use a lesser upper limit). Transportation Alternative Program funds will be used to fund Construction, Construction Engineering and Inspection Activities (CEI), and FDOT In-House Support Activities. Local Funds (LF) will be used for all non-participating items, contingency activities, and any costs in excess of the awarded alternatives (TAP) allocation.

Total Construction Cost Estimate: This is the total project construction cost estimate including all alternatives related items and any additional scope of work being identified.

Item Description	Cost \$
*(A) Total Construction Cost Estimate ⁽¹⁾	\$0
*(B) Cost Estimate of Eligible (participating) items ⁽²⁾	\$0

Funding Breakdown	Fund Source	Cost \$
*(C) FDOT In-House Design Support (phase 31) ⁽³⁾	TAP	\$5,000.00
*(D) (Critical projects only) FDOT In-House Design Support (phase 31) ⁽³⁾	TAP	\$0
*(E) FDOT In-House Construction Support (phase 61) ⁽³⁾	TAP	\$5,000.00
*(F) (Critical projects only) FDOT In-House Construction Support (phase 61) ⁽³⁾	TAP	\$0
*(G) TAP funds requested for Construction (phase 58)	TAP	\$0
*(H) Local Funds for Construction and Contingency (phase 58)	LF	\$0
*(I) Local Funds for Contingency (required)	LF	\$0
*(J) CEI (phase 68 - optional) ⁽⁴⁾	TAP	\$0
*(K) Construction Engineering & Inspection Activities (CEI) ⁽⁴⁾	LF	\$0
*(L) Transit Related projects FTA 10% administrative fees ⁽⁵⁾	LF	\$0
*(M) FDOT Oversight CEI (3% of TOTAL Construction Cost) (phase 62) ⁽⁶⁾	TAP	\$0

Funding Summary	
*(N) Total TAP funds	\$0
*(O) Total LF funds	\$0
*(P) Total Funds	\$0

*Letters before the descriptions in the cost estimate above relate to the detailed cost estimate spreadsheet (Cost_Estimate.xlsx) and should match the corresponding figures exactly.

** Use of the term TAP represents the actual funding codes of TALT, TALU and TALL.

Notes:

- (1) The Total Construction Cost Estimate in this field must be equal to the Total Construction Cost Estimate from the attached detailed project cost estimate.
- (2) Cost Estimate of Eligible (participating) items must be equal to the Subtotal FHWA Participating from the attached detailed project cost estimate.
- (3) FDOT In-House Design and Construction Support must be included in TAP funds for an amount no less than \$5,000, an additional \$2,000 is required for critical projects. This is a required item.
- (4) It is strongly recommended that the applicant allocates a nominal amount for CEI. In the event that the project is programmed without any request for Phase 68 funding, there is no opportunity to allocate CEI funds based on bid savings.
- (5) Any required Federal Transit Authority (FTA) administrative fees must be included in Local Funds.
- (6) FDOT Oversight CEI must be included in TAP funds and be equal to 3% of the Total Construction Cost Estimate.

5 Certification of Project Sponsor:

I hereby certify that the proposed project herein described is supported by _____ (municipal, county, state or federal agency, or tribal council) and that said entity will: (1) provide any required funding match; (2) enter into a LAP and maintenance agreement with the Florida Department of Transportation; (3) comply with the Federal Uniform Relocation Assistance and Acquisition Policies Act for any Right of Way actions required for the project, (4) comply with NEPA process prior to construction, this may involve coordination with the State Historic and Preservation Office (SHPO) prior to construction. (Not at time of application) and (5) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs and/or failure to follow through on the project once programmed in the Florida Department of Transportation's Work program included herein are reasonable. I understand that significant increases in these costs could cause the project to be removed from the Work Program and/or significantly increase the local agency match required.

Signature

Name (please type or print)

Title

Date

FOR FDOT USE ONLY		
Application Complete	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Project Eligible	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Implementation Feasible	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Include in Work Program	<input type="checkbox"/> Yes	<input type="checkbox"/> No

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AUTHORIZING THE SUBMITTAL OF A TRANSPORTATION ALTERNATIVES PROGRAM GRANT PROPOSAL TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, TO MODIFY AND CONSTRUCT THE INTERSECTION OF DIXIE HIGHWAY AND NE 3 STREET/HAMMONDVILLE ROAD PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why: The Development Services Department is partnering with the Community Redevelopment Agency (CRA) to submit a request for grant funding from the FDOT Transportation Alternatives Program (TAP). The project scope includes modification and construction to the intersection of Dixie Highway and NE 3 Street/Hammondville Road/ Martin Luther King Jr. Blvd. This project has been recommended by the CRA in its Connectivity Plan. If approved, the improvements will be funded in the FY2018 Schedule. The project details for the submittal are currently under development and will be prepared by the February 4, 2015 application deadline.

A second TAP application is being submitted for the intersection of Atlantic Boulevard and NE 1 Avenue/SW 1 Avenue.



Accomplishing this item supports achieving initiative 5.3.2 "Identify grant funding opportunities for Martin Luther King Jr. Boulevard" identified in the City's Strategic Plan.

- (1) Origin of request for this action: Development Services and the CRA
- (2) Primary staff contact: Robin M. Bird/Jennifer Gomez, Horacio Danovich Ext. 4640
- (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	1/15/2015	Approval	<i>[Signature]</i>
City Attorney	1/20/2015		CAC#2015-463 <i>[Signature]</i>

[Signature]
 City Manager

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1 st Reading	1 st Reading	Results:	Results:
_____	_____	_____	_____
2 nd Reading	_____	_____	_____
_____	_____	_____	_____

ADMINISTRATIVE REPORT NO. 15-023

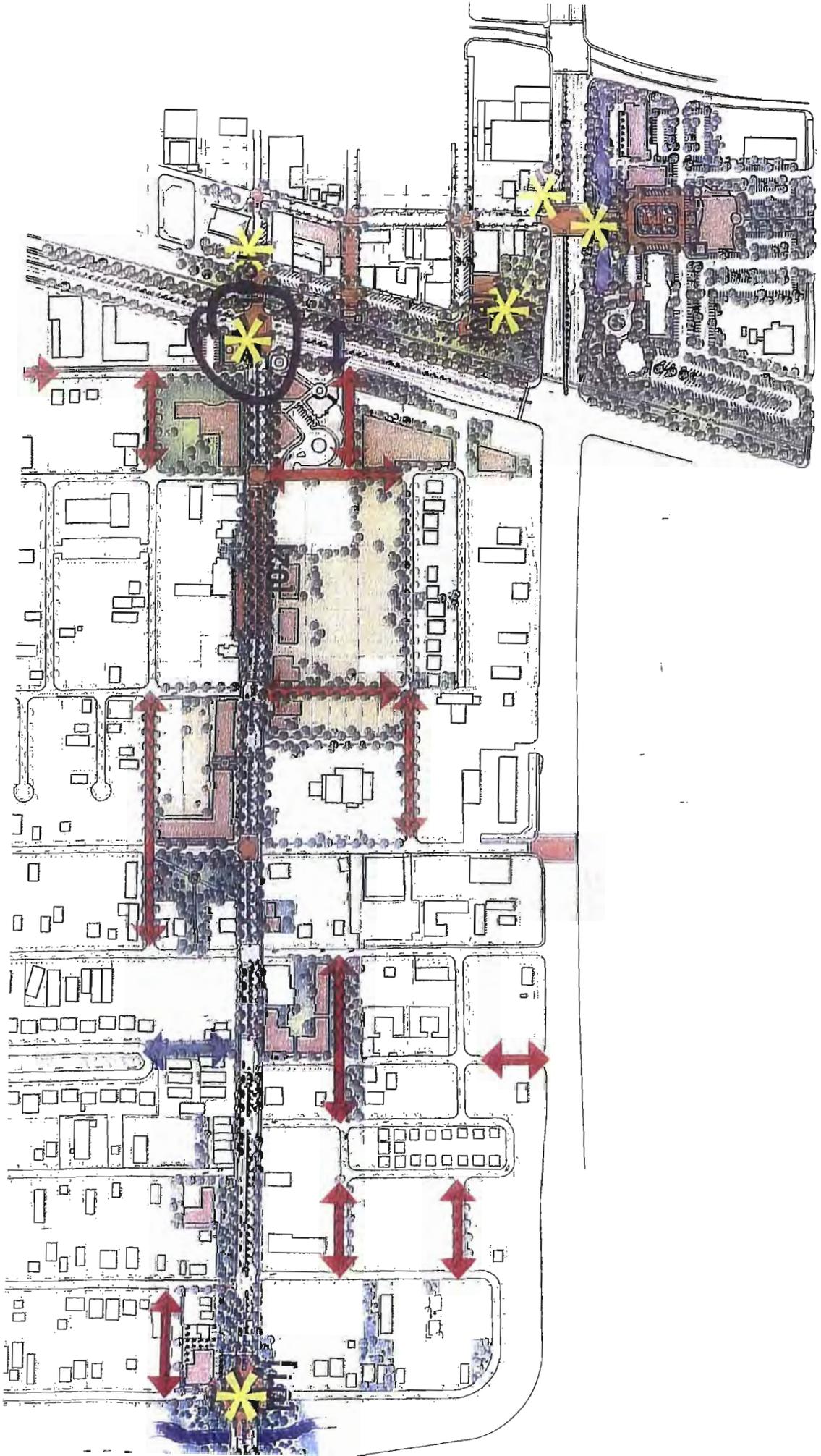
DATE: January 14, 2015
TO: Gordon Linn, City Attorney
VIA: Robin M. Bird, Development Services Director *RB*
FROM: Karen Santen, Grants Coordinator *KS*
RE: Request for Resolution- 2015 Transportation Alternatives Program Grant

The City of Pompano Beach is preparing to submit a proposal for a Transportation Alternatives Program grant by the Florida Department of Transportation. It is preferred that cities submit a resolution from the City Commission supporting the proposal and authorizing staff to submit an application. We are still developing our proposal, however a brief description is provided below. A copy of the grant application is enclosed. Please prepare the appropriate resolution. For your convenience, we have drafted a sample resolution of support. I am sending an electronic copy to Jill Mesojedec and Gordon Linn.

If you need additional information or have any questions, please contact me at extension 4640.

Thank you.

The City of Pompano Beach proposes to modify and construct the intersection of Dixie Highway and NE 3 Street/Hammondville Road and the intersection of Atlantic Boulevard and NE 1 Avenue/ SW 1 Avenue. Intersection improvements include approved Florida Department of Transportation PATTERNED/TEXTURED PAVEMENT to delineate crosswalk areas and the center of each intersection demarcating arrival points as defined in the City's 2010 Downtown Connectivity Plan. In addition, the project entails excavation and hauling away existing asphalt materials; strengthening the roadway cross section to house the patterned material(s) (i.e., replacement of existing subgrade and limerock, etc.); installation of a landscape theme (trees, palms, groundcovers, etc.) and artwork fitting with the rest of the improvements; conforming civil and traffic engineering services and maintenance of traffic plans; and, power wash, prime, paint, and Ospho rust treatment to traffic signal mast arms as required. Each affected area covers +/- 14,000 square feet of roadway.





City Attorney's Communication #2015-463

January 21, 2015

TO: Karen Santen, Development Services, Grants Coordinator
FROM: Gordon B. Linn, City Attorney
RE: Resolutions – Transportation Alternatives Program Grant

As requested, please find attached the following revised Resolutions:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE SUBMITTAL OF A TRANSPORTATION ALTERNATIVES PROGRAM GRANT PROPOSAL TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, TO MODIFY AND CONSTRUCT THE INTERSECTION OF DIXIE HIGHWAY AND NE 3RD STREET/HAMMONDVILLE ROAD; PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE SUBMITTAL OF A TRANSPORTATION ALTERNATIVES PROGRAM GRANT PROPOSAL TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, TO MODIFY AND CONSTRUCT THE INTERSECTION OF ATLANTIC BOULEVARD AND NE 1ST AVENUE/SW 1ST AVENUE; PROVIDING AN EFFECTIVE DATE.

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

GORDON B. LINN

/jrm
l:cor/dev-srv/2015-463

Attachments

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 SUBMITTAL OF A TRANSPORTATION ALTERNATIVES PROGRAM GRANT PROPOSAL TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, TO MODIFY AND CONSTRUCT THE INTERSECTION OF DIXIE HIGHWAY AND NE 3RD STREET/HAMMONDVILLE ROAD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, transportation is important to our community; and

WHEREAS, the City of Pompano Beach desires to apply for a Department of Transportation grant also known as Transportation Alternatives Program (TAP), to provide monies to modify and construct the intersection of Dixie Highway and NE 3rd Street/Hammondville Road; now, therefore,

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

SECTION 1. That City Commission hereby approves an application for a Transportation Alternatives Program grant proposal for enhancements to the intersection of Dixie Highway and NE 3rd Street/Hammondville Road.

SECTION 2. That the proper city officials are hereby authorized to submit the grant application.

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

General Information:

Project Title: [Click here to enter text](#)

Project Sponsor (municipal, county, state, or federal agency, or tribal council): [Click here to enter text](#)

Contact Person: [Click here to enter text](#) Title: [Click here to enter text](#)

Email: [Click here to enter text](#)

Sponsor Address: [Click here to enter text](#)

City: [Click here to enter text](#) Zip: [Click here to enter text](#)

Priority (relative to other applications submitted by the Project Sponsor): [Click here to enter text](#)

Name of Applicant (If other than Project Sponsor): [Click here to enter text](#)

The applicant

- | | |
|---|---|
| <input type="checkbox"/> seeks project-specific LAP Certification | <input type="checkbox"/> is currently LAP Certified |
| <input type="checkbox"/> has never been LAP Certified | <input type="checkbox"/> has been LAP certified in the last 5 years |

1 Qualifying Activities:

Check the transportation alternatives activity that the proposed project will address. Please check **one** activity that represents the majority of the work proposed. (Note: Checking more activities does not ensure or increase eligibility.) Eligible activities must be consistent with details described under 23 U.S.C. 213(b).

- Construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990
- Construction of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
- Construction of turnouts, overlooks, and viewing areas
- Inventory, control, or removal of outdoor advertising
- Historic preservation and rehabilitation of historic transportation facilities
- Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control

- Archaeological activities relating to impacts from implementation of a transportation project eligible under title 23
- Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
 - address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in sections 133(b)(11), 328(a), and 329 of title 23; or
 - reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
- The safe routes to school program under section 1404 of the SAFETEA-LU **note: Florida's Safe Routes to School Infrastructure application must accompany this application to be considered for funding.**
 - infrastructure-related projects on any public road or any bicycle or pedestrian pathway or trail in the vicinity of schools that will substantially improve the ability of students to walk and bicycle to school, including sidewalk improvements, traffic calming and speed reduction improvements, pedestrian and bicycle crossing improvements, on-street bicycle facilities, off-street bicycle and pedestrian facilities, secure bicycle parking facilities, and traffic diversion improvements in the vicinity of schools.
 - Application is attached
 - Noninfrastructure-related activities to encourage walking and bicycling to school, including public awareness campaigns and outreach to press and community leaders, traffic education and enforcement in the vicinity of schools, student sessions on bicycle and pedestrian safety, health, and environment, and funding for training, volunteers, and managers of safe routes to school programs.
- Constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2 Project Description: (all of the following items are **required** - applications without this information will not be reviewed)

Road Name: [Click here to enter text](#)

Road Number: [Click here to enter text](#)

Local Road

State Road

Project Limits: Begin: [Click here to enter text](#)

End: [Click here to enter text](#)

Begin Project Mile Post (MP): [Click here to enter text](#) End Project MP: [Click here to enter text](#)

A location map with an aerial view is attached. (Location_Map.pdf)

(a) What is the scope of work for the project and where is the project located (what are the termini)?

A more detailed scope of work is attached. (Use attached Scope.doc)

[\(Please type your description here\)](#)

- (b) Summarize any special characteristics of project. Include a Typical Section depicting existing and proposed features and dimensions and right of way lines
- Typical section is attached (Typical_Section.pdf)

(Please describe your Typical Section here)

- (c) **Right-of-Way acquisition is NOT permitted for Transportation Alternatives projects.** Describe the project's existing Right-of-Way ownerships. This description shall identify when the Right-of-Way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys, easements).
- No Right-of-Way acquisition is proposed

(Please describe existing Right-of-Way ownerships here)

- (d) Display the existing ownership with Right-of-Way maps to verify that all proposed work is within existing Right-of-Way currently owned by the Project Sponsor. Provide required right-of-way documentation (Right-of-Way.pdf):
- Right-of-Way maps are attached
- Plats, deeds, prescriptions, certified surveys, and/or easements are attached

- (e) Describe any related project work phases that are already complete or currently underway.
- This is not a phased project
- Previous phases of this project were constructed as LAP projects or JPA using FM numbers

(Please type your description here)

- (f) Provide detailed project cost estimate. Estimate shall be broken down to FDOT typical pay items to allow for verification of eligible project costs. **Estimates are to be prepared and signed by a Professional Engineer from the Local Agency's Engineering office.**

Use the following links to access the basis of estimates manual as well as historical cost information for your area:

[Basis of Estimates Manual](#)

[Historical Cost Information](#)

- A detailed cost estimate is attached (Use attached Estimate.xlsx)

- (g) Other specific project information that should be considered.

(Please type your description here)

3 Project Implementation Information:

Attach documentation as exhibits to this application.

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the Agency must be certified to administer Federal Aid projects in accordance with the Department's **Local Agency Program Manual (topic no. 525-010-300)**. Web site: www.dot.state.fl.us/projectmanagementoffice/lap/default.htm

- Design to be conducted by in-house staff
- Design to be conducted by FDOT pre-qualified consultant ^{(1) (2)}
- Design to be conducted by non-FDOT pre-qualified consultant ⁽²⁾
- CEI to be conducted by in-house staff
- CEI to be conducted by FDOT pre-qualified consultant ^{(1) (2)}
- CEI to be conducted by non-FDOT pre-qualified consultant ⁽²⁾

⁽¹⁾ FDOT pre-qualified consultants must be used on all design and CEI work for critical projects (a project is considered critical when it features a structure, has a budget greater than \$10 million and/or is on the State Highway System (SHS))

⁽²⁾ Design consultant and CEI consultant shall not be the same.

- (b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

(Please type your description here)

- (c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.

(Please type your description here)

- (d) Describe source of matching funds and any restrictions on availability.

(Please type your description here)

- (e) Other specific implementation information that should be considered.

(Please type your description here)

4 Cost Estimate:

The total amount of Transportation Alternative Program (TAP**) funds requested per projects (infrastructure) must be in excess of \$250,000 with a maximum of \$1,000,000 (though some T/MPO's may choose to use a lesser upper limit). Transportation Alternative Program funds will be used to fund Construction, Construction Engineering and Inspection Activities (CEI), and FDOT In-House Support Activities. Local Funds (LF) will be used for all non-participating items, contingency activities, and any costs in excess of the awarded alternatives (TAP) allocation.

Total Construction Cost Estimate: This is the total project construction cost estimate including all alternatives related items and any additional scope of work being identified.

Item Description	Cost \$
*(A) Total Construction Cost Estimate ⁽¹⁾	\$0
*(B) Cost Estimate of Eligible (participating) items ⁽²⁾	\$0

Funding Breakdown	Fund Source	Cost \$
*(C) FDOT In-House Design Support (phase 31) ⁽³⁾	TAP	\$5,000.00
*(D) (Critical projects only) FDOT In-House Design Support (phase 31) ⁽³⁾	TAP	\$0
*(E) FDOT In-House Construction Support (phase 61) ⁽³⁾	TAP	\$5,000.00
*(F) (Critical projects only) FDOT In-House Construction Support (phase 61) ⁽³⁾	TAP	\$0
*(G) TAP funds requested for Construction (phase 58)	TAP	\$0
*(H) Local Funds for Construction and Contingency (phase 58)	LF	\$0
*(I) Local Funds for Contingency (required)	LF	\$0
*(J) CEI (phase 68 - optional) ⁽⁴⁾	TAP	\$0
*(K) Construction Engineering & Inspection Activities (CEI) ⁽⁴⁾	LF	\$0
*(L) Transit Related projects FTA 10% administrative fees ⁽⁵⁾	LF	\$0
*(M) FDOT Oversight CEI (3% of TOTAL Construction Cost) (phase 62) ⁽⁶⁾	TAP	\$0

Funding Summary	
*(N) Total TAP funds	\$0
*(O) Total LF funds	\$0
*(P) Total Funds	\$0

*Letters before the descriptions in the cost estimate above relate to the detailed cost estimate spreadsheet (Cost_Estimate.xlsx) and should match the corresponding figures exactly.

** Use of the term TAP represents the actual funding codes of TALT, TALU and TALL.

Notes:

- (1) The Total Construction Cost Estimate in this field must be equal to the Total Construction Cost Estimate from the attached detailed project cost estimate.
- (2) Cost Estimate of Eligible (participating) items must be equal to the Subtotal FHWA Participating from the attached detailed project cost estimate.
- (3) FDOT In-House Design and Construction Support must be included in TAP funds for an amount no less than \$5,000, an additional \$2,000 is required for critical projects. This is a required item.
- (4) It is strongly recommended that the applicant allocates a nominal amount for CEI. In the event that the project is programmed without any request for Phase 68 funding, there is no opportunity to allocate CEI funds based on bid savings.
- (5) Any required Federal Transit Authority (FTA) administrative fees must be included in Local Funds.
- (6) FDOT Oversight CEI must be included in TAP funds and be equal to 3% of the Total Construction Cost Estimate.

5 Certification of Project Sponsor:

I hereby certify that the proposed project herein described is supported by _____ (municipal, county, state or federal agency, or tribal council) and that said entity will: (1) provide any required funding match; (2) enter into a LAP and maintenance agreement with the Florida Department of Transportation; (3) comply with the Federal Uniform Relocation Assistance and Acquisition Policies Act for any Right of Way actions required for the project, (4) comply with NEPA process prior to construction, this may involve coordination with the State Historic and Preservation Office (SHPO) prior to construction. (Not at time of application) and (5) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs and/or failure to follow through on the project once programmed in the Florida Department of Transportation's Work program included herein are reasonable. I understand that significant increases in these costs could cause the project to be removed from the Work Program and/or significantly increase the local agency match required.

Signature

Name (please type or print)

Title

Date

FOR FDOT USE ONLY		
Application Complete	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Project Eligible	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Implementation Feasible	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Include in Work Program	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Meeting Date: January 27, 2015

Agenda Item

15

REQUESTED COMMISSION ACTION:

Consent

Ordinance

Resolution

Consideration/
Discussion

Presentation

SHORT TITLE APPOINTMENT TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Summary of Purpose and Why:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPOINTING **JOHN F. PETRONE** TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF VICE MAYOR CHARLOTTE BURRIE, FOR A TERM TO BE CONCURRENT 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

1/21/15

Approve

Asceleta Hammond

City Manager

[Signature]

[Signature]

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 JOHN F. PETRONE TO THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE OF THE CITY OF POMPANO BEACH, AS APPOINTEE OF VICE MAYOR CHARLOTTE BURRIE, FOR A TERM TO BE CONCURRENT WITH THE TERM OF THE APPOINTING OFFICIAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, John F. Petrone is well qualified to serve as a member of the Community Development Advisory 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 John F. Petrone is hereby appointed to the Community Development Advisory Committee as appointee of Vice Mayor Charlotte Burrie, for a term to be concurrent 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

2013 APR 30 PM 12:37
CITY OF POMPANO BEACH
OFFICE OF THE CITY CLERK

Mr. Mrs. ___ Ms. ___ Miss ___ Name: JOHN F. PETRONE
(Optional)

Residence Information:

Home Address: 2637 NE 12 TER.
City/State/Zip: POMPANO BCH, FL., 33064
Home Phone: 954-784-3835 Cell Phone: NONE
Email: NONE Fax: NONE

Business Information:

Employer/Business Name: RETIRED
Current Position / Occupation: RETIRED
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: SUBJECT REVIEW BAR.

Please make a check next to the Advisory Boards/Committees you would like to serve on:

<input type="checkbox"/>	Affordable Housing	Cultural Arts	Parks and Recreation
<input type="checkbox"/>	Air Park	Education	*Planning & Zoning/Local Planning Agency
<input type="checkbox"/>	Architectural Appearance	Emergency Medical Services	*Police & Firefighter's Retirement System
<input type="checkbox"/>	Budget Review	*Employee's Board of Appeals	Pompano Beach Economic Development Council
<input type="checkbox"/>	Charter Amendment	Employee's Health Insurance	Public Art Committee
<input type="checkbox"/>	Community Appearance	*General Employee's Retirement System	Recycling & Solid Waste
<input type="checkbox"/>			Sand & Spurs Riding Stables
<input checked="" type="checkbox"/>	*Community Development	Golf	Marine
<input type="checkbox"/>	CRA East	Historic Preservation	*Unsafe Structures
<input type="checkbox"/>	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. GRAD (1970) SOME COLLEGE

Experience: I WAS A MAT'L BUYER, PLANS REVIEWER, DESIGNER OF LANDSCAPE, MGR INCHARGE OF HIRING, FIRING, ~~AND~~ AND ALL ASPECTS OF RUNNING A LANDSCAPE COMPANY

Past Positions: I WAS ON BUDGET REVIEW BRD.

Hobbies: FISHING, GOLF, COIN COLLECTING

Making any false statements herein may be cause for revocation by the City Commission of any appointment to a Board/Committee.

Signature: 

Date: 05/01/13

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.

original 16

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING RESOLUTION NO. 84-109 AS AMENDED BY RESOLUTION NO. 2004-250 TO PROVIDE FOR A CHANGE IN THE NUMBER OF MEMBERS AND PROCEDURES OF THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; AMENDING CONFLICT OF INTEREST PROHIBITIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Community Development Advisory Committee by Resolution No. 84-109 as amended by Resolution No. 2004-250; and

WHEREAS, the City Commission now wishes to amend appointment of membership to the Community Development Advisory Committee; now, therefore;

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

SECTION 1. That Resolution No. 84-109 and be the same is hereby amended as follows:

SECTION 2: The Community Development Advisory Committee shall serve as the citizens advisory body to the City Commission of Pompano Beach and shall make recommendations on the adoption of an annual plan of community development projects, as formulated by the Planning Department Office of Housing and Urban Improvement staff for inclusion in the City of Pompano Beach Community development Block Grant program. The annual plan shall include a statement of goals, objectives, priorities, guidelines, designated areas of services, and projected use of funds. Such a plan, adopted by the Community Development Advisory Committee, shall be forwarded to the Office of Housing and Urban Improvement City Commission, ~~including a determination by the Planning and Zoning Board as to the consistency with the Comprehensive Plan elements.~~ The

~~Planning and Zoning Board~~ Office of Housing and Urban Improvement shall then submit the plan, with their findings and recommendations to the City Commission of Pompano Beach, which may adopt, modify or amend it prior to submitting it to HUD for final approval. ~~This Plan shall be submitted to the City Commission at least sixty days prior to the beginning of the next entitlement period when federal funding begins.~~

SECTION 4: The membership of this Committee shall be composed of ~~nine (9)~~ seven (7) voting members and ~~three (3)~~ alternates. The ~~nine~~ seven (7) voting members shall be appointed with terms defined: One (1) member by the Mayor with a three (3) year term. Five (5) members, one (1) by each City Commissioner, with term to be concurrent with terms of appointing official, starting one month after the start of the term of the appointing official. ~~Two (2) members by the City Commission with a two (2) year term from the membership of the Planning and Zoning Board, with term to run concurrent with their term on the Planning and Zoning Board.~~ One (1) member by the City Manager for a two year term. ~~The three alternate members shall be appointed by the City Commission for three (3) year terms.~~ All members shall be residents of the City of Pompano Beach, Florida.

SECTION 5: The Community Development Advisory Committee shall meet monthly. A quorum for the Committee meeting shall be a majority of the members. A simple majority of votes entitled to be cast on a matter by the members present shall be necessary for adoption. Any member ~~or alternate~~ with three (3) unexcused absences shall be asked to resign. All meetings shall be open to the public.

SECTION 7: All Committee members shall be prohibited from using their position for a purpose that is or that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. The Conflict of Interest prohibitions set forth in CFR 570.611 and CFR 92.356 apply to all Committee members with respect to decisions related to federal Community Development Block Grant (CDBG) and HOME funds. ~~Those persons~~ Committee members having such a conflict of interest shall declare their conflict in writing to the Office of Housing and Urban Improvement prior to participating in any Committee activity relating to such conflict of interest, or on the record at any Committee meeting where a conflict of interest first arises.

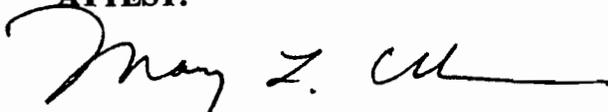
SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 9th day of October, 2012.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CITY RESOLUTION NUMBER 84-109 TO PROVIDE FOR APPOINTMENT OF A MEMBER BY THE MAYOR ON THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission established the Community Development Advisory Committee by City Resolution No. 84-109; and

WHEREAS, the City Commission now wishes to amend appointment of membership to the Community Development Advisory Committee; now, therefore,

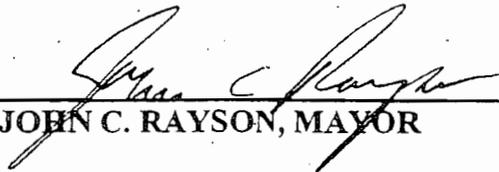
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That City Resolution No. 84-109 be and the same is hereby amended as follows:

Section 4: The membership of this Committee shall be composed of nine (9) voting members and three (3) alternates. The nine voting members shall be appointed with terms defined: One (1) member by the ~~City Commission~~ Mayor with a three (3) year term. Five (5) members, one (1) by each City Commissioner, with term to be concurrent with terms of appointing official. Two (2) members by the City Commission from the membership of the Planning and Zoning Board, with term to run concurrent with their term on the Planning and Zoning Board. One (1) member by the City Manager for a two (2) year term. The three alternate members shall be appointed by the City Commission for three (3) year terms. All members shall be residents of the City of Pompano Beach, Florida.

SECTION 2. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 22nd day of June, 2004.



JOHN C. RAYSON, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

GBL/jrm
6/4/04
l:reso/2004-262

RESOLUTION NO. 84-109

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION ESTABLISHING A COMMITTEE KNOWN AS THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE; PROVIDING FOR THE OBJECTIVES OF THE COMMITTEE; PROVIDING FOR THE REPRESENTATION AND TERMS OF THE MEMBERS; PROVIDING FOR MEETINGS AND OFFICERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach is an entitlement city pursuant to the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City of Pompano Beach receives an annual grant from the Department of Housing and Urban Development; and

WHEREAS, the City of Pompano Beach must submit an annual plan to the Department of Housing and Urban Development (HUD) for the projected use of the funds, and

WHEREAS, effective citizen participation is desired in the preparation of the annual plan; now, therefore

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

SECTION 1: There is hereby established a Committee to be known as the Community Development Advisory Committee.

SECTION 2: The Community Development Advisory Committee shall serve as the citizens advisory body to the City Commission of Pompano Beach and shall make recommendations on the adoption of an annual plan of community development projects, as formulated by the Planning Department staff for inclusion in the City of Pompano Beach Community Development Block Grant program. The annual plan shall

include a statement of goals, objectives, priorities, guidelines, designated areas of services, and projected use of funds. Such a plan, adopted by the Community Development Advisory Committee, shall be forwarded to the City Commission, including a determination by the Planning and Zoning Board as to its consistency with the Comprehensive Plan elements. The Planning and Zoning Board shall then submit the plan, with their findings and recommendations to the City Commission of Pompano Beach, which may adopt, modify or amend it prior to submitting it to HUD for final approval. This Plan shall be submitted to the City Commission at least sixty (60) days prior to the beginning of the next entitlement period when federal funding begins.

SECTION 3: The Community Development Advisory Committee shall encourage comments from any citizens regarding the annual plan and particularly encourage input through civic associations.

SECTION 4: The membership of this Committee shall be composed of nine (9) voting members and three (3) alternates. The nine voting members shall be appointed with terms defined: One (1) member by the City Commission with a three (3) year term. Five (5) members, one (1) by each City Commissioner, with term to be concurrent with terms of appointing official. Two (2) members by the City Commission from the membership of the Planning and Zoning Board, with term to run concurrent with their term on the Planning and Zoning Board. One (1) member by the City Manager for a two (2) year term. The three alternate members shall be appointed by the City Commission for three (3) year terms. All members shall be residents of the City of Pompano Beach, Florida.

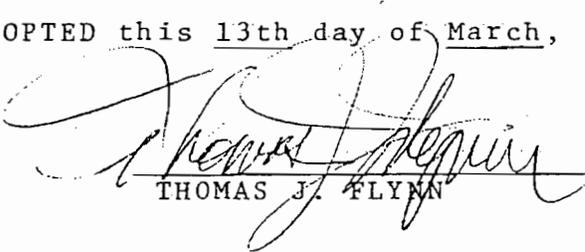
SECTION 5: The Community Development Advisory Committee shall meet monthly. A quorum for the Committee meeting shall be a majority of the members. A simple majority of votes entitled to be cast on a matter by the members present shall be necessary for adoption. Any member or alternate with three (3) unexcused absences shall be asked to resign. All meetings shall be open to the public.

SECTION 6: The Committee shall have the powers and authority to elect such officers and promulgate such internal procedures and rules as may be necessary to conduct the business of the Committee.

SECTION 7: All Committee members shall be prohibited from using their position for a purpose that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Those persons having such conflict of interest shall declare their conflict.

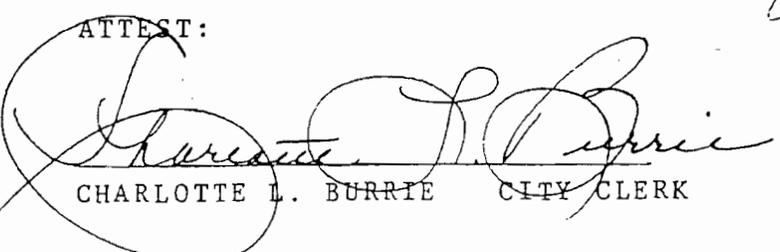
SECTION 8: This Resolution shall become effective April 1, 1984.

PASSED AND ADOPTED this 13th day of March, 1984


THOMAS J. FLYNN

Mayor

ATTEST:


CHARLOTTE L. BURRIE CITY CLERK

Name	Address	District	Phone	Appointed	Expires	Reso. No.
Whitney Rawls Mayor Fisher's Appointee	1816 NW 4th Street (33069) heavyon@yahoo.com	4	954-917-1686 h 954-444-0188	7/9/2013	11/8/2016	2013-299
VACANCY Comr. Dockswell's Appointee		1				
VACANCY Vice Mayor Burrie's Appointee		2			11/11/2014	John F. Petrone
VACANCY Comr. Hardin's Appointee		3			11/11/2014	Jean Flom
VACANCY Comr. Phillips' Appointee		4				Charlotte Taylor
VACANCY Comr. Moss' Appointee		5			11/11/2014	Jerold A. Mills
Sally I. Fischer City Manager's Appointee	2751 E. Golf Boulevard, #1020 Pompano Beach, FL 33064	2	954-242-3704	6/24/2014	7/15/2016	

JoAnn Martin-Onesky Recording Secretary	City Hall Complex 100 West Atlantic Boulevard		954-786-4657
Meets: Second Thursday of each month @ 6:00pm City Commission Meeting Room Established: City Resolution No. 84-109 Elections: Annually at June meetings			

Meeting Date: 1/27/2015

Agenda Item

116

REQUESTED COMMISSION ACTION:

QUASI-JUDICIAL

Consent

Ordinance

X Resolution

Consideration/
Discussion

Presentation

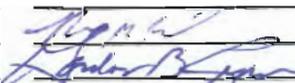
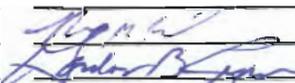
SHORT TITLE:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE MORNINGSTAR LAKE PARCELS PLAT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The property owner, South Florida Regional Transportation Authority, wishes to amend the plat note on the Morningstar Lake Parcels plat (P.B. 144, Page 22) for the purpose of accommodating their proposed regional headquarters on the site. The existing note currently reads "This plat is restricted as follows: Parcel A-2: 42,925 square feet of warehousing (including no more than 25% ancillary office use). The proposed note is to read, "This plat is restricted as follows: Parcel A-2: 79,000 square feet of office use. Commercial/ retail and bank uses are not permitted within Parcel A-2 without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts." Per the plat, the site contains 128.45 acres. Staff has no objections to the change.

- (1) Origin of request for this action: Daniel R. Mazza, SFRTA
- (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

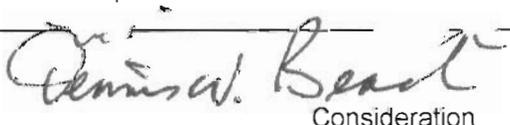
DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Serv. Dept.	1/22/2014	Approval	
City Attorney	1/5/2015		

Advisory Board

X City Manager 

ACTION TAKEN BY COMMISSION:

Ordinance Workshop	Resolution	Consideration	Results:	Results:
1 st Reading	1 st Reading			
2 nd 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 CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE MORNINGSTAR LAKE PARCELS PLAT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That city staff's letter of no objection to amendment of notation on the Morningstar Lake Parcels Plat, a copy of which letter is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved and authorized.

SECTION 2. That the proper city staff is hereby authorized to forward said letter to 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

December 22, 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 plat note
Morningstar Lake Parcels Plat recorded in PB 144, PG 22.

Dear Ms. Knight:

The City of Pompano Beach has no objection to amending the plat note on the above noted plat.
The change to the note is, as follows:

From: Subject Site – Parcel A-2: 42,925 square feet of warehousing (including no more than 25% ancillary office use);

To: Subject Site – Parcel A-2: 79,000 square feet of office use;

Commercial/ retail and bank uses are not permitted within Parcel A-2 without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

Regards,

Christopher J. Clemens, AICP
Planner

10. Would be in conflict with the public interest, and is in harmony with the purposes and intent of this Code.
- *The subject site will not have any conflict with the public interest and/or harmony with the purposes and intent of this code. As shown below, this future development meets all Major Site Plan review standards.*

Plat Note Amendment

The subject site lies within Parcel "A" of the Morningstar Lake Parcels Plat 144-22. To allow for the specific office square footage of the SFRTA Operations Center, a Plat Note Amendment will need to be completed. The Morningstar Lake Parcels Plat has restrictions as followed:

Existing Note:

Parcel A-1: 177,536 square feet of warehousing
Subject Site - Parcel A-2: 42,925 square feet of warehousing
Parcel B & C: 49,002 square feet of warehousing

Proposed Note:

Parcel A-1: 177,536 square feet of warehousing;
Subject Site - Parcel A-2: 79,000 square feet of office use;
Parcel B & C: 49,002 square feet of warehousing

Commercial/retail and bank uses are not permitted within Parcel A-2 without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

EXCERPT FROM THE BROWARD COUNTY PROPERTY APPRAISER
AERIAL MAP



NTS

5

NORTH

MORNINGSTAR LAKE PARCELS

BEING A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 48 SOUTH, RANGE 42 EAST
BROWARD COUNTY, FLORIDA.

WILLIAMS, HATFIELD & STONER, INC. * CONSULTING ENGINEERS * PLANNERS * SURVEYORS
2312 WILTON DRIVE, FORT LAUDERDALE, FLORIDA 33305

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - RECORDING SECTION

THIS INSTRUMENT WAS FILED FOR RECORD THIS 27th DAY OF June A.D. 1990, AND RECORDED IN PLAT BOOK 144, PAGE 22, RECORD VERIFIED.

ATTEST: L. A. HESTER COUNTY ADMINISTRATOR BY: Carol C. Doyle DEPUTY

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - MINUTES SECTION

THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 2nd DAY OF May, A.D. 1989.

ATTEST: L. A. HESTER COUNTY ADMINISTRATOR BY: [Signature] CHAIRPERSON, COUNTY COMMISSION

BY: [Signature] DEPUTY

BROWARD COUNTY ENGINEERING DIVISION

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD.

BY: Henry P. Cook HENRY P. COOK DIRECTOR OF ENGINEERING FLA. REGISTERED ENGINEER No.12506

DATE: 6-26-90

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH DEDICATION OF RIGHTS-WAY FOR TRAFFICWAYS BY RESOLUTION.

ADOPTED THIS 15th DAY OF September, A.D. 1989.

BY: [Signature] CHAIRPERSON DATE: 3/23/89

THIS PLAT COMPLIES WITH THE RESOLUTION OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS 26th DAY OF June, 1990.

BY: [Signature] ADMINISTRATOR OR DESIGNEE

BROWARD COUNTY OFFICE OF PLANNING

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD THIS 26 DAY OF June, 1990.

BY: [Signature] DIRECTOR

DEDICATION

STATE OF FLORIDA S.S.
COUNTY OF DADE

KNOW ALL MEN BY THESE PRESENTS: THAT J. CALVIN JUREIT, INDIVIDUALLY AND AS TRUSTEE, AND KENNETH L. JUREIT OWNERS OF THE LANDS DESCRIBED HEREON HAVE CAUSED SAID LANDS TO BE SURVEYED, SUBDIVIDED AND PLATTED IN A MANNER AS SHOWN HEREON; SAID PLAT TO BE KNOWN AS **MORNINGSTAR LAKE PARCELS**

THE PUBLIC INGRESS-EGRESS EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES; THE EXISTING EASEMENTS SHOWN HEREON ARE NOT BEING DEDICATED BY THIS PLAT;

IN WITNESS WHEREOF, J. CALVIN JUREIT AND KENNETH L. JUREIT, HAVE CAUSED THESE PRESENTS TO BE SIGNED BY ITS DULY AUTHORIZED OFFICER,

THIS 16 DAY OF FEBRUARY, 1989.

WITNESS: [Signature] AS TO BOTH

[Signature] J. CALVIN JUREIT

WITNESS: [Signature] AS TO BOTH

[Signature] KENNETH L. JUREIT

ACKNOWLEDGEMENT

STATE OF FLORIDA S.S.
COUNTY OF DADE

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED BY LAW TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, J. CALVIN JUREIT, INDIVIDUALLY AND AS TRUSTEE, AND KENNETH L. JUREIT AND THEY ACKNOWLEDGED TO ME THE EXECUTION OF THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION FOR THE PURPOSES AND USES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 16 DAY OF February, A.D. 1989.

MY COMMISSION EXPIRES THE 16 DAY OF December, A.D. 1990.

NOTARY PUBLIC, [Signature] STATE OF FLORIDA.

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA S.S.
COUNTY OF BROWARD

I, KEITH R. SANDERS, CERTIFY THAT THIS PLAT IS AN ACCURATE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND DESCRIBED HEREON: THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'s) HAVE BEEN SET AS SHOWN; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION; AND THAT THE SURVEY DATA SHOWN COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WITH APPLICABLE SECTIONS OF CHAPTER 21 HH-6 OF THE FLORIDA ADMINISTRATIVE CODE. BENCH MARK ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V.D. OF 1929, AND CONFORM TO THIRD ORDER ACCURACY.

DATE: 2/23/89

[Signature] KEITH R. SANDERS FLA. REGISTERED LAND SURVEYOR No.4375

DEDICATION

STATE OF FLORIDA S.S.
COUNTY OF DADE

KNOW ALL MEN BY THESE PRESENTS: THAT DEVCON REALTY CORP., A FLORIDA CORPORATION, THE HOLDER AND OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SURVEYED, SUBDIVIDED, AND PLATTED IN THE MANNER SHOWN HEREON; SAID PLAT TO BE KNOWN AS **MORNINGSTAR LAKE PARCELS**

THE PUBLIC INGRESS-EGRESS EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES; THE EXISTING EASEMENTS SHOWN HEREON ARE NOT BEING DEDICATED BY THIS PLAT;

IN WITNESS WHEREOF, SAID DEVCON REALTY CORP., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS DULY AUTHORIZED OFFICER,

THIS 7 DAY OF FEBRUARY, 1989.

WITNESS: [Signature] AS TO BOTH

[Signature] HENRY OBENAU VICE PRESIDENT, DEVCON REALTY CORP.

WITNESS: [Signature] AS TO BOTH

ATTEST: [Signature] W. DOUGLAS PITTS SECRETARY, DEVCON REALTY CORP.

ACKNOWLEDGEMENT

STATE OF FLORIDA S.S.
COUNTY OF DADE

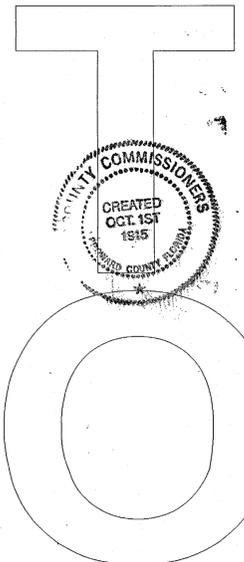
I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED BY LAW TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, HENRY OBENAU, VICE PRESIDENT, AND W. DOUGLAS PITTS, SECRETARY, OF DEVCON REALTY CORP., A FLORIDA CORPORATION AND THEY ACKNOWLEDGED TO AND BEFORE ME THE EXECUTION OF THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION FOR THE PURPOSES AND USES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL THIS 7th DAY OF February, A.D. 1989.

MY COMMISSION EXPIRES THE 27th DAY OF August, A.D. 1989.

NOTARY PUBLIC, [Signature] STATE OF FLORIDA.

BROWARD COUNTY SURVEYOR'S SEAL	COUNTY ENGINEERING DIV. DIRECTOR'S SEAL	COUNTY COMMISSIONERS SEAL	SURVEYOR'S SEAL	NOTARY SEAL	NOTARY SEAL	DEVCON CORP. SEAL
		CREATED OCT. 1ST 1915				



O.R. BK. 17539 pg. 40

MORNINGSTAR LAKE PARCELS

BEING A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 48 SOUTH, RANGE 42 EAST
BROWARD COUNTY, FLORIDA.

WILLIAMS, HATFIELD & STONER, INC. * CONSULTING ENGINEERS * PLANNERS * SURVEYORS
2312 WILTON DRIVE, FORT LAUDERDALE, FLORIDA 33305

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTIONS 22 AND 23 OF TOWNSHIP 48 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 22;

THENCE ON AN ASSUMED BEARING OF S 88 21'15" W ALONG THE NORTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (SE 1/4) A DISTANCE OF 24.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SEABOARD COASTLINE RAILROAD, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N 10 48'34" E ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1950.51 FEET TO A LINE 55.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 23;

THENCE N 88 40'22" E ALONG SAID PARALLEL LINE A DISTANCE OF 285.52 FEET;

THENCE N 01 17'56" W A DISTANCE OF 208.79 FEET;

THENCE N 88 42'03" E A DISTANCE OF 100.00 FEET;

THENCE S 01 17'56" E A DISTANCE OF 153.74 FEET TO THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 23;

THENCE N 88 40'22" E ALONG THE SAID NORTH LINE A DISTANCE OF 564.24 FEET TO THE EAST LINE OF THE WEST ONE-HALF (W 1/2) OF THE SAID NORTHWEST ONE-QUARTER (NW 1/4);

THENCE S 01 31'35" E ALONG THE SAID EAST LINE A DISTANCE OF 1960.40 FEET TO THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 23;

THENCE N 88 36'48" E ALONG THE SAID NORTH LINE A DISTANCE OF 1242.61 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S 55 39'29" E, SAID CURVE BEING THE WESTERLY RIGHT-OF-WAY OF INTERSTATE 95 (STATE ROAD No.9) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP (SECTION 86070-2413);

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, HAVING A CENTRAL ANGLE OF 03 19'12" AND A RADIUS OF 3300.52 FEET FOR AN ARC DISTANCE OF 191.25 FEET TO A POINT OF TANGENCY;

THENCE S 37 39'43" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 929.07 FEET;

THENCE S 41 39'43" W CONTINUING ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 474.37 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, HAVING A CENTRAL ANGLE OF 31 24'05" AND A RADIUS OF 901.74 FEET FOR AN ARC DISTANCE OF 494.20 FEET TO A POINT OF TANGENCY;

THENCE S 73 03'48" W CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 679.79 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, HAVING A CENTRAL ANGLE OF 39 59'10" AND A RADIUS OF 772.00 FEET FOR AN ARC DISTANCE OF 538.77 FEET TO A POINT ON A NON-TANGENT LINE, SAID LINE BEING THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 23;

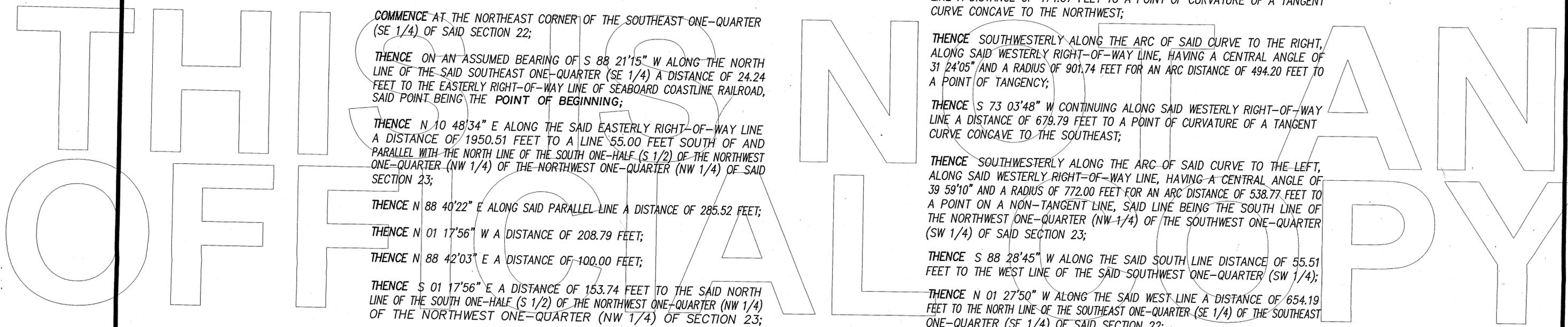
THENCE S 88 28'45" W ALONG THE SAID SOUTH LINE A DISTANCE OF 55.51 FEET TO THE WEST LINE OF THE SAID SOUTHWEST ONE-QUARTER (SW 1/4);

THENCE N 01 27'50" W ALONG THE SAID WEST LINE A DISTANCE OF 654.19 FEET TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 22;

THENCE S 88 26'33" W ALONG THE SAID NORTH LINE A DISTANCE OF 308.96 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD;

THENCE N 10 48'34" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1339.41 FEET TO THE POINT OF BEGINNING;

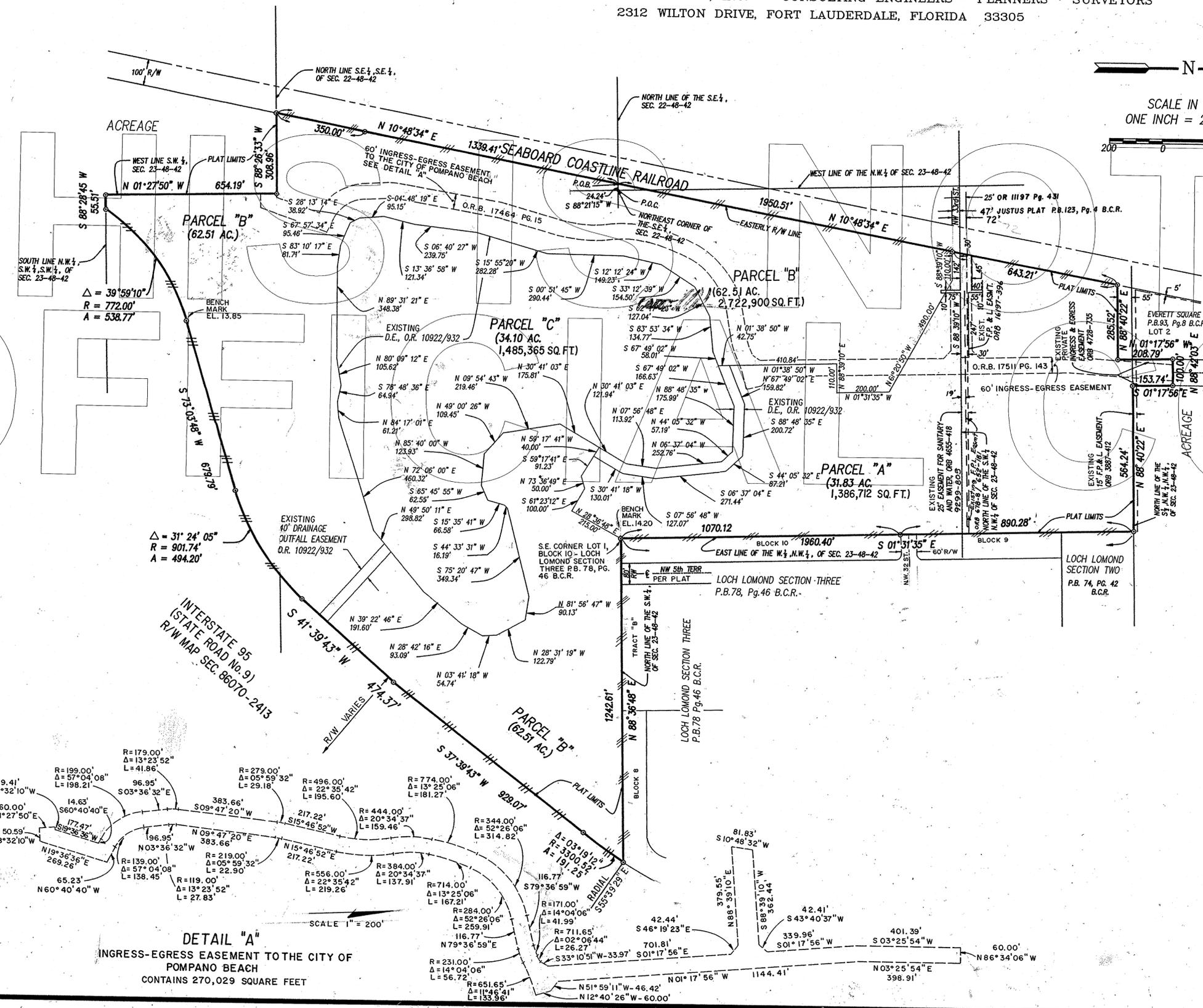
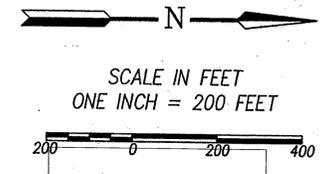
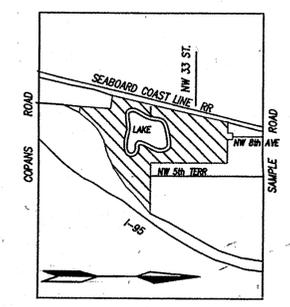
SAID LAND SITUATE WITHIN BROWARD COUNTY, FLORIDA, CONTAINING 128.45 ACRES, MORE OR LESS.



MORNINGSTAR LAKE PARCELS

BEING A PORTION OF SECTIONS 22 AND 23, TOWNSHIP 48 SOUTH, RANGE 42 EAST
 BROWARD COUNTY, FLORIDA.

WILLIAMS, HATFIELD & STONER, INC. * CONSULTING ENGINEERS * PLANNERS * SURVEYORS
 2312 WILTON DRIVE, FORT LAUDERDALE, FLORIDA 33305



- PLAT NOTES**
- THE BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN OF N 01° 27' 50" W ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 23, TOWNSHIP 48 SOUTH, RANGE 42 EAST.
 - BENCH MARK ELEVATIONS SHOWN HEREON ARE RELATIVE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 AS ESTABLISHED FROM BROWARD COUNTY BENCH MARK #110 "X" CUT IN THE EAST SIDE OF THE EAST CONCRETE SIGNAL BASE OF THE SEABOARD RAILROAD, NORTH SIDE OF SAMPLE ROAD, ELEVATION 18.652.
 - Bm.EL. DENOTES BENCH MARK ELEVATION.
 - ⊙ DENOTES SET PERMANENT REFERENCE MONUMENT (P.R.M.) # 4039 UNLESS OTHERWISE INDICATED.
 - U.E. DENOTES UTILITY EASEMENT.
 - D.E. DENOTES DRAINAGE EASEMENT.
 - NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 - GROSS AREA OF PLATTED LAND TOTALS 128.45 ACRES, MORE OR LESS.
 - PARCEL "A" CONTAINS 31.83 ACRES, MORE OR LESS. PARCEL "B" CONTAINS 62.51 ACRES, MORE OR LESS. PARCEL "C" CONTAINS 34.10 ACRES, MORE OR LESS.
 - WILLIAMS, HATFIELD AND STONER, INC., PROJECT No. 1277-02
 - P.O.B. DENOTES POINT OF BEGINNING.
 - P.O.C. DENOTES POINT OF COMMENCEMENT.
 - /// DENOTES LIMITED ACCESS RIGHT-OF-WAY LINE.
 - THIS PLAT RESTRICTED AS FOLLOWS:
 PARCEL A- 450,100 SQUARE FEET OF WAREHOUSING (INCLUDING NO MORE THAN 25% ANCILLARY OFFICE USE) AND 4,300 SQUARE FEET OF OFFICE SPACE.
 PARCELS B & C- 684,900 SQUARE FEET OF WAREHOUSING (INCLUDING NO MORE THAN 25% ANCILLARY OFFICE USE) AND 9,200 SQUARE FEET OF OFFICE SPACE.
 COMMERCIAL/RETAIL USES ARE NOT PERMITTED WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS WHO SHALL REVIEW AND ADDRESS THESE USES FOR IMPACTS. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY AGREEMENT WITH BROWARD COUNTY.
 - TRUCK TRAFFIC IS PROHIBITED FROM USING THE INGRESS/EGRESS EASEMENT AT THE NORTH PLAT LIMITS, THAT ALIGNS WITH N.W. 8TH AVENUE.

DETAIL "A"
 INGRESS-EGRESS EASEMENT TO THE CITY OF POMPANO BEACH
 CONTAINS 270,029 SQUARE FEET

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

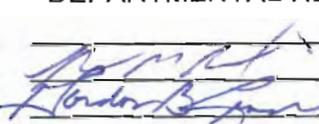
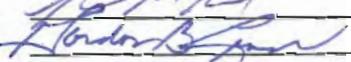
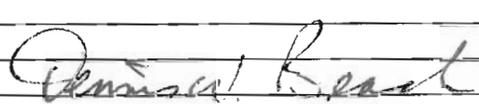
Consent _____ Ordinance _____ Resolution _____ Consideration/ Discussion _____ Presentation _____

SHORT TITLE: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE U. S. 1 SUBDIVISION PLAT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The property owner, Pompano Marketplace Owner, LLC, wishes to amend the plat note on the US1 Subdivision plat (P.B. 138, Page 2) for the purpose of accommodating a proposed bank with drive-thru use on the site. The existing note currently reads "This plat is restricted to 240,000 square feet of commercial use. The proposed note is to read, "This plat is restricted to 238,000 square feet of commercial use and 4,000 square feet of bank use." Per the plat, the site contains 835,318 square feet, 19.176 acres. Staff has no objections to the change.

- (1) Origin of request for this action: Michael Troxell, Thomas Engineering Group
- (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.	12/22/2014	Approval	
City Attorney	1/5/2015		
Advisory Board			
<input checked="" type="checkbox"/> City Manager			

ACTION TAKEN BY COMMISSION:

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

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 CITY STAFF'S LETTER OF NO OBJECTION TO AMENDMENT OF NOTATION ON THE U. S. 1 SUBDIVISION PLAT; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That city staff's letter of no objection to amendment of notation on the U. S. 1 Subdivision Plat, a copy of which letter is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved and authorized.

SECTION 2. That the proper city staff is hereby authorized to forward said letter to 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

December 29, 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 plat note US1
Subdivision Plat recorded in PB 138, PG 2.

Dear Ms. Knight:

The City of Pompano Beach has no objection to amending the plat note on the above noted plat.
The change to the note is, as follows:

From: This plat is restricted to 240,000 square feet of commercial;

To: This plat is restricted to 238,000 square feet of commercial use and 4,000 square feet of bank use.

Regards,

Christopher J. Clemens, AICP
Planner

**TD Bank – Pompano Market Place
Pompano Beach, FL
Project Narrative
Plat Submittal
December 11, 2014**

TD Bank proposes to redevelop a portion of the Pompano Market Place shopping center at the northwest corner of the intersection of Federal Highway and Southeast 12th Street in Pompano Beach, Florida. The existing site contains a vacant +/- 3,145 square foot building that previously served as a fast food restaurant with a drive-thru. TD Bank proposes to construct a +/- 2,563 square foot bank and canopy area with drive-thru lanes. The proposed bank will have three (3) drive-thru lanes, one of which will be an ATM thru lane. The shopping center is zoned as B-3 General Business and the underlying land use is Commercial (C). Banks with drive-thru lanes are permitted under the zoning and land use designations.

This shopping center is platted as U.S. 1 Subdivision, Book 138, Page 2 of the Broward County Records. This plat restricts the property to 240,000 square feet of commercial use. The current survey of the shopping center indicates a total of 240,732 square feet of existing building has been constructed on the site. The proposed project for the TD Bank is proposing a 2,563 square foot building with a 1,097 square foot canopy for a total of 3,660 square feet of bank use. As part of the approval we are requesting that the plat note to be amended from 240,000 square feet of commercial use to 238,000 square feet of commercial use and 4,000 square feet of bank use.

Based on the proposed plan, the pervious green area will increase and the total pavement area will decrease. The parking space requirement will be exceeded by two (2) spaces after the construction of the TD Bank.

In closing, we look forward to your favorable review and if you have any questions before or need additional information, please feel free to contact Michael Troxell at (954) 202-7000.

EXCERPT FROM THE BROWARD COUNTY PROPERTY APPRAISER
AERIAL MAP



NTS

5

NORTH

U.S. 1 SUBDIVISION

A PORTION OF THE SE 1/4 OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST
AND A PORTION OF THE SW 1/4 OF SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST,
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

DESCRIPTION:

THE EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4), LESS THE WEST 60 FEET AND THE NORTH 60 FEET THEREOF. AND THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4), LESS THE NORTH 60 FEET THEREOF;

AND THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4).

ALL IN SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST:

TOGETHER WITH:

A PORTION OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 6; THENCE NORTH ALONG THE WEST LINE THEREOF, A DISTANCE OF 68.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG SAID WEST LINE A DISTANCE OF 321.48 FEET; THENCE EAST, MAKING AN INCLUDED ANGLE OF 89°12'10" A DISTANCE OF 118.98 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 329.48 FEET; THENCE WEST MAKING AN INCLUDED ANGLE OF 103°47'50", A DISTANCE OF 40.91 FEET TO THE POINT OF BEGINNING; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 86.15 FEET OF THE SOUTH THREE-QUARTER (S 3/4) OF THE WEST ONE-HALF (W 1/2) OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A TRACT OF LAND LYING IN SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1 AND THE WEST LINE OF SAID SECTION 6; THENCE NORTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 170.62 FEET TO A POINT; THENCE WESTERLY WITH AN INCLUDED ANGLE OF 76°12'10" A DISTANCE OF 40.91 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 6; THENCE SOUTHERLY ALONG SAID WEST LINE A DISTANCE OF 165.70 TO THE POINT OF BEGINNING.

TOGETHER WITH:

ALL THAT PART OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) LYING WEST OF STATE ROAD NO. 5, FORMERLY STATE ROAD NO. 4 (U.S. HIGHWAY NO.), IN SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 19.3254 ACRES MORE OR LESS.

DEDICATION

STATE OF FLORIDA }
COUNTY OF BROWARD }
KNOW ALL MEN BY THESE PRESENTS THAT POMP COMMERCIAL CORP., A FLORIDA CORPORATION

THE OWNER OF THE LAND DESCRIBED AND SHOWN HEREON, AS INCLUDED WITH THIS PLAT, HAS CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON, SAID PLAT TO BE KNOWN AS U.S. 1 SUBDIVISION. EASEMENTS SHOWN HEREON ARE DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 9th DAY OF JANUARY, A.D. 1989.

POMP COMMERCIAL CORP., A FLORIDA CORPORATION.

By: Harold Wenal
HAROLD WENAL
PRESIDENT AND SECRETARY

Witness: Earl...

ACKNOWLEDGEMENT

STATE OF FLORIDA }
COUNTY OF BROWARD }
BEFORE ME PERSONALLY APPEARED HAROLD WENAL, PRESIDENT AND SECRETARY

TO ME WELL KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT AND SECRETARY OF POMP COMMERCIAL CORP., A FLORIDA CORPORATION, AND THAT HE ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND SEAL THIS 9th DAY OF JANUARY, A.D. 1989.

MY COMMISSION EXPIRES AUG. 27, 1991

Marie C. Harris
NOTARY PUBLIC, STATE OF FLORIDA

SURVEYOR'S CERTIFICATE

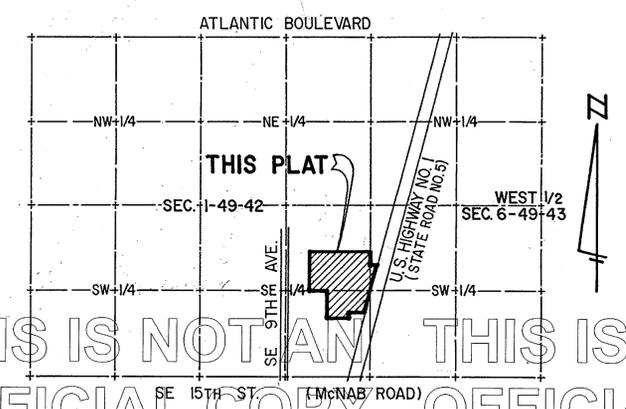
THIS IS TO CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN FOUND AS INDICATED HEREON; THAT THE SURVEY WAS MADE UNDER OUR RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND BROWARD COUNTY ORDINANCE 81-16. ELEVATIONS SHOWN HEREON ARE BASED ON N.G.V.D. OF 1929 AND CONFORM TO THIRD ORDER ACCURACY STANDARDS.

DATED 10-7-88 KEITH AND SCHNARS, P.A.

Adolphus M. Schnars

By: A.M. LAZOWICK
PROFESSIONAL LAND SURVEYOR #4105
STATE OF FLORIDA

PREPARED BY:
KEITH AND SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS
6500 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 33309
(305) 776-1616
OCTOBER 1988



LOCATION SKETCH
SEC. 1-49-42 AND WEST 1/2 SEC. 6-49-43
(NOT TO SCALE)

MORTGAGEE'S CONSENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE }
THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNERS THEREOF AND AGREES THAT ITS MORTGAGE, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 15980, PAGE 95 OF THE PUBLIC RECORDS OF BROWARD COUNTY, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE MORTGAGEE HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 19 DAY OF JAN., A.D. 1989.

By: Len C. Duren
LEN C. DUREN - SENIOR VICE PRESIDENT
By: Kim Abangan
KIM ABANGAN - ASSISTANT SECRETARY

ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE }
BEFORE ME PERSONALLY APPEARED LEN C. DUREN - SENIOR VICE PRESIDENT, KIM ABANGAN - ASSISTANT SECRETARY

TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS SENIOR VICE PRESIDENT AND ASSISTANT SECRETARY OF SECURITY PACIFIC NATIONAL BANK AND THEY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS OF SAID BANK AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID BANK.

WITNESS MY HAND AND SEAL THIS 19 DAY OF JAN., A.D. 1989
MY COMMISSION EXPIRES: 8/29/89

Sue Henwood
NOTARY PUBLIC, STATE OF CALIFORNIA

POMPANO BEACH CITY COMMISSION

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD BY THE CITY OF POMPANO BEACH, FLORIDA AND PASSED BY ORDINANCE NO. THIS 13 DAY OF JANUARY, A.D. 1987.

DATE 1-21-87 BY: Vernadette Bennett
CITY CLERK

CITY PLANNING AND ZONING BOARD

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING BOARD OF POMPANO BEACH FLORIDA APPROVED AND ACCEPTED THIS PLAT THIS 23 DAY OF OCTOBER, A.D. 1985.

DATE 1-15-87 BY: William V. Peterson
CHAIRPERSON

DIRECTOR OF PUBLIC WORKS

THIS PLAT, ENTITLED U.S. 1 SUBDIVISION IS APPROVED FOR RECORD THIS DAY 16th OF January, A.D. 1987.

DATE Jan. 16th 1987 BY: Jack S. Gumbert
DIRECTOR

BROWARD COUNTY OFFICE OF PLANNING

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD THIS 15 DAY OF February, A.D. 1989.

By: David J. Kuntz 2-15-89
DIRECTOR DATE

BROWARD COUNTY ENGINEERING DIVISION

THIS PLAT IS HEREBY APPROVED AND ACCEPTED FOR RECORD.

By: Henry P. Cook 2-15-89
HENRY P. COOK - DIRECTOR DATE
FLORIDA P.E., REG. NO. 12506

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT WITH REGARD TO DEDICATION OF RIGHTS - OF - WAY BY RESOLUTION ADOPTED THIS 20th DAY OF NOVEMBER, A.D. 1986.

By: John... 2/2/87
CHAIRMAN DATE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPT., COUNTY RECORDS DIVISION- MINUTES SECTION

THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 17 DAY OF February, A.D. 1987.

ATTEST: L.A. HESTER COUNTY ADMINISTRATOR
By: Thyllia J. Flanagan DEPUTY
By: Nick E. Grossman CHAIRPERSON - COUNTY COMMISSION

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPT., COUNTY RECORDS DIVISION- RECORDING SECTION

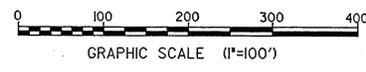
THIS INSTRUMENT WAS FILED FOR RECORD THIS 17th DAY OF February, A.D. 1989, AND RECORDED IN PLAT BOOK 138, PAGE 2, RECORD VERIFIED.

ATTEST: L.A. HESTER COUNTY ADMINISTRATOR
By: Carol C. Doyle DEPUTY

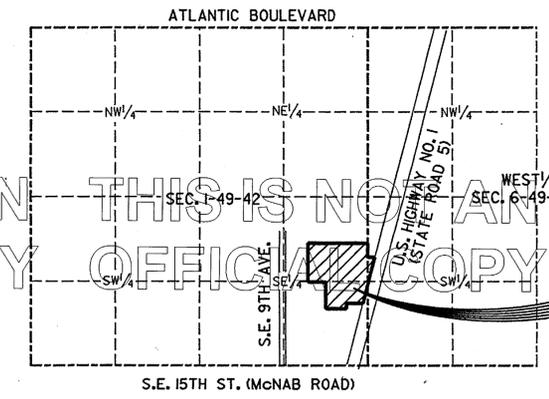
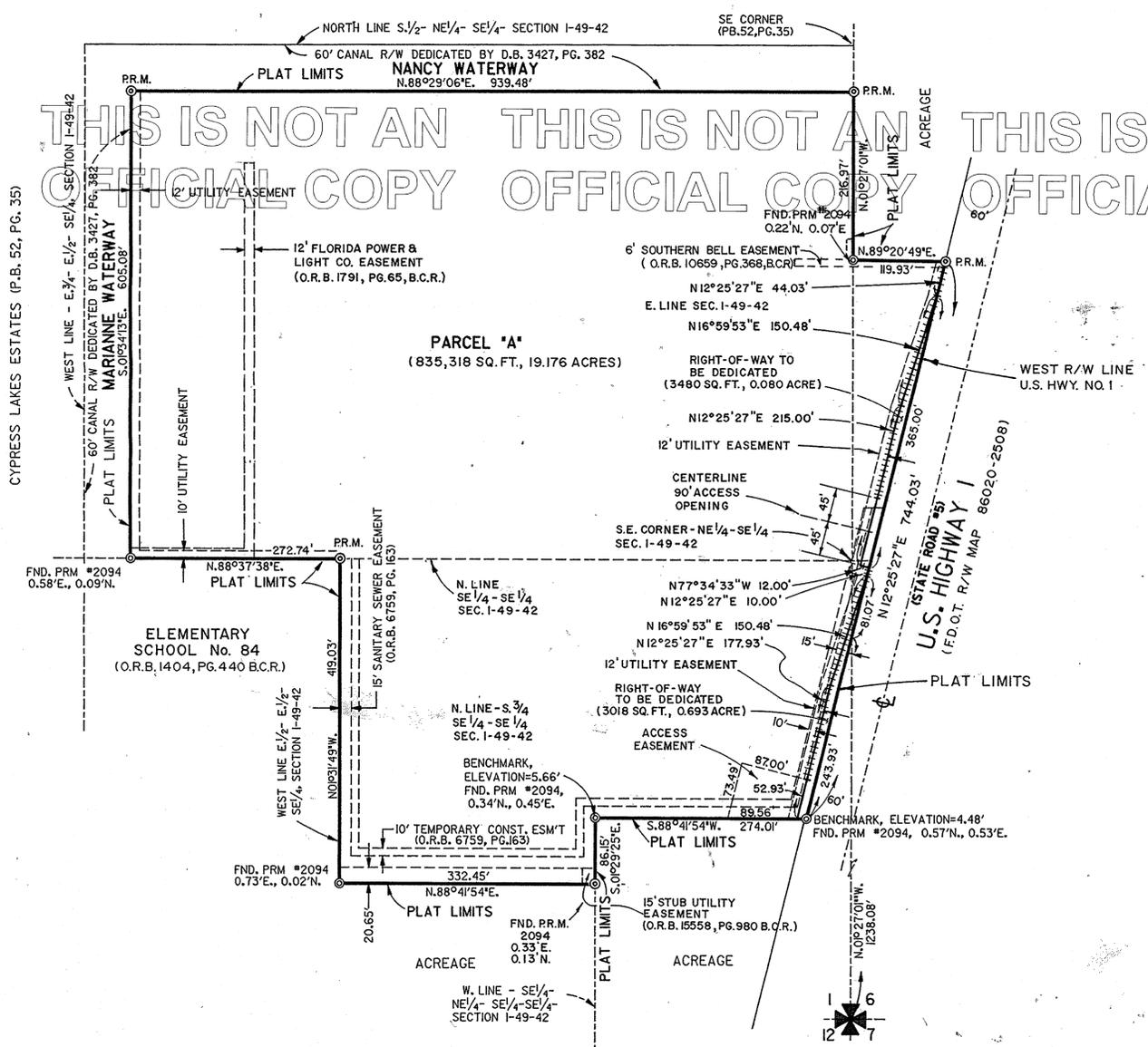
CORPORATE SEAL POMP COMMERCIAL CORP.	NOTARY DEDICATION	CORPORATE SEAL	NOTARY MORTGAGEE'S CONSENT	SURVEYOR	CORPORATE SEAL TRAILER RANCH INC.	CORPORATE SEAL BOWLERS LANE, INC.	NOTARY DEDICATION	CORPORATE SEAL COUNTY NAT'L BANK	THE FIRST BANKERS	NOTARY MORTGAGEE'S CONSENT	NOTARY MORTGAGEE'S CONSENT	CITY OF POMPANO BEACH	COUNTY ENGINEER	COUNTY SURVEYOR
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U.S. 1 SUBDIVISION

A PORTION OF THE SE 1/4 OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 42 EAST
AND A PORTION OF THE SW 1/4 OF SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST,
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA



CYPRESS LAKES ESTATES (P.B. 52, PG. 35)



LOCATION SKETCH
SEC. 1-49-42 AND WEST 1/2 SECTION 6-49-42
(NOT TO SCALE)

PLAT RESTRICTIONS

THIS PLAT IS RESTRICTED TO 240,000 SQUARE FEET OF COMMERCIAL. THIS NOTE IS REQUIRED BY CHAPTER 5, ARTICLE IX, BROWARD COUNTY CODE OF ORDINANCES, AND MAY BE AMENDED BY AGREEMENT WITH BROWARD COUNTY.

SURVEY NOTES

1. P.R.M. INDICATES FOUND PERMANENT REFERENCE MONUMENT WITH BRASS DISC STAMPED *2094, UNLESS OTHERWISE NOTED.
2. SURVEY DATA IN FIELD BOOK 417.
3. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 AND SAID ELEVATIONS ARE BENCHMARK SUPPLIES BY: CITY OF POMPANO BEACH, BENCHMARK *11H, ELEVATION=9.503
4. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED DATUM.
5. - - - - - INDICATES NON-VEHICULAR ACCESS LINE.
6. THE LANDS DELINEATED BY THE PLAT LIMITS SHOWN HEREON ARE SUBJECT TO A NON-EXCLUSIVE EASEMENT (ACCESS EASEMENT) UPON, OVER AND ACROSS THE DRIVEWAYS AS STIPULATED IN O.R.B. 15558, PG.980, B.C.R.

NOTICE

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PREPARED BY:
KEITH AND SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS
6500 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 33309
(305) 776-1616
OCTOBER 1986

THIS IS NOT AN OFFICIAL COPY

Meeting Date: January 27, 2015

Agenda Item 18

REQUESTED COMMISSION ACTION: QUASI-JUDICIAL

Consent Ordinance Resolution Consideration Workshop

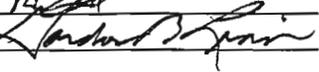
SHORT TITLE AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, ABANDONING A TWO (2) FOOT PORTION OF A SIX (6) FOOT UTILITY EASEMENT LOCATED NEAR THE NORTHWEST CORNER OF SE 3RD STREET AND SE 15TH AVENUE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

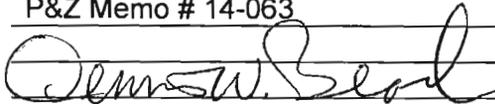
The Petitioner is requesting to abandon a two-foot portion of a six-foot utility easement located at 1433 SE 3rd Street. There is an existing pool encroaching into the easement and the applicant desires to ensure clearance of the easement for that structure. There are no utilities within the abandonment 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 

Planning & Zoning Board P&Z Memo # 14-063

City Manager  

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading <u>1/13/15</u>	1st Reading _____	Results: _____	Results: _____
2 nd Reading <u>1/27/15</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



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

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



MEMORANDUM

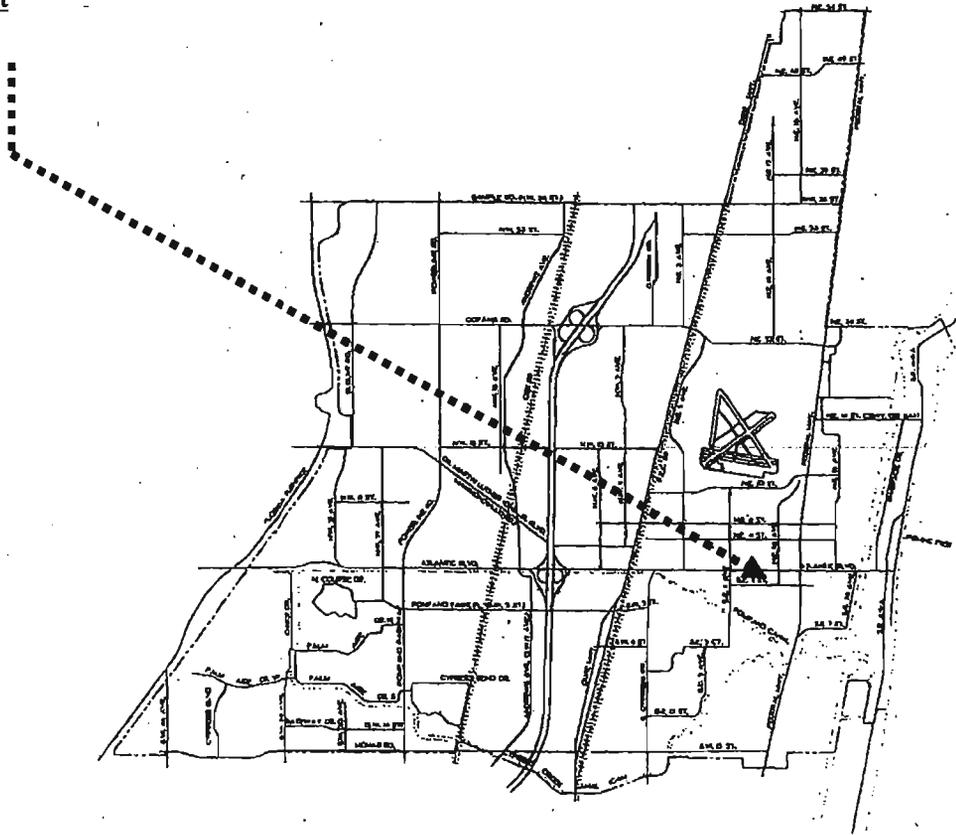
Development Services

MEMORANDUM NO. 14-409

DATE: September 15, 2014
TO: Planning & Zoning Board
VIA: Robin M. Bird, Development Services Director *RB*
FROM: Maggie Barszewski, AICP, Planner *MB*
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

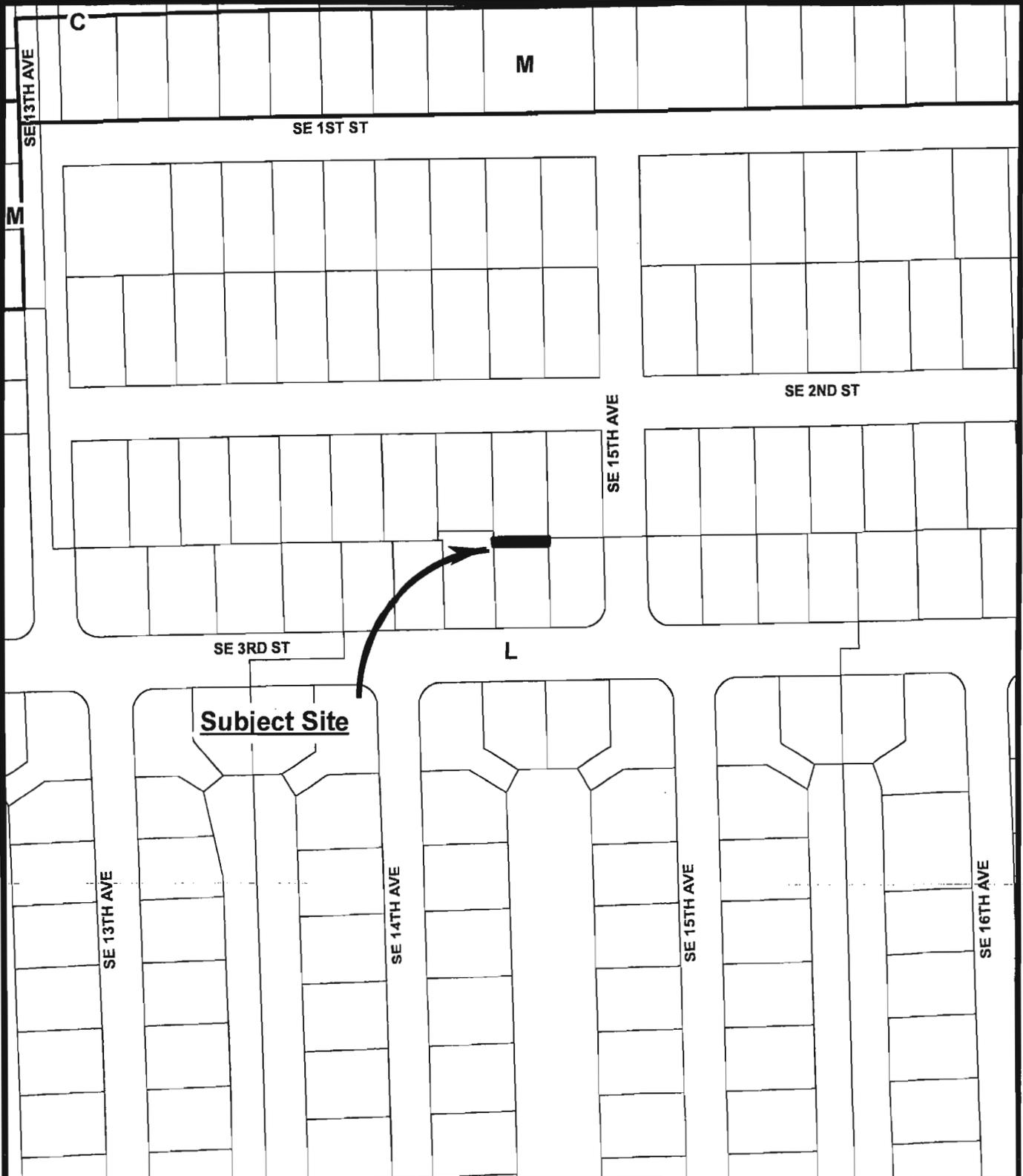
* Existing
> Proposed

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

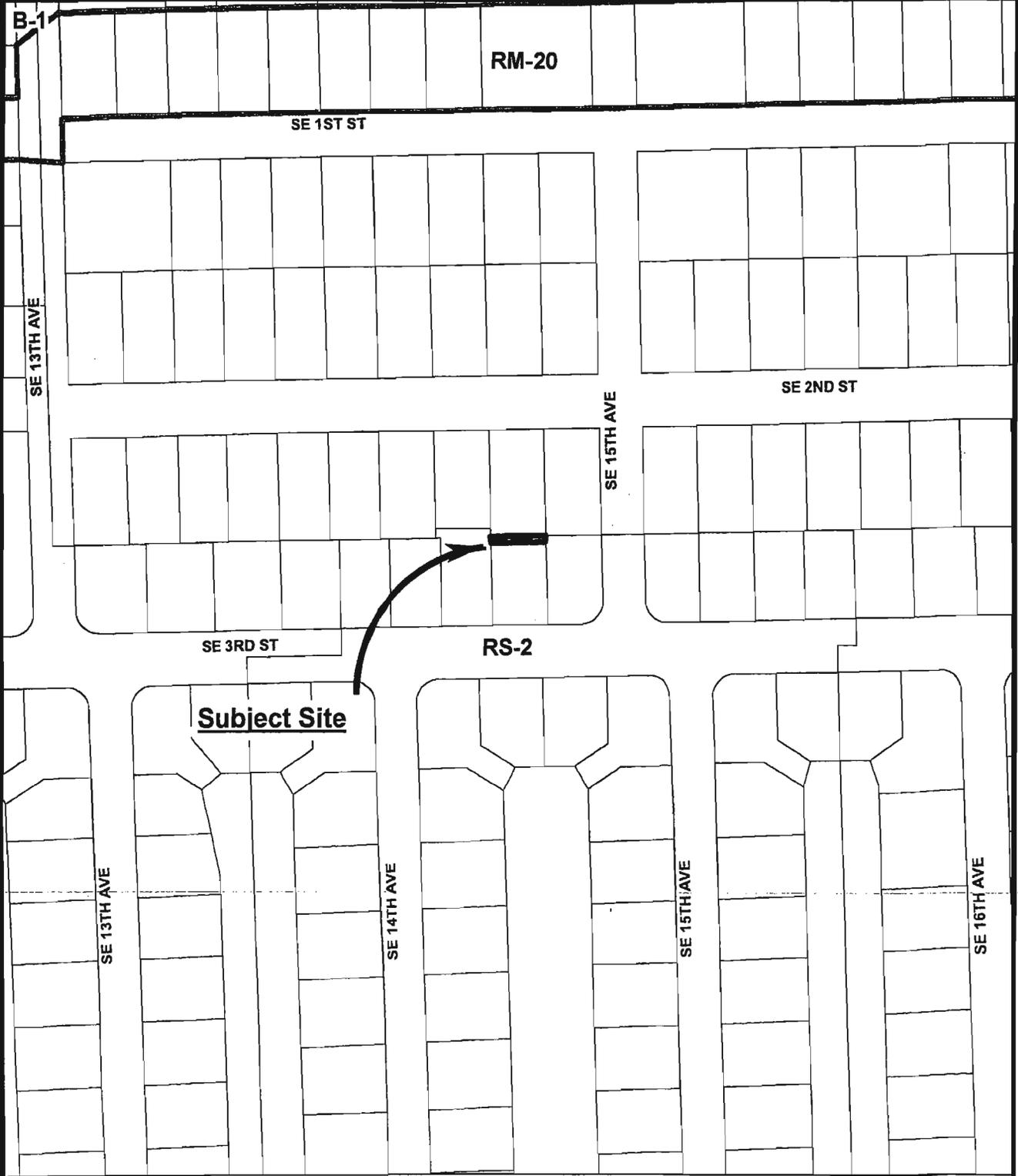


1 in = 160 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH OFFICIAL ZONING MAP



1 in = 160 ft

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH AERIAL MAP

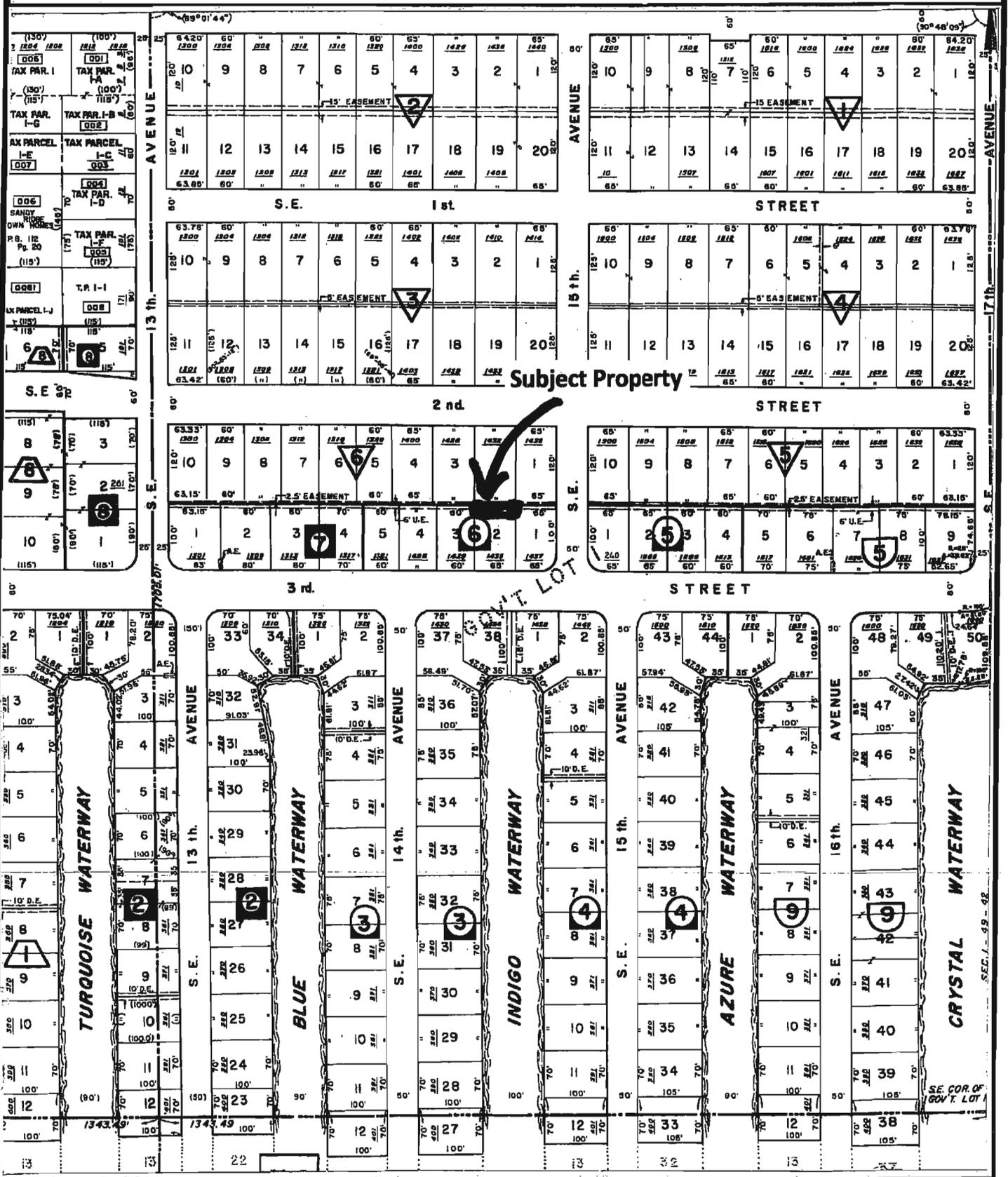


1 in = 160 ft

5

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

EXCERPT FROM THE CITY OF POMPANO BEACH PLAT MAP



Subject Property

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: 1/27/2015

Agenda Item 19

REQUESTED COMMISSION ACTION: **QUASI-JUDICIAL**

<u> </u> Consent	<u> </u> Ordinance	<u> X </u> Resolution	<u> </u> Consideration/ Discussion	<u> </u> Presentation
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SHORT TITLE AN RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ALLOCATING A MAXIMUM OF ONE HUNDRED ONE (101) FLEX UNITS FOR A PROPOSED RESIDENTIAL DEVELOPMENT LOCATED AT 641 NORTH DIXIE HIGHWAY, 200 AND 216 NORTHWEST 8TH COURT; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

This Flex allocation request is for a 6.966-acre subject property that has both Commercial (C) and Low Medium (LM) Residential Land Use designations on two parcels. The property is located on both sides of NW 8th Street, with the northern parcel on the corner of NW 8th Street and Dixie Hwy. The request is for a total of 101 Flex units to be allocated on property that has a Commercial Land Use. The site is owned by the Paola Florida, LLC & WTLG, LLC. The purpose for this flex unit allocation request is to allow the development of a multifamily affordable-housing development with a total of 121 units. The applicant has submitted a conceptual site plan (see Exhibit B of Resolution) showing the layout of the four proposed residential buildings. The applicant has submitted a voluntary Declaration of Restrictive Covenants instrument restricting the property to provide affordable housing (see Attachment I). The Planning and Zoning Board unanimously recommended approval with the following conditions: 1) The applicant must deed restrict the property to meet Sec. 154.61(D)(3); and 2) If funding is not secured for the project, any allocated flex units shall be returned to the City. These conditions are sited in Sections 4 and 5 of the Resolution.

- (1) Origin of request for this action: PHG Holdings, LLC
- (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

<u>DEPARTMENTAL COORDINATION</u>	<u>DATE</u>	<u>DEPARTMENTAL RECOMMENDATION</u>	<u>DEPARTMENTAL HEAD SIGNATURE</u>
Dev. Services	12/4/14 & 12/17/14	Approval	Memo# 14-566 & Memo # 14-578 <i>[Signature]</i>
City Attorney	1/7/15	<u> </u>	CAC# 2015-420 <i>[Signature]</i>

Planning and Zoning Board

City Manager *[Signature]*

Approval Memo #14-082
Dennis W. Beach

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>
<u>Workshop</u>		
1 st Reading <u> </u>	1 st Reading <u> </u>	Results: <u> </u>
2 nd Reading <u> </u>	<u> </u>	Results: <u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>



City Attorney's Communication #2015-420

January 7, 2015

TO: Maggie Barszewski, AICP, Planner

FROM: Gordon B. Linn, City Attorney

RE: Resolution Review for Pinnacle Flex Allocation for Property Located at 641 N. Dixie Highway, 200 and 216 NW 8th Court

As requested in your memorandum to me of January 7, 2015, Development Services Department Memorandum #14-595, I have reviewed the draft resolution regarding flex allocation for 101 flex units that was attached to your memorandum and find same to be acceptable as to legal form and content providing the revision we discussed is made to the document.

Should you have any further questions regarding this matter, please feel free to contact me.

GORDON B. LINN

GBL/jrm

l:cor/dev-srvc/2015-420

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ALLOCATING A MAXIMUM OF ONE HUNDRED AND ONE (101) FLEX UNITS FOR A PROPOSED RESIDENTIAL DEVELOPMENT LOCATED AT 641 NORTH DIXIE HIGHWAY, 200 AND 216 NORTHWEST 8TH COURT; PROVIDING AN AFFECTIVE DATE.

WHEREAS, Pinnacle Housing Group, LLC. requests an allocation of a maximum of one hundred one (101) flex units in order to construct 121 dwelling units for a residential development on property known as 641 N. Dixie Hwy., 200 and 216 NW 8th Court, 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 50 years to require renters or purchasers of units with income at 60 percent of area-medium income or less, adjusted for family size; and

WHEREAS, in order to construct the proposed project on the subject property, the city will have to allocate a maximum of 101 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 101 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 however many units are necessary for the project, not to exceed 101 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 50-year deed restriction placed on the property requiring renters or purchasers of units with an income at 60 percent of area-medium income or less, adjusted for family size.

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 27th DAY OF January, 2015

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS
CITY CLERK

Exhibit A

Survey 1:

PARCEL 1:

THE SOUTH FOUR (4) ACRES OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, LYING WEST OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY, LESS THE NORTH 133 FEET OF THE SOUTH 164 FEET OF THE EAST 210 FEET OF THE WEST 619.5 FEET THEREOF, AND LESS THE SOUTH 30 FEET FOR ROADWAY PURPOSES SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LESS THE RIGHT-OF-WAY FOR OLD DIXIE HIGHWAY, INCLUDING THE FOLLOWING PORTION THEREOF RECENTLY DEEDED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO WIT:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 35; THENCE RUN NORTH $87^{\circ}56'39''$ EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (NE 1/4), A DISTANCE OF 870.28 FEET, THENCE NORTH $02^{\circ}03'21''$ WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $50^{\circ}57'00''$ EAST, A DISTANCE OF 30.09 FEET; THENCE NORTH $13^{\circ}57'20''$ EAST, ALONG A LINE 80.00 FEET WESTERLY OF AND PARALLEL TO THE WESTERLY EXISTING RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY RAILROAD, A DISTANCE OF 93.62 FEET; THENCE NORTH $38^{\circ}52'36''$ WEST, A DISTANCE OF 39.84 FEET; THENCE NORTH $88^{\circ}17'28''$, A DISTANCE OF 58.94 FEET TO THE WESTERLY EXISTING RIGHT OF WAY LINE FOR STATE ROAD 811 (DIXIE HIGHWAY); THENCE SOUTH $13^{\circ}57'20''$ WEST, A DISTANCE OF 145.27 FEET; THENCE SOUTH $87^{\circ}56'39''$ WEST, A DISTANCE OF 44.84 FEET TO THE POINT OF BEGINNING.

AND LESS:

PARCEL NO. 110

THAT PART OF TRACT II OF THE PLAT OF THE SUB'D OF SEC. 35, T 48 S, R 42 E, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 76 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE SOUTH FOUR (4) ACRES OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 35; THENCE RUN NORTH $87^{\circ}56'39''$ EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (NE 1/4) A

DISTANCE OF 870.28 FEET; THENCE NORTH 02°03'21" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50°57'00" EAST, A DISTANCE OF 30.09 FEET; THENCE NORTH 13°57'20" EAST, ALONG A LINE 80.0 FEET WESTERLY OF AND PARALLEL TO THE WESTERLY EXISTING RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY RAILROAD, A DISTANCE OF 93.62 FEET; THENCE NORTH 38°52'36" WEST, A DISTANCE OF 39.84 FEET; THENCE NORTH 88°17'28" EAST, A DISTANCE OF 60.83 FEET TO THE WESTERLY EXISTING RIGHT OF WAY LINE FOR STATE ROAD 811 (DIXIE HIGHWAY); THENCE SOUTH 13°57'00" WEST, A DISTANCE OF 145.25 FEET; THENCE SOUTH 87°56'39" WEST, A DISTANCE OF 46.75 FEET TO THE POINT OF BEGINNING.

SAID LAND HAVING AN AREA OF 96,568 SQUARE FEET EQUAL TO 2.217 ACRES MORE OR LESS.

PARCEL II:

THAT PORTION OF THE SOUTH FOUR (4) ACRES OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 409.5 FEET EAST OF, AND 31 FEET NORTH OF, THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 35, RUNNING THENCE EASTERLY PARALLEL WITH AND 31 FEET NORTH OF THE SOUTH BOUNDARY OF SAID NORTHEAST ONE-QUARTER (NE 1/4), 210 FEET TO A POINT, THENCE NORTHERLY 133 FEET TO A POINT, THENCE WESTERLY PARALLEL WITH THE SOUTH BOUNDARY OF SAID NORTHEAST ONE-QUARTER (NE 1/4), 210 FEET TO A POINT; THENCE SOUTHERLY 133 FEET TO THE POINT OF BEGINNING.

FURTHER DESCRIBED AS LOTS 1, 2, 4, 5, 6, AND 7 OF BLOCK 2 OF SYLVANIA, ACCORDING TO THE UNRECORDED PLAT THEREOF PREPARED BY CHARLTON-DAVIS & SHELTON CIVIL ENGINEERS, IN MARCH, 1927, ALL OF SAID LANDS LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

THE ABOVE PROPERTY IS ALSO DESCRIBED AS THE NORTH 133 FEET OF THE SOUTH 164 FEET OF THE EAST 210 FEET OF THE WEST 619.5 FEET OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 35.

SAID LAND HAVING AN AREA OF 27,930 SQUARE FEET EQUAL TO 0.641 ACRES MORE OR LESS.

Survey 2:

LOTS 1, 2, 3, 6 THRU 12 AND THE EAST 1/2 OF LOT 13 OF SUMPTER'S ADDITION TO POMPANO THE FIRST ADDITION PER PLAT BOOK 10 PAGE 67; TOGETHER WITH A VACATED ALLEY PORTION OF NW 6 CT (7 ST) AS DESCRIBED IN OR 45181/321 AND PER VACATED 15' ALLEY LYING BETWEEN LOTS 6 THRU 12 AND EAST 1/2 OF 13 PER OR 38597/1455 AND OR 43583/377.

SOURCE OF THE LEGAL DESCRIPTION: BROWARD COUNTY PROPERTY APPRAISER

SAID LAND HAVING AN AREA OF 116,603 SQUARE FEET EQUAL TO 2.677 ACRES MORE OR LESS.

Exhibit B



SITE PLAN
SCALE: 1" = 50'



5101 N.W. 21ST AVENUE, SUITE 340
FORT LAUDERDALE, FL 33309
T: (954) 332-0184
F: (954) 332-0187
A: 0002317

DESIGNED: PKA
DRAWN: PKA
CHECKED: PKA
 CHECKED BY PASQUALE, IN
FIELD
 PASQUALE, ARCHITECT
/ 01/15/14

PINNACLE AT ENTRADA

POMPANO BEACH FL
PROJECT NO: 1450
DATE: 11/15/14

REVISIONS
11/14/14 SUBMITTAL

SITE PLAN

FLEX UNIT SUBMITTAL

Attachment I

CFN # 109699463, OR BK 47516 Page 1780, Page 1 of 5, Recorded 11/10/2010 at 03:59 PM, Broward County Commission, Deputy Clerk 3330

Return recorded copy to:

Development and Environmental Regulation Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:

Keith M. Poliakoff, Esq.
Becker and Poliakoff
3111 Stirling Road
Fort Lauderdale, FL. 33312

DECLARATION OF RESTRICTIVE COVENANTS (AFFORDABLE HOUSING)

This Declaration of Restrictive Covenants, made this 28 day of October, 2010, by AVERY GLEN, LLC, hereinafter referred to as "OWNER," and [N/A] as MORTGAGEE (if property described in Exhibit "A" is encumbered by a mortgage).

WHEREAS, OWNER is the fee title owner of that certain real property known as the Avery Glen Plat ("Plat"), located in Broward County, Florida, and legally described in Exhibit "A," attached hereto and incorporated herein (the "Property"); and

WHEREAS, OWNER hereby covenants that OWNER is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration and all mortgagees have been joined or subordinated; that OWNER has good right and lawful authority to make this Declaration; and that OWNER agrees to fully warrant and defend this Declaration against the claims of all persons whomsoever; and

WHEREAS, OWNER intends to build affordable housing units on the Property and has applied to BROWARD COUNTY for the waiver of One Hundred and Sixty-Six, Eight Hundred and Fifty Four and No/100 (\$166,854.00) in impact and/or administrative fees related to the Plat; and

WHEREAS, pursuant to Section 5-184 of the Broward County Land Development Code, a condition of waiving the impact and/or administrative fees for affordable housing is that OWNER must reasonably ensure that affordable housing units are rented or sold to persons meeting the income limitations defined in Section 5-201 of the Broward County Code of Ordinances; and

WHEREAS, OWNER, in fulfillment of that obligation hereby places certain restrictions on the use of the Property; NOW, THEREFORE:

1. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. OWNER hereby declares that the Property shall be held, maintained, transferred, sold, conveyed, and owned subject to the following designations and restrictive covenants:

OWNER hereby agrees that One Hundred and Sixty-Six, Eight Hundred and Fifty Four and No/100 (\$166,854.00) in impact and/or administrative fees have been waived for the Plat for the construction of:

14 very low income units
126 low income units

within the Plat. OWNER shall ensure that the aforementioned units shall be sold and rented to persons meeting the applicable income limitations, as defined in Section 5-201 of the Broward County Code of Ordinances.

3. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall run with the Property at the specified income level(s) for a period of at least:

- Twenty (20) years for rental housing, or
 Ten (10) years for owner-occupied housing.

4. BROWARD COUNTY, at the request of OWNER or its successor, shall cause a release to be recorded in the Official Records of Broward County, Florida upon payment of all applicable impact fees at the rate in effect at the time of the request for the release of the restrictive covenant prior to the above referenced time periods.

5. BROWARD COUNTY, through its Board of County Commissioners, its successors and assigns, is the beneficiary of these restrictive covenants and as such, BROWARD COUNTY may enforce these restrictive covenants by an action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these restrictions. Additionally, BROWARD COUNTY may institute foreclosure proceedings against the Property for the amount of fees that OWNER is bound to repay.

6. Any failure of BROWARD COUNTY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.

7. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.

8. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall become effective upon recordation.

9. (a) If there is a mortgage against the Property described in Exhibit "A," MORTGAGEE hereby agrees that the Mortgage it holds from OWNER recorded in Official Records Book _____, Page _____, of the Public Records of Broward County, Florida, all of which encumber the Property described herein shall be and are subordinate to the restrictive covenants set forth above, restricting the use of the real Property for the time periods set forth above.
- (b) In the event of a foreclosure whereby MORTGAGEE takes title to the Property, MORTGAGEE may request the release of the restrictive covenant restricting the Property included in Exhibit "A." The County Administrator is authorized to execute a release of the restrictive covenant upon payment of all applicable impact fees at the rate in effect at the time of the request for the release of the restrictive covenant.

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THIS IS NOT AN
OFFICIAL COPY

OWNER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

[Signature]
(Signature)

Print name: Lisa M. Gonzalez

[Signature]
(Signature)

Print name: Jaclynnggo

AVERY GLEN, LLC

Name of Owner (corporation/partnership)

By [Signature]
(Signature)

Print name: David O. Deutch

Title: Vice President of PHG-Avery, LLC

Managing Member of Avery Glen, LLC

Address: 9400 S. Dadeland Blvd., #100

Miami, Florida 33156

28 day of October, 2010

ATTEST (if corporation):

[Signature] (CORPORATE SEAL)

(Secretary Signature)

Print Name of Secretary:

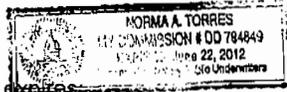
ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 28 day of October, 2010, by David O. Deutch, as Vice President of PHG-Avery, LLC, the Managing Member of AVERY GLEN, LLC, a Florida Limited Liability Company, on behalf of the corporation/partnership. He or she is:

personally known to me, or
 produced identification. Type of identification produced _____

(Seal)



My commission expires: _____

NOTARY PUBLIC:

[Signature]
Print name: Norma A. Torres

EXHIBIT "A"

LEGAL DESCRIPTION

All of Parcel 'A' of "Avery Glen", according to the Plat thereof, as recorded in Plat Book 178, Page 31 of the public records of Broward County, Florida.

THIS IS NOT AN
OFFICIAL COPY

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #14-082**

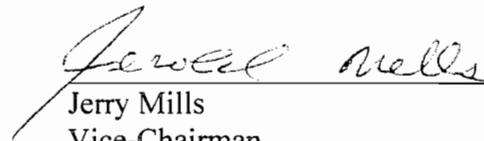
DATE: December 26, 2014
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: FLEX UNIT REQUEST
641 N DIXIE HY; 200 NW CT; 216 NW 8 CT
P & Z #14-05000002 Paola Florida, LLC and WTLG, LLC/Pinnacle at Entrada

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on December 17, 2014, the Board considered the request by **Paola Florida, LLC and WTLG, LLC** requesting 101 FLEX UNITS on the above referenced property.

The applicant, Paola Florida, LLC and WTLG, LLC, intends to provide one-hundred percent of affordable housing for the project.

As it is consistent with the goals, objectives, and policies of the Comprehensive Plan stated in Administrative Report 14-566, the Board unanimously recommends the approval of only the amount of units necessary for this project, not to exceed 101, with the following two (2) conditions of staff:

1. Applicant must deed restrict the property to meet Section 154.61(D)(3).
2. If funding is not secured for the project, any allocated flex units shall be returned to the City.



Jerry Mills
Vice-Chairman
Planning and Zoning Board/ Local Planning Agency

MEMORANDUM

Development Services

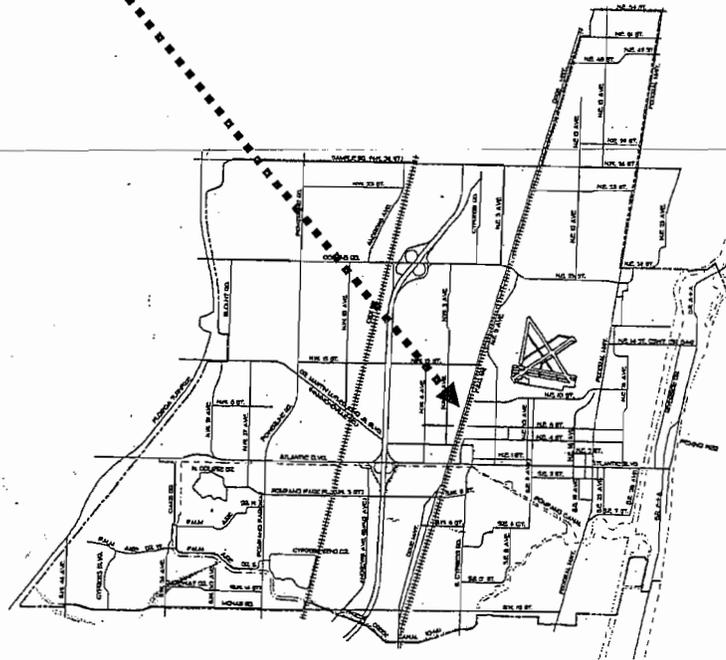
ADMINISTRATIVE MEMORANDUM NO. 14-566

DATE: December 4, 2014
TO: Planning and Zoning Board
VIA: Robin M. Bird, Development Services Director *RB*
FROM: Maggie Barszewski, AICP, Planner *MB*
RE: Pinnacle at Entrada Flex Allocation Request
December 17, 2014 meeting

P&Z # 14-5000002

This Flex allocation request is for a 6.966-acre subject property that has both Commercial (C) and Low Medium (LM) Residential Land Use designations on two parcels. The property is located on both sides of NW 8th Street, with the northern parcel on the corner of NW 8th Street and Dixie Hwy. The request is for a total of 101 Flex units to be allocated on property that has a Commercial Land Use. The site is owned by the Paola Florida, LLC & WTLG, LLC. The purpose for this flex unit allocation request is to allow the development of a multifamily affordable-housing development with a total of 121 units. The applicant has submitted a conceptual site plan (see Attachment I) showing the layout of the four proposed residential buildings.

641 N. Dixie Hwy.
200 NW 8th Court
216 NW 8 Court



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

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

City of Pompano Beach

13 Number

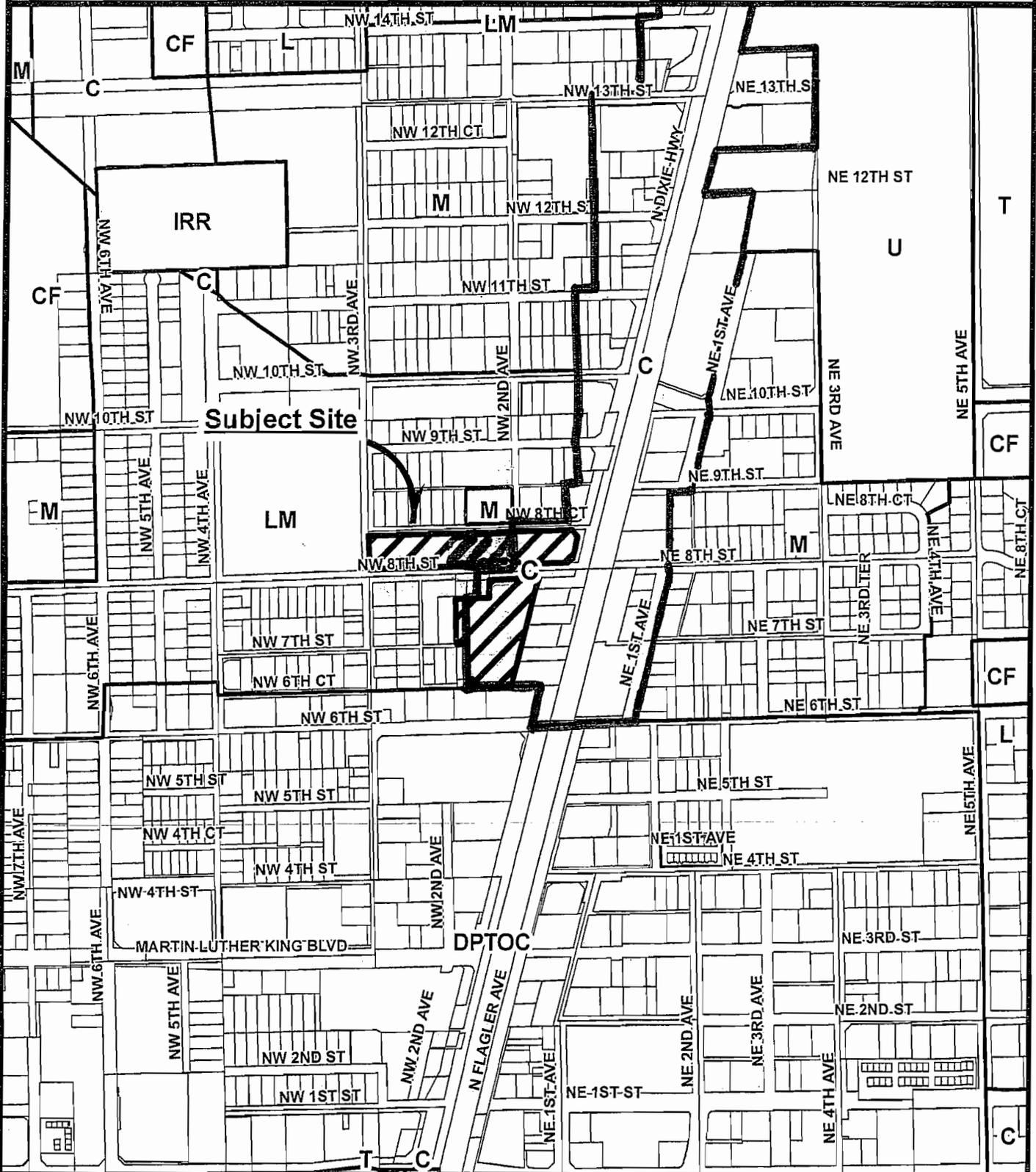


Reflects the maximum total number of units permitted within the dashed line of Palm Aire & Cypress Bend being 9,724 and 1,998

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

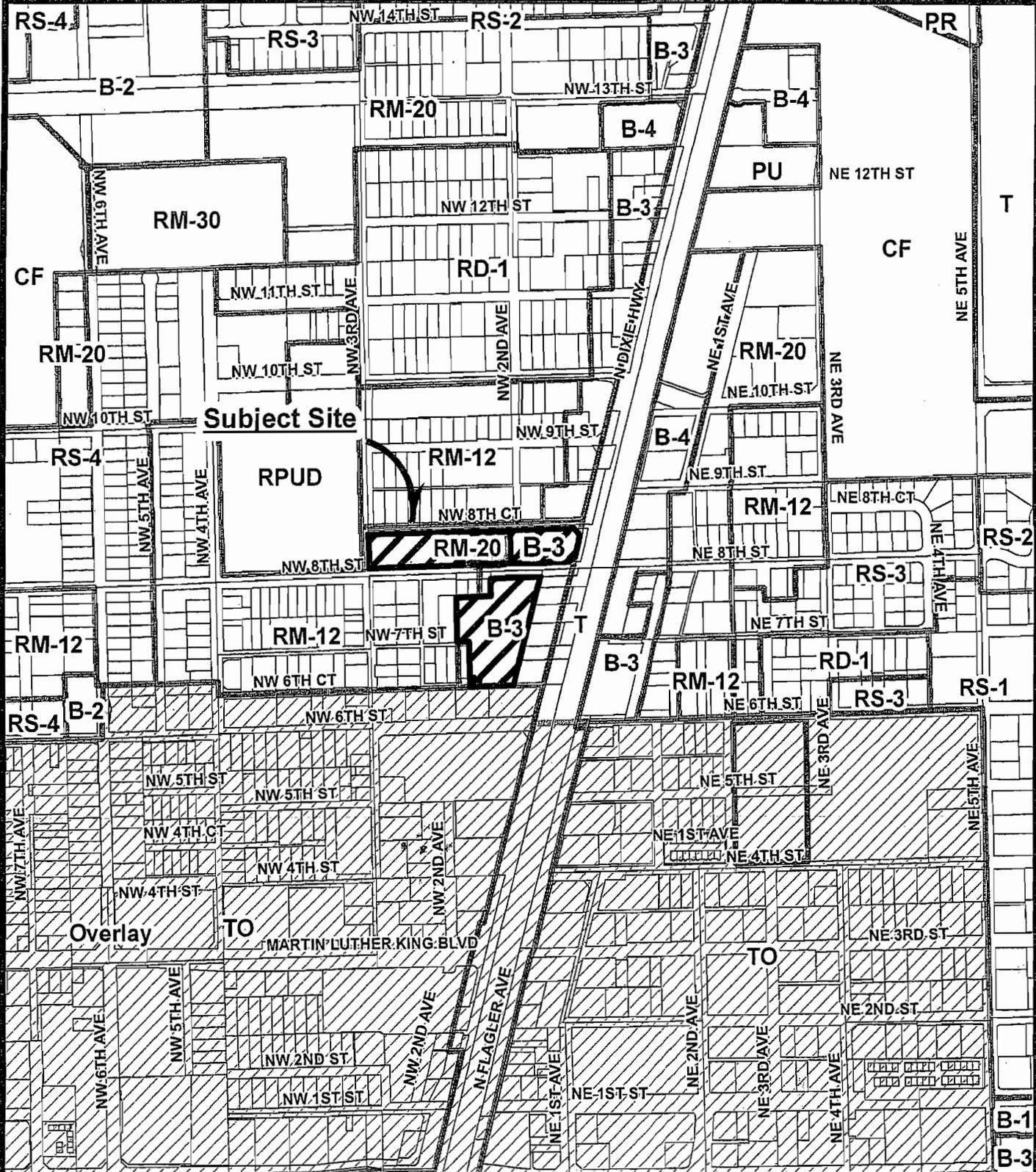


1 in = 600 ft

3

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH OFFICIAL ZONING MAP

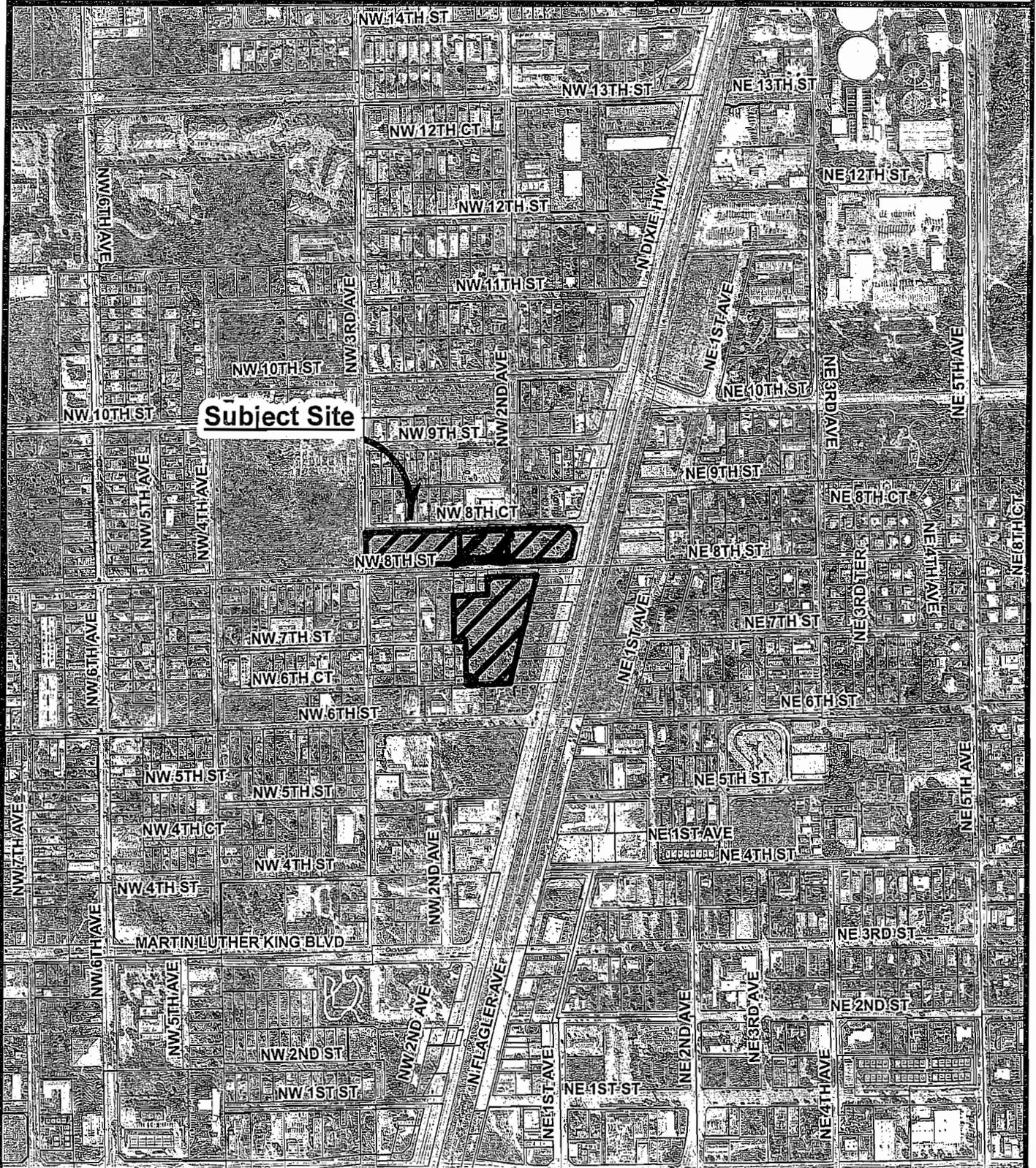


1 in = 600 ft

4

PREPARED BY:
DEPARTMENT OF
DEVELOPMENT SERVICES

CITY OF POMPANO BEACH AERIAL MAP



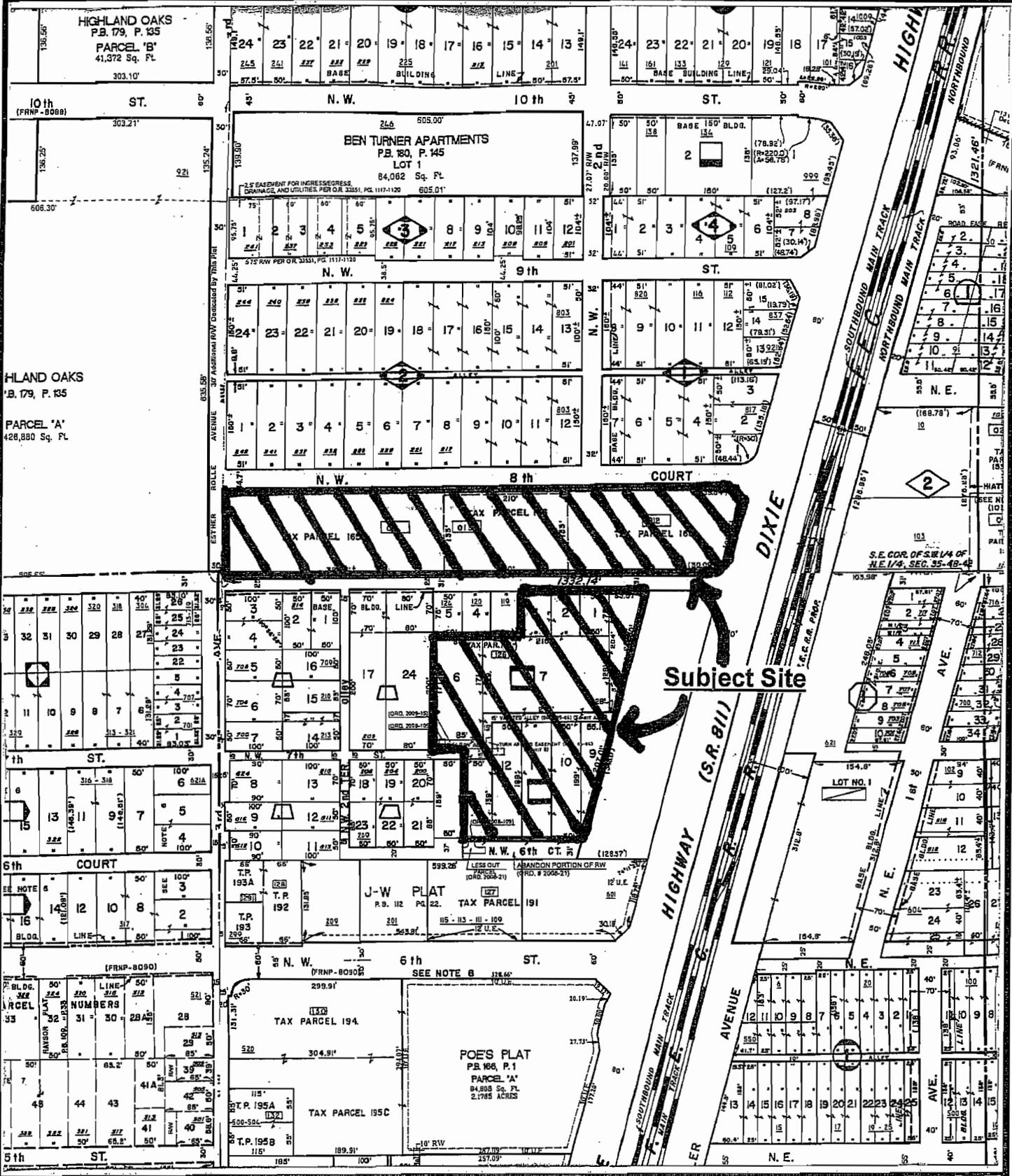
Subject Site

1 in = 600 ft

5

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 on both sides of NW 8th Street, with the northern parcel on the corner of NW 8th Street and Dixie Hwy.
2. The Zoning and uses of adjacent properties are:
North – RM-12 – Multiple Family Residential/single family properties
South – TO – Transit Oriented Overlay/used auto dealership & vacant Business buildings
West – RM-12 & RPUD – Multiple Family Residential & Residential Planned Unit Development/single family properties & vacant property
East – B-3 – General Business/retention basin, vacant properties & Dixie Hwy.
3. The main access to this property will be from NW 8th Street.
4. The Land Use Designation is C (Commercial) and LM (Low Medium Residential).
5. The subject property is included in the Flex Receiving Area.
6. The Transportation Corridor Study that was approved by the City Commission partially supports this request since the plan calls for the infusion of residential along the Dixie Highway Corridor. However it also calls for mixed use on the eastern edges of the two parcels along the Highway.
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.
The placement of residential use adjacent to existing multifamily-zoned residential is more compatible than the Commercial Land Use that the site has as its current designation. Furthermore, the site is within a quarter mile of the mass transit station located on Martin Luther King Boulevard, thereby promoting increased ridership.
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. This project will be providing 100 percent affordable housing.

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

01.04.01 The Planning Department shall support and promote the intermix of residential and commercial uses along major traffic corridors, where mass transit is available, through the allocation of flex and reserve units and approval of land use plan map amendments allowing for residential developments.

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, and policies of the Comprehensive Plan and with Section 154.61(D)(3) of the Code, specifically:

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

- 01.04.01 The Planning Department shall support and promote the intermix of residential and commercial uses along major traffic corridors, where mass transit is available, through the allocation of flex and reserve units and approval of land use plan map amendments allowing for residential developments.
- 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

MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 14-578

DATE: December 17, 2014
TO: Robin M. Bird, Development Services Director
FROM: Maggie Barszewski, AICP, Planner *MB*
RE: Pinnacle at Entrada Flex Allocation Request Number of Units

P&Z # 14-5000002

The applicant is requesting a Flex Allocation of 101 units; however that was based on a gross-acreage calculation instead of net. In order to provide for the project's 121 units all that is necessary for the Flex request is actually 97 flex units. Therefore staff recommends that the motion for approval should be as follows:

Motion 1:

Recommend approval of the Flex allocation of only the amount of units necessary for this project, not to exceed 101 units; 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 stated goals, objectives and policies of the Comprehensive Plan (which have been read into the record) and it is consistent with Section 154.61(D)(3) of the Code.

Meeting Date: January 27, 2015

Agenda Item 30

REQUESTED COMMISSION ACTION:

Consent 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	<i>Robert A. McCaughan</i>
Finance	11/25/14	APPROVE	<i>R. Sibble</i>
City Attorney	12/1/14	APPROVE	<i>[Signature]</i>
Budget	12-1-14	APPROVE	<i>[Signature]</i>

Advisory Board
 Development Services Director
 City Manager

Denison Beard

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading <u>1/13/15</u>	1st Reading _____	Results: _____	Results: _____
<u>Approved As Amended</u>	_____	_____	_____
2nd Reading <u>1/27/15</u>	_____	_____	_____
_____	_____	_____	_____



Phone: (954) 786-4507

City of Pompano Beach
PUBLIC WORKS DEPARTMENT

Fax: (954) 786-4028

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 *GL*
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

JILL R. MESOJEDEC

/jrm
l:cor/pw/2015-236

Attachment

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 and consulting services as it relates to the design and construction of the pier parking garage as might be requested by City 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. 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	

Notwithstanding the foregoing, either party may terminate the Agreement for cause. A party shall be in default if a party fails to perform any of its obligations hereunder and such failure continues for a period of twenty (20) days after written notice as provided in Paragraph 12, below, from the non-defaulting party specifying the nature of the failure.

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

and

Suzette Sibble, Finance Director
100 W. Atlantic Blvd.
Pompano Beach, Florida 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

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:

Mark Bryan

Scott Stenell

By:

Mark Pratt
MARK PRATT

Print

Name:

Title: PRESIDENT & CEO

Business License No. _____

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 14 day of January, 2015, 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

jmm
12/12/14
L: agr/pw/2015-330

ATTACHMENT A

Parking Manager's revised scope of services

ATTACHMENT A
AGREEMENT FOR PARKING MANAGEMENT SERVICES
SCOPE OF SERVICES

Parking Manager shall provide the following services during the term of the Agreement:

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 shall be 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. Coordinate 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 shall 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 shall have appropriate identifiable marks to indicate Parking Manager's affiliation with the City of Pompano Beach Parking Services, subject to City approval.
- o. Ensure enforcement personnel assigned to the contract are appropriately trained and possess all required certifications and/or licenses for issuing non-moving violations. Parking Manager shall be 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 shall, at a minimum, indicate no. of citations issued for the previous fiscal year (October 1st through September 30th), number of enforcement personnel writing citations, number 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 shall be provided as part of the package, which shall 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. Assist and consult with the City, as necessary in any enhancement, change or modification of its parking enforcement program.
- t. Assist 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 Broward Sheriff's Office (BSO) personnel, if applicable.
- c. For citations issued by Parking Manager, shall 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 shall also notify violators that if payment is not received in full within thirty days of the date indicated on the letter, the obligation shall be referred to the City's collection agency, which shall result in the violator being obligated for all collection fees incurred by the City to effect such. Language in letter must be pre-approved by the City.
- d. Shall provide a phone, fax and email address to which violators may direct inquiries. Such shall be indicated on the parking citation issued. Parking Manager shall also coordinate requests by violators for a court date to contest citations and coordinate such efforts with the City Attorney's Office. Parking Manager shall 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. Such office shall be operated Monday through Friday, 8 a.m. to 5 p.m.
- f. For citations issued by Parking Manager, on a Quarterly basis, Parking Manager shall generate a report of outstanding parking citations older than ninety (90) days and export data to an excel file. Parking Manager shall email a spreadsheet to the City's Finance Director or designee showing all relevant information for each citation. Parking Manager shall add a collection fee of 17% (as may be amended from time to time) to each citation amount due once the account has been referred to the Finance Department for formal collection action. Parking Manager's systems shall 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. Shall be responsible for providing 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 shall be delayed if violators have

at least three (3) regular unpaid citations or one (1) unpaid handicap citation. Parking Manager shall be responsible for establishing a process whereby the State shall provide detailed information for violators (i.e. addresses, DL# etc.) directly to Parking Manager to allow for the mailing of letters to violators and assist in follow-up collection efforts. Parking Manager shall 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 shall 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 shall indicate the parking citation no., receipt no., the date paid, the amount paid, and nature of payment (i.e. parking citation). Parking Manager shall 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 shall be responsible for securing deposit bags and tickets for City's banking partner. Parking Manager shall 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 shall inform Parking Manager of such for update of Parking Manager's records. Parking Manager shall be 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 shall be inclusive of a cash receipts processing report and shall be provided within 24 hours of processing of transactions.
- c. Daily collection of cash and coins extracted from parking meters. Parking Manager shall accept these funds at its local office site, to include facilitation of payment via credit card and process the receipts in its own cash receipts system. Parking Manager shall be responsible for all payment processor fees governing credit card acceptance. Parking Manager shall 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. Parking Manager shall be responsible for taking a physical count of cash and coins (and provision of a coin counter) and completing a bank deposit slip(s) for deposit of the meter collections. City shall provide daily-armed service pickup for physical deposit of meter collections to the bank. Parking Manager shall 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 shall 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 shall 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 shall 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

Parking Manager shall establish separate ledger accounts 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 shall 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 shall be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

- d. Administer 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). Parking Manager shall be required to process and record receipts related to this program. Such cash receipts system shall 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 shall indicate the parking permit no., receipt no., the date paid, the amount paid, and nature of payment (i.e. residential parking permit). Parking Manager shall prepare bank deposit slips for this activity with the City providing for daily-armed service pickup of such deposits. Parking Manger shall be responsible for recording this activity in a dedicated system account (i.e. residential parking permits) and shall 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 shall be responsible for maintaining all applications and proof of qualification for each permit issued, in accordance with the City's records retention policy.

- e. Shall request refunds pertaining to any of the activities discussed above be processed through the City's Treasury Division and Treasury Division shall communicate such refunds to Parking Manager for update of Parking Manager's records and systems once refund has been processed.
- f. Shall 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.
- g. Shall be 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 shall be 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 shall be responsible for the posting of these online payments to Parking Manager's cash receipts system. Parking Manager shall 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.
- h. Within thirty (30) days from City's fiscal year end (September 30th), shall 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. Assist 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. Provide advice regarding most efficient lighting methodology.
- d. Estimate the proper maintenance reserve fund that should be accrued to provide for long-term structural stability.
- e. Assist in selection and placement of signs needed to properly control the parking facility traffic flow, ingress/egress, etc.
- f. Provide any other consulting services requested by City, on an as needed basis.

General Requirements

- a. Parking Manager (all parties to the Agreement) shall be licensed to do business in the State of Florida and shall obtain a business tax receipt for the City and Broward County, prior to commencement of services.
- b. Parking Manager shall 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 shall 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 shall 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 shall

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 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 shall 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

<u>Depreciation</u>	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
<u>Expense & Supplies</u>	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
<u>Fuel Expenses</u>	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
<u>Housekeeping</u>	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
<u>Insurance</u>	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
<u>Insurance Group</u>	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
<u>Insurance Workman Comp</u>	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
<u>Maintenance</u>	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
<u>Management Fee</u>	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
<u>Credit Card Processing Fees</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Taxes FICA</u>	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
<u>Taxes Fed U C</u>	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
<u>Taxes State U C</u>	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
<u>Uniforms & Laundry</u>	2,500.00	-	-	-	-	2,500.00	-	-	-	-	-	-	5,000.00
<u>Utilities</u>	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
<u>Utilities - Telephone</u>	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
<u>Vehicle Maintenance</u>	120.00	-	-	120.00	-	-	120.00	-	-	120.00	-	-	480.00
<u>Wage</u>	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

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

\$ 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.

EXPENSE AND SUPPLIES WORKSHEET

<u>Category</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
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
 LOCATION # 0

DATE: 9/10/2014

REVISION 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
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
FL

DATE: 9/10/2014

REVISION: 0

PAYROLL TAX WORKSHEET

Month	Monthly Total	Federal U/C	State U/C	FICA	Workman Comp.	Federal U/C Fica	0.011 0.0765				
January	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70						
February	\$9,269	\$101.96	\$500.55	\$709.12	\$501.48	8	State	U/C Rate	WC Rate	WC Admin	WC Total
March	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		IN	0.0315	0.0157	0.0030	0.01870
April	\$9,919	\$109.10	\$535.60	\$758.77	\$536.59		NJ	0.0660	0.0563	0.0055	0.06180
May	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		VA	0.0433	0.0188	0.0045	0.02330
June	\$9,919	\$109.10	\$535.60	\$758.77	\$536.59		NV	0.0120	0.0295	0.0070	0.03650
July	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		DC	0.0290	0.0198	0.0059	0.02570
August	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		MD	0.0730	0.0504	0.0059	0.05630
September	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		LA	0.0010	0.0291	0.0030	0.03205
October	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		FL	0.0540	0.0482	0.0059	0.05410
November	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		GA	0.0451	0.0536	0.0059	0.05950
December	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		NY	0.0640	0.0246	0.0059	0.03050
							MA	0.0488	0.0162	0.0425	0.05870
	\$122,916	\$1,352.08	\$6,637.47	\$9,403.08	\$6,649.76						

Total Facility Spaces

1,355

Employees Part Time
 Full Time
 Total

4
 4
 8

Total Facility Desktops
 Include Thin Clients - DO NOT INCL System PC's
 for WPS, Amano, Federal, etc.

1

Group Health (No. of Employees in plan)

4

Monthly Reporting, Balancing Checking Acct, Etc.

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	Per Year
		\$ 1.37			\$ 154.70	\$ 1,856.35
	\$ 4.92				\$ 85.25	\$ 1,023.05
			\$ 128.60		\$ 128.60	\$ 1,543.20
	\$ 184.00				\$ 61.33	\$ 736.00
				\$ 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



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/departments/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@iedfl.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 1/2" 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: <i>MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE</i>		
* 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	combined	
damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE*

	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form	property damage	
XX owned		
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

<u> </u>	other than umbrella	combined	\$2,000,000.	\$2,000,000.
-------------	---------------------	----------	--------------	--------------

XX	PROFESSIONAL LIABILITY		\$1,000,000.	\$1,000,000.
	* Policy to be written on a claims made basis			

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.

<u>Criteria</u>	<u>Point Range</u>
A. Experience and Expertise	0-35
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.	
B. References	0-5
History and performance of firm/project team on similar projects. References and recommendations from previous clients.	
C. Resources and Methodology	0-15
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.	
D. Location of Regional Office	0-5
Proximity to Pompano Beach Office location.	
E. Cost	0-40
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.	
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 _____

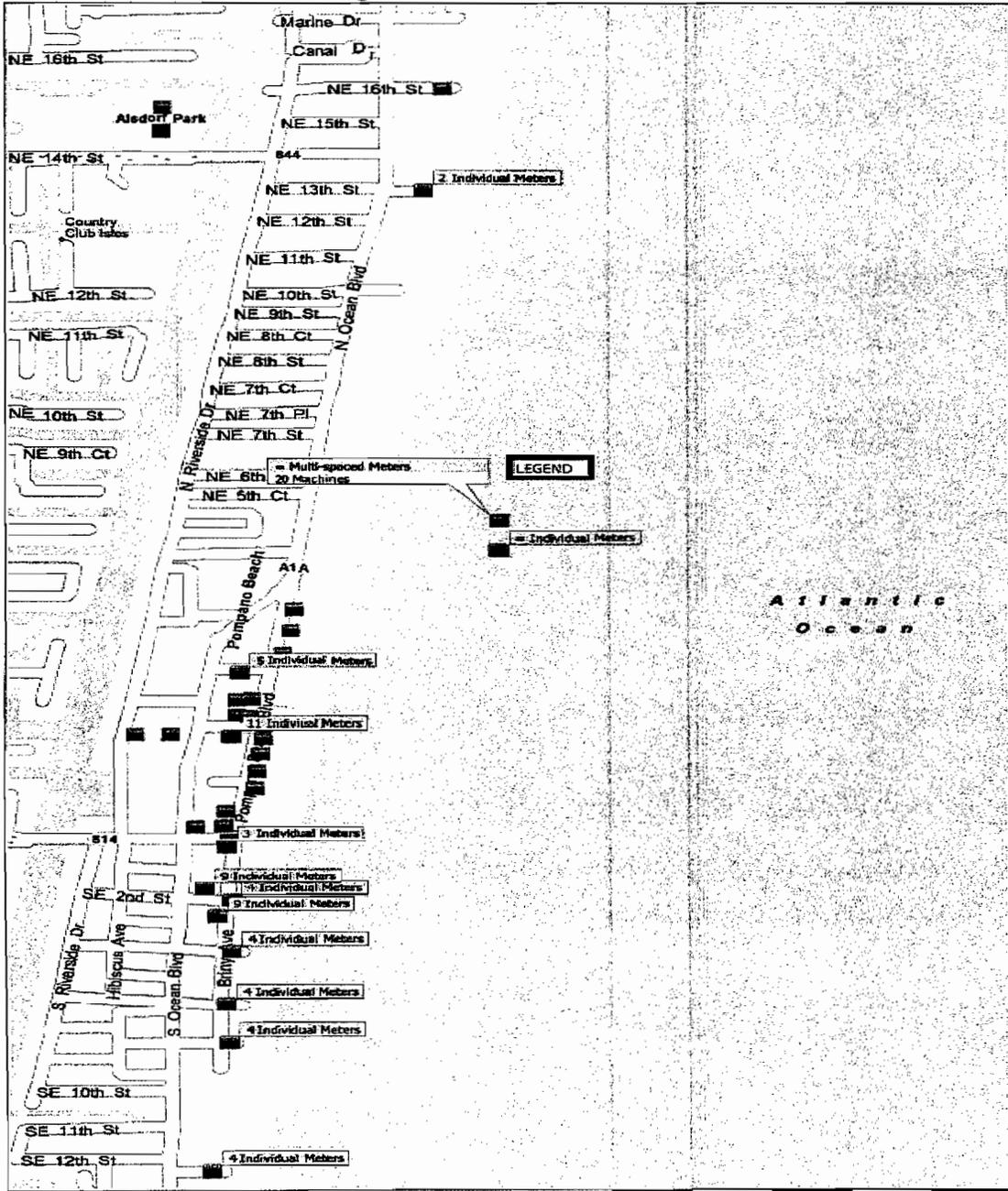
ATTACHMENT "A"

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, Spaces 2001 - 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



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ATTACHMENT D

PARKING MANAGER'S BID RESPONSE

www.pompanobeachfl.gov/denisonparkinginc

Meeting Date: 1/27/2015

Agenda Item 21

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration/Discussion Presentation

SHORT TITLE A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING THE POMPANO BEACH 10-YEAR WATER SUPPLY PLAN UPDATE AS REQUIRED BY CHAPTER 373 OF THE FLORIDA STATUTES PREPARED BY MWH AMERICAS, INC., PROVIDING AN UPDATE TO THE PLAN; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

The South Florida Water Management District (District) Governing Board approved the 2013 update of the Lower East Coast (LEC) Water Supply Plan in September 2013. According to Chapter 163.3177(6)(c)3 of the Florida Statutes, the City of Pompano Beach Water Supply Facilities Work Plan prepared in 2007-2009 must be updated and submitted to the Florida Department of Economic Opportunity (FDEO) within 18 months of District approval of the LEC Plan.

The City requested MWH Americas, Inc. to prepare the update per District requirements, including the necessary modeling to determine future drinking water available volumes. This item directly supports City Strategic Plan initiative 1.7 of the Quality and Affordable Services Strategy, which is "Ensure adequate water resources for current and future population," and the completion of this Plan update is listed as objective 1.7.1 under this strategy. This is a companion item to the Ordinance amending the Comprehensive Plan to be consistent with this Water Plan update.



Accomplishing this item supports achieving initiative " 1.7 " identified in the City's: Quality and Affordable Services Strategy

- (1) Origin of request for this action: Maria Loucraft, Utilities Compliance & Efficiency Manager
- (2) Primary staff contact: A. Randolph Brown Ext. 545-7044
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities	01/13/15	Approval	Memo # 15-20
Dev. Services	01/15/15	Approval	
City Attorney	12/5/15	Approval	CAC# 2015-313

City Manager

ACTION TAKEN BY COMMISSION:

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



Phone: (954) 545-7043

**City of Pompano Beach
UTILITIES ADMINISTRATION**

Fax: (954) 545-7046

MEMORANDUM NO. 15-20

DATE: Tuesday, January 13, 2015

TO: Mayor and City of Pompano Beach Commissioners

THROUGH: Dennis Beach, City Manager

FROM: A. Randolph Brown, Utilities Director 

SUBJECT: Ten Year Water Supply Plan

The South Florida Water Management District (District) Governing Board approved the 2013 update of the Lower East Coast (LEC) Water Supply Plan in September 2013. According to Chapter 163.3177(6)(c)3 of the Florida Statutes, the City of Pompano Beach Water Supply Facilities Work Plan prepared in 2007-2009 must be updated and submitted to the South Florida Water Management District (SFWMD) and the Florida Department of Economic Opportunity (FDEO) within 18 months of District approval of the LEC Plan (March 2015). The Water Supply Plan is required to demonstrate sufficient water availability to meet current and future demand based on available and planned equipment and facilities, population projections, and planned development/land use.

Once the draft 10 year Water Supply Plan is approved by City Commission, the plan will be submitted to the SFWMD and FDEO for review. The City will then modify the plan to comply with any required changes and return to the City Commission for a second reading. After the second approval, the plan will be resubmitted to the SFWMD and FDEO.

This item directly supports City Strategic Plan Quality and Affordable Services Strategy 1.6 ***Ensure adequate water resources for current and future population***, and is listed as objective 1.7.1 under this strategy.

The Water Supply Plan consists of 61 pages of required data and information along with the Comprehensive plan goals, policies and objectives related to water. The remaining portion of the plan is comprised of appendices.

The Water Supply Plan concludes that the City will meet future water demands by expanding the existing reuse system, continuing the conservation program and investigating other alternative water supplies such as needed.



City Attorney's Communication #2015-313
December 5, 2014

TO: Maggie Barszewski, AICP, Planner
FROM: Gordon B. Linn, City Attorney
RE: Resolution Accepting the 10-Year Water Supply Plan Update

As requested in your memorandum of December 4, 2014, Department of Development Services Memorandum #14-565, the following form of resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING THE POMPANO BEACH 10-YEAR WATER SUPPLY PLAN UPDATE AS REQUIRED BY CHAPTER 373 OF THE FLORIDA STATUTES PREPARED BY MWH AMERICAS, INC., PROVIDING AN UPDATE TO THE PLAN; 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/2015-313

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ACCEPTING THE POMPANO BEACH 10-YEAR WATER SUPPLY PLAN UPDATE AS REQUIRED BY CHAPTER 373 OF THE FLORIDA STATUTES PREPARED BY MWH AMERICAS, INC., PROVIDING AN UPDATE TO THE PLAN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 373 of the Florida Statutes mandates the updating of local government water supply plans; and

WHEREAS, MWH Americas, Inc. has prepared an update to the City Of Pompano Beach 10-Year Water Supply Plan; now therefore,

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

SECTION 1. The City Commission of the City of Pompano Beach, Florida hereby adopts the Water Supply Plan, a copy of which is attached hereto and made a part hereof as Exhibit A.

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

Exhibit A

This Exhibit is the

Ten Year Water Plan Update

(14 bound copies have been provided to the Mayor & Commission prior to the Commission Meeting.)



Prepared For:
City of Pompano Beach



Water Supply Facility Work Plan

December 16, 2014
DRAFT

MWH Project 10504328



MWH[®]

BUILDING A BETTER WORLD



TABLE OF CONTENTS

- 1. INTRODUCTION1**
- 1.1 Background..... 1
- 1.2 Purpose and Objectives 1
- 1.3 Relevant Regional Issues..... 2
 - 1.3.1 Surficial Aquifer System and Limited Water Availability 2
 - 1.3.2 2008 Ocean Outfall Program and Reuse Water Options 3
- 2. WATER SERVICE AREA.....5**
- 2.1 Water Service Area5
- 2.2 Service to Other Local Government Jurisdictions5
- 2.3 BCWWS District 1 & 2 Service Areas5
- 2.4 Private Suppliers 6
- 3. EXISTING FACILITIES.....9**
- 3.1. Water Supply Facilities..... 9
 - 3.1.1 Wellfields..... 9
 - 3.1.2 Consumptive Use Permit Conditions..... 12
 - 3.1.3 BCWWS Districts 1 and 2 Wellfields..... 12
 - 3.1.4 BCWWS Consumptive Use Permit Conditions 13
- 3.2 Water Treatment and Storage Facilities 13
 - 3.2.1 Water Treatment Facilities 15
 - 3.2.2 BCWWS Water Treatment Facilities 16
 - 3.2.3 City Water Storage Facilities..... 16
 - 3.2.4 BCWWS Water Storage Facilities 16
- 3.3 Water Distribution Facilities 17
 - 3.3.1 Water Distribution System..... 17
 - 3.3.2 BCWWS Water Distribution System..... 17
- 3.4 Reuse Water Treatment, Storage, and Transmission Facilities 18
 - 3.4.1 Reuse Water Treatment Facilities 18
 - 3.4.2 Reuse Water Storage and Transmission Facilities 20
 - 3.4.3 BCWWS District 2 Reuse Water Facilities..... 20
- 3.5 Potable Water Level of Service Standards 20
- 3.6 Summary..... 20



4. POPULATION AND WATER DEMAND PROJECTIONS..... 22

4.1 Historical Population22

4.2 Population Projections25

 4.2.1 City Water Service Area Population.....25

 4.2.2 City Population.....26

4.3 Historical Water Use27

4.4 Finished Water Demand Projections.....29

 4.4.1 Adjusted Finished Water Demand Projections.....29

4.5 Raw Water Demand Projections29

4.6 Water Conservation and Reuse Practices.....31

 4.6.1 Water Loss Monitoring33

5. WATER SUPPLY FACILITIES WORK PLAN 36

5.1 Traditional Water Supply Projects36

5.2 City Alternative Water Supply Projects.....36

 5.2.1 Reuse Distribution System Expansion.....39

 5.2.2 Water Conservation - Irrigation Water Restrictions – Potable Water Demand Credit41

 5.2.3 Reuse Water Offset – Biscayne Aquifer Offset.....41

 5.2.4 East Reuse Water Landscape Irrigation41

 5.2.5 Other AWS Projects44

5.3 BCWWS Alternative Water Supply Projects44

5.4 10-Years Work Plan and Capital Improvement Plan49

 5.4.1 City’s 10-Year Work Plan and Capital Improvement Plan49

 5.4.2 BCWWS 10-Year Work Plan and Capital Improvement Plan.....49

5.5 Conclusion49

6. GOALS, OBJECTIVES AND POLICIES 53



APPENDICES

- Appendix A Relevant Portion of Cited Florida Statute Provisions
- Appendix B Broward County Water Supply Facilities Work Plan Draft
- Appendix C Private Individual Potable and Non-potable Water Uses in the City
- Appendix D1 City of Pompano Beach Consumptive Use Permit
- Appendix D2 City of Pompano Beach Consumptive Use Permit Letter Modification
- Appendix E City of Pompano Beach Reuse Agreement and Addendum with City of Lighthouse Point
- Appendix F Town of Lauderdale-by-the-Sea Water Supply Facilities Work Plan Draft
- Appendix G City of Lighthouse Point Water Supply Facilities Work Plan Draft

LIST OF TABLES

PAGE

Table 3.1 City Wellfields Capacity Summary.....	11
Table 3.2 City of Pompano Beach SFWMD CUP Allocation.....	12
Table 3.3 BCWWS Wellfield Data.....	13
Table 3.4 Summary of City Finished Water Storage Facilities.....	16
Table 3.5 BCWWS Finished Water Storage Facilities.....	17
Table 3.6 Summary of Water Facilities Capacities.....	21
Table 4.1 Historical City Water Service Area and City Population.....	24
Table 4.2 Population Projections for the City and its Water Service Area through 2025.....	25
Table 4.3 BCWWS Population Projections.....	27
Table 4.4 City of Pompano Beach Raw Water and Finished Water Historical Use.....	28
Table 4.5 City of Pompano Beach Average Annual Daily Finished Water and Raw Water Demand Projections for the City's Water Service Area from 2014 through 2025.....	30
Table 4.6 City of Pompano Beach Conservation and Reuse Regulations.....	34
Table 4.7 Summary of Annual Percent Water Loss.....	35
Table 5.1 City of Pompano Beach Proposed Alternative Water Supply Projects.....	36
Table 5.2 City of Pompano Beach Raw Water Average Annual Day Demand (AADD) by Source.....	37
Table 5.3 City of Pompano Beach Proposed Reuse Water System Expansion Project Estimated.....	39
Table 5.4 Identified Irrigation Well Users in the Reuse Water Land Application Areas.....	42
Table 5.5 District 1 Finished and Raw Water Projected Demands.....	45
Table 5.6 District 2/Coconut Creek Finished and Raw Water Projected Demands.....	47
Table 5.7 City Water/Alternative Water Supply Capital Improvement Plan Program.....	50
Table 5.8 BC Water/Alternative Supply Capital Improvement Plan Program.....	51
Table 5.9 City of Pompano Beach Comparison of Facility Capacity and Future Anticipated Permitted Amount.....	52



LIST OF FIGURES	PAGE
Figure 2.1 Location of the City of Pompano Beach in Broward County	7
Figure 2.2 City of Pompano Beach and BCWWS Water Service Areas	8
Figure 3.1 City of Pompano Beach and BCWWS Wellheads	10
Figure 3.2 City of Pompano Beach and BCWWS Water Facilities.....	14
Figure 3.3 Existing Facilities Overall Process Flow Diagram.....	15
Figure 3.4 City of Pompano Beach and BCWWS Reuse Water Land Application Areas and Facilities ..	19
Figure 4.1 City of Pompano Beach Boundary and Annexation Areas.....	23
Figure 5.1 City of Pompano Beach Raw Water and Water Supply Projections	38
Figure 5.2 City of Pompano Beach and BCWWS Reuse Water Proposed Land Application Areas.....	40
Figure 5.3 Finished and Raw Water Projected Demands vs. Allocations	46
Figure 5.4 District 2 Finished Raw Water Projected Demands vs. Allocations.....	48



1. INTRODUCTION

The State of Florida has passed legislation over the past few years with the purpose of strengthening the linkage between growth and water availability based on specific demands identified in the water supply planning process. Section 373.709, Florida Statutes, Section 163.3177(6) (c)3, Florida Statutes, requires that the water supply work plan be updated within 18 months after a water management district's governing board approves an updated regional water supply plan to reflect whatever changes in the regional plan affect their local water supply and work plan. The City's last Water Supply Facilities Work Plan was prepared and adopted in 2008. The South Florida Water Management District (SFWMD) performed an update to the Lower East Coast Regional Water Supply Plan in September 2013. This Water Supply Facilities Work Plan (Work Plan) has been prepared for the City of Pompano Beach (City), located within Broward County (County). It has been prepared in response to the requirements for local governments to revise their Comprehensive Plan within 18 months after the Regional Water Supply Plan is adopted.

1.1 Background

The Florida Legislature enacted bills in the 2002, 2004, 2005 and 2011 sessions to address the state's water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S., by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use and water supply planning. This strengthened coordination started requiring local governments to prepare a Water Supply Facilities Work Plan (Work Plan) if the local government was located within an area that had a Regional Water Supply Plan. These local governments are required to submit a Work Plan to ensure linkage between the Regional Water Supply Plan and their individual comprehensive plans. Each Work Plan should address infrastructure and conservation requirements, needed capital improvements, and inter-governmental and water supplier coordination.

Appendix A, herein; **Relevant Portion of Cited Florida Statute Provisions**, provides a summary of regulatory requirements that impact local governments and their water supply planning efforts. As a result of their required regional water supply planning efforts, the South Florida Water Management District (SFWMD) evaluated the adequacy of existing water supplies to meet existing and future water demands and determined that traditional water supply resources from the Biscayne Aquifer will not be adequate to meet future demands. The 2013 Lower East Coast Water Supply Plan Update indicates most future water supply needs will need to be met by the implementation of alternative water supply sources. All local governments located within the Lower East Coast regional area are now required to develop a Work Plan to ensure linkage between the regional water supply plan and their individual comprehensive plans by March 2015.

1.2 Purpose and Objectives

The purpose of this Work Plan is to assess the City of Pompano Beach's (City) current water sources and the associated facilities and evaluate their adequacy to meet the projected future raw and treated water demands. The Work Plan will outline alternative water supplies necessary to serve existing and new developments for the planning horizon from year 2015 to 2025. The Work Plan development will facilitate the required coordination efforts for water supply and land use planning between the City's Planning and Development Department and Utility Department, the SFWMD, and each of the water receiving local governments (City of Lighthouse Point and Town of Lauderdale-by-the-Sea). Broward County Water and Wastewater Services (BCWWS) provide water to portions of the City of Pompano Beach. The Work Plan incorporates information on BCWWS. As required, it is anticipated that this Work Plan will be updated every five years or within 18 months after the Governing Board adoption of a new LEC Plan.



1.3 Relevant Regional Issues

This section is a brief description or narrative discussing the overarching regional issues impacting water supply planning at the local level. The regional issues identified for 2030 in the Lower East Coast Water Supply Plan and outlined in Broward County's Water Supply Facilities Work Plan (WSFWP) are briefly described below:

1. Increased withdrawals from both the Surficial Aquifer System and surface water from Lake Okeechobee are limited.
2. Use of reuse water continues to be an important alternative source in the region and helps to meet requirements of the 2008 Leah G. Schad Ocean Outfall Program.
3. Integration of climate impacts and sea level rise into water resources planning.
4. Conservation continues to be relied upon to reduce per capita use and a means to potentially delay or perhaps avoid adding capacity.

1.3.1 Surficial Aquifer System and Limited Water Availability

The Surficial Aquifer System (SAS) in the southeastern Florida peninsula is the primary source of freshwater to residents of Broward County, Miami-Dade County, and southeastern Palm Beach County. Withdrawals from the SAS are managed by the SFWMD through the issuance of Consumptive Use Permits (CUP). In order to secure and maintain a CUP; applicants, consisting of water utilities, developers, agricultural operations, and water control districts must meet the permitting criteria of: 1) being a reasonable and beneficial use of the resource; 2) demonstration of no adverse impact to other existing legal uses of water; and 3) assurance that the use of the requested quantity of water is necessary for economic and efficient use and is both reasonable and consistent with the public interest (including harm to the environment, saltwater intrusion, wetlands, and movement of pollution). Consumptive use permits require water conservation to prevent wasteful uses, such as the use of reuse water (treated wastewater/ reuse water). All water supply utilities applying for an individual permit are required to develop and implement a water conservation plan.

Water can be used for public supply (drinking water), agricultural and nursery plant irrigation, golf course irrigation, commercial use, dewatering/mining activities and power. Water uses not covered by these consumptive use permits include domestic uses, home irrigation and water used for firefighting. These uses must include compliance with the Minimum Flow and Levels (MFLs) established for surface water and groundwater sources, Chapter 373, (F.S.). In the implementation of prevention strategy for the Everglades and Lake Okeechobee MFLs, the Governing Board of the District adopted Restricted Allocation Areas in 2007 and 2008. For the LEC planning region, this mandated that new water demands requiring recharge from the Everglades system be met through the development of alternative water supply (AWS).

The following are considered as AWS sources: salt water; brackish water; surface water captured during wet-weather flows; sources made available through the addition of new storage capacity for surface or groundwater; water that has been reused after one or more public water supply, municipal, industrial, commercial, or agricultural uses; the downstream augmentation of water bodies with reuse water; stormwater; and any other water supply source that is designated as nontraditional for a water supply region in the applicable water supply plan. Opportunities for assistance for these AWS projects occurred in 2005 with the passage of Senate Bill 444 creating a funding and incentives program to encourage the development of alternative water. Since this program, funding has been severely limited within the Lower East Coast region and has directly impacted the ability of local water supply entities to advance the development of AWS projects through their own individual efforts.



1.3.2 2008 Ocean Outfall Program and Reuse Water Options

In 2008, the Florida Legislature enacted an ocean outfall legislation which required the elimination of the use of six ocean outfalls in southeastern Florida as the primary means for disposal of treated domestic wastewater, influencing the Broward County North Regional Wastewater Treatment Plant (BCNR WWTP) facilities which serve the City of Pompano Beach. The objectives of this statute were to reduce nutrient loadings to the environment and to achieve the new use of water for water supply needs.

This statute requires BCNR WWTP to reuse at least 60 percent of the historic outfall flows by 2025 and follow the below outfall program:

- Discharge through ocean outfalls must meet either advanced wastewater treatment and management by December 31, 2018, or an equivalent reduction in outfall nutrient loading.
- A functioning reuse system that reuses a minimum of 60 percent of the facility's actual flow on an annual basis installed no later than December 31, 2025.
- Timely submission of certain progress and planning summary documents.
- Inclusion of projects that promote the elimination of wastewater ocean outfalls in SFMWD's regional water supply plans.
- State or SFWMD funding assistance must give first consideration to water supply development projects that replace existing sources or implement reuse projects to eliminate ocean outfalls.

Important considerations when developing reuse water projects are rising sea levels, and increasing salt concentrations in coastal wastewater collection systems that could impact cost-effective reuse water opportunities. Related infrastructure impacts from sea level rise include accelerated physical degradation of the built environment, increased Operations and Maintenance (O&M) and engineering design costs to support long-term public water and wastewater capital projects. In addition, significant and strategic monitoring and financial programming will be needed to support adaptation strategies. These options might include lining the sanitary sewer collection systems, redesigning or relocating collection systems, and building additional water quality treatment capacity such as membrane filtration.

The City of Pompano Beach has been at the forefront of progressive efforts to conserve water through reuse. Implementation of the City's reuse water program brings the following benefits:

- Reduces potable water use for irrigation demands through the targeted increase in reuse connections. Reduces potable water usage as mandated by the SFWMD Lower East Coast Water Supply Plan and the City's CUP
- Protects wellfields through lower withdrawals of the City's eastern and western potable water supply wellfields.
- Assists Broward County by reducing the volume of effluent released through Broward County's Ocean Outfall.

As part of the City's Strategic Plan the City anticipates conducting an analysis of the potential impact of rising ocean levels in the City by 2017. Following the report findings the City plans to develop appropriate policies and standards integrating sea level changes in the Comprehensive Plan by 2018. County-wide initiatives are addressed in the County's WSFWP included in **Appendix B** of this report.



Conservation

The City' comprehensive approach to water conservation includes an extensive public education and outreach program about water reuse and conservation efforts. The City reminds customers to conserve water and follow the two-day-a-week year-round landscape irrigation restrictions to protect water resources and help delay additional water restrictions that may be needed if a water shortage occurs. The City ordinances require all multi-family residential and commercial uses to connect to the reuse system. Additional information about the City's conservation program is included in **Section 4.6**.

This Water Supply Facilities Work Plan includes the following primary sections:

- Section 2 - Water Service Area
- Section 3 - Existing Facilities
- Section 4 - Population and Water Demand Projections
- Section 5 - Water Supply Facilities Work Plan
- Section 6- Goals, Objectives and Policies



2. WATER SERVICE AREA

The City of Pompano was incorporated in 1908 and had a population of about 250 residents. In 1947 the City of Pompano merged with the newly formed municipality on the beach and became the City of Pompano Beach (City). It is the second oldest City in Broward County, and the fifth oldest in all of South Florida. The City continued to experience rapid growth between the 1950s and 1960s. Today, the City covers approximately 25 square miles of area extending generally from the Atlantic Ocean to Florida's Turnpike and from Sample Road to McNab Road in northeast Broward County, Florida. The City is bounded by the following municipalities: The City of Deerfield Beach on the north, Town of Hillsboro Beach and City of Lighthouse Point on the northeast, Town of Lauderdale-by-the-Sea on the southeast, City of Fort Lauderdale on the south, and City of Margate and City of North Lauderdale on the southwest. A location map is shown in **Figure 2-1**.

2.1 Water Service Area

The City provides potable water service, as shown in **Figure 2-2**, to the area generally extending from the Atlantic Ocean to Florida's Turnpike and from Copans Road to McNab Road. The remaining portion of the City is provided potable water service by BCWWS Districts 1 and 2 as shown in **Figure 2-2**. The City's water service area, which includes customers outside of the City limits, is served by a network of transmission and distribution piping within 19 square miles and functions as a single service area. This Work Plan will address the following service areas:

1. Areas served by City facilities within the City limits.
2. Areas served by City facilities that are outside of the City limits (i.e., portions of the City of Lighthouse Point and the Town of Lauderdale-by-the-Sea).
3. Areas within the City limits served by BCWWS.

At this time, the City does not plan to expand its water service area. Although the wellfield and water treatment facility for the Town of Hillsboro Beach are located in the City; they do not serve areas within the City limits. Therefore, the Town of Hillsboro Beach 10-Year Water Supply Facilities Work Plan is not discussed under this report.

2.2 Service to Other Local Government Jurisdictions

The customers outside of the City limits are located in the south part of the City of Lighthouse Point and the north part of the Town of Lauderdale-by-the-Sea. The City directly supplies water to these customers through the distribution system network.

Currently, the City is responsible for planning, financing, constructing, operating and maintaining the utilities and public water supply systems that serve the areas shown within **Figure 2-1** and will continue to have total responsibility over the withdrawal, treatment and distribution of potable water within this area.

2.3 BCWWS District 1 & 2 Service Areas

BCWWS Districts 1 and 2 provide potable water service to portions of the City as shown in **Figure 2-2**. BCWWS water service area within the City may be divided into the following two (2) subareas:

1. Northern Residential and Industrial Zone: The majority of this zone is bounded by the City boundary to the north, Copans Road to the south, Federal Highway to the east, and the City boundary to the west. Broward County Department of Transportation, Blount Road Utility System, and the Alpha 250 System industries are also part of this zone. In addition, a small area delimited by Copans Road to the north,



N.E. 21st Street to the south, Dixie Highway to the east, and North Cypress Road to the west is part of this zone. This zone is served by BCWWS District 2.

2. Southern Zone: This zone is bordered in the north-south direction by the C-14 Canal and West McNab Road, Dixie Highway to the east, and S.W. 36th Avenue to the west. This zone is served by BCWWS District 1.

The City residents served by BCWWS are direct customers of BCWWS. A large portion of BCWWS water service area in the City was annexed to the City during the last 15 years; however, future annexations are not anticipated. In addition, it should be noted that BCWWS does not plan to expand water service to other areas within the City.

BCWWS is responsible for the planning, financing, construction, maintenance, and operation of the water supply facilities within their water service areas. Although the City is ultimately responsible for the water supply within its area of jurisdiction, the water supply plan for the areas within the City limits served by BCWWS is already incorporated in the Broward County 10-Year Water Supply Facilities Work Plan, December 2014 (BC 2014 Work Plan), prepared by BCWWS and approved by Broward County Board of County Commissioners. The BC 2014 Work Plan accounts for the water demand for the areas served by BCWWS within the City. In addition, the City has been coordinating with Broward County during the development of its own work plan. Therefore, only a brief description of BC 2014 Work Plan for the areas served by BCWWS in the City is provided under this Work Plan. See **Appendix B** for BCWWS Water Supply Facilities Work Plan.

2.4 Private Suppliers

Non-municipal water service providers require Water Use Irrigation Permits, Major General Water Use Irrigation Permits, Individual permits, or Major Consumptive Use Permits granted by SFWMD. Permits are issued to allow users to withdraw a specified amount of water, either from the ground, canals, lakes or rivers. This water is typically used to irrigate golf courses, crops, nurseries, residential landscaping or for industrial uses. Individual users withdrawing Biscayne Aquifer water for potable and non-potable water uses within the City are identified in **Appendix C**. The City does not have any involvement in the planning, financing, construction or operation of the facilities of self-supplied users except for the City owned Community Parks and green space. The City Parks and Recreation Department is responsible for obtaining the consumptive use permit for Pool and Maintenance uses within its Community Parks.

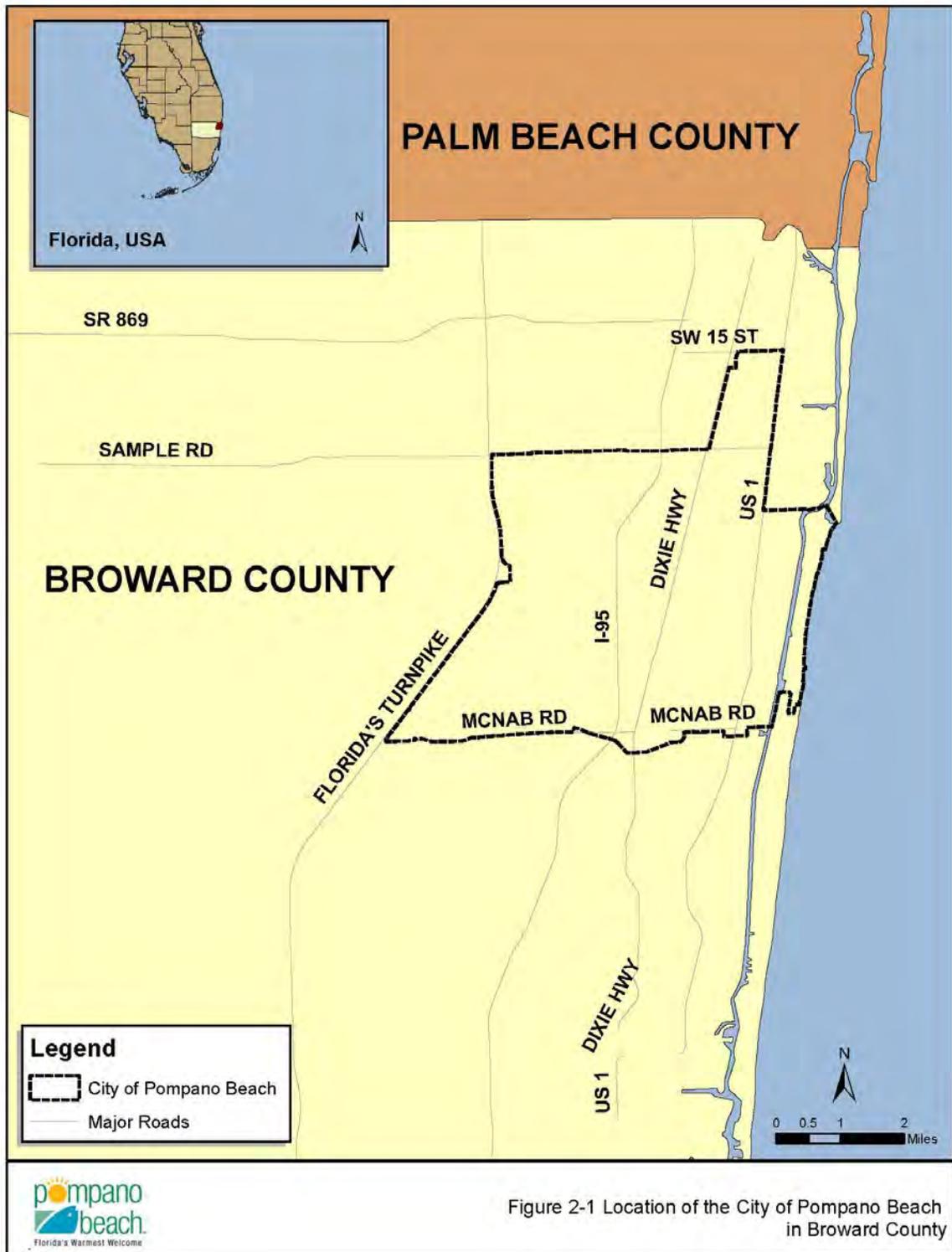


Figure 2.1 Location of the City of Pompano Beach in Broward County



3. EXISTING FACILITIES

3.1. Water Supply Facilities

Potable water is currently provided to the City residents by the City and BCWWS District 1 and 2 Water Treatment Plants (WTP). The existing water supplies serving these treatment plants originate from two major aquifer systems in Broward County: the Surficial and the Floridan Aquifer Systems. The Surficial Aquifer System, also known as the Biscayne Aquifer, occurs near the land surface in most of the City, and is the principal water-bearing unit of the Surficial Aquifer System in the region (Causaras, 1987). Groundwater from the Biscayne Aquifer is used by the City and BCWWS at the Water Treatment Plants.

3.1.1 Wellfields

The existing City raw water supply system is comprised of two Biscayne Aquifer wellfields, the Eastern Wellfield (also known as the Airport Wellfield) and the Western Wellfield (also known as the Palm-Aire Wellfield). The Eastern Wellfield is located near the City's municipal airport and WTP, and the Western Wellfield is within the Palm-Aire development, as shown on **Figure 3-1**. The wellfields have a rated capacity of approximately 46,200 gallons per minute (gpm), equivalent to approximately 66.5 million gallons per day (MGD). A summary of well capacities is provided in **Table 3-1** below. The City is currently operating under CUP No 06-00070-W, and has an annual allocation of 6,478 million gallons (MG), or 17.75 MGD with a maximum month allocation of 610 MG (maximum month average day equivalent of 20.33 MGD) through August 10, 2025. Detailed information on the permit is further covered in **Section 3.1.2**.

The City's raw water transmission system capacity was evaluated using hydraulic modeling in 2006. The model results indicate that the raw water transmission system is sufficient for operation of the existing well facilities; and that hydraulically and mechanically the wells can supply the raw water flow (53.9 MGD) for the treatment plants maximum permitted capacity (50 MGD).

3.1.1.1 Eastern Wellfield

The Eastern wellfield is located between Dixie Highway and the City of Pompano Beach Airport, between Atlantic Boulevard and Copans Road. There are 15 wells (Nos. 2 through 16) with a total design capacity of approximately 36.14 MGD. Wells 2 and 8 are currently inactive. The wells in the Eastern wellfield were constructed between 1950 and 1972.

The withdrawals from the Eastern wellfield have been volume restricted due to the potential for saline water encroachment at the wellfield. The Eastern wellfield has a Saline Water Intrusion Monitoring Network constructed in 1996/1997 and is comprised of eight wells screened from just below ground level to approximately 180 feet below land surface along with two inactive production wells. Water levels and conductance profiles are collected from each well monthly. Records from the Saline Water Intrusion Network act as an early warning sign should the saline water intrusion front shift towards the wellfield. Quarterly reports are submitted by the City to the SFWMD summarizing individual well pumpage and Saline water intrusion data as required by Limiting Condition 27 of the City's SFWMD CUP. The water quality and water levels are monitored through monthly sampling. With this program, the City has been able to identify the saltwater interface and track its movement for the past years. According to the 2010 CUP Report, the saline intrusion interface seems to occur within the aquifer in the vicinity of US Hwy 1. The interface appears to be positioned eastward of earlier estimations based on saline water interface data. The eastward shift is probably a result of beneficial recharge efforts such as increased reuse water irrigation use in the area and the effects of reduction of the City's eastern wellfield pumpage.



Figure 3-1 City of Pompano Beach and BCWWS Wellfields

Figure 3.1 City of Pompano Beach and BCWWS Wellheads

**Table 3.1 City Wellfields Capacity Summary**

Well No.	Year Constructed	Pump Capacity (gpm)	Casing Diameter (inches)	Cased Depth (feet)	Total Depth (feet)
Eastern Wellfield					
2	1952	1,500	16	ND	136
3	1950	1,500	16	ND	107
4	1955	1,800	16	ND	140
5	1958	1,500	16	ND	108
6	1958	2,200	14	100	156
7	1960	1,500	16	90	90
8	1961	1,500	16	90	90
9	1963	1,500	16	97	131
10	1961	1,800	16	93	113
11	1964	1,500	16	88	127
12	1967	1,500	16	90	123
13	1968	1,800	16	115	115
14	1969	1,500	16	114	114
15	1972	2,000	18	115	140
16	1972	2,000	18	113	130
Subtotal (15 wells)		25,100			
Subtotal (MGD)		36.14			
Western Wellfield					
17	1981	2,400	16	76	150
18	1981	2,400	16	72	130
19	1981	2,100	16	78	158
20	1981	2,100	16	80	154
21	1981	1,600	16	80	153
22	1981	2,100	16	79	153
23	2002	2,100	16	80	153
24	2002	2,100	16	80	153
25	2002	2,100	16	80	153
26	2002	2,100	16	80	153
Subtotal (10 wells)		21,100			
Subtotal (MGD)		30.38			
System Total		46,200			
System Total (MGD)		66.53			

Source: Adapted from The City of Pompano Beach 5-Year Consumptive Use Permit Compliance Report (2010).



3.1.1.2. Western Wellfield

The Western Wellfield is located just east of Florida's Turnpike with wells located north and south of Atlantic Boulevard. It contains ten wells, referred to as well nos. 17 through 26. The total design capacity of the wellfield is 30.38 MGD and the firm capacity is 26.93 MGD, with the largest well unit out of service, e.g., well no. 17. The wells on the north side of Atlantic Blvd. were constructed in 1981 and the wells on the south side were constructed in 2002. These wells are the primary source of raw water for treatment by nanofiltration membrane softening.

3.1.2 Consumptive Use Permit Conditions

The City is currently operating under the Pompano Beach CUP No 06-00070-W, renewed on September 14, 2005 and issued by the SFWMD. The CUP expires on September 14, 2025 and covers the horizon of this work plan. The City has an annual allocation of 6,478 MG (17.75 MGD) with a maximum month allocation of 610 MG (maximum month average day of 20.33 MGD) through August 10, 2025. The SFWMD CUP further restricts the City's eastern wellfield to a maximum monthly allocation of 186 MG (maximum month average day of 6.2 MGD) in the dry season defined as between November and May and 279 MG (maximum month average day 9.3 MGD) in the wet season defined as June to October. The City's permit is summarized in **Table 3-2**. The maximum permitted withdrawal limits, as established by SFWMD, are approximately 33 percent of the wellfield capacity. A copy of the CUP is included in **Appendix D**.

Table 3.2 City of Pompano Beach SFWMD CUP Allocation

Permit Period	Annual Allocation (MG)	Avg Day (MGD)	Max Month (MG)	Max Month Avg Day (MGD)
Sept. 14, 2005 to Aug. 10, 2010	7,067	19.36	665	22.17
Aug. 11, 2010 to Sept. 14, 2025	6,478	17.75	610	20.33
Eastern Wellfield				
Dry Season (Nov-May)			186	6.2
Wet Season (Jun-Oct)			279	9.3

3.1.3 BCWWS Districts 1 and 2 Wellfields

The existing BCWWS Districts 1 and 2 water supply system is comprised of three Surficial Aquifer System (SAS) wellfields, District 1 and District 2 and North Regional (NRW) Wellfields. District 1 Wellfield is located near the District 1 WTP in Lauderdale Lakes; District 2 North Regional Wellfield is located in Deerfield Beach; and District 2 (2A) Wellfield is located in Pompano Beach. **Figure 3-1** shows the BCWWS Districts 1 and 2 Wellfields. The Broward County wellfields have a total rated capacity of approximately 70 MGD, as shown in **Table 3-3**; however, their permitted withdrawal limits, as established by SFWMD, are much lower.

**Table 3.3 BCWWS Wellfield Data**

SAS Wellfield	Total Capacity (MG)	Firm Capacity (MG) ¹	Permitted Annual Avg. Day (MGD)
District 1	23.5	19.6	9.2
District 2	27.1	21.3	10.1
NRW	20.2	18.1	7.4

¹ Calculated based on the largest capacity well out of service.

Source: Broward County WSFWP (November, 2014).

Two upper Floridan Aquifer System (FAS) test wells are being installed near District 1 to develop the raw water treatment method appropriate for the FAS water quality. Use of the FAS has not yet been evaluated for District 2. These FAS wells are being done as possible alternative water supply wells.

3.1.4 BCWWS Consumptive Use Permit Conditions

The BCWWS District 1 wellfield is located in the City of Lauderdale Lakes and serves the District 1 Water Treatment Plant. The wellfield operates under SFWMD CUP No. 06-00146-W, issued April 10, 2008 that expires on April 10, 2028. The District 1 CUP allows a maximum annual withdrawal of 5,074 MG (13.90 MGD), with a maximum month allocation of 461 MG from the Surficial Aquifer System (SAS) and Upper Floridan Aquifer System (FAS). The annual SAS allocation is 3,358 MG (9.20 MGD), with a maximum month allocation of 280 MG until the CUP expires. BCWWS District 2 is located in eastern Pompano Beach and operates under SFWMD CUP No. 06-01634-W issued March 13, 2008 with an expiration date of March 13, 2028. The CUP consists of allocation of raw groundwater from the Water Treatment Plant 2A wellfield and the North Regional Wellfield and allows a maximum annual withdrawal of 8,052 MG (22.06 MGD), with a maximum month allocation of 738 MG from the SAS and upper FAS. The annual SAS allocation is 6,388 MG (17.50 MGD), with a maximum month allocation of 585 MG until the CUP expires.

3.2 Water Treatment and Storage Facilities

The jurisdictional area addressed in this report is served by three water treatment plants and their associated storage facilities. The customers in the City water service area are served by the City of Pompano Beach WTP, while those in the BCWWS service area are served by the BCWWS District 1 WTP 1-A and District 2 WTP-2A. **Figure 3-2** shows the location of the WTPs that serve the customers within the jurisdictional area.

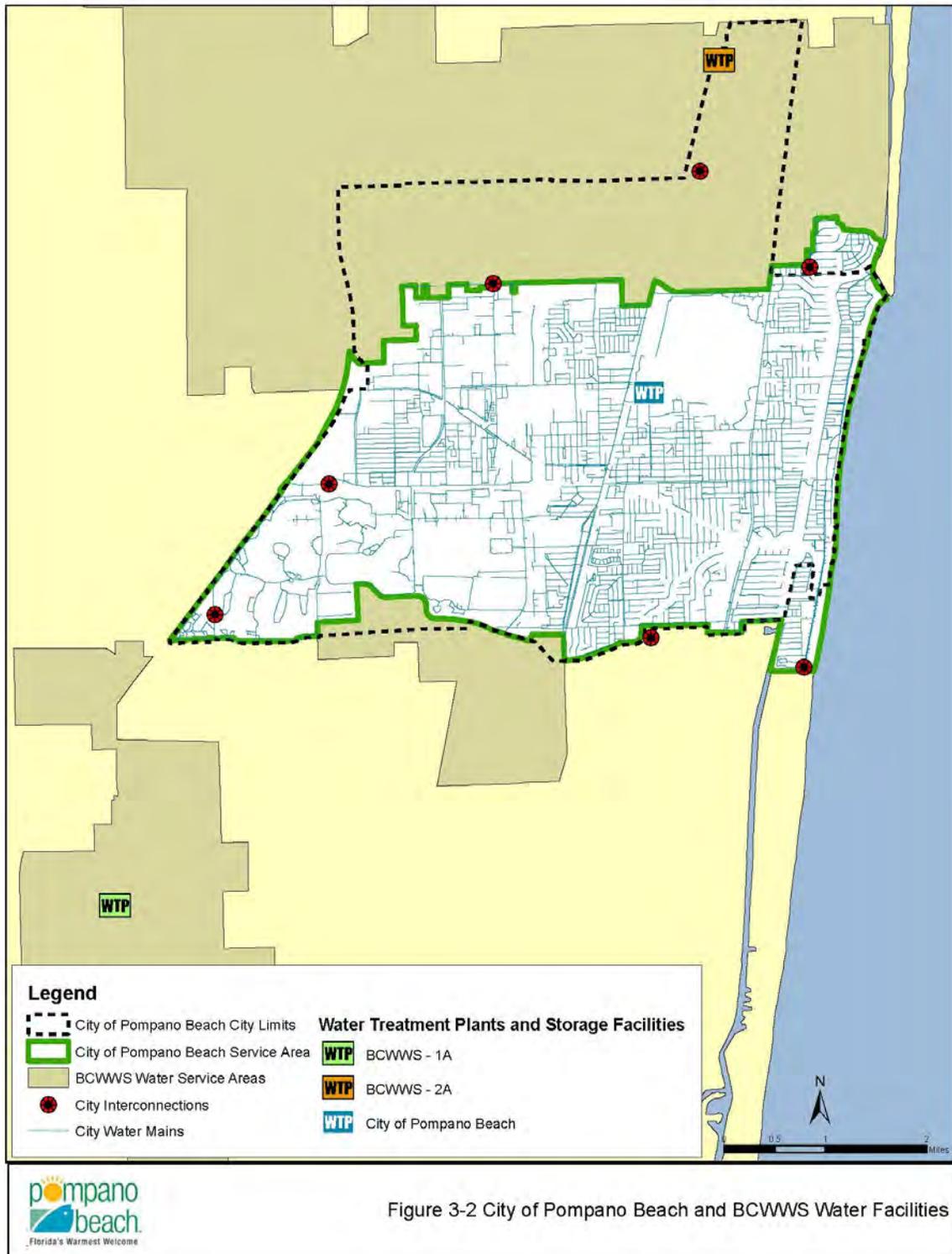


Figure 3.2 City of Pompano Beach and BCWWS Water Facilities

3.2.1 Water Treatment Facilities

The WTP is located at 1205 N.E. 5th Avenue in the City, as shown on **Figure 3-2**. This plant serves the City's water service area and has a design capacity of 50 MGD. The treatment plant consists of two parallel treatment processes; conventional lime softening and nanofiltration membrane softening. **Figure 3-3** presents a process flow schematic of the plant showing both the lime softening and the membrane softening processes. The WTP site has an area of approximately 37 acres and is surrounded by the City's Municipal Airport and residential areas.

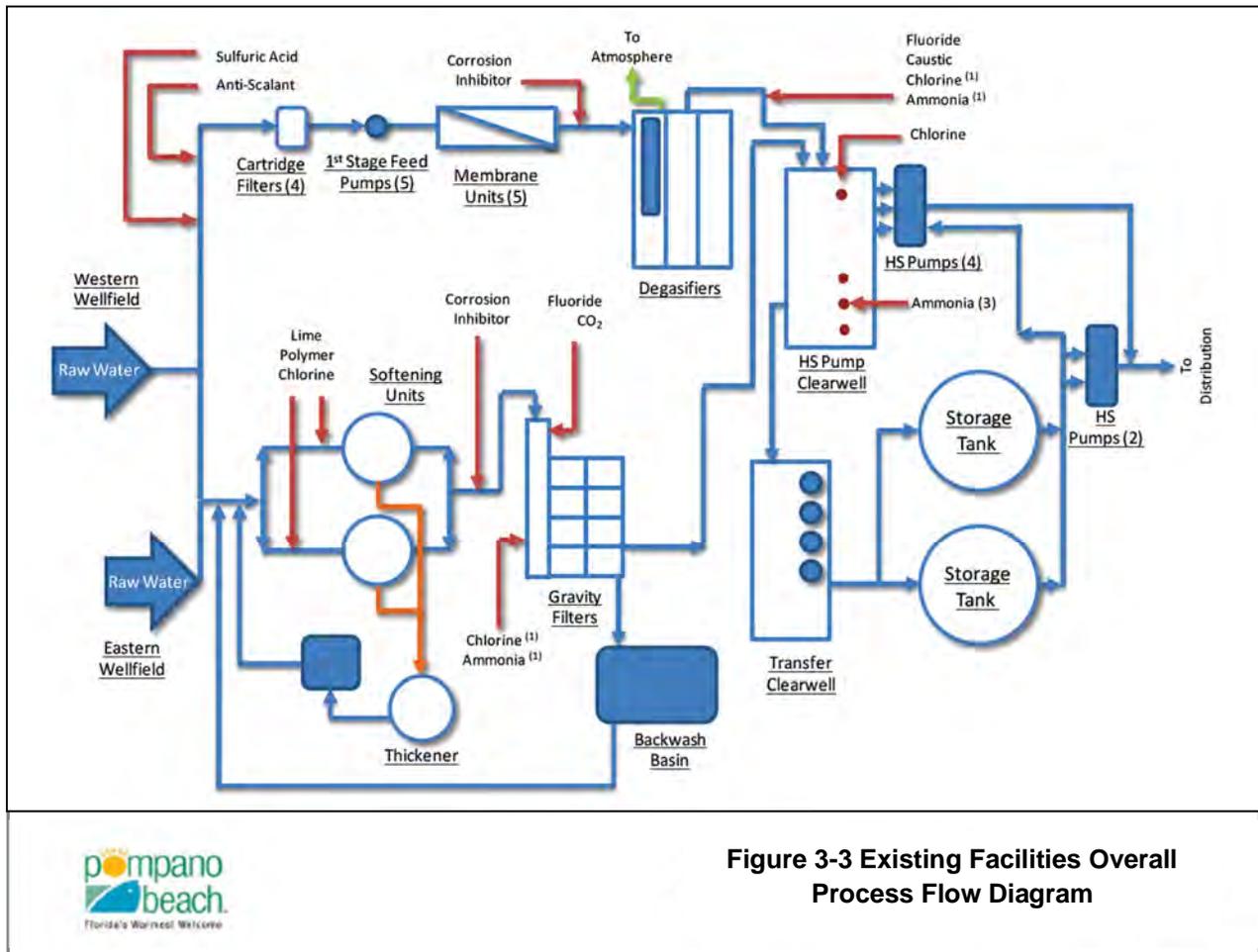


Figure 3.3 Existing Facilities Overall Process Flow Diagram

The conventional lime softening facility has a rated finished water capacity of 40 MGD and treats primarily raw water from the Eastern Wellfield. This treatment process includes lime softening with slaked lime and polymer, re-carbonation, filtration, chlorination, ammoniation, and fluoridation. Corrosion inhibitor (polyphosphate) is added to membrane permeate prior to degasifiers and at the effluent collection boxes of the lime softening units. The lime softening facility has an efficiency of approximately 97 percent.

The nanofiltration membrane softening facility uses a semi-permeable barrier to separate high quality water (permeate) while rejecting the passage of dissolved and suspended solids. It started operation in October 2002, has a rated finished water capacity of 10 MGD, treats raw water from the Western Wellfield, and has a design raw water recovery rate of 85 percent. This treatment process includes chemical pretreatment with sulfuric acid and antiscalant, cartridge filtration, nanofiltration, and degasification. The degasified membrane permeate is post-treated with fluoride, chlorine, and ammonia. Caustic is occasionally used if the pH becomes too low or if the lime



plant is offline. According to the last 5 years of monthly operating reports, the overall treatment efficiency of the WTP is approximately 92 percent. The membrane concentrate that is a by-product of the nanofiltration membrane softening treatment process is disposed of by deep well injection located at the WTP. The maximum day demand in 2013 was 18.1 MGD, or 36% of plant capacity.

The plant facilities include one clearwells (the transfer clearwell and high service pump clearwell) and two 5.0 MG pre-stressed concrete ground storage tanks. Membrane effluent is blended with the lime softening effluent at the high service pump clearwell. Finished water is pumped to distribution with the high service pumping system consisting of six pumps ranging in capacity from 2,500 gpm to 10,000 gpm. There is one blending clearwell/contact chamber where all disinfection occurs. The high service pump system has a firm capacity of 37,500 gpm or 54 MGD.

3.2.2 BCWWS Water Treatment Facilities

BCWWS District 1 WTP-1A is a lime softening facility located at 3701 N. State Road 7 in Lauderdale Lakes. It was initially built in 1960 and has a treatment capacity of 16.0 MGD. The treatment process includes upflow clarifiers and multimedia filtration. BCWWS District 2 also has a lime softening facility located at 1390 N.E. 51st Street in the City Pompano Beach. It was built in 1972 and expanded in 1994 to a physical treatment capacity of 40.0 MGD (permitted treatment capacity of 30 MGD). The treatment process includes upflow clarifiers and multimedia filtration. **Figure 3-2** shows the location of the BCWWS water treatment facilities.

3.2.3 City Water Storage Facilities

There is one blending clearwell/contact chamber where all disinfection occurs. Disinfection occurs before and inside the clearwell after the filters. Water from the nanofiltration membrane WTP is blended with the conventional lime softening WTP into the clearwell. The water treatment plant has two ground water storage tanks designed to buffer the water production process from the water distribution system. In addition to the water treatment plant storage, the City maintains one offsite storage facilities in the area by the beach. The offsite facilities are comprised of a ground storage tank and high service pumps that assist with meeting peak hourly flow and fire flow requirements. **Table 3-4** lists the City's storage capacity.

Table 3.4 Summary of City Finished Water Storage Facilities

Location	Description	Capacity (MG)
City Storage Facilities ^a		
Water Plant	Clearwell	2.0
Water Plant	Ground Storage Tanks	10.0
Indian Mound Park	Ground Storage Tanks	1.0
Total		13.0

^a Adapted from the 2009 WSFWP.

3.2.4 BCWWS Water Storage Facilities

Finished water storage facilities for BCWWS Districts 1 and 2 water service areas consist of both "in-plant" and remote storage facilities. The total storage capacities for BCWWS facilities is 15.6 MG. District 1 has an additional clearwell volume of 0.65 million gallons, which can be pumped directly into the distribution system if needed. The BCWWS Districts 1 and 2 storage facilities are summarized in **Table 3-5**.

**Table 3.5 BCWWS Finished Water Storage Facilities**

Location	Description	Capacity (MG)
BCWWS Storage Facilities ^a		
District 1	(2) On Site Storage Tank and (3) Remote Storage Tanks	7.1
District 2	(3) On Site Storage Tanks	8.5
Total		15.6

^a Broward County Comprehensive Plan Potable Water Element (November, 2014).

3.3 Water Distribution Facilities

The jurisdictional area addressed in this report is served by three distribution systems (City, BWWS District 1, and BWWS District 2), which are supplied by their respective water treatment facilities discussed above.

3.3.1 Water Distribution System

The City's water is distributed to the customers through a high pressure piping system comprised of approximately 1,302,600 linear feet (247 miles) of ductile iron, cast iron and PVC pipes. The main 36-inch diameter transmission line, located along N.W. 15th Street, feeds the west side of the City. It branches off on North Powerline Road and decreases in diameter to a 30-inch pipe along N.W. 21st Avenue. The southwest side of the City consists of several loops formed by the transmission lines that reduce down from 30 inches to 12 inches in diameter. The northwest side of the City consists of loops that are formed by transmission lines that are located mainly on North Powerline Road (30-inch), Hammondville Road (12-inch), N.W. 27th Avenue (10-inch), and N.W. 31st Avenue (10-inch). The east side of the City is being fed by the transmission line that runs west-east along N.E. 8th Street (18-inch) and Atlantic Boulevard (18-inch) and north-south along N.E. 5th Avenue (30/24-inch). The southeast part of the City relies mainly on the loop that is formed by the transmission line that is located along S.E. 14th Street (16-inch), South Ocean Boulevard (12-inch), S.E. 1st Street (24-inch), and South Federal Highway (16-inch). The northeast part of the City is being fed by the transmission lines along North Federal Highway (18-inch) and East Copans Road (12-inch). **Figure 3-2** shows the City's water distribution system for all water mains having a diameter of 2 inches or more. Finished water from the City's WTP is pumped through pipelines to a remote storage tank and pumping facilities into the distribution system.

The City maintains interconnections with the systems of Broward County, the City of Fort Lauderdale, and the City of Margate. These interconnects are used for emergency purposes to maintain adequate water supply in the event of disruptions to the City supply. **Figure 3-2** shows the location of the City interconnects with other water distribution systems. The City is currently updating its water distribution model to evaluate the system's capacity to sustain future population growth and maintain adequate Fire Flow.

3.3.2 BCWWS Water Distribution System

BCWWS Districts 1 and 2 distribute the water to their customers through a high pressure piping system comprised of approximately 246 miles and 247 miles, respectively. The Districts' distribution system capacity is determined using water distribution system hydraulic modeling. Currently, the Districts are implementing system rebuilding to correct identified deficiencies.

BCWWS District 1 maintains water system interconnections with the City of Fort Lauderdale, City of Tamarac, City of Plantation and City of Lauderhill; and District 2 maintains water system interconnections with the City of Pompano Beach, City of Deerfield Beach, Town of Hillsboro Beach, and Palm Beach County. These interconnects



are used for emergency purposes to maintain adequate water supply in the event of disruptions to the BCWWS supply.

3.4 Reuse Water Treatment, Storage, and Transmission Facilities

There are two reuse water systems within the City limits, one operated by the City and the other operated by the BCWWS North Regional Wastewater Treatment Plant (NRWWTP). Both facilities treat effluent from the BCWWS NRWWTP, located at 2401 North Powerline Road in Pompano Beach. **Figure 3-4** shows the location of the reuse water facilities serving the City and the permitted land application areas.

3.4.1 Reuse Water Treatment Facilities

The City's reuse water treatment facility is located at 1799 North Federal Highway in Pompano Beach, as shown on **Figure 3-4**. The City's reuse water treatment facility currently obtains its influent from a 54-inch diameter ocean outfall line from Broward County's NRWWTP located at the intersection of Powerline Road and Copans Road in the northwest corner of the City. The City's reuse water facility started production in 1989 with a capacity of 2.5 MGD. In 2002, the reuse water facility was expanded from 2.5 MGD to 7.5 MGD with provisions to ultimately increase capacity to 12.5 MGD. The facility operates under the Florida Department of Environmental Protection Permit No. FLA013581-004-DWIP. The City currently has an agreement with Broward County's Utility Department for withdrawal allocations from their 54-inch ocean outfall up to a maximum of 7.5 MGD annual average daily flow with the option to increase the volume to 12 MGD at the City's discretion. Reuse water treatment is comprised of: coagulation, filtration, and chlorination to comply with the requirements contained in Florida Administrative Code (F.A.C.), Chapter 62-610.

The City initially provided reuse water to the two City golf courses, the Pompano Community Park and the median islands along Copans Road and Federal Highway. The City later expanded its reuse water area to include the neighborhoods east of Federal Highway to the Intracoastal Waterway between McNab Road and NE 24th Street, the Pompano Air Park, and the area south and east of Jaycee Park to McNab Road between Cypress Road and Federal Highway. Today, the City provides reuse water for irrigation to the Municipal Golf Course, Pompano Community Park, landscaping along Federal Highway and Copans Road, City medians, and residential areas east of Dixie Highway. The City provides reuse water to the City of Lighthouse Point for irrigation of medians along Federal Highway.

The City also intends to expand its reuse water to the proposed land application areas shown in **Figure 3-4**. The City has a reuse water large user agreement with the City of Lighthouse Point that could result in additional users in the future. The reuse agreement between the City of Lighthouse Point and the City is included in **Appendix E**. The City is currently negotiating an agreement with Broward County to provide reuse water through a master meter to customers of Pompano Highlands, located in Broward County's service area. According to the Draft Agreement, the City will provide Broward County with a maximum Average Annual volume of 0.6 MGD. This will be provided through the 20-inch reuse water line leaving the City's reuse water treatment facility and flowing northwest to the Broward County meter location.

The City's reuse facility currently treats and supplies an average daily flow ranging between 1.48 MGD to 2.69 MGD. Approximately 50 % of the flow is used at the City's Municipal Golf Courses.



Figure 3-4 City of Pompano Beach and BCWWS Reuse Water Land Application Areas and Facilities

Figure 3.4 City of Pompano Beach and BCWWS Reuse Water Land Application Areas and Facilities



3.4.2 Reuse Water Storage and Transmission Facilities

The City has two on-site storage tanks with a total storage capacity of 5.5 MG. The existing reuse water distribution system consist of high pressure pipe lines for the City Municipal Golf Course, and low pressure pipe lines for the other portions of the reuse distribution system. The City's Distribution System is comprised of approximately 32 miles of pipe ranging from 4-inch to 30-inch in diameter. The City plans to expand the reuse water distribution system to other areas as shown on **Figure 3-4**.

3.4.3 BCWWS District 2 Reuse Water Facilities

BCWWS NRWWTP has a reuse water facility located at 2401 North Powerline Road in Pompano Beach, as shown on **Figure 3-4**. This facility has a capacity of 10 MGD. The reuse system provides highly treated water for industrial and landscape irrigation purposes. Currently reuse water is used for irrigation, industrial process water at the North Resource Recovery Plant (a solid waste incinerator), and at the NRWWTP Complex.

3.5 Potable Water Level of Service Standards

Water service providers have the responsibility to determine if it can adequately serve existing and potential customers. To that end, the City and BCWWS have set potable water level of service (LOS) standards as shown below.

- 191 gallons per capita per day for the area served by the City.
- 118 gallons per capita per day for the District 1 area served by Broward County.
- 119 gallons per capita per day for the District 2 area served by Broward County.

3.6 Summary

As discussed in this section, the City and the BCWWS water supply and treatment systems have sufficient installed capacity to produce more potable water than is currently required. The City's supply capacity and treatment capacity are 66 MGD and 50 MGD, respectively. **Table 3-6** summarizes the City and the BCWWS water and reuse water facilities capacity information. The capacities of these water supply and treatment systems have been coordinated with future demands and allocations. Sections 4 and 5 of this Work Plan address future demands and required water supply facilities.

**Table 3.6 Summary of Water Facilities Capacities**

Facility	Installed Capacity (MGD)		
	Wellfields	WTP	Reuse WTP
City Facilities ^a			
Wellfields Total	66.52		
Eastern	36.14		
Western	30.38		
Water Treatment Plant		50	
Reuse Water Facility			8
BCWWS Facilities ^b			
Wellfields Total	70.80		
District 1	23.50		
District 2 (2A)	27.10		
District 2 North Regional	20.20		
Water Treatment Plant Total		46	
District 1		16	
District 2		30 ^c	
Reuse Water Facility			10

^a Information from the City of Pompano Beach 5-Year Consumptive Use Permit Compliance Report (2010).

^b Broward County WSWFP (November, 2014).

^c Physical treatment capacity of 40.0 MGD. Permitted treatment capacity of 30 MGD.



4. POPULATION AND WATER DEMAND PROJECTIONS

This section evaluates the historical and future population projection for the City's Service Area for the years 2008 through 2025. Historical and projected raw and finished water demands are also presented for the same time period. The development of population and demand projections is a collaborative effort between the City of Lighthouse Point, the Town of Lauderdale-by-the-Sea, Broward County Water and Wastewater Services Division and the City. This section also includes the City's current water conservation and reuse practices.

4.1 Historical Population

Historical population data released by the US Census suggests the City population between 2000 and 2010 increased by 21,654 corresponding to a growth of approximately 27%. The historical population shown between 2001 and 2009 was derived from the University of Florida, Bureau of Economic and Business Research (BEBR) data and indicated in the 2008 Water Supply Facilities Work Plan. The historical population served by the City of Pompano Beach Water Treatment Plant (WTP) and the total City population from 2000 to 2013 is summarized in **Table 4-1**.

According to a review of the 2010 U.S. Census block data by the City Utilities Department, the City's water service area population for 2010 was approximately 79,917. The City's water service area population encompasses City residents served by the Pompano Beach WTP, along with residents of the City of Lighthouse Point (LHP) and the Town of Lauderdale-by-the-Sea (LBS). **Table 4-1** shows that although the City's population has increased by approximately 27% since 2000, the population in the City's water service area did not experience growth during the same time period. The difference in population growth from 2001 to 2007 for the City's water service area and City population is largely due to the City experiencing growth by annexation over the last decade. The Cresthaven, Leisureville Loch Lomond, Kendall Green, and Pompano Highlands neighborhoods were annexed to the City in 2000 and 2004. These neighborhoods are located within N.E. 54th Street to the north, Copans Road to the south, Andrews Avenue to the west, and Federal Highway to the east. **Figure 4-1** shows the location of the annexed neighborhoods relative to the City limits. It should be noted that the population increase by annexation in 2005 to 2007 did not impact the amount of City residents served by the City's water supply system since the annexed areas are served by BCWWS.

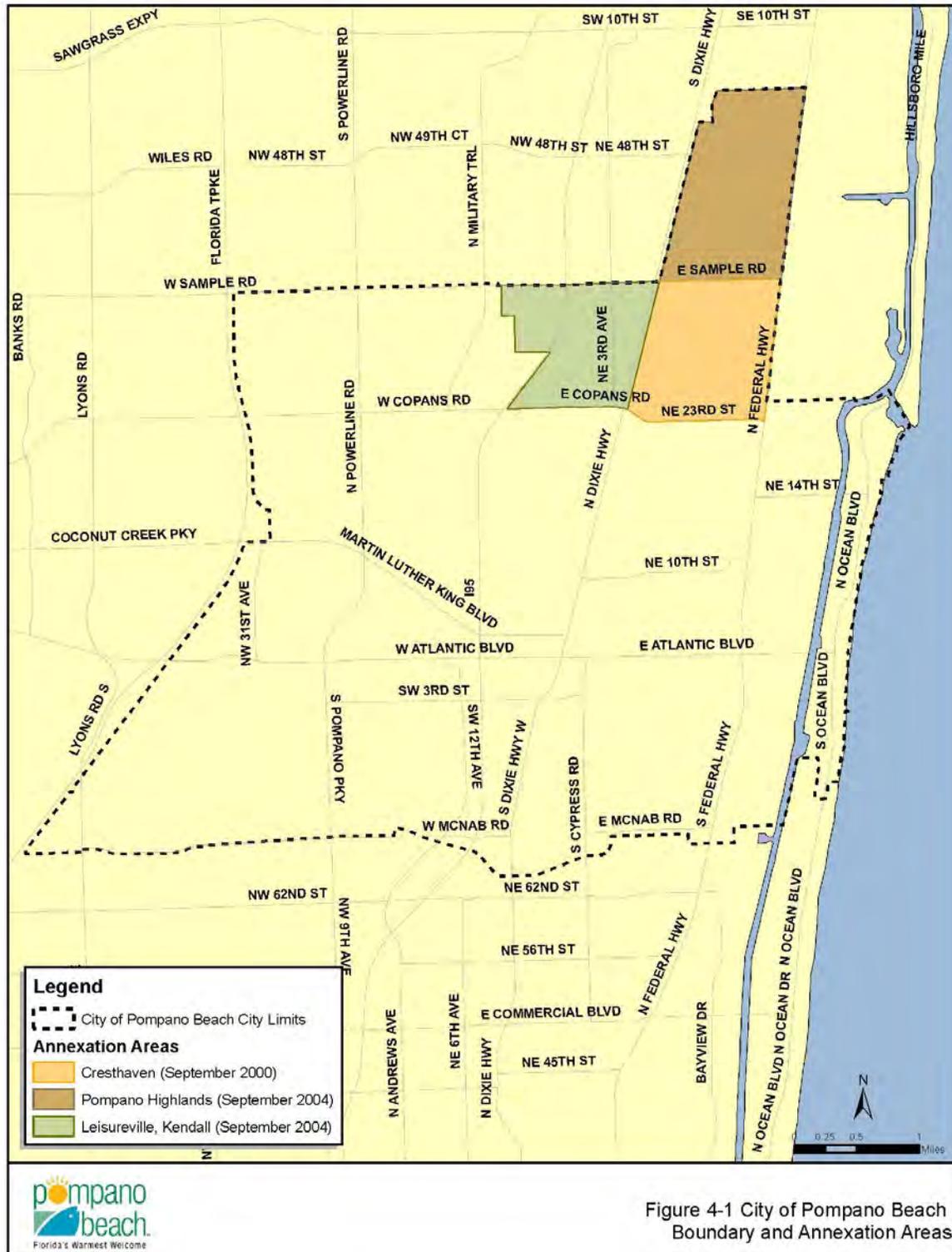


Figure 4.1 City of Pompano Beach Boundary and Annexation Areas

**Table 4.1 Historical City Water Service Area and City Population**

Year	City Water Service Area Population	City Population
2000	80,830 ^a	78,191 ^b
2001	80,117 ^c	85,932 ^c
2002	80,485 ^c	86,300 ^c
2003	80,519 ^c	86,334 ^c
2004	81,369 ^c	87,184 ^c
2005	81,624 ^c	101,712 ^c
2006	81,015 ^c	101,103 ^c
2007	81,040 ^c	101,128 ^c
2008	86,452 ^c	101,153 ^d
2009	88,069 ^c	101,178 ^d
2010	79,917 ^e	99,845 ^b
2011	80,302 ^f	99,525 ^g
2012	80,687 ^f	99,875 ^g
2013	81,071 ^f	100,226 ^g

^a Derived from the City's existing Consumptive Use Permit issued by SFWMD in September 2005.

^b Census Population Counts by County and City in Florida, April 1, 2000 and 2010.

^c Based on 2008 Water Supply Facilities Plan historic population.

^d Projected based on historical trends after annexation.

^e City of Pompano Beach, LEC Plan population based on US Census information.

^f Projections based on LEC Plan population projections.

^g Calculated based on City Population served by COPB WTP + City Areas served by BCWWS.



4.2 Population Projections

Population projections were obtained from the City Utilities Department and are based on previously agreed population projections with the SFWMD. Population projections for the City and its water service area for the years 2014 through 2025, in 1 –year increments, are shown in **Table 4-2**. Overall, the City’s water service area population is projected to increase approximately 5 percent over this period. In 2025, the City’s WTP is projected to serve nearly 80 percent of the City’s population.

Table 4.2 Population Projections for the City and its Water Service Area through 2025

Year	City Population served by Pompano Beach WTP ^a	LHP served by Pompano Beach WTP ^b	LBS served by Pompano Beach WTP ^c	City's Water Service Area Total Population ^d	City Areas served by BCWWS ^e	City Population ^f	City Population per BC TAZ
2014	77,211	1,298	2,947	81,456	23,365	100,576	
2015	77,567	1,298	2,976	81,841	23,359	100,926	103,811
2016	77,921	1,298	3,006	82,226	23,307	101,228	
2017	78,276	1,298	3,037	82,611	23,255	101,530	
2018	78,630	1,298	3,067	82,995	23,202	101,833	
2019	78,985	1,298	3,098	83,380	23,150	102,135	
2020	79,339	1,298	3,128	83,765	23,098	102,437	106,270
2021	79,692	1,298	3,160	84,150	23,221	102,913	
2022	80,045	1,298	3,192	84,535	23,344	103,389	
2023	80,397	1,298	3,224	84,919	23,467	103,864	
2024	80,750	1,298	3,256	85,304	23,590	104,340	
2025	81,103	1,298	3,288	85,689	23,713	104,816	107,687

^a Estimated: City population served by Pompano Beach WTP = City's water service area population-LHP-LBS

^b Estimated based on BC TAZ information.

^c Estimated based on information provided by the City of LBS.

^d Based on information provided by the City as reported in the LEC. Straight line interpolation provided an estimate of the population in the intermediate years.

(City's water service area population = City population served by Pompano Beach WTP+LHP+LBS).

^e From BC WWS Department.

^f Calculated based on City Population served by COPB WTP + City Areas served by BCWWS.

4.2.1 City Water Service Area Population

The City’s water service area population encompasses City residents served by the City’s WTP, along with residents of the City of LHP and the Town of LBS served by the same. The population projections for the City’s water service area presented are the same as those in the LEC Plan. **Table 4-2** shows the population projections for the City Area served by the City’s WTP, the City of LHP, Town of LBS, the City’s Water Service area, areas served by BCWWS and the entire City population through 2025.

The estimated City water service area population projections for 2020 and 2025 are approximately 83,765 and 85,689, respectively. By the method of straight-line interpolation, the estimated population for the years between 2015 and 2025 showed an increase of approximately 385 people each year.

The population projections presented for LHP and LBS customers served by the Pompano Beach WTP are based on the observed 2010 Census population and projected based on population growth factors for 2015, 2020 and



2025. The method of straight-line interpolation provided an estimate of the population projections for intermediate years.

Population growth factors used for the Town of LBS were provided by the Town during a meeting held on April 4, 2014 with the Town's Planning Department. The purpose of this meeting was to coordinate population projections to ensure that the City will be able to meet the projected water demands for its customers in LBS, through the next 10-year planning period and generally through 2025. Water service area boundaries, major planned developments and conservation efforts were also discussed. According to the growth factors provided by the Town of LBS, the Town population is expected to grow by 1 % per year in the next 10 years. The Town does not anticipate major growth or development except to annex areas from Broward County that will be rezoned but these areas are not served by the City. A copy of the Water Supply Facilities Work Plan Draft for the Town of LBS is included in **Appendix F**.

Population growth factors used for the City of LHP were estimated based on the population growth data provided by the BC TAZ published information and later confirmed with the City of LHP Planning Department. According to the BC TAZ this area does not show any projected growth in the next 10 years. A meeting between the City and the City of LHP was held on April 23, 2014 to coordinate population projections to ensure that the City will be able to meet the projected water demands for its LHP customers, through the next 10-year planning period and generally through 2025. A copy of the Water Supply Facilities Work Plan Draft for the City of LHP is included in **Appendix G**. According to LHP's, the City of LHP is substantially built-out so its growth potential is very limited.

4.2.2 City Population

The City population encompasses the City residents served by the Pompano Beach WTP and the City residents served by BCWWS. The City Population projections are based on the City's water service area projections and the projections for the City area served by BCWWS provided by the BCWWS. The projections presented in this plan indicate the City Population in 2015 is 100,926 and 104,816 by 2025, representing a growth rate of 4 % for the 10 year period.

The City Population projections presented in this plan were compared to population forecast provided by BC. According to BC TAZ municipal forecast, the City population for 2015 and 2025 is 103,811 and 107,687, respectively. The City population projections presented in this plan is approximately 4 % less than the City population projections provided by BC to the City's Planning Department. Although the projections provided by BC are more conservative, **Chapter 5** identifies the City has a raw water surplus that can accommodate additional population growth.

4.2.2.1 BCWWS Population Projections

A meeting between the City and BCWWS was held on July 10, 2014 to coordinate population projections to ensure that the County will be able to meet the projected water demands for its customers in the City, through the next 10-year planning period and generally through 2025. The population projections presented in the Broward County Water Supply Facilities Work Plan for the City were reviewed and compared with those presented in **Table 4-3** of this Work Plan. The City estimates of the population projection of the City residents served by the County presented in **Table 4-3** were projected based on the BC TAZ estimates. A copy of the County's Water Supply Facilities Work Plan, which includes the population projections of Districts 1 and 2 of BCWWS service areas, in 5-year increments from 2015 through 2040, is provided in **Appendix B**. These projections are summarized below in **Table 4-3**.

The County's projections are slightly higher than the City's and are therefore more conservative, demonstrating that BCWWS will be able to meet the City's water supply needs within Districts 1 and 2 through the next 10-year planning period and generally through 2025.

**Table 4.3 BCWWS Population Projections**

Year	BCWWS District 1 ^a	BCWWS District 2 ^a	BCWWS Service Area in Pompano Beach	
			BCWWS ^b	City ^c
2015	75,546	111,496	23,359	22,841
2020	76,889	116,272	23,098	23,069
2025	77,950	120,159	23,713	23,300

^a Source: Broward County WSFWP (December 2014).

^b Source: Information provided by Broward County Utilities Staff (June, 2014).

^c Source: Estimated based on BC TAZ information.

4.3 Historical Water Use

The historical potable water use by the City was evaluated as a basis for forecasting future potable water demands for the City's water service area. **Table 4-4** summarizes the historical raw and finished water use for the City's water service area for the 5-year period from 2008 to 2013. Information shown in **Table 4-4** shows computed average per-capita daily usage and maximum month water usage. The historical water use data indicates an overall decrease in per-capita usage from 2008 to 2013, with the lowest per-capita usage of approximately 153 gallons per-capita per day (gpcd) in 2013.

In March 2007 the SFWMD implemented Phase I and II water shortage, which restricted residential lawn irrigation to 2 days per week. More stringent watering restrictions were in place in 2008, under the modified Phase III water shortage order limiting residential lawn irrigation to 1 day per week. The City's raw water per capita use in 2008 and 2009 was at 154 gpcd and 152 gpcd, respectively. This reduction in the per-capita finished water rate for 2008 and 2009 was due in part to the implementation of the City's own conservation efforts, more stringent watering restrictions imposed by the SFWMD in January 2008, and the beginnings of the economic downturn that resulted in vacant housing.

Years 2010, 2011, and 2012 observed a higher per capita usage which corresponds to the removal of water shortage restrictions in the first quarter of 2010. However, since 2010 residents and businesses were encouraged to follow the District's year-round landscape irrigation rule, which limits landscape irrigation to two days a week with a 3 day a week option. The 2013 per capita is comparable to the lower per capita rates observed in 2009, a possible result of increased conservation measures, increased reuse connections that used potable water and a wet year in comparison to other years.

The 5-year average per-capita usage for the years 2008 to 2013 was estimated at approximately 163 gpcd. The finished water-to-raw water (total annual use) ratio between 2001 and 2004 is 0.92 as indicated in **Table 4-4** below.



Table 4.4 City of Pompano Beach Raw Water and Finished Water Historical Use

Year	City's Water Service Area Population ^a	RAW WATER HISTORICAL USE				FINISHED WATER HISTORICAL USE					
		Total Annual Use ^b (MG)	Avg. Month Use ^b (MG)	Max. Month Use ^b (MG)	Ratio Max : Avg Month	Total Annual Use ^b (MG)	Per-Capita Usage (gpcd)	Avg. Month Use ^b (MG)	Max. Month Use ^b (MG)	Ration Max : Avg Month	Ratio Finished: Raw (Total Annual Use)
2008	86,452	5,339	445	484	1.09	4,867	154	406	455	1.12	0.91
2009	88,069	5,396	450	507	1.13	4,890	152	407	465	1.14	0.91
2010	79,917	5,296	441	463	1.05	4,868	167	406	433	1.07	0.92
2011	80,302	5,545	462	503	1.09	5,113	174	426	460	1.08	0.92
2012	80,687	5,348	446	548	1.23	5,019	170	418	496	1.19	0.94
2013	81,071	4,970	414	462	1.12	4,539	153	378	438	1.16	0.91
5-year Average (2009-2013)	82,009	5,316	443	494	1.12	4,883	162	407	458	1.13	0.92

^a Source: 2008-2009: Based on 2008 Water Supply Facilities Plan population projections. 2010: City of Pompano Beach, LEC projections based on Census Data. 2011-2013: City of Pompano Beach, LEC projections.

^b Adapted from the City of Pompano Beach WTP Monthly Operating Reports.



4.4 Finished Water Demand Projections

The finished water demand projections presented herein are based on system-wide finished water daily per-capita usage rate of 170 gpcd through 2020 and yearly decrease in gpcd through years 2021-2025 for a 166 gpcd in 2025. This per-capita usage rate is considered the base level of service for 2013 prior to any additional reuse and water conservation methods. The per-capita use was based on the projection provided in the SFWMD Utility Summary in the 2013 Lower East Coast Water Supply Plan Update for the City Public Water Supply.

Table 4-5 provides the projected average annual daily (AAD) finished water demand for the City's water service area for the years 2014 through 2025. As previously discussed, the 5-year average per-capita usage for the years 2008 to 2013 was estimated at approximately 163 gpcd. The significant reduction in the annual per-capita usage rate appears to indicate that a future sustainable reduction to 170 gpcd is achievable through the implementation of permanent irrigation restrictions, coupled with expansion of the reuse water system. The projected finished water demands are expected to increase from 14.20 MGD in 2014 to 14.57 MGD in 2025.

4.4.1 Adjusted Finished Water Demand Projections

The approach to project demands growth assumes the 2010 census population as the baseline for forecasting demand growth and does not take into account demand due to land use changes. Future Land Use Changes will require updates as Land Use Plan Amendments (LUPA) and Developments of Regional Impact (DRIs) are processed. For the purposes of this Work Plan, the finished water demand projections are adjusted based on the net increased demands presented in the Land Use Plan Amendments or major rezoning processed after 2010 made available by the City's Planning Department. The total additional demand for the City's Service Area is 0.35 MGD. Major LUPAs include: Pompano Park South Regional Activity Center - Isle of Capri, KOI Development, the Pier Parking Lot and The Palm Aire rezoning. The City of LHP and Town of LBS confirmed during meetings held with their respective Planning Departments that LUPA's and DRIs were not planned in the areas served by the City of Pompano Beach WTP. **Table 4-5** shows the total projected finished water demands from 2014 thru 2025.

4.5 Raw Water Demand Projections

The raw water demand projections presented in **Table 4-5** are based on finished water demand estimates. The raw water demand projections are calculated assuming a raw water to finished water ratio of 0.92 based on historical operational data for the last 5 years. The projected raw water demands are expected to increase from 15.43 MGD in 2014 to 15.84 MGD in 2025.



Table 4.5 City of Pompano Beach Average Annual Daily Finished Water and Raw Water Demand Projections for the City's Water Service Area from 2014 through 2025

Year	City's Water Service Area Population ^a	Finished Water (gpcd) ^b	Projected AAD Finished Water Demand (MGD) ^c	Additional Finished Water Demand (MGD) ^d	Total Projected AAD Finished Water Demand (MGD)	Projected AAD Raw Water Demand (MGD) ^e
2014	81,456	191	15.56	0.35	15.91	17.29
2015	81,841	191	15.63	0.35	15.98	17.37
2016	82,226	191	15.71	0.35	16.06	17.45
2017	82,611	191	15.78	0.35	16.13	17.53
2018	82,995	191	15.85	0.35	16.20	17.61
2019	83,380	191	15.93	0.35	16.28	17.69
2020	83,765	191	16.00	0.35	16.35	17.77
2021	84,150	191	16.07	0.35	16.42	17.85
2022	84,535	191	16.15	0.35	16.50	17.93
2023	84,919	191	16.22	0.35	16.57	18.01
2024	85,304	191	16.29	0.35	16.64	18.09
2025	85,689	191	16.37	0.35	16.72	18.17

^a Source: City of Pompano Beach, LEC projections.

^b Source: SFWMD CUP Support Documents for the City of Pompano Beach.

^c Finished AAD water demand projections between 2008 and 2025 assume LEC GPCD projections.

^d Includes finished water projections for Land Use Plan Amendments provided by the City.

^e Raw AAD water demand projections assume a finished to raw water ratio of 0.92 as observed in the last 5 years



4.6 Water Conservation and Reuse Practices

The City's water conservation program encourages both conservation of water and use of alternative water supplies, such as reuse water for irrigation OASIS (Our Alternative Water Supply Irrigation System). The City's current conservation program elements are described below:

- **OASIS:** This program provides and promotes the use of reuse water as a viable water supply alternative for irrigation purposes within the City's service area. The City's Ordinance for Aquifer Protection, prohibits the installation of new groundwater wells for irrigation in areas with access to water reuse systems. Since landscape irrigation can make up to 50% of the potable water demand, OASIS lessens the stress on the Biscayne Aquifer as it does not rely on drinking water supplies or additional extraction from natural water sources.

To date, the City has designed and installed approximately 32 miles of reuse water main. The City currently installs approximately 10,000 linear feet of reuse mains per year (equivalent to approximately 180 eligible connections). When a new reuse main is installed, the surrounding properties are provided a service connection. Connection to the reuse system is required by City Ordinance for Multi-Family and commercial properties. Connection to the reuse system is also required for any new Single-Family home developments. Currently, it is not mandatory for existing Single-Family property owners to connect to the reuse water system. However, the City has a progressive campaign to encourage Single-Family connections to the reuse system for those areas that are currently served by the reuse distribution system. In addition to promoting hook-up for eligible residential customers, the City also reviews billing records to identify large users and determine feasibility of hook-up to reuse.

Under this program, the City intends to expand the reuse water service area to the area south, west and north of the existing service area currently served. The City nursery uses OASIS for irrigation as does the Broward Beautiful Program plantings to the north of the Water Plant, the Sample-McDougald House, the City of LHP medians, and the Air Park.

- **"I Can Water Campaign":** The campaign, which is part of OASIS, was put in place as an innovative public education program and connects single family homes to reuse water systems. So far there have been over 500 new connections with approximately 600 resident signups and projected potable water savings of 36 million gallons per year. The program has allowed for a greater appreciation of water resources, management and conservation. The success of this program is largely due to marketing and outreach efforts put in place for the campaign. Environmental Public Relations experts have created and implemented packages which prioritize community outreach, education, and advertising. The educational campaign consists of the following elements: dedicated website, promotional videos, magazine ads, telephone hotline, and distribution of: letters, door hangers, flyers and customer satisfaction survey cards. The educational campaign has received several awards for its efforts which include 2012 Broward League of Cities - Cities of Excellence Green Leaf Award and 2012 National WaterReuse Association Public Education Program of the year Award. Most recently in 2013, the City received the 1000 Friends of Florida's Community Steward Award. As part of this campaign, the City replaces customers' existing backflow assemblies with a new backflow device that does not require testing or inspection. Additionally, tours of the reuse facility are provided for residents to see firsthand how reuse water is processed and learn its benefits for the environment.
- **Public Information Program:** This program provides water conservation information and practices to the City's residents and customers through the City's webpage, the annual Water Quality Report, and the City's Publication "Tradewinds." The City speaks to schools and community



groups on water issues as well as participates in "Green" events at local schools and health fairs. The City airs videos on reuse as well as water issues. The City also uses advisory signage at all public locations where reuse water is used. The City Utilities Department promotes area student participation in the AWWA drop savers poster contest and water tower competition. The City staff partners with STEM schools to promote specific water conservation and science programs. The City also participated in the 2014 SFWMD water conservation exposition. Throughout the years, the City has increased its public education and outreach to provide annual water conservation workshops to the residents.

- **Leak Prevention and Detection Program (LP/DP):** This is a proactive approach to system maintenance in an effort to achieve the goal of preventing real or apparent water losses due to malfunctioning meters, distribution system leaks, and pipe failures. The City has several components to reduce breaks and leaks, such as an active main replacement program, and a meter replacement program. In order to obtain accurate water audit information, the City calibrates all large meters regularly and meters all sources of water. The program uses water metered leaving the WTP and water billing records to track water losses in the distribution system which are targeted to less than 10%/year. Annual leak scans are provided by an authorized contractor two days per year.
- **System Maintenance:** System complaints concerning pressure and higher than normal water usage are investigated to determine if meter replacement is required. System pressures monitored via the City's SCADA system, historical maintenance records, and hydraulic modeling help the City engineers identify, monitor, and plan for system pipe replacements.
- **Automatic Flushers:** The City actively flushes the distribution lines to maintain water quality. The City has designed, manufactured, and installed automatic flushers at select locations in order to reduce the amount of water used for manual hydrant flushing. The City estimates automatic flushing installations have saved approximately 250,000 gallons annually over standard hydrant flushing procedures at each flusher. This project was partially funded by the SFWMD SIPs program.
- **Broward County Mobile Irrigation Lab (BCMIL):** The Mobile Irrigation Lab is a collaborate effort between the District, the U.S. Department of Agriculture-Natural Resources Conservation Service (USDA-NRCS) and the agricultural community. The MIL seeks to provide practical advice on how to irrigate efficiently and conserve water based upon results of landscape and irrigation system performance evaluations. The City provides partnership funding for the BCMIL and looks for opportunities to engage the BCMIL in the community to promote conservation practices. The City uses the billing records to identify high users for further inspection or referral to the Mobile Irrigation Lab. The City staff assists in scheduling Broward County Mobile irrigation audit sites and Homeowner association talks.
- **Conservation Rate Structures:** The City uses a tiered rate structure for portable and reuse water to encourage conservation. Potable water users are assessed a surcharge for high usage during water shortages. Reuse ordinance requires residents to pay an availability fee.
- **Metering and Water Efficiency Tracking:** The City requires metering of all sources in order to accurately account for water use and determine water loss amounts. The City identifies high water users through the billing system for possible reuse hookup, mobile irrigation lab assessment, or other water savings options. The City is now a member of the Alliance for Water Efficiency, which will allow standard tracking of water conservation savings.



- **Retrofit Program:** The City implements a home plumbing fixture retrofit program. As part of this program the City distributes showerhead, bath & kitchen aerators kit during community events. In FY 2013, the City distributed almost 1,000 water saving devices with projected resulting savings of 6.9 million gallons. This project was partially funded by the SFWMD SIPs program. The City continues to distribute these devices and has saved approximately 21 MG in 2014.
- **Restaurant Sprayers Conservation Program:** The City provided and installed spray valves to 100 restaurants served by the City Utilities. The City estimates to save 11 million gallons of potable water per year. This project was partially funded by the SFWMD SIPs program.
- **In Plant Initiatives:** The City's conservation practices extend to the City's Utilities Department water in plant use as well. Three radiators were installed on the water treatment plant emergency generator systems to reduce the in plant water consumption.
- **City Staff Education and Activities:** The City Utility Director is a member of the National Reuse Foundation. The City's utility is a partner with Environmental Protection Agency's (EPA's) on the WaterSense program, an interactive internet web application that teaches homeowners about good conservation practices. City participation on the topic of Sustainable water resources is shown by participation at the highest levels of City government. The City Mayor, City Commissioners and staff served as members on the Broward League of Cities Water Conservation Subcommittee; the Director of Utilities has worked as member of the Reuse Water Policy Work Group, chair of the Southeast Florida Utility Council and serves on the WateReuse Association Board. In 2013, the WateReuse Foundation recognized the Utilities Director for the City, for his efforts promoting reuse water at the local, state and national levels.
- The City's emphasis on conservation can be directly observed by taking note of the conservation ordinance development which is part of the City's overall Conservation Program as required by Limiting Condition 26 of the CUP. The enacted conservation ordinances and regulations are summarized in **Table 4-6** below. Reuse ordinances require commercial properties and high density residential units to connect to the reuse system for irrigation uses where reuse water is made available. Other ordinances restrict irrigation, require the installation of rain sensor devices, promote Xeriscape, require the use of ultra-low volume plumbing fixtures and regulate the use of fertilizers.

4.6.1 Water Loss Monitoring

The City monitors water loss by comparing treated water volumes metered leaving the WTP to billed water and reports this comparison to the SFWMD annually as unaccounted-for-water losses. Monthly unaccounted-for-water losses appear to fluctuate widely due to the attempt to compare date specific treated water volumes to rolling meter reading dates for the billed water. As an example the percent loss reported in 2013 is influenced by the reported fluctuating negative volumes during one month and high values during other months of the year. The City embarked on the installation of an Automatic Meter Infrastructure (AMI) in 2011. Although meter replacements are essentially complete, the portion of the software to allow a determination of water use for the entire City at one time is not yet active. The system water use is still being determined in routes and is presenting a variation in the volumes. A summary of the reported annual percent water loss is provided in **Table 4-7**.

**Table 4.6 City of Pompano Beach Conservation and Reuse Regulations**

City Code of Ordinances	Title	Description
50.03	Water Conservation Rate Structure	Ordinance sets a tiered rate structure that promotes conservation and assesses a surcharge for high usage during water shortages.
50.05	Water Conservation	Ordinance limits lawn and ornamental irrigation hours, requires conservation plans from developers that show water savings, and provides for drought restriction rates to encourage conservation.
50.05	Ultra Low Volume Plumbing Standards	Ordinance incorporates by reference Florida Building Code flow restriction requirements.
155.127	Xeriscape Landscape	Ordinance incorporates by reference SFWMD's <i>Xeriscape. Plant It Smart</i> brochure. Ordinance also requires that landscaped areas include placement of native vegetation and substantial conformity with the Xeriscape Landscaping Principles referenced in the SFWMD Xeriscape Plant Guide and outlined in the City Landscape Manual
155.127	Rain Sensor Device	Ordinance requires rain sensor over-ride for new irrigation system installation.
155.5205	Florida-Friendly Fertilizer Use	Ordinance regulates the use of fertilizers by: requiring proper training of Commercial and Institutional Fertilizer Applicators, establishing training and licensing requirements, establishing a Prohibited Application Period and allowable fertilizer application rates and methods, identifying fertilizer-free zones, low maintenance zones, and exemptions.
54.04	Reuse Connection Required	Ordinance requires residents to pay an availability fee and requires commercial properties and high density residential units to connect to the reuse system for irrigation uses where reuse water is made available.
54.05	Reuse Connection Charges and Rates	Ordinance requires metered reuse accounts to be established.
54.21	Aquifer Protection	New groundwater irrigation wells are prohibited in areas where reuse water is available.

Source: Adapted from the City of Pompano Beach Code Ordinance (2014)

**Table 4.7 Summary of Annual Percent Water Loss**

Annual Period	Volume Treated (MG)	Volume Billed (MG)	Percent Loss %
Jul08-Jun09	4,922	4,701	4.5
Jul09-Jun10	4,769	4,535	4.4
Jul10-Jun11	5,101	4,712	6.3
Jul11-Jun12	5,182	4,722	6.4
Jul12-Jun13	4,638	4,561	1.3
Jul13-Jun14	4,692	4,473	4.4
Average	4,884	4,617	4.5



5. WATER SUPPLY FACILITIES WORK PLAN

This section provides a brief description of the City's Capital Improvements Program and details the water supply facilities that are planned to meet the City's water service area demands. The planning horizon for the 2014 Work Plan spans 10 years, covering 2015 to 2025, which encompasses the existing 20-year CUP period. The population projections and water demands presented in Section 4 were used as the basis for this Water Supply Facilities Work Plan. The City has been constantly coordinating all the projects listed within this plan with the SFWMD. In addition, this section discusses BCWWS proposed projects to meet the water demand of Districts 1 and 2, which serve areas within the City limits.

5.1 Traditional Water Supply Projects

The City has existing Biscayne Aquifer wells that provide a rated capacity of approximately 66 MGD and a firm permitted treatment capacity of 44.5 MGD. Based on the 2005 Permit, the Biscayne Aquifer use has been limited to 17.75 MGD on an average day. The City's maximum month permitted withdrawals are limited to approximately 33% of the wellfield capacity. No additional new Biscayne water source projects are planned. The City will continue with its existing well rehabilitation and maintenance program to rehabilitate approximately 5 wells per year.

5.2 City Alternative Water Supply Projects

The plan described herein demonstrates the City's commitment to the development of alternative water supply sources through the reduction of potable water used for irrigation demands and conservation of water. **Table 5-2** illustrates the plan by which the City intends to meet future demands by implementing alternative water supply sources through 2025. Two AWS projects have been identified to meet the City's increased water demands service area as presented in **Tables 5-1** below. **Figure 5-1** identifies the projected finished and raw water required to meet demands through 2025, the raw water alternative supply by source and a comparison of the CUP raw water limitation to identify the City's raw water reserves. These AWS projects and Annual Average Day Demand (AADD) assume that all current customers outside of the City limits will remain on the City's distribution system at least through 2025.

Table 5.1 City of Pompano Beach Proposed Alternative Water Supply Projects

Year	Quantity (MGD) ^a	Water Supply Project	Source	Municipalities Served ^b
2014-2025	1.85	Reuse Distribution Expansion Program through Fiscal Year 2025	Reuse Water	City of Pompano Beach and City of Lighthouse Point
2014-2030	0.58	Conservation and Irrigation Restrictions	Potable Water	City of Pompano Beach, City of Lighthouse Point and Town of Lauderdale-by-the-Sea

^a Quantity in terms of finished source (reuse or potable water).

^b City of Pompano Beach enforces irrigation restrictions for the City's municipal area only.



Table 5.2 City of Pompano Beach Raw Water Average Annual Day Demand (AADD) by Source

Year	City's Water Service Area Population ^a	Total Projected AAD Finished Water Demand (MGD) ^b	Water Conservation Credit (MGD) ^c	Projected Reuse Demand (MGD) ^d	Adjusted Finished Water Demand (MGD) ^e	Adjusted Finished Water Use (gpcd) ^f	Adjusted Raw Water Demand (MGD) ^g	Raw Water Permitted Allocation (MGD) ^h	Reuse Water Credit (MGD) ⁱ	Total Available Raw Water including AWS Sources ^j	Raw Water Reserve Surplus (MGD) ^k
2014	81,456	15.91	0.58	1.52	13.81	170	14.92	17.75	0.00	17.75	2.83
2015	81,841	15.98	0.58	1.54	13.86	169	14.97	17.75	0.00	17.75	2.78
2016	82,226	16.06	0.58	1.54	13.94	169	15.05	17.75	0.00	17.75	2.70
2017	82,611	16.13	0.58	1.57	13.98	169	15.10	17.75	0.00	17.75	2.65
2018	82,995	16.20	0.58	1.60	14.03	169	15.15	17.75	0.10	17.85	2.71
2019	83,380	16.28	0.58	1.63	14.07	169	15.19	17.75	0.21	17.96	2.77
2020	83,765	16.35	0.58	1.66	14.11	168	15.24	17.75	0.31	18.06	2.83
2021	84,150	16.42	0.58	1.69	14.15	168	15.29	17.75	0.42	18.17	2.88
2022	84,535	16.50	0.58	1.72	14.20	168	15.34	17.75	0.52	18.27	2.93
2023	84,919	16.57	0.58	1.74	14.25	168	15.39	17.75	0.62	18.37	2.98
2024	85,304	16.64	0.58	1.77	14.30	168	15.44	17.75	0.73	18.48	3.04
2025	85,689	16.72	0.58	1.85	14.28	167	15.43	17.75	0.83	18.58	3.15

^a Projected population for the City's Water Service Area (refer to Section 4).

^b Total Projected AAD Finished Water Demand (refer to Section 4).

^c The City is expecting a reduction of its per-capita water usage due to its current Water Conservation Program.

^d Projected Reuse Demand – Reuse system expansion to replace finished water demand based on estimates provided by Matthews Consulting in the 2014 Draft Reuse Water Master Plan

^e Adjusted finished water demand projections to account for reductions in finished water use associated with water conservation and reuse (demand management).

^f Calculated based on the Adjusted Finished Water Demand and population projection.

^g Finished to raw water ratio of 0.92 as observed in the last 5 years.

^h Based on the current City's permitted water annual allocation per SFWMD CUP No. 06-00070-W, expiration date September, 2025.

ⁱ Reuse Water Credits based on estimates provided by the City as developed by Federico Lamb and Associates.

^j Calculated adding permitted allocation and Tentative Alternative Water Supply – Raw Water Offset.

^k Calculated subtracting Adjusted Raw Water Demand from Total Water All Sources.

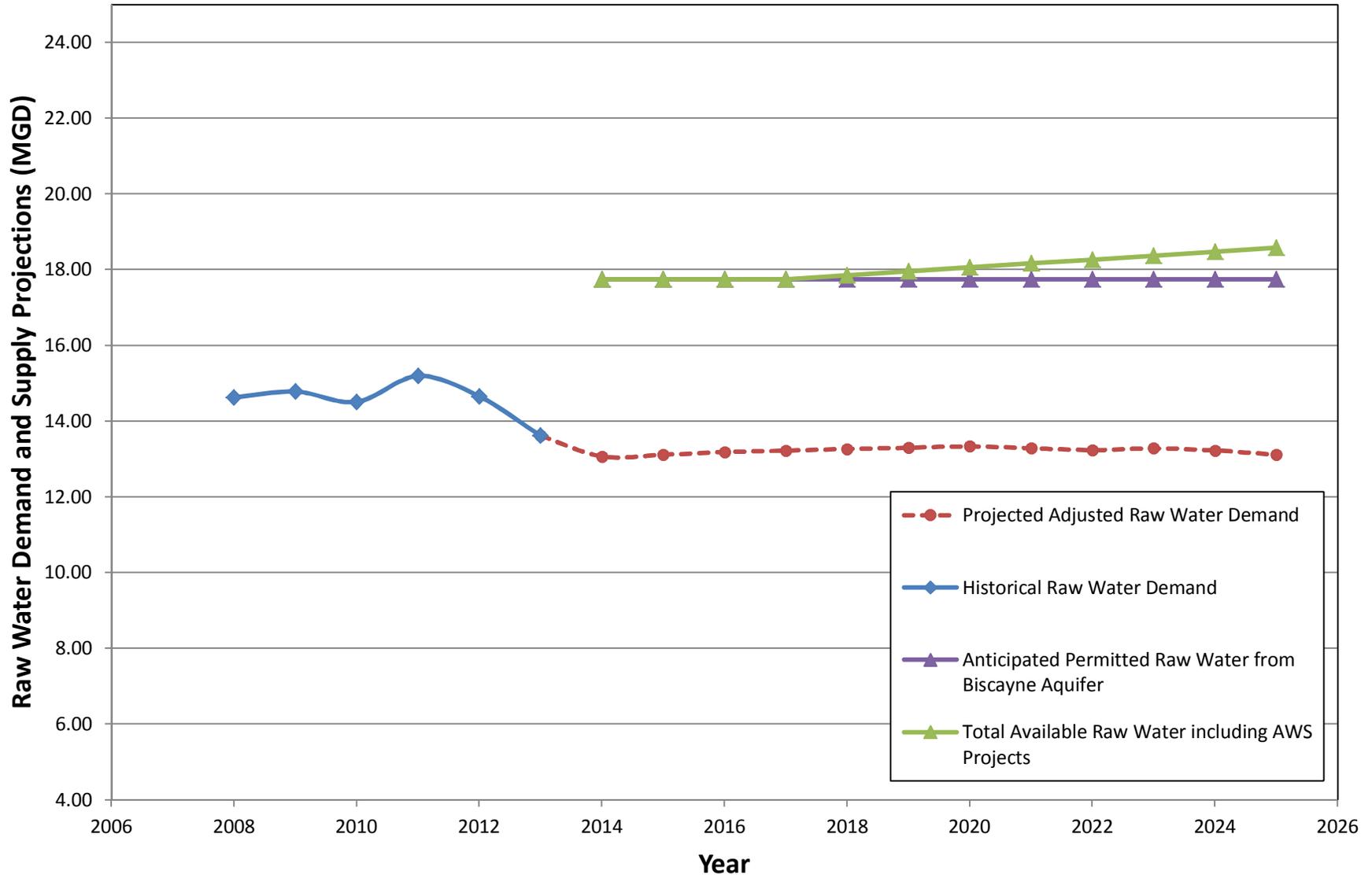


Figure 5.1 City of Pompano Beach Raw Water and Water Supply Projections



5.2.1 Reuse Distribution System Expansion

FY 2015 CIP Project Numbers: 06-904

Start: 2015

Finish: 2025

Source of Fund: City's Water Revenues and grants

Amount: \$1.5 million (between FY 2015 and FY 2019)

The City currently provides service to the areas bounded by Copans Road and N.E. 24th Street to the north, McNab Road to the south, the Intercoastal Waterway to the east, and Dixie Highway to the west (Areas 1-4 and the municipal Golf Course). Within the next five years, the City will continue to expand and install reuse distribution systems in service areas 1, 2, 5 and area 9. Expansion to areas 4 is planned by 2025, while areas 6 and 7 will be served beyond 2025. **Figure 5-2** shows reuse water distribution system areas. It is estimated that by year 2025, this expansion will gradually replace over 1.85 MGD of potable water used for irrigation with reuse water (refer to **Figure 5-2**). **Table 5-3** shows the estimated increase in reuse water demand due to system expansion between 2015 and 2025. Project design and construction are on-going with a budget of \$0.3 million per year between FY 2015 and FY 2019, as stated in the City's FY 2015 CIP. The City will continue the installation of 7,000 - 10,000 feet of mains per year, depending on grant availability and on paving schedules per the 2009 Reuse Master plan. The City is using the water revenues and state grants in the amount of \$0.3 M for the expansion of the reuse system. The City anticipates applying for additional grants from the SFWMD to continue future reuse expansion.

A part of area 5 will be served through a large user meter and whole sale contract with BC with expected service by 2015-2016. Service for this area does not represent a distribution system cost to the Utility since BC will install, maintain and operate the reuse distribution system in this area.

Table 5.3 City of Pompano Beach Proposed Reuse Water System Expansion Project Estimated

Year	Estimated Reuse System AADD (MGD) ^a	Estimated AAD Drinking Water Credit (MGD) ^b	Estimated Reuse Credit (MGD) ^c
2014	1.44	1.52	0
2015	4.82	1.54	0
2020	8.21	1.66	0.31
2025	11.59	1.85	0.83

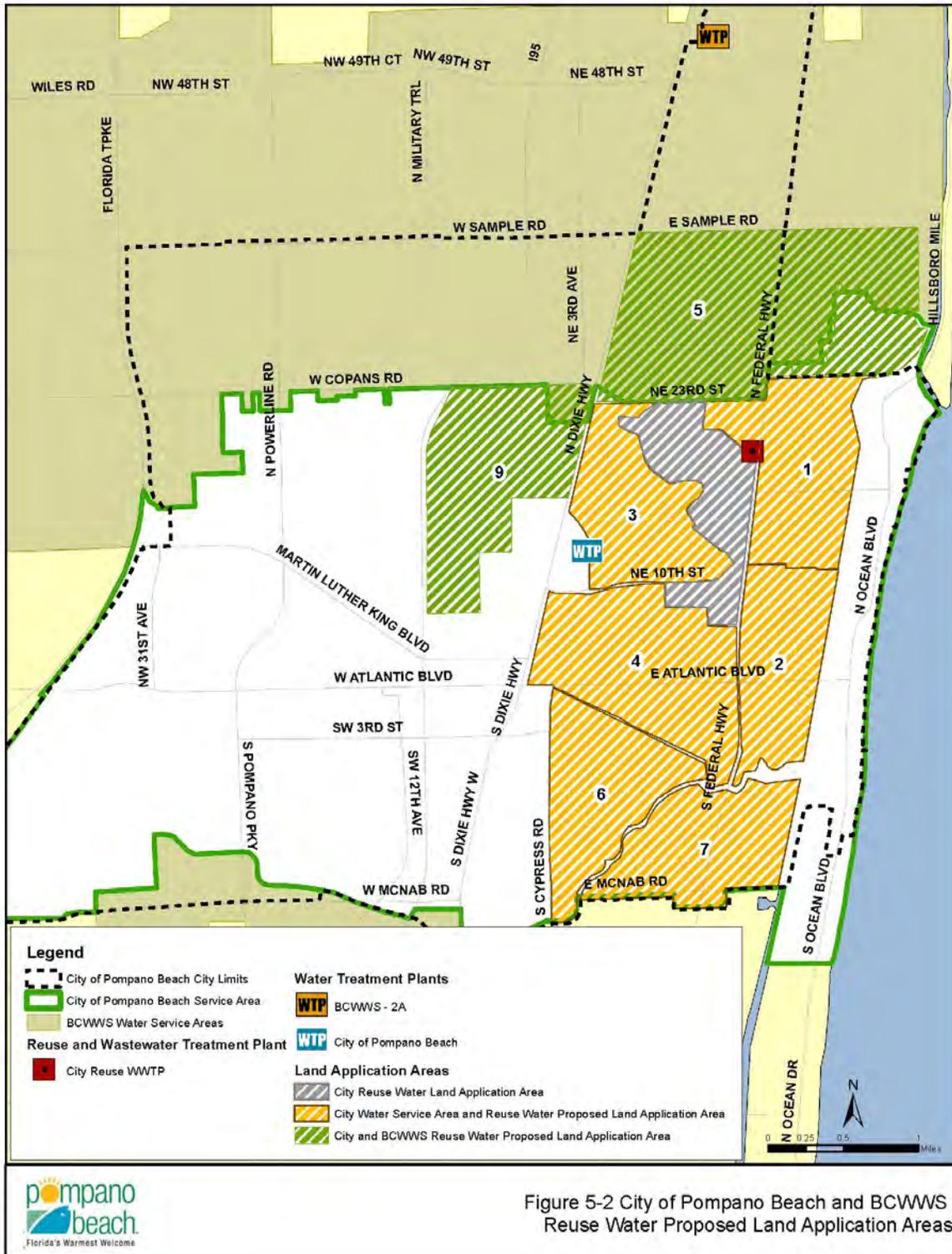


Figure 5.2 City of Pompano Beach and BCWWS Reuse Water Proposed Land Application Areas



5.2.2 Water Conservation - Irrigation Water Restrictions – Potable Water Demand Credit

Start: FY 2008

Finish: FY 2025

Water restrictions reduce the water demand through demand management. Since 2007, the City has experienced restricted landscape irrigation due to the water shortage orders issued by the SFWMD. Currently, the City implements the two-day-a-week year-round landscape irrigation restrictions. Additional conservation initiatives such as: the home retrofit program, leak prevention and detection program and the partnership with Broward County on the Mobile Irrigation Lab, public education and outreach, add to the irrigation restriction demand savings. Consequently, the City's per-capita usage for the last 5 years shows a decreasing trend (see **Table 5-2**) especially during times when the more stringent watering restrictions were in effect. The City expects water conservation credits of 0.58 MGD up to 2025.

5.2.3 Reuse Water Offset – Biscayne Aquifer Offset

Start: FY 2014

Finish: FY 2025

The City will be expanding its water reuse program through 2025. Part of the program will replace current potable water used for irrigation with reuse water. Another part of the program will replace existing irrigation wells currently withdrawing water from the Biscayne aquifer in the vicinity of the City's wellfields. The City plans to transfer the individual user permitted aquifer pumpage allocation to the City's consumptive use permit as reuse water replaces irrigation water. The total estimated pumpage re-allocation from private irrigation wells to City wells is 0.83 MGD. **Table 5-4** summarizes the irrigation well users within the City's reuse service area.

5.2.4 East Reuse Water Landscape Irrigation

Start: FY 2014-2015

Finish: FY 2014-2015

Broward County

The City is planning to provide reuse water from the City's Reuse WTP to the southeast part of BCWWS District 2 (Highlands and Cresthaven) as part of a wholesale contract. The City is currently negotiating an agreement with Broward County to provide reuse water through a master meter to customers of Pompano Highlands, located in Broward County's service area. According to the Draft Agreement, the City will provide Broward County with a maximum Average Annual volume of 0.6 MGD. The City and the County anticipate project implementation by FY 2015-2016.



Table 5.4 Identified Irrigation Well Users in the Reuse Water Land Application Areas

SFWMD Permit Number	Potential Major Reuse User	Total Annual Allocation (MGPY)	Total Maximum Month Allocation (MGPM)	CUP Expiration Date	Total Annual Allocation used for Calculating Offset Credits (GPD) ¹	Total Annual Allocation used for Calculating Offset Credits (MGD) ¹	Comments
CURRENT REUSE WATER SERVICE AREA							
06-05134-W	Atlantic Vocational and Pompano Beach Middle	20.11	2.79	8/4/2027	55,086	0.26	
06-01282-W	Pompano Multi Center	0.05	1.11	3/5/2019	50,000		50,000 gpd used as the permitted allocation
06-01808-W	Blanch Ely Ben Turner Ridge	0	0	2/12/2013	50,000		50,000 gpd used as the permitted allocation
06-01838-W	Pompano Beach Elementary School	12.71	1.77	3/12/2013	34,826		
06-04305-W	Pompano Beach Institute and Stoneman Douglas High School	10.31	1.55	8/6/2025	28,239		
06-03315-W	SunTrust Bank - Broward	8.45	1.24	9/7/2021	23,145		
06-04887-W	Cypress Park Condominium	2.73	0.35		7,484		
06-02023-W	South Florida Water Management Field Office - Davie	1.1	0.15	11/14/2014	3,014		CUP holder in close proximity of service area. Note this permit holder may have multiple wells located in different areas. South Florida WMD is for all structures in Broward County - Prorated to 1 acres for the G-57 structure
06-03885-W	Matthew Douglas Weissing, P.A.	0.88	0.12	8/21/2023	2,423		
06-05931-W	Soccer Field	0.82	0.1	1/19/2030	2,244		
06-03751-W	Dodge Of Pompano Beach	0.64	0.09	2/27/2023	1,740		
06-06635-W	Silverstein Dr. Office	0.41	0.06	2/19/2033	1,118		
06-04961-W	Haitian Gospel Evangelical	0.4	0.05	3/11/2027	1,085		
06-01252-W	Carl O. Olson Flower Hobbist	0.1	0	1/21/2010	274		
06-04096-W	Copans Auto Center	0.07	0.01	7/9/2024	187		
SUBTOTAL CURRENT REUSE WATER SERVICE AREA					260,865		



SFWMD Permit Number	Potential Major Reuse User	Total Annual Allocation (MGPY)	Total Maximum Month Allocation (MGPM)	CUP Expiration Date	Total Annual Allocation used for Calculating Offset Credits (GPD) ¹	Total Annual Allocation used for Calculating Offset Credits (MGD) ¹	Comments
FUTURE REUSE WATER SERVICE AREA							
06-00068-W	Forest Lawn North	35.51	4.54	12/23/2030	97,298	0.42	
06-01309-W	Crystal Sub Modification	24.54	3.15	3/24/2027	67,225		CUP holder in close proximity of service area. Note this permit holder may have multiple wells located in different areas.
06-05311-W	Cross Creek/Cresthaven/Cypress Elem/Crystal Lakes Middle	22.57	2.95	2/15/2028	61,838		CUP holder in close proximity of service area. Note this permit holder may have multiple wells located in different areas.
06-01287-W	Blanche Ely High School - Stadium	20.19	2.58	3/22/2030	55,310		
06-04098-W	Canal Pointe Park	16.92	2.16	5/24/2024	46,366		
06-04206-W	Mitchell Moore Park	12.93	1.72	10/11/2024	35,438		
06-06653-W	St. Joseph Haitian Mission	7.53	1.04	6/28/2033	20,625		CUP holder in close proximity of service area. Note this permit holder may have multiple wells located in different areas.
06-03407-W	Sanders Park Elementary	4.42	0.62	1/15/2022	12,113		
06-04020-W	Atlantic Palms Apartments	3.62	0.46	1/28/2024	9,917		CUP holder in close proximity of service area. Note this permit holder may have multiple wells located in different areas.
06-03402-W	Mt. Calvary Missionary Baptist Church	2.83	0.4	12/28/2021	7,765		
06-04022-W	Pompano Marketplace	1.63	0.22	1/27/2024	4,473		
06-04408-W	St. Colemans Church	1.26	0.17	6/24/2025	3,441		
SUBTOTAL FUTURE REUSE WATER SERVICE AREA					421,809		
TOTAL					682,674	0.68	

¹ Actual offset may be less than the full credit based on modeling results at the time of permit retiring.

5.2.5 Other AWS Projects

As part of the City's strategic plan to expand conservation efforts and other water efficiency efforts, the City plans to investigate shallow well injection for saltwater intrusion and investigate water savings through a reduction in concentrate in FY 2017 and 2018 respectively.

5.3 BCWWS Alternative Water Supply Projects

According to the BCWWS WSFWP, November 2014, in addition to the continued use of traditional sources, conservation efforts, and the utility's reuse water facility, BCWWS Districts 1 and 2 are proposing the construction of new Floridan wells to meet the increased water demands through 2040, which includes areas within the City.

Based on the water use projections presented in BCWWS WSFWP, November 2014, District 1 will need the pending transfer of SAS allocation from Plantation (0.5 MGD for Broadview Park) and Fort Lauderdale (0.3 MGD for North Andrews Gardens) to District 1. Alternatively, the AWS provided by the Floridan Aquifer will be needed by 2020.

According to the projected water use presented in the BCWWS WSFWP, November 2014, no alternative water supply projects will be needed in the near future for District 2. Developments of a Floridan aquifer raw water well, supply and construction of a RO WTP at District 2 is included in the County's Capital Improvement Program for authorization when projected demands indicate a need for additional water supplies. **Table 5-5, Table 5-6, Figure 5-3** and **Figure 5-4** present the finished and raw water projections, the corresponding treatment capacity and raw water source surplus/deficits for District 1 and District 2.



Table 5.5 District 1 Finished and Raw Water Projected Demands

Planning Year	Population	Finished Water		Raw Water Source - SAS			Treatment Capacity	SAS Raw Water
		Level of Service = 118 GPCD		Level of Service = 120 GPCD			= 15.3 MGD	Avg Day Allocation
	(UAZ Estm.)	Max/ Avg Day Ratio = 1.3		Max/ Avg Day Ratio = 1.09				= 9.2 MGD
		Average Day	Maximum Day	Average Day	Maximum Day	Average Month	Treatment Surplus/ (Deficit) ¹	Avg Day Surplus/ (Deficit) ²
		(MGD)	(MGD)	(MGD)	(MGD)	(MGM)	(MGD)	(MGD)
2015	75,546	8.7	11.3	9.1	9.9	275.7	5.4	0.1
2020	76,889	8.7	11.4	9.1	9.9	277.0	5.4	0.1
2025	77,950	9.0	11.7	9.4	10.2	284.5	5.1	-0.2

Notes:

1. Treatment Capacity minus Maximum Day Raw Water
2. Raw Water Average Day Allocation minus Average Day Demand

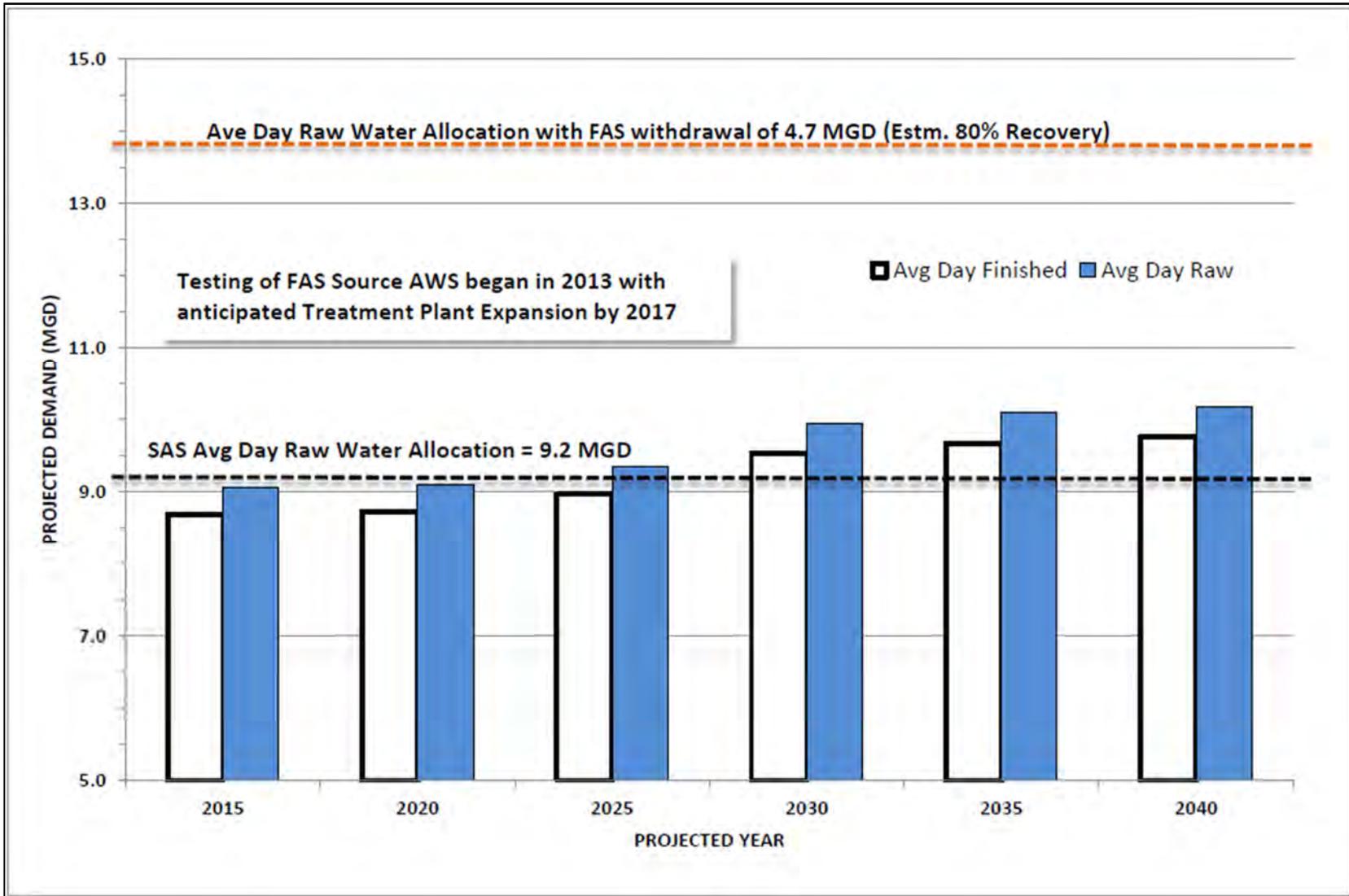


Figure 5.3 Finished and Raw Water Projected Demands vs. Allocations



Table 5.6 District 2/Coconut Creek Finished and Raw Water Projected Demands

Planning Year	Population	Finished Water		Raw Water Source - SAS			Treatment Capacity	SAS Raw Water
		Level of Service = 119 GPCD		Level of Service = 124 GPCD			= 30.3 MGD	Avg Day Allocation
	(UAZ Estm.)	Max/ Avg Day Ratio = 1.3		Max/ Avg Day Ratio = 1.1				= 17.5 MGD
		Average Day	Maximum Day	Average Day	Maximum Day	Average Month	Treatment Surplus/ (Deficit) ¹	Avg Day Surplus/ (Deficit) ²
		(MGD)	(MGD)	(MGD)	(MGD)	(MGM)	(MGD)	(MGD)
2015	111,496	13.3	17.3	13.8	15.2	420.5	15.1	3.7
2020	116,272	13.8	18.0	14.4	15.9	438.5	14.4	3.1
2025	120,159	14.3	18.6	14.9	16.4	453.2	13.9	2.6

Notes:

1. Treatment Capacity minus Maximum Day Raw Water
2. Raw Water Average Day Allocation minus Average Day Demand

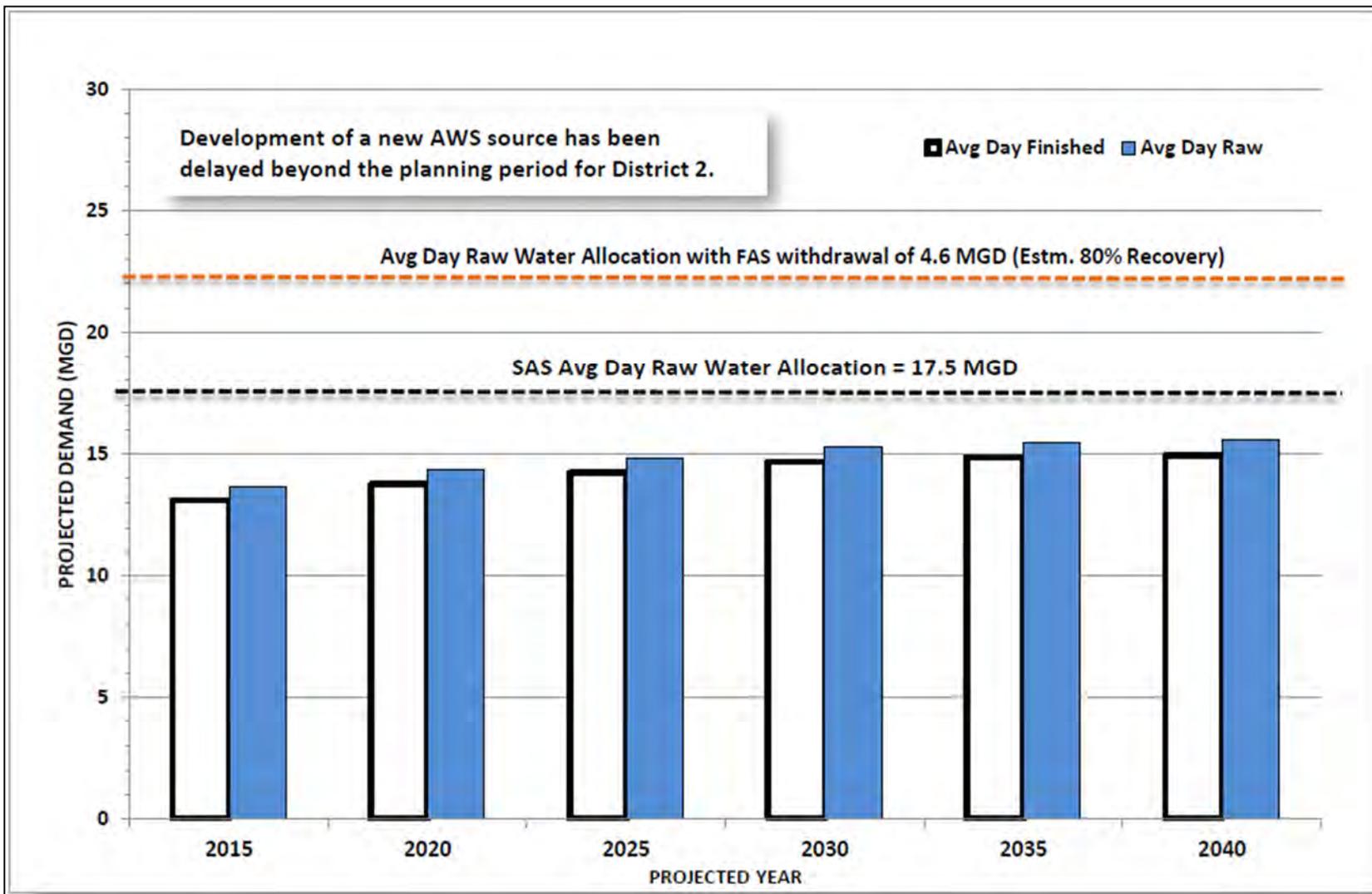


Figure 5.4 District 2 Finished Raw Water Projected Demands vs. Allocations

5.4 10-Years Work Plan and Capital Improvement Plan

5.4.1 City's 10-Year Work Plan and Capital Improvement Plan

As demonstrated in the previous sections, the AWS Plan proposed by the City will meet the increased water demands through 2025. As a confirmation that the City is committed to fund the initial projects for the 10-Year Water Supply Facilities Work Plan, the City's Five-Year (2015 – 2019) Schedule of Capital Improvements that are necessary to achieve and maintain the adopted level of service standards is summarized in **Table 5-7**. The Five-Year Schedule of Capital Improvements presents the cost estimates for the proposed AWS projects, projections of the revenue source and fund expenditures on a yearly basis. The funds were allocated to the projects through the City's budget process. Therefore, it demonstrates that the City's AWS projects are financially feasible.

5.4.2 BCWWS 10-Year Work Plan and Capital Improvement Plan

As described in subsection 5.3, the AWS Plan proposed by the BCWWS will meet the increased water demands through 2025. As a confirmation that BCWWS is committed to fund the initial projects for the 10-Year Water Supply Facilities Work Plan, Broward County's CIP is summarized in **Table 5-8** for the next five years (2014 – 2019).

5.5 Conclusion

The City plans to meet future water demands by expanding the existing reuse system to different areas of the City and increasing the number of reuse water users. This program, along with the City's conservation program is estimated to reduce historical per-capita water demands. The City will replace private irrigation wells with reuse water irrigation and assume the corresponding permitted withdrawals. The City is planning to investigate the use of aquifer recharge and concentrate reduction to meet a portion of the future water demands.

Table 5-9 summarizes the City's water facilities capacity and the anticipated future permitted amount. BCWWS Districts 1 and 2 will serve the Pompano Beach area not served by the City's Utilities Department. BCWWS Districts 1 and 2 plans to meet the future water demands with water from the Floridan aquifer. Diversification to Floridan water includes the construction of new Floridan wells and treatment facilities at each district. Two alternative water supply upper Floridan aquifer wells are under construction to provide raw brackish water for membrane treatment by 2020. District 1 will need the pending transfer of SAS allocation from Plantation (0.5 MGAD) and Fort Lauderdale (0.3 MGD) to District 1. Alternatively, the AWS provided by the Floridan Aquifer will be needed by 2020.

Table 5.7 City Water/Alternative Water Supply Capital Improvement Plan Program

Project Number	Project Name	Expenditure					Five-Year
		FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	Total
Alternative Water Supply Projects							
05-887	Reuse Water Treatment Plant Improvements						
	Construction	250,000	250,000	250,000	250,000	250,000	1,250,000
	Subtotal	250,000	250,000	250,000	250,000	250,000	1,250,000
06-904	Reuse Distribution System Expansion						
	Construction	300,000	300,000	300,000	300,000	300,000	1,500,000
	Subtotal	300,000	300,000	300,000	300,000	300,000	1,500,000
	Total Alternative Water Supply Projects	550,000	550,000	550,000	550,000	550,000	2,750,000
Water Supply Projects							
05-886	Water Treatment Plant Improvements						
	Construction	405,000	405,000	405,000	405,000	405,000	2,025,000
	Subtotal	405,000	405,000	405,000	405,000	405,000	2,025,000
	Total Water Supply Projects	405,000	405,000	405,000	405,000	405,000	2,025,000
Funding Source		City's Water and Sewer Fund Revenues					
	Water and Sewer Operating Transfer	4,100,000	4,100,000	4,100,000	4,100,000	4,100,000	20,500,000
	Interest Earnings	58,000	58,000	58,000	58,000	58,000	290,000
	Budgetary Fund Balance	-	213,000	321,000	316,500	534,500	1,394,000
	Total Revenues	4,158,000	4,371,000	4,479,000	4,474,500	4,692,500	22,184,000
Appropriations							
	Water System Capital Projects						
	All Projects	1,775,000	1,595,000	1,567,500	1,445,000	1,245,000	7,627,500
	Subtotal	1,775,000	1,595,000	1,567,500	1,445,000	1,245,000	7,627,500
	Sewer System Capital Projects						
	All Projects	1,620,000	1,905,000	2,045,000	1,945,000	2,165,000	9,680,000
	Subtotal	1,620,000	1,905,000	2,045,000	1,945,000	2,165,000	9,680,000
	Reuse System Capital Projects						
	Total Alternative Water Supply Projects	550,000	550,000	550,000	550,000	550,000	2,750,000
	Other Projects						
	Subtotal	550,000	550,000	550,000	550,000	550,000	2,750,000
	Reserves						
	Working Capital Reserve	231,000	321,000	316,000	534,000	732,500	2,117,500
	Subtotal	231,000	321,000	316,000	534,000	732,500	2,117,500
	Total Appropriations	4,176,000	4,371,000	4,479,500	4,474,000	4,692,500	22,175,000

Source: Adapted from City of Pompano Beach Capital Improvement Plan FY 2015

Table 5-8 BC Water/Alternative Water Supply Capital Improvement Plan Program

Project Number	Project Name	Expenditure					Five-Year
		FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Total
Alternative Water Supply Projects							
	Water Treatment Plant 1A Treatment Expansion						
	Design	1,273,990	3,300,000				4,573,990
	Construction		33,803,000				33,803,000
	Subtotal	1,273,990	37,103,000	-	-	-	38,376,990
	Water Treatment Plant 2A Treatment Expansion						
	Design			700,000		2,160,000	2,860,000
	Construction					1,800,000	1,800,000
	Subtotal	-	-	700,000	-	3,960,000	4,660,000
	Total Alternative Water Supply Projects	1,273,990	37,103,000	700,000	-	3,960,000	43,036,990
Funding Source		Water and Wastewater Capital					
	Total Revenues	74,726,900	141,834,030	39,525,530	47,314,300	67,021,580	370,422,340
Appropriations							
Retail Water & Wastewater							
	Total Alternative Water Supply Projects	1,273,990	37,103,000	700,000	-	3,960,000	43,036,990
	Other Projects	37,595,770	18,250,060	17,039,900	8,192,110	114,451,230	195,529,070
	Subtotal	38,869,760	55,353,060	17,739,900	8,192,110	118,411,230	238,566,060
Regional Treatment Projects							
	All Projects	30,193,200	85,868,450	10,999,000	34,994,170	48,087,740	210,142,560
	Subtotal	30,193,200	85,868,450	10,999,000	34,994,170	48,087,740	210,142,560
Regional Transmission							
	All Projects	5,663,940	612,520	10,786,630	4,128,020	522,610	21,713,720
	Subtotal	5,663,940	612,520	10,786,630	4,128,020	522,610	21,713,720
	Total Appropriations	74,726,900	141,834,030	39,525,530	47,314,300	167,021,580	470,422,340

Source: Adapted from Broward County Enterprise Capital Budget FY 2014

**Table 5-9 City of Pompano Beach Comparison of Facility Capacity and Future Anticipated Permitted Amount**

Year	2014	2015	2020	2025
City's Water Service Area Population	81,456	81,841	83,765	85,689
Average Annual Daily Adjusted Raw Water Demand (MGD) ^{a, b}	14.92	14.97	15.24	15.43
Average Annual Daily Adjusted Finished Water Demand (MGD) ^a	13.81	13.86	14.11	14.28
Adjusted Finished Water Use (gpcd) ^a	170	169	168	167
Available Facility Capacity (MGD)	50	50	50	50
Available Capacity Surplus (MGD) ^c	36.19	36.14	35.89	35.72
Permitted Average Annual Daily Raw Water Amount (MGD) ^d	17.75	17.75	17.75	17.75
Anticipated Raw Water Surplus/Deficit (MGD) ^e	2.83	2.78	2.51	2.32
Proposed Alternative Water Supply (MGD) ^f	0	0	0.31	0.83
Anticipated Raw Water Reserve Surplus (MGD) ^g	2.83	2.78	2.83	3.15

^a Reflect credits for water conservation and reuse.

^b Based on Adjusted Finished Water Demand and Treatment Process Efficiency (refer to Table 5-2)

^c Calculated by subtracting Average Annual Daily Demand (finished) from Available Facility Capacity.

^d Current City's CUP No. 06-00070-W

^e Calculated by subtracting AAD Adjusted Raw Water Demand from Permitted AAD Raw Water Amount. This number does not account for Alternative Water Supply Projects.

^f Anticipated Alternative Water Supply from Reuse Recharge Offset, Rainwater C-51 Reservoir, and Upper Floridan Aquifer Projects.

^g Accounts Alternative Water Supply Projects.



6. GOALS, OBJECTIVES AND POLICIES

The City's Comprehensive Plan will support this Water Facilities Work Plan by updating the Goals, Objectives and Policies of the Infrastructure, Capital Improvement, Conservation and Intergovernmental Coordination Elements. As an initial assessment, it is anticipated that key changes in the Comprehensive Plan in relation to climate change and sea level raise will include the following updates:

- Potable Water,
- Capital Improvements,
- The existing and proposed goals, objectives and policies of the City's Comprehensive Plan are in support of the City's 10-Year Water Supply Facilities are included below. New GOPs to be adopted and existing GOPS to be revised are also identified below.

Potable Water Element

Goal 1: Provide safe, reliable, cost effective potable water to all residents and businesses within the City's water utility service areas and make capital improvements necessary to maintain or improve potable water services.

Objective 1: Health & Safety

The City shall ensure the provision of a safe and sanitary supply of potable water to customers in its service area through good operating practices.

Policy 1: Deliver safe and reliable potable water to residents and businesses in the City of Pompano Beach service area.

Policy 2: Maintain a conservation rate structure for potable water which provides a minimum level of usage at a cost effective rate.

Policy 3: Maintain agreements for the delivery of safe and reliable potable water to City of Pompano Beach residents and businesses which are served by outside providers.

Policy 4: Provide sufficient water to meet system designed fire flows while maintaining required system pressure.

Policy 5: Comply with all potable water standards and reporting requirements which pertain to health and safety.

Policy 6: Potable water service providers should notify customers of supply interruptions, as soon as possible and as clearly as possible.

Policy 7: Minimize the interruption of potable water service to customers and wasted water by responding quickly to breaks in water mains.

Policy 8: Follow industry standards in disinfecting water mains in order to maintain optimum chlorine residual levels.

Policy 9: The City of Pompano Beach shall review all proposed land use plan map amendments within City limits for adequacy of water supplies and identify any adverse impacts on the water supply system.

Objective 2: Level of Services

The City of Pompano Beach shall maintain the level of service standards at 191 or lower gallons per capita per day.

Policy 1: Capital improvement projects undertaken to maintain the established levels of service will be implemented in accordance with the schedule provided in the Capital Improvement Element of the Comprehensive Plan.



Policy 2: The projected levels of service shall be the minimum levels of service maintained during the ten (10) year review period of the Consumptive Use Permit and ten (10) year Water Supply Plan planning periods.

Policy 3: The City shall annually evaluate the level of services standards in order to ascertain continued applicability.

Policy 4: The design capacities and current (2013) demands for the Pompano Beach Water Facility and the Broward County Water Facilities 1A and 2A are as follows:

Pompano Beach Water

Lime Softening Plant 40.00 million gallons per day in Design Capacity

Membrane Plant 10.00 million gallons per day in Design Capacity

Total 50.00 million gallons per day in Design Capacity

12.42 million gallons per day in Current Demand

Broward County

2A Plant 30.00 million gallons per day in Design Capacity

12.32 million gallons per day in Current Demand

Broward County

1A Plant 10.67 million gallons per day in Design Capacity

7.14 million gallons per day in Current Demand

Note: All demand figures are for 2013

Policy 5: Evaluate the need to update the Water Master Plan every five years.

Policy 6: Review the decennial U.S. Census data and adjust accordingly population projections.

Policy 7: The City of Pompano Beach will consult with the water supplier, prior to issuing the building permit or its functional equivalent, to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of a certificate of occupancy or its functional equivalent by the City.

Objective 3: Coordination with other entities

The City shall through the use of Inter-local Agreements provide potable water service to customers outside the City limits, cooperate with Broward County Utilities which serves customers inside the City limits and maintain interconnections to the potable water systems.

Policy 1: Continue to provide safe and reliable potable water services to the City of Lighthouse Point service area according to Inter-local Agreement.

Policy 2: Negotiate an Inter-local Agreement or memorandum of understanding with the Town of Lauderdale-by-the-Sea for the continued provision of safe and reliable potable water services.

Policy 3: Maintain agreements for the delivery of safe and reliable potable water to City of Pompano Beach residents which are served by outside providers.



Policy 4: Monitor development near the Town of Hillsboro Beach wellfield, which is located within the City of Pompano Beach city limits, to assist them in protecting their water supply.

Policy 5: Maintain agreements or memoranda of understanding which provide for various interconnections with other potable water entities which operate their own potable water systems.

Policy 6: Share information concerning ongoing water supply needs, especially through the 10 year Water Supply Plan process, with City of Lighthouse Point, Town of Lauderdale-by-the-Sea, and Broward County.

Policy 7: Coordinate with City of Lighthouse Point, Town of Lauderdale-by-the-Sea, and Broward County in the implementation of alternative water supply projects (primarily water reuse), establishment of level of service standards and resource allocations.

Objective 4: Capital Improvements

The City shall review and revise priorities for the replacement of facilities, correction of existing water supply and facility deficiencies and provisions for future water supply and facility needs, as developed in the Water Master Plan for inclusion in the City's 5 year Capital Improvement Plan and the Capital Improvement Element, taking into account recent technology advances and regulatory requirements.

Policy 1: The construction of capital improvements will be prioritized based upon periodic review of the master plans, accounting for changes, recent technology advances and regulatory requirements.

Policy 2: Where potable water service is required concurrent with private development, it shall be the responsibility of the developer to provide these systems (except in unique State or Federal grant situation).

Policy 3: Whenever possible, the City shall attempt to supplement potable water improvements with funding from additional revenue sources including the issuance of City revenue bonds.

Policy 4: Prepare Master Plans for system improvements and submit recommended improvements for the first five years in the City of Pompano Beach Capital Improvement Plan. Water system improvements shall include improvements to Water Treatment Plant, Water Reuse Plant, reuse distribution system, potable water distribution system or wellfields.

Policy 5: Utility Department will evaluate the need to update the Master Plan every five years.

Policy 6: Upgrade water mains and lines as suggested in the Water Master Plan at strategic locations to meet current and future demand as well as maximize water quality and maintain fire flows.

Policy 7: To minimize the interruption of potable water service to customers due to breaks in water mains, the City's Capital Improvement Plan will follow recommendations in the Water Master Plan which addresses water line replacement at an economically feasible rate.

Policy 8: To minimize rate increases for customers, the City's Capital Improvement Plan will follow the recommendations of the Water Master Plan, Water Supply Plan and staff considerations which address the replacement of capital equipment near the end of the equipment life expectancy.

Policy 9: Rates for potable water usage shall include adequate funding for capital improvements.

Objective 5: Water Reuse

The existing water reuse facility will reduce consumption of potable water supplies for non-potable water purposes, thereby conserving limited supplies of potable water.



Policy 1: Water reuse practices in the aquifer recharge areas will assist in the replenishment of the aquifer and halt the westward flow of the saltwater intrusion line.

Policy 2: Continue to provide reuse water at a rate lower than potable water rate.

Policy 3: Continue to construct distribution lines for the Water Reuse plant, which will enable residents, businesses and city properties to utilize reuse water for outside irrigation functions at the minimum rate of \$300,000 per year.

Policy 4: Evaluate the need to update the Water Reuse Master Plan every five years.

Policy 5: Seek available grants (federal, state and local) for the expansion of the reuse water distribution system.

Policy 6: Encourage hook-ups to water reuse distribution system, especially large users, to decrease potable water usage for irrigation.

Policy 7: Install reuse distribution lines at a rate to meet Lower East Coast Water Supply Plan requirements for 2030.

Policy 8: Upgrade Water Reuse Facility to include advanced treatment in order to meet future water quality regulatory requirements for projects such as wellfield recharge.

Objective 6: Other Alternative Water Supply Sources

The City shall pursue alternative sources of raw water supply/treatment such as utilization of the Floridian Aquifer through reverse osmosis and to supplement the existing water reuse system.

Policy 1: The City shall pursue alternative water supply sources as recommended in the Water Master Plan based on need.

Policy 2: Develop Alternative Water Supplies, such as Reuse or Floridan aquifer wells, to satisfy projected water demands, which cannot be met through increased allocations in the Consumptive Use Permit.

Policy 3: Develop partnerships with other utilities, in order to minimize cost increases, investigating other alternative water supplies such as the use of the reuse water, stormwater reservoirs and stormwater recharge.

Policy 4: Continue exploring the water storage capabilities of the C-51 storage facility.

Objective 7: Conservation

Conserve potable water resources through a proactive water conservation program.

Policy 1: Maintain existing water surcharge fee which is levied during times of water shortages.

Policy 2: Current and future raw water withdrawals shall comply with the requirements of the SFWMD consumptive use permit.

Policy 3: For all new building permits, water conserving fixtures shall be required.

Policy 4: Encourage the planting of "Florida Friendly" plants and support "Florida Friendly Best Management Practices for Protection of Water Resources by Green Industries, 2008".

Policy 5: Continue the public education program to encourage water conservation.

Policy 6: Maintain leak prevention and detection program such that unaccounted water loss is maintained at less than 10%.



Policy 7: Continue to implement a formal water conservation program as required by the Consumptive Use Permit.

Policy 8: Revise Code of Ordinances to include updated conservation program.

Policy 9: Participate in Broward County's water conservation programs, such as "Mobile irrigation", "Water Matters" and "Know the Flow".

Policy 10: Adopt and enforce a year –round irrigation program as referenced in the City of Pompano Beach 10 year Water Supply Plan.

Objective 8: Aquifer Resource and Protection

The City shall operate the potable water system and water reuse system in a manner that treats the Biscayne Aquifer as a renewable resource and protects it from depletion.

Policy 1: The City shall adhere to the restrictions of the Wellfield Protection Ordinance.

Policy 2: The City shall adhere to the restrictions of the Consumptive Use Permit.

Policy 3: Protect the integrity of the two wellfields by designating wellfield sites with a suitable land use designation which restricts inappropriate development.

Policy 4: Protect the integrity of the two wellfields by City ownership of the wellfield sites or restrictive easements on the wellfield sites and water lines from the wells.

Policy 5: Continue to monitor saltwater intrusion near eastern wells so that wells remain usable and that timely action to save the wells can be taken.

Policy 6: Prevent saltwater intrusion into eastern wellfield site by adding reuse water to prevent western movement of the saltwater intrusion line wellfield.

Policy 7: Follow recommended practices and make improvements to the wells in the eastern and western wellfields as recommended in the Water Master Plan as necessary to maintain capacity and water quality.

Policy 8: Review all land use plan map amendments, rezoning and site plan applications to ensure that there is sufficient potable water resources available and that they pose no harmful impacts to the Biscayne Aquifer.

Objective 9: Maintenance Procedures

Follow recommended maintenance industry standards and construct required improvements to assure proper operating capabilities as recommended in the Water Master Plan.

Policy 1: Maintain Water Treatment Plant Facility and Equipment such that facility meets all regulatory requirements and that said equipment and facility are maintained and improved as needed.

Policy 2: A proper preventative maintenance program effectively requires 80-90% of maintenance time, while emergency maintenance occupies only 10-20% of all maintenance hours (AWWA Manual 5).

Policy 3: Plant chemicals are handled such that all safety requirements are met in order to prevent accidents resulting in injury, loss of life, disruption of service or costs due to environmental remediation or liability.

Policy 4: Preventative maintenance program for wells meets sanitary survey requirements.

Policy 5: Maintain a leak prevention and detection program such that unaccounted water loss is maintained at less than 10%.



Policy 6: Maintain an active Emergency Response Plan to prevent loss of human life, damage to property and to provide for continuation of service in the event of natural or man-made disasters.

Policy 7: Maintain current interconnects with other Utilities to provide water in an emergency, and upgrade interconnects to meet backflow prevention requirements.

Policy 8: Maintain mutual aid agreements with organizations such as FLAWARN in order to mitigate disasters.

Policy 9: The water treatment facility and water reuse facility and distribution system shall maintain 100% compliance with all regulations.

Objective 10: Regulatory Matters

Comply with all water quality, operations and reporting regulations.

Policy 1: Average of plant inspections result in 90% rating or better.

Policy 2: Protect wells such that water quality meets all regulatory requirements.

Policy 3: Maintain an effective distribution system per American Water Works Association (AWWA) standards such that water quality within the distribution system meets regulatory requirements and water delivery meets demand.

Policy 4 Meet regulatory requirements as well as AWWA standards for flushing, backflow prevention, valve exercising and cross connection control.

Policy 5: The City's Building Inspection Division will perform residential reuse inspections and the City's Utilities Department will perform annual signage inspections as required by the Florida Department of Environmental Protection permit, the Broward County permit, and the City's Reuse Manual.

Intergovernmental Coordination

Policy:

To ensure coordination of the Comprehensive Plan with the Lower East Coast Water Supply Plan Update, approved by the South Florida Water Management District on September 12, 2013 and prepare updates to Water Supply Plan within 18 months of any future updates to the LEC as approved by the South Florida Water Management District.

Land Use

Policy:

Require that all future land use map amendments ensure the availability of potable water supplies and water supply facilities, and reuse where available.

Conservation

Policy:

Protect and conserve the water resources of the Biscayne Aquifer by reducing per capita demand for potable water and developing alternative water supplies, primarily reuse water.

Goal 1: Incorporate the best available data and science, into its policy and planning decisions for infrastructure, (recognizing the uncertainty associated with long range climate change predictions).

Objective 1: Southeast Florida Regional Climate Change Compact Ratification



Policy 1: The City shall adopt the southeast Florida Regional Climate Change Compact Agreed Modified Guidance developed by the U.S. Army Corps as a starting point for climate change action.

Objective 2: Ensure Resiliency

The City shall ensure resiliency of existing and future water resources, water and wastewater infrastructure to the predicted impacts of climate impacts for the protection of water quality, flood damage and water shortages.

Policy 1: Identify public water infrastructure at risk from sea level rise and other climate change related impacts and provide periodic updated assessments no later than every five years.

Policy 2: Provide for increase assessments needed for projected water and wastewater management as changing land use patterns occur under the potential impacts of climate change.

Policy 3: Protect existing well fields, surface storage facilities, control structures, water and wastewater treatment plants and transmission infrastructure from increased coastal flooding, sea level rise, saltwater intrusion, and other potential future climate change impacts, and plan for infrastructure replacement and relocation as needed.

Policy 4: Continue to enforce mandatory reuse zones for commercial and multifamily property irrigation when reuse water is available.

Policy 5: Continue to support a comprehensive saltwater intrusion monitoring program, together with the South Florida Water Management District and the United States Geological Survey that provides measurable movement of the saltwater intrusion line.

Policy 6: Improve resilience to coastal and inland flooding, salt water intrusion, and other related impacts of climate change and sea level rise through the Comprehensive Plan Amendments and related Elements, the Ten Year Water Supply Facility Work Plan, and the Water and Reuse Master Plans.

Objective 3 Intergovernmental Coordination

The City shall create and maintain effective intergovernmental coordination and ongoing communication that supports sustainable water supplies and resource protection while maintaining climate change preparedness.

Policy 1: Collaborate with local, regional, state and federal partner agencies on developing the scientific, technical knowledge and integrated modeling efforts and continuous data collection needed to understand the potential impacts of climate change on the region's water resources.

Capital Improvement Element

Goal: To ensure the orderly and efficient provision of all public services and facilities to serve existing and future residential, commercial and industrial needs.

Objective 13.01.00

To use the Capital Improvements Element on an annual basis as part of the City's budget process to identify improvements needed to meet existing deficiencies, to accommodate desired future growth and to replace obsolete or worn out facilities.

Policy 13.01.01: The Capital Improvements Element shall use the following criteria in determining the priority of capital improvement projects.

- a. Preserving the health and safety of the public by eliminating public hazards.
- b. Eliminating existing capacity deficits.



- c. Availability of funds.
- d. Protect prior infrastructure investments.
- e. Consistency with County plans and state agencies.
- f. Maintain adopted Level of Service.
- g. Accommodation of new development and redevelopment in the Northwest Area.

Objective 13.03.00

The City will continue to use a Development Review Committee which will to coordinate development or redevelopment proposals to insure consistency with existing services availability or the financial ability to provide those services in a timely fashion.

Policy 13.03.01: To provide the public facilities for developments in accordance with the development orders as issued.

Policy 13.03.02: The City shall provide the infrastructure necessary to maintain the following levels of service concurrent with the impact of development. The adopted levels of service are found in the Implementation Section.

Policy 13.03.03: Consistent with the current Comprehensive Plan and Code of Ordinances, the City shall continue to require that the necessary public facilities shall be available for development prior to the issuance of a development permit.

Policy 13.03.04: No development order shall be issued unless there is sufficient capacity to permit the development, or any capital project necessary to maintain the adopted level of service will be constructed concurrently with the development.

Policy 13.03.05: The provision of facilities will be concurrent with impacts, that is, for developments occurring in stages, the facilities will have to be supplied at the stage when they are needed.

Policy 13.03.06: All permits to construct public buildings will be subject to concurrency requirements.

Conservation Element

Goal: To protect, enhance and effectively manage the natural resources of the City in order to achieve a high environmental quality including factors that affect energy conservation.

Objective 09.03.00

The quality and quantity of the City's groundwater resources shall be maintained and, where possible, enhanced.

Policy 09.03.01: The City shall make certain that all development within a production "wellfield cone of influence" complies with the County Wellfield Ordinance.

Policy 09.03.02: The western wellfield production quantity and quality shall be monitored particularly because of the increasing reliance on that wellfield.

Policy 09.03.03: City policies shall promote water conservation and, wherever possible, the re-use of water where the quality requirements permit.

Policy 09.03.04: The City shall keep current the emergency water conservation plan.



Policy 09.03.05: The City shall make certain that all unused wells are capped (per County and SFWMD regulations) to avoid pollution.

Policy 09.03.06: The City shall explore the possibility of providing ~~servicing~~ alternative sources of water.

Policy 09.03.07: The City shall, within its jurisdiction, enforce the graduated detailed and specific water reductions set forth by the South Florida Water Management District during times of water shortage.

Policy 09.03.08: The City shall continue its water reuse program to combat saltwater intrusion.

Policy 09.03.09: Protect and conserve the water resources of the Biscayne Aquifer by reducing per capita demand for potable water and developing alternative water supplies, primarily reuse water.

Land Use Element

Goal: The attainment of a living environment which provides the maximum physical, economic and social wellbeing 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.

Objective Levels of Service

Annually review and periodically update Level of Service requirements availability of facilities and services.

Policy 01.01.01: Adopt and maintain community services based on the Level of Service Standards contained in the various Elements of the City's Comprehensive Plan.

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 01.01.03: Phase development concurrent with the availability or phasing of infrastructure, potable water, and traffic and drainage capacity.

Policy 01.01.05: Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.

Policy 01.01.08: Those facilities which are subject to concurrency requirements include: traffic circulation/transit, parks and recreation, drainage and flood protection, potable water, solid waste, sanitary sewer facilities and public schools.

Policy 01.01.09: To ensure the adequate provision of public services and facilities, the City shall take into consideration the tourist population and the seasonal demands placed upon the City's infrastructure.

Policy 01.01.11: Require that all future land use map amendments ensure the availability of potable water supplies and water supply facilities, and reuse where available.

Objective Natural Resources & Historic Preservation

Protect natural resources and historic properties in all land use considerations.

Policy 01.06.06: Enforce the procedures for compliance with the County Wellfield Protection Ordinance in areas of the City that fall within Zone 3 as depicted on the natural resource map series, at all levels of development, including Land Use Plan Amendments and Site Plans.

Policy 01.06.07: Review all proposals for development with consideration to the Natural Resource Map Series and discourage activities which would have a detrimental impact on significant natural resource areas which may or may not be designated by Broward County as Local Areas of Particular Concern.



Policy 01.06.08: Require all development on the barrier island lying partially on or seaward of the Coastal Construction Control line to comply with the provisions as set forth in Chapter 161 Florida Statutes.

Policy 01.06.09: Protect the integrity of the two wellfields by designating wellfield sites with a suitable land use designation which restricts inappropriate development.

Policy 01.06.10: Protect the integrity of the two wellfields by City ownership of the wellfield sites or restrictive easements on the wellfield sites and water lines from the wells.

Policy 01.06.11: Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no noxious impacts to the Biscayne Aquifer.

Objective Community Redevelopment

Amend the Land Use Plan map and Zoning map to support new development and redevelopment in the Community Redevelopment Areas.

Policy 01.08.02: Develop a schedule for the expansion of infrastructure facilities such as roadway, sidewalks, drainage, water and sewer services in the Community Redevelopment areas in conjunction with the phasing and timing of the Redevelopment Plans.

Appendices



Appendix A

Relevant Portion of Cited Florida Statute Provisions



2. CITED FLORIDA STATUTE PROVISIONS (RELEVANT PORTIONS ONLY)

163.3167(9): Each local government shall address in its comprehensive plan, as enumerated in this chapter, the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable plan developed pursuant to s. 373.709.

163.3177(3)(a): The comprehensive plan shall contain a capital improvements element designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities and set forth:

1. A component that outlines principles for construction, extension, or increase in capacity of public facilities, as well as a component that outlines principles for correcting existing public facility deficiencies, which are necessary to implement the comprehensive plan. The components shall cover at least a 5-year period.
2. Estimated public facility costs, including a delineation of when facilities will be needed, the general location of the facilities, and projected revenue sources to fund the facilities.
3. Standards to ensure the availability of public facilities and the adequacy of those facilities including acceptable levels of service.
4. A schedule of capital improvements which includes any publicly funded project of federal, state or local government, and which may include privately funded projects for which the local government has no fiscal responsibility. Projects necessary to ensure that any adopted level-of-service standards are achieved and maintained for the 5-year period must be identified as either funded or unfunded and given a level of priority for funding.

163.3177(4)(a): Coordination of the local comprehensive plan with the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region; with the appropriate water management district's regional water supply plans approved pursuant to s. 373.709; and with adopted rules pertaining to designated areas of critical state concern shall be a major objective of the local comprehensive planning process. To that end, in the preparation of a comprehensive plan or element thereof, and in the comprehensive plan or element as adopted, the governing body shall include a specific policy statement indicating the relationship of the proposed development of the area to the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region, as the case may require and as such adopted plans or plans in preparation may exist.

163.3177(5)(a): Each local government comprehensive plan must include at least two planning periods, one covering at least the first 5-year period occurring after the plan's adoption and one covering at least a 10-year period. Additional planning periods for specific components, elements, land use amendments, or projects shall be permissible and accepted as part of the planning process.

163.3177(6)(a): A future land use plan element designating proposed future general distribution, location, and extent of the uses of land for residential uses, commercial uses, industry, agriculture, recreation, conservation, education public facilities, and other categories of the public and private uses of land. The approximate acreage and the general range of density or intensity of use shall be provided for the gross land area included in each existing land use category. The element shall establish the long-term end toward which land use programs and activities are ultimately directed.

163.3177(6)(a)2.: The future land use plan and plan amendments shall be based upon surveys, studies, and data regarding the area, as applicable including:

- a. The amount of land required to accommodate anticipated growth.
- b. The projected permanent and seasonal population of the area.
- c. The character of undeveloped land.
- d. The availability of water supplies, public facilities, and services.
- e. The need for redevelopment, including the renewal of blighted areas and the elimination of nonconforming uses which are inconsistent with the character of the community.

163.3177(6)(c): A general sanitary sewer, solid waste, drainage, potable water, and natural groundwater aquifer recharge element correlated to principles and guidelines for future land use, indicating ways to provide for future potable water, drainage, sanitary sewer, solid waste, and aquifer recharge protection requirements for the area. The element may be a detailed engineering plan including a topographic map depicting areas of prime groundwater recharge.

1. Each local government shall address in the data and analyses required by this section those facilities that provide service within the local government's jurisdiction. Local governments that provide facilities to serve areas within other local government jurisdictions shall also address those facilities in the data and analyses required by this section, using data from the comprehensive plan for those areas for the purpose of projecting facility needs as required in this subsection. For shared facilities, each local government shall indicate the proportional capacity of the systems allocated to serve its jurisdiction.
2. The element shall describe the problems and needs and the general facilities that will be required for solution of the problems and needs including correcting existing facility deficiencies. The element shall address coordinating the extension of, or increase in the capacity of,

facilities to meet future needs while maximizing the use of existing facilities and discouraging urban sprawl; conserving potable water resources; and protecting the functions of natural groundwater recharge areas and natural drainage features.

3. Within 18 months after the governing board approves an updated regional water supply plan, the element must incorporate the alternative water supply project or projects selected by the local government from those identified in the regional water supply plan pursuant to s. 373.709(2)(a) or proposed by the local government under s. 373.709(8)(b). If a local government is located within two water management districts, the local government shall adopt its comprehensive plan amendment within 18 months after the later updated regional water supply plan. The element must identify such alternative water supply projects and traditional water supply projects and conservation and reuse necessary to meet the water needs identified in s. 373.709(2)(a) within the local government's jurisdiction and include a work plan, covering at least a 10-year planning period, for building public, private, and regional water supply facilities, including development of alternative water supplies, which are identified in the element as necessary to serve existing and new development. The work plan shall be updated, at a minimum, every five years within 18 months after the governing board of a water management district approves an updated regional water supply plan. Local governments, public and private utilities, regional water supply authorities, special districts, and water management districts are encouraged to cooperatively plan for the development of multijurisdictional water supply facilities that are sufficient to meet projected demands for established planning periods, including the development of alternative water sources to supplement traditional sources of groundwater and surface water supplies.

163.3177(6)(d): A conservation element for the conservation, use, and protection of natural resources in the area, including air, water, water recharge areas, wetlands, water wells, estuarine marshes, soils, beaches, shores, flood plains, rivers, bays, lakes, harbors, forests, fisheries and wildlife, marine habitat, minerals, and other natural and environmental resources, including factors that affect energy conservation.

1. The following natural resources, where present within the local government's boundaries, shall be identified and analyzed and existing recreational or conservation uses, known pollution problems, including hazardous wastes, and the potential for conservation, recreation, use, or protection shall also be identified:
 - a. Rivers, bays, lakes, wetlands including estuarine marshes, groundwaters, and springs, including information on quality of the resource available.
 - b. Floodplains.

2. The element must contain principles, guidelines, and standards for conservation that provide long-term goals and which:
 - b. Conserves, appropriately uses, and protects the quality and quantity of current and projected water sources and waters that flow into estuarine waters or oceanic waters and protect from activities and land uses known to affect adversely the quality and quantity of identified water sources, including natural groundwater recharge areas, wellhead protection areas, and surface waters used as a source of public water supply.
 - c. Provides for the emergency conservation of water sources in accordance with the plans of the regional water management district.
3. Current and projected needs and sources for at least a 10-year period based on the demands for industrial, agricultural, and potable water use and the quality and quantity of water available to meet these demands shall be analyzed. The analysis shall consider the existing levels of water conservation, use, and protection and applicable policies of the regional water management district and further must consider the appropriate regional water supply plan approved pursuant to s. 373.709, or, in the absence of an approved regional water supply plan, the district water management plan approved pursuant to s. 373.036(2). This information shall be submitted to the appropriate agencies...

163.3177(6)(h)1.: An intergovernmental coordination element showing relationships and stating principles and guidelines to be used in coordinating the adopted comprehensive plan with the plans of school boards, regional water supply authorities, and other units of local government providing services but not having regulatory authority over the use of land, with the comprehensive plans of adjacent municipalities, the county, adjacent counties, or the region, with the state comprehensive plan and with the applicable regional water supply plan approved pursuant to s. 373.709, as the case may require and as such adopted plans or plans in preparation may exist...

- a. The intergovernmental coordination element must provide procedures for identifying and implementing joint planning areas, especially for the purpose of annexation, municipal incorporation, and joint infrastructure service areas.

163.3177(6)(h)3.b.: Ensure coordination in establishing level of service standards for public facilities with any state, regional, or local entity having operational and maintenance responsibility for such facilities.

163.3180: Concurrency.—

163.3180(1)(a): Sanitary sewer, solid waste, drainage, and potable water are the only public facilities and services subject to the concurrency requirement on a statewide basis...

163.3180(1)(b): The local government comprehensive plan must demonstrate, for required or optional concurrency requirements, that the levels of service adopted can be reasonably met. Infrastructure needed to ensure that adopted level-of-service standards are achieved and maintained for the 5-year period of the capital improvement schedule must be identified pursuant to the requirements of s. 163.3177(3). The comprehensive plan must include principles, guidelines, standards, and strategies for the establishment of a concurrency management system.

163.3180(2): Consistent with public health and safety, sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the local government shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the local government of a certificate of occupancy or its functional equivalent...

163.3180(3): Governmental entities that are not responsible for providing, financing, operating, or regulating public facilities needed to serve development may not establish binding level-of-service standards on governmental entities that do bear those responsibilities.

163.3191: Evaluation and appraisal of comprehensive plan.—

163.3191(1): At least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements in this part since the last update of the comprehensive plan, and notify the state land planning agency as to its determination.

163.3191(2): If the local government determines amendments to its comprehensive plan are necessary to reflect changes in state requirements, the local government shall prepare and transmit within 1 year such plan amendment or amendments for review pursuant to s. 163.3184.

163.3191(3): Local governments are encouraged to comprehensively evaluate and, as necessary, update comprehensive plans to reflect changes in local conditions.

Appendix B

Broward County Water Supply Facilities Work Plan Draft



BROWARD COUNTY WATER SUPPLY FACILITIES WORK PLAN

November 24, 2014



BOARD OF COUNTY COMMISSIONERS
Environmental Protection and Growth Management Department
Broward County Water & Wastewater Services

Table of Contents	1
EXECUTIVE SUMMARY	1
1.0 INTRODUCTION	3
1.1 STATUTORY HISTORY	4
1.2 STATUTORY REQUIREMENTS	4
2.0 REGIONAL ISSUES	6
2.1 CLIMATE IMPACTS	6
2.1.1 Sea Level Rise	6
2.1.2 Saltwater Intrusion.....	8
2.1.3 Extreme Weather Events.....	9
2.1.4 Infrastructure Development	10
2.2 EVERGLADES & LAKE OKEECHOBEE MINIMUM FLOWS AND LEVELS (MFLS).....	10
2.3 SURFICIAL AQUIFER SYSTEM AND LIMITED WATER AVAILABILITY	12
2.4 OCEAN OUTFALL PROGRAM AND RECLAIMED WATER OPTIONS.....	13
3.0 BROWARD COUNTY	15
3.1 BROWARD COUNTY SETTINGS	16
3.1.1 Regional Climate Action Plan	17
3.1.2 Broward County-wide Integrated Water Resource Plan.....	22
3.1.2.1 Secondary Canal Interconnections and Wetlands Rehydration.....	25
3.1.2.2 Everglades Restoration/ Water Preserve Areas.....	25
3.1.2.3 Technical Water Resources Assessment.....	26
3.1.2.4 Alternative Water Supplies, Conservation and Reuse.....	26
4.0 DATA AND ANALYSIS	32
4.1 COUNTY- WIDE POPULATION ANALYSIS	32
4.2 CURRENT AND FUTURE SERVED AREAS	34
4.2.1 BCWWS.....	34
4.2.2 City of Fort Lauderdale	38
4.2.3 City of Hollywood.....	43
4.3 POTABLE WATER LEVEL OF SERVICE STANDARD	44
4.3.1 BCWWS.....	44
4.3.2 City of Fort Lauderdale	45
4.3.3 City of Hollywood.....	45
4.4 WATER SUPPLY PROVIDED BY LOCAL GOVERNMENTS.....	46
4.4.1 BCWWS.....	46
4.4.1.1 District 1:.....	46
4.4.1.2 District 2:.....	50
4.4.1.3 District 3A and 3BC:	54
4.4.1.4 South System Regional Wellfield:.....	58
4.4.2 City of Fort Lauderdale	59
4.5 CONSERVATION	61
4.5.1 Broward County.....	61
4.5.1.1 Water Use Restriction/Initiatives	61
4.5.1.2 Use of Florida-Friendly Landscape Principles	63
4.5.1.3 Water Conservation Based Rate Structure	63

4.5.2 City of Fort Lauderdale	64
4.6 REUSE.....	65
4.6.1 BCWWS.....	65
4.6.2 Fort Lauderdale	66
4.6.2 Hollywood.....	67
5.0 SPECIAL RECOMMENDATIONS AND ACTIONS	68
5.1 BCWWS.....	68
5.2 FORT LAUDERDALE	70
6.0 BCWWS CAPITAL IMPROVEMENTS.....	71
6.1 WORK PLAN PROJECTS	71
6.2 CAPITAL IMPROVEMENTS ELEMENT/SCHEDULE	72
7.0 GOALS, OBJECTIVES AND POLICIES.....	74
7.1 GOALS, OBJECTIVES, AND POLICIES SUPPORTING WATER SUPPLY PLANNING	75
LIST OF ACRONYMS.....	92
REFERENCES.....	94
APPENDIX A.....	95

Executive Summary

The Broward County government has always been an active participant in the Lower East Coast (LEC) water supply planning process and embraces the opportunity to proactively plan for improved water resource management. The County recognizes that increasing water demands of a growing population base will require further development of conservation programs, alternative water sources and proactive planning policies that incorporate climate impacts if we are to ensure sustainable water supplies and a climate resilient community.

As the second most populated county within the State of Florida, Broward County, with a population that is projected to increase almost fifteen (15%) percent between 2012 and 2040.

The predominant potable water source to support this population growth is the Surficial Aquifer System (SAS) in the southeastern Florida peninsula. The Biscayne Aquifer, which is part of the SAS, is one of the most productive aquifers in the world. Hydrologic analyses indicate that roughly two-thirds of the water in the aquifer underlying urban Broward County is the result of rainfall infiltration, the remaining one-third is from lateral seepage from the Everglades. These recharge characteristics, influenced by the region's unique geology, create water supply advantages as well as vulnerabilities for the entire region. The impacts from climate change, including increased frequency, severity of droughts, and increased sea level rise will constrain existing wellfields and challenge water resource planning, management and infrastructure protection for all communities in the LEC region. This is especially true in Broward County, where sea level rise is documented to have substantially accelerated the rate of saltwater intrusion of the coastal aquifer and where as much as 40% of the coastal wellfield's capacity is considered vulnerable to saltwater contamination. Therefore, it is imperative that local governments, including Broward County, begin to formalize the integration of water supply and climate change considerations as part of their coordinated, long-term planning efforts. This includes updating the Water Supply Facilities Work Plans and enhancing the Goals, Objectives and Policies (GOPs) of related comprehensive plan elements to ensure sustainable growth for the future. The updating of the GOPs are a critical planning tool since the goals provide the broad vision of the community's path forward while the objectives include the measurable steps and policies outline specific activities or programs needed to meet the goals.

The Broward County's Environmental Protection and Growth Management Department (EPGMD) and the Broward County Water and Wastewater Services (BCWWS) have partnered to update the required data and analysis necessary to meet the water concurrency requirements in Chapter 163, Florida Statute (F.S.). Included in this effort is an analysis of water demand projections, supplies within the utility's service areas, and an update to the related comprehensive planning elements focused on climate change considerations needed to improve the resilience of our communities.

The County's Planning and Redevelopment Division provides population data and demographic information for all local water utilities and in support of the County's own assessment, based on the University of Florida Bureau of Economic and Business Research (BEBR). A notable recent change for Broward is the use of the BEBR data in the County's 2014 Traffic Analysis Zones (TAZ) and Municipal Forecasts Update Model. This model has been used to coordinate and update for all the TAZs and population forecasts across the County. The model forecasts the county-wide populations growing from 1,748,066 (2010) to 1,982,466 (2040) which positions Broward County between Miami-Dade and Palm Beach County as the three most populous counties in the State.¹

Concurrent with this growth, Broward County's water utility finished water demands are projected to increase by 6 million gallons per day (MGD) from approximately 42 MGD to 48 MGD by 2040. While the county-wide demands are associated with this growth, they will be assessed through each community's own required water supply plans. The preliminary assessment from the 2013 LEC Regional Water Supply Plan Update forecasts an increase in the finished water demand of approximately 40 MGD, over the same period (2010 baseline data).

While the analyses in this Work Plan demonstrate that the County's Water and Wastewater Services facilities provide adequate infrastructure capacity and water supply allocations to meet water demands through 2040, there are also important long-term strategies in place to meet the County's urban and natural system water resource needs. The County's Environmental Planning and Community Resilience Division (EPCRD) has developed and proactively implements, a county-wide Integrated Water Resources Plan (IWRP) that provides long-term strategies to meet the County's urban and natural system water resource needs. Broward's IWRP coordinates water resource management and supports alternative water supply and water resource development projects through collaborations and advancement of diverse policy and projects. This is in support of sustainable and effective water resource management that extends across regional boundaries.

1.0 INTRODUCTION

Broward County is located on the southeastern coast of Florida and is surrounded by the Atlantic Ocean to the east, Miami-Dade County to the south, Collier County to the west and Palm Beach County to the north (**Figure 1.0**). This Broward County Water Supply Facilities Work Plan, 2014 (2014 Work Plan) identifies water supply sources, availability and facilities needed to serve existing and new development within the local

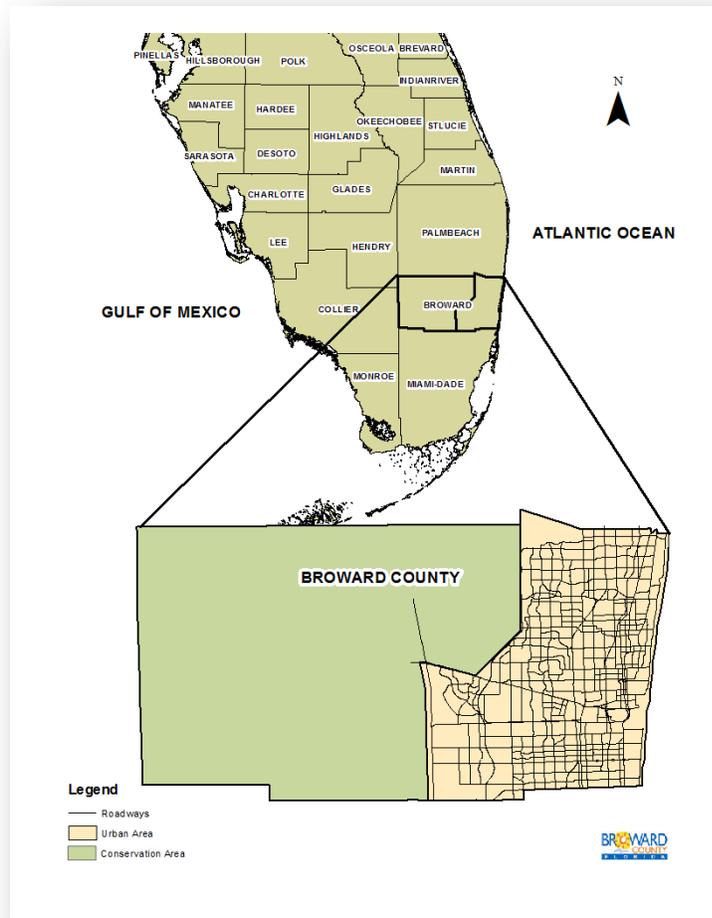


Figure 1.0: Broward County

government's jurisdiction. Chapter 163, Part II, (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update. The 2013 Lower East Coast (LEC) Water Supply Plan (LECWSP) was adopted by the District's Governing Board on September 12, 2013. Therefore, local governments within the LEC Region are required to amend their comprehensive plans and include an updated Water Supply Facilities Work Plan and related planning elements by March 12, 2015.

These state guidelines require that the Water Supply Facility Work Plan address the development of traditional and alternative water supplies and management strategies, including conservation and reuse. The data and analyses, including population projections, water demands and service areas must cover at least a 10-year planning period and be consistent to the LECWSP Update and the updated comprehensive plan amendments.

The Broward County 2014 Work Plan is divided into seven sections:

- Section 1 – Introduction
- Section 2 – Regional Issues
- Section 3 – Broward County
- Section 4 – Data and Analysis
- Section 5 – Special Recommendations and Actions
- Section 6 – Capital Improvements
- Section 7 – Goals, Objectives, and Policies

1.1 STATUTORY HISTORY

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

1.2 STATUTORY REQUIREMENTS

Broward County has considered the following statutory provisions in updates to this 2014 Work Plan.

1. The County Work Plan addresses the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the 2013 LECWSP Update [Section 163.3167(9), F.S.].
2. Coordination of the appropriate aspects of the County's Comprehensive Planning Elements with the 2013 LECWSP Update [Section 163.3177(4) (a), F.S.].
3. Assurance that future land use planning and proposed Future Land Use Map amendments are based upon availability of adequate water supplies, public facilities and services [Section 163.3177 (6) (a), F.S.].
4. Demonstration that the data and analysis adequately address water supplies and associated public facilities necessary to meet projected growth demands [Section 163.3177 (6) (a), F.S.].
5. Revision of the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [Section 163.3177(3)(a)4, F.S.].

6. Revision of the related comprehensive planning elements within 18 months after the water management district's update of the regional water supply plan, to:
 - a. identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the 2013 LECWSP, or alternative project(s) proposed by the local government under Section 373.709(8)(b), F.S. [Section 163.3177(6)(c), F.S.];
 - b. identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the 2013 LECWSP Update [Section 163.3177(6)(c)3, F.S.]; and
 - c. update the 2014 Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [Section 163.3177(6)(c)3, F.S.].
7. Maintenance of internal consistency and revision of the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the 2103 LEC WSP as well as applicable consumptive use permit(s) [Section 163.3177 (6) (d), F.S.].
8. Assurance that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent through consultation with the applicable water supplier [Section 163.3180 (2), FS].
9. Recommendations from the Broward County 2013 Evaluation and Appraisal Report in the identification of alternative water supply projects, traditional water supply projects, and conservation and reuse programs needed to meet local water use demands [Section 163.3191 (3), F.S.].

2.0 REGIONAL ISSUES

The regional issues impacting Broward County include:

1. Integrating climate impacts and water resources planning;
2. Everglades protection and Minimum Flows and Levels (MFLs);
3. Surficial Aquifer System and limited water availability; and
4. 2008 Ocean Outfall Program and reclaimed water options.

2.1 CLIMATE IMPACTS

Investigations and evaluations conducted at the national, regional, and local levels have reinforced the need to plan for the predicted impacts of more frequent and severe drought, increases in tidal and storm-related flooding, and the loss of coastal wellfield capacity due to saltwater contamination. In the absence of proactive planning, these impacts will present liabilities for coastal and inland communities with implications for urban water supplies, water and wastewater infrastructure, and both regional and local drainage/flood control systems.

Broward County, together with its municipal and regional partners, understands that it is imperative that local governments and water utilities begin to formalize the integration of water supply and climate change considerations as part of coordinated planning efforts and work to provide relevant updates the Water Supply Facilities Work Plan and enhance Goals, Objectives and Policies (GOPs) of its comprehensive plan.

Key considerations for communities within the Southeast Florida planning areas include: 1) sea level rise, 2) saltwater intrusion, 3) extreme weather, and 4) infrastructure investments to support diversification and sustainability of water supply sources, and adaptive stormwater and wastewater systems.

2.1.1 Sea Level Rise

Sea level rise has significant implications for water management and water supply planning in southeast Florida, the rate of which is accelerating. During the previous century, the global rate of sea level rise averaged approximately 1.6 mm per year. The rate of rise increased to an average of 1.7 mm per year during the second half of the last century, followed by a more significant increase to 3.3 mm per year measured during the last decade. This trend of rising sea level is reinforced by local tide data which documents an increase in regional sea level of about 9 inches during the last 100 years. While there continues to be uncertainty about the overall extent of sea level rise that might be realized in the coming century, the Third National Climate Assessment (NCA) report presents a probable range of 1 to 4 feet by 2100. In southeast Florida, partner counties in the Southeast Florida Regional Climate Change Compact, inclusive

of Broward, Palm Beach, Miami-Dade and Monroe Counties, have collectively agreed to use modified guidance developed by the U.S. Army Corps of Engineers and a planning scenario of 9 to 24 inches additional sea level rise by 2060, consistent with projections presented in the 2014 NCA (**Figure 2.0**). This unified sea level rise projection has been formally adopted by Palm Beach, Broward, Miami-Dade and Monroe Counties and is now being used to inform planning processes and project design throughout the region. As the impacts of historic sea level rise are already being realized and acceleration of the rate of rise is expected to compound local impacts and vulnerabilities, it is prudent that planning processes begin to formally reflect consideration of sea level rise as a future condition with recognized implications for near-term and longer-term planning decisions.

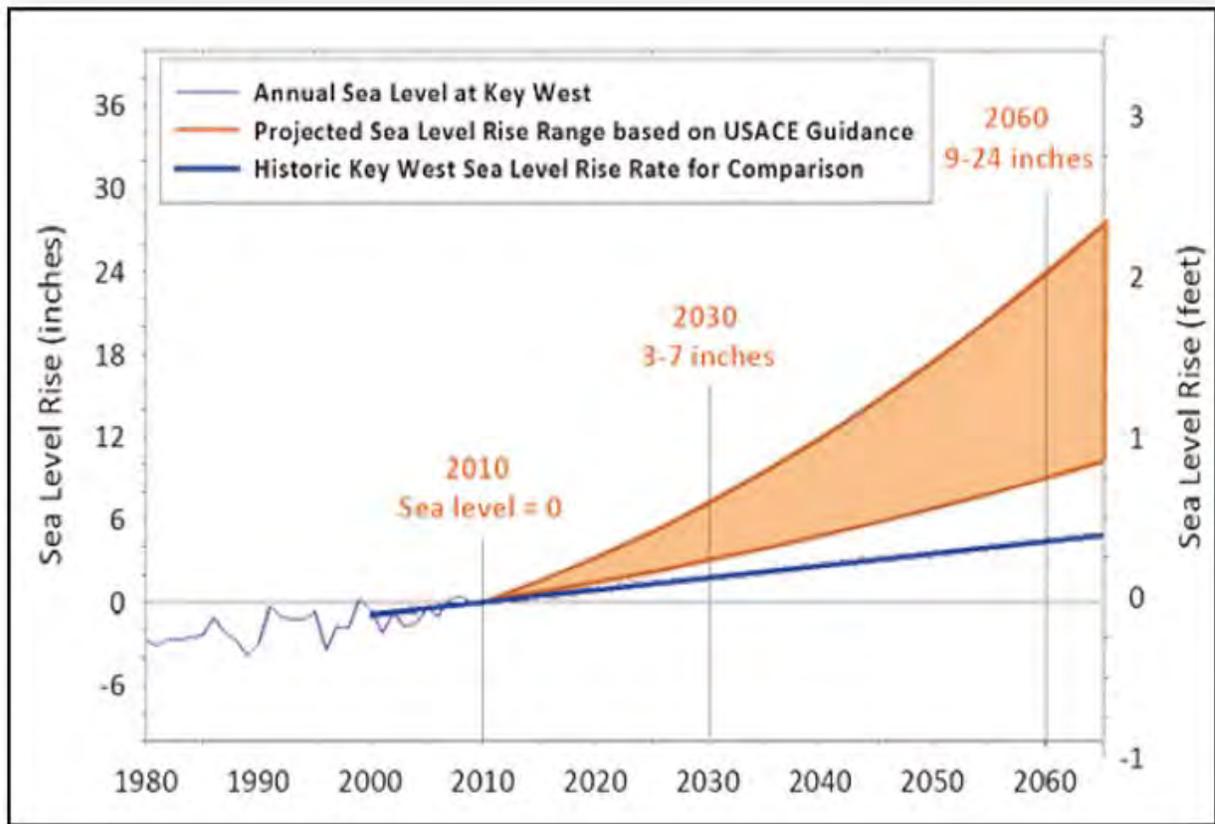


Figure 2.0: Florida Regional Climate Change Compact Adopted Sea Level Rise Projection

Sea level rise produces varied challenges with the respect to water resources sustainability, water management, and water/wastewater facilities and infrastructure. Impacts include salt water contamination of coastal wellfields, infiltration of groundwater with chloride levels into wastewater collection systems, impairing normal operations and maintenance as well as opportunities for beneficial use of reclaimed water as an alternative water supply. Water management systems are also at risk with systems constrained by rising groundwater and tail water elevations which reduce soil storage

and discharge capacity, with increased potential for both inland and coastal flooding and less opportunity for long-term storage of stormwater for beneficial reuse.

These realities necessitate consideration of plans and investments that may be needed to compensate for loss of existing water supplies through relocation of wellfields and the development of alternative water supplies while also seeking opportunities to expand regional water storage opportunities. These investments and considerations are in addition to concurrency planning for population growth and water demands that are typical requirements for water supply planning.

2.1.2 Saltwater Intrusion

Along the coast of southeast Florida, and several miles inland, groundwater supplies and potable wells are vulnerable to saltwater contamination. The Biscayne Aquifer which serves as the region's primary water supply is a shallow, surficial aquifer characterized by limestone karst geology which is highly porous, and transmissive. As a result, coastal saltwater intrusion of the aquifer has begun to restrict coastal water supplies and necessitated the development of western wellfields, changes in wellfield in water management operations, and investments in reclaimed water projects to enhance aquifer recharge. At the toe of the saltwater front, chloride concentrations exceed drinking water standards of 250 mg/l and thus restrict and/or require abandonment of wellheads located east of the saltwater intrusion line.

While impacts and planning efforts have historically focused on the most at risk utilities and wellfields, the accelerated rate of sea level rise and advancements in modeling and planning tools provide support and justification for a more holistic review of anticipated trends and necessary responses on both a local and regional scale.

As early as the 2000 Lower East Coast Water Supply Plan, these impacted water supply entities were classified as:

- Utilities at Risk- Utilities with wellfields near the saltwater interface that do not have an inland wellfield, have not developed adequate alternative sources of water, and have limited ability to meet user needs through interconnects with other utilities; and
- Utilities of Concern - Utilities having wellfields near the saltwater interface, the ability to shift pumpages to an inland wellfield, or an alternative source that is not impacted by the drought.

Technical assessments have further identified changes in land use, drainage of the Everglades, wellfield operations, and sea level rise as contributing factors to the historical movement and current location of the saltwater front within the productive layer of the aquifer.

Hydrologic modeling has revealed that sea level rise when combined with coastal wellfield pumping has accelerated the movement of the front, doubling the rate at which the front has progressed during the last several decades at certain locations. It is expected that sea level rise will constitute an increasingly significant influence on the

rate of saltwater migration during the decades to come and that critical wellfield capacity will be lost with an additional 2 foot increase in sea level, the extent of which will vary along the coast. Conditions will be further influenced by temporal hydrologic conditions and responses in water management operations. It is therefore prudent for water utilities throughout the region (both inland and coastal) to consider adaptation plans that might include wellfield relocation or expansion of western wellfields as part of planned efforts to meet shared regional water demands.

Continuation of groundwater monitoring and modeling efforts will be critical to predicting the movement of the front under sea level rise scenarios anticipated over the next several decades and adaptation efforts should continue to be refined in accordance with predicted and realized trends.

Regional and local data will be important in informing decision-making. The mapping of the saltwater intrusion front is supported by local governments throughout the region, the United States Geologic Survey (USGS), and the South Florida Water Management District (SFWMD). The current Saltwater Intrusion Line for Broward County (Figure 2.1) is anticipated to be updated in August, 2014.

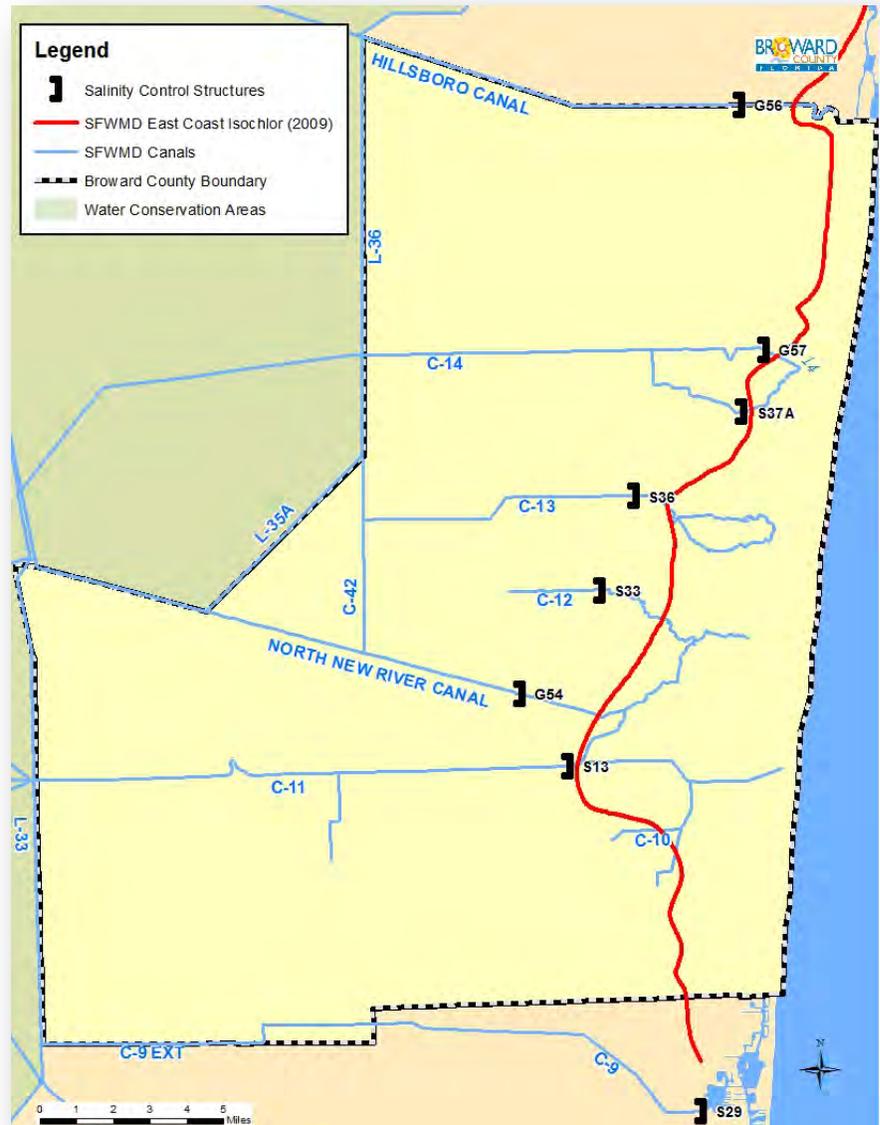


Figure 2.1: Saltwater Intrusion Line, Broward County, 2013

2.1.3 Extreme Weather Events

As extreme events increase in frequency and severity, comprehensive planning should consider impacts and risks associated with drought, water shortages and reduced

groundwater tables, all of which can hasten saltwater intrusion and exacerbate water supply impacts. Conversely, more intense rainfall will cause flooding, increased runoff, impacts to the natural systems and provide less recharge potential for wellfields. Integrated water resource management strategies will help to mitigate for these impacts, particularly those projects that can serve to provide additional long-term storage of stormwater runoff and redistribution of excess rainfall during dry periods and drought. Regional surface water reservoirs and below ground aquifer storage and recovery systems (ASR) are potentially viable alternative water supply projects and climate adaptation strategies.

2.1.4 Infrastructure Development

With increasing climate disruptions there is a need to diversify water supply sources, improve treatment technologies and to support the development of adaptive stormwater and wastewater infrastructure design criteria to ensure long-term sustainability of key facilities. Conversely, alternative water treatment technologies generally have a high energy demand and carbon footprint that can exacerbate climate change impacts. Strategic infrastructure planning should incorporate these constraints and work within with the Goals, Objectives, and Policies of the Comprehensive Planning process and Water Supply Facilities Work Plans to provide for long-term sustainability and a balanced approach to future development.

Increases in groundwater elevations, as both direct and indirect response to sea level, will challenge the function of drainage systems and is expected to exacerbate flooding, for even mild storm events. Conditions will be more severe with extreme rainfall events increasing damage to low-lying utility infrastructure and contributing to prolonged surface water flooding. Planning for the combined influences of storm events, high tides and sea level rise on drainage system functions and other public infrastructure is a critical need as is the assessment of viable water supplies and impacts to the natural systems from prolonged droughts.

Options that provide for a diversification of water projects and protection of resources will be fundamental and may include: regional water storage such as the C-51 Reservoir; ASR; the development and use of highly treated wastewater (reverse osmosis) for recharge as hydrodynamic barriers; the relocation and/or regionalization of wellfields and treatment facilities away from low-lying areas; and enhancing operational flexibility.

2.2 EVERGLADES & LAKE OKEECHOBEE MINIMUM FLOWS AND LEVELS (MFLS)

The Minimum Flows and Levels outlined in the Florida State Statutes are defined as the “limit at which further withdrawals would be significantly harmful to the water resources or ecology of the area” (Section 373.042(1), F.S.). They serve to protect the SAS from

saltwater intrusion, ensure adequate groundwater levels for maintenance of natural systems, and prevent excessive groundwater seepage or surface water flows from the regional (Everglades) system.

As part of the establishment of MFLs, the regional water management district must determine whether the existing flow or level in the water body is below or projected to fall below the MFL criteria within the next 20 years. If so, then the District must develop a recovery or prevention strategy and when appropriate, include development of additional water supplies, water conservation, and other efficiency measures consistent with the provisions in Sections 373.0421 and 373.709, F.S. and provide the information and timelines for these strategies within the regional water supply plans. The 2005-6 Lower East Coast Water Supply Plan Update (2005-6 LECWSP) had included the Everglades MFL and identified key water resource development projects in the Comprehensive Everglades Restoration Plan (CERP) as the recovery and prevention strategies to meet the Everglades MFL criteria.

After the approval of the 2005-6 LECWSP, continued concern over the safety of Lake Okeechobee's dike and ecological impacts warranted that the United States Army Corps of Engineers (USACE) set a new regulation schedule for lake water releases. The Lake had historically provided water supplies directly to a few rural utilities, irrigation water for the Everglades agricultural area and backup water source for urban users in the coastal basins during droughts and dry times as 'pass through' water to the Water Conservation Areas (WCAs). With the new 2008 Lake Okeechobee Regulation Schedule (2008 LORS) and lower stage levels, an average loss of approximately 430,000 acre-feet of storage that not only diminished the level of certainty for existing legal users, but also violated the Lake's MFL.² This mandated that a prevention and recovery strategy be implemented with water resources strategies identified to meet the MFL criteria, as was done for the Everglades MFL. Therefore, in August 2008 the 2005-6 LECWSP, Appendix H was amended to include a recovery strategy for the Lake Okeechobee MFL, and as with the Everglades MFL, the Lake MFL recovery strategy relies upon key CERP projects to be completed in addition to the completion of the Herbert Hoover Dike repairs.

Given the significant delays in both the CERP project implementation and Herbert Hoover Dike repairs, it cannot be expected the region's water supply will be returned to its previous level of certainty in the near term. In fact, in 2007 additional restrictions on the LEC's consumptive use water allocations were implemented as Restricted Allocation Areas to protect the Everglades and Lake Okeechobee MFLs. See below.

2.3 SURFICIAL AQUIFER SYSTEM AND LIMITED WATER AVAILABILITY

The Surficial Aquifer System (SAS) in the southeastern Florida peninsula, of which the Biscayne Aquifer is a part, is one of the most productive aquifers in the world and is currently the primary source of freshwater to residents of Broward County, Miami-Dade County, and southeastern Palm Beach County. In 1979, it was designated a sole source aquifer by U.S. Environmental Protection Agency (EPA), under the Safe Drinking Water Act (1974). The SFWMD is the state agency responsible for water supply planning in the LEC Planning Area, which includes all of Broward County.

Withdrawals from the SAS are managed by the SFWMD through the issuance of Consumptive Use Permits (CUPs). In order to secure and maintain a CUP, applicants, consisting of water utilities, developers, agricultural operations, and water control districts must meet the permitting criteria of: 1) being a reasonable and beneficial use of the resource; 2) demonstration of no adverse impact to other existing legal uses of water; and 3) assurance that the use of the requested quantity of water is necessary for economic and efficient use and is both reasonable and consistent with the public interest.

These uses must include compliance with the MFLs established for surface water and groundwater sources, Chapter 373, (F.S.). In the implementation of prevention strategy for the Everglades and Lake Okeechobee MFLs, the Governing Board of the District adopted Restricted Allocation Areas in 2007 and 2008. For the LEC planning region, this mandated that new water demands requiring recharge from the Everglades system be met through the development of alternative water supply (AWS). The numerous (115) AWS projects that were recommended as part of the 2005-2006 LECWSP Update were driven largely by these Restricted Allocation Areas and the concurrent consumptive use restriction for future water supply withdrawals from the surficial aquifer to historic levels (prior to April 1, 2006).

Opportunities for assistance for these AWS projects occurred in 2005 with the passage of Senate Bill 444 creating a funding and incentives program to encourage the development of alternative water projects as defined in Section 373.019, F.S.. The projects were defined as from the following sources: salt water; brackish water; surface water captured during wet-weather flows; sources made available through the addition of new storage capacity for surface or groundwater; water that has been reclaimed after one or more public water supply, municipal, industrial, commercial, or agricultural uses; the downstream augmentation of water bodies with reclaimed water; stormwater; and any other water supply source that is designated as nontraditional for a water supply region in the applicable water supply plan.

This program funding has since been severely limited within the Lower East Coast region and has directly impacted the ability of local water supply entities to advance the development of AWS projects through their own individual efforts.

2.4 OCEAN OUTFALL PROGRAM AND RECLAIMED WATER OPTIONS

In 2008, the Florida Legislature enacted an ocean outfall statute (Subsection 403.086(9), F.S.), Leah Schad Memorial Ocean Outfall Program. This requires the elimination of the use of six ocean outfalls in southeastern Florida as the primary means for disposal of treated domestic wastewater, two of which are located in Broward County. The affected wastewater utilities have to reuse at least 60 percent of the historic outfall flows by 2025. The objectives of this statute were to reduce nutrient loadings to the environment and to achieve the more efficient use of water for water supply needs.

The facilities within Broward County are the Broward County North Regional Wastewater Treatment Plant (WWTP) and the Hollywood Southern Regional Wastewater Treatment Plant (WWTP). Additionally, Cooper City and the Town of Davie are permitted to discharge effluent through the outfall operated by the City of Hollywood at the Southern Regional Water Reclamation Facility. Therefore, these two local governments also have obligations to meet the outfall requirements.

Requirements of the outfall program include the following:

- Discharge through ocean outfalls must meet either advanced wastewater treatment and management by December 31, 2018, or an equivalent reduction in outfall nutrient loading.
- A functioning reuse system that reuses a minimum of 60 percent of the facility's actual flow on an annual basis installed no later than December 31, 2025.
- Timely submission of certain progress and planning summary documents.
- Inclusion of projects that promote the elimination of wastewater ocean outfalls in SFMWD's regional water supply plans.
- State or SFWMD funding assistance must give first consideration to water supply development projects that replace existing sources or implement reuse projects to eliminate ocean outfalls.

The percentage of reuse required for the Broward County facilities is 22 MGD for the North Regional WWTP and 22 MGD for the Hollywood facility.

Broward County is planning to meet the 60 percent reuse requirement by expanding its public access irrigation in northern Broward and southern Palm Beach counties, including expanding reuse systems in the cities of Pompano Beach and Coconut Creek.

Hollywood is planning to inject the upper Floridan aquifer with reclaimed water to meet the 60 percent reuse requirement.

Reuse has been the focus throughout the State and in the beginning of 2009, a reclaimed water policy workgroup met to discuss how state regulatory policy could

better optimize the reuse of reclaimed water. The workgroup consisted of representatives from the Florida Department of Environmental Protection, Florida's five water management districts, Florida Water Environment Association Utility Council, Florida League of Cities, Florida Association of Counties, individual local government utilities, and environmental consulting firms. In 2012, the State of Florida's Reclaimed Water Policy Workgroup issued their Final Report.³ Many of the recommendations had already been implemented and captured in the recent statewide effort to ensure consistency in consumptive use permitting (CUP/Con). This process has resulted in changes to the Applicant's Handbook and rules codified in the summer of 2014.

Important considerations when developing these reuse projects are rising sea levels, and increasing salt concentrations in coastal wastewater collection systems that could impact cost-effective reclaimed water opportunities. Related infrastructure impacts from sea level rise include accelerated physical degradation of the built environment, increased Operations and Maintenance (O&M) and engineering design costs to support long-term public water and wastewater capital projects. In addition, significant and strategic monitoring and financial programming will be needed to support adaptation strategies. These options might include lining or armoring the sanitary sewer collection systems, redesigning or relocating collection systems, and building additional water quality treatment capacity such as membrane filtration.

Finally, the support of regional water conservation efforts is a proven strategy for extending the timeline to develop these expensive alternative water supply technologies and should be a prominent objective with dedicated efforts to support water resource protections under the threat of sea level rise and climate change. The County-wide initiatives addressing each of these concerns and consideration are presented the following sections.

3.0 BROWARD COUNTY

This section identifies the future water supply needs of those areas serviced by either BCWWS, or other water suppliers to ensure that water supply allocations and projects will be sufficient to meet projected demands. The role of the Environmental Protection and Growth Management Department (EPGMD) and BCWWS are to identify the future water supply needs and available supplies of the BCWWS service area (See **Section 4.2**) as well as for those served within the incorporated areas of the County. Currently very little of the unincorporated areas of Broward County are provided water service by BCWWS (see **Figure 4.2**). However, a significant County boundary change took place in 2009 with approval of House Bill 1315 that approved the transfer from Palm Beach County to Broward County of a 1,949-acre wedge-shaped property located between County Line Road and Loxahatchee Road. Currently the area of unincorporated land is 12.4 sq. miles with a population of less than 16,000, which includes the recently annexed 'Wedge' south of the Hillsboro Canal (**Figure 3.0**). The future services in the area are expected to be provided through a combination of the North Springs Improvement District (NSID) and/or Parkland Utilities, Inc. Of the County's remaining unincorporated areas, the City of Fort Lauderdale is the primary municipal provider of potable water. Water supply coordination with the City of Fort Lauderdale is detailed in this 2014 Work Plan.

In coordination with the Fort Lauderdale's Planning and Zoning Department and water utilities, the EPGMD has identified current and future water supply needs and water supplies as detailed below.

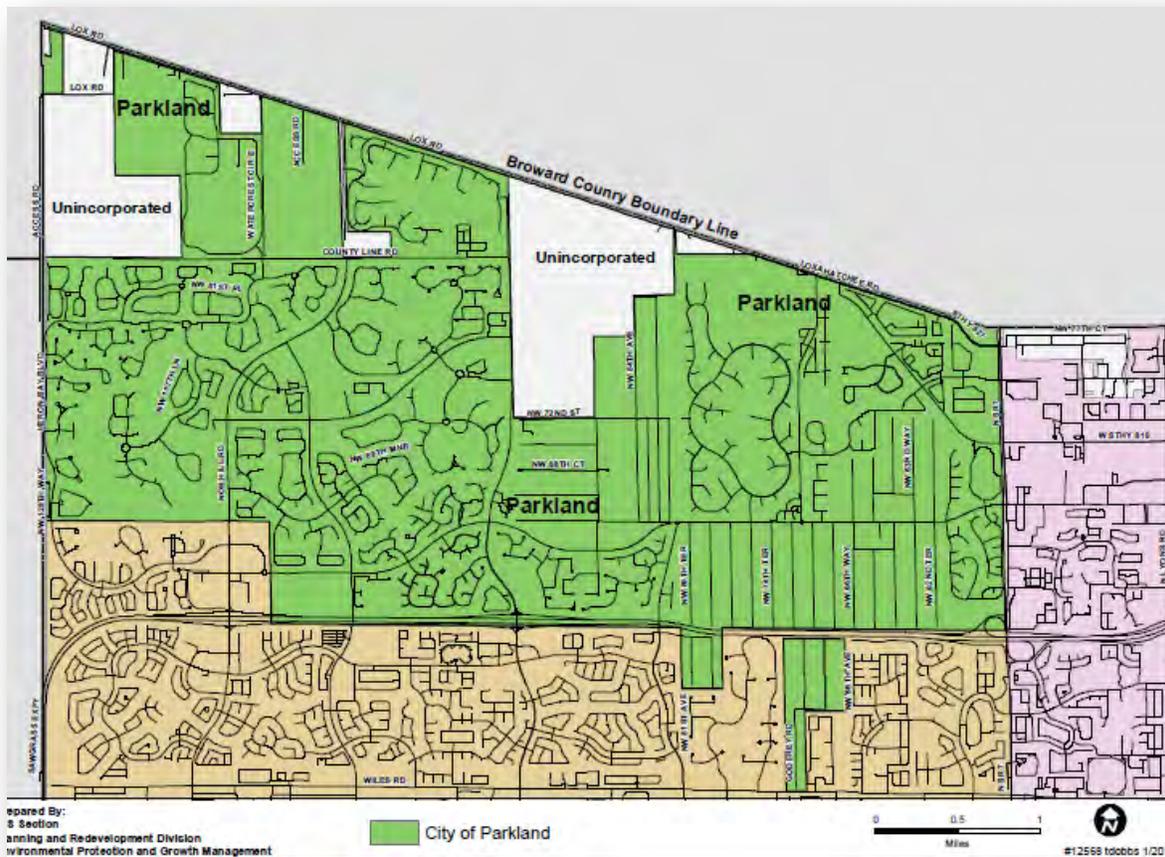


Figure 3.0: City of Parkland Wedge Area, 2014

3.1 BROWARD COUNTY SETTINGS

Broward County (County) is located along the lower east coast of Florida, between Miami-Dade County to the south, Palm Beach County to the north, and Collier and Hendry Counties to the West (**Figure 3.1**). The County was formed from parts of Palm Beach and Dade counties in 1915. At that time, the population was 4,763 (Florida State Census). In 2010, the Census estimated the population of the County to be 1,748,066, making it the second most populated county in the state after Miami-Dade (2010 Census Data). The recent University of Florida’s Bureau of Economic and Business Research ⁴ (BEBR, 2014) estimates the County’s population at 1,784,715.

In land size, the County contains more than 1,225 square miles, however, only the eastern third of the County (approximately 422 square miles) is urbanized. The remaining two-thirds of the County is composed of wetlands that constitute a large part of the Everglades Water Conservation Areas. This portion of the County is actively undergoing the planning and construction related to restoration of the Everglades, the largest natural system restoration effort in the world. With a population of nearly 1.8

million living on approximately 422 square miles of relatively low-lying developable urban land, the population density of Broward County was approximately 4,200 people per square mile.

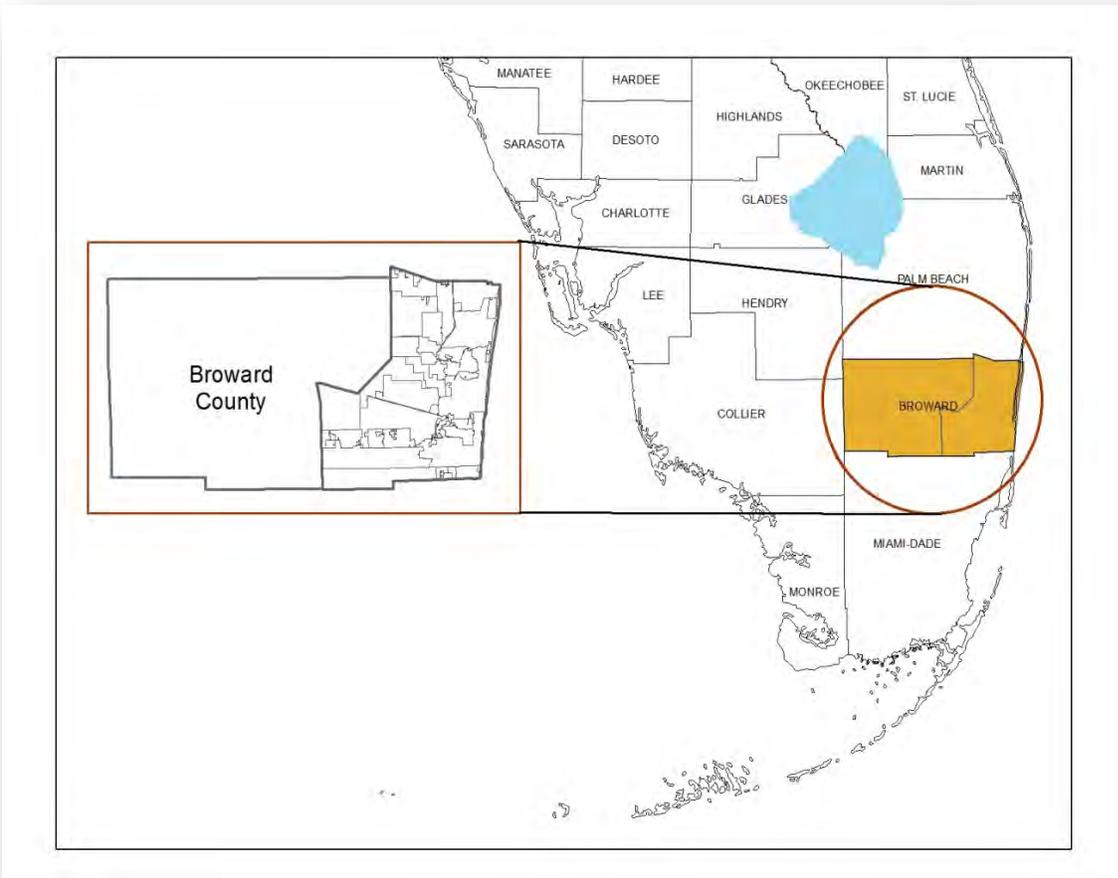


Figure 2.1: Location of Broward County

Balancing the vital restoration of the Everglades restoration efforts and supporting our growing communities in light of the impacts of climate change will present the County with significant water resource planning challenges. However, Broward has long recognized the concept that water is a shared regional resource and that effective and efficient resource management requires County-wide and regional coordination.

3.1.1 Regional Climate Action Plan

Southeast Florida is widely considered one of the most vulnerable regions with respect to the impacts of climate change and sea level rise. This is largely the result of several unique geographic characteristics which include low land elevations, flat topography, a porous geology, and dense coastal development. In combination, climate change and sea level rise are expected to present significant challenges relating to water resource

planning, management and infrastructure for communities throughout the region, which includes Palm Beach, Broward, Miami-Dade and Monroe Counties. These communities have agreed to partner in regionally-coordinated climate mitigation and adaptation strategies as part of the Southeast Florida Regional Climate Change Compact (Compact) and have jointly developed and adopted a Regional Climate Action Plan (RCAP) including 110 recommendations in seven primary focal areas, with 18 specific to the focal area of “Water Supply, Management, and Infrastructure” (**Table 1.1**).⁵

These are intended to meet the goals of advancing water management strategies and infrastructure improvements needed to mitigate for adverse impacts of climate change and sea level rise on water supplies, water and wastewater infrastructure, and water management systems and have been incorporated throughout this 2014 Work Plan and related comprehensive planning element updates.

Table 1.1: Water Supply Recommendations from Regional Climate Change Action Plan, 2012

<p>WS-1</p>	<p>Develop local and, where appropriate, regional inventories of existing potable water supply delivery and collection systems, vulnerable wellfields, wastewater collection and/or treatment infrastructure, septic tanks/drainfields, and stormwater drainage and treatment facilities; assess the potential impact from climate change of each component; and develop different climate change scenarios and adaptation strategies for high-risk utilities and/or infrastructure which may require replacement, reinforcement, or relocation to ensure the long-term viability of the system (e.g., modified site, depth, elevation, materials, or connection requirements).</p>
<p>WS-2</p>	<p>Develop a regional saltwater intrusion baseline and utilize saltwater intrusion models to identify wellfields and underground infrastructure at risk of contamination/ infiltration by saltwater with increases in sea level.</p>
<p>WS-3</p>	<p>Utilize existing and refined inundation maps and stormwater management models to identify areas and infrastructure at increased risk of flooding and tidal inundation with increases in sea level, to be used as a basis for identifying and prioritizing adaptation needs and strategies.</p>
<p>WS-4</p>	<p>Evaluate the impacts of rising sea and groundwater levels on soil storage, infiltration rates and inflow to stormwater and wastewater collection and conveyance systems; consider longer-term influences on water quality; and develop strategies for implementing reclaimed water and stormwater reuse projects that account for current and future conditions.</p>
<p>WS-5</p>	<p>Develop and apply appropriate hydrologic and hydraulic models to further evaluate the efficacy of existing water management systems and flood control/ drainage infrastructure under variable climate conditions. Quantify the capacity and interconnectivity of the surface water control network and develop feasible adaptation strategies.</p>
<p>WS-6</p>	<p>Coordinate with the South Florida Water Management District, Drainage/Water Control Districts, and utilities/public works officials to identify flood control and stormwater management infrastructure already operating below the design capacity. Further examine water control structures to ensure that they can provide for inland or upstream migration of riparian species as freshwater habitats become more saline.</p>
<p>WS-7</p>	<p>Develop Integrated Water Management Plans that present a joint assessment and planning strategy involving local water utilities, wastewater service providers, water managers, and partners to the Southeast Florida Regional Climate Change Compact, for coordinated consideration of stormwater use and disposal, traditional and alternative water supplies, wastewater disposal and reuse, and water conservation measures for use by local leadership to guide planning decisions as well as amendments to applicable codes and regulations.</p>

Table 1.1- Water Supply Recommendations from Regional Climate Change Action Plan, 2012 (cont.)

WS-8	Develop and test water management and drainage system adaptation improvements needed to maintain existing levels of service relating to drainage, flood control, and water supply, and use cost-benefit analyses to prioritize potential improvements.
WS-9	Incorporate and prioritize preferred climate adaptation improvement projects in capital improvement plans and pursue funding.
WS-10	<p>Encourage, foster, and support investigative work and scientific research that improves the understanding of local and regional climate change impacts specific to Southeast Florida, including:</p> <p>Improved down-scaling of global climate models for representation of precipitation at the regional/local scales,</p> <p>Identification and targeting of gaps in monitoring to improve quantification of the hydrologic system and its response to climate change, such as evapotranspiration, groundwater levels, and precipitation, and local sea level, and</p> <p>Development of risk-based decision support tools and processes for application in analysis of infrastructure design, water resource management, natural systems management, and hazard mitigation alternatives. Tools should provide for consideration of potential economic costs of comparative planning scenarios, management decisions, and infrastructure investments and the evaluation of potential tradeoffs.</p>
WS-11	Undertake efforts to fill identified data gaps through local program efforts, agency collaborations, and advocacy for additional state/federal resources, as needed.
WS-12	<p>Foster the development and exchange of new information, methods and technical capabilities to address key questions of concern related to climate variability and sea level rise to support management decisions:</p> <p>Assess impacts of observed and predicted climate variability and sea level rise on the frequency, duration, and intensity of flooding as a result of extreme tidal excursions, storm surge, and 100-year storm events, and where impacts are likely to be greatest,</p> <p>Examine the effects of climate change on water availability and groundwater vulnerability due to sea level rise, and predicted changes in precipitation and evapotranspiration patterns and rates, and</p> <p>Establish a venue for a periodic exchange of ideas between resource managers, policy makers, and researchers.</p>

WS-13	Develop agency capabilities to provide rapid deployment of resources in immediate response to intense precipitation and storm events through use of Next RAD technology.
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Table 1.1- Water Supply Recommendations from Regional Climate Change Action Plan, 2012 (cont.)

WS-14	Cultivate partnerships with federal and state agencies and professional associations with expertise in integrated water resource planning (such as the U.S. Army Corps of Engineers Institute for Water Resources, the United States Geological Survey, and Water Foundations) as sources of important research, reports, and information regarding climate change, and efforts being undertaken in other communities.
WS-15	Monitor changes in rainfall patterns, temperature means and extremes and sea level rise through coordination with NOAA and other key organizations/partners to better predict future wet-season and dry-season rainfall. Monitor emerging science in order to assess the adequacy of regional climate models. Choose an annual conference or other venue at which such trends can be reviewed at regular intervals.
WS-16	Manage water storage in the region’s publicly-owned uplands and wetlands and in other land uses compatible with water storage, including wetland restoration, certain agricultural operations and certain renewable energy production facilities. This will further serve to protect high quality drinking water supply, increase aquifer recharge, and as a means for managing saltwater intrusion.
WS-17	Support complete implementation and funding for the Comprehensive Everglades Restoration Plan (CERP) and its updated versions as fundamental to Everglades restoration, to include increased freshwater flows to the Everglades system, thereby improving water quality, maximizing regional freshwater storage and aquifer recharge, and providing potential to abate saltwater intrusion, which will become increasingly important under variable climate conditions and in the face of sea level rise.
WS-18	Combine existing and develop new land acquisition priorities in a regional setting to protect high quality drinking water supply.

3.1.2 Broward County-wide Integrated Water Resource Plan

In 1997, Broward County initiated the County-wide Integrated Water Resource Plan (IWRP) to improve the coordination and efficiency of local water management. The principle of the IWRP is that water should be viewed as a regional resource, independent of municipal and utility service area boundaries.

Broward's IWRP has four main goals:

- To make the most of local water resources, so that Broward's long-term water supply needs are met;
- To coordinate a diverse water management community, ensuring the efficient and effective management of Broward's water resources;
- To match up local water sources and users to ensure that water supplies are available when and where they're needed;
- To diversify water supplies so that the needs of urban and natural systems are met under wet and dry conditions.

Successful implementation of the plan requires coordination amongst a diversity of stakeholders including: water managers, utility directors and drainage districts and state and local government entities. The water management community in Broward County consists of 27 water providers, 23 special districts and 15 wastewater providers across 31 municipalities (see **Table 1.2**)

Table 1.2: Broward County Municipalities, Utilities and Districts

Municipalities	Water Providers	Special Districts	Wastewater Providers
City of Coconut Creek	Broward County -District 1	Bonaventure Development District	Broward County North Regional
Cooper City	Broward County -2A/North Regional	Broward County Water Control District #2	Cooper City
City of Coral Springs	Broward County -South Regional	Broward County Water Control District #3	Coral Springs Improvement District
City of Dania Beach	Cooper City	Broward County Water Control District #4	Town of Davie
Town of Davie	Coral Springs	Central Broward Water Control District	Ferncrest
City of Deerfield Beach	Coral Springs Improvement District	Cocomar Water Control District	Fort Lauderdale - G.T. Lohmeyer
City of Fort Lauderdale	Dania Beach	Coral Bay Community Development District	Hollywood
City of Hallandale Beach	Davie	Coral Springs Improvement District	Margate
Town of Hillsboro Beach	Deerfield Beach	Cypress Cove Community Development District	City of Miramar
City of Hollywood	Tindall Hammock Irrigation and Soil Conservation	Indian Trace Development District	City of Pembroke Pines
Lauderdale Lakes	Fort Lauderdale	Lauderdale Isles Water Management District	Plantation Regional
Lauderdale-by-the-Sea	Hillsboro Beach	North Lauderdale Water Control District	Pompano Beach
City of Lauderhill	Hallandale	North Springs Improvement District	Sunrise No. 1 (Springtree)
Lazy Lake Village	Hollywood	Oakridge Community Development District	Sunrise No. 3 (Sawgrass)
Lighthouse Point	Lauderhill	Old Plantation Water Control District	Sunrise Southwest
City of Margate	Margate	Pine Tree Water Control District	
City of Miramar	Miramar	Plantation Acres Improvement District	
City of North Lauderdale	North Lauderdale	South Broward Drainage District	
Oakland Park	North Springs Improvement District	Sunshine Water Control District	

Municipalities	Water Providers	Special Districts	Wastewater Providers
Parkland	Parkland Utilities, Inc.	Tindall Hammock Irrigation and Soil Conservation District	
Pembroke Park	Pembroke Pines	Turtle Run Community Development District	
City of Pembroke Pines	Plantation	Twin Lakes Water Control District	
City of Plantation	Pompano Beach	West Lake Community Development District	
City of Pompano Beach	Royal Utility		
Sea Ranch Lakes	Sunrise		
Southwest Ranches	Seminole Tribe of Florida		
City of Sunrise	Tamarac		
City of Tamarac			
Town of Weston			
City of West Park			
Wilton Manors			

The work of the Water Resources Assessment Program within Broward County provides vital information and guidance that support the programs in the Broward County IWRP and the development of alternative water supplies such as secondary canal integration, the use of the Floridan Aquifer, harvesting of excess stormwater (C-51 reservoir), application of reuse water for recharge. The technical assessment of these projects and planning for future mitigation strategies against climate change are investigated through several robust hydrologic models, developed over many years and with significant municipal partner support.

3.1.2.1 Secondary Canal Interconnections and Wetlands Rehydration

The Broward County Secondary Canal Improvement Project, as part of the Comprehensive Everglades Restoration Plan (CERP), is a water management project to optimize the integration and operation of the County's secondary canal system and support Everglades restoration by reducing the County's reliance on water from the regional system.

Authorized and to be funded by the U.S. Congress, State of Florida, and local government, the goals of the Broward County Secondary Canal Improvement Project are to capture as much annual rainfall as possible for storage and recharge of the Biscayne Aquifer, to maintain water levels in wetlands, and to stabilize saltwater intrusion. Additionally, through more efficient management of the local water resources, urban demand on the regional system is expected to be reduced, as well as seepage losses from the Water Conservation Areas (WCAs), as the project has the potential to raise groundwater levels on the east side of the levee.

Wetlands rehydration construction projects are pursued under the IWRP through secondary canal integration that can deliver surface water recharge via the secondary canal network. These projects not only serve to restore hydroperiods, groundwater levels, and natural system function, but approximately 80% of water delivered for wetland rehydration also serves to recharge the Biscayne Aquifer, with water supply benefits. These projects are pursued in coordination with the Water Management Division and Parks and Recreation.

3.1.2.2 Everglades Restoration/ Water Preserve Areas

The Water Preserve Areas (WPA) are a series of marshes, reservoirs, and groundwater recharge areas along the eastern side of the Water Conservation Areas in Broward, Palm Beach, and Miami-Dade Counties. In Broward County, the WPA extends along the western urban limits, adjacent to Levees 37 and 68A. The projects within the WPA are intended to serve multiple uses such as increasing the spatial extent of wetlands, reducing seepage losses from the Water Conservation Areas, improving water supply and quality, and establishing a buffer between the Everglades and developed areas. The County's urban benefits include: the storage of stormwater runoff, groundwater recharge; management of saltwater intrusion; and increased urban water supplies.

The conceptual plan for the WPA was first contained in the Comprehensive Everglades Restoration Plan and after decades of coordination and process, the WPA was included in the 2014 Water Resources Restoration and Development Act (WRRDA) authorizing the project.

3.1.2.3 Technical Water Resources Assessment

Hydrologic Models

The numerical hydrologic models developed within the IWRP program provide for informed decisions and sustainable investments essential for comprehensive and integrated water resource management strategies throughout Broward County and the LEC planning region.

In 2006, Broward County's Environmental Planning and Community Resilience Division (EPCRD) contracted with the USGS to develop a numerical model to evaluate to various influencing factors on the saltwater movement within the Biscayne Aquifer in the northern third of the County. This tool was proven to be effective in representing historic and future conditions and was demonstrated to have utility as a planning tool for future water resources projects and development of resilience strategies. This modeling effort was subsequently expanded to the central and southern portions of the County to simulate historic saltwater intrusion and to test the extent to which wellfield pumpage, surface water management and sea level rise contribute to and influence the movement of saltwater and how the aquifer can be expected to respond to future climate conditions. The tool will also investigate the implications on the viability of water supplies and be used to identify and test possible adaptive strategies.

The County is also enhancing this investment with concurrent development of a Climate Vulnerability/Inundation model focused on coupled hydrologic impacts of saltwater intrusion, surface water/groundwater elevations, and stormwater inundation. This model (developed in cooperation with USGS) builds upon the County's Variable Density Model to assess the influence of changing climatic conditions on urban water resources and infrastructure. The current effort integrates bias-corrected, dynamically-downscaled data from Global Circulation Models into the updated surface/groundwater model that will be used for predictions county-wide. Refinements such as surface-water routing and variable density components offer more detailed conceptualization of the surface-water/groundwater interactions that can be then used to assess the predictive scenarios and comparison of alternative water resource strategies.

3.1.2.4 Alternative Water Supplies, Conservation and Reuse

Floridan Aquifer

As an alternative water supply, the expanded use of the Floridan Aquifer is currently being investigated with respect to its long-term viability as a water supply resource through additional modeling and studies. Broward County has, in cooperation with the

USGS, recently completed Phase 1 Feasibility Study of the Upper Floridan Aquifer. The study has compiled all available well information and commissioned a new well (G-2984) to be drilled, cored, and logged. Through the use of borehole and core sample data (84 wells at 33 sites), the hydrogeologic framework of the Floridan Aquifer system in Eastern Broward County was delineated. This effort helped to construct unique cross-sections and maps representing the stratigraphic and hydrogeologic units of the Floridan Aquifer in urban Broward County. An additional component of the project was to complete seismic profiling along approximately 14 miles of the Hillsboro Canal, which resulted in seismic reflection data that were then correlated to the borehole geophysical data.⁶

The results offer better definition of the stratigraphic and hydrogeologic characteristics of the aquifer which will improve upon the selection of new well locations or for water storage options, such as ASR. Phase 2 of this Feasibility Study is currently underway to further refine the hydrogeologic framework and regional extent of information that was earlier developed.

C-51 Reservoir

The capture of excess stormwater is considered an alternative water supply project as defined in Section 373.707, F.S. One such project, the C-51 reservoir, was first conceptualized in the 1992 Everglades Restoration Plan (Restudy). The location of this proposed reservoir is adjacent to the SFWMD's existing L-8 Reservoir in Palm Beach County and is expected to share the same impermeable geologic formation that provides for significant inground ground storage capacity with limited seepage losses or additional construction requirements. The initial intended purpose was to capture excess stormwater discharged to the Lake Worth Lagoon via the C-51 Canal. Currently, the benefits of this proposed project extend to: regional water supply, flood control, aquifer recharge, saltwater abatement, water quality improvements, and reduced stormwater discharges across a wide geographic area.

In 2009, a group of seven (7) Palm Beach and Broward Counties utilities and water drainage districts undertook a collaborative effort to evaluate the feasibility of the C-51 Reservoir project. Initial efforts resulted in a significant amount of data analysis that included revised water supply demands and preliminary conveyance analysis. While some cost estimations were completed, these were under the scenario that the 75,000 acre-ft capacity would be fully developed.

In December 2012, a Joint Palm Beach and Broward Counties Water Resources Task Force meeting led to the adoption of resolutions advancing a C-51 Governance and Finance Working Group that would oversee a full, independent cost accounting and exploration of potential governance structures for future operations of the reservoir. That group is currently meeting to evaluate project costs, advance regulatory coordination with the SFWMD, and explore future governance structures.

Hillsboro Aquifer Storage & Recovery (ASR)

Aquifer Storage and Recovery (ASR) is a recognized alternative water supply technology and can serve as an effective component of an integrated water management system. This project was originally designed, constructed and briefly tested as a pilot component of CERP. The system has been inactive since June 2012 when the SFWMD's pilot project ended.

BCWWS and the SFWMD have proposed cooperatively evaluating the feasibility of the SFWMD's Hillsboro ASR well to support urban water supply demands. The project concept relies upon the capture of water from the regional system during wet periods, when it would otherwise be discharged to tide, and temporarily storing it within the upper Florida Aquifer for later withdrawal, treatment and distribution. Currently, the availability of additional water from the Regional System for the Northern Broward County Recharge System (NBCRS) is restricted by regulations intended to limit urban reliance upon the Everglades System and deliveries from the WCA-1 (which includes

the Loxahatchee National Wildlife Refuge) for additional recharge of surface and groundwater.

During prolonged dry periods, water recovered from the ASR system can be conveyed eastward to pump stations located along the south bank of the Hillsboro Canal. From there, water can be delivered into the NBCRS, which then serves to provide surface water redistribution and aquifer recharge benefits to several wellfields and utilities within the network.

If successful, this project will provide additional recharge water to the Hillsboro Canal during the dry season and avoid competing uses with WCA-1. Capturing surface water that would otherwise be discharged to tide not only reduces competition, it increases the effectiveness and efficiency of water management operations as part of an integrated water management strategy.

Water Use Efficiency/ Conservation

The County has implemented diverse water conservation initiatives to protect the quantity and quality of Broward's existing and future water resources to help meet our current and projected demands. Consistent with this objective, the County has implemented a broad set of water conservation programs under the "Water Matters" campaign designed to produce long-term demand reductions along with improvements in water quality. These programs, targeted at various user groups, include: NatureScape Broward, Know the Flow, Water Matters Day, ConservationPays, NatureScape Irrigation Services, and NatureScape Broward School Board Agreement. Further support for water conservation is found in a number of conservation-oriented measures, including changes to the Building Codes for Cooling Towers and high efficiency plumbing devices, year-round irrigation measures, model irrigation codes, Go Green Sustainability Programs, and other water conservation policies and regulations.

Initiatives

- **ConservationPays Program.** This effort was launched in 2011 in collaboration with 18 partners to provide a coordinated regional campaign focused on water conservation and the distribution of rebates and other incentives. Rebate dollars are used for the replacement of older, wasteful toilets in addition to the distribution of other water efficient fixtures and devices such as aerators and commercial pre-rinse spray valves. A consistent marketing and media campaign advances water conservation efforts as part of the Commission's Strategic Objectives. The program goal is to reach a sustained minimum 10% reduction in water use county-wide over 20 years. This was estimated to be 30 million gallons/day (MGD).
- **NatureScape Irrigation Services:** Launched in 2005, the NatureScape Irrigation Services (NIS) was implemented by the NRPMD with cost-share provided by Broward County Water and Wastewater Services (BCWWS) and 18 local water utilities. The program targets large water users including government facilities,

parcs, schools, and homeowner associations where the greatest potential exists for significant water savings. To date, water savings exceed 1 billion gallons with over 2,000 irrigation system evaluations. Best Management Practices (BMPs) that encourage the 'right plant in the right place' and smart irrigation help to promote water conservation messaging that adds to long-term water savings.

- **NatureScape Program:** Launched in 2003, the NatureScape Broward program promotes water conservation, water quality protection, and the creation of wildlife habitat through Florida-friendly landscape practices that encourage the prudent use of water resources, and the planting of native, non-invasive, and other drought-tolerant plants in Broward County. Broward County was the first County in the U.S. to be certified under the Community Wildlife Habitat program. In addition, there are 9 certified and 8 registered County municipalities and over 3,400 landscapes are certified to date.

Broward County Reuse Master Plan

Broward County has focused on the advancement of beneficial reuse and in coordination with its regional partners, recently produced the Broward County-wide Reuse Master Plan. This effort included the active participation of local municipalities, water managers, water and wastewater utilities, local planning agencies, Florida Department of Transportation, and other state and regional agencies. This plan sets the foundation for the long-term implementation strategy to further regional reclaimed water development through several innovative and dynamic planning tools. The Broward County-wide Reuse Master Plan and Implementation Strategy support a cost-effective, regional approach for the development of beneficial reuse throughout the County's water and wastewater providers.

The objective is to advance cost-effective development of reclaimed water initiatives through coordinated planning and implementation. The Plan is designed to:

1. Provide coordination and support between Broward County, state agencies, water and wastewater treatment providers, and municipalities to deliver, update and maintain a comprehensive database of existing and planned reclaimed water infrastructure.
2. Coordinate the installation of reclaimed water lines for recommended projects with public works projects such as transportation improvements, stormwater and other wastewater improvement projects that may be necessitated through local, state and federal permitting requirements.

To support this strategy, Broward County IWRP grant funds provide preferential funding consideration for those projects that are contained within and are consistent with the Reuse Master Plan. Permitting incentives include the potential reuse credit that the South Florida Water Management District could allow as an offset to increase traditional water sources withdrawals in a Consumptive Use Permit.

Additional financial incentives may be available through State funding as indicated in Section 373.1961(3)(f)(6), F.S. that provides encouragement for projects in which the construction and delivery to end users of reuse water is a major component. This statute requires governing boards to give such projects significant weight when selecting AWS projects for funding under Section 403.89: Water Protection and Sustainability Trust Fund (FDEP).

4.0 DATA AND ANALYSIS

The following section provides information in support the requirements of Section 163.3177(1)(f), F.S. as outlined:

- All mandatory and optional elements of the comprehensive plan and plan amendments must be based upon relevant and appropriate data and an analysis by the local government that may include, but not be limited to, surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment. (Section 163.3177(1)(f), F.S.).
- Data must be taken from professionally accepted sources, (Section 163.3177(1)(f)2., F.S.) and reacted to in an appropriate way, to the extent necessary indicated by the data available on that particular subject at the time of adoption of the plan or plan amendment at issue. (Section 163.3177(1)(f), F.S.).

The planning horizon for the 2014 Work Plan spans 20 years, covering 2015 to 2035.

4.1 COUNTY- WIDE POPULATION ANALYSIS

This 2014 Work Plan identifies and analyzes the future water supply needs for the unincorporated areas of Broward County and those areas serviced by the BCWWS and address any projected deficits. The role of the EPGMD is to identify the future water supply needs of unincorporated areas of Broward County and to present regional strategies supporting county-wide water supply needs and water resource management. The role of BCWWS is to identify the future water supply needs of their service areas, which include both unincorporated areas and incorporated areas, and to determine strategies to meet any unmet demands.

Several of the unincorporated areas (see **Figure 4.2**) of Broward County are provided water service by BCWWS; hence these areas were included in the BCWWS analysis. For the remaining unincorporated neighborhoods, the City of Fort Lauderdale is the largest of the water utility providers while the City of Sunrise is only providing for 6 residential units. EPGMD has coordinated with the Fort Lauderdale Planning and Zoning Department and the water utility in identifying the current and future water supply needs within their water utility's service area. Fort Lauderdale provided data required for the needs assessment and confirmed the accuracy of the analysis.

Needs assessments were developed based on current utility operations and the existing customer base, compared to population projections through 2040. The population modeling was performed by Broward County Planning and Redevelopment Division (BCPRD) using the Broward County Traffic Analysis Zones and Municipal Forecasts Update, 2014 to develop the projected populations based on the University of Florida's Bureau of Economic and Business Research (BEBR), "Detailed Population Projections

by Age, Sex, Race, and Hispanic Origin, for Florida and Its Counties, 2015-2040, With Estimates for 2012 All Races” to Broward County’s 2010 Traffic Analysis Zones (TAZ) and municipalities. This is an update from the demographic forecast model developed in 2012.

It should be noted that...”Since the County’s population is expected to continue to grow and change, the future distribution of population and housing by municipality and TAZ is likely to be varied. Input from the local planning and service-delivery entities guided the distribution process. Underlying the distribution process are land development characteristics and the Broward County Land Use Plan.”

This 2014 Work Plan includes analysis of existing water facilities, current and projected water demands versus water availability (based on current and projected consumptive use permitting), and the presentation of water supply plans for the Fort Lauderdale water utility and BCWWS. Future water demands prepared for this analysis are compared to projected demands presented in the 2013 Lower East Coast Water Supply Plan Update, with discussion of any deviations.

The Broward County Planning and Redevelopment Division (BCPRD) is responsible for providing updated population forecasts throughout the County. The Broward County Traffic Analysis Zones and Municipal Forecasts Update, 2014 is a demographic forecast model that was utilized.

Updated population projections are summarized in 5-year increments to 2040 (**Table 4.1**). This update resulted from the BEBR Report No. 68.

Table 4.2: Broward County Population Projections based on BEBR Estimates

Year	Population Estimates
2012	1,771,099
2015	1,797,981
2020	1,850,809
2025	1,901,480
2030	1,948,726
2035	1,992,208
2040	2,033,471

These BEBR forecasts were assigned to 953 TAZ within 31 municipalities utilizing a household-based model. BEBR’s forecasts by population age are converted to county-wide household forecasts using a weighted average of the years 2000 and 2010 Census householders by age group data. The converted countywide household

forecasts were then assigned to TAZ based on the interaction between: (1) The change in the county-wide household size distribution through forecast periods; (2) The established TAZ level distribution of households; and (3) The capacity of each the TAZ to absorb additional housing units. Since the County's population is expected to continue to grow and change, the future distribution of population and housing by municipality and TAZ is likely to be varied. Input from the local planning and service-delivery entities guided the distribution process. Underlying the distribution process are land development characteristics and the Broward County Land Use Plan.

4.2 CURRENT AND FUTURE SERVED AREAS

4.2.1 BCWWS

Broward County Water and Wastewater Services is one of 28 utilities that provide potable water service within the urbanized area of the County. The utility was created on January 31, 1962 with the County's purchase of a small, investor-owned water and wastewater utility. Between 1962 and 1975 the County acquired a number of investor-owned systems. Under the County Code of Ordinances, the Broward County Board of County Commissioners exercises exclusive jurisdiction, control and supervision of the utility system. BCWWS is the County organizational unit directly responsible for the utility.

The utility supplies potable water to retail customers in several sections of the County and to one significant bulk water user. Over the past ten years, the utility has grown from 51,044 customers to its present retail base of 56,503 customers, representing an estimated population of 179,000. The City of Coconut Creek, the bulk water user, has approximately 54,000 customers. Including the City of Coconut Creek, the utility serves about 13 percent of the County's total population. For the year 2012, treated water sold to retail customers equaled about 22.9 million gallons per day (MGD) on an annual average basis. Metered water sales to Coconut Creek equaled an additional 4.5 MGD. Notably, finished water production (treated water at point of delivery) has decreased in recent years. This may be attributable to a downturn in the economy, slowdown in population growth and the County's water conservation efforts, including year-round irrigation conservation measures. Water conservation remains a critical initiative and became increasingly important following a series of significant droughts years coupled with limitations to the County's traditional water source.

BCWWS operates three service districts known as District 1, District 2, and District 3. These service districts are shown on **Figure 4.1** below, and cover about 43 square miles. The three service districts are operated as independent entities, but are managed as a single entity:

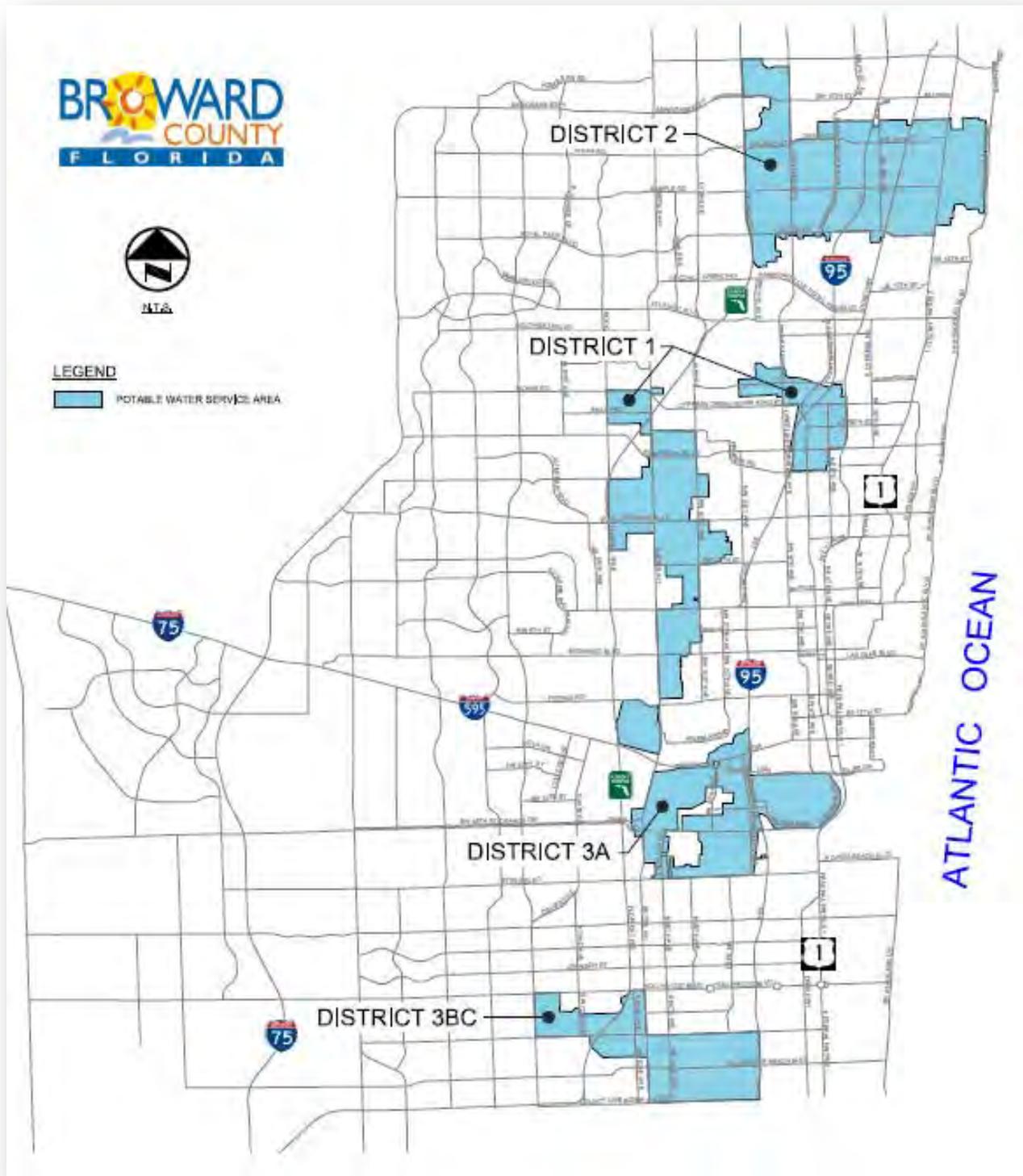


Figure 4-1: BCWWS Retail Water Service Areas, 2014

- District 1 service area contains all of Lauderdale Lakes and portions of the cities of Fort Lauderdale, Lauderhill, North Lauderdale, Oakland Park, Plantation, Pompano Beach, and Tamarac,
- District 2 service area contains portions of the cities of Deerfield Beach, Lighthouse Point and Pompano Beach; and provides water to portions of the City of Coconut Creek as described below, and
- District 3 service area contains portions of the cities of Dania Beach, Davie, Fort Lauderdale, Miramar, West Park, Pembroke Park, Pembroke Pines and Hollywood; and provides water to the Fort Lauderdale-Hollywood International Airport.

All three service districts also include some small unincorporated areas as highlighted on **Figure 4.2**.

BCWWS supplies water primarily to retail customers, but also provides water to the City of Coconut Creek under a resale agreement. Presently, there is no practical or economic incentive for the City to pursue development of its own treatment facilities. Without prior approval from the County, the City is prohibited from buying or otherwise providing water within its service area from any source other than the County.

To plan and coordinate water supply utility activities within its service areas, BCWWS uses utility analysis zones (UAZ). The UAZ defines the boundaries of the utility's service areas within each TAZ. BCWWS service areas encompass, which are then divided into ~~130~~ UAZ. ~~There are~~ four (4) Retail customer categories in each of the UAZ: "single family residential", "multi-family residential", "commercial" and "other". BCWWS used GIS map overlays to determine the percent area of each TAZ and UAZ and populations that fell within the four BCWWS districts (District 1, District 2, District 3A and District 3BC) and by municipality to develop a total population within the BCWWS service area by municipality. Populations served within each municipality are detailed in Appendix A to this water supply plan.

Finished water usage for each of the four customer categories listed above was determined for each UAZ using BCWWS billing records. System uses and losses were calculated on a District by District basis and allocated to each UAZ to determine a total potable water demand per UAZ within the respective District's service area. The percentage of a TAZ in each UAZ was also determined. Adjustments were made to account for UAZ where BCWWS does not provide potable water service (i.e., those UAZ or portions of UAZ where BCWWS provides services for sewer only and not water) and for UAZ that contained a portion of a TAZ that did not include single or multi-family residential land use.

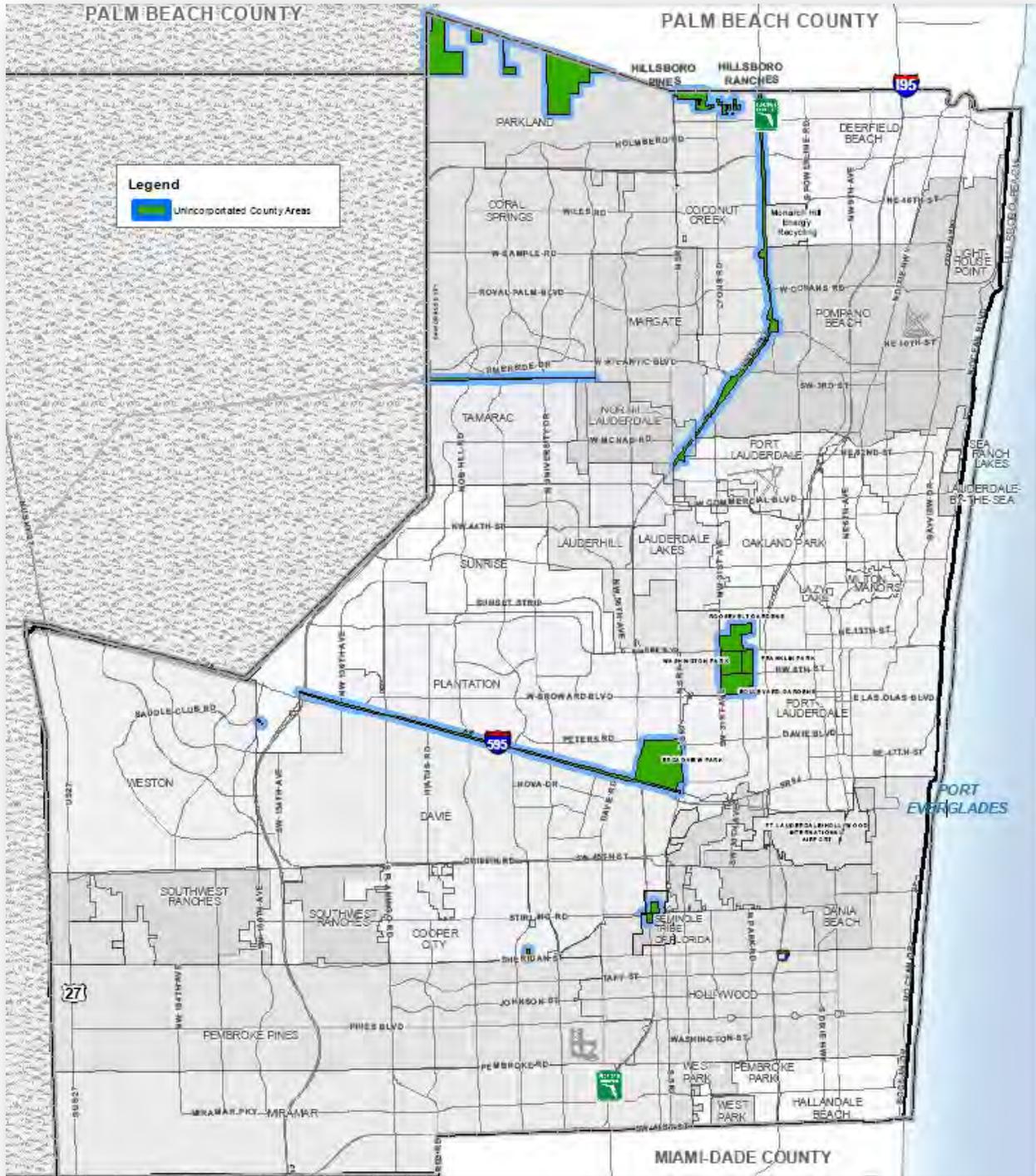


Figure 4.2: Broward County Unincorporated Areas, 2013

BCWWS projections utilized the year 2010 as a base year. The 2040 demands for “single family residential” and “multi-family residential” were estimated by multiplying the year 2010 demands by the change in population from 2010 to 2040 for each UAZ. The year 2040 demands for “commercial” and “other” required a slightly different approach. Because it was not reasonable to assume that a person works or even shops in the same UAZ in which they live, the overall change in population of the County was multiplied by year 2010 “commercial” and “other” demands for each UAZ.

Residential housing demand was calculated by dividing the service area into sub areas, then doing a traditional per capita forecast for each sub area. Therefore, when population growth rates in relatively lower per capita usage sub areas exceeded population growth rates in relatively higher per capita usage sub areas, lower overall residential per capita demands occurred. The projected BCWWS populations are shown in **Table 4-2**.

Table 4.2: Broward County WWS Population Projections 2015 to 2040

Utility Service Area	PROJECTED POPULATION ¹						
	2010	2015	2020	2025	2030	2035	2040
District 1	<u>75,091</u> <u>1</u>	<u>75,091</u> <u>6</u>	<u>76,428</u> <u>889</u>	<u>78,125</u> <u>950</u>	<u>82,155</u> <u>3</u>	<u>83,715</u> <u>116</u>	<u>85,029</u> <u>826</u>
District 2 & Coconut Creek	<u>109,181</u> <u>81</u>	<u>110,173</u> <u>496</u>	<u>115,747</u> <u>272</u>	<u>119,575</u> <u>159</u>	<u>123,402</u> <u>209</u>	<u>124,854</u> <u>431</u>	<u>125,506</u> <u>22</u>
District 2 Coconut Creek	<u>56,687</u> <u>7</u>	<u>54,933</u> <u>256</u>	<u>55,274</u> <u>799</u>	<u>55,604</u> <u>185</u>	<u>56,868</u> <u>675</u>	<u>57,148</u> <u>725</u>	<u>57,159</u> <u>575</u>
District 3A		<u>16,384</u> <u>8</u>	<u>16,960</u> <u>014</u>	<u>17,451</u> <u>42</u>	<u>17,962</u> <u>23</u>	<u>18,013</u> <u>17, 928</u>	<u>18,019</u> <u>17, 827</u>
District 3BC		<u>32,902</u> <u>85</u>	<u>33,669</u> <u>70</u>	<u>34,075</u> <u>3,8</u>	<u>35,594</u> <u>76</u>	<u>36,309</u> <u>28</u>	<u>36,878</u> <u>64</u>

1. Based on 2013 BC PRD TAZ estimate translation to UAZ populations

4.2.2 City of Fort Lauderdale

The municipal utility owned and operated by the City of Fort Lauderdale is the single largest purveyor of potable water in Broward County in terms of total water delivery, providing service to approximately 250,000 customers in 2013. This includes approximately 6,000 retail customers residing in the Roosevelt Gardens, Franklin Park, Washington Park, and Boulevard Gardens communities of unincorporated Broward

County. These communities are expected to become incorporated by the end of the planning period. The utility's service area, shown in **Figure 4-3**, encompasses a total area of 43 square miles, approximately one-tenth the total area of urban Broward County. Other retail customers include residential, commercial, and industrial properties within the City of Fort Lauderdale, Lazy Lake, and a portion of Lauderdale-by-the-Sea (**Table 4.3**). The utility also maintains wholesale agreements for potable water supply with the Cities of Oakland Park, Wilton Manors, Tamarac (east of 34th Avenue), and the Town of Davie and the Port Everglades (**Table 4.4**). Emergency potable water interconnections are maintained with the Cities of Dania Beach, Pompano Beach, and Plantation, and BCWWS service area.

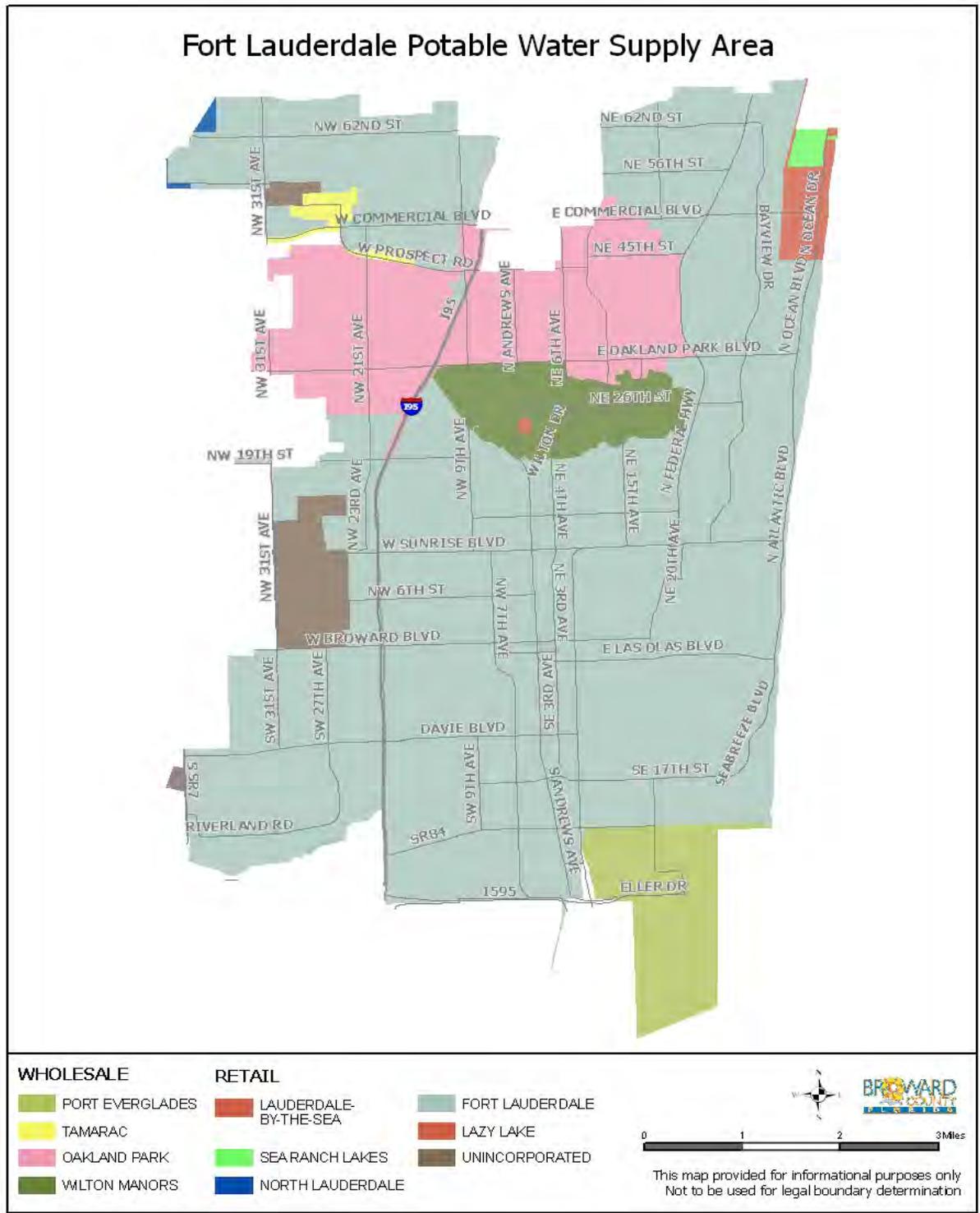


Figure 4.3: City of Fort Lauderdale Service Area

Table 4.3: City of Fort Lauderdale Population Projections 2010-2035

Place	2005 ¹	2010 ²	2015 ²	2020 ²	2025 ²	2030 ²	2035 ²
Fort Lauderdale	-	162,715	169,094	174,316	189,166	198,394	201,880
Lauderdale-by-the-Sea	-	3,463	3,841	4,009	3,960	3,922	3,894
Sea Ranch Lakes	-	663	703	720	709	704	697
Unincorporated Broward County		6,745	6,265	6,652	7,005	7,297	7,414
Total	187,003	173,586	179,903	185,697	200,840	210,317	213,885

Notes:

1. Source: 2009 City of Fort Lauderdale Water Supply Plan.
2. Source: the 2010 population estimate and 2015 to 2030 population projections are based on the 2014 Traffic Analysis Zones and Municipal Forecasts Update prepared by the Broward County Planning and Redevelopment Division. The update assigns the forecasted estimates from the University of Florida's Bureau of Economic and Business Research (BEBR), "Detailed Population Projections by Age, Sex, Race, and Hispanic Origin, for Florida and Its Counties, 2015-2040, With Estimates for 2012 All Races" to Broward County's 2010 Traffic Analysis Zones (TAZ) and municipalities.

* City of Fort Lauderdale Department of Sustainable Development, Urban Design & Planning Division, 12-Jun-14

Table 4.4: City of Fort Lauderdale Population Projections 2010-2035

Place	2005 ¹	2010 ²	2015 ²	2020 ²	2025 ²	2030 ²	2035 ²
Davie ³	2,400	525	528	530	527	534	585
Lauderdale Lakes	-	374	381	383	378	386	386
Lauderhill	-	2,923	2,890	2,881	2,840	2,927	2,969
Lazy Lake ⁴	-	25	26	26	26	26	26
North Lauderdale	-	345	349	352	1,060	1,291	1,403
Oakland Park	26,492	26,321	27,122	28,097	28,682	29,818	30,176
Oakland Forest Subdivision (within Oakland Park) ⁵	3,371	3,530	3,584	3,621	3,575	3,659	3,649
Tamarac ⁶	7,069	1,497	2,152	2,162	2,137	2,179	2,188
Wilton Manors	12,390	11,374	11,611	11,740	11,693	11,931	11,929
Total	51,722	46,914	48,643	49,792	50,918	52,751	53,311

Notes:

1. Source: 2009 City of Fort Lauderdale Water Supply Plan.
2. Source: the 2010 population estimate and 2015 to 2030 population projections are based on the 2014 Traffic Analysis Zones and Municipal Forecasts Update prepared by the Broward County Planning and Redevelopment Division. The update assigns the forecasted estimates from the University of Florida's Bureau of Economic and Business Research (BEBR), "Detailed Population Projections by Age, Sex, Race, and Hispanic Origin, for Florida and Its Counties, 2015-2040, With Estimates for 2012 All Races" to Broward County's 2010 Traffic Analysis Zones (TAZ) and municipalities.
3. Area includes a portion of the Hacienda Village neighborhood, which comprises TAZ 651
4. The Village of Lazy Lake is built-out
5. Oakland Forest is a subdivision of the City of Oakland Park and comprises all of TAZ 414. Potable water from the City of Fort Lauderdale is supplied through a master meter. Water demand by the residents in this subdivision was forecast separately from the water demand of the City of Oakland Park.

The population of Fort Lauderdale and the other municipalities in the water service area was forecasted by using the Broward County Population Forecasting Model (BCPFM). The BCPFM employs a cohort-survival methodology to project population. For purpose of the City’s analysis the BCPFM was used as the basis of the forecast.

4.2.3 City of Hollywood

The City of Hollywood’s service area is detailed in its current Consumptive Use Permit (06-00038-W) and reported in the 2013 LEC WSP Update which includes population projection of 210,320 out to the year 2030. The average finished water per capita use rate is 123 gallons per day and a maximum monthly to average monthly pumping ratio of 1.09:1. Through the bulk sales agreements with BCWWS, treated water is provided to portions of the City of Dania Beach and Broward County 3A/3B/3C service areas (**Figure 4.4**) with a population of 76,074 persons by 2028 (**Table 4.5**) at an average per capita use rate of 173 gallons per day and a maximum monthly to average monthly pumping ratio of 1.13:1.

Table 4.5: City of Hollywood Population Projections for the 3A/3B/3C Served area

Place	2005	2010 ¹	2015 ¹	2020 ¹	2025 ¹	2028 ¹
Service Areas 3A/3B/3C		50,000	56,707	64,634	72,561	76,074

Notes: 1. Source: 2008 City of Hollywood CUP.

Withdrawals are from the Biscayne aquifer via 16 existing withdrawal facilities and from the Floridan aquifer system (FAS) via six existing withdrawal facilities, as well as untreated water from the Biscayne aquifer that is provided by Broward County’s South Regional Brian Piccolo Park wellfield. The majority of the City of Hollywood’s water supply comes from the SAS. The city operates three distinct WTPs, utilizing lime softening, membrane, and RO treatment technologies. It is anticipated that the FAS will provide about 25 percent of future demands.

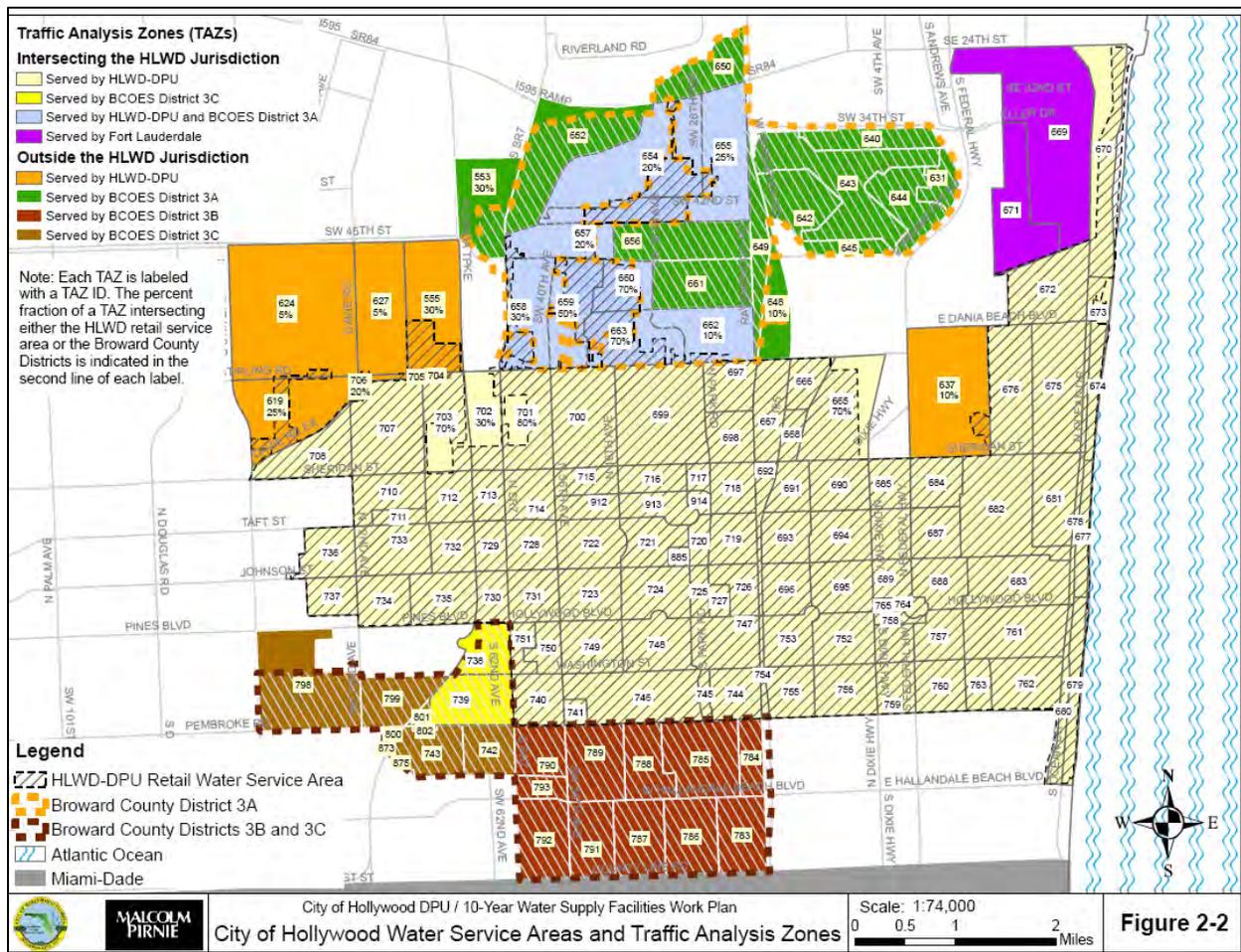


Figure 4.5: City of Hollywood Served Areas in District 3A,3B, 3C from 2008 WSP.

4.3 POTABLE WATER LEVEL OF SERVICE STANDARD

4.3.1 BCWWS

BCWWS has the responsibility to determine if it can adequately serve existing and potential customers. To that end, BCWWS has set potable water level of service standards as shown by **Table 4.5**.

BCWWS Land Development Standards contain the methodology currently used to determine if the level of service standard can be met. BCWWS changes the methodology administratively from time to time as new information becomes available. The following is the current available information.

Table 4.5: BCWWS Retail Potable Water Level of Service Standards

Facility	Level Of Service Standard
Raw Water Supply	Maximum Day Plus In-Plant Uses
Treatment Plant	Maximum Day
Finished Water Storage	40% of Maximum Day demand to cover operational (10%) and emergency (30%) storage; plus fire protection storage of 630,000 gallons (3,500 GPM for 3 hours)
Transmission/ Distribution System	The most stringent of: Peak Hour at 45 psi residual pressure, or Maximum Day Plus Fire Flow at 25 psi residual pressure.

4.3.2 City of Fort Lauderdale

The City of Fort Lauderdale has the responsibility to determine if it can adequately serve existing and potential customers.

To that end, Fort Lauderdale has adopted their level of service for finished water at 197 gallons per capita per day (gpcd). In 2013, the average demand throughout their service area was 36.90 MGD. The finished water per capita demand averaged 179 gallons per person per day from 2009 to 2013. The finished water per capita rates are based upon overall water consumption within the City’s water service area including: 1) residential; 2) commercial; 3) industrial; 4) wholesale customers such as Wilton Manors, etc.; and 5) Port Everglades.

4.3.3 City of Hollywood

The City of Hollywood has the responsibility to determine if it can adequately serve the existing and potential customers within their service areas, including that population within the unincorporated areas of Broward County. To that end, Hollywood has adopted a level of service of 173 gallons per day finished water per person. In 2013, the average demand throughout their service area was 19.53 MGD.

4.4 WATER SUPPLY PROVIDED BY LOCAL GOVERNMENTS

4.4.1 BCWWS

4.4.1.1 District 1:

District 1 is supplied by the BCWWS District 1 Wellfield which draws raw water from the Surficial Aquifer System (SAS). Raw water is treated at the District 1 Water Treatment Plant (WTP) prior to distribution to retail customers. The facility's operating permit number is 06-58-00009. The plant was expanded again in 1994 to a capacity of 16.0 MGD (firm capacity 15.3 MGD) and uses up-flow clarifiers and multimedia filtration to provide lime softening of the raw water supply. Per BCWWS' 2012 Annual Report, the plant is in very good condition and all equipment was operating in a satisfactory manner. The projected year 2015 maximum day is 11.43 MGD, or 71% of plant capacity. **Figure 4.6** shows the location of the District 1 WTP, storage tanks and finished water distribution pipe 12-inches and larger within the District 1 service area.

The wellfield is located in the area surrounding the WTP and is comprised of nine wells, all of which are currently in service. The total design capacity of the wellfield is approximately 23.5 MGD. The total firm capacity of the wellfield is approximately 19.6 MGD, with the largest well out of service. Pursuant to the SFWMD Consumptive Use Permit (CUP), No. 06-00146-W issued in April 2008 for a 20 -year permit duration, the maximum month and average annual daily withdrawals allowed from the District 1 SAS wellfield are 280 MG per Month (MGM) and 9.2 MGD, respectively. Two alternative water supply upper Floridan aquifer wells are under construction to provide raw brackish water for membrane treatment by 2020. The current SFWMD CUP allows for a maximum month withdrawal from the upper Floridan aquifer of 181 MGM with an associated average daily withdrawal of 4.7 MGD. Based on the water use projection presented in **Table 4.6** and shown graphically in **Figure 4.7**, District 1 will need the pending transfer of SAS allocation from Plantation (0.5 MGD for Broadview Park) and Fort Lauderdale (0.3 MGD for North Andrews Gardens) to District 1. Alternatively, the AWS provided by the Floridan Aquifer will be needed by 2020.

Table 4.6: District 1 Finished and Raw Water Projected Demands

Planning Year	Population (UAZ Estm)	Finished Water		Raw Water Source - SAS			Treatment Capacity = 15.3 MGD	SAS Raw Water
		Level of Service = 118.5 GPCD		Level of Service = 120 GPCD				Avg Day Allocation = 9.2 MGD
		Max/ Avg Day Ratio = 1.3		Max/ Avg Day Ratio = 1.09			Treatment Surplus/ (Deficit) ¹ (MGD)	Avg Day Surplus/ (Deficit) ² (MGD)
		Average Day (MGD)	Maximum Day (MGD)	Average Day (MGD)	Maximum Day (MGD)	Average Month (MGM)		
2015	75,004,546	8.69	11.329	9.07	9.988	274.95.74	4.05.42	0.213
2020	76,428,889	9.08.73	11.535	9.211	10.09.93	279.86.99	3.85.37	0.09
2025	78,125,950	9.28.96	11.865	9.435	10.20	286.04.52	3.5.10	(0.2)(0.15)
2030	82,455,923	9.754	12.40	9.95	10.85	300.82.67	2.94.45	(0.75)
2035	83,715,116	9.967	12.658	10.4009	11.00	306.57.02	2.74.30	(0.9)(0.89)
2040	85,029,826	10.09.75	12.868	10.218	11.210	341.309.61	2.54.20	(1.0)(0.98)

Notes:

1. Treatment Capacity minus Maximum Day ~~Raw~~ Finished Water
2. Raw Water Average Day Allocation minus Average Day Demand

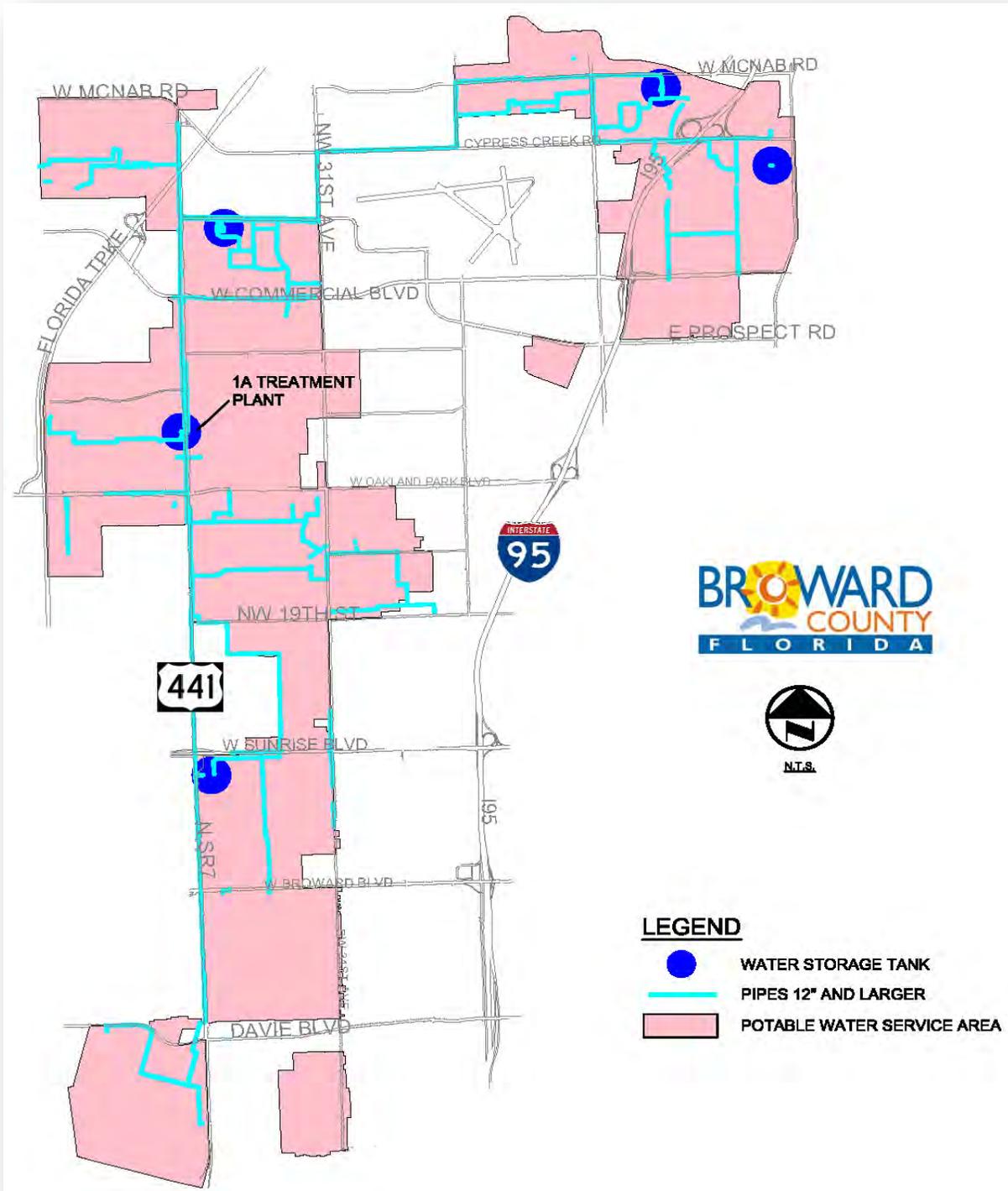


Figure 4.6: District 1 Service Area

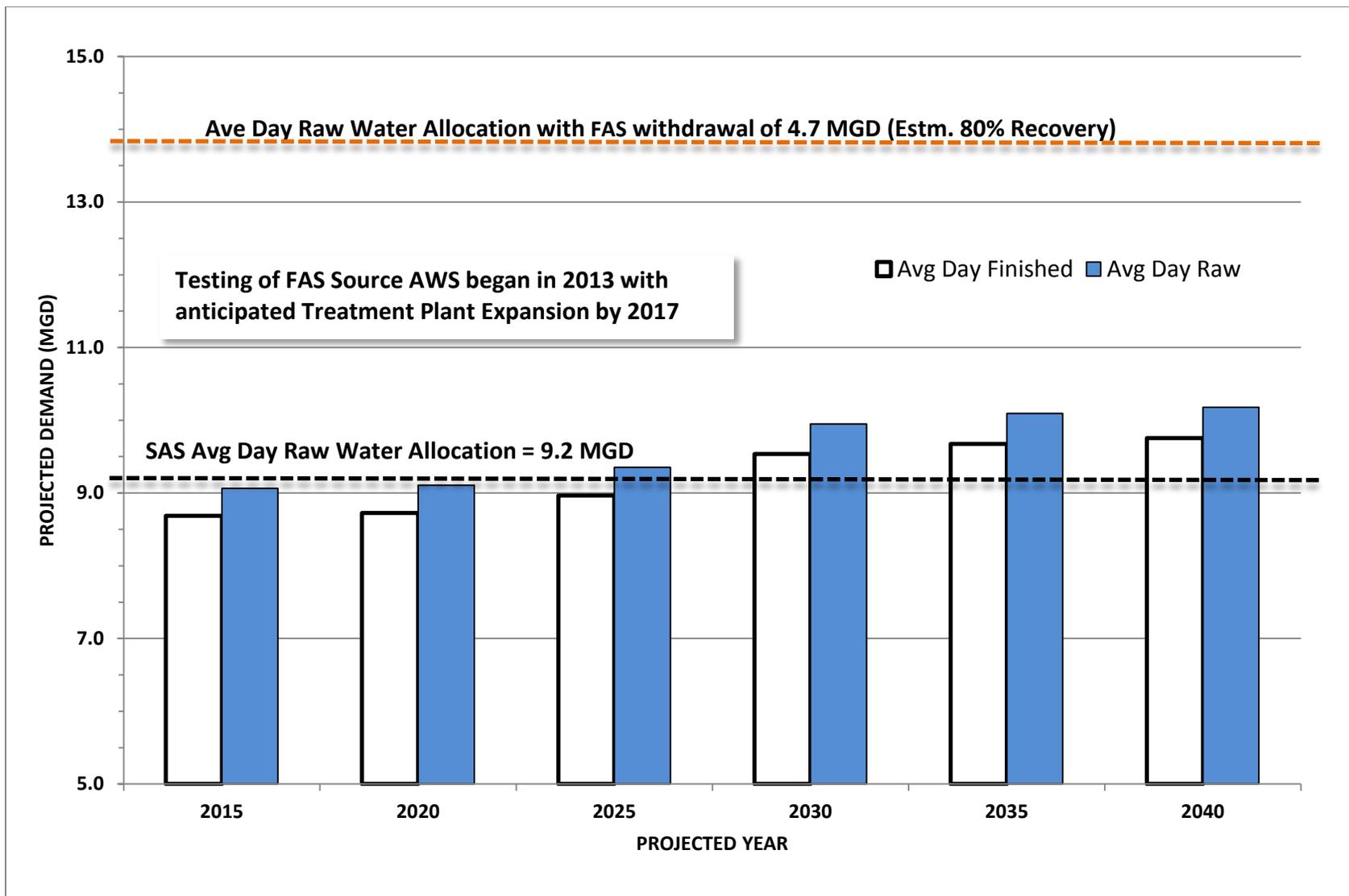


Figure 4.7: District 1 Finished and Raw Water Projected Demands vs. Allocations

4.4.1.2 District 2:

District 2, shown in **Figure 4.8**, is supplied by the BCWWS District 2 and the North Regional Wellfields, which draw raw water from the SAS. Raw water is treated at the District 2 WTP prior to distribution to retail customers and the City of Coconut Creek. The WTP facility's operating permit number is 06-58-00010. The plant was expanded to a physical capacity of 40.0 MGD in 1994 and the plant's permitted capacity is 30.0 MGD. The plant uses up-flow clarifiers and multimedia filtration to provide lime softening of the raw water supply. Per BCWWS' 2012 Annual Report, the plant is in good condition and all equipment was operating in a satisfactory manner. The projected year 2015 maximum day is 17.0 MGD or 57% of permitted plant capacity and 61% of physical plant capacity.

The District 2 wellfield contains seven wells with a total design capacity of approximately 27.1 MGD that are located surrounding the District 2 WTP. The total firm capacity of the wellfield is approximately 21.3 MGD, with the largest well out of service. Wells 1, 2, 3 and 5 have been plugged and abandoned. Pursuant to the SFWMD CUP No. 06-01634-W for the combined District 2 and North Regional Wellfields, issued in March 2008 for a 20-year permit duration, the maximum monthly and average annual daily withdrawals allowed from the SAS are 585.2 MGD and 17.5 MGD, respectively. The District 2 CUP also allots for a Floridan aquifer allocation of 152.8 MGM on a maximum month and 4.6 MGD on an average daily basis. According to the projected water use summarized in **Table 4.7** and shown graphically in **Figure 4.9**, no alternative water supply (AWS) projects will be needed in the near future. Development of a Floridan aquifer raw water wells have been located supply and construction of a RO WTP or constructed at District 2 are included in the County's Capital Improvement Program for authorization when projected demands indicate a need for additional water supplies.

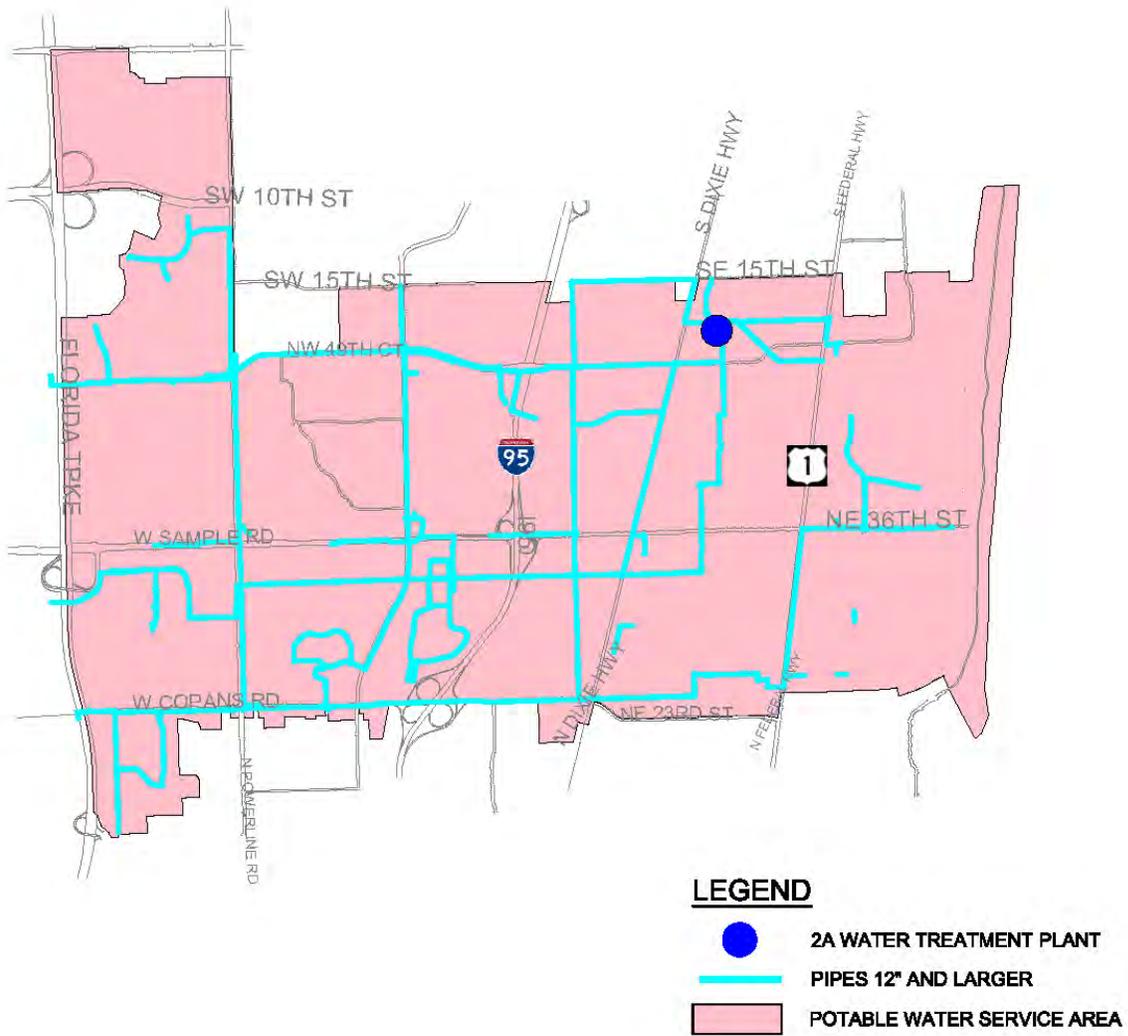


Figure 4.8: District 2 Service Area

Table 4.7: District 2/ Coconut Creek Finished and Raw Water Projected Demands

Planning Year	Pop. (UAZ Estm)	Finished Water		Raw Water Source - SAS			Treatment Capacity = 30.3 MGD	SAS Raw Water
		Level of Service = 119 GPCD		Level of Service = 124 GPCD				Avg Day Allocation = 17.5 MGD
		Max/ Avg Day Ratio = 1.3		Max/ Avg Day Ratio = 1.1			Treatment Surplus/ (Deficit) ¹ (MGD)	Avg Day Surplus/ (Deficit) ² (MGD)
		Average Day (MGD)	Maximum Day (MGD)	Average Day (MGD)	Maximum Day (MGD)	Average Month (MGM)		
2015	110,173 111,496	13.4 27	16.8 17.25	13.7 83	17.2 15.21	415.5 420.53	135.09	3.8 67
2020	115,747 116,272	13.8 4	17.6 99	14.4 2	18.4 15.86	436.6 438.54	127.4 44	3.4 08
2025	119,575 120,159	14.2 30	18.2 59	14.8 90	19.0 16.39	451.0 453.20	124.1 13.91	2.7 60
2030	123,402 123,409	14.7 68	18.8 19.09	15.3 30	19.6 16.83	465.4 465.43	114.5 13.47	2.2 20
2035	124,854 124,854	14.9 86	19.0 31	15.5 48	19.8 17.03	470.9 470.91	111.3 13.27	2.0 42
2040	125,506 125,506	14.9 4	19.4 42	15.6 56	19.9 17.12	473.4 473.37	111.2 13.18	1.9 4

Notes:

1. Treatment Capacity minus Maximum Day ~~Raw~~ Finished Water
2. Raw Water Average Day Allocation minus Average Day Demand

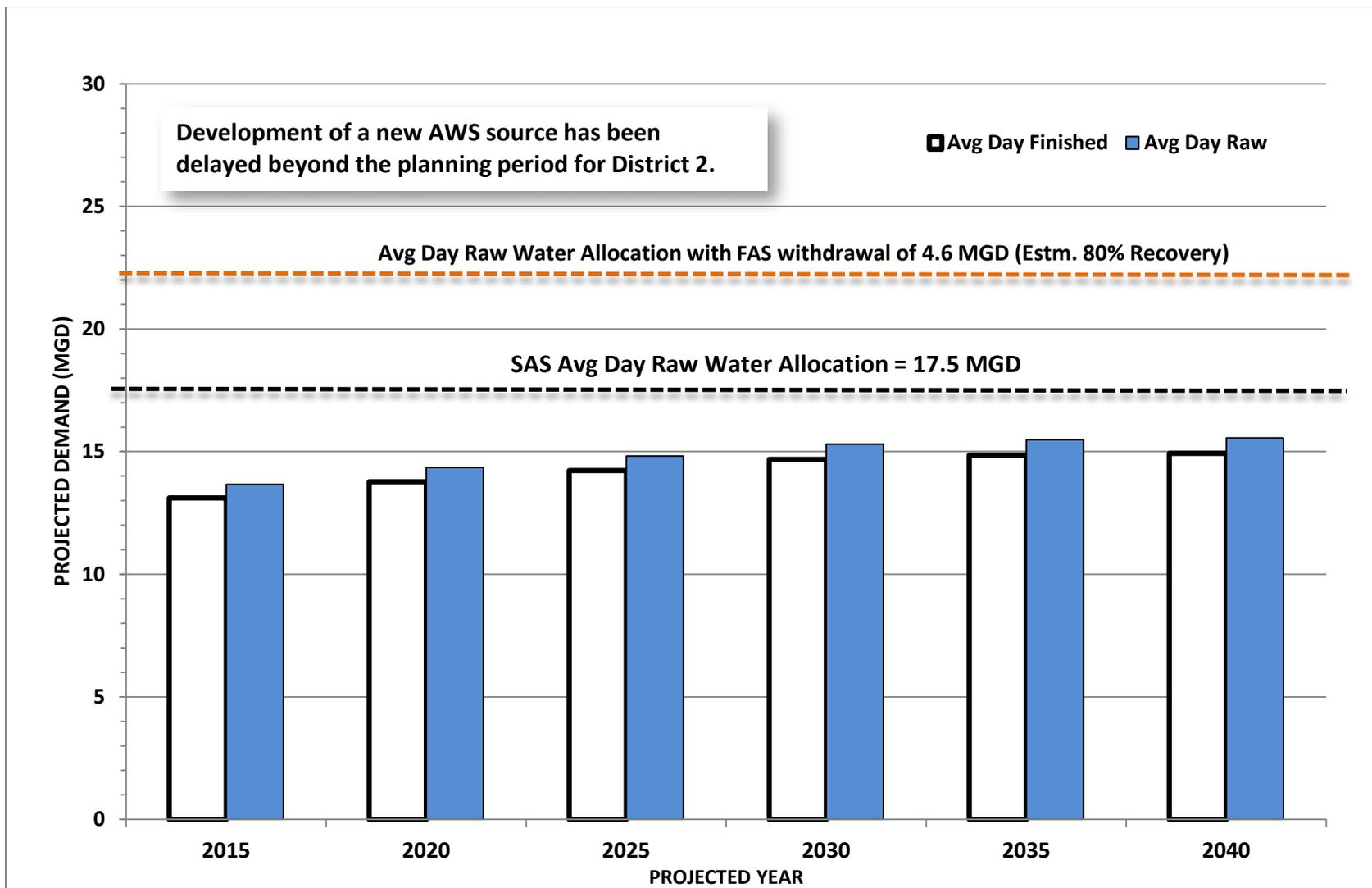


Figure 4.9: District 2 Finished and Raw Water Projected Demands vs. Allocations

4.4.1.3 District 3A and 3BC:

District 3 service area is divided into two geographical areas; District 3A and District 3BC, **Figure 4-10** and **Figure 4-11**, respectively. District 3 does not have water treatment facilities. The service areas are provided finished water through the County has entered into an agreement with the City of Hollywood whereby the City provides treated water to this district the County's distribution system. The City is responsible for ensuring adequate raw water supply and treatment facilities in their current Water Supply Plan Update to serve District 3. The City's existing CUP (Permit No. 06-00038-W) was issued by SFWMD on April 9, 2008 and expires April 9, 2028. The permit contains sufficient allocation to meet demands through the year 2028. BCWWS coordinated closely with the City during its CUP renewal process to ensure that future demands for District 3 were adequately addressed. Updated projected demands through the year 2040 for Districts 3A and 3BC are summarized in **Table 4-8** below. Maximum day is ~~9.46~~ 10.32 MGD for District 3.

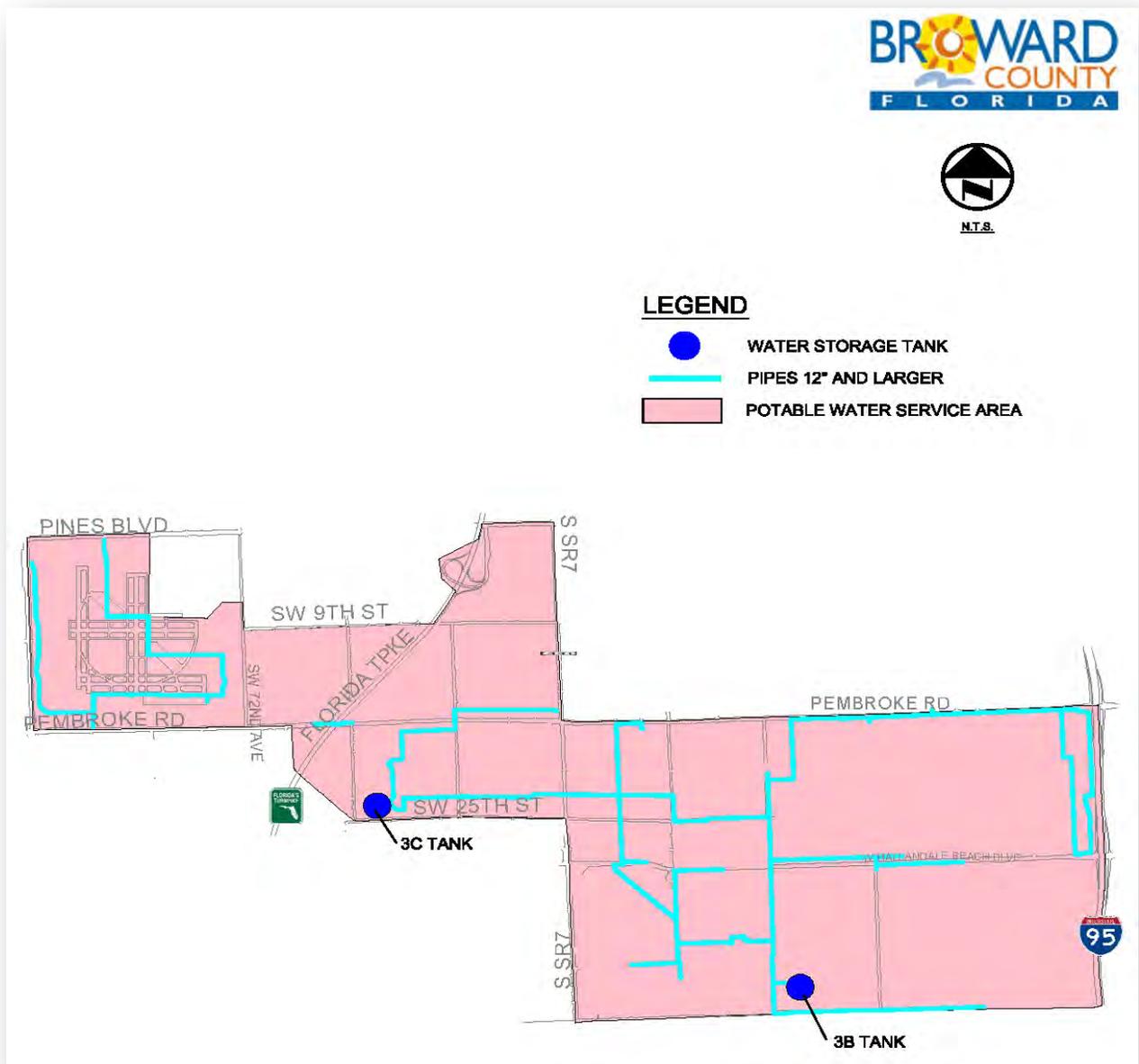


Figure 4.11: District 3BC Service Area

Table 4.8: District 3A and 3BC Finished Water Projected Demands

Planning Year	Dist. 3A Pop. ¹ (UAZ Estm)	3A Finished Water		Dist. 3B Pop. ¹ (UAZ Estm)	3BC Finished Water		Total Dist. 3 Pop. ¹ (UAZ Estm)	3A & 3BC Finished Water	
		Level of Service 197 GPCD ¹			Level of Service 103 GPCD ¹			Average Day (MGD)	Maximum Day (MGD)
		Max/ Avg Day Ratio 1.4 ²			Max/ Avg Day Ratio 1.5 ²				
Average Day (MGD)	Maximum Day (MGD)	Average Day (MGD)	Maximum Day (MGD)	Average Day (MGD)	Maximum Day (MGD)	Average Day (MGD)	Maximum Day (MGD)		
2015	16,384 298	3.21	4.40	32,902 852	3.438	4.94	49,286150	6.659	9.434
2020	16,960 17,014	3.35	4.659	33,660 706	3.547	5.407	50,620720	6.82	9.666
2025	17,45142	3.44	4.71	34,075 3825	3.548	5.409	51,526267	6.92	9.879
2030	17,758963	3.54	4.85	35,594763	3.768	5.438	53,556725	7.22	10.23
2035	17,96228	3.53	4.984	36,309285	3.74	5.546	54,322213	7.327	10.30
2040	18,013 17,827	3.651	4.981	36,878640	3.877	5.551	54,897464	7.329	10.432

Notes:

1. Population Estimates and Level of Service based on BCWWS Aug. 2013 Update
2. Maximum to Average Day Ratio is based on BCWWS Comprehensive Plan Public Water Supply Element Update 2014

4.4.1.4 South System Regional Wellfield:

BCWWS operates the South Regional Wellfield (SRW) located in Brian Piccolo Park to supply SAS raw water to the Cities of Dania Beach, Hollywood, and Hallandale Beach and Florida Power and Light (FPL) from eight wells under large user agreements. The SFWMD CUP for the SRW is currently being. At this time, the total demand for the SRW is not anticipated to increase above 15.24 MGD, however an increase in the allocation may be requested to provide emergency flexibility should the coastal wellfields be impacted by saline water intrusion. Table 4-9 summarizes the SRW raw water demands through 2040.

Table 4.9: South System Regional Wellfield Raw Water Large User Average Day Projections

Year	Dania Beach Avg Day (MGD)	Hallandale Beach Avg Day (MGD)	Hollywood Avg Day (MGD)	FPL Avg Day (MGD)	SRW Avg Day (MGD)
2015	1.13	6.27	5.99	1.85	15.24
2020	1.13	6.27	5.99	1.85	15.24
2025	1.13	6.27	5.99	1.85	15.24
2030	1.13	6.27	5.99	1.85	15.24
2035	1.13	6.27	5.99	1.85	15.24
2040	1.13	6.27	5.99	1.85	15.24

Notes:

1. Projected based on the BCWWS 2008 Water Supply Plan Update.

4.4.2 City of Fort Lauderdale

The City of Fort Lauderdale water utility has sufficient Biscayne wellfield capacity and treatment capacity to meet the projected water supply demand in 2035, based on current water sources and treatment technology.

In 1926, the 6 MGD capacity Peele-Dixie lime softening WTP was opened in western Fort Lauderdale. Over the years, the plant has been expanded and modernized, increasing its capacity to 20 MGD (Table 2). In 2008 the WTP was converted from a lime-softening to a state-of-the-art membrane facility with a treatment capacity of 12 MGD at 85% treatment efficiency. Built in 1954, the Fiveash lime softening WTP was designed to treat 8 MGD. Through a series of expansions, the plant has been able to keep pace with the rapid growth experienced in Fort Lauderdale and today has a designed capacity of 70 MGD (Table 2). The Fiveash WTP is supplied raw groundwater for treatment from the Prospect wellfield.

Raw water for the City of Fort Lauderdale is supplied by the Peele-Dixie and Prospect wellfields, which draw from the SAS. The raw water is treated at two water treatment facilities, the Peele-Dixie nanofiltration plant and the Fiveash lime softening plant. There are a total of 37 active wells between the two well fields and 16 wells in operation at a given time. The Peele-Dixie and Prospect Wellfields have a combined pumping capacity of approximately 111 MGD. Wholesale customers receive finished water from the Fiveash WTP.

The City of Fort Lauderdale's CUP (Permit No. 06-00123-W) issued on September 11, 2008 for 20 years allows the City to pump a combined annual average daily allocation for the two wellfields of 52.55 MGD, and a monthly maximum daily allocation of 59.9 MGD. In 2013, the combined pumpage from the Peele-Dixie and Prospect Wellfields averaged 36.8 MGD (15.75 MGD below the permitted allocation). Although the Peele-Dixie and Fiveash WTPs have a combined design capacity of 82.0 MGD, hydraulic constraints at the Fiveash WTP limit its operating capacity to between 55.0 and 60.0 MGD. **(Table 4.10)**

The City of Fort Lauderdale maintains a total of 10 water system interconnections with BCWWS District 1 (3), the Cities of Plantation (1), Dania Beach (1), Tamarac (3), and Pompano Beach (1) and Town of Davie (1).

Table 4.10: Ft. Lauderdale Biscayne and Floridan Aquifer Withdrawal Limits (CUP06-00123-W)

Category	Limitations		
	Million Gallons per Year	Million Gallons per Month	Million Gallons per Day
Annual Biscayne Aquifer Withdrawal	19,181	--	52.55
Maximum Month Biscayne Aquifer Withdrawal	1,857	--	59.90
Dixie Wellfield Biscayne Withdrawal	5,475	465.0	15.00
Prospect Wellfield Biscayne Withdrawal	15,853	1,534.5	43.43
Annual Floridan Aquifer Withdrawal		Annual Allocation	Maximum Month Allocation
		3,153	300.6

Fort Lauderdale has adopted their finished water level of service for potable water at 197 gallons per capita per day (gpcd). In 2013, the average demand throughout their service area was 174 gpcd (**Table 4.11**).

Table 4.11: Fort Lauderdale Water Demand Forecast

Year	Population	Overall Raw Water Per Capita (gpcd)	Finished Water Per Capita (gpcd)	AADF Biscayne Aquifer Raw Water Demand (mgd)	AADF Finished Water Demand (mgd)	Max Day Finished Water Demand (mgd)
2005	238,725	202	200	48.1	47.8	60.61
2010	220,500	189	182	41.7	40.2	51.02
2015	228,546	186	179	42.4	41.0	52.01
2020	235,489	186	179	43.7	42.2	53.59
2025	251,758	186	179	46.7	45.1	57.30
2030	263,068	186	179	48.8	47.2	59.87
2035	267,196	186	179	49.6	47.9	60.81

4.5 CONSERVATION

4.5.1 Broward County

Broward County has implemented a number of water conservation elements as described in the following sections.

4.5.1.1 Water Use Restriction/Initiatives

As required in 40E-24 Florida Administrative Code, Broward County has enacted its own irrigation ordinance under Chapter 36, "Water Resources and Management," Article II, "Water Emergencies," Section 36-55:, "Restrictions on landscape irrigation, Year-round landscape irrigation measures" of the Broward County Code of Ordinances. This imposes year-round, county-wide landscape 2 day/week irrigation restrictions.

The County's service areas has been under either the SFWMD's mandatory Phase I and/or Phase II water restrictions or under the County's year-round ordinance since

2005. The overall per capita consumption continues to drop annually in response to a combination of conservation messaging, financial incentives (High Efficiency Toilet rebates) and ordinance.

BCWWS has developed and implemented a successful strategy to systematically identify and eliminate, where possible, causes of water lost due to inaccurate flow metering and/or leaky pipes. This comprehensive program includes regular inspection, calibration and repair/replacement of meters where necessary, and the replacement of aging sewer and water infrastructure through the County's Neighborhood Improvement Projects. These programs have significantly improved through the County's Neighborhood Improvement Program, which is 93% complete. This has replaced over 26% of the BCWWS' underground infrastructure, thereby reducing leaks and per capita consumption.

As an essential part of the Broward initiatives is the implementation of high efficiency plumbing requirements supported by the Broward County Board of County Commissioners, the Broward League of Cities and the Broward Water Resources Task Force. On March 15, 2012, the Broward County Board of Rules and Appeals adopted changes to Chapter 6, Section 604.4, of the Florida Building Code which contains standards for ultra-low volume plumbing fixtures to be used in all new construction and Chapter 9, Section 908.5, which requires a minimum of 8 cycles of concentration for cooling towers and requirements of reuse concentrate for cooling tower make-up water for air handling systems with a 4-ton BTU capacity air handling system or greater as a condition for the receipt of Certificate of Occupancy.

4.5.1.2 Use of Florida-Friendly Landscape Principles

Pursuant to Section 373.228, Florida Statutes, the Broward County Board of County Commissioners approved a new water efficient landscape code on February 14, 2012. Chapter 39, "Zoning," Article VIII, "Functional landscaping and Xeriscaping for Protection of Water Quality and Quantity," of the Broward County Code of Ordinances, reflects the NatureScape Broward program principles that promote water and energy conservation while creating a climate resilient landscape. This is in effect for the unincorporated areas of Broward County and individual municipalities are adopting as a model landscape code. This program has developed nine principles for sustainable landscapes:

1. Right plant, right place
2. Water efficiently
3. Fertilize appropriately
4. Mulch
5. Attract wildlife
6. Manage yard pests responsibly
7. Recycle yard waste
8. Reduce stormwater runoff
9. Protect the waterfront.

4.5.1.3 Water Conservation Based Rate Structure

Rate structures that encourage water conservation reward consumers that have low rates of water consumption with the lowest per gallon charge and penalize those showing higher rates of water consumption with a higher per gallon charge. BCWWS has adopted a tiered rate structure to incentivize water conservation (Resolution 2012-579). More information on the rate structure may be found at the web address below:

<http://www.broward.org/WaterServices/RatesAndFees/Pages/SingleFamily.aspx>

4.5.1.4 Rain Sensor Overrides for New Lawn Sprinkler System

Broward County's "Functional Landscaping and Xeriscaping for Protection of Water Quality and Quantity," Ordinance is codified in the Broward County Code of Ordinances Section 39-79. Subsection 39-79(b)(11) includes the requirement for the location and specification of controllers of rain shut-off devices and soil moisture sensors as part of the landscape plan.

4.5.1.5 Public Information Program

Broward County has a targeted outreach program for Broward County employees that consist of education workshops and training on the need for water conservation, the principles of NatureScape, and assistance in the design of a NatureScape landscape. Participants are encouraged to apply for NatureScape certification following conversion

of their traditional landscape to a NatureScape design. Other Broward County programs discussed earlier include: Water Matters Day, Know the Flow, NatureScape Irrigation Services, and NatureScape Broward School Board Agreement.

Broward County WWS has developed a public education program that includes the development and distribution of brochures, educational materials for elementary and high school students, and presentations to homeowner and condominium associations regarding water supply, treatment and conservation. The utility also supports the Water Matters Program by purchasing and distributing rain gauges on Broward County's Water Matters Day.

4.5.2 City of Fort Lauderdale

The City of Fort Lauderdale has an active water conservation program as detailed in the City's CUP, ordinances and in their 2014 Water Supply Plan Update.

In the 2008 Consumptive Use Permit Renewal, the City used an aggressive approach to control their water demand by developing a conservation program through several initiatives. The first is the City's current efforts at retrofitting and upgrading significant portions of its water delivery systems, including leak detection. The City anticipates that the percentage of unaccounted for water loss will be reduced as this process is implemented. The second is the passage of an ordinance that the City estimated would meet a 10 percent reduction in the projected demands, compared to historical demands. The final initiative is the continued implementation of existing programs such as; limitation of irrigation hours, ultra low-volume plumbing in new developments, xeriscaping principles, conservation based rate structure, rain sensor requirements and the City's water conservation education program. The City expects to achieve certain quantifiable goals in the implementation of this program and the City will provide data to the South Florida Water Management District on the progress of this demand management program. The City estimates this effort will result in an estimated per capita use rate of approximately 170 gallons per day which was used for calculating the future demands for the service area.

The City also participates in the Broward County-wide ConservationPays Program in collaboration with 18 partners to provide a coordinated regional campaign focused on water conservation and the distribution of rebates and other incentives. A consistent marketing and media campaign advances water conservation efforts to reach a sustained minimum 10% reduction in water use county-wide over 20 years. This was estimated to be 30 million gallons/day (MGD).

As partners in the NatureScape Irrigation Services (NIS) with 18 local water utilities, the City annual selects a number of large water users including government facilities, parks, schools, and homeowner associations where the greatest potential exists for significant water savings. Tailored irrigation evaluations are performed by the NIS team of certified experts to capture measured water savings. Best Management Practices (BMPs) that

encourage the 'right plant in the right place' and smart irrigation are included in each report to help to promote water conservation messaging that adds to long-term water savings.

Fort Lauderdale has recently (2014) become a registered County municipality in the Community Wildlife Habitat program through NatureScape Broward. This program promotes water conservation, water quality protection, and the creation of wildlife habitat through Florida-friendly landscape practices that encourage the prudent use of water resources, and the planting of native, non-invasive, and other drought-tolerant plants.

4.6 REUSE

Section 373.250(1), F.S. provides "the encouragement and promotion of water conservation and reuse of reclaimed water, as defined by the department, are state objectives and considered to be in the public interest." In addition, Section 403.064(1), F.S., states "reuse is a critical component of meeting the state's existing and future water supply needs while sustaining natural systems."

This section highlights the present levels of reuse within each water supply entities' service area.

4.6.1 BCWWS

BCWWS operates the Broward County North Regional Wastewater Treatment Plant (WWTP) located in the City of Pompano Beach. The facility has an FDEP-permitted capacity of 95.00 MGD. It provides wastewater services for northern Broward County. In 2010, the annual average daily wastewater flow at the facility was 71.00 MGD. Approximately 4.40 MGD of the treated wastewater is reused at the facility or at adjacent facilities for irrigation, process, or cooling water.

In 2010, most of the treated wastewater was disposed of via deep injection wells (38.0 MGD) and ocean outfall (28.0 MGD). Of the water sent to the ocean outfall, an average 1.35 MGD was captured by the City of Pompano Beach in 2010 for further treatment and reuse. Overall, water reuse at the facility was approximately 6 percent of the wastewater treated at the facility.

The primary users include: Broward County Septage Receiving Facility, Broward County North Regional WWTP, Pompano Beach Park of Commerce and Wheelabrator Environmental Services.

Based on historic flows to the ocean outfall, the facility is required to reuse 21.45 MGD of treated wastewater by 2025 to comply with the 2008 Ocean Outfall statute (Section 403.086(9), F.S.). The BCWWS is promoting collaborative regional water supply strategies to meet the required 60 percent water reuse by 2025. BCWWS has

developed a regional reuse master plan and is working towards amended County ordinance(s) for the establishment of mandatory reuse zones.

BCWWS continues to investigate means to increase its reclaimed water usage, both as a method to meet future water needs and the requirements of the 2008 Ocean Outfall Program requirements. BCWWS is partnering with Palm Beach County Water Utilities Department to send reclaimed water into southern Palm Beach County for irrigation (see **Section 5** and **Section 6**) Some irrigation customers will be included in northern Broward County as the reclaimed water is sent northward. BCWWS is also in the process of extending reclaimed water to the Pompano Highlands neighborhood for irrigation. The City of Coconut Creek, which is within the North Regional WWTP's service area, installed infrastructure to accept reclaimed water from the facility, primarily for irrigation. The first phase of the City of Coconut Creek reclaimed water system is planned to be operational in 2014. The City of Pompano Beach, which takes treated wastewater from the County's ocean outfall pipeline, is expected to continue expanding its reclaimed system. Potential end users include: City of Coconut Creek, Pompano Highlands, Potential larger users (e.g., golf courses, parks, and schools).

4.6.2 Fort Lauderdale

The information captured below is from the recent 2013 LECWSP UPDATE Appendix C that details information related to each potable water provider as well as wastewater providers (District, 2013).

The City of Fort Lauderdale's George T. Lohmeyer Wastewater Treatment Facility is a central regional facility used to treat wastewater in a region encompassing Port Everglades, the cities of Fort Lauderdale, Wilton Manors and Oakland Park, and parts of the City of Tamarac, Town of Davie, and unincorporated Broward County. The facility has an FDEP-permitted capacity of 55.70 MGD and a 2010 annual average daily flow of 37.60 MGD. Treated effluent from the facility is disposed through five deep injection wells.

While the facility does not currently provide reclaimed water for reuse, the City is participating in the County-wide Integrated Water Resources Plan Grants for feasibility studies related to potential beneficial reuse. These have included a 2008 feasibility study for selected reclaimed water projects within the City for a 50% cost share for \$125,000. A second feasibility study in 2009 was for the reclaimed water in the area of the Convention Center Broward County provided a 50% cost share for \$5,000. The City of Fort Lauderdale continues to consider water reuse and options that can be used to help develop alternative water supplies. Indirect potable reuse systems are under consideration because of the dual benefits of providing more disposal capacity and augmenting local water supplies.

4.6.2 Hollywood

The city operates a regional WWTP that is subject to the requirements of the 2008 Ocean Outfall statute. Additionally, the city has proposed a reuse program to recharge the FAS as its primary project to meet the reuse requirements of the Ocean Outfall statute for the South Regional WWTP. More than 23 MGD of reclaimed water projects are expected to be developed by 2025. This city is a contributing member of the Broward Water Partnership conservation program, which has the goal of saving a total of 30 MGD countywide. Current projections indicate that the RO expansion project may not be needed during the twenty-year planning horizon.

5.0 Special Recommendations and Actions

5.1 BCWWS

Broward County WWS, as a Water Supply Entity, is responsible for the implementation of the water supply development projects identified in the 2013 Lower East Coast Water Supply Plan (LEC WSP) Update as approved by the District Governing Board September 2013. The County projects listed in Chapter 6 and Appendix F of the 2013 LEC WSP Update are listed below.

Broward County Ocean Outfall Requirements/Reuse Projects

BCWWS, in compliance with the requirements of the ocean outfall legislation, has submitted an Outfall Rule Detailed Plan in June 2013. This plan documents the County's intent to produce an additional 21.45 mgd of reclaimed water. Of the 21.45 mgd reclaimed water production, 19.7 mgd will be produced at NRWTP. (The remaining reclaimed water will be produced through the Pompano Beach filter facility.) Approximately 4.2 mgd of the reclaimed water demand is scheduled for large reclaimed water users within Broward County, and approx. 11 mgd is scheduled for delivery to Palm Beach County through an interlocal commitment. The estimated capital cost for the total treatment and conveyance to Palm Beach County is anticipated to be \$112 million (\$47M for Palm Beach side and \$65M for Broward), with an ~\$100 M for the large users within Broward County. A portion of that cost is anticipated to be shared with Palm Beach County.

Aquifer Storage and Recovery (ASR). The Hillsboro Aquifer Storage and Recovery (ASR) project will evaluate the feasibility of capturing excess water that would be otherwise be discharged to tide and store it for later recovery during the dry season. ASR is a recognized alternative water supply technology and improves the efficiency of the water management system. This project was originally designed, constructed and briefly tested as a pilot component of the Comprehensive Everglades Restoration Program (CERP) but has been inactive since June 2012 when the pilot project ended. Broward County Water and Wastewater Services (BCWWS) and the South Florida Water Management District (SFWMD) are collaborating on operational testing of the system for the continued evaluation for water resource management, and enhancing the Broward County water supply. Approximately \$200,000 will be required for a one-year period of cycle testing. The SFWMD will provide project management responsibilities to coordinate continued system operation, maintenance and regulatory compliance activities.

C-51 Reservoir Project. The County is participating in the development of funding strategies and a governance structure for the C-51 Reservoir. The County believes that the C-51 Reservoir will yield long-term regional benefits to the entire Lower East Coast Planning Region. The project has complex benefits including: protection of existing water supplies and water quality, saltwater intrusion mitigation, and diversification of

water sources and resource sustainability. The above-ground storage capacity in this unique geological formation will be especially beneficial for stormwater and flood control protection against extreme storm events relating to climate change. A recent study estimates Phase 1 costs of \$160 million with construction commencing in the next few years.

Broward County-wide: Saltwater Intrusion Models for Central and Southern Broward County and Climate/ Inundation Model. Climate change and sea level rise pose significant threats to regional water supplies. Local impacts are accelerated by increased wellfield pumpage, rising sea level and aging urban drainage infrastructure leaving municipalities and water utilities grappling with how to balance the planning needs with the financial challenges.

In 2006 the Broward County's Natural Resources Planning and Management Division contracted with the USGS to develop a numerical model tracking the movement of saltwater intrusion. The model used the USGS's SEAWAT variable modeling code to track density-dependent flow and transport of chlorides as saltwater migration. The scope of the modeling was expanded to be able to assess, through sensitivity analysis, the determinate factors from various anthropogenic stresses and natural stresses on the movement of the saltwater front. These models also provide useful tools for future water management and resource planning.

The **Central and Southern Broward County Saltwater Intrusion Models** are expected to provide better understanding of the interaction between saline water migration and groundwater flow dynamics. The ultimate goal is to determine planning level costs for assessing long-term, cost-effective prevention and mitigation strategies. The central and southern saltwater intrusion models will complete the coverage of the entire county (earlier model focused on the North County) and are scheduled to be finished by March, 2015. Cost-share partners are Fort Lauderdale, Hollywood, Hallandale and Dania.

Building upon on-going saltwater intrusion modeling, the **Climate/ Inundation Model** will assess the influence of changing climatic conditions on the urban water resources and infrastructure. This effort is funded through a 4-year agreement with the USGS and integrates bias-corrected, dynamically-downscaled data from Global Circulation Models into the updated surface/groundwater model. The model will be used for assessing county-wide hydrologic conditions and testing of select adaptation strategies based on future climate conditions, including sea level rise, and changes in precipitation and evaporation.

Upper Floridan Geotechnical Study. Broward County, with the USGS is exploring the development of the Upper Floridan Aquifer as an alternative water supply. The project expands upon work completed in Phase 1 and includes geotechnical work and seismic analysis of upper Floridan Aquifer in south-central Broward to provide a more robust picture of the aquifer. Phase II includes cost-share support in collection and analysis of seismic data the collection of seismic survey lines along several primary canals in

Broward County. The seismic data and synthetics logs, together with new borehole hydrogeological, geologic and geophysical data acquired from wells in the study area are currently being analyzed. Cost-share partners are BCWWS and Sunrise. The completion date is December 31, 2015.

Broward County Water Partnership. An ongoing High Efficiency Toilet Replacement and water conservation incentives Program that strives to reach 30 MGD of savings by 2030. Broward Water and Wastewater Services are media partners in the County-wide Water Conservation Incentives Program, launched in 2011. This program has provided approximately 4,500 high efficiency toilets with an estimated water savings of 450 thousand gallons per day. The program utilizes monthly promotional material, PSAs, radio adds, etc. to promote a consistent water conservation messaging throughout the partner service areas. This covers almost 80% of Broward County. The program is supported through the District's Water Sip dollars, which in 2014 was \$50,000.

Additionally, **Broward County Water & Wastewater Services High Efficiency Toilet Rebate Program** has been in existence since 2010 and has offered over \$250,000 in billing credits for replacing 2,500 water wasting toilets. This effort is supported by \$30,750 of matching funds from South Florida Water Management District. Promotion of this program throughout the BC WWS' service area will continue through this next five-year planning period unchanged.

5.2 FORT LAUDERDALE

The City is also participating in the C-51 Finance and Governance Work Group and their Utility Director has been appointed as a member.

The City is a cost-share partner in the Central and Southern Broward County Saltwater Intrusion Models.

6.0 BCWWS CAPITAL IMPROVEMENTS

This section provides a brief description of the BCWWS Capital Improvements Program and Policies for Water Supply.

6.1 WORK PLAN PROJECTS

The 2014 Work Plan includes the listing of public, and regional water supply projects and programs over the next 10 year period (at a minimum) that may be necessary to serve the BCWWS service area and Large Users. The following sections include additional information related to the development of traditional and alternative water supply sources, and conservation and reuse initiatives that are being advanced to support water resource and water supply protections.

This information follows the information that was given as an acknowledged receipt of the South Florida Water Management District's (District's) December 2013 notification by certified mail that Broward County, as a Water Supply Entity, is responsible for the implementation of the water supply development projects identified in the 2013 Lower East Coast Water Supply Plan Update (LEC WSP) as approved by the District Governing Board September 2013.

The County projects listed in Chapter 6 and Appendix F of the 2013 LEC WSP Update are listed below.

- **District 1A Treatment Plant Expansion** (RO, WTP, Floridan Wells, and a Disposal Well). In the submitted CUP/AWS update for District 1, the District 1A Treatment Plant Expansion project completion date was modified from 2017 to 2019 as a result of the reduced water demand forecasts in 2010 and 2011. The overall cost of the project has increased to an estimated \$48.2 million as a result of recent increases in construction costs. Currently, the County is completing the construction of two Floridan Test wells at the District 1 treatment plant and anticipated results from testing to be available late 2014.

Estimated Completion Date in 2017 at a cost of approximately \$41.1 million for an additional 1.5 million gallons per day (MGD) of reverse osmosis (RO) treatment capacity by 2020.

- **District 2A Reclaimed Water Highlands Pompano Beach.** The Reclaimed Water Distribution Project to supply the Pompano Beach Highlands area with reclaimed water in the District 2 service area is nearing overall completion. The distribution lines associated with reclaimed water are expected to be complete by the third quarter of 2014 and the County is actively negotiating the purchase of up to 0.3 MGD of reclaimed water from the City of Pompano Beach.

Estimated Completion Date in 2013 at a cost of approximately \$6.5 million for 0.3 MGD of Distribution

- **Broward County Water Partnership.** The ConservationPays Partnership is a successful County-wide program that has been in operation since 2011. The program has provided approximately 4,500 high efficiency toilets and \$450,000 in toilet rebates with an estimated water savings of approximately 442 thousand gallons per day since 2011. The BCWWS participates in this program as a media partner. The County's BCWWS also promote a toilet rebate program for their own customers. This program accounts for an additional 2,250 high efficiency toilets and \$230,000 in billing credit rebates since 2010. The promotion of the conservation messaging throughout the County of the ConservationPays program as will the BCWWS rebate program will continue through this next five-year planning period unchanged.

An ongoing High Efficiency Toilet Replacement and Conservation Devices/ Credit Program that anticipates 30 MGD of savings by 2030.

6.2 CAPITAL IMPROVEMENTS ELEMENT/SCHEDULE

The 2014 Work Plan identifies and addresses the public, and regional water supply facilities needed within the BCWWS jurisdiction. The public and regional projects and programs necessary during the next five years to achieve and maintain adopted level of service standards, are shown as identified projects and programs in Broward County's Five-Year Schedule of Capital Improvements. These projects address the costs of capital improvements, the funding source, responsible entity, and correlate to the populations to be served and construction timeline.

Table 6.1: Water and Wastewater Projects in Current CIE/CIA TABLE 14-F

CAPITAL IMPROVEMENTS ELEMENT

**Table 14-F
 Water and Wastewater Capital Projects Fiscal Year (FY) 2013/2014 – FY 2017/2018**

APPROPRIATIONS	DOI	Other Prior Year Approved Projects Not Completed	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	TOTAL 2013/14-2017/18	CONSISTENCY					
Potable Water Storage Tank Repairs	B	0	0	150,000	1,3	2,050,000	1,3	0	0	2,200,000				
Rehabilitate Process Equipment	A	0	300,000	1,3	300,000	1,3	300,000	1,3	300,000	1,3	1,500,000	PWE Obj. 4.1		
Repair District 2 Water Storage Tank	A	0	0	50,000	1,3	350,000	1,3	0	0	0	400,000	PWE Obj. 4.2		
Sanitary Systems Improvements	B	1,326,348	550,000	1,3	0	0	0	0	0	0	550,000	SSE Obj. 5.1		
Service Area Infrastructure Improvements 310 pipe replacement	A,B	197,405	10,130,000	1,3	1,057,000	1,3	0	0	0	0	11,187,000			
Service Area Infrastructure Improvements 314 pipe replacement	A,B	135,521	3,057,500	1,3	0	0	0	0	0	0	3,057,500			
Service Area Infrastructure Improvements 316 pipe replacement	A,B	384,019	7,055,350	1,3	164,810	1,3	0	0	0	0	7,220,160			
Service Area Infrastructure Improvements 318 pipe replacement	A,B	348,914	3,927,390	1,3	173,470	1,3	0	0	0	0	4,100,860			
Short Line Extensions	A,B,C	0	500,000	1,2,3	500,000	1,2,3	500,000	1,2,3	500,000	1,2,3	2,500,000	PWE Obj. 4.1 SSE Obj. 4.1		
Steel Storage Tank Replacement at Water Treatment Plant 1A	B	1,238,313	200,000	1,3	0	0	0	0	0	0	200,000			
Treasure Cove Sanitary Sewer Extension	A,B	0	165,000	1,2,3	3,366,000	1,2,3	0	0	0	0	3,531,000	PWE Obj. 4.1 PWE Obj. 4.2 SSE Obj. 5.1 SSE Obj. 5.2		
Water Conservation Plan	C	0	108,070	1,3	100,000	1,3	0	0	0	0	208,070	PWE Obj. 4.3		
Water Treatment Plant 1A Treatment Expansion	C	0	1,273,990	1,2,3	37,103,000	1,2,3	0	0	0	0	38,376,990	PWE Obj. 4.2		
Water Treatment Plant 2A Treatment Expansion	C	0	0	0	0	700,000	1,2,3	0	3,960,000	1,2,3	4,660,000	PWE Obj. 4.2		
Capital Project Support - Treatment	A,B,C	0	880,330	1,3	1,755,700	1,3	807,000	1,3	2,144,870	1,3	2,080,740	1,3	7,668,640	
Billing Meters	B	0	150,000	1,3	465,750	1,3	0	0	5,352,300	1,3	0	5,968,050		
NRWWTP** Capacity Improvement	C	26,592,774	22,500,000	1,2,3	48,500,000	1,2,3	0	0	0	0	71,000,000	SSE Obj. 5.1		
NRWWTP** Disposal System - Reclaimed Water	C	0	0	0	1,500,000	1,3	0	0	6,000,000	1,3	7,500,000	SSE Obj. 5.1 SSE Obj. 5.2		
NRWWTP** Disposal System Transmission System	C	7,500,000	0	0	2,000,000	1,3	1,500,000	1,3	5,000,000	1,3	4,500,000	1,3	13,000,000	SSE Obj. 5.1 SSE Obj. 5.2
NRWWTP** Effluent Disposal Treatment Enhancements	A,C	18,158,211	339,870	1,3	0	0	0	0	0	0	339,870	SSE Obj. 5.1		
NRWWTP** Emergency Power System	A	0	0	0	0	0	3,700,000	1,3	0	0	3,700,000			
NRWWTP** Energy Project Measurement and Verification	A	0	0	0	67,000	1,3	67,000	1,3	67,000	1,3	67,000	1,3	268,000	
NRWWTP** Facilities Improvements	A,B	7,380,000	1,420,000	1,3	20,330,000	1,3	300,000	1,3	16,050,000	1,3	33,640,000	1,3	71,720,000	SSE Obj. 5.1

*All Revenues are from committed sources

**North Regional Wastewater Treatment Plant

Water and Wastewater revenue sources for the five year capital program include user fees (1); capital recovery charges (2); bond proceeds (3); and fund balance (4).

DOI: Delineation of Improvements: A. Reduce existing deficiencies, B. For replacement, C. Meet Future demand

7.0 GOALS, OBJECTIVES AND POLICIES

The following comprehensive plan goals, objectives, and policies (GOPs) have been reviewed for consistency with the 2014 Work Plan. New GOPs to be adopted and existing GOPS to be revised are identified below.

The following GOPs have been adopted in the original Work Plan and have been reviewed to see if updates are revisions are needed:

- a. Coordination of land uses and future land use changes with the availability of water supplies and water supply facilities;
- b. Review and revision of potable water level of service standards for residential and non-residential users;
- c. Provision for the protection of water quality in the traditional and new alternative water supply sources;
- d. Revision of priorities for the replacement of facilities, correction of existing water supply and facility deficiencies, and provision for future water supply and facility needs;
- e. Provision for conserving potable water resources, including the implementation of reuse programs and potable water conservation strategies and techniques;
- f. Provisions for improved or additional coordination between a water supply provider and the recipient local government concerning the sharing and updating of information to meet ongoing water supply needs;
- g. Coordination between local governments and the water supply provider in the implementation of alternative water supply projects, establishment of level of service standards and resource allocations, changes in service areas, and potential for annexation;
- h. Coordination of land uses with available and projected fiscal resources and a schedule of capital improvements for water supply and facility projects;
- i. Additional revenue sources to fund water supply and facility projects;
- j. Coordination with the respective regional water supply plan;
- k. Update the Work Plan within 18 months following the approval of a regional water supply plan; and
- l. Concurrency requiring water supplies at the building permit stage.

7.1 GOALS, OBJECTIVES, AND POLICIES SUPPORTING WATER SUPPLY PLANNING

There are numerous Goals, Objectives, and Policies (GOPs) found within Broward County's Comprehensive Plan which support the County's Water Supply Facilities Work Plan and the requirements of Chapters 163 and 373, (F.S.). These can be found within the elements of the County's Comprehensive Plan:

- Potable Water
- Sanitary Sewer
- Drainage and Natural Aquifer Groundwater Recharge
- Conservation
- Coastal Management
- Intergovernmental Coordination
- Capital Improvements

The selection of those GOPs included here reflects the County's commitment to water supply planning and water resource protections and is inclusive of any recommended changes that will be included in this current transmittal package:

Future Unincorporated Area Land Use

Objective 2.5. Conserve and protect natural resources, and historic resources.

Policy 2.5.1. Broward County shall protect groundwater quality by continuing to implement the wellfield protection provisions of the Broward County Code of Ordinances.

Policy 2.5.2. The Broward County Public Health Department of the Florida Department of Health shall continue to protect the groundwater supply from potential sources of contamination in accordance with the water and septic tank provisions of the Broward County Code of Ordinances.

Policy 2.5.3. Broward County shall reduce potential groundwater pollution sources by continuing to implement the wastewater collection and transmission provisions of the Broward County Code of Ordinances.

Policy 2.9.6. Consistent with Potable Water Element Policy 4.2.6, Drainage and Natural Groundwater Aquifer Recharge Element Policy 7.2.7., Sanitary Sewer Element Policy 5.2.6., and Solid Waste Element Policy 6.2.2., the impact of infrastructure improvements on adjacent natural resources shall be considered when making land use decisions. ***NOTE: this policy will be updated along with the broader comprehensive plan changes scheduled to occur in 2015.***

Policy 2.10.21. The PRD shall recommend the designation of land use categories on the FUALUEMS in accordance with the availability of public

facilities and services needed to support development concurrent with the impacts of development and consistent with the adopted level of service standards in the Broward County Comprehensive Plan elements including: Transportation, Mass Transit, Sanitary Sewer, Solid Waste, Potable Water, Drainage and Natural Groundwater Aquifer Recharge, Recreation and Open Space, and Public School Facilities.

Potable Water

Goal 4.0. Provide current and future residents of the Unincorporated Area, customers County's utility service areas, and large users of the Broward County utility districts' regional raw water system a cost-effective and equitable potable or raw water supply system which provides an adequate supply of water meeting all applicable federal, state and local water quality standards and does not compromise the sustainability of the County's water resources or ability to supply water in the future.

Objective 4.1. Broward County Water and Wastewater Services (WWS) shall provide current and future residents of the County's utility service areas, customers and large users of Broward County WWS a cost effective, equitable and adequate potable water system meeting all applicable federal, state, and local standards and shall identify and, where feasible, correct existing potable water facilities' deficiencies by 2048~~24~~.

Policy 4.2.1. Broward County WWS and the Environmental Planning and Community Resilience Division will strive to ensure the adequacy of water supply facilities and infrastructure to effectively capture, store, treat, and distribute potable water under variable climate conditions, including changes in rainfall patterns, sea level rise projections of 9 to 24 inches from 2010 to 2060, and flooding, with potential water quality and quantity impacts.

Policy 4.2.24. Broward County WWS shall ~~access~~ assess the adequacy of service and concurrency for potential Broward County retail customers. For Coconut Creek, a bulk purchaser of potable water, Broward County WWS will use the flow information contained in the Health Department permit application to ~~access~~ assess the adequacy of service and concurrency.

Policy 4.2.46. Prior to approval of a building permit, Broward County shall consult with the appropriate water supplier(s) to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance of a certificate of occupancy.

Policy 4.2.57. ~~Planning for additional capacity and/or a reduction in per capita demand shall be included in the Broward County~~ will hereby adopts a 10-Year Water Supply Facilities Work-pPlan as required in Chapter 163 of Florida Statutes (F.S.), by reference ~~to increase the coordination of local land use and~~

~~future water supply planning. incorporate any alternative water supply projects including conservation and reuse that may be identified in the regional water supply plan as necessary to serve existing and new development.~~

Policy 4.2.57. ~~Planning for additional capacity and/or a reduction in per capita demand shall be included in the Broward County~~ will hereby adopts a 10-Year Water Supply Facilities Work-pPlan as required in Chapter 163 of Florida Statutes (F.S.), by reference to increase the coordination of local land use and future water supply planning. incorporate any alternative water supply projects including conservation and reuse that may be identified in the regional water supply plan as necessary to serve existing and new development.

Policy 4.2.810. In order to protect and conserve the Biscayne Surficial Aquifer System, and limit demands on the regional water management system, the Broward County Environmental Protection and Growth Management Department (EPGMD) shall ~~continue to investigate the development utilization~~ of alternate water sources to supplement and broaden the ~~County's future water supply sources as described in the 10-Year Water Supply Facilities Workplan. These potential sources could include through~~ the increased use of reclaimed wastewater, improved methods of conservation, development of the Floridan Aquifer, Aquifer Storage and Recovery (ASR), improved operations to increase stormwater reuse and aquifer recharge, and by improvements to the secondary canal infrastructure, and other technologies and management strategies which may be reflected addressed in consistent with the goals of the 2013 in Lower East Coast Water Supply Plan 2005-2006 Update, of the South Florida Water Management District (SFWMD).

Policy 4.2.1012. Broward County shall encourage maximizing the use of existing potable water facilities and reducing redundant facilities, considering necessary adaptation of climate change impacts, especially sea level rise projections of 9 to 24 inches from 2010 to 2060, is incorporated consistent with current water policy, including the SFWMD Regional System Water Availability Rule adopted February 15, 2007 by the SFWMD.

Policy 4.2.15. Broward County shall work to protect existing wellfields, surface or subsurface storage facilities, control structures, water and wastewater treatment plants and transmission infrastructure from increased coastal flooding, sea level rise, saltwater intrusion, and other potential future climate change impacts, and plan for infrastructure replacement and relocation as needed to maintain the County's potable water LOS as outlined in the County's Climate Change Element.

Objective 4.3. Utilize existing potable water facilities to the extent permitted and encourage compact urban growth patterns.

Policy 4.3.6. Broward County shall identify water infrastructure at risk from sea level rise projections of 9 to 24 inches (timeframe of 2010 to 2060) and other climate change related impacts by 2015, and update this assessment every 5 years.

Objective 4.4. Conserve, and protect, and efficiently manage available potable water resources with a primary focus on the Biscayne Aquifer by optimizing the utilization of water resources through effective water management practices and development of alternative water supplies with appropriate consideration of climate change impacts.

Policy 4.4.6. Broward County shall develop a County ordinance requiring the connection of existing and new irrigation systems to available reclaimed water lines for use in irrigating landscapes and pursue the establishment of mandatory reuse zones, fully considering the availability of flows, the proximity of irrigation systems to reclaimed water lines, and the costs and effectiveness of such connections.

Policy 4.4.38. Broward County shall continue to maintain Chapter 36, "Water Resources and Management," Article II, "Water Emergencies," Section 36-55, "~~Restrictions on landscape irrigation,~~" "Year-round landscape irrigation variances," Broward County Code of Ordinances, which imposes year-round, ~~County-wide~~ landscape irrigation restrictions.

Policy 4.4.49. ~~The Broward County Environmental Licensing and Building Permitting Division Permitting, Licensing, and Consumer Division (PLCPD)~~ shall continue to enforce Chapter 39, "Zoning," Article VIII, "~~Functional landscaping and Xeriscaping~~ Landscaping for Protection of Water Quality and Quantity," Broward County Code of Ordinances, which reflects the NatureScape Broward program principles that promote drought tolerant and native plants, landscape best management practices and the preservation of habitat as part of sustainable urban landscapes.

Policy 4.4.611. Broward County WWS shall continue to implement its conservation-oriented utility service rate structure and other conservation measures required by Broward County ordinance. ~~within its WWS utility systems.~~

Policy 4.4.712. Broward County WWS shall continue to implement a leak detection program to reduce the amount of unaccounted-for water loss within its the Broward County utility systems.

Policy 4.4.813. Broward County's Environmental Planning and Community Resilience Division shall continue to develop and implement County-wide water conservation programs and initiatives including: The County-wide Water Conservation and Incentives Program, the Water Matters education and

outreach program, NatureScape Broward, and the NatureScape Irrigation Service (NIS).

Policy 4.4.1016. The Broward County Health Department, Florida Department of Health shall reduce potential groundwater pollution sources and protect groundwater supplies by continuing to implement Chapter 34, "Water and Sewers," Article II, "Water and Sewer Connection Ordinance," and Article II 1/2, "Water, Sanitary Sewer and Septic Tank Ordinance," Broward County Code of Ordinances.

Policy 4.4.1217. Broward County shall protect groundwater quality by continuing to implement the Broward County Code of Ordinances, Chapter 27, Article XIII Wellfield Protection Ordinance, ~~Broward County Code of Ordinances,~~ which regulates the storage, handling, usage, disposal or production of hazardous materials and solid waste within designated zones of influence as identified in the Code.

Objective 4.5. Potable water facilities shall be designed, constructed, maintained and operated in such a manner as to protect the functions of natural groundwater recharge areas and natural drainage features ~~and not exacerbate saltwater intrusion without inducing the inland movement or upwelling of saline water into~~ Underground Sources of Drinking Water (USDW) as defined in Chapter 62-528, FAC, and SFWMD Basis of Review for Water Use as referenced in Chapter 40E-2, FAC.

Policy 4.5.1. The design for the construction, operation and maintenance, of new or expanded potable water facilities shall consider the short-term and long-term impacts to natural groundwater recharge areas, wetlands, surface and groundwater levels, and exacerbation of saltwater intrusion considering sea level rise. ~~The design shall also consider whether or not the construction, operation and maintenance will significantly harm the aquifer system or result in any additional demand upon the regional system.~~ Adverse impacts of construction, operation, and maintenance shall be avoided or at least minimized.

Sanitary Sewer

Goal 5.0. The Broward County Environmental Protection and Growth Management Department (EPGMD) and Broward County Water and Wastewater Services (WWS) shall identify the needs of and provide the ~~Unincorporated areas, large users, and Broward County utility district customers,~~ cost effective, equitable and adequate sanitary sewer facilities meeting applicable federal, state, and local design standards and effluent water quality standards.

Objective 5.3. Broward County WWS shall promote the resiliency of existing and planned sanitary sewer infrastructure or retrofits from the impacts of climate

change, while improving energy efficiency and reducing related carbon emissions as outlined in the Climate Change Element.

Objective 5.45. Sanitary sewer facilities shall be designed, constructed, maintained, and operated in a manner that conserves and protects potable water resources by optimizing the use of reclaimed wastewater, where feasible, thus offsetting demands on the Biscayne Surficial Aquifer System (SAS).

Policy 5.45.1. Broward County shall encourage the use of reclaimed water as an integral part of its wastewater management program, and evaluate the costs and benefits of adaptation alternatives for increased efficiency, and optimization capacity of existing facilities where economically, environmentally, and technically feasible.

Policy 5.45.3. Broward County shall continue public education, coordination and program support for the expansion of beneficial reuse of reclaimed water, while encouraging regional the reuse of water of an appropriate quality level for the purpose intended projects.

Policy 5.5.4. Broward County shall coordinate with local municipalities, water and wastewater utilities by 2015, to develop policies and plans that set short-, intermediate-, and long-range goals and establish adaptive management implementation strategies for water and wastewater resources under their jurisdiction to address the potential impacts of climate change, and its operational, economic, and environmental effects.

Policy 5.5.5. Broward County shall maintain and update the County-wide Reuse Master Plan and pursue the implementation of reclaimed water strategies that reduce demands on the Biscayne Aquifer.

Drainage and Natural Aquifer Groundwater Recharge

Goal 7.0. To optimize the utilization of water resources through ~~provision of~~ integrated stormwater management for Broward County which reduces the damage and inconvenience impact from sea level rise and flooding, promotes recharge to the Biscayne Surficial Aquifer System (SAS), improves and protects water quality in surface and ground waters, and protects the functions of urban wetlands in urban areas.

Objective 7.2. Stormwater management facilities shall be provided to meet the County's short-term and long-term future surface water management needs.

Policy 7.2.2. Broward County shall continue to improve analysis and mapping capabilities for identifying areas of the County vulnerable to sea level rise, tidal flooding, and other impacts of climate change, and improve available

information needed to make informed decisions regarding adaptation strategies, including infrastructure improvements, modifications, and management strategies.

Policy 7.2.13. Broward County shall implement the County-wide Integrated Water Resources Plan to optimize flood protection, water quality treatment and protection, stormwater storage, wetlands sustainability, and groundwater recharge functions in support of climate resilience and the long-term water resource needs of the Broward community.

Objective 7.3. Broward County, in conjunction with its municipalities and partner agencies, shall strive to adapt the built environment to the impacts of climate change through planning and development practices that reduce impervious area run-off and improve upon the capture, treatment and use of rainwater for aquifer recharge, and as an alternative water supply. ~~Continue to maximize the use of stormwater management system facilities so as to encourage compact urban growth patterns.~~

Policy 7.4.1. Broward County shall work with the South Florida Water Management District (SFWMD) and the independent drainage districts to implement applicable portions of the 2013 Lower East Coast Water Supply Plan 2005-2006 Update intended to reduce losses of excess stormwater to tide, recharge the sSurficial aAquifer sSystem (SAS) and provide additional storage of surface waters in the context of sea level rise, in order to improve the ability of these systems to adapt to climate change.

Policy 7.4.2. Broward County shall address stormwater management issues on a watershed (basin) basis as a means of providing cost effective water quality and water quantity solutions to specific watershed problems supported by continued investments in the development and application of regional hydrologic models to help predict and track the impacts of sea level rise and climate disruptions on groundwater levels, saltwater intrusion, and drainage infrastructure.

Objective 7.5. Maintain and enhance ground-water recharge to the sSurficial aAquifer sSystem (SAS) so as to maintain all of the functions of the Biscayne Aquifer, including potable water supply, the abatement of saltwater intrusion, and reduce seepage from the Water Conservation Areas, while ensuring the necessary water quality protections.

Policy 7.5.6. Broward County in cooperation with the United States Geological Survey (USGS) and SFWMD shall support the maintenance and expansion of the regional groundwater monitoring network to assess the movement of the saltwater front and ensure adequate data for modeling the predictive progression of the front in response to sea level rise, variable climate and water management operations. ~~install additional monitoring wells and rehabilitate~~

~~existing wells to continue monitoring groundwater levels and the extent of saltwater intrusion into the Biscayne Aquifer.~~

Policy 7.5.8. Broward County shall work cooperatively with the SFWMD, municipalities, and independent and dependent drainage districts to develop and implement plans for additional surface water storage so as to improve the volume of regional water available for the purpose of maintaining canal levels and recharge to the ~~Biscayne Aquifer~~ SAS.

Policy 7.5.9. In order to protect and conserve the ~~Biscayne Aquifer~~ SAS, Broward County shall pursue the ~~investigate utilization use~~ of alternative potable water supplies resources (AWS) to supplement and broaden the County's future water supply sources. These potential AWS sources include the Floridan Aquifer, Aquifer Storage and Recovery (ASR), desalination, capture and storage of excess storm water, surface water storage, reclaimed water, and other technologies ~~addressed in~~ consistent with the goals of the 2013 the Lower East Coast Water Supply Plan 2005-2006 Update of the SFWMD.

Policy 7.5.13. Broward County shall protect aquifers from depletion through water conservation and preservation of the functions of high recharge areas including but not limited to the water conservation areas and water preserve areas.

Conservation

Goal 13.0. Conserve, and protect the beneficial use of the natural resources of Broward County so as to provide and maintain a level of environmental quality that ensures the public health, safety, and sustainable environmental communities including factors that affect energy conservation.

Objective 13.3. To protect the groundwater and surface water resources throughout Broward County through effective water management strategies ensuring sustainable water supplies for urban and natural systems water needs.

Policy 13.3.1. Broward County shall continue to lead collaborative intergovernmental practices to advance strategies, programs, and other sustainable initiatives throughout the County and region, that protect the quantity and quality of groundwater and surface water resources.

Policy 13.3.2. Broward County shall continue to implement the County-wide Water Resources Plan to coordinate the water management activities of local drainage districts, utilities and municipalities to optimize the beneficial use of regional water resources and for the improved efficiency of water conservation and protection efforts.

Policy 13.3.3. Broward County shall continue source-water (wellfield) monitoring and protection programs and proactively address potential impacts on the coastal aquifer from increased chlorides due to flooding of coastal and tidally influenced bodies of water that may occur with more intense storms, rising sea levels, increased drought and other impacts of climate change.

Objective 13.35. Broward County shall maintain ~~or reduce~~ the average daily per capita water demand as reflected in the South Florida Water Management District's consumptive use permits. The consumptive use permits provide for the following per capita water demand: ~~14132~~ gallons per capita per day for District 1; ~~and 15240~~ gallons per day for District 2A; ~~255~~ gallons per capita per day for District 3A; and ~~417~~ gallons per day for District 3B.

Policy 13.35.1. ~~Broward County shall encourage the reuse of reclaimed water as an integral part of its wastewater management program, where economically, environmentally, and technically feasible~~ support and promote collaborative regional water supply strategies, water resource development, conservation and reuse projects that provide economies of scale and regional benefits, with special emphasis on those areas that currently contribute to the volume of wastewater being discharged through open ocean outfalls, and with the goal of achieving 60% reuse of water discharged via outfalls by the year 2025, as required by State legislation.

Policy 13.35.34. Broward County shall work to protect existing wellfields and continue to plan and develop new well fields, and water supplies, and plan for infrastructure replacement and wellfield relocation as needed in accordance with state rules, and water policy, and in consideration of potential increased coastal flooding, sea level rise, saltwater intrusion, and other potential future climate change impacts.

Policy 13.35.45. Broward County shall continue to implement the Water Conservation Plans within the WWS service area as required in their consumptive use permits from the South Florida Water Management District ~~as well as other utility~~ which includes five (5) required specific water conservation efforts elements; a water conservation public education program, an outdoor water use reduction program, the selection of a rate structure designed to promote the efficient use of water, a water loss reduction program, if water losses > 10%, and an indoor water conservation program. which include water use audits, education and support for the NatureScape Irrigation Service operations within the WWS service area.

Policy 13.35.56. Broward County shall continue to develop and implement programming for County-wide water conservation and initiatives, in partnership with local municipalities and water and wastewater entities, including, the Water Conservation Incentives Program, Water Matters education and outreach programs, the NatureScape Broward, and the NatureScape Irrigation Services

(NIS) to promote water and energy conservation while creating a climate resilient landscape.

Policy 13.35.67. Broward County shall maintain and seek regional compliance with year-round water conservation measures consistent with Chapter 36, "Water Resources and Management," Article II, "Water Emergencies," Section 36-55, "Year-round landscape irrigation measures;" variances of the Broward County Code of Ordinances, which imposes year round, County-wide landscape irrigation restrictions ~~specific landscape irrigation measures urging the public to conserve water resources prior to independent~~ declaration of an emergency water shortage by the South Florida Water Management District (SFWMD) and shall implement all water use restrictions applicable to Broward County in accordance with Chapter 40E-21, Florida Administrative Code (FAC).

Policy 13.35.78. Broward County shall continue to enforce Chapter 39, "Zoning," Article VIII, "Functional landscaping and Xeriscaping for Protection of Water Quality and Quantity," of the Broward County Code of Ordinances, which reflects the NatureScape Broward program principles that promote the use of native and drought tolerant plants, landscaping best management practices and the preservation of native habitats in support of sustainable urban landscapes and the conservation of resources.

Policy 13.5.9 The Broward County Environmental Licensing and Building Permitting Division shall enforce Florida Building Code Chapter 6, Section 604.4, which contains standards for ultra low volume plumbing fixtures to be used in all new construction and Chapter 9, Section 908.5, which contains water supply efficiencies for new or replaced cooling towers.

Policy 13.35.810- Broward County will continue to require a minimum 8 cycles of concentration for cooling towers and the reuse of concentrate from air handlers with a 4-ton BTU capacity or greater as cooling tower make-up water installation of water conservation flow devices as required by the Florida Energy or Building Code as a condition for the receipt of Certificates of Occupancy.

Policy 13.35.911. Broward County shall pursue the use of reclaimed water as an integral part of regional water development strategies, inclusive of projects outlined in the Broward County-wide Reuse Master Plan for with potential applications that include landscape irrigation, aquifer recharge, and environmental enhancement where technically, environmentally, and economically feasible.

Policy 13.35.1012. Broward County, in cooperation with the United States Geological Survey (USGS) and the SFWMD, shall continue source-water (wellfield) monitoring and protection programs to mitigate water supply loss due to saltwater intrusion. Specifically, Broward County will work regionally to assess the current and future effects of sea level rise on chloride concentrations in the

surficial aquifer and to identify adaptation strategies. ~~to monitor the extent of salt water intrusion into the Biscayne Aquifer.~~

Policy 13.35.1413. Broward County shall work with the SFWMD, municipalities, independent drainage districts, and neighboring counties to plan and develop additional surface water storage including the C-51 Reservoir in Palm Beach County and the water preserve areas in western Broward County.

Policy 13.35.1414. In order to protect and conserve the Biscayne Aquifer, ~~and support Everglades restoration, and protect against future climate change impacts,~~ Broward County shall pursue projects that enhance aquifer recharge and investigate utilization of alternative water resources to supplement and broaden the County's future water supply sources. These potential sources include the Floridan Aquifer, Aquifer Storage and Recovery (ASR), desalination, capture and storage of excess storm water, appropriately treated reclaimed water, and other technologies addressed in the 2013 Lower East Coast Water Supply Plan 2005-2006 Update of the SFWMD.

Policy 13.35.1415. Broward County shall ensure conservation initiatives consider sea level projections of 9 to 24 inches additional rise from 2010 to 2060, as adopted by the southeast Florida Regional Climate Change Compact, ~~explore additional opportunities to conserve water by targeting industries and areas characterized by high rates of water consumption and develop industry specific water conservation strategies.~~

Policy 13.35.1416. Broward County will support on-going and enhanced development of regional hydrologic models, the integration of down-scaled climate data and continuous data collection to help predict and track the impacts of sea level rise on groundwater levels, saltwater intrusion, and drainage infrastructure to support local planning and projects. ~~work expeditiously to apply the County-wide hydrologic model in support of water resource planning and management.~~

Policy 13.35.1417. Broward County will ~~work~~ collaborate with local governments, water managers, including municipalities and drainage/water control districts and state and regional agencies to apply the County-wide integrated Water Resources Plan principles focused on water resources assessments, coordinated water management strategies, policy coordination, and outreach and education.

Policy 13.35.1418. Broward County shall continue to support ~~pursue~~ a geotechnical analysis of the upper Floridan Aquifer with the USGS, local municipalities and the SFWMD to identify layers of permeability and enhanced hydraulic conductivity to help guide regional Aquifer Storage and Recovery projects and development of the Floridan Aquifer as an alternative water supply.

Policy 13.35.1719. Broward County shall work with water managers to create, develop and implement a suite of planning tools ~~to review water supply planning efforts and consider opportunities for coordination in~~ for development of alternative water resources, including development, such as desalination, the development of Floridan wells, Aquifer Storage and Recovery and reuse to provide for sustainable water supplies and climate resiliency.

Coastal Management

Objective 10.1. Protect and conserve remaining wetlands, living marine resources, coastal barriers, and wildlife habitat, as applicable in the coastal area.

Policy 10.1.1. The County shall limit the specific and cumulative impacts of development or redevelopment upon wetlands, water quality, water quantity, wildlife habitat, living marine resources and the beach dune system through the review of developments by Broward County.

Policy 10.2.6. Broward County shall by 2017, work with its local municipalities to designate Adaptation Action Areas, per Florida State Law, using the Priority Planning Areas for Sea Level Rise Map as a basis for identifying areas especially vulnerable to sea level rise, in order to develop policies for adaptation and enhance the funding potential of infrastructure adaptation projects.

Intergovernmental Coordination

Goal 15.0. Provide accessible, effective, and frequent intergovernmental coordination opportunities to identify and implement compatible goals, objectives, and policies regarding development activities and service provision in Broward County.

Objective 15.1. The Broward County Board of County Commissioners, or its designee, shall coordinate the Broward County Comprehensive Plan with the plans of the School Board of Broward County, with the comprehensive plans of adjacent municipalities and adjacent counties and with other units of local government providing services to the Unincorporated Area but not having regulatory authority over the use of land through such mechanisms as interlocal agreements, dispute resolution processes, intergovernmental review of comprehensive plans, plan amendments, and special district plans, ~~interlocal agreements~~, and joint planning areas, work groups and meetings.

Policy 15.1.2. Broward County shall further address intergovernmental coordination through:

1. Making demographic and socio-economic information and services available for county, school board and municipal planning activities.

Objective 15.2. Utilize coordinating mechanisms to ensure that the potential development impacts allowed by the Broward County Comprehensive Plan upon

development in adjacent local governments, the School Board of Broward County, the Region, and the State are addressed.

Policy 15.2.3. Broward County shall coordinate its comprehensive plan, plan amendments, and development activities with the South Florida Water Management District.

Policy 15.2.4. Broward County shall work with ~~a task force composed of~~ municipal, regional, state, and affected industry representatives to cooperatively update the Local Hazard Mitigation Strategy and develop model codes and policies to encourage post-hazard redevelopment in areas with less vulnerability to storm surge, inundation, flooding, sea level rise and other impacts of climate change, and incentivize locally appropriate mitigation and adaptation strategies.

Objective 15.3. Ensure the coordinated establishment of level of service standards for public facilities with agencies and/or municipalities having operational and maintenance responsibilities for such facilities and ensure that adaptation to climate change impacts, especially sea level rise, is incorporated into the planning, siting, construction, replacement and maintenance of public infrastructure in a manner that is cost-effective and that maximizes the use of the infrastructure throughout its expected life span.

Policy 15.3.1. Broward County, in conjunction with its municipalities, independent districts and partner agencies, shall work to ensure that adaptation to climate change impacts, especially sea level rise, is incorporated into public infrastructure and is an integral component of all planning processes as stipulated in the Climate Change Element.

Policy 15.3.2. Broward County shall work with its local municipalities to designate Adaptation Action Areas, per Florida State Law, using the Priority Planning Areas for Sea Level Rise Map of 9 to 24 inches from 2010 to 2060 and encourage local municipalities to develop policies to improve resilience to coastal and inland flooding, salt water intrusion, and other related impacts of climate change and sea level rise in their Comprehensive Plans, Sustainability Action Plans, Vision Plans, Stormwater Master Plans, Adaptation Action Areas Plans, Climate Change Plans and other city-wide plans.

Policy 15.3.27. Broward County's Natural Resources Planning and Management Division will coordinate with municipalities supplying water to unincorporated areas and those municipalities which receive water from Broward County Water and Wastewater Services D. This coordination will include sharing and updating information regarding the 10 Year Broward County Water Supply Facilities Work Plan to meet ongoing water supply needs and the implementation of alternate water supplies in consideration of climate change impacts as detailed in the Climate Change Element.

Capital Improvements

Goal 14.0. The County will strive to provide sufficient and efficient infrastructure within its service areas to meet the standards set forth within the comprehensive plan elements, by preserving, modifying and replacing existing infrastructure and providing new infrastructure when required due to growth, and development and climate impacts.

Objective 14.1. The Capital Improvements Element will be reviewed and updated annually to reflect the County budget process to ensure that it includes the resources and improvements required to meet present infrastructure deficiencies and future infrastructure needs as discussed in other Elements of this Comprehensive Plan. These deficiencies and needs are addressed in the Schedule of Capital Improvements on Tables 14-A through 14-Q.

Policy 14.1.2. Continue implementation of approved master plans as outlined within the Transportation, Potable Water, Sanitary Sewer, Solid Waste, Deepwater Port and other Comprehensive Plan Elements.

Policy 14.1.5. Capital Improvements needs in order to maintain LOS which are the financial responsibility of Broward County, the Broward Metropolitan Planning Organization (BMPO) and the Broward County School Board, as described in other elements, shall be included within the capital program. These needs will be served concurrently with the impact of new development or the needs to satisfy an existing deficiency or previously approved development.

Objective 14.2. The County shall limit public expenditures within coastal high hazard areas to the maintenance of existing infrastructure.

Policy 14.2.1. Broward County, in conjunction with its municipalities and partner agencies, shall work to ensure that adaptation to climate change impacts, especially sea level rise, is incorporated into the planning, siting, construction, replacement and maintenance of public infrastructure in a manner that is cost-effective and that maximizes the use of the infrastructure throughout its expected life span.

Policy 14.2.2. Broward County, in conjunction with its municipalities and partner agencies, shall make the practice of adapting the built environment to the impacts of climate change an integral component of all planning and capital improvement processes.

Policy 14.2.3. Broward County shall by 2017, work with its local municipalities to designate Adaptation Action Areas, per Florida State Law, using the Priority Planning Areas for Sea Level Rise Map as a basis for identifying areas especially vulnerable to sea level rise, in order to develop policies for adaptation and enhance the funding potential of infrastructure adaptation projects.

Objective 14.4. Construction of all improvements and facilities included within other plan elements shall be monitored through the land development review process, which shall ensure that the County is not required to construct improvements beyond its financial capacity.

Policy 14.4.1. Land development regulations shall be revised and adopted pursuant to Florida Statutes, Chapter 163 to ensure that all the objectives within the Comprehensive Plan are accomplished.

Objective 14.5. Land use decisions shall be made based on the planned availability of resources to provide sufficient improvements to maintain adopted levels of service.

Policy 14.5.1. Recommendations on proposed land use changes shall be based on an analysis of infrastructure planned to support the area.

Objective 14.6. Development orders will be issued based on the availability of infrastructure required to maintain the adopted levels of service discussed in other elements of this Comprehensive Plan.

Policy 14.6.5. Development shall be deferred in those areas without sufficient public facilities to meet the adopted level of service if the above funding alternatives are not approved by the electorate and if other general revenues are not available.

Policy 14.6.6. The County shall provide the infrastructure necessary to maintain the adopted levels of service standards as identified in the respective elements of the Broward County Comprehensive Plan.

Climate Change

Policy 19.3.4. Broward County shall identify public investments and infrastructure at risk from sea level rise and other climate change related impacts by 2015, and update this assessment every 5 years. Specifically, the County shall analyze vulnerability to facilities and services, including but not limited to: buildings; water and wastewater treatment plants, transmission lines and pumping stations; stormwater systems; roads, rail, bridges, and all transportation and transit infrastructure; power generation facilities and power transmission infrastructure; critical airport and seaport infrastructure; hospitals; city halls, police and fire stations.

Policy 19.3.5. Broward County shall evaluate the costs and benefits of adaptation alternatives in the location and design of new infrastructure as well as the fortification or retrofitting of existing infrastructure.

Policy 19.3.9. Broward County, in conjunction with its municipalities and partner agencies, shall work to ensure that adaptation to climate change impacts, especially sea level rise, is incorporated into the planning, siting, construction, replacement and maintenance of public infrastructure in a manner that is cost-effective and that maximizes the use of the infrastructure throughout its expected life span.

Policy 19.5.1. Broward County shall, by 2015, ensure that water and wastewater service planning and policy development considers methods for reducing utilities' "carbon footprint", including the best management practices recommended in American Waterworks Association Florida Vision 2030, which have been recognized by utilities as appropriate utility responses to climate change. Also, additional means of reducing demand for traditional energy sources at water and wastewater treatment facilities, such as through the production of energy through cogeneration systems, should be explored.

Policy 19.5.2. Broward County shall continue to develop, implement and coordinate regional water conservation initiatives, in partnership with local municipalities, water and wastewater utilities, as part of long-term water supply planning, and seek the continued support of the South Florida Water Management District and other agencies.

Policy 19.5.3. Broward County shall coordinate with local municipalities, water and wastewater utilities by 2015, to develop policies and plans that set short-, intermediate-, and long-range goals and establish adaptive management implementation strategies for water and wastewater resources under their jurisdiction to address the potential impacts of climate change, and its operational, economic, and environmental effects.

Policy 19.5.4. Broward County shall coordinate with local municipalities, water providers and water managers to ensure the adequacy of water supply facilities and infrastructure to effectively capture, store, treat, and distribute potable water under variable climate conditions, including changes in rainfall patterns, sea level rise, and flooding, with potential water quality and quantity impacts.

Policy 19.5.5. Broward County shall coordinate with the South Florida Water Management District, local utilities and neighboring counties to develop regional water demand projection scenarios that account for potential changes in (1) population and rates of water consumption; (2) municipal, industrial, and agricultural demands as temperatures increase and drought (seasonal or intra-annual) persists; and (3) water demand for energy generation due to possible changes in fuel sources over a 100-year planning horizon.

Policy 19.5.6. Broward County shall collaborate with local, regional, state and

federal partner agencies on developing the scientific and technical knowledge needed to understand the potential impacts of climate change on the region's water resources, evaluate various adaptation technologies available, and, by 2015, create an adaptive response plan. Advanced hydrological modeling and engineering evaluations by the South Florida Water Management District, U.S. Geological Survey, and U.S. Army Corps of Engineers will be especially critical to this effort.

Policy 19.5.7. Broward County shall support recurring and continued development of local integrated models and continuous data collection, to help predict and track the impacts of sea level rise on groundwater levels, saltwater intrusion, and drainage infrastructure through enhanced development and application of local hydrologic models and the use of down-scaled climate models.

Policy 19.5.10. Broward County shall continue source-water (well field) monitoring and protection programs to mitigate water supply loss due to saltwater intrusion. Specifically, Broward County should address potential impacts on the coastal aquifer from water quality changes and flooding of coastal and tidally influenced bodies of water that may occur due to more intense storms, higher surface water temperatures, and rising sea levels.

Policy 19.5.12. Broward County shall pursue the establishment of mandatory reuse zones in order to require the use of reclaimed water for irrigation, when source water is available, with the goal of reducing demands on the Biscayne Aquifer.

Policy 19.5.13. Broward County shall study whether to build, modify or relocate water, wastewater and stormwater transmission infrastructure to allow for strategic retreat from areas at risk to sea level rise.

LIST OF ACRONYMS

ADF	Average Daily Flow
ASR	Aquifer Storage & Recovery
AWS	Alternative Water Supplies
BCPFM	Broward County Population Forecasting Model
BCWWS	Broward County Water and Wastewater Services
BCPRD	Broward County Planning and Redevelopment Division
BEBR	Bureau of Economic and Business Research
BMP	Best Management Practices
BMPO	Broward Metropolitan Planning Organization
CERP	Comprehensive Everglades Restoration Plan
CUP	Consumptive Use Permit
EPGMD	Environmental Protection and Growth Management Department
EPCRD	Environmental Planning and Community Resilience Division
FAS	Floridan Aquifer System
FDEP	Florida Department of Environmental Protection
FDOH	Florida Department of Health
FPL	Florida Power and Light Corporation
FS	Florida Statutes
GOPs	Goals, Objectives, and Policies
GPD	Gallons Per Day
GPCD	Gallons Per Capita Per Day
GPM	Gallons Per Minute
IWRMMP	Integrated Water Resources Master Management Plan
IWRP	Integrated Water Resources Plan
LEC	Lower East Coast
LECRWSP	Lower East Coast Regional Water Supply Plan
LORS	Lake Okeechobee Regulation Schedule
MDF	Maximum Daily Flow
MFLs	Minimum Flow and Levels
MG	Millions of Gallons
MGD	Millions of Gallons Per Day
MGM	Millions of Gallons Per Month
MIL	Mobil Irrigation Lab
NBCRS	Northern Broward County Recharge System
NIS	NatureScape Irrigation Service
NRW	North Regional Wellfield
NRWWTP	North Regional Waste Water Treatment Plant
NSID	North Springs Improvement District
RO	Reverse Osmosis
RWSP	Regional Water Supply Plan
SAS	Surficial Aquifer System
SFWMD	South Florida Water Management District
SRW	South Regional Wellfield
TAZ	Traffic Analysis Zone

UAZ	Utility Analysis Zone
USGS	United States Geological Society
USDW	Underground Sources of Drinking Water
WPAs	Water Preserve Areas
WRRDA	Water Resources Reform and Development Act
WTP	Water Treatment Plant
WWTP	Waste Water Treatment Plant

REFERENCES

- ¹ Broward County Traffic Analysis Zones and Municipal Forecasts Update, 2014
- ² 2013 Lower East Coast Water Supply Plan Update, September 2013.
- ³ Final Report of the Reclaimed Water Work Group, 2012
- ⁴ Bureau of Economic and Business Research, Volume 47, Bulletin 168, April 2014.
- ⁵ Southeast Florida Regional Climate Change Compact Counties: Regional Climate Action Plan, October 2012.

APPENDIX A

Broward County Population Projections by Water and Wastewater Service District

Broward County Water and Wastewater Services (BCWWS) provides finished water to multiple municipalities within three service areas known as District 1, District 2, and District 3.

- **District 1** service area contains: all of Lauderdale Lakes and portions of the cities of Fort Lauderdale, Lauderdale Hill, North Lauderdale, Oakland Park, Plantation, Pompano Beach, and Tamarac,
- **District 2** service area contains: portions of the cities of Deerfield Beach, Lighthouse Point and Pompano Beach; and provides water to portions of the City of Coconut Creek as described below, and
- **District 3** service area contains: portions of the cities of Dania Beach, Davie, Fort Lauderdale, Miramar, West Park, Pembroke Park, Pembroke Pines and Hollywood; and provides water to the Fort Lauderdale-Hollywood International Airport.

The Broward County Planning and Redevelopment Division (BC PRD) is responsible for providing updated population forecasts throughout the County. The 2014 Broward County Traffic Analysis Zones (TAZs) and Municipal Forecasts Update is a demographic forecast model that was utilized to proportion the populations of each municipality served by BCWWS. See link at [Broward County Demographics Analysis](#).

A visual review of GIS map overlays showing BCWWS district service areas, municipal and TAZ boundaries were used to adjust the percentage of any partial TAZs included in each district by municipality. This resulted in an estimated total population within the BCWWS served area by municipality out to the year 2040 that approximates the BCWWS service area in the total populations within 2 percent of the BCWWS Master Plan numbers (2014) which are those included in the 2014 Broward County Water Supply Facility Work Plan.

See the District populations in the following three (3) service area tables, below.

DISTRICT 1 SERVICE AREA

Municipalities Served	2010	2015	2020	2025	2030	2035	2040
Fort Lauderdale	7,022	7,099	7,457	7,950	8,047	8,017	8,012
Lauderdale Lakes	31,346	31,944	32,133	31,924	34,030	34,583	34,728
Lauderhill	8,421	8,319	8,276	8,167	10,192	10,796	11,463
North Lauderdale	6,454	6,482	6,407	7,718	8,035	8,193	8,263
Oakland Park	12,102	12,079	12,166	12,139	12,581	12,645	12,674
Plantation	597	602	601	616	630	625	622
Pompano Beach	453	468	508	523	569	577	594
Tamarac	2,100	2,172	2,208	2,306	2,356	2,483	2,590
Unincorporated	6,921	6,923	6,918	7,640	7,804	7,783	7,727

DISTRICT 2 SERVICE AREA

Municipalities Served	2010	2015	2020	2025	2030	2035	2040
Coconut Creek	53,494	55,240	60,473	63,974	66,534	67,706	68,347
Deerfield Beach	22,515	22,890	22,806	22,687	23,259	23,207	23,070
Lighthouse Point	10,229	10,392	10,284	10,171	10,345	10,360	10,340
Pompano Beach	22,942	22,952	22,690	23,305	24,026	24,100	24,085
County Regional Facility	0	0	0	0	77	99	128

DISTRICT 3A & 3B SERVICE AREA

Municipalities Served	2010	2015	2020	2025	2030	2035	2040
Dania Beach	14,780	15,339	16,119	16,648	17,153	17,208	17,197
Davie	310	325	324	321	320	318	316
Fort Lauderdale	526	548	538	533	643	678	707
Fort Lauderdale-Hollywood International Airport	0	0	0	0	0	0	0
Hollywood	4,518	4,615	4,877	4,990	5,104	5,104	5,074
Miramar	5,258	5,161	5,089	5,012	5,865	6,118	6,417
Pembroke Park	6,028	6,231	6,345	6,245	6,795	6,955	7,031
Pembroke Pines	2,799	2,751	2,709	2,669	2,659	2,723	2,789
West Park	14,082	14,309	15,061	15,163	15,595	15,635	15,578

Appendix C

Private Individual Potable and Non-potable Water Uses in the City



CUP PERMITS IN THE CITY OF POMPANO BEACH SERVICE AREA

SFWMD Permit Number ¹	Application Number ¹	Permit Type ¹	Potential Major Reuse User ¹	Source ¹	Acres Service ¹	Well Casing Diameter (ft) ¹	Well Depth (ft) ¹	Pump/Well ¹	Facility Status ¹	Water Use ¹	Pump/Well ID No. ¹	CUP Pump Capacity (gpm) ¹	Total Annual Allocation (MGPY) ^{2,3,4}	Total Maximum Month Allocation (MGPM) ^{2,3}	CUP Expiration Date ^{2,3}	Comments ³	Total Annual Allocation (GPD) ^{2,3,4}	Offset (Y/N)
06-01914-W	111219-8	INDIVIDUAL	OAKS AND CYPRESS COURSES	On-site Lake(s)	260	4	0	PUMP	EXISTING	IRRIGATION	41036	300	355.00	45.42	2/15/2027		972,603	Y
06-01914-W	111219-8	INDIVIDUAL	OAKS AND CYPRESS COURSES	On-site Lake(s)	260	6	0	PUMP	EXISTING	IRRIGATION	41035	750	355.00	45.42	2/15/2027		972,603	Y
06-01914-W	111219-8	INDIVIDUAL	OAKS AND CYPRESS COURSES	On-site Lake(s)	260	4	0	PUMP	EXISTING	IRRIGATION	41034	0	355.00	45.42	2/15/2027		972,603	Y
06-01914-W	111219-8	INDIVIDUAL	OAKS AND CYPRESS COURSES	On-site Lake(s)	260	6	0	PUMP	EXISTING	IRRIGATION	41033	0	355.00	45.42	2/15/2027		972,603	Y
06-01914-W	111219-8	INDIVIDUAL	OAKS AND CYPRESS COURSES	Biscayne Aquifer	260	0	80	WELL	EXISTING	IRRIGATION	27073	0	355.00	45.42	2/15/2027		972,603	Y
06-01914-W	111219-8	INDIVIDUAL	OAKS AND CYPRESS COURSES	Biscayne Aquifer	260	0	80	WELL	EXISTING	IRRIGATION	27072	0	355.00	45.42	2/15/2027		972,603	Y
06-01914-W	111219-8	INDIVIDUAL	OAKS AND CYPRESS COURSES	Biscayne Aquifer	260	0	80	WELL	EXISTING	IRRIGATION	27071	0	355.00	45.42	2/15/2027		972,603	Y
06-01747-W	110822-12	INDIVIDUAL	PINES AND SABALS	SFWMD Canal (C-14)	158.02	8	0	PUMP	EXISTING	IRRIGATION	41536	750	215.00	29.73	5/7/2032		589,041	Y
06-01747-W	110822-12	INDIVIDUAL	PINES AND SABALS	Pompano Canal	158.02	8	0	PUMP	EXISTING	IRRIGATION	41536	750	215.00	29.73	5/7/2032		589,041	Y
06-01747-W	110822-12	INDIVIDUAL	PINES AND SABALS	Biscayne Aquifer	158.02	0	90	WELL	EXISTING	IRRIGATION	28402	400	215.00	29.73	5/7/2032		589,041	Y
06-00193-W	130621-12	GENERAL PERMIT	ISLE CASINO RACING POMPANO PARK	Biscayne Aquifer	65	0	80	WELL	EXISTING	IRRIGATION	265934	36	79.48	10.92	9/14/2027		217,753	Y
06-00193-W	130621-12	GENERAL PERMIT	ISLE CASINO RACING POMPANO PARK	Biscayne Aquifer	65	0	80	WELL	EXISTING	IRRIGATION	265933	200	79.48	10.92	9/14/2027		217,753	Y
06-00193-W	130621-12	GENERAL PERMIT	ISLE CASINO RACING POMPANO PARK	Biscayne Aquifer	65	0	80	WELL	EXISTING	IRRIGATION	31662	200	79.48	10.92	9/14/2027		217,753	Y
06-00193-W	130621-12	GENERAL PERMIT	ISLE CASINO RACING POMPANO PARK	Biscayne Aquifer	65	0	80	WELL	EXISTING	IRRIGATION	31660	200	79.48	10.92	9/14/2027		217,753	Y
06-00193-W	130621-12	GENERAL PERMIT	ISLE CASINO RACING POMPANO PARK	Biscayne Aquifer	65	0	80	WELL	EXISTING	IRRIGATION	31659	0	79.48	10.92	9/14/2027		217,753	Y
06-00193-W	130621-12	GENERAL PERMIT	ISLE CASINO RACING POMPANO PARK	Biscayne Aquifer	65	0	80	WELL	EXISTING	IRRIGATION	31658	250	79.48	10.92	9/14/2027		217,753	Y
06-00193-W	130621-12	GENERAL PERMIT	ISLE CASINO RACING POMPANO PARK	Biscayne Aquifer	65	0	80	WELL	EXISTING	IRRIGATION	31657	81	79.48	10.92	9/14/2027		217,753	Y
06-00068-W	100614-11	INDIVIDUAL	FOREST LAWN NORTH	Biscayne Aquifer	34.5	0	100	WELL	EXISTING	IRRIGATION	24453	500	35.51	4.54	12/23/2030		97,298	Y
06-00068-W	100614-11	INDIVIDUAL	FOREST LAWN NORTH	Biscayne Aquifer	34.5	0	100	WELL	EXISTING	IRRIGATION	14602	300	35.51	4.54	12/23/2030		97,298	Y
06-01309-W	061208-38	GENERAL PERMIT	CRYSTAL SUB MODIFICATION	Biscayne Aquifer	10.26	0	60	WELL	EXISTING	IRRIGATION	196423	50	24.54	3.15	3/24/2027		67,225	Y
06-01309-W	061208-38	GENERAL PERMIT	CRYSTAL SUB MODIFICATION	Biscayne Aquifer	10.26	0	60	WELL	EXISTING	IRRIGATION	196416	50	24.54	3.15	3/24/2027		67,225	Y
06-01309-W	061208-38	GENERAL PERMIT	CRYSTAL SUB MODIFICATION	Biscayne Aquifer	10.26	0	60	WELL	EXISTING	IRRIGATION	196414	50	24.54	3.15	3/24/2027		67,225	Y
06-04648-W	060406-29	GENERAL PERMIT	ATLANTIC WEST, MARGATE, FOREST HILLS, MARKHAM ELEM/MARGATE M	Surficial Aquifer System	17.6	0	80	WELL	EXISTING	IRRIGATION	191956	120	22.74	2.99	7/31/2026		62,307	Y
06-05311-W	060406-31	GENERAL PERMIT	CROSS CREEK/CRESTHAVEN/CYPRESS ELEM/CRYSTAL LAKES MIDDLE	Biscayne Aquifer	17.25	0	80	WELL	EXISTING	IRRIGATION	218734	150	22.57	2.95	2/15/2028		61,838	Y
06-05311-W	060406-31	GENERAL PERMIT	CROSS CREEK/CRESTHAVEN/CYPRESS ELEM/CRYSTAL LAKES MIDDLE	Biscayne Aquifer	17.25	0	80	WELL	EXISTING	IRRIGATION	218731	100	22.57	2.95	2/15/2028		61,838	Y
06-02987-W	011105-14	INDIVIDUAL	ATLANTIC BUSINESS CENTER	On-site Lake(s)	17.8	3	0	PUMP	EXISTING	IRRIGATION	193588	200	22.35	2.98	9/19/2026		61,242	Y
06-02987-W	011105-14	INDIVIDUAL	ATLANTIC BUSINESS CENTER	On-site Lake(s)	17.8	3	0	PUMP	EXISTING	IRRIGATION	193587	125	22.35	2.98	9/19/2026		61,242	Y
06-02987-W	011105-14	INDIVIDUAL	ATLANTIC BUSINESS CENTER	On-site Lake(s)	17.8	3	0	PUMP	EXISTING	IRRIGATION	193586	75	22.35	2.98	9/19/2026		61,242	Y
06-02987-W	011105-14	INDIVIDUAL	ATLANTIC BUSINESS CENTER	On-site Lake(s)	17.8	4	0	PUMP	EXISTING	IRRIGATION	193585	350	22.35	2.98	9/19/2026		61,242	Y
06-02987-W	011105-14	INDIVIDUAL	ATLANTIC BUSINESS CENTER	On-site Lake(s)/Pond(s)	17.8	3	0	PUMP	EXISTING	IRRIGATION	42520	158	22.35	2.98	9/19/2026		61,242	Y
06-03639-W	091026-5	GENERAL PERMIT	PALM AIRE CONDOMINIUM 11	SFWMD Canal (C-14)	23.5	4	0	PUMP	EXISTING	IRRIGATION	128926	350	21.82	2.79	6/1/2030		59,781	Y
06-02023-W	010816-6	GENERAL PERMIT	SOUTH FLORIDA WATER MANAGEMENT FIELD OFFICE - DAVIE	SFWMD Canal (C-14)	19.18	2	0	PUMP	EXISTING	IRRIGATION	111020	59	1.10	0.15	11/14/2014	Permit Specifies Total Annual Allocation (MGPY) 21.10 and Total Maximum Month Allocation (MGPM) 2.96. this is for all structures in Broward County -. Values Prorated to 1 acres for the G-57 structure	3,014	Y

CUP PERMITS IN THE CITY OF POMPANO BEACH SERVICE AREA

SFWMD Permit Number ¹	Application Number ¹	Permit Type ¹	Potential Major Reuse User ¹	Source ¹	Acres Service ¹	Well Casing Diameter (ft) ¹	Well Depth (ft) ¹	Pump/Well ¹	Facility Status ¹	Water Use ¹	Pump/Well ID No. ¹	CUP Pump Capacity (gpm) ¹	Total Annual Allocation (MGPY) ^{2,3,4}	Total Maximum Month Allocation (MGPM) ^{2,3}	CUP Expiration Date ^{2,3}	Comments ³	Total Annual Allocation (GPD) ^{2,3,4}	Offset (Y/N)
06-02023-W	010816-6	GENERAL PERMIT	SOUTH FLORIDA WATER MANAGEMENT FIELD OFFICE - DAVIE	SFWMD Canal (C-14)	19.18	2	0	PUMP	EXISTING	IRRIGATION	111016	47	1.10	0.15	11/14/2014	Permit Specifies Total Annual Allocation (MGPY) 21.10 and Total Maximum Month Allocation (MGPM) 2.96. this is for all structures in Broward County -. Values Prorated to 1 acres for the G-57 structure	3,014	Y
06-05123-W	060406-38	GENERAL PERMIT	BENNETT, SAWGRASS, PARK LAKES ELEM/CHARLES DREW FAMILY RESOURCES	Biscayne Aquifer	16.5	0	80	WELL	EXISTING	IRRIGATION	214693	300	20.59	2.89	7/16/2027		56,402	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	On-site Lake(s)	15	3	0	PUMP	EXISTING	IRRIGATION	197251	200	20.42	2.82	6/17/2032		55,942	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	On-site Lake(s)	15	3	0	PUMP	EXISTING	IRRIGATION	197250	200	20.42	2.82	6/17/2032		55,942	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	On-site Lake(s)	15	4	0	PUMP	EXISTING	IRRIGATION	197249	250	20.42	2.82	6/17/2032		55,942	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	On-site Lake(s)	15	3	0	PUMP	EXISTING	IRRIGATION	197248	100	20.42	2.82	6/17/2032		55,942	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	On-site Lake(s)	15	3	0	PUMP	EXISTING	IRRIGATION	197247	200	20.42	2.82	6/17/2032		55,942	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	On-site Lake(s)	15	4	0	PUMP	EXISTING	IRRIGATION	197246	250	20.42	2.82	6/17/2032		55,942	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	On-site Lake(s)	15	4	0	PUMP	EXISTING	IRRIGATION	197245	250	20.42	2.82	6/17/2032		55,942	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	SFWMD Canal (C-14)	15	2.5	0	PUMP	EXISTING	IRRIGATION	197244	150	20.42	2.82	6/17/2032		55,942	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	SFWMD Canal (C-14)	15	2.5	0	PUMP	EXISTING	IRRIGATION	197243	150	20.42	2.82	6/17/2032		55,942	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	On-site Lake(s)	15	2.5	0	PUMP	EXISTING	IRRIGATION	197242	150	20.42	2.82	6/17/2032		55,942	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	On-site Lake(s)	15	2.5	0	PUMP	EXISTING	IRRIGATION	197241	150	20.42	2.82	6/17/2032		55,942	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	On-site Lake(s)	15	3	0	PUMP	EXISTING	IRRIGATION	197237	200	20.42	2.82	6/17/2032		55,942	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	On-site Lake(s)	15	3	0	PUMP	EXISTING	IRRIGATION	197236	200	20.42	2.82	6/17/2032		55,942	Y
06-04909-W	120315-10	GENERAL PERMIT	CYPRESS BEND PROTECTIVE CORPORATION	On-site Lake(s)	15	2.5	0	PUMP	EXISTING	IRRIGATION	197235	150	20.42	2.82	6/17/2032		55,942	Y
06-01287-W	100121-16	GENERAL PERMIT	BLANCHE ELY HIGH SCHOOL - STADIUM	Surficial Aquifer System	14.78	0	40	WELL	EXISTING	IRRIGATION	253938	250	20.19	2.58	3/22/2030		55,310	Y
06-01287-W	100121-16	GENERAL PERMIT	BLANCHE ELY HIGH SCHOOL - STADIUM	Surficial Aquifer System	14.78	0	60	WELL	EXISTING	IRRIGATION	29648	300	20.19	2.58	3/22/2030		55,310	Y
06-01287-W	100121-16	GENERAL PERMIT	BLANCHE ELY HIGH SCHOOL - STADIUM	Surficial Aquifer System	14.78	0	80	WELL	PENDING	IRRIGATION	29647	350	20.19	2.58	3/22/2030		55,310	Y
06-05134-W	060406-30	GENERAL PERMIT	ATLANTIC VOCATIONAL & POMPANO BEACH MIDDLE	Biscayne Aquifer	16.5	0	80	WELL	EXISTING	IRRIGATION	214816	120	20.11	2.79	8/4/2027		55,086	Y
06-05134-W	060406-30	GENERAL PERMIT	ATLANTIC VOCATIONAL & POMPANO BEACH MIDDLE	Biscayne Aquifer	16.5	0	80	WELL	EXISTING	IRRIGATION	214815	150	20.11	2.79	8/4/2027		55,086	Y
06-01194-W	040420-3	INDIVIDUAL	PALM AIRE CONDO #5	SFWMD Canal (C-14)	15	3	0	PUMP	PENDING	IRRIGATION	151121	100	19.52	2.68	5/17/2024		53,467	Y
06-01194-W	040420-3	INDIVIDUAL	PALM AIRE CONDO #5	SFWMD Canal (C-14)	15	5	0	PUMP	PENDING	IRRIGATION	151118	350	19.52	2.68	5/17/2024		53,467	Y
06-01194-W	040420-3	INDIVIDUAL	PALM AIRE CONDO #5	SFWMD Canal (C-14)	15	5	0	PUMP	PENDING	IRRIGATION	151117	350	19.52	2.68	5/17/2024		53,467	Y
06-03180-W	010302-13	GENERAL PERMIT	JOHN KNOX VILLAGE	On-site Lake(s)/Pond(s)	14.25	2	0	PUMP	EXISTING	IRRIGATION	105260	160	19.25	2.41	4/30/2021		52,738	Y
06-03180-W	010302-13	GENERAL PERMIT	JOHN KNOX VILLAGE	On-site Lake(s)/Pond(s)	14.25	2	0	PUMP	EXISTING	IRRIGATION	105259	160	19.25	2.41	4/30/2021		52,738	Y
06-03180-W	010302-13	GENERAL PERMIT	JOHN KNOX VILLAGE	On-site Lake(s)/Pond(s)	14.25	2	0	PUMP	EXISTING	IRRIGATION	105258	160	19.25	2.41	4/30/2021		52,738	Y
06-03180-W	010302-13	GENERAL PERMIT	JOHN KNOX VILLAGE	On-site Lake(s)/Pond(s)	14.25	2	0	PUMP	EXISTING	IRRIGATION	105249	160	19.25	2.41	4/30/2021		52,738	Y
06-03180-W	010302-13	GENERAL PERMIT	JOHN KNOX VILLAGE	On-site Lake(s)/Pond(s)	14.25	0	110	WELL	EXISTING	IRRIGATION	105242	200	19.25	2.41	4/30/2021		52,738	Y
06-03180-W	010302-13	GENERAL PERMIT	JOHN KNOX VILLAGE	On-site Lake(s)/Pond(s)	14.25	0	110	WELL	EXISTING	IRRIGATION	105241	200	19.25	2.41	4/30/2021		52,738	Y
06-03180-W	010302-13	GENERAL PERMIT	JOHN KNOX VILLAGE	On-site Lake(s)/Pond(s)	14.25	0	110	WELL	EXISTING	IRRIGATION	105246	200	19.25	2.41	4/30/2021		52,738	Y
06-03180-W	010302-13	GENERAL PERMIT	JOHN KNOX VILLAGE	Surficial Aquifer System	14.25	0	110	WELL	EXISTING	IRRIGATION	105244	200	19.25	2.41	4/30/2021		52,738	Y

CUP PERMITS IN THE CITY OF POMPANO BEACH SERVICE AREA

SFWM D Permit Number ¹	Application Number ¹	Permit Type ¹	Potential Major Reuse User ¹	Source ¹	Acres Service ¹	Well Casing Diameter (ft) ¹	Well Depth (ft) ¹	Pump/Well ¹	Facility Status ¹	Water Use ¹	Pump/Well ID No. ¹	CUP Pump Capacity (gpm) ¹	Total Annual Allocation (MGPY) ^{2,3,4}	Total Maximum Month Allocation (MGPM) ^{2,3}	CUP Expiration Date ^{2,3}	Comments ³	Total Annual Allocation (GPD) ^{2,3,4}	Offset (Y/N)
06-03180-W	010302-13	GENERAL PERMIT	JOHN KNOX VILLAGE	Surficial Aquifer System	14.25	2	0	PUMP	EXISTING	IRRIGATION	105257	160	19.25	2.41	4/30/2021		52,738	Y
06-04098-W	050825-9	GENERAL PERMIT	CANAL POINTE PARK	Off-site Canal(s)	12.39	0	120	WELL	EXISTING	IRRIGATION	181777	120	16.92	2.16	5/24/2024		46,366	Y
06-04098-W	050825-9	GENERAL PERMIT	CANAL POINTE PARK	Off-site Canal(s)	12.39	3	0	PUMP	EXISTING	IRRIGATION	151666	120	16.92	2.16	5/24/2024		46,366	Y
06-04098-W	050825-9	GENERAL PERMIT	CANAL POINTE PARK	Biscayne Aquifer	12.39	3	0	PUMP	PENDING	IRRIGATION	151513	120	16.92	2.16	5/24/2024		46,366	Y
06-04590-W	070108-24	GENERAL PERMIT	ORCHID GROVE	On-site Lake(s)	9.7	3	0	PUMP	PENDING	IRRIGATION	191332	400	13.25	1.69	4/22/2026		36,300	Y
06-04206-W	040922-12	GENERAL PERMIT	MITCHELL MOORE PARK	Broward County WCD Canal System	10.3	2	0	PUMP	PENDING	IRRIGATION	159512	35	12.93	1.72	10/11/2024		35,438	Y
06-04206-W	040922-12	GENERAL PERMIT	MITCHELL MOORE PARK	Broward County WCD Canal System	10.3	2	0	PUMP	PENDING	IRRIGATION	159512	35	12.93	1.72	10/11/2024		35,438	Y
06-04206-W	040922-12	GENERAL PERMIT	MITCHELL MOORE PARK	Broward County WCD Canal System	10.3	3	0	PUMP	PENDING	IRRIGATION	159511	250	12.93	1.72	10/11/2024		35,438	Y
06-04206-W	040922-12	GENERAL PERMIT	MITCHELL MOORE PARK	Off-site Canal(s)	10.3	3	0	PUMP	PENDING	IRRIGATION	159511	250	12.93	1.72	10/11/2024		35,438	Y
06-04206-W	040922-12	GENERAL PERMIT	MITCHELL MOORE PARK	Off-site Canal(s)	10.3	3	0	PUMP	PENDING	IRRIGATION	159510	250	12.93	1.72	10/11/2024		35,438	Y
06-04206-W	040922-12	GENERAL PERMIT	MITCHELL MOORE PARK	Off-site Canal(s)	10.3	3	0	PUMP	PENDING	IRRIGATION	159510	250	12.93	1.72	10/11/2024		35,438	Y
06-01838-W	120309-7	GENERAL PERMIT	POMPANO BEACH ELEMENTARY SCHOOL	Biscayne Aquifer	15	0	63	WELL	PENDING	IRRIGATION	2197	200	12.71	1.77	3/12/2013		34,826	Y
06-05228-W	070911-8	GENERAL PERMIT	GOLDEN ACRES	On-site Lake(s)/Pond(s)	13.6	3	0	PUMP	PENDING	IRRIGATION	216822	155	12.30	1.96	11/10/2027		33,693	Y
06-05228-W	070911-8	GENERAL PERMIT	GOLDEN ACRES	On-site Lake(s)/Pond(s)	13.6	3	0	PUMP	PENDING	IRRIGATION	216821	155	12.30	1.96	11/10/2027		33,693	Y
06-06556-W	120824-4	GENERAL PERMIT	CONDO 2	Biscayne Aquifer	9	0	120	WELL	PENDING	IRRIGATION	263398	140	12.25	1.69	9/19/2032		33,567	Y
06-04420-W	050628-14	GENERAL PERMIT	POMPANO CENTER OF COMMERCE	On-site Lake(s)	8.95	7	0	PUMP	PENDING	IRRIGATION	177288	120	12.23	1.56	11/22/2025		33,493	Y
06-04592-W	060208-10	GENERAL PERMIT	HUNTERS MANOR PARK	Biscayne Aquifer	8.25	0	100	WELL	PENDING	IRRIGATION	191379	225	10.36	1.38	4/9/2026		28,384	Y
06-04305-W	050120-15	GENERAL PERMIT	POMPANO BEACH INSTITUTE AND STONEMAN DOUGLAS HIGH SCHOOL	Biscayne Aquifer	10.25	0	95	WELL	EXISTING	IRRIGATION	167122	180	10.31	1.55	8/6/2025		28,239	Y
06-05285-W	070911-2	GENERAL PERMIT	WAL MART SUPERCENTER STORE 2962	On-site Lake(s)/Pond(s)	8	7.4	0	PUMP	EXISTING	IRRIGATION	218036	120	10.05	1.34	12/24/2027		27,524	Y
06-03315-W	010815-5	GENERAL PERMIT	SUNTRUST BANK - BROWARD	Biscayne Aquifer	7.5	0	60	WELL	EXISTING	IRRIGATION	110778	20	8.45	1.24	9/7/2021		23,145	Y
06-04466-W	050908-11	GENERAL PERMIT	ROYAL POINT AT PALM AIRE	On-site Lake(s)/Pond(s)	6.43	4	0	PUMP	PENDING	IRRIGATION	182843	80	8.07	1.08	4/1/2026		22,123	Y
06-04200-W	040907-8	GENERAL PERMIT	SOUTHEASTERN FREIGHT-POMPANO	Biscayne Aquifer	6.37	0	80	WELL	PENDING	IRRIGATION	158703	65	8.00	1.07	9/17/2024		21,916	Y
06-05140-W	070626-15	GENERAL PERMIT	ROYAL PALM COMMERCE PARK	Biscayne Aquifer	5.66	0	70	WELL	PENDING	IRRIGATION	214937	100	7.73	0.99	9/28/2027		21,181	Y
06-06207-W	101207-14	GENERAL PERMIT	CAPTIVA COVE	On-site Lake(s)/Pond(s)	1	4	0	PUMP	PENDING	IRRIGATION	258369	180	7.70	0.99	12/23/2030		21,104	Y
06-06653-W	130311-17	GENERAL PERMIT	ST JOSEPH HAITIAN MISSION	Biscayne Aquifer	5.53	0	75	WELL	EXISTING	IRRIGATION	265105	50	7.53	1.04	6/28/2033		20,625	Y
06-06758-W	130821-4	GENERAL PERMIT	HIGHLAND OAKS	Biscayne Aquifer	10.75	0	60	WELL	PENDING	IRRIGATION	266557	100	6.29	0.88	9/20/2033		17,233	Y
06-06758-W	130821-4	GENERAL PERMIT	HIGHLAND OAKS	Biscayne Aquifer	10.75	0	60	WELL	PENDING	IRRIGATION	266556	150	6.29	0.88	9/20/2033		17,233	Y
06-01547-W	110620-17	GENERAL PERMIT	CHARLES DREW ELEMENTARY SCHOOL	Broward County	4.5	3	0	PUMP	EXISTING	IRRIGATION	36490	150	5.65	0.75	7/13/2031		15,482	Y
06-01547-W	110620-17	GENERAL PERMIT	CHARLES DREW ELEMENTARY SCHOOL	Biscayne Aquifer	4.5	0	120	WELL	EXISTING	IRRIGATION	9276	440	5.65	0.75	7/13/2031		15,482	Y
06-03703-W	021008-2	GENERAL PERMIT	REGENCY GARDEN APARTMENTS	Biscayne Aquifer	4.6	0	90	WELL	PENDING	IRRIGATION	127011	120	5.41	0.75	12/23/2022		14,822	Y
06-03407-W	011116-22	GENERAL PERMIT	SANDERS PARK ELEMENTARY	Biscayne Aquifer	4	0	100	WELL	PENDING	IRRIGATION	115359	200	4.42	0.62	1/15/2022		12,113	Y
06-03895-W	030731-17	GENERAL PERMIT	EAGLE POINTE	Surficial Aquifer System	3.2	0	100	WELL	PENDING	IRRIGATION	137141	100	3.76	0.52	8/27/2023		10,311	Y
06-04020-W	040115-2	GENERAL PERMIT	ATLANTIC PALMS APARTMENTS	Biscayne Aquifer	2.65	0	140	WELL	PENDING	IRRIGATION	145477	130	3.62	0.46	1/28/2024		9,917	Y
06-03435-W	020204-3	GENERAL PERMIT	POMPANO BUSINESS PARK	On-site Lake(s)/Pond(s)	4	3	0	PUMP	EXISTING	IRRIGATION	116380	40	3.53	0.49	3/6/2022		9,667	Y
06-04347-W	050308-14	GENERAL PERMIT	DELTA TRANSFER CORPORATION	Off-site Canal(s)	2.5	2	0	PUMP	EXISTING	IRRIGATION	170277	150	3.41	0.44	3/31/2025		9,356	Y
06-05863-W	090820-5	GENERAL PERMIT	TRUCK STAGING	Biscayne Aquifer	2.71	0	50	WELL	EXISTING	IRRIGATION	231398	75	3.40	0.45	10/19/2029		9,324	Y
06-05927-W	091112-6	GENERAL PERMIT	AMERIGAS	Biscayne Aquifer	2.5	0	70	WELL	PENDING	IRRIGATION	253221	90	3.14	0.42	1/11/2030		8,601	Y
06-06210-W	101214-15	GENERAL PERMIT	HOUSE OF GOD - POMPANO	Surficial Aquifer System	2.5	0	100	WELL	PENDING	IRRIGATION	258373	100	3.14	0.42	1/25/2031		8,600	Y
06-06594-W	121113-3	GENERAL PERMIT	PALM AIRE COUNTRY CLUB APARTMENTS - BUILDING 52	Biscayne Aquifer	2.3	0	120	WELL	PENDING	IRRIGATION	263987	80	3.13	0.43	12/10/2032		8,578	Y
06-05450-W	080410-10	GENERAL PERMIT	ISLAMIC CENTER OF SOUTH FLORIDA	Biscayne Aquifer	2.29	0	80	WELL	PENDING	IRRIGATION	222137	150	2.86	0.40	11/9/2031		7,845	Y

CUP PERMITS IN THE CITY OF POMPANO BEACH SERVICE AREA

SFWM D Permit Number ¹	Application Number ¹	Permit Type ¹	Potential Major Reuse User ¹	Source ¹	Acres Service ¹	Well Casing Diameter (ft) ¹	Well Depth (ft) ¹	Pump/Well ¹	Facility Status ¹	Water Use ¹	Pump/Well ID No. ¹	CUP Pump Capacity (gpm) ¹	Total Annual Allocation (MGPY) ^{2,3,4}	Total Maximum Month Allocation (MGPM) ^{2,3}	CUP Expiration Date ^{2,3}	Comments ³	Total Annual Allocation (GPD) ^{2,3,4}	Offset (Y/N)
06-03402-W	011206-11	GENERAL PERMIT	MT CALVARY MISSIONARY BAPTIST CHURCH	Biscayne Aquifer	2.41	0	120	WELL	PENDING	IRRIGATION	114709	100	2.83	0.40	12/28/2021		7,765	Y
06-03318-W	010702-8	GENERAL PERMIT	CONTRACTOR'S BUSINESS PARK	Off-site Canal(s)	2.4	3	0	PUMP	PENDING	IRRIGATION	110848	100	2.83	0.39	8/31/2021		7,753	Y
06-04225-W	041014-5	GENERAL PERMIT	BUDGET	Surficial Aquifer System	2.19	0	60	WELL	PENDING	IRRIGATION	160421	100	2.75	0.37	11/1/2024		7,535	Y
06-06501-W	120529-1	GENERAL PERMIT	AYCO GROUP L L C NEW DISTRIBUTION CENTER	Biscayne Aquifer	2.02	0	90	WELL	PENDING	IRRIGATION	262559	60	2.75	0.38	6/27/2032		7,532	Y
06-04887-W	061020-26	GENERAL PERMIT	CYPRESS PARK CONDOMINIUM	Pompano Canal	2	4	0	PUMP	EXISTING	IRRIGATION	195686	220	2.73	0.35	2/17/2027		7,484	Y
06-03688-W	020925-2	GENERAL PERMIT	LAGUNA POINTE	Biscayne Aquifer	6.8	0	120	WELL	PENDING	IRRIGATION	126244	100	2.65	0.36	12/6/2022		7,270	Y
06-05038-W	070320-16	GENERAL PERMIT	TURNPIKE DISTRIBUTION CENTER	On-site Lake(s)	2.05	3	0	PUMP	PENDING	IRRIGATION	212872	105	2.57	0.34	5/18/2027		7,053	Y
06-05290-W	071115-6	GENERAL PERMIT	WESTGATE CENTER	Off-site Canal(s)	2	2	0	PUMP	EXISTING	IRRIGATION	218161	100	2.51	0.33	12/3/2027		6,881	Y
06-06243-W	110128-4	GENERAL PERMIT	ALLEGIANCE CRANE AND EQUIPMENT	Biscayne Aquifer	1.94	0	90	WELL	PENDING	IRRIGATION	258682	50	2.44	0.32	2/24/2031		6,674	Y
06-03566-W	020610-13	GENERAL PERMIT	SOUTHWEST COMMUNITY CENTER	SFWM D Canal (C-14)	1.98	6	0	PUMP	PENDING	IRRIGATION	121282	80	2.42	0.33	8/16/2022		6,633	Y
06-05021-W	070326-3	GENERAL PERMIT	ASUMPTION CHURCH	Water Table Aquifer	1	0	20	WELL	PENDING	IRRIGATION	198764	80	2.41	0.35	7/1/2027		6,601	Y
06-05021-W	070326-3	GENERAL PERMIT	ASUMPTION CHURCH	Water Table Aquifer	1	0	20	WELL	PENDING	IRRIGATION	198763	80	2.41	0.35	7/1/2027		6,601	Y
06-04205-W	040921-11	GENERAL PERMIT	J D INTERNATIONAL LIGHTING	Surficial Aquifer System	1.89	0	80	WELL	PENDING	IRRIGATION	162939	35	2.37	0.32	11/15/2024		6,503	Y
06-04205-W	040921-11	GENERAL PERMIT	J D INTERNATIONAL LIGHTING	Surficial Aquifer System	1.89	0	80	WELL	PENDING	IRRIGATION	162937	65	2.37	0.32	11/15/2024		6,503	Y
06-03532-W	020617-19	GENERAL PERMIT	JAMES A SCARRY	Biscayne Aquifer	2	0	88	WELL	PENDING	IRRIGATION	119840	150	2.21	0.31	8/2/2022		6,057	Y
06-04043-W	040213-3	GENERAL PERMIT	JMA INVESTMENT INC	Surficial Aquifer System	1.6	0	125	WELL	PENDING	IRRIGATION	147150	80	2.19	0.28	4/13/2024		5,988	Y
06-04104-W	040512-8	GENERAL PERMIT	CIP 04-876 AVONDALE PARK	Off-site Canal(s)	1.52	3	0	PUMP	PENDING	IRRIGATION	151711	110	2.08	0.27	5/26/2024		5,688	Y
06-04104-W	040512-8	GENERAL PERMIT	CIP 04-876 AVONDALE PARK	Pompano Canal	1.52	3	0	PUMP	PENDING	IRRIGATION	151711	110	2.08	0.27	5/26/2024		5,688	Y
06-04349-W	050308-9	GENERAL PERMIT	MERCEDE EXECUTIVE PARK LLC	Biscayne Aquifer	4.8	0	90	WELL	EXISTING	IRRIGATION	169689	95	1.88	0.25	6/10/2025		5,161	Y
06-03757-W	030213-14	GENERAL PERMIT	PINE CREST SCHOOL TRANSPORTATION FACILITY	Biscayne Aquifer	1.6	0	50	WELL	EXISTING	IRRIGATION	129441	15	1.88	0.26	2/28/2023		5,155	Y
06-06424-W	111219-2	GENERAL PERMIT	POMPANO MERCHANDISE MART I I	Biscayne Aquifer	1.25	0	100	WELL	EXISTING	IRRIGATION	261294	50	1.70	0.24	12/24/2031		4,660	Y
06-06424-W	111219-2	GENERAL PERMIT	POMPANO MERCHANDISE MART I I	Biscayne Aquifer	1.25	0	100	WELL	EXISTING	IRRIGATION	261293	60	1.70	0.24	12/24/2031		4,660	Y
06-06634-W	130128-4	GENERAL PERMIT	NATMI TRUCK TERMINAL	Broward County WCD Canal System	1.2	3	0	PUMP	PENDING	IRRIGATION	264811	75	1.63	0.23	2/19/2033		4,474	Y
06-06674-W	130411-3	GENERAL PERMIT	U S A STORAGE	Biscayne Aquifer	1.2	0	70	WELL	PENDING	IRRIGATION	265420	65	1.63	0.23	5/3/2033		4,474	Y
06-04022-W	031224-9	GENERAL PERMIT	POMPANO MARKETPLACE	Biscayne Aquifer	1.3	0	50	WELL	PENDING	IRRIGATION	145701	80	1.63	0.22	1/27/2024		4,473	Y
06-04022-W	031224-9	GENERAL PERMIT	POMPANO MARKETPLACE	Biscayne Aquifer	1.3	0	50	WELL	PENDING	IRRIGATION	145699	80	1.63	0.22	1/27/2024		4,473	Y
06-06514-W	120604-2	GENERAL PERMIT	731HAMMONDVILLE ROAD TRUCK	Biscayne Aquifer	1.25	0	80	WELL	PENDING	IRRIGATION	262692	70	1.56	0.22	6/29/2032		4,282	Y
06-04509-W	051021-9	INDIVIDUAL	PALM AIRE	Biscayne Aquifer	1	0	120	WELL	PENDING	IRRIGATION	187746	40	1.37	0.17	12/20/2025		3,742	Y
06-06368-W	110907-4	GENERAL PERMIT	PINK PONY POMPANO	Broward County WCD Canal System	1	2	0	PUMP	EXISTING	IRRIGATION	260355	60	1.36	0.19	9/28/2031		3,729	Y
06-01132-W	090707-5	GENERAL PERMIT	NORTH AREA BUS FACILITY	Broward County WCD Canal System	1.04	2.5	0	PUMP	EXISTING	IRRIGATION	36271	85	1.31	0.17	11/30/2029		3,578	Y
06-04408-W	090728-13	GENERAL PERMIT	ST COLEMANS CHURCH	Biscayne Aquifer	1	0	35	WELL	EXISTING	IRRIGATION	230694	175	1.26	0.17	6/24/2025		3,441	Y
06-04408-W	090728-13	GENERAL PERMIT	ST COLEMANS CHURCH	Biscayne Aquifer	1	0	35	WELL	PENDING	IRRIGATION	174854	90	1.26	0.17	6/24/2025		3,441	Y
06-04545-W	051208-4	GENERAL PERMIT	PENTA'S STORAGE YARD	Biscayne Aquifer	1	0	90	WELL	PENDING	IRRIGATION	189657	50	1.26	0.17	2/6/2026		3,441	Y
06-04912-W	061117-4	GENERAL PERMIT	TURENNE WELL	Biscayne Aquifer	1	0	50	WELL	PENDING	IRRIGATION	214080	100	1.26	0.17	7/13/2027		3,441	Y

CUP PERMITS IN THE CITY OF POMPANO BEACH SERVICE AREA

SFWMD Permit Number ¹	Application Number ¹	Permit Type ¹	Potential Major Reuse User ¹	Source ¹	Acres Service ¹	Well Casing Diameter (ft) ¹	Well Depth (ft) ¹	Pump/Well ¹	Facility Status ¹	Water Use ¹	Pump/Well ID No. ¹	CUP Pump Capacity (gpm) ¹	Total Annual Allocation (MGPY) ^{2,3,4}	Total Maximum Month Allocation (MGPM) ^{2,3}	CUP Expiration Date ^{2,3}	Comments ³	Total Annual Allocation (GPD) ^{2,3,4}	Offset (Y/N)
06-05249-W	070925-12	GENERAL PERMIT	SAINT HENRYS CATHOLIC CHURCH	SFWMD Canal (C-14)	1	8	0	PUMP	EXISTING	IRRIGATION	217257	50	1.26	0.17	11/24/2027		3,441	Y
06-05249-W	070925-12	GENERAL PERMIT	SAINT HENRYS CATHOLIC CHURCH	SFWMD Canal (C-14)	1	11	0	PUMP	EXISTING	IRRIGATION	217256	50	1.26	0.17	11/24/2027		3,441	Y
06-05249-W	070925-12	GENERAL PERMIT	SAINT HENRYS CATHOLIC CHURCH	SFWMD Canal (C-14)	1	10	0	PUMP	EXISTING	IRRIGATION	217255	50	1.26	0.17	11/24/2027		3,441	Y
06-06034-W	100517-13	GENERAL PERMIT	BOBCAT OF BROWARD	Biscayne Aquifer	1	0	100	WELL	EXISTING	IRRIGATION	255304	60	1.26	0.17	7/16/2030		3,438	Y
06-06358-W	110819-7	GENERAL PERMIT	JOSEPH KRAUS	Biscayne Aquifer	1	0	80	WELL	PENDING	IRRIGATION	260221	50	1.25	0.18	9/9/2031		3,425	Y
06-05823-W	090526-9	GENERAL PERMIT	DELTA POMPANO SOUTH	Biscayne Aquifer	0.25	0	88	WELL	EXISTING	IRRIGATION	230410	50	1.23	0.15	7/25/2029		3,360	Y
06-03452-W	020123-18	GENERAL PERMIT	PORT CONSOLIDATED INC	Biscayne Aquifer	1.3	0	150	WELL	PENDING	IRRIGATION	116723	100	1.17	0.16	3/22/2022		3,208	Y
06-04472-W	050921-7	GENERAL PERMIT	TRINITY LANDINGS	Biscayne Aquifer	0.6	0	80	WELL	PENDING	IRRIGATION	184463	60	1.02	0.13	11/20/2025		2,807	Y
06-03088-W	000815-2	GENERAL PERMIT	WASTE CORPORATION OF CORPORATION OF FLORIDA - POMPANO	Unnamed Canal	0.9	3	0	PUMP	PENDING	IRRIGATION	102257	100	0.99	0.14	10/12/2020		2,725	Y
06-05460-W	080411-6	GENERAL PERMIT	FSR MATERIAL RECOVERY FACILITY	Biscayne Aquifer	1	0	100	WELL	PENDING	IRRIGATION	222481	120	0.93	0.12	6/10/2028		2,546	Y
06-03885-W	030723-22	GENERAL PERMIT	MATTHEW DOUGLAS WEISSING, P.A.	Surficial Aquifer System	0.8	0	70	WELL	EXISTING	IRRIGATION	136707	34	0.88	0.12	8/21/2023		2,423	Y
06-05931-W	091120-1	GENERAL PERMIT	SOCCER FIELD	Biscayne Aquifer	0.6	0	80	WELL	PENDING	IRRIGATION	253284	65	0.82	0.10	1/19/2030		2,244	Y
06-04539-W	051205-3	GENERAL PERMIT	MR SQUEEKY CAR WASH	Biscayne Aquifer	0.58	0	75	WELL	PENDING	IRRIGATION	189333	65	0.79	0.10	2/3/2026		2,170	Y
06-05965-W	100120-4	GENERAL PERMIT	ANDREWS COMMERCIAL CENTER CONDOMINIUM 11	Surficial Aquifer System	0.6	0	80	WELL	PENDING	IRRIGATION	253740	55	0.72	0.11	3/21/2030		1,978	Y
06-03751-W	030122-10	GENERAL PERMIT	DODGE OF POMPANO BEACH	Biscayne Aquifer	1.8	0	100	WELL	PENDING	IRRIGATION	129357	30	0.64	0.09	2/27/2023		1,740	Y
06-04214-W	040930-13	GENERAL PERMIT	WAREHOUSE FOR WELLINGTON REALTY	Surficial Aquifer System	0.5	0	100	WELL	PENDING	IRRIGATION	159655	50	0.63	0.08	10/15/2024		1,720	Y
06-04937-W	061218-16	GENERAL PERMIT	WORLD OF GRANITE	Biscayne Aquifer	0.5	0	40	WELL	PENDING	IRRIGATION	196486	100	0.63	0.08	3/26/2027		1,720	Y
06-05112-W	070604-26	GENERAL PERMIT	ANDREWS COMMERCENTER	Unnamed Canal	0.5	0.5	0	PUMP	EXISTING	IRRIGATION	214521	36	0.63	0.08	8/3/2027		1,720	Y
06-05112-W	070604-26	GENERAL PERMIT	ANDREWS COMMERCENTER	Unnamed Canal	0.5	0.5	0	PUMP	EXISTING	IRRIGATION	214519	36	0.63	0.08	8/3/2027		1,720	Y
06-06708-W	130607-5	GENERAL PERMIT	ENTERPRISE TRUCK	Biscayne Aquifer	0.49	0	90	WELL	PENDING	IRRIGATION	265835	45	0.61	0.09	7/8/2033		1,677	Y
06-06708-W	130607-5	GENERAL PERMIT	ENTERPRISE TRUCK	Surficial Aquifer System	0.49	0	100	WELL	ABANDONED	IRRIGATION	256135	0	0.61	0.09	7/8/2033		1,677	Y
06-03460-W	020215-19	GENERAL PERMIT	ROADWAY EXPRESS	Surficial Aquifer System	2	0	116	WELL	PENDING	IRRIGATION	117045	30	0.59	0.08	4/19/2022		1,611	Y
06-03535-W	020522-6	GENERAL PERMIT	POMPANO SPRINT "METRO PCS"	Biscayne Aquifer	1	0	60	WELL	PENDING	IRRIGATION	120342	40	0.59	0.08	7/12/2022		1,611	Y
06-03960-W	031029-14	GENERAL PERMIT	CHEETAH III PARKING LOT ADDITION	Surficial Aquifer System	0.45	0	110	WELL	PENDING	IRRIGATION	141744	60	0.58	0.08	12/28/2023		1,584	Y
06-06632-W	130130-15	GENERAL PERMIT	GOLD COAST PLAT	Biscayne Aquifer	0.39	0	75	WELL	PENDING	IRRIGATION	264779	60	0.49	0.07	2/22/2033		1,334	Y
06-05189-W	070822-14	GENERAL PERMIT	BIG T DEVELOPMENT STORAGE YARD	Biscayne Aquifer	0.37	0	110	WELL	PENDING	IRRIGATION	216154	45	0.46	0.06	10/21/2027		1,273	Y
06-03447-W	020215-20	GENERAL PERMIT	DAVID ALLEY	Biscayne Aquifer	3	0	108	WELL	PENDING	IRRIGATION	116684	30	0.45	0.07	3/12/2022		1,235	Y
06-06635-W	130122-16	GENERAL PERMIT	SILVERSTEIN DR OFFICE	Biscayne Aquifer	0.3	0	40	WELL	PENDING	IRRIGATION	264812	20	0.41	0.06	2/19/2033		1,118	Y
06-04961-W	070110-25	GENERAL PERMIT	HAITIAN GOSPEL EVANGELICAL	Biscayne Aquifer	0.29	0	70	WELL	PENDING	IRRIGATION	196981	30	0.40	0.05	3/11/2027		1,085	Y
06-06390-W	111108-9	GENERAL PERMIT	POMPANO SUB STATION	Biscayne Aquifer	1.1	0	90	WELL	PENDING	IRRIGATION	260893	60	0.38	0.19	12/1/2031		1,027	Y
06-03933-W	031002-5	GENERAL PERMIT	SOUTHTRUST BANK ATLANTIC BUSINESS CENTER	Pompano Canal	1	2	0	PUMP	PENDING	IRRIGATION	144323	40	0.34	0.04	1/5/2024		936	Y
06-04061-W	040323-7	GENERAL PERMIT	EUROPEAN SINK	Biscayne Aquifer	0.4	0	40	WELL	PENDING	IRRIGATION	149259	45	0.34	0.04	4/14/2024		936	Y
06-03562-W	020619-10	GENERAL PERMIT	ZID LIMITED IRRIGATIONIGATION WELL	Biscayne Aquifer	6	0	90	WELL	PENDING	IRRIGATION	121092	40	0.33	0.05	8/9/2022		908	Y
06-04177-W	040806-8	GENERAL PERMIT	POMPANO 95 DISTRIBUTION	Surficial Aquifer System	0.25	0	80	WELL	PENDING	IRRIGATION	157409	35	0.31	0.04	8/27/2024		860	Y
06-03811-W	030401-5	GENERAL PERMIT	WALGREENS	Surficial Aquifer System	0.27	0	60	WELL	PENDING	IRRIGATION	132548	45	0.30	0.04	5/7/2023		818	Y
06-03825-W	030515-9	GENERAL PERMIT	POMPANO MANOR (LOT 5 STEEL CITY)	Biscayne Aquifer	0.26	0	70	WELL	PENDING	IRRIGATION	133004	40	0.29	0.04	7/14/2023		787	Y

CUP PERMITS IN THE CITY OF POMPANO BEACH SERVICE AREA

SFWM D Permit Number ¹	Application Number ¹	Permit Type ¹	Potential Major Reuse User ¹	Source ¹	Acres Service ¹	Well Casing Diameter (ft) ¹	Well Depth (ft) ¹	Pump/Well ¹	Facility Status ¹	Water Use ¹	Pump/Well ID No. ¹	CUP Pump Capacity (gpm) ¹	Total Annual Allocation (MGPY) ^{2,3,4}	Total Maximum Month Allocation (MGPM) ^{2,3}	CUP Expiration Date ^{2,3}	Comments ³	Total Annual Allocation (GPD) ^{2,3,4}	Offset (Y/N)
06-03279-W	010625-5	GENERAL PERMIT	TRULY NOLEN	Surficial Aquifer System	0.25	0	80	WELL	EXISTING	IRRIGATION	109664	20	0.28	0.04	7/25/2021		757	Y
06-03279-W	010625-5	GENERAL PERMIT	TRULY NOLEN	Surficial Aquifer System	0.25	0	80	WELL	PENDING	IRRIGATION	109663	20	0.28	0.04	7/25/2021		757	Y
06-06479-W	120412-6	GENERAL PERMIT	V C A ANIMAL HOSPITAL	Biscayne Aquifer	0.2	0	80	WELL	EXISTING	IRRIGATION	262310	60	0.27	0.38	5/3/2032		745	Y
06-06479-W	120412-6	GENERAL PERMIT	V C A ANIMAL HOSPITAL	Biscayne Aquifer	0.2	0	80	WELL	PENDING	IRRIGATION	262309	0	0.27	0.38	5/3/2032		745	Y
06-06094-W	100806-1	GENERAL PERMIT	URBAN FARMER	Surficial Aquifer System	0.5	0	100	WELL	ABANDONED	IRRIGATION	256135	0	0.24	0.05	10/5/2030		647	Y
06-03363-W	010730-7	GENERAL PERMIT	LOEHMANS PLAZA AT PALM AIRE	Biscayne Aquifer	0.14	0	0	WELL	EXISTING	IRRIGATION	113141	3450	0.18	0.03	11/15/2021		499	Y
06-03418-W	020122-2	GENERAL PERMIT	NEXTEL # FL3605-B	Biscayne Aquifer	0.13	0	70	WELL	PENDING	IRRIGATION	115867	25	0.16	0.02	2/8/2022		436	Y
06-06114-W	100810-6	GENERAL PERMIT	15TH AVE STORAGE (WAREHOUSES)	Biscayne Aquifer	0.12	0	70	WELL	PENDING	IRRIGATION	257580	100	0.15	0.02	10/9/2030		411	Y
06-01252-W	900119-10	GENERAL PERMIT	CARL O. OLSON FLOWER HOBBIST	Biscayne Aquifer	0.12	0	26	WELL	EXISTING	IRRIGATION	8352	10	0.10	0.00	1/21/2010	The permit specifies: This permit is for use of 150 gallons per day on the average or 300 gallons per day on a maximum day. Total Annual Allocation (MGPY) calculated based on ADF specified in the permit.	274	Y
06-05401-W	080215-3	GENERAL PERMIT	GATEWAY COMMERCE CENTER	Biscayne Aquifer	0.07	0	80	WELL	PENDING	IRRIGATION	220541	60	0.09	0.01	4/15/2028		241	Y
06-04096-W	040510-6	GENERAL PERMIT	COPANS AUTO CENTER	Biscayne Aquifer	1	0	89	WELL	PENDING	IRRIGATION	151249	14	0.07	0.01	7/9/2024		187	Y
06-01282-W	990129-58	GENERAL PERMIT	POMPANO MULTI CENTER	Surficial Aquifer System	7.25	0	60	WELL	EXISTING	IRRIGATION	29681	500	0.00	1.11	3/5/2019	No total annual allocation is specified in the permit.	-	Y
06-01282-W	990129-58	GENERAL PERMIT	POMPANO MULTI CENTER	Surficial Aquifer System	7.25	0	60	WELL	EXISTING	IRRIGATION	29680	300	0.00	1.10	3/5/2019	No total annual allocation is specified in the permit.	-	Y
06-01766-W	921001-6	GENERAL PERMIT	TRAIN SUBSTATION	Biscayne Aquifer	1	0	35	WELL	PENDING	IRRIGATION	1738	25	0.00	0.16	10/1/2012	The permit specifies: This permit is for use of a maximum daily withdrawal of <100,000 gallons.	-	Y
06-01808-W	930212-8	GENERAL PERMIT	BLANCH ELY BEN TURNER RIDGE	Biscayne Aquifer	3	0	120	WELL	PENDING	IRRIGATION	1971	110	0.00	0.00	2/12/2013	There are no documents to view at this time. No total annual or maximum allocation is specified in the permit.	-	Y
06-01808-W	930212-8	GENERAL PERMIT	BLANCH ELY BEN TURNER RIDGE	Biscayne Aquifer	3	0	120	WELL	PENDING	IRRIGATION	1970	110	0.00	0.00	2/12/2013	There are no documents to view at this time. No total annual or maximum allocation is specified in the permit.	-	Y
06-02030-W	941012-2	GENERAL PERMIT	VIZCAYA	Biscayne Aquifer	5.44	0	110	WELL	PENDING	IRRIGATION	5589	130	0.00	0.00	12/1/2014	There are no documents to view at this time. No total annual or maximum allocation is specified in the permit.	-	Y
06-02041-W	941026-1	GENERAL PERMIT	MISTY OAKS CONDOMINIUM ASSOCIATION INC	On-site Lake(s)	6.1	6	0	PUMP	PENDING	IRRIGATION	35078	225	0.00	0.00	12/30/2014	There are no documents to view at this time. No total annual or maximum allocation is specified in the permit.	-	Y
06-02085-W	950419-6	GENERAL PERMIT	STATE ROAD 858	Biscayne Aquifer	1.37	0	70	WELL	PENDING	IRRIGATION	6499	80	0.00	0.00		No allocation information was found in the sources used.	-	Y
06-02100-W	950606-6	GENERAL PERMIT	ST ANDREWS AT PALM AIRE	On-site Lake(s)	3.94	3	0	PUMP	PENDING	IRRIGATION	35324	130	0.00	0.71	6/30/2015	The permit specifies: This permit is for use of <100,000 gallons per day on a maximum day.	-	Y
06-02260-W	960530-10	GENERAL PERMIT	BROWARD TREE NURSERY	Biscayne Aquifer	5.19	0	55	WELL	PENDING	IRRIGATION	21632	25	0.00	0.67	7/5/2016	The permit specifies: This permit is for use of a maximum daily withdrawal of <100,000 gallons.	-	Y
06-02345-W	961216-16	GENERAL PERMIT	FAIRVIEW POINTE AT PALM AIRE	On-site Lake(s)	13	3	0	PUMP	PENDING	IRRIGATION	40070	125	0.00	0.00	1/31/2017	There are no documents to view at this time. No total annual or maximum allocation is specified in the permit.	-	Y
06-02468-W	970805-5	GENERAL PERMIT	THE OAKS	Pompano Canal	4.13	2	0	PUMP	PENDING	IRRIGATION	40596	125	0.00	0.00	9/15/2017	There are no documents to view at this time. No total annual or maximum allocation is specified in the permit.	-	Y
06-02495-W	971015-6	GENERAL PERMIT	PALM AIRE CONDOMINIUM ASSOCIATION #7	On-site Lake(s)/Pond(s)	12	8	0	PUMP	PENDING	IRRIGATION	40765	350	0.00	0.00	11/26/2017	There are no documents to view at this time. No total annual or maximum allocation is specified in the permit.	-	Y
06-02550-W	980316-16	GENERAL PERMIT	NORTH BROWARD DETENTION CENTER	Canal	4.42	8	0	PUMP	PENDING	IRRIGATION	41077	200	0.00	0.00	4/15/2018	There are no documents to view at this time. No total annual or maximum allocation is specified in the permit.	-	Y

CUP PERMITS IN THE CITY OF POMPANO BEACH SERVICE AREA

SFWMD Permit Number ¹	Application Number ¹	Permit Type ¹	Potential Major Reuse User ¹	Source ¹	Acres Service ¹	Well Casing Diameter (ft) ¹	Well Depth (ft) ¹	Pump/Well ¹	Facility Status ¹	Water Use ¹	Pump/Well ID No. ¹	CUP Pump Capacity (gpm) ¹	Total Annual Allocation (MGPy) ^{2,3,4}	Total Maximum Month Allocation (MGPM) ^{2,3}	CUP Expiration Date ^{2,3}	Comments ³	Total Annual Allocation (GPD) ^{2,3,4}	Offset (Y/N)
06-02712-W	981103-2	GENERAL PERMIT	NEBULA GLASS INTERNATIONAL	Biscayne Aquifer	1	0	70	WELL	PENDING	IRRIGATION	28966	60	0.00	0.00	12/15/2018	There are no documents to view at this time. No total annual or maximum allocation is specified in the permit.	-	Y
06-02961-W	991213-7	GENERAL PERMIT	REACH THE CHILDREN	SFWMD Canal (C-14)	0.85	4	0	PUMP	EXISTING	IRRIGATION	42880	150	0.00	0.15	2/8/2020	The permit specifies: This permit is for use of a maximum daily withdrawal of <100,000 gallons.	-	Y
06-05036-W	070327-4	GENERAL PERMIT	MITCHELL MOORE PARK	Biscayne Aquifer	1	0	100	WELL	PENDING	SWIMMING POOL HEATING / WITHDRAWAL	212934	135	35.41	2.92	5/26/2027		97,000	N
06-04437-W	080822-12	GENERAL PERMIT	COMMUNITY PARK AQUATIC CENTER (CITY OF POMPANO BEACH)	Biscayne Aquifer	1	0	110	WELL	EXISTING	SWIMMING POOL HEATING / WITHDRAWAL	178476	288	32.24	2.68	11/1/2025		88,320	N
06-04437-W	080822-12	GENERAL PERMIT	COMMUNITY PARK AQUATIC CENTER (CITY OF POMPANO BEACH)	Biscayne Aquifer	1	0	90	WELL	PENDING	SWIMMING POOL HEATING / WITHDRAWAL	181964	80	32.24	2.68	11/1/2025		88,320	N
06-04437-W	080822-12	GENERAL PERMIT	COMMUNITY PARK AQUATIC CENTER (CITY OF POMPANO BEACH)	Biscayne Aquifer	1	0	110	WELL	PENDING	SWIMMING POOL HEATING / WITHDRAWAL	178474	288	32.24	2.68	11/1/2025		88,320	N
06-04277-W	041207-9	GENERAL PERMIT	THE GARDENS NORTH MASTER ASSOCIATION INC	Surficial Aquifer System	1	0	70	WELL	PENDING	SWIMMING POOL HEATING / WITHDRAWAL	165024	35	0.07	0.01	2/5/2025		200	N
06-05036-W	070327-4	GENERAL PERMIT	MITCHELL MOORE PARK	Biscayne Aquifer	1	0	100	WELL	PENDING	SWIMMING POOL HEATING / INJECTION	212935	0	35.41	2.92	5/26/2027		97,000	N
06-04437-W	080822-12	GENERAL PERMIT	COMMUNITY PARK AQUATIC CENTER (CITY OF POMPANO BEACH)	Biscayne Aquifer	1	0	110	WELL	PENDING	SWIMMING POOL HEATING / INJECTION	193213	80	32.24	2.68	11/1/2025		88,320	N
06-00837-W	100913-25	INDIVIDUAL	NORTHERN BROWARD COUNTY RECHARGE SYSTEM	Water Table Aquifer	11700	0	27	WELL	EXISTING	MONITOR	216972	0	11256.00	1683.00	10/11/2027		30,838,356	N
06-01838-W	120309-7	GENERAL PERMIT	POMPANO BEACH ELEMENTARY SCHOOL	Biscayne Aquifer	15	0	63	WELL	PENDING	MONITOR	2197	200	12.71	1.77	3/12/2013		34,826	N
06-06463-W	120112-1	GENERAL PERMIT	CAPTIVA COVE	Water Table aquifer	1	8	0	PUMP	PENDING	MINING / DEWATERING	261884	1750	1260.00	107.14	4/4/2014		3,452,055	N
06-06463-W	120112-1	GENERAL PERMIT	CAPTIVA COVE	Water Table aquifer	1	8	0	PUMP	PENDING	MINING / DEWATERING	261883	1750	1260.00	107.14	4/4/2014		3,452,055	N
06-06463-W	120112-1	GENERAL PERMIT	CAPTIVA COVE	Water Table aquifer	1	8	0	PUMP	PENDING	MINING / DEWATERING	261882	1750	1260.00	107.14	4/4/2014		3,452,055	N
06-06324-W	110518-10	GENERAL PERMIT	PUBLIX AT POMPANO BEACH #141	Biscayne Aquifer	1	4	0	PUMP	PENDING	MINING / DEWATERING	259686	700	202.20	104.47	6/29/2016		553,973	N
06-06324-W	110518-10	GENERAL PERMIT	PUBLIX AT POMPANO BEACH #141	Biscayne Aquifer	1	4	0	PUMP	PENDING	MINING / DEWATERING	259685	700	202.20	104.47	6/29/2016		553,973	N
06-06324-W	110518-10	GENERAL PERMIT	PUBLIX AT POMPANO BEACH #141	Biscayne Aquifer	1	4	0	PUMP	PENDING	MINING / DEWATERING	259684	700	202.20	104.47	6/29/2016		553,973	N
06-06324-W	110518-10	GENERAL PERMIT	PUBLIX AT POMPANO BEACH #141	Biscayne Aquifer	1	4	0	PUMP	PENDING	MINING / DEWATERING	259683	700	202.20	104.47	6/29/2016		553,973	N
06-06324-W	110518-10	GENERAL PERMIT	PUBLIX AT POMPANO BEACH #141	Biscayne Aquifer	1	4	0	PUMP	PENDING	MINING / DEWATERING	259682	700	202.20	104.47	6/29/2016		553,973	N
06-06623-W	130104-8	GENERAL PERMIT	CHAMPION PORSCHE NEW SHOWROOM BUILDING	Water Table aquifer	1	8	0	PUMP	PENDING	MINING / DEWATERING	264371	1700	12.90	8.90	1/28/2015		35,342	N
06-06623-W	130104-8	GENERAL PERMIT	CHAMPION PORSCHE NEW SHOWROOM BUILDING	Water Table aquifer	1	8	0	PUMP	PENDING	MINING / DEWATERING	264325	1700	12.90	8.90	1/28/2015		35,342	N
06-06655-W	130308-17	GENERAL PERMIT	OLD POMPANO WATER & SEWER IMPROVEMENTS	Water Table aquifer	1	8	0	PUMP	PENDING	MINING / DEWATERING	265122	900	7.04	7.04	4/3/2015		19,279	N
06-06467-W	120330-4	INDIVIDUAL	PALMS GOLF COURSE AT PALM AIRE COUNTRY CLUB	Biscayne Aquifer	120	8	0	PUMP	EXISTING	IRRIGATION WATER REPLACEMENT	261186	750	163.00	22.57	5/14/2032		446,575	N
06-06467-W	120330-4	INDIVIDUAL	PALMS GOLF COURSE AT PALM AIRE COUNTRY CLUB	Biscayne Aquifer	120	8	0	PUMP	EXISTING	IRRIGATION WATER REPLACEMENT	41539	750	163.00	22.57	5/14/2032		446,575	N

CUP PERMITS IN THE CITY OF POMPANO BEACH SERVICE AREA

SFWM D Permit Number ¹	Application Number ¹	Permit Type ¹	Potential Major Reuse User ¹	Source ¹	Acres Service ¹	Well Casing Diameter (ft) ¹	Well Depth (ft) ¹	Pump/Well ¹	Facility Status ¹	Water Use ¹	Pump/Well ID No. ¹	CUP Pump Capacity (gpm) ¹	Total Annual Allocation (MGPY) ^{2,3,4}	Total Maximum Month Allocation (MGPM) ^{2,3}	CUP Expiration Date ^{2,3}	Comments ³	Total Annual Allocation (GPD) ^{2,3,4}	Offset (Y/N)
06-06467-W	120330-4	INDIVIDUAL	PALMS GOLF COURSE AT PALM AIRE COUNTRY CLUB	Biscayne Aquifer	120	8	0	PUMP	EXISTING	IRRIGATION WATER REPLACEMENT	41538	750	163.00	22.57	5/14/2032		446,575	N
06-06467-W	120330-4	INDIVIDUAL	PALMS GOLF COURSE AT PALM AIRE COUNTRY CLUB	Biscayne Aquifer	120	0	127	WELL	EXISTING	IRRIGATION WATER REPLACEMENT	28401	606	163.00	22.57	5/14/2032		446,575	N
06-01958-W	010320-3	INDIVIDUAL	APPERSON CHEMICALS INC	Biscayne Aquifer	1.3	0	50	WELL	EXISTING	INDUSTRIAL	30315	25	79.00	22.00	8/12/2009		216,438	N
06-01958-W	010320-3	INDIVIDUAL	APPERSON CHEMICALS INC	Biscayne Aquifer	1.3	0	95	WELL	EXISTING	INDUSTRIAL	30308	125	79.00	22.00	8/12/2009		216,438	N
06-01958-W	010320-3	INDIVIDUAL	APPERSON CHEMICALS INC	Biscayne Aquifer	1.3	0	110	WELL	PENDING	INDUSTRIAL	6611	165	79.00	22.00	8/12/2009		216,438	N
06-01958-W	010320-3	INDIVIDUAL	APPERSON CHEMICALS INC	Biscayne Aquifer	1.3	0	110	WELL	PENDING	INDUSTRIAL	6610	165	79.00	22.00	8/12/2009		216,438	N
06-01958-W	010320-3	INDIVIDUAL	APPERSON CHEMICALS INC	Biscayne Aquifer	1.3	0	110	WELL	PENDING	INDUSTRIAL	6609	165	79.00	22.00	8/12/2009		216,438	N
06-00098-W	080718-14	GENERAL PERMIT	GARDEN POINT CONDOMINIUM	Biscayne Aquifer	1	0	74	WELL	EXISTING	INDUSTRIAL	25562	140	73.58	6.12	11/4/2028		201,589	N
06-02210-W	090810-7	GENERAL PERMIT	CEMEX - NORTH POMPANO READY-MIX AND BLOCK	Biscayne Aquifer	12.4	0	60	WELL	EXISTING	INDUSTRIAL	230802	225	32.90	0.00	3/27/2016	The permit specifies: Maximum daily allocation shall not exceed 0.09MG. No total annual or maximum allocation is specified in the permit.Total Annual Allocation (MGPY) calculated based on ADF specified in the permit.	90,137	N
06-02210-W	090810-7	GENERAL PERMIT	CEMEX - NORTH POMPANO READY-MIX AND BLOCK	Biscayne Aquifer	12.4	0	60	WELL	PENDING	INDUSTRIAL	230800	0	32.90	0.00	3/27/2016	The permit specifies: Maximum daily allocation shall not exceed 0.09MG. No total annual or maximum allocation is specified in the permit.Total Annual Allocation (MGPY) calculated based on ADF specified in the permit.	90,137	N
06-01511-W	910129-8	GENERAL PERMIT	7-11 301 POMPANO PARKWAY REMEDIATION	Biscayne Aquifer	0.5	0	30	WELL	PENDING	INDUSTRIAL	9149	50	26.30	0.00	1/29/2011	The permit specifies: This permit is for use of 72,000 gallons per day on the average or 72,000 gallons per day on a maximum day. Total Annual Allocation (MGPY) calculated based on ADF specified in the permit.	72,055	N
06-05318-W	071207-5	GENERAL PERMIT	POMPANO BEACH READY-MIX BATCH PLANT	Biscayne Aquifer	14.3	0	100	WELL	EXISTING	INDUSTRIAL	219120	200	22.63	2.72	2/5/2028		62,000	N
06-05318-W	071207-5	GENERAL PERMIT	POMPANO BEACH READY-MIX BATCH PLANT	Biscayne Aquifer	14.3	0	40	WELL	EXISTING	INDUSTRIAL	219119	200	22.63	2.72	2/5/2028		62,000	N
06-05318-W	071207-5	GENERAL PERMIT	POMPANO BEACH READY-MIX BATCH PLANT	Biscayne Aquifer	14.3	0	80	WELL	PENDING	INDUSTRIAL	219118	475	22.63	2.72	2/5/2028		62,000	N
06-01535-W	910403-7	GENERAL PERMIT	SHELL SERVICE STATION	Surficial Aquifer System	1	0	28.5	WELL	PENDING	INDUSTRIAL	9273	40	15.80	0.00	4/3/2011	The permit specifies: This permit is for use of 43,200 gallons per day on the average or 45,000 gallons per day on a maximum day. Total Annual Allocation (MGPY) calculated based on ADF specified in the permit.	43,288	N
06-01738-W	920722-5	GENERAL PERMIT	WAYMORE CORPORATION	Biscayne Aquifer	0.25	0	21	WELL	PENDING	INDUSTRIAL	10242	30	15.80	0.00	7/22/2012	The permit specifies: This permit is for use of 43,200 gallons per day on the average or 43,200 gallons per day on a maximum day. Total Annual Allocation (MGPY) calculated based on ADF specified in the permit.	43,288	N
06-01913-W	931227-16	GENERAL PERMIT	PHILLIPS 66 (DEP FACILITY NO. 068502531)	Surficial Aquifer System	1	0	22	WELL	PENDING	INDUSTRIAL	3414	30	15.80	0.00	12/27/2013	The permit specifies: This permit is for use of 43,200 gallons per day on the average or 43,200 gallons per day on a maximum day. Total Annual Allocation (MGPY) calculated based on ADF specified in the permit.	43,288	N
06-01870-W	920720-4	GENERAL PERMIT	MOBIL STATION 02-A31	Biscayne Aquifer	1	0	19	WELL	PENDING	INDUSTRIAL	2667	12	13.10	0.00	7/20/2012	The permit specifies: This permit is for use of 36,000 gallons per day on the average or 40,000 gallons per day on a maximum day. Total Annual Allocation (MGPY) calculated based on ADF specified in the permit.	35,890	N

CUP PERMITS IN THE CITY OF POMPANO BEACH SERVICE AREA

SFWM D Permit Number ¹	Application Number ¹	Permit Type ¹	Potential Major Reuse User ¹	Source ¹	Acres Service ¹	Well Casing Diameter (ft) ¹	Well Depth (ft) ¹	Pump/Well ¹	Facility Status ¹	Water Use ¹	Pump/Well ID No. ¹	CUP Pump Capacity (gpm) ¹	Total Annual Allocation (MGPY) ^{2,3,4}	Total Maximum Month Allocation (MGPM) ^{2,3}	CUP Expiration Date ^{2,3}	Comments ³	Total Annual Allocation (GPD) ^{2,3,4}	Offset (Y/N)
06-01870-W	920720-4	GENERAL PERMIT	MOBIL STATION 02-A31	Biscayne Aquifer	1	0	19	WELL	PENDING	INDUSTRIAL	2666	16	13.10	0.00	7/20/2012	The permit specifies: This permit is for use of 36,000 gallons per day on the average or 40,000 gallons per day on a maximum day. Total Annual Allocation (MGPY) calculated based on ADF specified in the permit.	35,890	N
06-04347-W	050308-14	GENERAL PERMIT	DELTA TRANSFER CORPORATION	Off-site Canal(s)	2.5	2	0	PUMP	EXISTING	INDUSTRIAL	170278	100	3.41	0.44	3/31/2025		9,356	N
06-05468-W	080505-6	GENERAL PERMIT	ANNALOU	Biscayne Aquifer	1	0	90	WELL	PENDING	INDUSTRIAL	222932	120	1.83	0.15	7/4/2028		5,000	N
06-03927-W	030924-7	GENERAL PERMIT	US CONCRETE PRODUCTS	Biscayne Aquifer	3.85	0	100	WELL	EXISTING	INDUSTRIAL	139740	80	1.64	0.14	10/9/2023		4,500	N
06-03927-W	030924-7	GENERAL PERMIT	US CONCRETE PRODUCTS	Biscayne Aquifer	3.85	0	120	WELL	PENDING	INDUSTRIAL	139739	0	1.64	0.14	10/9/2023		4,500	N
06-06617-W	121227-4	GENERAL PERMIT	S W S SHREDDER FACILITY	Biscayne Aquifer	2.843	0	50	WELL	PENDING	INDUSTRIAL	264181	50	0.91	0.15	1/11/2033		2,493	N
06-04539-W	051205-3	GENERAL PERMIT	MR SQUEEKY CAR WASH	Biscayne Aquifer	0.58	0	75	WELL	PENDING	INDUSTRIAL	189333	65	0.79	0.10	2/3/2026		2,170	N
06-04113-W	040506-15	GENERAL PERMIT	PALM AIRE COUNTRY CLUB #II	Biscayne Aquifer	1	0	45	WELL	PENDING	INDUSTRIAL	152360	35	0.07	0.01	7/2/2024		200	N
06-01024-W	890215-7	GENERAL PERMIT	AMOCO S.S. #10588	Biscayne Aquifer	1	0	20	WELL	PENDING	INDUSTRIAL	7528	30	0.00	0.00	2/28/2009	There are no documents to view at this time. No total annual or maximum allocation is specified in the permit.	-	N
06-01526-W	910222-8	GENERAL PERMIT	5895032	Biscayne Aquifer	1	0	25	WELL	PENDING	INDUSTRIAL	9203	20	0.00	0.00	2/22/2011	No allocation information was found in the sources used.	-	N
06-01526-W	910222-8	GENERAL PERMIT	5895032	Biscayne Aquifer	1	0	25	WELL	PENDING	INDUSTRIAL	9202	20	0.00	0.00	2/22/2011	No allocation information was found in the sources used.	-	N
06-04795-W	060808-20	GENERAL PERMIT	FORMER CYPRESS PLAZA	Water Table Aquifer	1	0	15	WELL	PENDING	AQUIFER REMEDIATION AND RECOVERY	194214	300	0.04	0.003	9/22/2011		99	N
06-06117-W	100816-10	GENERAL PERMIT	PINE DRIVE MANOR	Biscayne Aquifer	1	0	60	WELL	PENDING	AIR CONDITIONING / WITHDRAWAL	257675	150	354.78	2.92	10/15/2030		972,000	N
06-04929-W	061213-13	GENERAL PERMIT	GARDEN ISLES	Biscayne Aquifer	1	0	60	WELL	PENDING	AIR CONDITIONING / WITHDRAWAL	196844	68.5	36.00	2.96	3/11/2027		98,640	N
06-04929-W	061213-13	GENERAL PERMIT	GARDEN ISLES	Biscayne Aquifer	1	0	60	WELL	PENDING	AIR CONDITIONING / WITHDRAWAL	196843	68.5	36.00	2.96	3/11/2027		98,640	N
06-06090-W	100716-4	GENERAL PERMIT	LIGHTHOUSE BAY A/C SUPPLY WELL	Biscayne Aquifer	1	0	40	WELL	EXISTING	AIR CONDITIONING / WITHDRAWAL	256670	40	21.02	1.75	10/23/2030		57,600	N
06-06090-W	100716-4	GENERAL PERMIT	LIGHTHOUSE BAY A/C SUPPLY WELL	Biscayne Aquifer	1	0	45	WELL	PENDING	AIR CONDITIONING / WITHDRAWAL	256667	40	21.02	1.75	10/23/2030		57,600	N
06-06090-W	100716-4	GENERAL PERMIT	LIGHTHOUSE BAY A/C SUPPLY WELL	Biscayne Aquifer	1	0	40	WELL	EXISTING	AIR CONDITIONING / INJECTION	256668	40	21.02	1.75	10/23/2030		57,600	N
06-03180-W	010302-13	GENERAL PERMIT	JOHN KNOX VILLAGE	Surficial Aquifer System	14.25	0	120	WELL	EXISTING	AIR CONDITIONING / WITHDRAWAL	105248	0	19.25	2.41	4/30/2021		52,738	N
06-03180-W	010302-13	GENERAL PERMIT	JOHN KNOX VILLAGE	Surficial Aquifer System	14.25	0	120	WELL	EXISTING	AIR CONDITIONING / WITHDRAWAL	105247	0	19.25	2.41	4/30/2021		52,738	N
06-06543-W	120821-14	GENERAL PERMIT	GARDEN ISLES	Surficial Aquifer System	1	0	55	WELL	EXISTING	AIR CONDITIONING / WITHDRAWAL	263289	0	17.74	2.01	8/30/2032		48,600	N

CUP PERMITS IN THE CITY OF POMPANO BEACH SERVICE AREA

SFWMD Permit Number ¹	Application Number ¹	Permit Type ¹	Potential Major Reuse User ¹	Source ¹	Acres Service ¹	Well Casing Diameter (ft) ¹	Well Depth (ft) ¹	Pump/Well ¹	Facility Status ¹	Water Use ¹	Pump/Well ID No. ¹	CUP Pump Capacity (gpm) ¹	Total Annual Allocation (MGPY) ^{2,3,4}	Total Maximum Month Allocation (MGPM) ^{2,3}	CUP Expiration Date ^{2,3}	Comments ³	Total Annual Allocation (GPD) ^{2,3,4}	Offset (Y/N)
06-06543-W	120821-14	GENERAL PERMIT	GARDEN ISLES	Surficial Aquifer System	1	0	55	WELL	PENDING	AIR CONDITIONING / WITHDRAWAL	263287	0	17.74	2.01	8/30/2032		48,600	N
06-04305-W	050120-15	GENERAL PERMIT	POMPANO BEACH INSTITUTE AND STONEMAN DOUGLAS HIGH SCHOOL	Biscayne Aquifer	10.25	0	68	WELL	PENDING	AIR CONDITIONING / WITHDRAWAL	167123	60	10.31	1.55	8/6/2025		28,239	N
06-04562-W	080808-3	GENERAL PERMIT	GARDEN ISLES APARTMENTS 2	Biscayne Aquifer	1	0	100	WELL	PENDING	AIR CONDITIONING / WITHDRAWAL	190583	0	9.13	0.76	4/4/2026		25,000	N
06-04562-W	080808-3	GENERAL PERMIT	GARDEN ISLES APARTMENTS 2	Biscayne Aquifer	1	0	60	WELL	PENDING	AIR CONDITIONING / WITHDRAWAL	224585	65	9.13	0.76	4/4/2026		25,000	N
06-04562-W	080808-3	GENERAL PERMIT	GARDEN ISLES APARTMENTS 2	Biscayne Aquifer	1	0	100	WELL	PENDING	AIR CONDITIONING / INJECTION	190582	0	9.13	0.76	4/4/2026		25,000	N
06-04929-W	061213-13	GENERAL PERMIT	GARDEN ISLES	Biscayne Aquifer	1	0	60	WELL	EXISTING	AIR CONDITIONING / INJECTION	196845	0	36.00	2.96	3/11/2027		98,640	N
06-04929-W	061213-13	GENERAL PERMIT	GARDEN ISLES	Biscayne Aquifer	1	0	60	WELL	EXISTING	AIR CONDITIONING / INJECTION	196841	0	36.00	2.96	3/11/2027		98,640	N
06-03180-W	010302-13	GENERAL PERMIT	JOHN KNOX VILLAGE	Surficial Aquifer System	14.25	2	0	PUMP	EXISTING	AIR CONDITIONING / INJECTION	105262	160	19.25	2.41	4/30/2021		52,738	N
06-03180-W	010302-13	GENERAL PERMIT	JOHN KNOX VILLAGE	Surficial Aquifer System	14.25	2	0	PUMP	EXISTING	AIR CONDITIONING / INJECTION	105261	160	19.25	2.41	4/30/2021		52,738	N
06-06543-W	120821-14	GENERAL PERMIT	GARDEN ISLES	Surficial Aquifer System	1	0	60	WELL	EXISTING	AIR CONDITIONING / INJECTION	263288	45	17.74	2.01	8/30/2032		48,600	N

Source: ¹ South Florida Water Management District - Water Use Regulation Facility Site, Environmental Resource Regulation (ERR), GIS Section. SFWMD Water Supply Permitted Facility Site (Wells, Pumps, and Culverts) Shapefile.

² South Florida Water Management District - Regulation Division. Regulatory Support Bureau - GIS Section. Information provided by Ma, Jin <jma@sfwmd.gov> on emails dated 03/07/2014 and 03/11/2014.

³ South Florida Water Management District - ePermitting, Records Search - Application/Permit (<http://my.sfwmd.gov/ePermitting/PopulateLOVs.do?flag=1>)

⁴ Calculated values based on permit average daily flow permit information.

Note: Total Annual Allocation and Maximum Monthly Allocation is based on the SFWMD Permit Number and not on the number of withdrawal facilities (Pump/Well).

Appendix D1

City of Pompano Beach Consumptive Use Permit





FORM #0269
Rev. 5/93

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT NO. RE-ISSUE 06-00070-W**

(NON - ASSIGNABLE)

Date Issued: 14-SEP-2005

Expiration Date: September 14, 2025

Authorizing: THE CONTINUATION OF AN EXISTING USE OF GROUNDWATER FROM THE BISCAYNE
AQUIFER FOR PUBLIC WATER SUPPLY USE WITH AN ANNUAL ALLOCATION OF 7067
MILLION GALLONS.

Located In: Broward County, S21-23, 25-28, 32-36/T48S/R42E
S19, 20, 29-32/T48S/R43E
S1-8, 11, 12/T49S/R42E
S6.7/T49S/R43E

Issued To: CITY OF POMPANO BEACH
(POMPANO BEACH PWS)
1201 NE 5TH AVENUE, UTILITIES DEPARTMENT
POMPANO BEACH, FL 33061

This Permit is issued pursuant to Application No. 040302-8, dated March 2, 2004, for the Use of Water as specified above and subject to the Special Conditions set forth below. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of activities authorized by this permit. Said application, including all plan and specifications attached thereto, is by reference made a part hereof.

Upon written notice to the permittee, this permit may be temporarily modified, or restricted under a Declaration of Water Shortage or a Declaration of Emergency due to Water Shortage in accordance with provisions of Chapter 373, Fla. Statutes, and applicable rules and regulations of the South Florida Water Management District.

This Permit may be permanently or temporarily revoked, in whole or in part, for the violation of the conditions of the permit or for the violation of any provision of the Water Resources Act and regulations thereunder.

This Permit does not convey to the permittee any property rights nor any privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies.

Limiting Conditions are as follows:

SEE PAGES 2 - 10 OF 10 (28 LIMITING CONDITIONS).

South Florida Water Management
District, by its Governing Board

On _____ ORIGINAL SIGNED BY:
By _____ ELIZABETH VEGUILLA
DEPUTY CLERK

LIMITING CONDITIONS

- 1 . This permit shall expire on September 14, 2025.
- 2 . Application for a permit modification may be made at any time.
- 3 . Water use classification:

Public water supply

- 4 . Source classification is:

Ground Water from:
Biscayne Aquifer

- 5 . Annual allocation shall not exceed 7067 MG.

Maximum monthly allocation shall not exceed 665.1 MG.

The stipulated annual allocation of 7,067 MG and maximum monthly allocation of 665.1 MG are authorized through August 10, 2010. After August 10, 2009, the annual allocation shall not exceed 6,478 MG and the maximum month allocation shall not 610 MG unless the permit is modified.

The maximum monthly allocation shall not exceed 186 MG from the Airport Wellfield from November 1st through May 31st of each year.

The maximum monthly allocation shall not exceed 279 MG from the Airport Wellfield from June 1st through October 31st of each year.

The stipulated annual allocation of 7,067 MG and maximum monthly allocation of 665.1 MG are authorized through August 10, 2010. After August 10, 2009, the annual allocation shall not exceed 6,478 MG and the maximum month allocation shall not 610 MG unless the permit is modified.

The maximum monthly allocation shall not exceed 186 MG from the Airport Wellfield from November 1st through May 31st of each year.

The maximum monthly allocation shall not exceed 279 MG from the Airport Wellfield from June 1st through October 31st of each year.

- 6 . Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or

revoke the permit.

This Permit is issued to:
City of Pompano Beach

City of Pompano Beach

7 . Withdrawal Facilities:

Ground Water - Existing:

- 1 - 14" X 156' X 2200 GPM Well Cased To 100 Feet
- 1 - 16" X 107' X 1500 GPM Well With Unknown Cased Depth
- 1 - 16" X 108' X 1500 GPM Well With Unknown Cased Depth
- 1 - 16" X 113' X 1800 GPM Well Cased To 93 Feet
- 1 - 16" X 114' X 1500 GPM Well Cased To 114 Feet
- 1 - 16" X 115' X 1800 GPM Well Cased To 115 Feet
- 1 - 16" X 123' X 1500 GPM Well Cased To 90 Feet
- 1 - 16" X 127' X 1500 GPM Well Cased To 88 Feet
- 1 - 16" X 130' X 2400 GPM Well Cased To 72 Feet
- 1 - 16" X 131' X 1500 GPM Well Cased To 97 Feet
- 1 - 16" X 136' X 1500 GPM Well With Unknown Cased Depth
- 1 - 16" X 140' X 1800 GPM Well With Unknown Cased Depth
- 1 - 16" X 150' X 2400 GPM Well Cased To 76 Feet
- 1 - 16" X 153' X 1600 GPM Well Cased To 80 Feet
- 1 - 16" X 153' X 2100 GPM Well Cased To 79 Feet
- 1 - 16" X 154' X 2100 GPM Well Cased To 80 Feet
- 1 - 16" X 158' X 2100 GPM Well Cased To 78 Feet
- 1 - 18" X 130' X 2000 GPM Well Cased To 113.5 Feet
- 1 - 18" X 140' X 2000 GPM Well Cased To 115 Feet
- 2 - 16" X 90' X 1500 GPM Wells Cased To 90 Feet
- 4 - 16" X 153' X 2100 GPM Wells Cased To 80 Feet

- 8 . Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

- 9 . Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the

conditions for permit issuance, includes:

(1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

(1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

(2) Reduction in water levels that harm the hydroperiod of wetlands,

(3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

(4) Harmful movement of contaminants in violation of state water quality standards, or

(5) Harm to the natural system including damage to habitat for rare or endangered species.

11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-

4680.

16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
17. Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.
18. Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.
19. The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
20. Permittee shall implement the wellfield operating plan described in District staff report prepared in support of recommendation for permit issuance.
21. Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit issuance. Loss reporting shall be submitted to the District on a yearly basis from the date of Permit issuance.
22. Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.
23. It has been determined that this project relies, in part on the waters from the Central and Southern Project, and as such is considered to be an indirect withdrawal from an MFL water body under recovery (Everglades). The Lower East Coast Regional Water Supply Plan (May 2000), which is the recovery plan for the Everglades, incorporates a series of water resource development projects and operational changes that are to be completed over the duration of the permit and beyond. If the recovery plan is modified and it is determined that this project is inconsistent with the approved recovery plan, the Permittee shall be required to modify the permit consistent with the provisions of Chapter 373, Florida Statutes.
24. The Water Conservation Plan required by Section 2.6.1 of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District, must be implemented in accordance with the

approved implementation schedule.

25. Public water utilities that control, either directly or indirectly, a wastewater treatment plant, and which have determined pursuant to Section 403.064, F.S., that use of reclaimed water is feasible, must provide the District with annual updates of the following information: (1) the status of distribution system construction, including location and capacity of lines; (2) a summary of uncommitted supplies for the next year; (3) copies of any new or amended local mandatory reclaimed water reuse zone ordinances; and (4) a list of end-users who have contracted to receive reclaimed water and the agreed upon quantity of water to be delivered.
26. Every five years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District Staff, which addresses the following:
 1. The results of a water conservation audit that documents the efficiency of water use on the project site using data produced from an onsite evaluation conducted. In the event that the audit indicates additional water conservation is appropriate or the per capita use rate authorized in the permit is exceeded, the permittee shall propose and implement specific actions to reduce the water use to acceptable levels within timeframes proposed by the permittee and approved by the District.
 2. A comparison of the permitted allocation and the allocation that would apply to the project based on current District allocation rules and updated population and per capita use rates. In the event the permit allocation is greater than the allocation provided for under District rule, the permittee shall apply for a letter modification to reduce the allocation consistent with District rules and the updated population and per capita use rates to the extent they are considered by the District to be indicative of long term trends in the population and per capita use rates over the permit duration. In the event that the permit allocation is less than allowable under District rule, the permittee shall apply for a modification of the permit to increase the allocation if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.
27. The Permittee shall continue to submit monitoring data in accordance with the approved water quality monitoring program for this project. Chloride and water level monitoring shall be collected monthly and submitted to the District quarterly

Wells SWI1, SWI2, SWI3, SWI4, SWI5, SWI6, SWI9, SWI10, PRW1 and PRW8

Chloride and water level monitoring shall be collected monthly and submitted to the District quarterly

Wells SWI1, SWI2, SWI3, SWI4, SWI5, SWI6, SWI9, SWI10, PRW1 and PRW8
28. The City has worked with Staff to implement an alternative water supply project (reuse dual distribution system) which is integral to preventing saltwater intrusion in the area. The implementation of this system is a requirement of this permit and as such is considered consistent with the objectives of the Lower East Coast Regional Water Supply Plan and the MFL recovery plan for the Everglades.

The City has worked with Staff to implement an alternative water supply project (reuse dual distribution system) which is integral to preventing saltwater intrusion in the area. The implementation of this system is a requirement of this permit and as such is considered consistent with the objectives of the Lower East Coast Regional Water Supply Plan and the MFL recovery plan for the Everglades.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

September 7, 2005

City of Pompano Beach
1201 Ne 5th Avenue
Utilities Department
Pompano Beach, FL 33061

Subject: Application No. **040302-8, Pompano Beach PWS**
Broward County, S21-23, 25-28, 32-36/T48S/R42E
S19, 20, 29-32/T48S/R42E
S1-8, 11, 12/T49S/R42E S6,7/T49S/R43E

Enclosed is a copy of the South Florida Water Management District's staff report covering the permit application referenced therein. It is requested that you read this staff report thoroughly and understand its contents. The recommendations as stated in the staff report will be presented to our Governing Board for consideration on **Wednesday September 14, 2005**.

Should you wish to object to the staff recommendation or file a petition, please provide written objections, petitions and/or waivers (refer to the attached "Notice of Rights") to:

Elizabeth Veguilla, Deputy Clerk
South Florida Water Management District
Post Office Box 24680
West Palm Beach, Florida 33416-4680

The "Notice of Rights" addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. You are advised, however, to be prepared to defend your position regarding the permit application when it is considered by the Governing Board for final agency action, even if you agree with the staff recommendation, as the Governing Board may take final agency action which differs materially from the proposed agency action.

Please contact the District if you have any questions concerning this matter.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the addressee this 7th day of September 2005 in accordance with Section 120.60 (3), Florida Statutes.

Sincerely,

Keith R. Smith, P.G., Deputy Director
Water Supply Department

KS/lj

CERTIFIED #7003 0500 0002 0067 4880

RETURN RECEIPT REQUESTED

GOVERNING BOARD

Kevin McCarty, *Chair*
Irela M. Bague, *Vice-Chair*
Pamela Brooks-Thomas

Alice J. Carlson
Michael Collins
Nicolás J. Gutiérrez, Jr., Esq.

EXECUTIVE OFFICE

Lennart E. Lindahl, P.E.
Harkley R. Thornton
Malcolm S. Wade, Jr.

Carol Ann Wehle, *Executive Director*

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1999), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

Petition for Administrative Proceedings

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

a. **Formal Administrative Hearing:** If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. **Informal Administrative Hearing:** If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

c. **Administrative Complaint and Order:** If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

d. **State Lands Environmental Resource Permit:** Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

e. **Emergency Authorization and Order:** A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

f. **Order for Emergency Action:** A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

g. **Permit Suspension, Revocation, Annulment, and Withdrawal:** If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by

any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

- (1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;
- (2) a statement of the preliminary agency action;
- (3) an explanation of how the person's substantial interests will be affected by the agency determination; and
- (4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

- (a) the caption shall read:
Petition for (Variance from) or (Waiver of) Rule (Citation)
- (b) The name, address, telephone number and any facsimile number of the petitioner;

- (c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);

- (d) the applicable rule or portion of the rule;

- (e) the citation to the statute the rule is implementing;

- (f) the type of action requested;

- (g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;

- (h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and

- (i) a statement of whether the variance or waiver is permanent or temporary, If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

- a) the specific facts that make the situation an emergency; and

- b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

28-106.201 INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;

- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

- (c) A statement of when and how the petitioner received notice of the agency decision;

- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

- (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

- (f) A demand for relief.

28-106.301 INITIATION OF PROCEEDINGS
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
 - (e) A demand for relief.

28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL

- (3) Requests for hearing filed in accordance with this rule shall include:
- (a) The name and address of the party making the request, for purposes of service;
 - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
 - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

- (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

28-107.005 EMERGENCY ACTION

- (1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.
- (2) the 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

40E-1.611 EMERGENCY ACTION

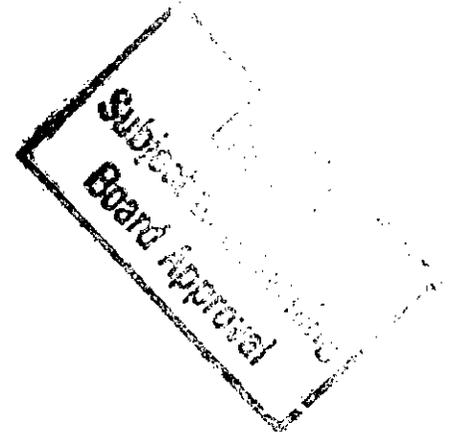
(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.

Last Date for Governing Board Action:
September 14, 2005

Water Use Staff Review Summary

Application Number: 040302-8
Permit Number: 06-00070-W
Project Name: POMPANO BEACH PWS
Water Use Permit Status: MODIFICATION/RENEWAL
Environmental Resource Permit Status: NOT APPLICABLE.
Right Of Way Permit Status: NOT APPLICABLE



Location: BROWARD COUNTY, S21-23,25-28,32-36/T48S/R42E
S19,20,29-32/T48S/R43E
S1-8,11,12/T49S/R42E
S6.7/T49S/R43E

Applicant's Name and Address: CITY OF POMPANO BEACH
1201 NE 5TH AVENUE
UTILITIES DEPARTMENT
POMPANO BEACH, FL 33061

Purpose:

The purpose of this application is to renew the water use permit for public water supply for the City of Pompano Beach serving 97,294 persons in the year 2010 with an average per capita use rate of 199 gallons per day and a maximum monthly to average monthly pumping ratio 1.13. Withdrawals are from the Biscayne Aquifer via 25 existing withdrawal facilities. The location of the service area and wellfields are shown in Exhibits 1-5.

To meet the demand of the projected increase in population, staff recommends an annual allocation of 7067 MG with a monthly allocation of 665 MG through August 10, 2010. Unless otherwise modified, the annual allocation will drop to 6478 MG on August 11, 2010 through August 10, 2025 with a corresponding maximum monthly allocation of 610 MG. The maximum monthly allocation from the Eastern (Airport) wellfield will be limited to 186 MG from November 1st through May 31st of each year and 279 MG from June 1st through October 31st of each year throughout the life of the permit.

The applicant has provided supporting documentation that the proposed use complies with Chapter 373, including District rules governing the issuance of permits for consumptive uses. District staff recommends approval of the application, subject to 28 limiting conditions, with duration of 20 years for the allocation serving the demands of the population existing at the time of permit renewal, and additional allocation, with duration of 5 years, to meet the projected increased demands of the population through August 2010.

Staff Recommendations

Date Of Issuance: September 14, 2005
Expiration Date: September 14, 2025
Water Use Classification: Public Water Supply
Sources: **Ground Water from:** Biscayne Aquifer

Recommended Allocation:

Annual Allocation: 7,067 Million Gallons (MG)
Maximum Monthly Allocation: 665.1 Million Gallons (MG)

Existing Withdrawal Facilities - Ground Water

Source: Biscayne Aquifer

- 1 - 14" X 156' X 2200 GPM Well Cased to 100 Feet
- 1 - 16" X 107' X 1500 GPM Well With Unknown Cased Depth
- 1 - 16" X 108' X 1500 GPM Well With Unknown Cased Depth
- 1 - 16" X 113' X 1800 GPM Well Cased to 93 Feet
- 1 - 16" X 114' X 1500 GPM Well Cased to 114 Feet
- 1 - 16" X 115' X 1800 GPM Well Cased to 115 Feet
- 1 - 16" X 123' X 1500 GPM Well Cased to 90 Feet
- 1 - 16" X 127' X 1500 GPM Well Cased to 88 Feet
- 1 - 16" X 130' X 2400 GPM Well Cased to 72 Feet
- 1 - 16" X 131' X 1500 GPM Well Cased to 97 Feet
- 1 - 16" X 136' X 1500 GPM Well With Unknown Cased Depth
- 1 - 16" X 140' X 1800 GPM Well With Unknown Cased Depth
- 1 - 16" X 150' X 2400 GPM Well Cased to 76 Feet
- 1 - 16" X 153' X 1600 GPM Well Cased to 80 Feet
- 1 - 16" X 153' X 2100 GPM Well Cased to 79 Feet
- 1 - 16" X 154' X 2100 GPM Well Cased to 80 Feet
- 1 - 16" X 158' X 2100 GPM Well Cased to 78 Feet
- 1 - 18" X 130' X 2000 GPM Well Cased to 113.5 Feet
- 1 - 18" X 140' X 2000 GPM Well Cased to 115 Feet
- 2 - 16" X 90' X 1500 GPM Wells Cased to 90 Feet
- 4 - 16" X 153' X 2100 GPM Wells Cased to 80 Feet

Rated Capacity

<u>Source</u>	<u>Status Code</u>	<u>GPM</u>	<u>MGM</u>	<u>MGY</u>
Biscayne Aquifer	E	46,200	2,022.5	24,283
Totals:		46,200	2,022.5	24,283

Project Description

The project is located in Broward County and consists of two wellfields [Eastern (Airport) and Western (Palm Aire)]. Water Use Permit No. 06-00070-W was last renewed in March 11, 1997. The current application requests a duration of 20 years for the City's 2005 population of 89,192 in the amount of 6478 MGY (17.7 MGD) with a maximum month allocation of 610 MGM (20.1 MGD) and a 5-year duration for 7,067 MG annually and maximum monthly allocation of 665 MG to meet the demands for the projected 2010 population of 97,294 people. A per capita use rate of 199 is used to determine project use and represents past use and the projected reductions in demands resulting from the City's water conservation efforts.

The City of Pompano is not requesting an increase in withdrawals from the Eastern Wellfield (Airport) which is limited to 186 MG from November 1st through May 31st of each year and 279 MG from June 1st through October 31st of each year throughout the life of the permit. The additional water recommended throughout the permit duration is to be obtained from only the Western Wellfield (Palm Aire). The City also is proposing to expand the scope of the existing reuse program. Under this program, the City will provide irrigation water to individual homes along the Intracoastal Canal which historically have used potable Utility water for irrigation. This program is expected to benefit the City by shifting existing capacity away from irrigation demands and make these flows available for future users.

HYDROGEOLOGY

The saturated thickness of the Biscayne aquifer is estimated to be 300 feet in the project area (SFWMD Technical Publication 92-05, A Three-Dimensional finite Difference Ground Water Flow Model of the Surficial Aquifer System, Broward County, Florida). The water elevation within the Surficial Aquifer System has been approximately 2.5 feet NGVD or greater in the vicinity of the Eastern Wellfield (Airport) and is estimated to be between 4 and 5 feet NGVD in the Palm Aire Wellfield. These water levels reflect, in part, historical pumpage from the above referenced wellfields. The elevation of the water table in the area is largely controlled by recharge from precipitation, the effects of wellfield pumpage, evapotranspiration and the stages maintained in the C-14 and Pompano Canals.

GROUNDWATER MODELING

The applicant modified the Broward County Groundwater Model, which was developed by SFWMD for the Lower East Coast Water Supply Planning process for individual and cumulative impact analysis. A series of scenarios were modeled to evaluate the potential for adverse impacts from the project withdrawals on wetlands, existing legal users, contamination movement, and deliveries from the SFWMD regional canal system. Model scenarios were designed based on the current permit and estimation of future water demands for the City of Pompano Beach. Six USGS monitor wells near the Pompano Beach wellfields (G853, G-1213, G-1315, G-1316, G-2147, and G-2443), were used in the model calibration. At all six locations, the model output is in agreement with local USGS water level data.

In addition to this modeling, District staff ran the SFWMM model, version 3.7 to evaluate direct and indirect impacts on the Everglades. The model runs are based on the current permit and estimation of future needs for the City of Pompano.

Impact Assessments

Water Resource Availability

Biscayne Aquifer-Eastern Wellfield (Airport)

Land surface elevation at the Eastern Wellfield (Airport) is approximately 18 feet NGVD. The saturated thickness of the Biscayne aquifer is approximately 300 feet in the project area. Withdrawals at the Eastern Wellfield (Airport) were previously limited to 186 MG from November 1st through May 31st of each year and 279 MG from June 1st through October 31st of each year. Since the withdrawals from the Eastern Wellfield (Airport) have been reduced, the dry season water level of the Surficial Aquifer System has been approximately 2.5 feet NGVD or greater. Based on the modeling results, less than

0.1 foot of additional drawdown is anticipated to occur within the Eastern Wellfield (Airport) as a result of the increase in withdrawals from the Western Wellfield (Palm Aire). This drawdown is not anticipated to significantly change the dry season water levels within the vicinity of the Eastern Wellfield (Airport). The potential for harm to occur to the water resource availability as result of the withdrawal of the recommended 5 and 20 year allocations is considered to be minimal.

Biscayne Aquifer-Western Wellfield(Palm-Aire)

Land surface elevation at the Western Wellfield (Palm Aire) is approximately 15 feet NGVD. Historic water levels in monitoring well G-2443 are approximately 5 feet NGVD or 10 feet below land surface. Dry season water levels in monitoring well G-1316 are approximately 7.5 feet NGVD or 7.5 feet below land surface. Considering the results obtained from the submitted modeling effort, the previously discussed thickness of the Surficial Aquifer System, and dry season water levels, the potential for harm to occur to the water resource availability as a result of the withdrawal of the recommended 5 and 20 year allocations is considered to be minimal.

Existing Legal Users

Biscayne Aquifer-Eastern Wellfield (Airport)

At the Eastern Wellfield (Airport), the nearest existing legal user is "Goodyear tire and Rubber Company", Water Use Permit No. 06-00336-W. The permit is for landscape irrigation from one well. This user is located within the area anticipated to have significant drawdown influence associated with the withdrawals of the Eastern Wellfield (Airport). Based on the recent modeling results, the estimated drawdown due at the Goodyear site is estimated to be less than 2 feet. The applicant is not requesting any changes to the permitted withdrawals from the Eastern Wellfield (Airport), which is currently limited to 186 MG from November 1st through May 31st of each year and 279 MG from June 1st through October 31st of each year. The potential for harm to occur to existing legal users as result of the withdrawal of the recommended 5 and 30 year allocations is considered to be minimal.

Biscayne Aquifer-Western Wellfield(Palm-Aire)

The nearest existing legal user to the Western Wellfield (Palm Aire) are the Palms, Pines and Sabal Golf Courses (Water Use Permit No. 06-01747-W). The wellfield is located in the north and central portion of this project. The north and central portions of the course are irrigated through direct withdrawals from the SFWMD C-14 Canal. The southern portion of the project is irrigated through a combination of withdrawals from groundwater wells and on-site lakes. Based on modeling results, the estimated cumulative drawdown at these withdrawal facilities is approximately 1 foot or less at the projected 2025 withdrawal rates. The potential for harm to occur to existing legal users as a result of the withdrawal of the recommended allocation is considered minimal.

Legal Domestic Users

Biscayne Aquifer-Eastern Wellfield (Airport)

At the Eastern Wellfield (Airport), the previous staff report indicated that the nearest potential residential use to the Eastern Wellfield (Airport) is located approximately 300 feet to the north. Staff is unaware of any complaints from domestic users in the vicinity of the Eastern Wellfield (Airport) indicating a loss in well service. The applicant is not requesting any changes to the permitted withdrawals from the Eastern Wellfield (Airport). The potential for harm to occur to existing legal users as a result of the withdrawal of the recommended 5 and 20 year allocations is considered to be minimal.

Biscayne Aquifer-Western Wellfield(Palm-Aire)

Within the previous evaluation, it was indicated that an aerial map indicated that residential homes are located within approximately 200 feet of the Western Wellfield (Palm Aire). Historic water levels in monitoring well G-2443 are approximately 5 feet NGVD or 10 feet below land surface. Dry season water levels in monitoring well G-1316 are approximately 7.5 feet NGVD or 7.5 feet below land surface.

Considering the results obtained from the modeling effort, when comparing the drawdown of the currently permitted allocation and the drawdown associated with the withdrawal of the requested allocation for the projected year 2010, water levels are anticipated to be less than 20 feet below land surface. This is expected to be within the withdrawal capability of a centrifugal pump. The potential for harm to occur to existing legal domestic users as a result of the withdrawal of the recommended 5 and 20 year allocations is considered to be minimal.

Saline Water Intrusion

Biscayne Aquifer-Eastern Wellfield (Airport)

Water quality data collected since the 1970s have shown the saline interface occurs adjacent to the Eastern Wellfield (Airport). During the 1980's, several water wells recorded elevated chlorides within the area of influence of the Eastern Wellfield (Airport).

Due to the potential for saline water intrusion at the Airport wellfield, the City of Pompano Beach received a water use permit renewal/modification and entered into a Consent Agreement with SFWMD in 1999. The permit required the long term operational plan for the Airport wellfield (279 M/month from June 1 to October 31 and 186 MG/month from November 1 to May 31), while the Consent Agreement authorized an "interim" operational plan during which time the membrane water treatment plant was being constructed and pumpage could be shifted inland. Both of these operational plans incorporated reductions in the historical withdrawal rates from the Eastern Wellfield (Airport). The monitoring data (chlorides and conductivity) shows either decreasing or stable conductivity trends, since the pumpage at the Eastern Wellfield (Airport) has been decreased. Staff considers the continuation of the current pumpage constraints on the Eastern Wellfield (Airport) will prevent inland movement of the saline interface (Limiting Condition No. 5). The potential for significant saline intrusion or upconing to occur as a result of the withdrawal of the recommended 5 and 20-year allocations is considered minimal.

Biscayne Aquifer-Western Wellfield(Palm-Aire)

Drawdown at the Western Wellfield (Palm Aire) was evaluated to determine the potential for saline water intrusion as a result of increased withdrawal rates. The 0.1 foot drawdown contours caused by the Western Wellfield (Palm Aire) in all the modeling scenarios do not reach the Eastern Wellfield (Airport) or the salt water front (Exhibits 14A-14C). The Palm Aire Wellfield is located approximately 3 miles west of G-57, the eastward salinity structure on the Pompano Canal. Structures S-37A and S-37B are located on the Cypress Creek Canal (C-14) and have optimum headwater stages of 3.5 feet NGVD and 7.5 feet NGVD respectively. The potential for significant saline intrusion or upconing to occur as a result of the withdrawal of the recommended 5 and 20 year allocations is considered to be minimal.

Wetlands

Biscayne Aquifer-Eastern Wellfield (Airport)

The applicant is not requesting any changes to the permitted withdrawals from its Eastern wellfield (Airport). The potential for harm to wetlands as a result of the withdrawal of the recommended 5 and 20 year allocations is considered to be minimal.

Biscayne Aquifer-Western Wellfield(Palm-Aire)

The nearest wetlands are depicted in Exhibit No. 14D. The nearest wetlands to Western Wellfield (Palm Aire) are located at the Fern Forest Nature Center, south of C-14 and west of the Turnpike, approximately 1000 feet southwest of the Palm Aire wellfield. Fern Forest is surrounded by drainage canals. The control elevations of the drainage canals are by design for flood protection and are substantially lower than land surface elevation. The drainage function of the canals control the water levels at Fern Forest and are a major factor in the hydroperiod of the environmental features. The Fern Forest is a historically drained system, which is artificially hydrated by permitted landscape irrigation withdrawals from the C-14 Canal (water use permit No. 06-00960-W). Based on the previous wetland evaluation, the greatest drawdown in the groundwater level due to the cumulative use (including a

maximum daily use of 17 MGD from the Palm Aire Wellfield) was estimated to be 0.8 foot at the southern portion of Fern Forest. Based on calculations submitted by the applicant (Exhibit 15), the increased pumpage from the Western Wellfield (Palm Aire) does not have a significant effect on seepage from Fern Forest (<10,000 GPD at the requested 2010 Palm Aire withdrawal rate). This small amount of seepage (<1% of the permitted allocation) is consistent with the minimal additional drawdown (<0.1 foot) at Fern Forest caused by the increase of the Western Wellfield (Palm Aire) withdrawals in all of the model scenarios.

In addition, a wetland (as identified in the National Wetland Inventory) is located south of the Palm Aire Country Club and the SFWMD C-14 Canal. Based on the submitted modeling results, this identified wetland is located outside of the area of influence (0.1 foot drawdown contour) of the City of Pompano's Western and Eastern wellfields in the (current permit and the estimated 2010 demands) withdrawal scenarios. The cumulative use scenario shows that the drawdown at the wetland does not change, as a result of the requested increase in withdrawals at the Western Wellfield (Palm Aire).

The potential for harm to these wetlands as a result of the recommended 5 year and 20 year allocations is considered to be minimal.

Source Of Pollution

Biscayne Aquifer-Eastern Wellfield (Airport)

Two historic landfills, the Pompano Air Dump and the Pompano Beach Dump, were identified in the vicinity of the Airport wellfield during the last permit renewal. The Pompano Air Dump is located approximately 1500 feet south of Airport Well No. 9. The Pompano Beach Dump (also known as the Old Copans Road Dump) is located approximately 3500 feet west of Airport Well No. 16. In addition, a gasoline station (Marathon - Broward County Environmental Protection Department site No. 1356) was identified near Airport well No. 6. The applicant has indicated that according to the Broward County Environmental Protection Department files, remediation began at the Marathon station in April 2003 and the monitoring data to the east of the site indicate that the contamination has not migrated off-site towards the wellfield. No increase in withdrawals are being requested from the Airport Wellfield. The potential for movement of contaminants, if present, from known pollution sources as a result of the withdrawals of the recommended 5 and 20 year allocations is considered to be minimal.

Biscayne Aquifer-Western Wellfield(Palm-Aire)

Within the previous evaluation of the Western Wellfield (Palm Aire), a gasoline station (Citgo - Broward County Environmental Protection Department site No. 1870) was identified north of the Western Wellfield (Palm Aire) well No. 20. As per the EPD files, remediation began at the Citgo station in April 2003 and the monitoring data along the southern boundary of the site indicate that the contamination has not migrated off-site towards the wellfield. The City of Pompano has constructed the four new production wells south of the C-14 Canal and reduced the pumpage in the northern portion of the wellfield. Based on the results obtained from the modeling effort, drawdown in the vicinity of the gasoline station is essentially the same with the year 2025 projected demands as was permitted in 1999. The potential for movement of contaminants, if present from known pollution sources as a result of the withdrawals of the recommended 5 and 20 year allocations is considered to be minimal.

Other Impacts

Biscayne Aquifer-Western Wellfield(Palm-Aire)

Existing Land Uses

Staff have investigated potential drawdown impacts from the Western Wellfield (Palm Aire) on the water hazards that are incorporated into the Palm Aire Golf Course and has relayed these concerns to the City of Pompano Beach. The City of Pompano Beach has met with Staff from the District and Staff from Broward County Environmental Protection Department. Broward County Environmental Protection

Department has had divers inspect culverts, which provide recharge to the Western Wellfield (Palm Aire) from the SFWMD C-14 Canal, and has concluded that the culvert system is in disrepair and is not providing recharge to the wellfield via the golf course lake system and is the primary reason for the historically low lake levels in the golf course. The District has recently provided funding to Broward County for improvements to the Northern County Recharge System, which provides recharge to public water supply wellfield in northern Broward County and reduces the potential for saline intrusion. The city is requesting the repair of these culverts be prioritized in order to provide recharge to the wellfield. This work is being scheduled for initiation by August 2005 and should be completed in September 2005.

Additional Information

Minimum Flows and Levels

BISCAYNE AQUIFER - The Biscayne Aquifer is an MFL water body covered under a prevention strategy set forth in Chapter 40E-8, F.A.C. The Biscayne Aquifer MFL is defined as the water level, which results in movement of the saltwater interface landward to the extent the water quality of an established withdrawal point is insufficient to serve as a water supply source. Consumptive use permit criteria for MFLs are located in Section 3.9 of the Basis of Review. The applicant has demonstrated that no additional drawdown is anticipated to occur at the saline water interface and will not result in movement of the saltwater interface. Therefore, the recommended 5 year and 20 year allocations are consistent with the Biscayne Aquifer MFL Prevention Plan.

EVERGLADES MFL- The Everglades, including Water Conservation Areas 2B, 3A and 3B is an MFL water body covered under a recovery strategy set forth in Chapter 40E-8, F.A.C. Chapter 40E-8.021(6) defines a direct withdrawal from an MFL water body as a ground water withdrawal that causes a water table drawdown greater than 0.1 feet, using a model accepted by the District, at any location beneath an MFL surface water body, up through a 1-in-10 year drought.

The applicant demonstrated that drawdown resulting from the recommended allocations does not extend to the Everglades. Therefore, the requested allocation is not a direct withdrawal from an MFL water body. However, since the withdrawal has the ability to induce seepage from regional canals that derive water supply from the Everglades, the project is considered an indirect withdrawal from an MFL water body under a recovery strategy. Impacts from the indirect withdrawal from an MFL water body were evaluated against the criteria contained in Section 3.9.1 of the Basis of Review which requires users to demonstrate the requested allocation is consistent with the MFL recovery plan contained in the applicable Regional Water Supply Plan (Lower East Coast Regional Water Supply Plan 2000). The Everglades MFL Recovery Plan as described in the LECRWSP contemplated limited growth in consumptive use prior to and consistent with the scheduled deployment of CERP and specified water resource development projects contained in the plan.

As an aid to determine if a requested allocation is consistent with the recovery plan, a series of CUP/CERP guiding principles were developed through the Water Resource Advisory Committee and received concurrence from the Governing Board. The guiding principles included an analysis where the District's SFWMM model, Version 3.7 was run with all wellfields including Pompano Beach pumping their October 2003 allocation plus 20 percent (unless limited by permit criteria). The resulting Everglades's hydropattern responses were compared with the LEC Regional Water Supply Plan (May 2000) incremental model run for years 2005, 2010, 2015 and 2020. The results were consistent with the LEC Water Supply Plan and the basis of the Minimum Flows and Levels recovery plan. The amount of water simulated for Pompano Beach in the MFL evaluation was 7906 MGY which is slightly more than the recommended allocation here. As a result, staff considers the recommended allocation to be consistent with the MFL recovery plan for the Everglades.

BACKGROUND

The first water use permit for the City of Pompano Beach was issued on July 8, 1976 with an expiration

Additional Information

date of July 8, 1979. Within the permit, the City of Pompano Beach was allowed to withdraw water from the City's original Eastern wellfield (Airport). As the water demands for the City of Pompano Beach grew, the increased water withdrawals began to move the saltwater interface westward towards the wellfield. By the late 1970's, the City began to look westward for another wellfield which would be located away from the saltwater interface. The Western wellfield was located in the Palm Aire golf course and was originally permitted on December 10, 1981.

During the droughts of the 1980's, and despite the efforts of the City of Pompano Beach, the saline interface continued to move closer to the Airport Wellfield. During the drought of 1989/1990, the volume of water from the Palm Aire Wellfield was increased in order to reduce the demands on the Eastern Wellfield (Airport).

On February 14, 1991, the District issued the City a one-year permit. The permit was conditioned to require the City to evaluate their long term water supply situation and come up with a capital and operational plan to meet their future demands without causing saltwater intrusion or other harm to existing users or the water resources. This permit was allowed to expire on February 14, 1992 and a water application for a new permit was submitted on June 19, 1992. The long term water supply plan was not submitted with the June 19, 1992 application. In February 1997, the application remained incomplete and the District issued a Notice of Violation to the City for withdrawals of water without a permit.

Due to previous treatment constraints of the existing lime softening plant, the City of Pompano Beach was limited on how much water could be obtained from the Western Wellfield and how much reduction in water demands could occur within the Eastern Wellfield. Within the issuance of the March 11, 1999 permit, withdrawals from the Eastern Wellfield were limited to a maximum monthly allocation of 186 MG from November 1st through May 31st of each year and 279 MG from June 1st through October 31st of each year throughout the life of the permit. The recommended increase in withdrawals were to be obtained from the Western Wellfield using a new membrane softening treatment system. In order to provide time to construct the membrane softening treatment plant, resolve the enforcement action of February 1997, and protect the water resources and existing legal users from harm, the City of Pompano Beach and the District entered into a Consent Agreement concurrently with the issuance of that permit. The Consent Agreement provided for a 3 year interim operation plan that included extensive resource and water use monitoring, specific pumpage limits, mandatory pumpage cutback triggers and stipulated penalties for noncompliance.

EXISTING FACILITIES

The City of Pompano Beach total existing withdrawal capacity is 66.5 MGD from 25 wells whose locations are shown on Exhibits 3, 4, and 5. There are 15 wells at the Eastern Wellfield and 10 wells at the Western Wellfield. Pertinent well data for the supply wells are included in this report as Exhibit 6.

The City owns and operates one treatment plant. The rated capacity of the lime softening portion of the plant is 40 MGD and the rated capacity of the new membrane portion is 10 MGD. The City of Pompano has 13 MG of storage capacity, with 2.0 MG at the treatment plant, two 5.0 MG and one 1.0 MG above ground storage tank.

PROPOSED FACILITIES

There are no proposed withdrawal facilities.

INTERCONNECTS

The Eastern and Western wellfields are interconnected and the water from both of these wellfields is treated in one water treatment plant. The City has emergency interconnects with the Broward County 2A

Additional Information

system (06-00142-W) and the City of Fort Lauderdale (06-00123-W).

POPULATION PROJECTIONS

The City of Pompano Beach is requesting to increase the permitted allocation to meet the projected demands of the increasing population within the service area. Population estimates were developed by the City of Pompano Beach's Planning Department, based on projections by the Broward County Planning services Division. The population included in this application reflects projections made by the County utilizing the 2000 Census data. The County's Population Forecasting Model has been approved by the Department of Community Affairs (DCA) and adopted as part of the County's Comprehensive Plan. The population information is based on permanent resident population forecasts at 5 year intervals for each traffic analysis zone (TAZ) in the City of Pompano Beach's utility service area.

PER CAPITA USE RATE

The average per capita use rate and maximum average month ratio were calculated at 199 GPD and 1.13 respectively. Based on the last three years, an average to month ratio of 1.13 was calculated (Exhibit 17). For a 5 year period from 1999 through 2004 (excluding 2001 drought year because of the abnormally low withdrawals that year in response to the water shortage restrictions imposed by the District), an average per capita use rate of 210 gallons/person/day was calculated. However, the City's average per capita use rate for the last 3 years is 199 gallons/person/day. These years are thought to be representative of future demands because of the implementation of the Conservation Plan including the dual distribution program described below and shown on Exhibits 16A and 16B. During the next five years, the City will begin implementation of the dual distribution reuse water system (additional 1.6 MGD of distribution capacity, of which potentially 50% of the constructed capacity will be utilized on an average annual basis due to changing seasonal irrigation demands) and will begin to fully utilize the additional 5 MGD of constructed membrane treatment (1.25 MGD of treatment losses at full utilization). Pursuant to Limiting Condition No. 28, by the year 2010, the increase reuse water utilization should offset the increased membrane treatment and the City anticipates no change in the overall per capita use rate. Beyond 2010, further increases in reuse water utilization should result in a decrease in the per capita use rate. The recommended allocations within this staff report are based on a per capita use rate of 199 gallons/person/day and an average maximum:average month ratio of 1.13.

RECOMMENDED ALLOCATIONS AND PERMIT DURATION

The applicant requested a permit duration of 20 years pursuant to Chapter 373.236 F.S. In part, this statute provides for the issuance of 20-year duration permits if there is sufficient data to provide reasonable assurances that the conditions of permit issuance will be met for the duration of the permit. The conditions of issuance are contained in District Rule 40E-2.301 with specific criteria for a 20-year permit duration defined in the Basis of Review for Water Use Permit Applications, Section 1.7.2. Based on the reasonable assurances provided by the applicant as described in the Impact Evaluation Section of the Staff Report, Staff recommends that a 20 year duration permit should be issued, with an allocation necessary to meet the demands of the current population of 89,192 persons at the approved per capita use rate of 199 GPD. Staff recommends a 5-year duration for the allocation needed to meet the demands of the projected 2010 population, an increase of 8,102 persons from the year 2005. Pursuant to Limiting Condition No. 5, after August 10, 2010, the annual allocation shall not exceed 6,478 MG and the maximum monthly allocation shall not exceed 610 MG. The 5-year annual allocation shall not exceed 7,067 MG and the 5-year maximum monthly allocation shall not exceed 665 MGM. The 5-year allocation shall expire August 10, 2010, unless a modification or renewal is approved consistent with District rules and updated population and per capita use rates to the extent they are considered by the District to be indicative of long-term trends in the population and per capita use rates over the permit duration.

WELLFIELD PROTECTION ORDINANCE

Additional Information

The City's wellfields are protected under the Broward County Wellfield - Protection Ordinance. Wellfield Protection Ordinance-Chapter 27-12 of the County Environmental Regulations, Pollution Control, contains the wellfield protection requirements.

WATER CONSERVATION PLAN

The applicants water conservation plan, addressing the mandatory elements of the plan, is as follows:

Permanent Irrigation Ordinance - An ordinance for the limitation of lawn and ornamental irrigation hours is adopted in the City's Code of Ordinances Section 50.14 (Restrictions of Irrigation).

Xeriscape Landscape Ordinance - Adopted in the City's Code of Ordinances Section 155.127 (Landscaping - General Requirements).

Ultra -Low Volume Plumbing Standards - The South Florida Building Code (SFBC) contains flow restriction requirements. Section 6 of the Broward County Code prohibits a City from enacting standards different from the SFBC. The City's Building Department enforces the SFBC requirements.

Water Conservation Rate Structure - Adopted in the City's Code of Ordinances Section 50.03 (Water Tariff).

Leak Detection - The City has active leak detection and meter replacement programs. The average unaccounted for water loss in 2003 was 7.8%.

Rain Sensor Device - The requirement of rain sensor override for new lawn sprinkler systems is adopted in the City's Code of Ordinances Section 155.127 (Landscaping - General Requirements).

Public Information Program - Water conservation information is distributed with the water bills and is also available in the City Hall and Utilities buildings. The City also provides speakers on water conservation practices.

Reclaimed Water - The City has constructed a reclaimed water facility at the municipal golf course, which is located to the east of the airport wellfield. The facility treats wastewater generated by the Broward County North Regional Wastewater Treatment Plant, which would otherwise be disposed through the County's ocean outfall. Reuse water utilization decreased the potential for saline water intrusion by providing aquifer recharge between the saline water front and the wellfield. The reclaimed water is used to irrigate two City golf courses, a community park, and road medians on Federal Highway and Copans Road. In 2003, an average of 1.3 MGD of reclaimed water was utilized. In order to further the City's water conservation efforts and reduce the City's overall per capita use rate, the City will be expanding its reuse water program by developing a dual distribution delivery system in predominately residential areas east of U.S. Highway 1. The City has developed a phased implementation approach for the dual distribution system and currently anticipates constructing an additional 1.6 MGD of distribution capacity by 2010 and another 1.6 MGD of capacity by 2015. The proposed schedule is of course contingent on funding and wastewater permitting issues.

Pursuant to Limiting Condition No. 28, the implementation of this system is a requirement of this permit and as such is considered consistent with the objectives of the Lower East Coast Regional Water Supply Plan and the MFL recovery plan for the Everglades.

COMPLIANCE REPORTS

Pursuant to Limiting Condition No. 22, the permittee shall maintain accurate flow measurements at the intake of the water treatment plant for measuring daily inflow of water. Pursuant to Limiting Condition No.

Additional Information

26, every five years from the date of permit issuance, the permittee shall submit a water compliance report for review and approval by District Staff. Pursuant to Limiting Condition No. 27, the permittee shall continue to submit chloride and water level data that shall be collected monthly and submitted to the District quarterly in accordance with the approved water quality monitoring program.

WATER USE ACCOUNTING

The City has equipped all of the wells with flow meters. The flow meters were last calibrated in August 2003. As part of the Western treatment plant upgrade, the City has installed upgraded flow meters with totalizers on all wells. Pursuant to Limiting Condition No. 18, monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.

Recommendations

Project Name: POMPANO BEACH PWS
Application Number: 040302-8
Permit Number: 06-00070-W
Date Of Issuance: September 14, 2005



Recommendations:

Staff recommends renewal of water use permit for public water supply for the service area Pompano Beach serving 97,294 persons in the year 2010 with an average per capita use rate of 199 gallons per day and a maximum daily to average daily pumping ratio 1.13. Withdrawals are from Biscayne Aquifer via 25 existing withdrawal facilities. The use is reasonable-beneficial, will not interfere with any presently existing legal use of water and is consistent with the public interest. The use is further subject to 28 limiting conditions.

Application Reviewer: Jeffery Scott Date: 8/18/05
Jeffery Scott

Supervisor: James Harmon Date: 8/19/05
James Harmon, P.G.

Water Use Division: Wm. Scott Burns Date: 9/2/05
Wm. Scott Burns, P.G.

Limiting Conditions

1. This permit shall expire on September 14, 2025.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Public water supply

4. Source classification is:

Ground Water from:
Biscayne Aquifer

5. Annual allocation shall not exceed 7067 MG.

Maximum monthly allocation shall not exceed 665.1 MG.

The stipulated annual allocation of 7,067 MG and maximum monthly allocation of 665.1 MG are authorized through August 10, 2010. After August 10, 2009, the annual allocation shall not exceed 6,478 MG and the maximum month allocation shall not 610 MG unless the permit is modified.

The maximum monthly allocation shall not exceed 186 MG from the Airport Wellfield from November 1st through May 31st of each year.

The maximum monthly allocation shall not exceed 279 MG from the Airport Wellfield from June 1st through October 31st of each year.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:
City of Pompano Beach

7. Withdrawal Facilities:

Ground Water - Existing:

- 1 - 14" X 156' X 2200 GPM Well Cased To 100 Feet
- 1 - 16" X 107' X 1500 GPM Well With Unknown Cased Depth
- 1 - 16" X 108' X 1500 GPM Well With Unknown Cased Depth
- 1 - 16" X 113' X 1800 GPM Well Cased To 93 Feet
- 1 - 16" X 114' X 1500 GPM Well Cased To 114 Feet
- 1 - 16" X 115' X 1800 GPM Well Cased To 115 Feet
- 1 - 16" X 123' X 1500 GPM Well Cased To 90 Feet
- 1 - 16" X 127' X 1500 GPM Well Cased To 88 Feet

Limiting Conditions

- 1 - 16" X 130' X 2400 GPM Well Cased To 72 Feet
- 1 - 16" X 131' X 1500 GPM Well Cased To 97 Feet
- 1 - 16" X 136' X 1500 GPM Well With Unknown Cased Depth
- 1 - 16" X 140' X 1800 GPM Well With Unknown Cased Depth
- 1 - 16" X 150' X 2400 GPM Well Cased To 76 Feet
- 1 - 16" X 153' X 1600 GPM Well Cased To 80 Feet
- 1 - 16" X 153' X 2100 GPM Well Cased To 79 Feet
- 1 - 16" X 154' X 2100 GPM Well Cased To 80 Feet
- 1 - 16" X 158' X 2100 GPM Well Cased To 78 Feet
- 1 - 18" X 130' X 2000 GPM Well Cased To 113.5 Feet
- 1 - 18" X 140' X 2000 GPM Well Cased To 115 Feet
- 2 - 16" X 90' X 1500 GPM Wells Cased To 90 Feet
- 4 - 16" X 153' X 2100 GPM Wells Cased To 80 Feet

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

(1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

(1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh

Limiting Conditions

water/salt water interface,

- (2) Reduction in water levels that harm the hydroperiod of wetlands,
 - (3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,
 - (4) Harmful movement of contaminants in violation of state water quality standards, or
 - (5) Harm to the natural system including damage to habitat for rare or endangered species.
11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
 12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
 13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
 14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
 15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
 16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
 17. Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.
 18. Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.
 19. The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
 20. Permittee shall implement the wellfield operating plan described in District staff report prepared in support of recommendation for permit issuance.
 21. Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit issuance. Loss reporting shall be submitted to the District on a yearly basis from the date of Permit issuance.
 22. Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.
 23. It has been determined that this project relies, in part on the waters from the Central and Southern

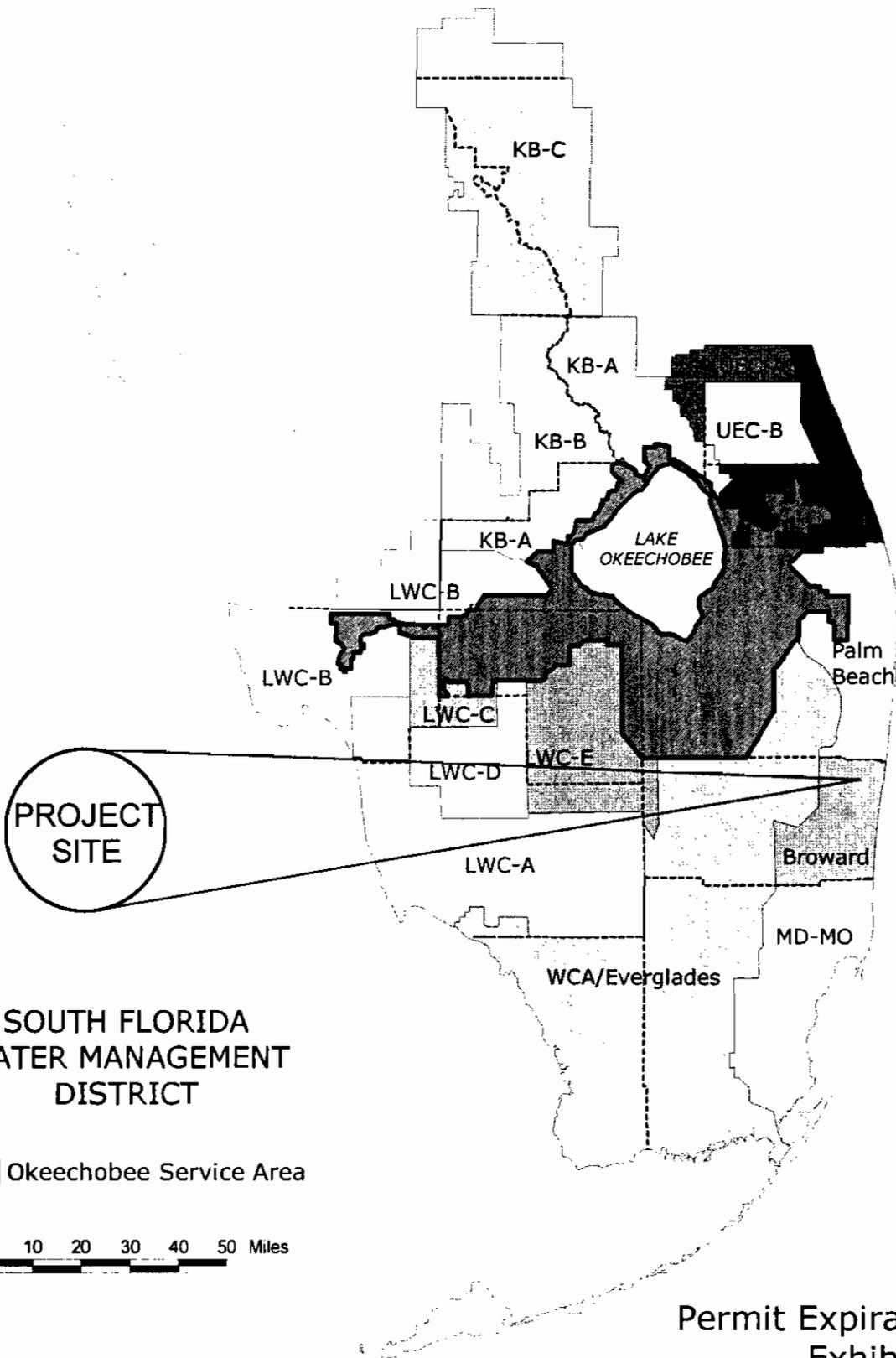
Limiting Conditions

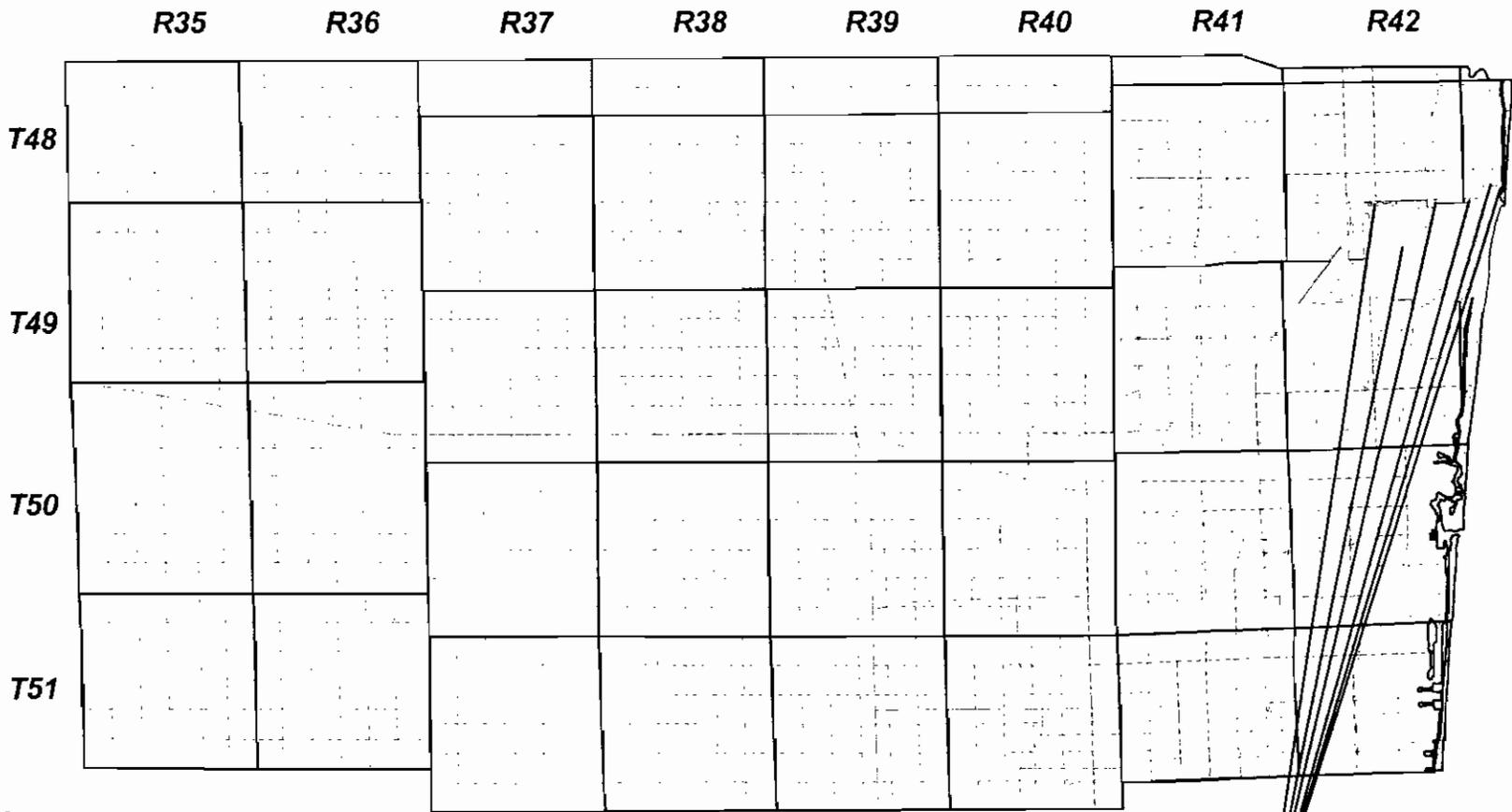
Project, and as such is considered to be an indirect withdrawal from an MFL water body under recovery (Everglades). The Lower East Coast Regional Water Supply Plan (May 2000), which is the recovery plan for the Everglades, incorporates a series of water resource development projects and operational changes that are to be completed over the duration of the permit and beyond. If the recovery plan is modified and it is determined that this project is inconsistent with the approved recovery plan, the Permittee shall be required to modify the permit consistent with the provisions of Chapter 373, Florida Statutes.

24. The Water Conservation Plan required by Section 2.6.1 of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District, must be implemented in accordance with the approved implementation schedule.
25. Public water utilities that control, either directly or indirectly, a wastewater treatment plant, and which have determined pursuant to Section 403.064, F.S., that use of reclaimed water is feasible, must provide the District with annual updates of the following information: (1) the status of distribution system construction, including location and capacity of lines; (2) a summary of uncommitted supplies for the next year; (3) copies of any new or amended local mandatory reclaimed water reuse zone ordinances; and (4) a list of end-users who have contracted to receive reclaimed water and the agreed upon quantity of water to be delivered.
26. Every five years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District Staff, which addresses the following:
 1. The results of a water conservation audit that documents the efficiency of water use on the project site using data produced from an onsite evaluation conducted. In the event that the audit indicates additional water conservation is appropriate or the per capita use rate authorized in the permit is exceeded, the permittee shall propose and implement specific actions to reduce the water use to acceptable levels within timeframes proposed by the permittee and approved by the District.
 2. A comparison of the permitted allocation and the allocation that would apply to the project based on current District allocation rules and updated population and per capita use rates. In the event the permit allocation is greater than the allocation provided for under District rule, the permittee shall apply for a letter modification to reduce the allocation consistent with District rules and the updated population and per capita use rates to the extent they are considered by the District to be indicative of long term trends in the population and per capita use rates over the permit duration. In the event that the permit allocation is less than allowable under District rule, the permittee shall apply for a modification of the permit to increase the allocation if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.
27. The Permittee shall continue to submit monitoring data in accordance with the approved water quality monitoring program for this project. Chloride and water level monitoring shall be collected monthly and submitted to the District quarterly

Wells SWI1, SWI2, SWI3, SWI4, SWI5, SWI6, SWI9, SWI10, PRW1 and PRW8

28. The City has worked with Staff to implement an alternative water supply project (reuse dual distribution system) which is integral to preventing saltwater intrusion in the area. The implementation of this system is a requirement of this permit and as such is considered consistent with the objectives of the Lower East Coast Regional Water Supply Plan and the MFL recovery plan for the Everglades.





BROWARD COUNTY
FLORIDA

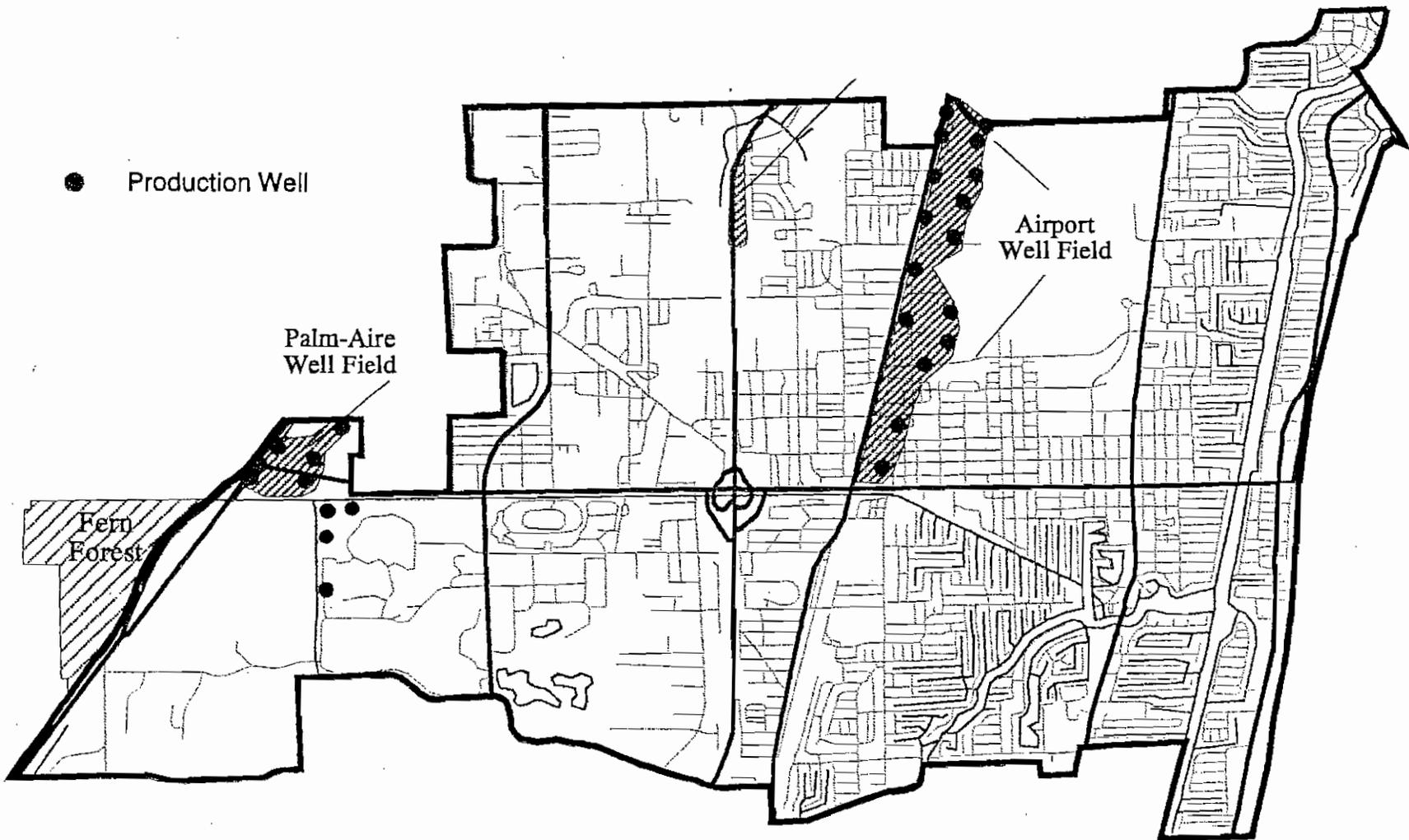
0 5 10 Miles

App # 040302-8

Permit # 06-00070-W

Project: POMPANO BEACH PWS

PROJECT SITE



EXHIBIT

3

Pompano Beach Service Area

COCONUT CREEK



SERVICE AREA BOUNDARY

PALM-AIRE
WELLFIELD

W-20 ●
 W-19 ●
 W-21 ●
 W-18 ●
 W-22 ●

W-24 ● W-23 ●
 W-25 ●
 W-26 ●

OPA-2

SERVICE AREA

EXHIBIT 4

92061975

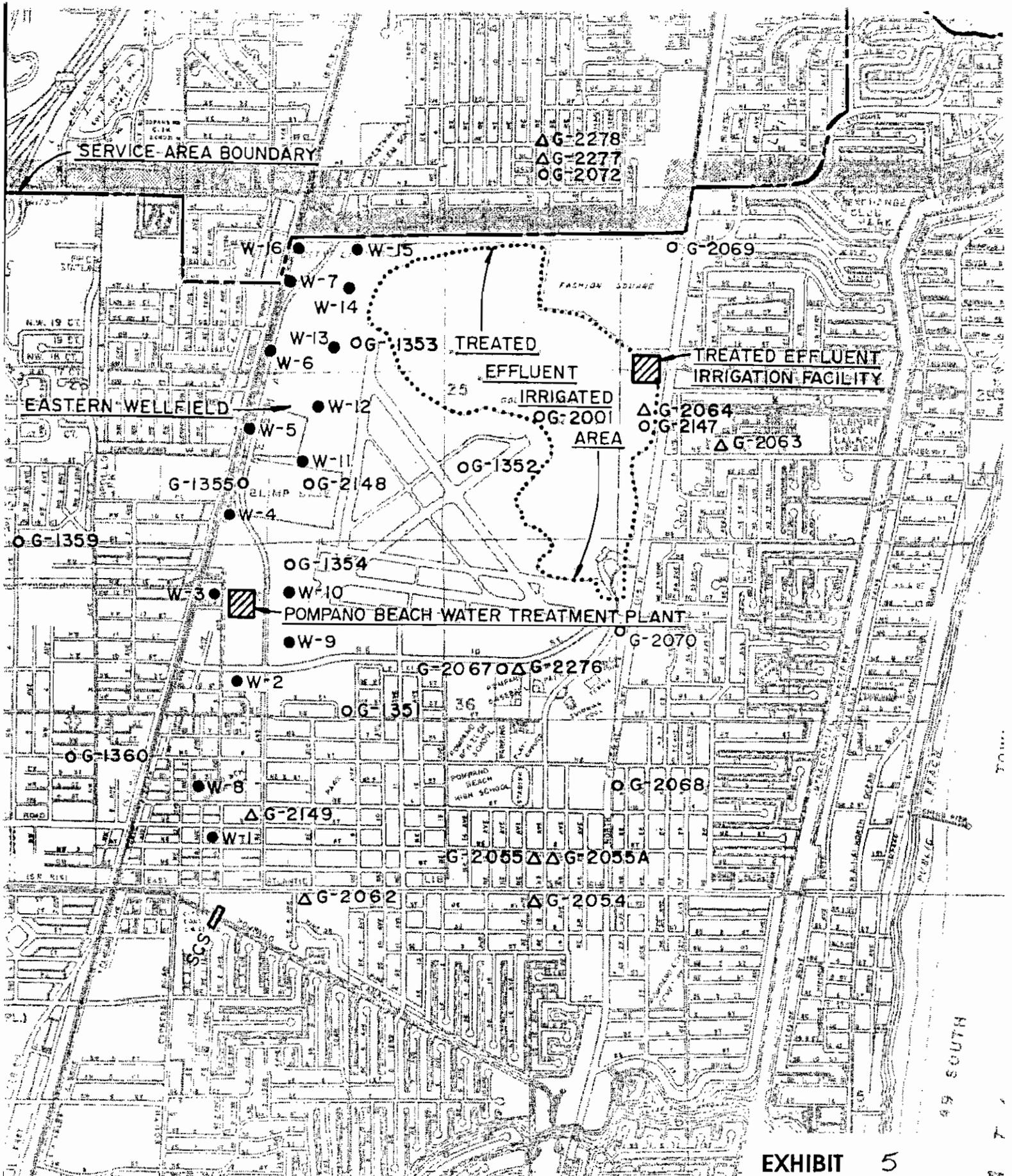


EXHIBIT 5

TABLE - A
Description Of Wells.

Application Number: 040302-8

Well ID	2622	2623	2624	2625	2626	2627
Name	2	3	4	5	6	7
Map Designator	2	3	4	5	6	7
FLUWID Number						
Well Field	Eastern Wellfield					
Existing/Proposed	E	E	E	E	E	E
Well Diameter(Inches)	16	16	16	16	14	16
Total Depth(feet)	136	107	140	108	156	90
Cased Depth(feet)	0	0	0	0	100	90
Facility Elev. (ft. NGVD)						
Screened Interval From	0	0	0	0	0	0
To	0	0	0	0	0	0
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	turbine	turbine	turbine	turbine	turbine	turbine
Pump Int. Elev. Feet (NGVD)						
Feet (BLS)	0	0	0	0	0	0
Pump Capacity(GPM)	1500	1500	1800	1500	2200	1500
Year Drilled	1952	1950	1955	1958	1958	1960
Planar Location Source	Migrate	Migrate	Migrate	Migrate	Migrate	Migrate
Feet East	944389	944009	944235	944534	944841	946078
Feet North	694082	695366	696635	697956	699103	700030
Accounting Method	unspecified	unspecified	unspecified	unspecified	unspecified	unspecified
Use Status	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply					
Aquifer	Biscayne Aquifer					

Exhibit No: 6

TABLE - A
Description Of Wells.

Application Number: 040302-8

Well ID	2628	2629	2630	2631	2632	2633
Name	8	9	10	11	12	13
Map Designator	8	9	10	11	12	13
FLUWID Number						
Well Field	Eastern Wellfield					
Existing/Proposed	E	E	E	E	E	E
Well Diameter(Inches)	16	16	16	16	16	16
Total Depth(feet)	90	131	113	127	123	115
Cased Depth(feet)	90	97	93	88	90	115
Facility Elev. (ft. NGVD)						
Screened Interval						
From	0	0	0	0	0	0
To	0	0	0	0	0	0
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	turbine	turbine	turbine	turbine	turbine	turbine
Pump Int. Elev. Feet (NGVD)						
Feet (BLS)	0	0	0	0	0	0
Pump Capacity(GPM)	1500	1500	1800	1500	1500	1800
Year Drilled	1961	1963	1961	1964	1967	1968
Planar Location						
Source	Migrate	Migrate	Migrate	Migrate	Migrate	Migrate
Feet East	943783	945193	945174	945316	945607	945848
Feet North	692534	694727	695455	697455	698264	699132
Accounting Method	unspecified	unspecified	unspecified	unspecified	unspecified	unspecified
Use Status	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply					
Aquifer	Biscayne Aquifer					

Exhibit No: 6

TABLE - A
Description Of Wells.

Application Number: 040302-8

Well ID	2634	2635	2636	2637	2638	2639
Name	14	15	16	17	18	19
Map Designator	14	15	16	17	18	19
FLUWID Number						
Well Field	Eastern Wellfield	Eastern Wellfield	Eastern Wellfield	Eastern Wellfield	Western Wellfield(Palm-aire)	Western Wellfield(Palm-aire)
Existing/Proposed	E	E	E	E	E	E
Well Diameter(Inches)	16	18	18	16	16	16
Total Depth(feet)	114	140	130	150	130	158
Cased Depth(feet)	114	115	113.5	76	72	78
Facility Elev. (ft. NGVD)						
Screened Interval From	0	0	0	0	0	0
To	0	0	0	0	0	0
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	turbine	turbine	turbine	turbine	turbine	turbine
Pump Int. Elev. Feet (NGVD)						
Feet (BLS)	0	0	0	0	0	0
Pump Capacity(GPM)	1500	2000	2000	2400	2400	2100
Year Drilled	1969	1972	1972	1984	1984	1984
Planar Location						
Source	Migrate	Migrate	Migrate	Migrate	Migrate	Migrate
Feet East	946090	946212	945289	926558	926899	927255
Feet North	700068	700643	700613	690628	691010	691456
Accounting Method	unspecified	unspecified	unspecified	unspecified	unspecified	unspecified
Use Status	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply	Public Water Supply				
Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer	Biscayne Aquifer

Exhibit No: 6

TABLE - A
Description Of Wells.

Application Number: 040302-8

Well ID	2640	2641	2642	164567	164568	164569
Name	20	21	22	23	24	25
Map Designator	20	21	22	23	24	25
FLUWID Number						
Well Field	Western Wellfield(Palm-aire)					
Existing/Proposed	E	E	E	E	E	E
Well Diameter(Inches)	16	16	16	16	16	16
Total Depth(feet)	154	153	153	153	153	153
Cased Depth(feet)	80	80	79	80	80	80
Facility Elev. (ft. NGVD)						
Screened Interval						
From	0	0	0			
To	0	0	0			
Pumped Or Flowing	P	P	P	P	P	P
Pump Type	turbine	turbine	turbine	turbine	turbine	turbine
Pump Int. Elev. Feet (NGVD)						
Feet (BLS)	0	0	0	0	0	0
Pump Capacity(GPM)	2100	1600	2100	2100	2100	2100
Year Drilled	1984	1984	1984			
Planar Location						
Source	Migrate	Migrate	Migrate	Migrate	Migrate	Migrate
Feet East	928822	928065	927928	929216	928329	928140
Feet North	691954	691418	690859	690308	690289	689250
Accounting Method	unspecified	unspecified	unspecified	unspecified	unspecified	unspecified
Use Status	Primary	Primary	Primary	Primary	Primary	Primary
Water Use Type	Public Water Supply					
Aquifer	Biscayne Aquifer					

Exhibit No: 6

TABLE - A
Description Of Wells.

Application Number: 040302-8

Well ID	177414	136299	136193	136303	136302	136307
Name	26	SWI1-S	SWI1D	SWI2-S	SWI2-D	SWI4-S
Map Designator	26	MW-1	MW-1	MW-2	MW-2	MW-4
FLUWID Number						
Well Field	Western Wellfield(Palm-aire)					
Existing/Proposed	E	E	E	E	E	E
Well Diameter(Inches)	16					
Total Depth(feet)	153	120	200	120	180	120
Cased Depth(feet)	80					
Facility Elev. (ft. NGVD)						
Screened Interval From						
To						
Pumped Or Flowing	P					
Pump Type	turbine	none	none	none	none	none
Pump Int. Elev. Feet (NGVD)						
Feet (BLS)	0					
Pump Capacity(GPM)	2100	0	0	0	0	0
Year Drilled						
Planar Location Source	Migrate					
Feet East	928140	947553.43	947553.43	946184.35	946184.35	949589.5
Feet North	688023	698253.31	698253.98	693443.98	693443.98	700570.22
Accounting Method	unspecified	none	none	none	none	none
Use Status	Primary	Monitor	Monitor	Monitor	Monitor	Monitor
Water Use Type	Public Water Supply	Monitor	Monitor	Monitor	Monitor	Monitor
Aquifer	Biscayne Aquifer	Surficial Aquifer System				

Exhibit No: 6

TABLE - A
Description Of Wells.

Application Number: 040302-8

Well ID	136306	136325	136308	136327	136326	136333
Name	SWI4-D	SWI5-S	SWI5-D	SWI6-S	SWI6-D	SWI9-S
Map Designator	MW-4	MW-5	MW-5	MW-6	MW-6	MW-9
FLUWID Number						
Well Field						
Existing/Proposed	E	E	E	E	E	E
Well Diameter(Inches)						
Total Depth(feet)	200	120	200	120	200	130
Cased Depth(feet)						
Facility Elev. (ft. NGVD)						
Screened Interval						
From						
To						
Pumped Or Flowing						
Pump Type	none	none	none	none	none	none
Pump Int. Elev. Feet (NGVD)						
Feet (BLS)						
Pump Capacity(GPM)	0	0	0	0	0	0
Year Drilled						
Planar Location						
Source						
Feet East	949589.5	946184.35	946184.35	947869.37	947869.37	
Feet North	700570.22	694742.85	694742.85	695023.69	695023.69	
Accounting Method	none	none	none	none	none	none
Use Status	Monitor	Monitor	Monitor	Monitor	Monitor	Monitor
Water Use Type	Monitor	Monitor	Monitor	Monitor	Monitor	Monitor
Aquifer	Surficial Aquifer System					

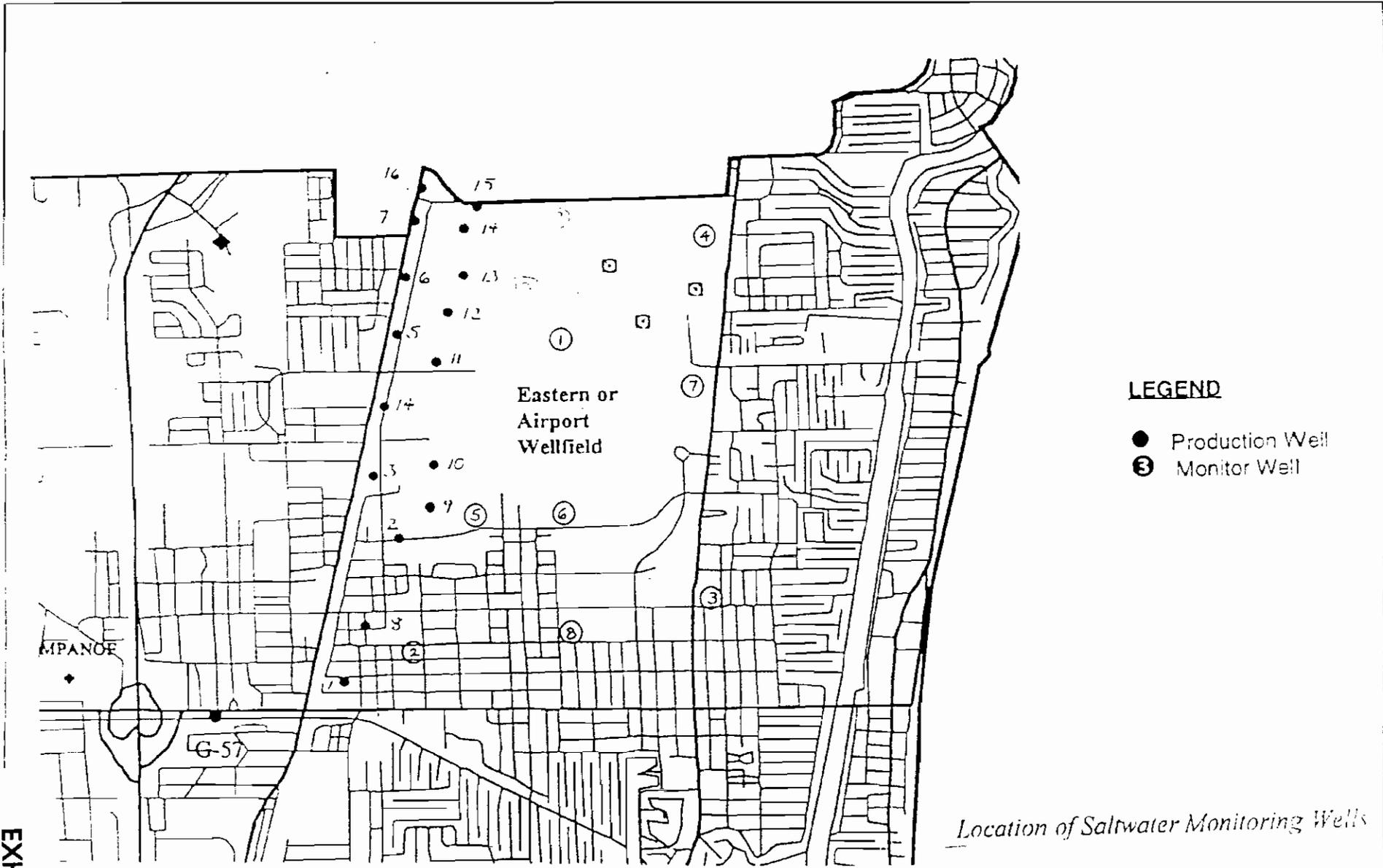
Exhibit No: 6

TABLE - A
Description Of Wells.

Application Number: 040302-8

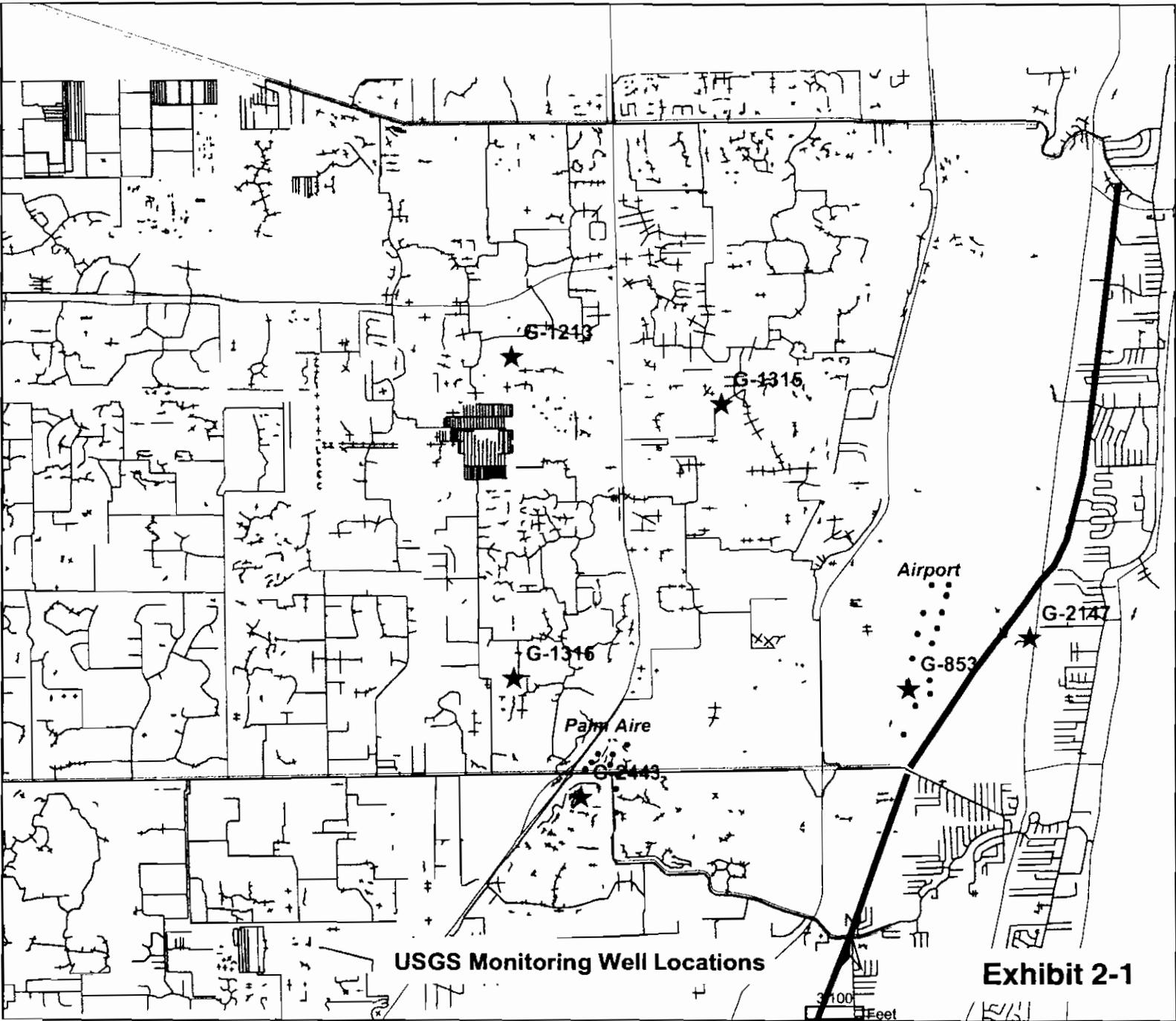
Well ID	136332	136301	136300	136319	136320
Name	SWI9-D	SWI10-S	SWI10-D	PRW1	PRW8
Map Designator	MW-9	MW-10	MW-10	PRW1	PRW8
FLUWID Number					
Well Field					
Existing/Proposed	E	E	E	E	E
Well Diameter(Inches)					
Total Depth(feet)	140	130	140		
Cased Depth(feet)					
Facility Elev. (ft. NGVD)					
Screened Interval					
From					
To					
Pumped Or Flowing					
Pump Type	none	none	none	none	none
Pump Int. Elev. Feet (NGVD)					
Feet (BLS)					
Pump Capacity(GPM)	0	0	0	0	0
Year Drilled					
Planar Location					
Source					
Feet East					
Feet North					
Accounting Method	none	none	none	none	none
Use Status	Monitor	Monitor	Monitor	Monitor	Monitor
Water Use Type	Monitor	Monitor	Monitor	Monitor	Monitor
Aquifer	Surficial Aquifer System				

Exhibit No: 6



LEGEND

- Production Well
- Monitor Well



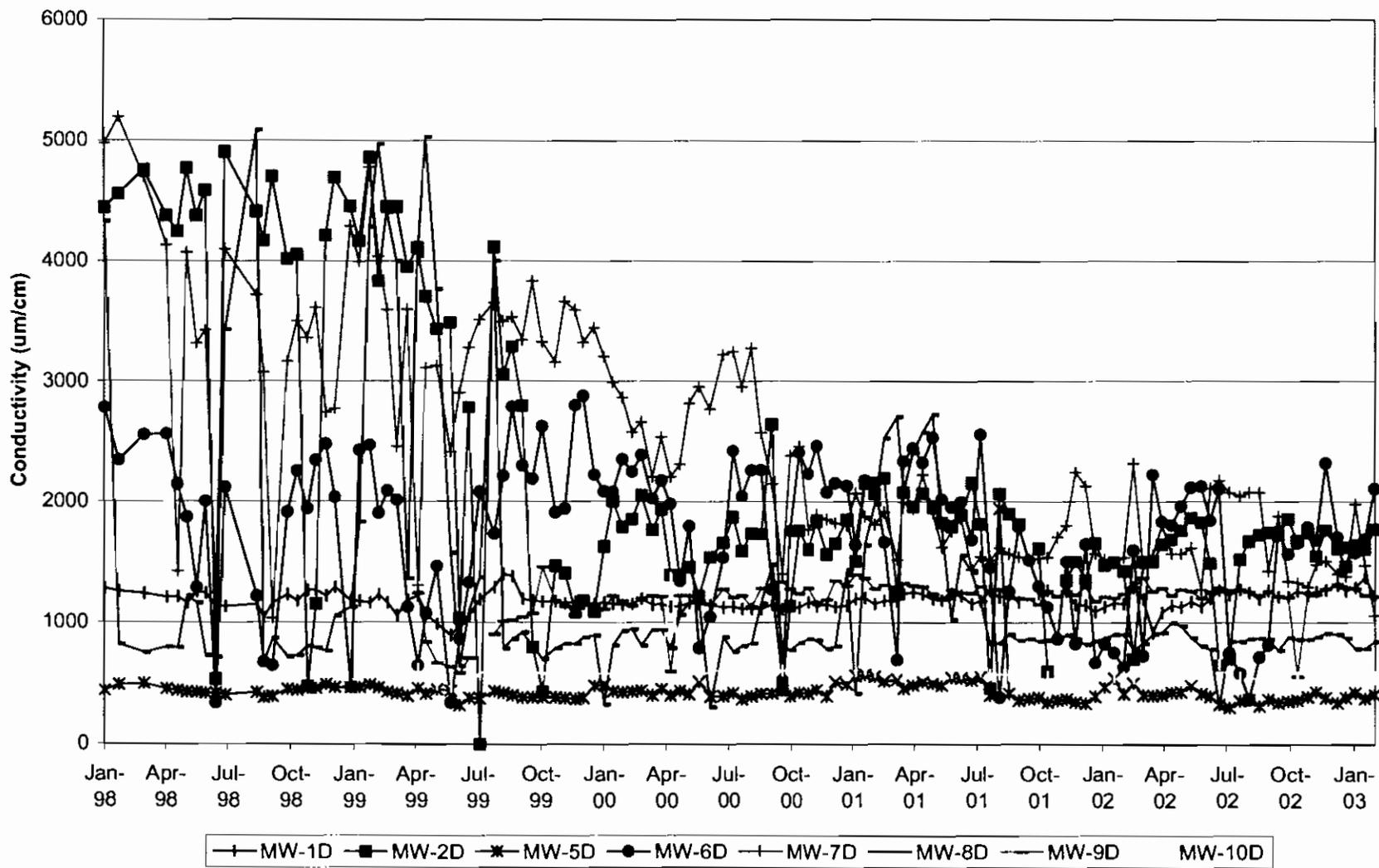
USGS Monitoring Well Locations

Exhibit 2-1

EXHIBIT



Pompano Beach Airport Wellfield Monitoring Wells



Pompano Beach Airport Wellfield Monitoring Wells

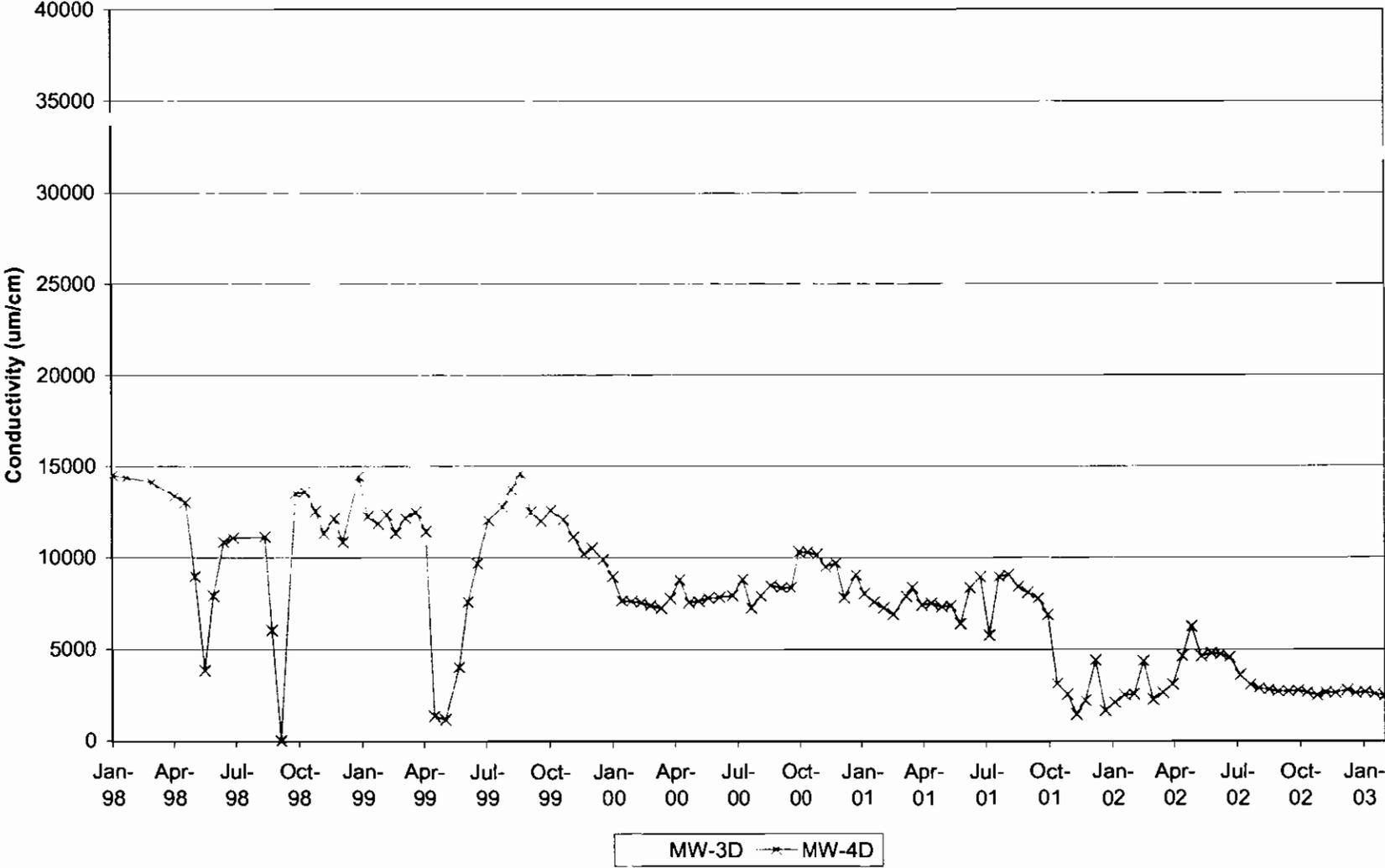
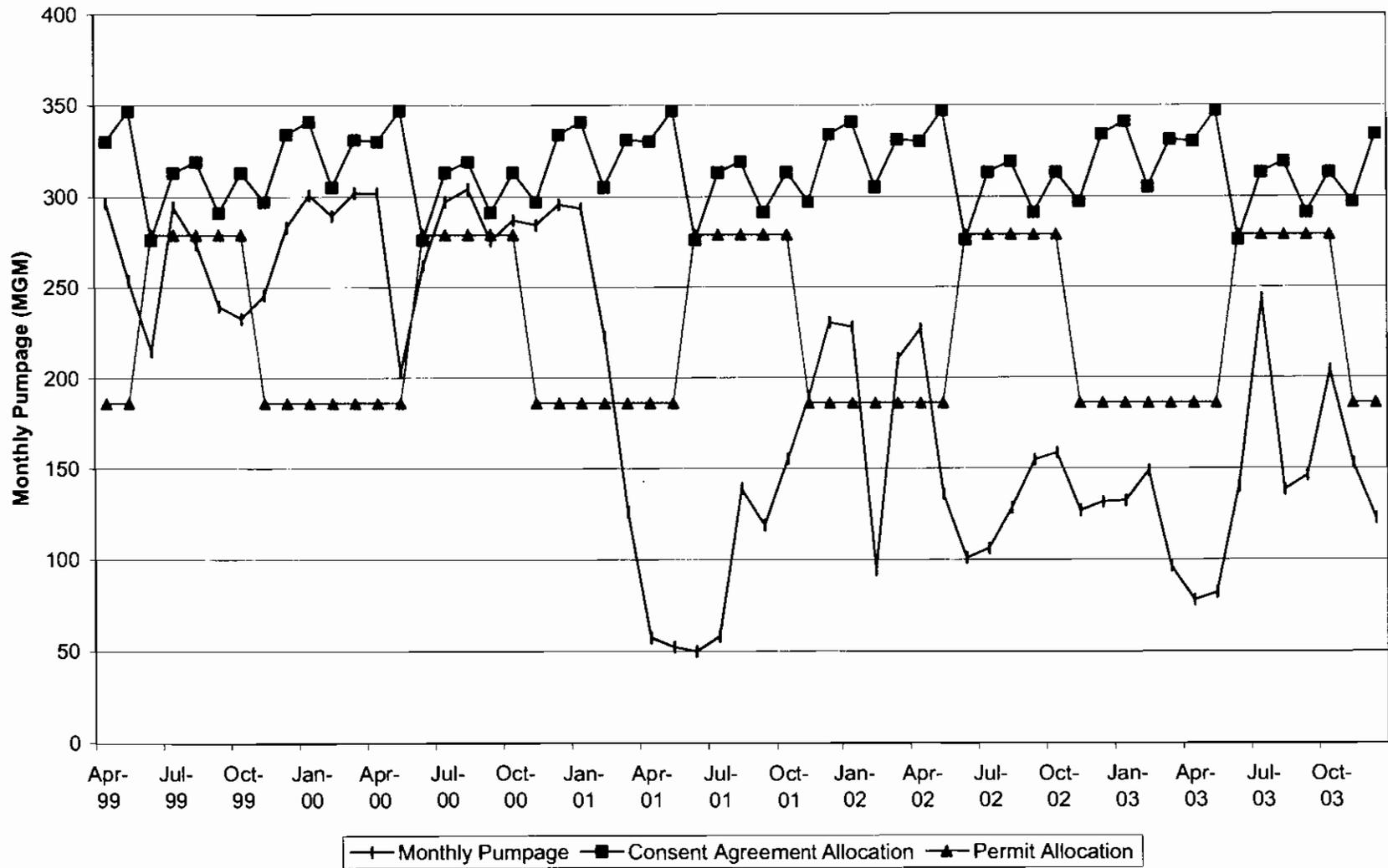
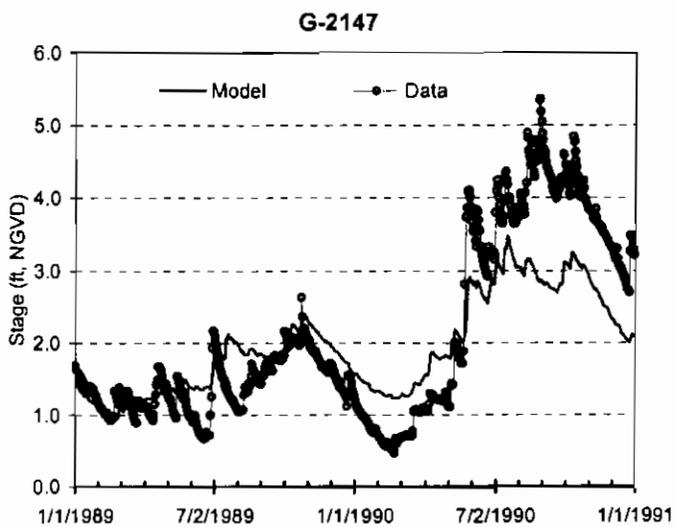
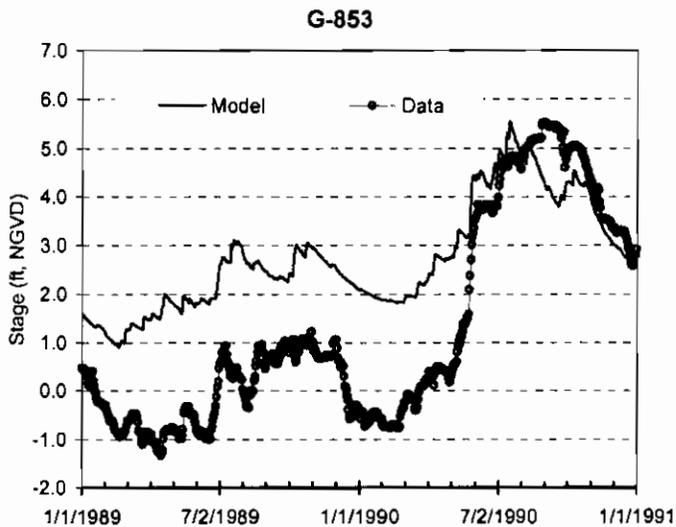
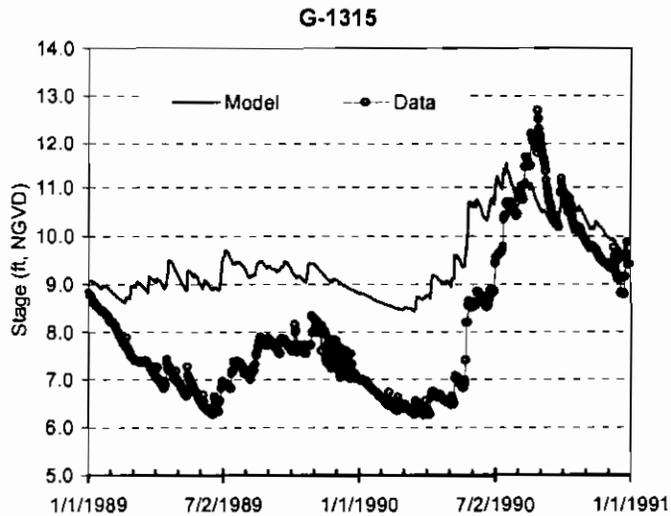
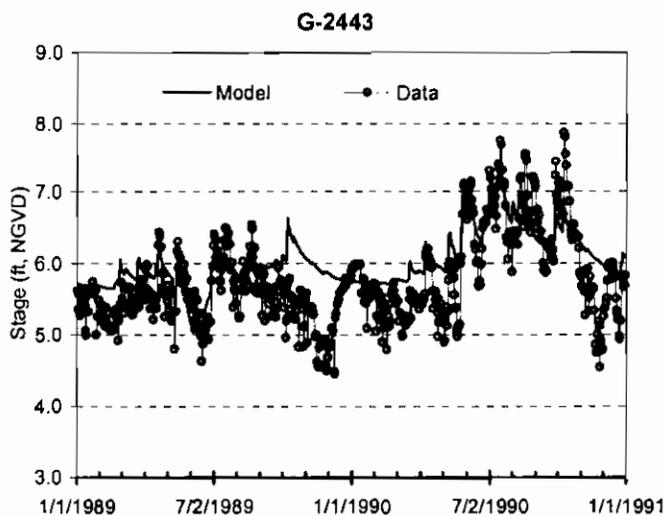
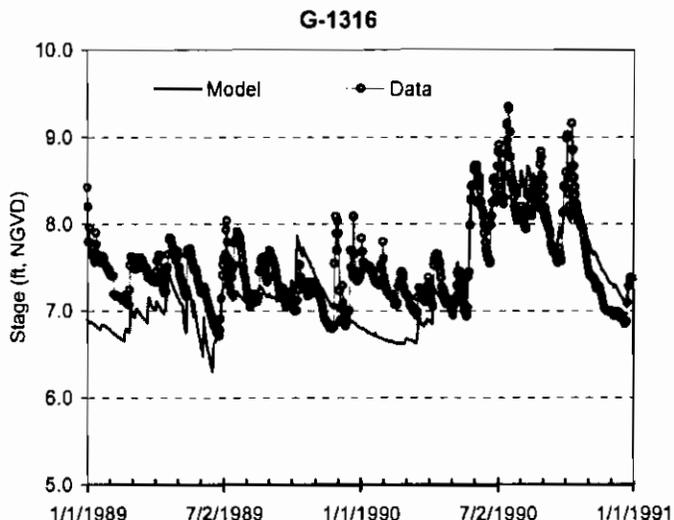
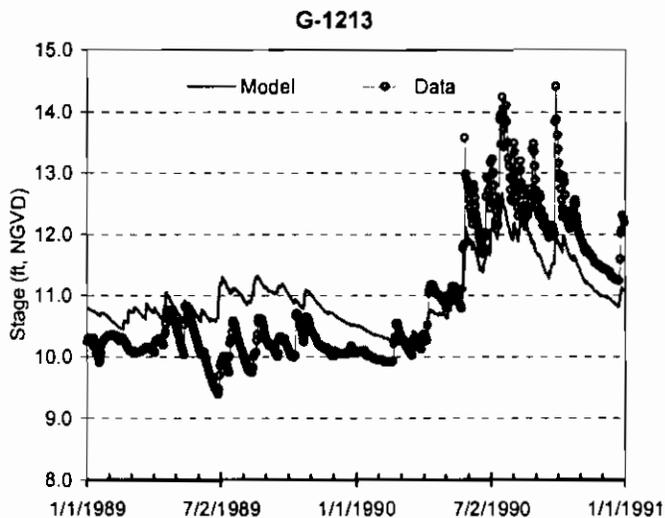


EXHIBIT 10

Pompano Beach Airport Wellfield Pumpage



Model Calibration Plots for Pompano Beach Wellfields



**End of Dry Season (5/31/1990) Drawdown by Palm Aire Wells
-- Current Permit (Palm Aire = 11.84, Airport = 7.26 MGD)**

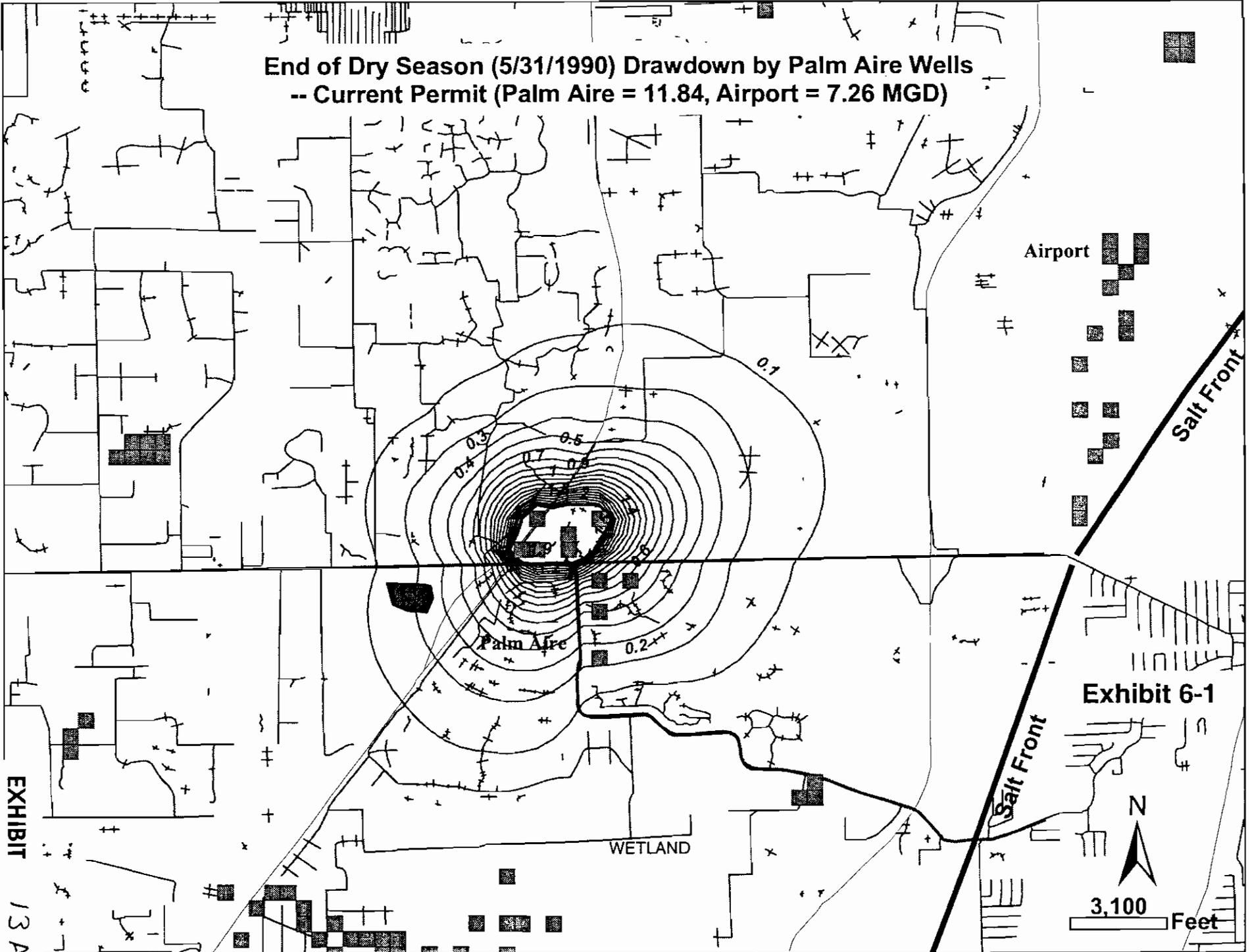


EXHIBIT 13A

Exhibit 6-1

**End of Dry Season (5/31/1990) Drawdown by Palm Aire and Airport Wells
-- Current Permit (Palm Aire = 11.84, Airport = 7.26 MGD)**

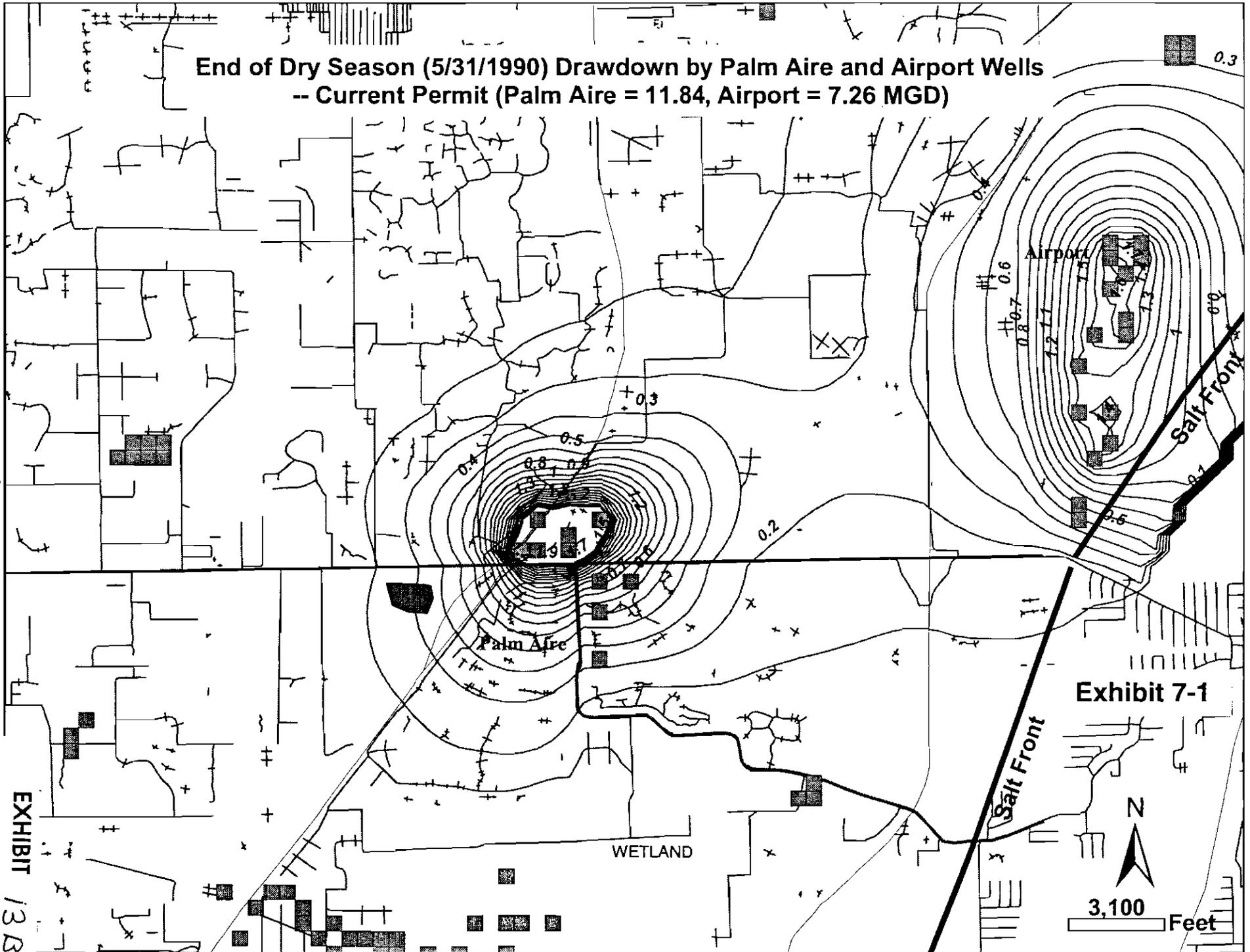
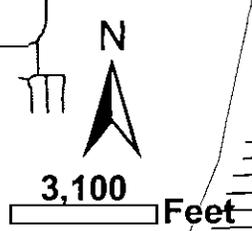


EXHIBIT 13B

Exhibit 7-1



**End of Dry Season (5/31/1990) Drawdown by All Water Users
-- Current Permit (Palm Aire = 11.84, Airport = 7.26 MGD)**

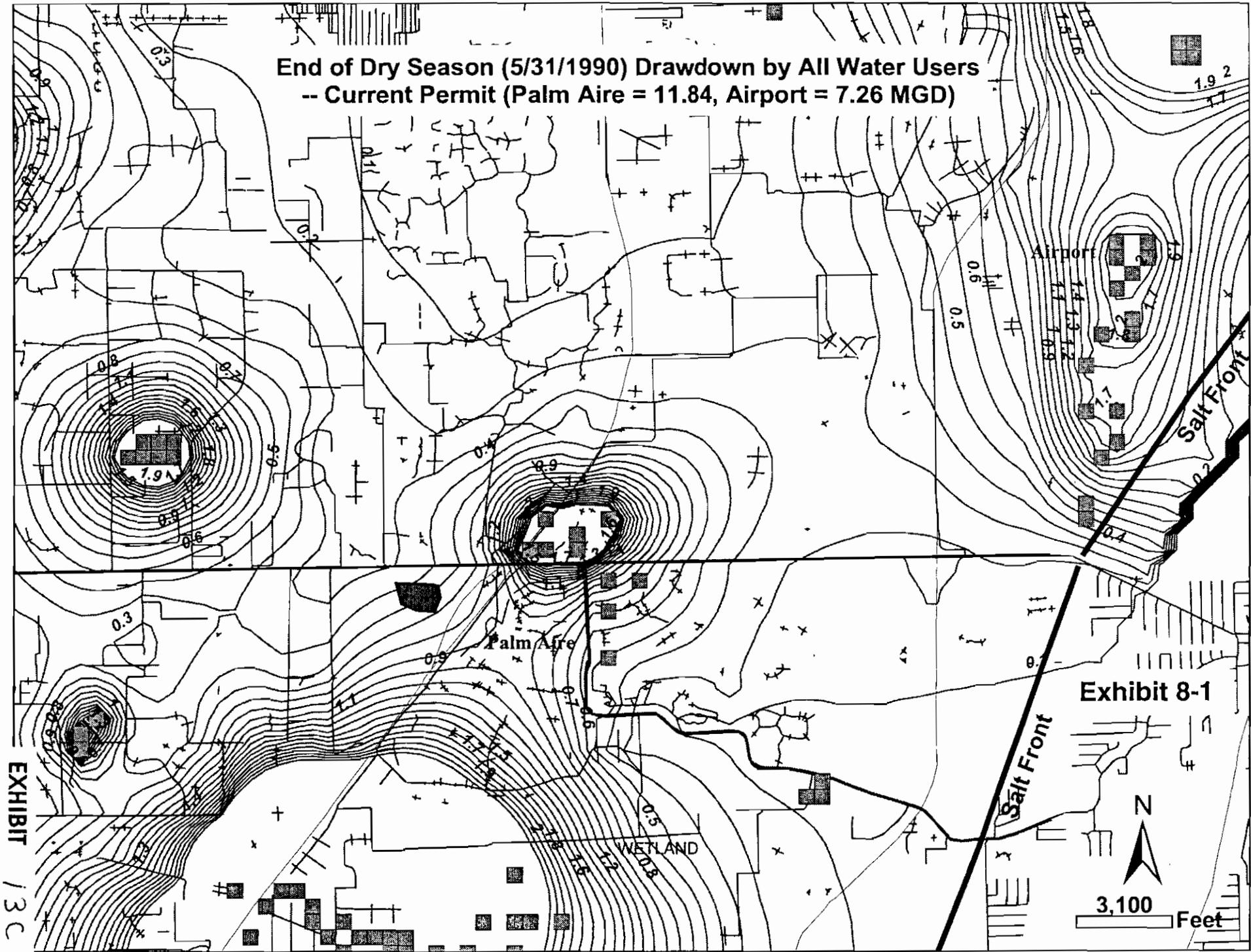


EXHIBIT 13C

Exhibit 8-1

N
3,100 Feet

**End of Dry Season (5/31/1990) Drawdown by Palm Aire Wells
-- 2009 Demand (Palm Aire = 16.10, Airport = 7.26 MGD)**

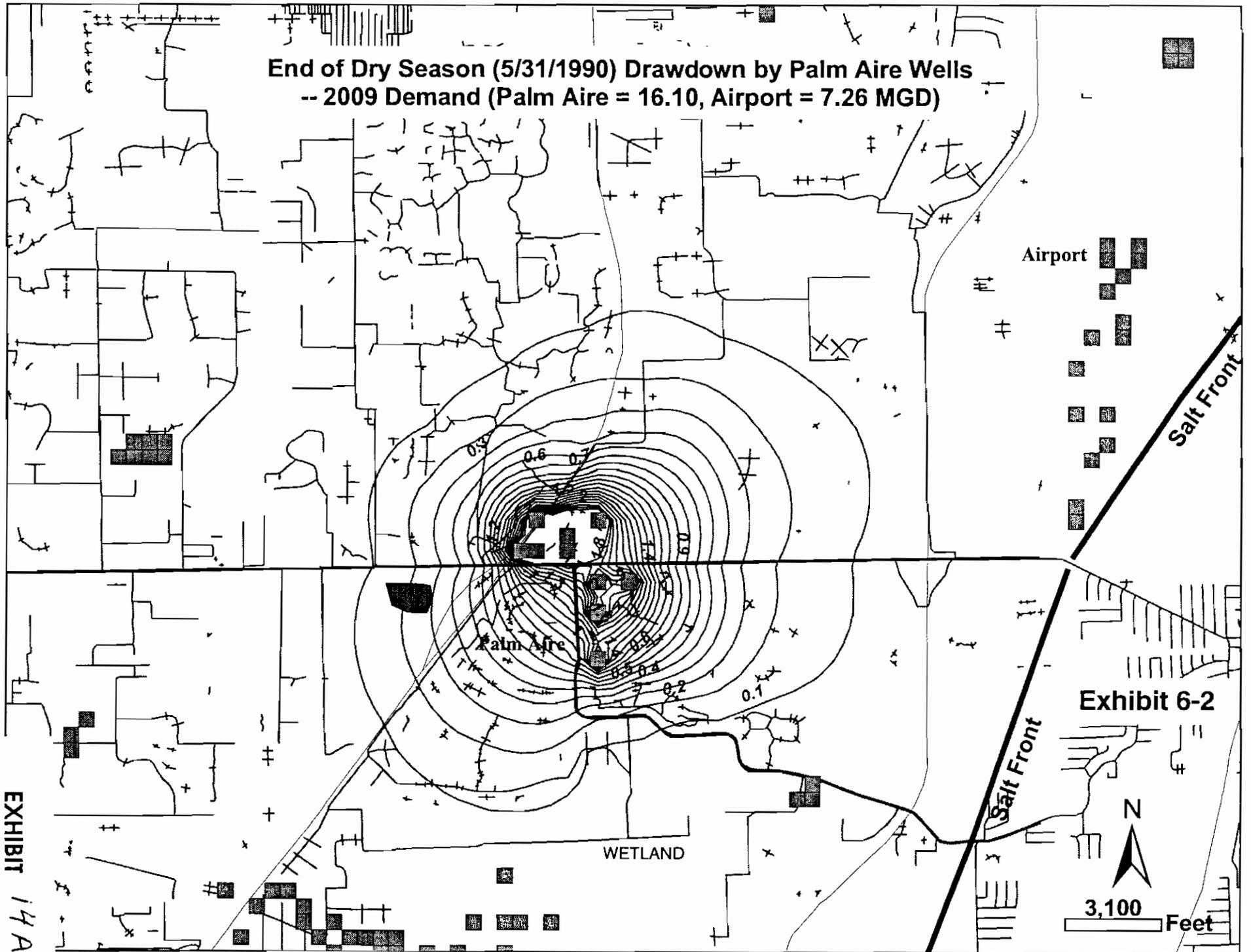


EXHIBIT 14A

EXHIBIT 6-2

3,100 Feet

**End of Dry Season (5/31/1990) Drawdown by Palm Aire and Airport Wells
-- 2009 Demand (Palm Aire = 16.10, Airport = 7.26 MGD)**

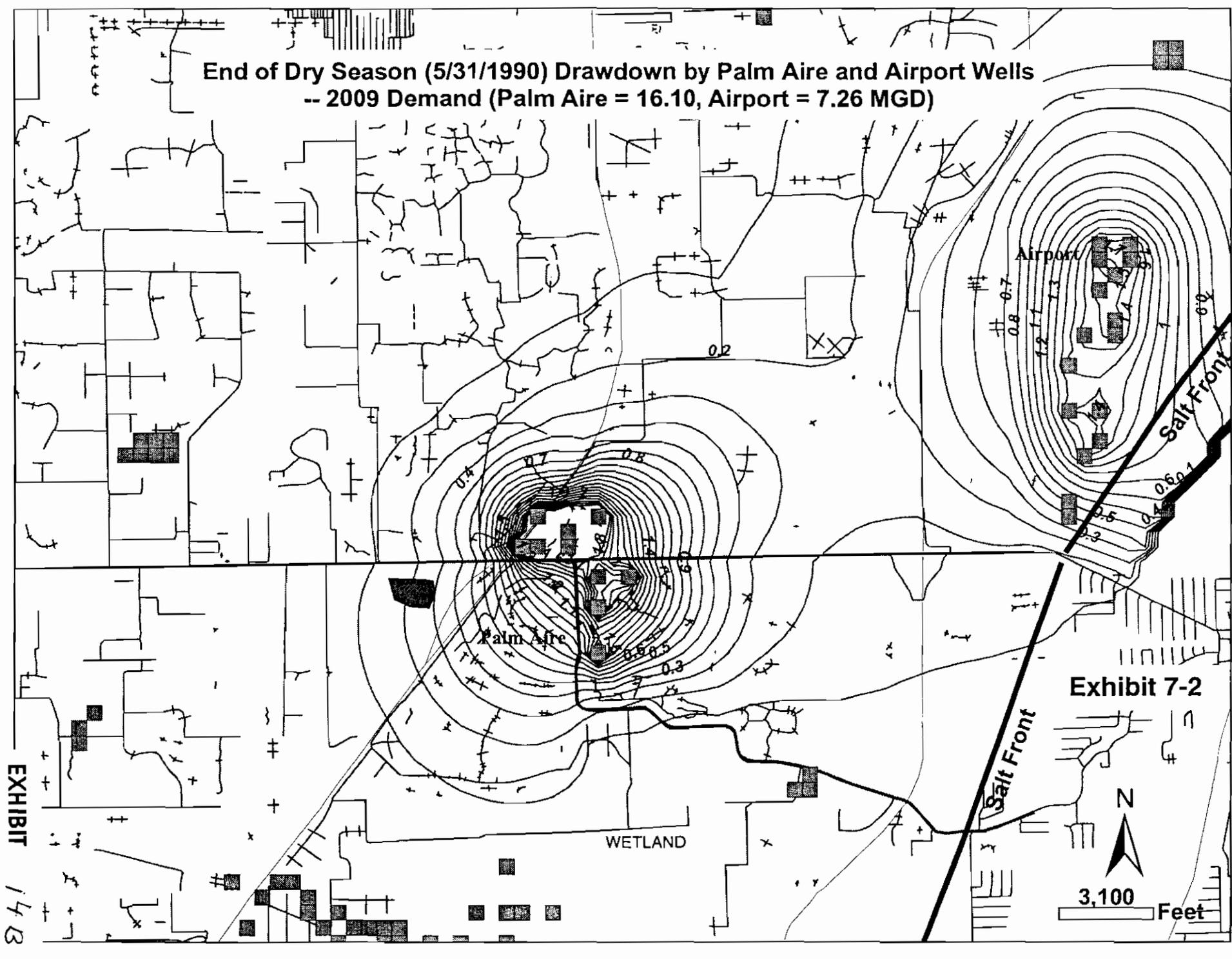
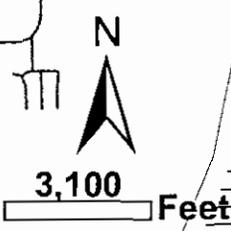


EXHIBIT 14B

EXHIBIT 7-2



**End of Dry Season (5/31/1990) Drawdown by All Water Users
-- 2009 Demand (Palm Aire = 16.10, Airport = 7.26 MGD)**

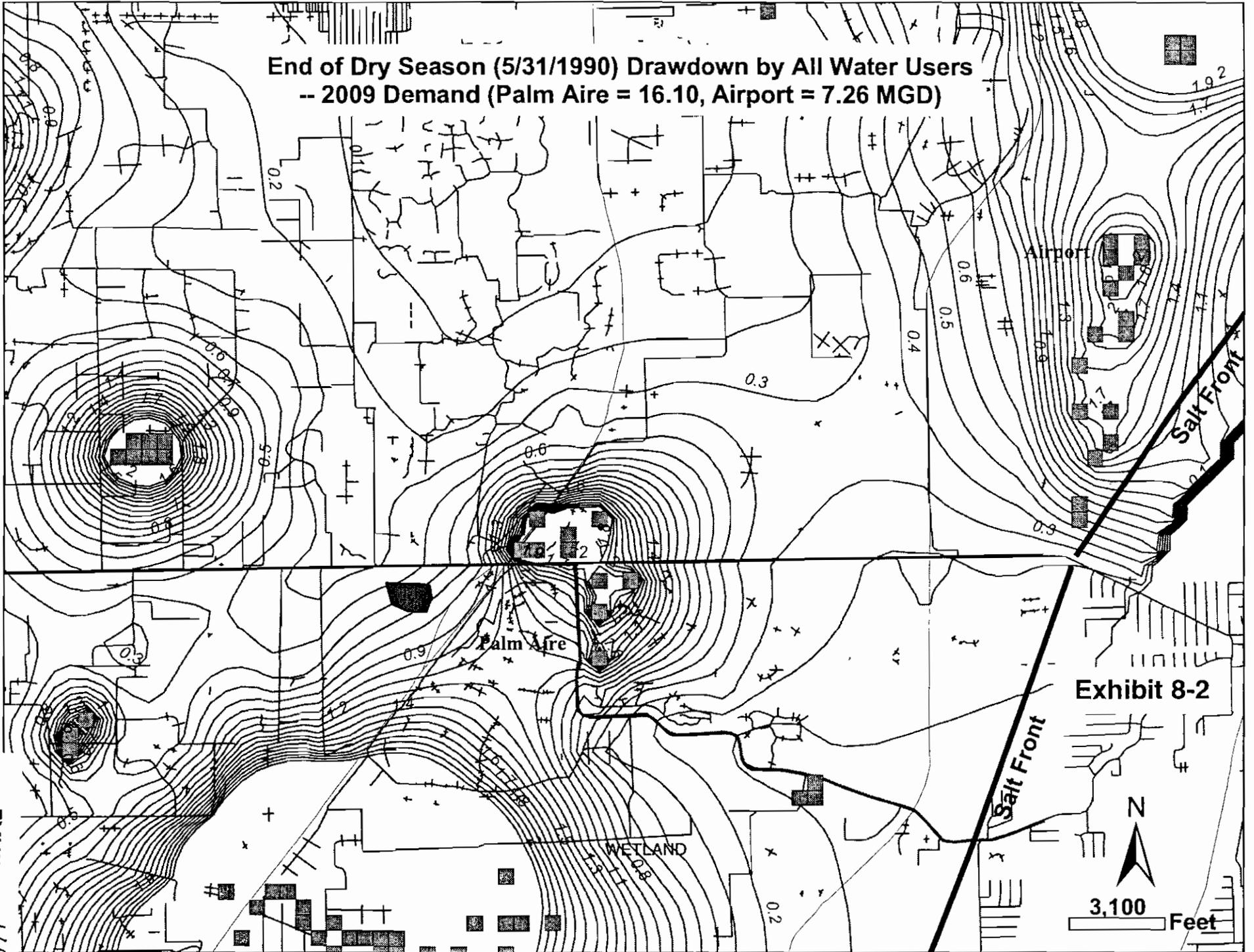
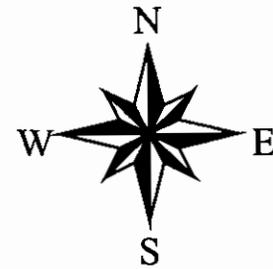


Exhibit 8-2

Western Wellfield (Palm Aire) Wetlands



EXHIBIT

14D



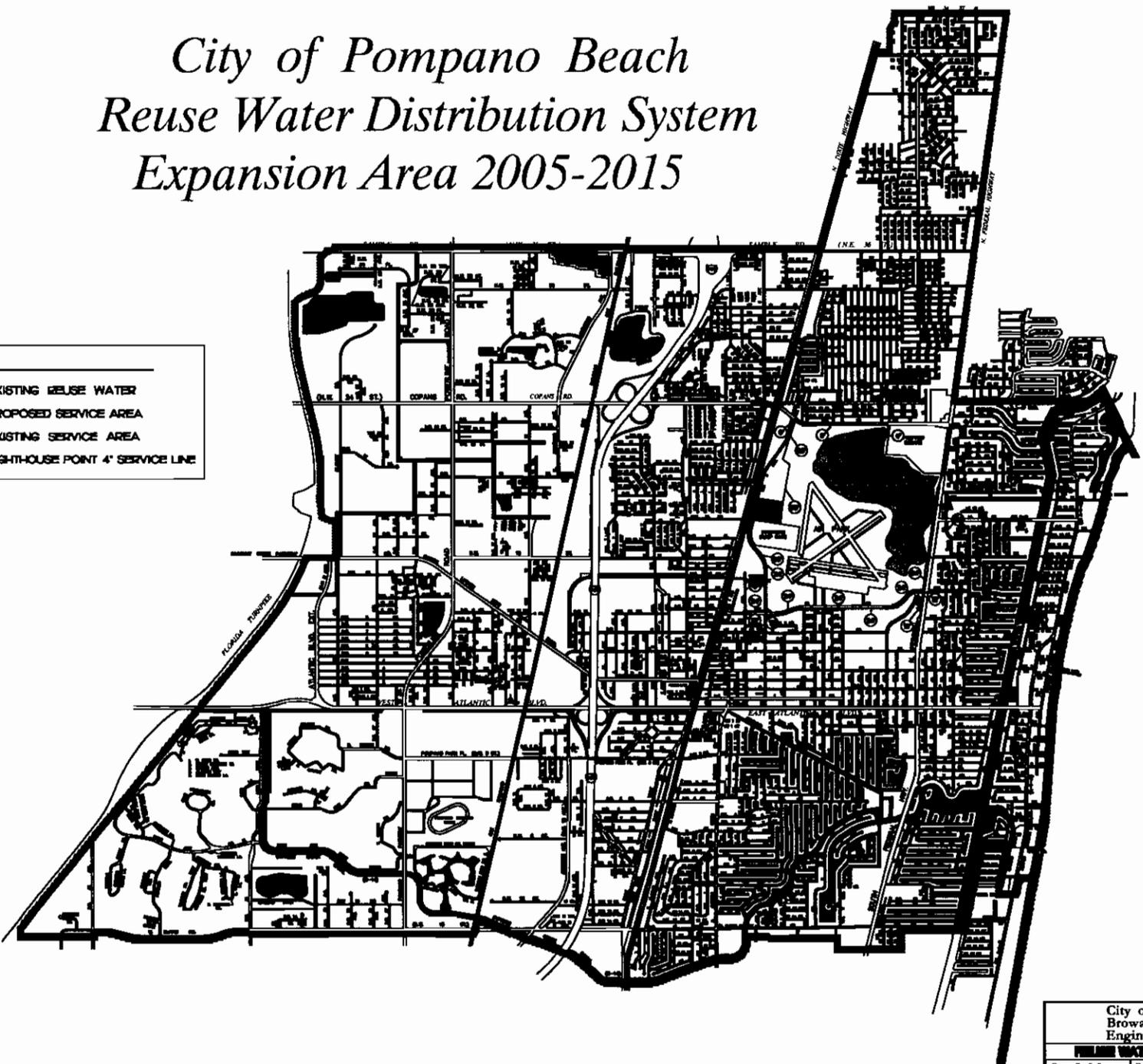
Monthly Recharges from Canals and at the Fern Forest (MGD)

Year	Month	Current Permit			2009 Demand			2025 Demand		
		Fern Forest	C-14	Brd Canals	Fern Forest	C-14	Brd Canals	Fern Forest	C-14	Brd Canals
1989	1	0.7	55.7	34.2	0.7	59.6	34.2	0.7	63.7	34.3
1989	2	0.7	64.2	38.6	0.7	68.2	38.6	0.7	72.4	38.8
1989	3	0.6	51.0	31.8	0.6	54.9	31.8	0.6	59.1	32.0
1989	4	0.6	36.1	31.6	0.6	40.4	31.6	0.6	44.9	31.8
1989	5	0.7	21.4	35.9	0.7	25.8	35.9	0.7	30.3	36.1
1989	6	0.8	13.3	36.3	0.8	17.3	36.3	0.8	21.5	36.5
1989	7	0.6	-0.5	21.0	0.6	3.2	21.0	0.6	7.2	21.2
1989	8	0.6	30.7	21.8	0.6	34.4	21.9	0.7	38.3	21.9
1989	9	0.6	31.7	24.6	0.6	36.3	24.7	0.6	39.9	24.7
1989	10	0.5	20.8	25.4	0.6	24.6	25.4	0.6	28.1	25.5
1989	11	0.7	41.1	32.5	0.7	45.2	32.5	0.7	49.7	32.6
1989	12	0.7	54.6	36.4	0.7	58.7	36.5	0.7	62.7	36.5
1990	1	0.7	59.5	38.1	0.7	63.7	38.2	0.7	67.8	38.3
1990	2	0.7	62.1	40.9	0.7	66.1	40.9	0.7	70.3	41.0
1990	3	0.7	47.6	37.1	0.7	51.3	37.2	0.7	55.6	37.3
1990	4	0.6	33.5	31.9	0.6	37.7	32.0	0.7	42.3	32.1
1990	5	0.6	-4.3	19.0	0.6	0.0	19.0	0.6	4.6	19.2
1990	6	0.5	0.9	4.5	0.5	5.0	4.6	0.5	9.1	4.7
1990	7	0.3	-14.3	-15.3	0.3	-10.3	-15.2	0.3	-6.6	-15.1
1990	8	0.4	-18.4	-11.6	0.4	-14.7	-11.6	0.4	-10.8	-11.5
1990	9	0.5	5.2	1.9	0.5	9.2	1.8	0.5	12.9	2.0
1990	10	0.5	4.6	4.2	0.5	7.6	4.0	0.5	11.4	4.2
1990	11	0.6	40.5	22.1	0.6	43.7	22.0	0.6	48.1	22.2
1990	12	0.6	47.4	27.8	0.6	51.3	27.8	0.6	55.6	28.0
Dry 6/89-5/90		0.65	32.5	30.4	0.66	36.5	30.5	0.67	40.7	30.6
Increase from Current in Dry Year					0.00	4.05	0.05	0.01	8.18	0.17

City of Pompano Beach Reuse Water Distribution System Expansion Area 2005-2015

LEGEND

- EXISTING REUSE WATER
- PROPOSED SERVICE AREA
- EXISTING SERVICE AREA
- LIGHTHOUSE POINT 4" SERVICE LINE



N

NOT TO SCALE

1 INCH = 100 FEET

City of Pompano Beach
Broward County, Florida
Engineering Department

REUSE WATER DISTRIBUTION SYSTEM

Drawn By: S. Simons Date: 3/24/03 Checked By: R. Brown Date: 6/06/03

EXHIBIT 16A

Expansion Area 2005-2015

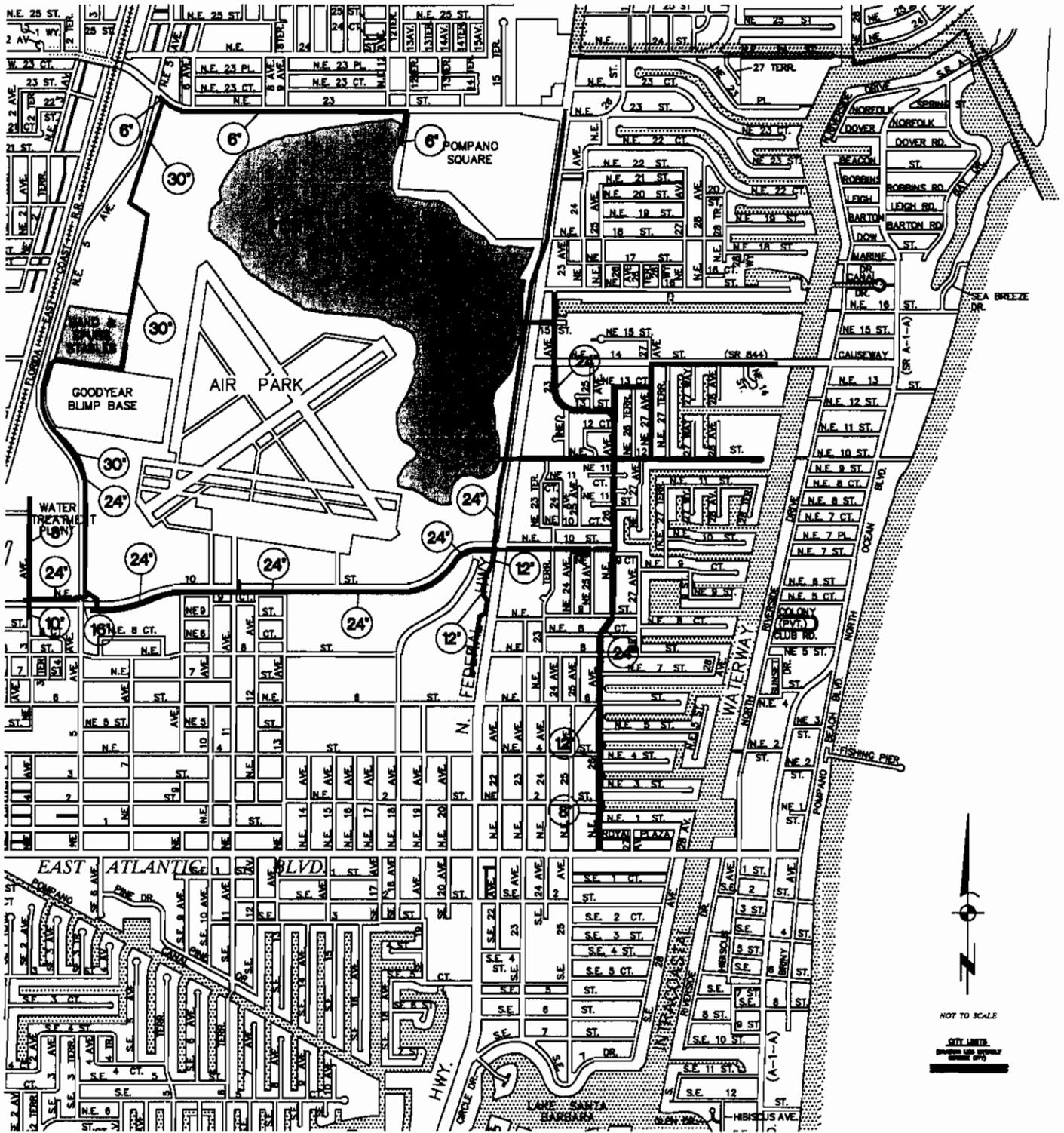


EXHIBIT 16B

City of Pompano Beach
 Broward County, Florida
 Engineering Department
WASTEWATER DISTRIBUTION SYSTEM
 Drawn By: S. Semano Date: 3/24/03 Checked By: R. Brown Date: 6/08/05

Public Water Supply Demands

Application Number: 040302-8

Service Area: POMPANO BEACH
 Treatment Name: Membrane treatment
 Standard PCUR: 199

System Efficiency: 100%

Standard Max
 Monthly Ratio: 1.13

Standard Max
 Day Ratio:

Past Water Use (Table-F):

Year	Population	PCUR	Average Use (MGD)	Max Day Use (MGD)	Ratio	Average Monthly Use(MG)	Max Monthly Use (MG)	Ratio	Basis For Demand	Basis For Ratio
1994	73,642	214	15.73			478.19	543.00	1.14		
1995	73,950	220	16.27			494.61	556.00	1.12		
1996	75,326	232	17.50			532.00	616.00	1.16		
1997	76,702	220	16.88			513.15	573.00	1.12		
1998	78,078	207	16.19			492.18	562.00	1.14		
1999	79,454	220	17.46			530.78	617.00	1.16		
2000	80,830	234	18.88			573.95	640.00	1.12		
2001	82,502	197	16.27			494.61	567.00	1.15		
2002	84,175	214	18.01			547.50	623.00	1.14	Y	Y
2003	85,847	200	17.20			522.88	584.00	1.12	Y	Y
2004	87,520	182	15.94			484.58	544.00	1.12	Y	Y

Projected Water Use (Table-G):

Year	Population	PCUR	Recommended Average (MGD)	Recommended Max Day (MGD)	Ratio	Average Monthly Use(MG)	Rec Max Monthly (MG)	Ratio	Basis for Allocation
2005	89,192	199	17.75			539.58	609.7205	1.13	
2006	90,812	199	18.07			549.38	620.7956	1.13	
2007	92,433	199	18.39			559.18	631.8776	1.13	
2008	94,053	199	18.72			568.98	642.9508	1.13	
2009	95,674	199	19.04			578.79	654.0321	1.13	
2010	97,294	199	19.36			588.59	665.1065	1.13	Y
2015	101,579	199	20.21			614.51	694.3989	1.13	
2020	109,621	199	21.81			663.16	749.3744	1.13	
2025	116,334	199	23.15			703.77	795.2648	1.13	

Exhibit No:17

Requirement by Limiting Condition Report

App No: 040302-8
Permit No: 06-00070-W
Project Name: POMPANO BEACH PWS

Expiration Date: 14-SEP-2025
Issued Date:

Limiting Condition No: 17

Limiting Condition Code: WUSTD021-8

Entity	Entity ID	Requirement	Due Date	Start Date	End Date	Col Freq	Sub Freq
WELL	2622	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2623	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2624	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2626	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2628	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2630	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2632	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2634	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2636	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	164569	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	164568	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	164567	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2642	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2641	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2640	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2639	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2638	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2637	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	177414	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2635	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2633	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2631	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2629	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2627	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years
WELL	2625	Pump Calibration Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years

Limiting Condition No: 18

Limiting Condition Code: WUSTD022-1

Exhibit No: 18

Requirement by Limiting Condition Report

Entity	Entity ID	Requirement	Due Date	Start Date	End Date	Col Freq	Sub Freq
WELL	2622	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	177414	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	164569	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	164568	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	164567	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2642	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2641	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2640	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2639	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2638	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2637	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2636	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2635	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2634	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2633	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2632	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2631	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2630	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2629	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2624	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2625	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2626	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2628	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2627	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	2623	Water Use Report	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly

Limiting Condition No: 21

Limiting Condition Code: WUPWS003-1

Entity	Entity ID	Requirement	Due Date	Start Date	End Date	Col Freq	Sub Freq
PERMIT	06-00070-W	Unaccounted for Water Loss Report	30-SEP-2006	01-OCT-2005	31-AUG-2025	Monthly	Yearly

Limiting Condition No: 25

Limiting Condition Code: WURWF007-1

Entity	Entity ID	Requirement	Due Date	Start Date	End Date	Col Freq	Sub Freq
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Exhibit No: 18

Requirement by Limiting Condition Report

Entity	Entity ID	Requirement	Due Date	Start Date	End Date	Col Freq	Sub Freq
PERMIT	06-00070-W	Reuse Information Update	30-SEP-2006	01-OCT-2005	31-AUG-2025	Yearly	Yearly

Limiting Condition No: 26

Limiting Condition Code: WUPWS008-2

Entity	Entity ID	Requirement	Due Date	Start Date	End Date	Col Freq	Sub Freq
PERMIT	06-00070-W	Five-Year Water Use Compliance Report	30-SEP-2010	01-OCT-2005	31-AUG-2025	Every Five Years	Every Five Years

Limiting Condition No: 27

Limiting Condition Code: WUPCM001-4

Entity	Entity ID	Requirement	Due Date	Start Date	End Date	Col Freq	Sub Freq
WELL	136193	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136299	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136300	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136301	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136302	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136303	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136306	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136307	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136308	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136319	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136320	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136325	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136326	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136327	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136332	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly
WELL	136333	Water Quality Analysis	31-DEC-2005	01-OCT-2005	31-AUG-2025	Monthly	Quarterly

Exhibit No: 18

STAFF REPORT DISTRIBUTION LIST

POMPANO BEACH PWS

Application No: 040302-8

Permit No: 06-00070-W

INTERNAL DISTRIBUTION

- X Jeffery Scott - 4320
- X A. Superchi - 4320
- X J. Marquez - 4230
- X Permit File
- X WU Compliance - K. Guerrero - 4320

GOVERNING BOARD MEMBERS

- Mr. Harkley R. Thornton
- Mr. Kevin McCarty
- Mr. Lennart Lindahl
- Mr. Malcolm S. Wade, Jr.
- Mr. Michael Collins
- Mr. Nicolas Gutierrez, Jr.
- Ms. Alice J Carlson
- Ms. Irela Bague
- Ms. Pamela Brooks-Thomas

EXTERNAL DISTRIBUTION

- X Permittee - City Of Pompano Beach
- X Agent - Hazen & Sawyer

GOVERNMENT AGENCIES

- X Broward County - Director, Water Mgmt Div
- X Broward County -Environmental Protection Department
- X Broward County Bureau of Water and Wastewater Services
- X Dept of Environmental Protection - West Palm Beach
- X FDEP
- X Florida Fish & Wildlife Conservation Commission - Imperiled Species Mgmt Section

OTHER INTERESTED PARTIES

- X Jamie Furgang Audubon of Florida
- X Joan Lawrence c/o: Florida International University
- X Lisa Interlandi Environmental & Land Use Law Center
- X Marcy LaHart
- X National Parks Conservation Association Regional Program Manager
- X Natural Resources Defense Council
- X Old Plantation Water Control District Pat O'Quinn

Exhibit No:19

LIMITING CONDITIONS

1. This permit shall expire on April 10, 2028.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Public water supply

4. Source classification is:

Ground Water from:
Biscayne Aquifer
Upper Floridan Aquifer

5. Annual allocation shall not exceed 5074 MG.

Maximum monthly allocation shall not exceed 461 MG.

The following limitations to the withdrawals from the Biscayne aquifer are applicable until April 1, 2013:

Annual average withdrawal: 3,894 MG

Maximum month withdrawal: 354 MG

The following limitations to the withdrawals from the Biscayne aquifer are applicable from April 1, 2013 to April 10, 2028:

Annual average withdrawal: 3,358 MG

Maximum month withdrawal: 280 MG

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

Broward County Water and Wastewater Services
2555 W Copans Road
Pompano Beach, FL 33069

7. Withdrawal facilities:

Ground Water - Existing:

- 1 - 12" X 100' X 1200 GPM Well Cased To 76 Feet
- 1 - 12" X 147' X 2700 GPM Well Cased To 80 Feet
- 2 - 20" X 100' X 2100 GPM Wells Cased To 75 Feet
- 1 - 12" X 100' X 1150 GPM Well Cased To 89 Feet

- 1 - 12" X 100' X 1100 GPM Well Cased To 72 Feet
- 1 - 12" X 100' X 1150 GPM Well Cased To 70 Feet
- 1 - 20" X 94' X 2100 GPM Well Cased To 84 Feet
- 1 - 12" X 145' X 2700 GPM Well Cased To 80 Feet

Ground Water - Proposed:

- 4 - 16" X 1200' X 1400 GPM Wells Cased To 1000 Feet

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm caused by withdrawals, as determined through reference to the conditions for permit issuance, includes:

(1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

(1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

(2) Reduction in water levels that harm the hydroperiod of wetlands,

(3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

(4) Harmful movement of contaminants in violation of state water quality standards, or

(5) Harm to the natural system including damage to habitat for rare or endangered species.

11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
16. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
17. Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.

18. Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.
19. The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
20. Permittee shall implement the wellfield operating plan described in District staff report prepared in support of recommendation for permit issuance.
21. Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit issuance. Loss reporting shall be submitted to the District on a yearly basis from the date of Permit issuance.
22. Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.
23. It has been determined that this project relies, in part on the waters from the Central and Southern Project, and as such is considered to be an indirect withdrawal from an MFL water body under recovery (Everglades). The Lower East Coast Regional Water Supply Plan (May 2000), which is the recovery plan for the Everglades, incorporates a series of water resource development projects and operational changes that are to be completed over the duration of the permit and beyond. If the recovery plan is modified and it is determined that this project is inconsistent with the approved recovery plan, the Permittee shall be required to modify the permit consistent with the provisions of Chapter 373, Florida Statutes.
24. The Water Conservation Plan required by Section 2.6.1 of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District, must be implemented in accordance

with the approved implementation schedule.

25. Every five years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District Staff, which addresses the following:
 1. The results of a water conservation audit that documents the efficiency of water use on the project site using data produced from an onsite evaluation conducted. In the event that the audit indicates additional water conservation is appropriate or the per capita use rate authorized in the permit is exceeded, the permittee shall propose and implement specific actions to reduce the water use to acceptable levels within timeframes proposed by the permittee and approved by the District.
 2. A comparison of the permitted allocation and the allocation that would apply to the project based on current District allocation rules and updated population and per capita use rates. In the event the permit allocation is greater than the allocation provided for under District rule, the permittee shall apply for a letter modification to reduce the allocation consistent with District rules and the updated population and per capita use rates to the extent they are considered by the District to be indicative of long term trends in the population and per capita use rates over the permit duration. In the event that the permit allocation is less than allowable under District rule, the permittee shall apply for a modification of the permit to increase the allocation if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.
26. Public water utilities that control, either directly or indirectly, a wastewater treatment plant, and which have determined pursuant to Section 403.064, F.S., that use of reclaimed water is feasible, must provide the District with annual updates of the following information: (1) the status of distribution system construction, including location and capacity of lines; (2) a summary of uncommitted supplies for the next year; (3) copies of any new or amended local mandatory reclaimed water reuse zone ordinances; and (4) a list of end-users who have contracted to receive reclaimed water and the agreed upon quantity of water to be delivered.
27. Within six months of permit issuance, Permittee shall develop and implement a water level monitoring program to monitor the water level of the groundwater source(s) or adjacent zones potentially influenced as identified in the impact assessment summary of this staff report. A preliminary proposal shall be submitted to staff for review and approval within three months of permit issuance. In developing the program, the Permittee shall consider the number of wells, well localities, depth, method of well construction, types of screen, method of water level measurement or water quality analysis, and frequency of data collection.

The permittee shall select a location for a Biscayne aquifer monitor well within the cone of influence of the Biscayne aquifer wellfield. Once the monitor well is installed, it will be sampled for water levels monthly and the data submitted quarterly.

Upon completion of the Upper Floridan aquifer wellfield, the permittee shall select one Upper Floridan aquifer well to be designated as a production/monitor well. The well shall be sampled quarterly for chloride concentration and water level.

28. Within six months of permit issuance, the Permittee shall implement the following saline water intrusion monitoring program:

Upon completion of the Upper Floridan aquifer wellfield, the permittee shall select one Upper Floridan aquifer well to be designated as a production/monitor well. The well shall be sampled quarterly for chloride concentration and water level.
29. If a proposed well location is different from a location specified in the application, the Permittee shall submit to the District an evaluation of the impact of pumpage from the proposed well location on adjacent existing legal uses, pollution sources, environmental features, the saline water interface, and water bodies one month prior to all new well construction. The Permittee is advised that the proposal must be in compliance with all permitting criteria and performance standards in effect at the time of submittal, and

that a formal modification of the permit shall be required if the withdrawals from the well location will result in an environmental or resource impact significantly greater than that anticipated in the permit review process.

30. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapters 40E-3 and 40E-30, Florida Administrative Code.
31. The Permittee shall submit to the District an updated Well Description Table (Table A) within one month of completion of the proposed wells identifying the actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters.
32. Within two years of permit issuance, potable public water supply utilities are required to provide a study evaluating emergency water supply preparedness, including analysis of demand management measures, potential pumpage shifting and the feasibility of emergency interconnections for the purpose of supplying water on a short-term, emergency basis to adjoining utilities. The Permittee must provide the District with a copy of the study. As to emergency interconnects, the feasibility study must assess the technical, physical and economic ability of the Permittee to develop interconnecting pipes capable of delivering water to adjoining utilities to meet emergency, short-term water supply needs. (in the event of an interconnect being established, individual public water supply Permit allocations will not address the emergency usage.) It is the policy of the District to encourage emergency interconnects between adjoining public water supply utilities for the purpose of providing emergency water supply. Thus, where the feasibility study indicates emergency interconnects are possible, the District encourages the adjoining utilities to implement the same.
33. The permittee shall construct the proposed Floridan aquifer wellfield in accordance with the following schedule:

Planning and Design	January 2008 - September 2010
Permitting and Procurement	October 2010 - June 2011
Construction and Startup	July 2011 - April 2013

Beginning in January 2009, the permittee shall provide annual updates of the status of all alternative water supply projects being constructed by the permittee that are associated with this permit. The status report shall include work completed to date, expenditures and any anticipated changes in the timelines. The annual report shall address activities that occurred during a calendar year and shall be submitted to Water Use Compliance on or before January 31st of the following year.

LIMITING CONDITIONS

1. This permit shall expire on March 13, 2028.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Public water supply
Other Landuse

4. Source classification is:

Ground Water from:
Biscayne Aquifer
Upper Floridan Aquifer

5. Annual allocation shall not exceed 8052 MG.

Maximum monthly allocation shall not exceed 738 MG.

The following limitations to the withdrawals from the Biscayne aquifer are applicable until March 1, 2013:

Annual average withdrawal: 7,282 MG

Maximum month withdrawal: 660 MG

The following limitations to the withdrawals from the Biscayne aquifer are applicable from March 1, 2013 to March 13, 2028:

Annual average withdrawal: 6,388 MG

Maximum month withdrawal: 585.2 MG

The allocations are further constrained by the wellfield operating plan described in the Facility Operation section of the staff report.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

Broward County Board of County Commissioners
Public Works and Transportation Dept. - Water and Wastewater Services
2555 West Copans Road
Pompano Beach, FL 33069

7. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.

8. Withdrawal facilities:**Ground Water - Existing:**

- 1 - 20" X 176' X 4000 GPM Well Cased To 156 Feet
- 1 - 20" X 112' X 1400 GPM Well Cased To 94 Feet
- 1 - 12" X 180' X 2100 GPM Well With Unknown Cased Depth
- 1 - 18" X 142' X 2100 GPM Well Cased To 125 Feet
- 1 - 20" X 120' X 1400 GPM Well Cased To 88 Feet
- 1 - 18" X 120' X 3000 GPM Well Cased To 107 Feet
- 1 - 16" X 1200' X 1388 GPM Well Cased To 995 Feet
- 1 - 20" X 130' X 1400 GPM Well Cased To 95 Feet
- 1 - 24" X 110' X 2100 GPM Well Cased To 104 Feet
- 1 - 8" X 178' X 600 GPM Well With Unknown Cased Depth
- 1 - 20" X 170' X 1400 GPM Well Cased To 112 Feet
- 1 - 12" X 142' X 1800 GPM Well Cased To 125 Feet
- 1 - 24" X 150' X 3100 GPM Well Cased To 80 Feet
- 1 - 20" X 130' X 1400 GPM Well Cased To 116 Feet
- 1 - 20" X 130' X 1400 GPM Well Cased To 94 Feet
- 1 - 20" X 170' X 1400 GPM Well Cased To 131 Feet
- 3 - 20" X 121' X 1400 GPM Wells Cased To 92 Feet
- 1 - 24" X 155' X 2400 GPM Well Cased To 85 Feet
- 1 - 24" X 110' X 2100 GPM Well Cased To 105 Feet

Ground Water - Proposed:

- 4 - 16" X 1200' X 1400 GPM Wells Cased To 1000 Feet

9. Permittee shall mitigate harm to existing legal uses caused by the permittee's withdrawals as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance, includes:

- A) Reduction in surface or ground water levels that prevents an adjacent withdrawal facility from producing water, or
- B) Induced movement of saline water or pollutants into a withdrawal facility to a degree that causes the water to be unsuitable for the use intended.

10. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

- A) Significant reduction in water levels in an adjacent surface water body, including impoundments, to the extent that the designed function of the authorized structures and facilities is impaired,
- B) Land collapse or subsidence caused by reduction in water levels, or
- C) Damage to crops and other types of vegetation caused by withdrawals that impair the operation of a seepage irrigation system.

11. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

- A) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh

water/salt water interface,

B) Reduction in water levels that harm the hydroperiod of wetlands,

C) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

D) Harmful movement of contaminants in violation of state water quality standards, or

E) Significant damage to the natural system including damage to habitat for rare or endangered species.

12. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
13. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
14. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
15. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
16. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
17. Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.

Results of calibration testing for wells 8, 9, 46 and FL1 must be provided within three months of permit issuance.

18. Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.
19. The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
20. Permittee shall implement the wellfield operating plan described in District staff report prepared in support of recommendation for permit issuance.
21. Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit issuance. Loss reporting shall be submitted to the District on a yearly basis from the date of Permit issuance.
22. Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.
23. The Water Conservation Plan required by Section 2.6.1 of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District, must be implemented in accordance with the approved implementation schedule.

Upon completion of the Water Conservation Study, titled "Water Use Profile", a copy shall be submitted to the the District. In addition, a Water Conservation Plan implementation schedule shall be submitted for approval.

24. It has been determined that this project relies, in part on the waters from the Central and Southern Project, and as such is considered to be an indirect withdrawal from an MFL water body under recovery (Everglades). The Lower East Coast Regional Water Supply Plan (May 2000), which is the recovery plan for the Everglades, incorporates a series of water resource development projects and operational changes that are to be completed over the duration of the permit and beyond. If the recovery plan is modified and it is determined that this project is inconsistent with the approved recovery plan, the Permittee shall be required to modify the permit consistent with the provisions of Chapter 373, Florida Statutes.
25. Every five years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District Staff, which addresses the following:
 1. The results of a water conservation audit that documents the efficiency of water use on the project site using data produced from an onsite evaluation conducted. In the event that the audit indicates additional water conservation is appropriate or the per capita use rate authorized in the permit is exceeded, the permittee shall propose and implement specific actions to reduce the water use to acceptable levels within timeframes proposed by the permittee and approved by the District.
 2. A comparison of the permitted allocation and the allocation that would apply to the project based on current District allocation rules and updated population and per capita use rates. In the event the permit allocation is greater than the allocation provided for under District rule, the permittee shall apply for a letter modification to reduce the allocation consistent with District rules and the updated population and per capita use rates to the extent they are considered by the District to be indicative of long term trends in the population and per capita use rates over the permit duration. In the event that the permit allocation is less than allowable under District rule, the permittee shall apply for a modification of the permit to increase the allocation if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.
26. Public water utilities that control, either directly or indirectly, a wastewater treatment plant, and which have determined pursuant to Section 403.064, F.S., that use of reclaimed water is feasible, must provide the District with annual updates of the following information: (1) the status of distribution system construction, including location and capacity of lines; (2) a summary of uncommitted supplies for the next year; (3) copies of any new or amended local mandatory reclaimed water reuse zone ordinances; and (4) a list of end-users who have contracted to receive reclaimed water and the agreed upon quantity of water to be delivered.
27. This Permit supersedes and/or cancels the following Water Use Permits:
06-00142-W
28. The Permittee shall continue to submit monitoring data in accordance with the approved saline water intrusion monitoring program for this project.

See Exhibit 4 of the staff report prepared in support issuance of this permit for monitor well locations, Exhibit 5 of the staff report for well construction information and Exhibit 18 of the staff report for monitoring requirements.

29. The Permittee shall continue to submit monitoring data in accordance with the approved water level monitoring program for this project.

See Exhibit 4 of the staff report prepared in support issuance of this permit for monitor well locations, Exhibit 5 of the staff report for well construction information and Exhibit 18 of the staff report for monitoring requirements.

30. If a proposed well location is different from a location specified in the application, the Permittee shall submit to the District an evaluation of the impact of pumpage from the proposed well location on adjacent existing legal uses, pollution sources, environmental features, the saline water interface, and water bodies one month prior to all new well construction. The Permittee is advised that the proposal must be in compliance with all permitting criteria and performance standards in effect at the time of submittal, and that a formal modification of the permit shall be required if the withdrawals from the well location will result in an environmental or resource impact significantly greater than that anticipated in the permit review process.
31. If at any time there is an indication that the well casing, valves, or controls leak or have become inoperative, repairs or replacement shall be made to restore the system to an operating condition. Failure to make such repairs shall be cause for filling and abandoning the well, in accordance with procedures outlined in Chapters 40E-3 and 40E-30, Florida Administrative Code.
32. The Permittee shall submit to the District an updated Well Description Table (Table A) within one month of completion of the proposed wells identifying the actual total and cased depths, pump manufacturer and model numbers, pump types, intake depths and type of meters.
33. Within two years of permit issuance, potable public water supply utilities are required to provide a study evaluating emergency water supply preparedness, including analysis of demand management measures, potential pumpage shifting and the feasibility of emergency interconnections for the purpose of supplying water on a short-term, emergency basis to adjoining utilities. The Permittee must provide the District with a copy of the study. As to emergency interconnects, the feasibility study must assess the technical, physical and economic ability of the Permittee to develop interconnecting pipes capable of delivering water to adjoining utilities to meet emergency, short-term water supply needs. (in the event of an interconnect being established, individual public water supply Permit allocations will not address the emergency usage.) It is the policy of the District to encourage emergency interconnects between adjoining public water supply utilities for the purpose of providing emergency water supply. Thus, where the feasibility study indicates emergency interconnects are possible, the District encourages the adjoining utilities to implement the same.
34. The permittee shall construct the proposed Floridan aquifer wellfield in accordance with the following schedule:

2009 - 2010

Floridan wells site selection

2010 - 2011

Feasibility Study of conversion of ASR-1 well to Floridan production well

Contractor selection and contract negotiations

Design water treatment plant modifications

2011 - 2012

Construction of wells

Construction of water treatment plant modifications

March 2013 - wellfield startup

Beginning in January 2010, the permittee shall provide annual updates of the status of all alternative water supply projects being constructed by the permittee that are associated with this permit. The status report shall include work completed to date, expenditures and any anticipated changes in the timelines. The annual report shall address activities that occurred during a calendar year and shall be submitted to Water Use Compliance on or before January 31st of the following year.

Appendix D2

City of Pompano Beach Consumptive Use Permit Letter Modification





UTILITIES ADMINISTRATION

A. RANDOLPH BROWN
Director

1205 N.E. 5th Avenue
Pompano Beach, Florida 33060



Phone: 954-545-7043

City of Pompano Beach, Florida

Fax: 954-545-7046

July 19, 2006

RECEIVED

JUL 24 2006

ENV RES REGULATION

Mr. James Harmon
Water Use Division
South Florida Water Management District
P.O. Box 24680
West Palm Beach, Florida 33416-4680

060728-13 MA

Subject: Letter Modification Request
Water Use Permit No. 06-00070-W
City of Pompano Beach Public Water Supply

Dear Mr. Harmon:

The City of Pompano Beach would like to request a letter modification of the referenced permit in order to correct the City's saline water monitoring requirement (Limiting Condition No. 27).

The Limiting Condition currently states "The Permittee shall continue to submit monitoring data in accordance with the approved water quality monitoring program for this project. Chloride and water level monitoring shall be collected monthly and submitted to the District quarterly."

The City requests that the Limiting Condition be changed to "*The Permittee shall continue to submit monitoring data in accordance with the approved water quality monitoring program for this project. Conductivity and water level monitoring shall be collected monthly and submitted to the District quarterly.*", in order for the condition to more accurately reflect our approved monitoring program.

The District approved our current monitoring program, which consists of conductivity profiles in specific monitoring wells (and not chloride measurements - see attached 1999 letter from Donna Rickabus to William Flaherty). The City has been collecting conductivity data for many years to determine the location of the saline water interface and that data forms the historical baseline that the City uses to compare our current results.

In order to accurately measure the conductivity profiles, the City constructed a series of fully-screened monitoring wells. These wells are not appropriate for taking discrete chloride samples, because the depth from which the sample was collected would not be accurately known as the water in the well would most likely move preferentially toward the collection device as compared to collecting a representative depth sample from the aquifer. In addition, the process of either performing the conductivity profile or collecting the water sample for analysis would most likely affect the accuracy of the other data.

Please contact me at 954-545-7044, if you have any questions on this letter modification request. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "A. Randolph Brown".

A. Randolph Brown
Utilities Director

cc: Kurt Leckler, SFWMD



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

CON 24-06

Application No.: 060724-13

September 7, 2006

POMPANO BEACH CITY OF
1201 N.E. 5TH AVENUE
UTILITIES DEPARTMENT
POMPANO BEACH, FL 33061

Dear Permittee:

SUBJECT: Permit No.: 06-00070-W
Project: POMPANO BEACH PWS
Location: BROWARD COUNTY S21-23,25-28,32-36/T48S/R42E
S19,20,29-32/T48S/R43E
S1-8,11,12/T49S/R42E
S6,7/T49S/R43E

Permittee: POMPANO BEACH CITY OF

District staff has reviewed the information submitted in support of the referenced application for permit modification(s) and determined that the proposed activities are in compliance with the previous permit and the appropriate provisions of Rule 40E-2.331 (4)(a), Florida Administrative Code. The permit modification(s) include the following:

The applicant is requesting to change the chloride monitoring requirement of Limiting Condition 27 to conductivity. As historically monitored, conductivity profiles will be used in specific monitoring wells well to determine the location of the saline interface. There are no other changes to this limiting condition or anything else within the permitted project site at this time.

Please understand that your permit remains subject to the 28 Limiting Conditions and all other terms of the permit authorization as previously issued.

Sincerely,

James Harmon, P.G.
Sr Supv Hydrogeologist
Water Use Regulation Division

JH /js

GOVERNING BOARD

Kevin McCarty, *Chair*
Irela M. Bagué, *Vice-Chair*
Miya Burt-Stewart

Alice J. Carlson
Michael Collins
Nicolás J. Gutiérrez, Jr., Esq.

Lennart E. Lindahl, P.E.
Harkley R. Thornton
Malcolm S. Wade, Jr.

EXECUTIVE OFFICE

Carol Ann Wehle, *Executive Director*

Limiting Conditions

- 1 This permit shall expire on September 14, 2025.
- 2 Application for a permit modification may be made at any time.
- 3 Water use classification:

Public water supply

- 4 Source classification is:
- 5 Annual allocation shall not exceed 7067 MG.

Maximum monthly allocation shall not exceed 665.1 MG.

The stipulated annual allocation of 7,067 MG and maximum monthly allocation of 665.1 MG are authorized through August 10, 2010. After August 10, 2009, the annual allocation shall not exceed 6,478 MG and the maximum month allocation shall not 610 MG unless the permit is modified.

The maximum monthly allocation shall not exceed 186 MG from the Airport Wellfield from November 1st through May 31st of each year.

The maximum monthly allocation shall not exceed 279 MG from the Airport Wellfield from June 1st through October 31st of each year.

- 6 Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:

POMPANO BEACH CITY OF
1201 N.E. 5TH AVENUE UTILITIES DEPARTMENT
POMPANO BEACH, FL - 33061

- 7 Withdrawal facilities:
- 8 Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the

interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

- 9 Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

(1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

- 10 Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:

(1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,

(2) Reduction in water levels that harm the hydroperiod of wetlands,

(3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,

(4) Harmful movement of contaminants in violation of state water quality standards, or

(5) Harm to the natural system including damage to habitat for rare or endangered species.

- 11 If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.

- 12 Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
- 13 The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
- 14 The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
- 15 Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist – Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
- 16 In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.
- 17 Prior to the use of any proposed water withdrawal facility authorized under this permit, unless otherwise specified, the Permittee shall equip each facility with a District-approved operating water use accounting system and submit a report of calibration to the District, pursuant to Section 4.1, Basis of Review for Water Use Permit Applications.

In addition, the Permittee shall submit a report of recalibration for the water use accounting system for each water withdrawal facility (existing and proposed) authorized under this permit every five years from each previous calibration, continuing at five-year increments.

- 18 Monthly withdrawals for each withdrawal facility shall be submitted to the District quarterly. The water accounting method and means of calibration shall be stated on each report.
- 19 The Permittee shall notify the District within 30 days of any change in service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction.
- 20 Permittee shall implement the wellfield operating plan described in District staff report prepared in support of recommendation for permit issuance.
- 21 Permittee shall determine unaccounted-for distribution system losses. Losses shall be determined for the entire distribution system on a monthly basis. Permittee shall define the manner in which unaccounted-for losses are calculated. Data collection shall begin within six months of Permit issuance. Loss reporting shall be submitted to the District on a yearly basis from the date of Permit issuance.
- 22 Permittee shall maintain an accurate flow meter at the intake of the water treatment plant for the purpose of measuring daily inflow of water.
- 23 It has been determined that this project relies, in part on the waters from the Central and Southern Project, and as such is considered to be an indirect withdrawal from an MFL water body under recovery (Everglades). The Lower East Coast Regional Water Supply Plan (May 2000), which is the recovery plan for the Everglades, incorporates a series of water resource development projects and operational changes that are to be completed over the duration of the permit and beyond. If the recovery plan is modified and it is determined that this project is inconsistent with the approved recovery plan, the

Permittee shall be required to modify the permit consistent with the provisions of Chapter 373, Florida Statutes.

- 24 The Water Conservation Plan required by Section 2.6.1 of the Basis of Review for Water Use Permit Applications within the South Florida Water Management District, must be implemented in accordance with the approved implementation schedule.
- 25 Public water utilities that control, either directly or indirectly, a wastewater treatment plant, and which have determined pursuant to Section 403.064, F.S., that use of reclaimed water is feasible, must provide the District with annual updates of the following information: (1) the status of distribution system construction, including location and capacity of lines; (2) a summary of uncommitted supplies for the next year; (3) copies of any new or amended local mandatory reclaimed water reuse zone ordinances; and (4) a list of end-users who have contracted to receive reclaimed water and the agreed upon quantity of water to be delivered.
- 26 Every five years from the date of permit issuance, the permittee shall submit a water use compliance report for review and approval by District Staff, which addresses the following:
 1. The results of a water conservation audit that documents the efficiency of water use on the project site using data produced from an onsite evaluation conducted. In the event that the audit indicates additional water conservation is appropriate or the per capita use rate authorized in the permit is exceeded, the permittee shall propose and implement specific actions to reduce the water use to acceptable levels within timeframes proposed by the permittee and approved by the District.
 2. A comparison of the permitted allocation and the allocation that would apply to the project based on current District allocation rules and updated population and per capita use rates. In the event the permit allocation is greater than the allocation provided for under District rule, the permittee shall apply for a letter modification to reduce the allocation consistent with District rules and the updated population and per capita use rates to the extent they are considered by the District to be indicative of long term trends in the population and per capita use rates over the permit duration. In the event that the permit allocation is less than allowable under District rule, the permittee shall apply for a modification of the permit to increase the allocation if the permittee intends to utilize an additional allocation, or modify its operation to comply with the existing conditions of the permit.
- 27 The Permittee shall continue to submit monitoring data in accordance with the approved water quality monitoring program for this project.
Conductivity and water level monitoring shall be collected monthly and submitted to the District quarterly

Wells SW11, SW12, SW13, SW14, SW15, SW16, SW19, SW110, PRW1 and PRW8
- 28 .
The City has worked with Staff to implement an alternative water supply project (reuse dual distribution system) which is integral to preventing saltwater intrusion in the area. The implementation of this system is a requirement of this permit and as such is considered consistent with the objectives of the Lower East Coast Regional Water Supply Plan and the MFL recovery plan for the Everglades.

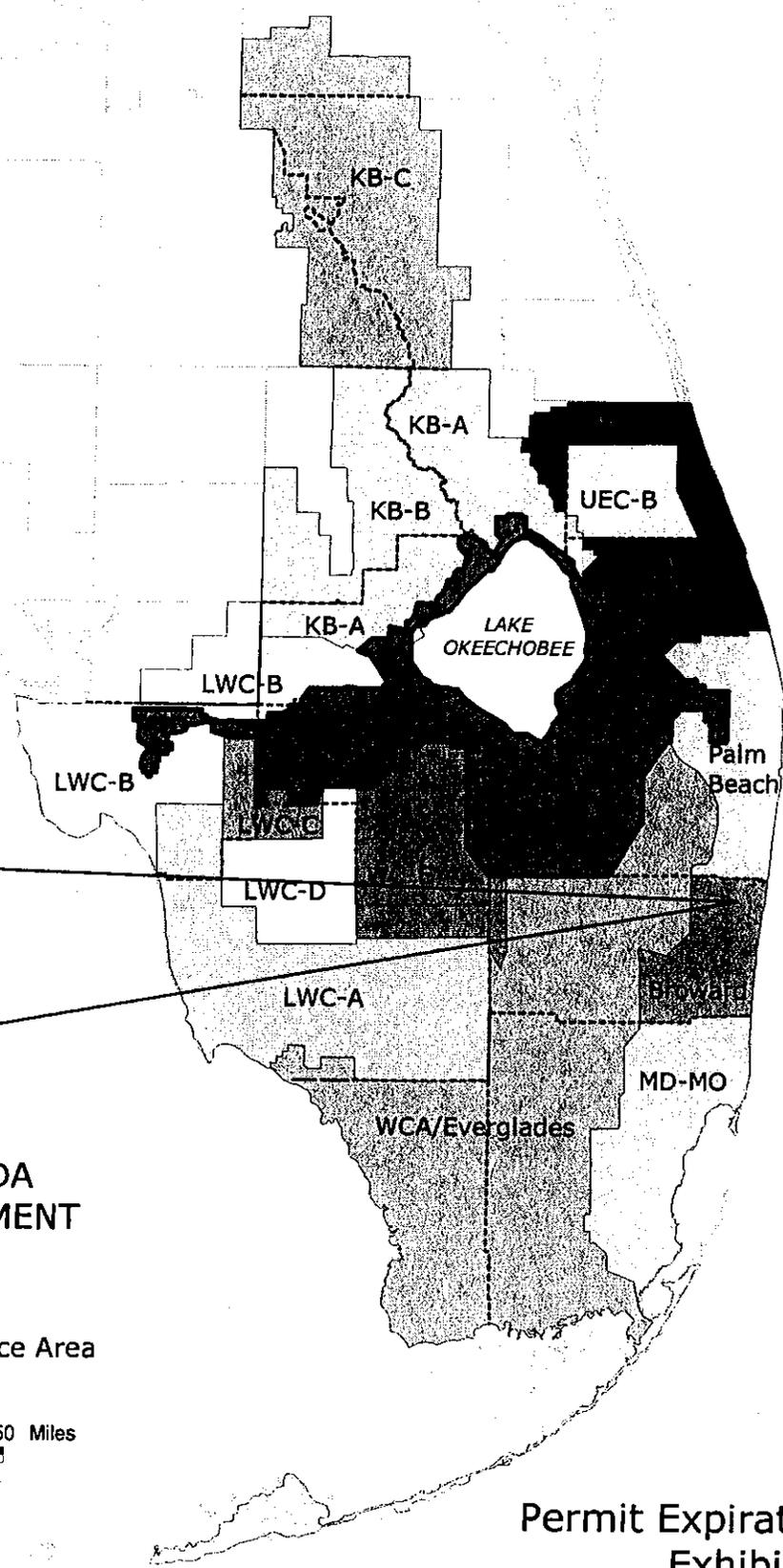
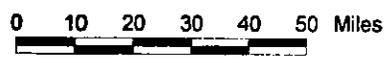
c: B.F.
Broward County
Dept of Environmental Protection
FDEP
Florida Fish & Wildlife Conservation Commission
Old Plantation Water Control District



PROJECT
SITE

SOUTH FLORIDA
WATER MANAGEMENT
DISTRICT

 Okeechobee Service Area



Permit Expiration Basins
Exhibit 1

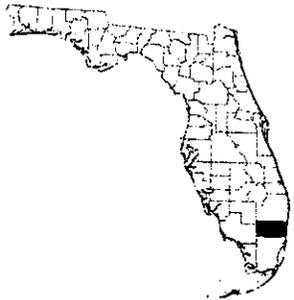
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T48

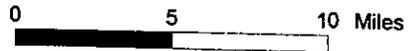
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BROWARD COUNTY
FLORIDA

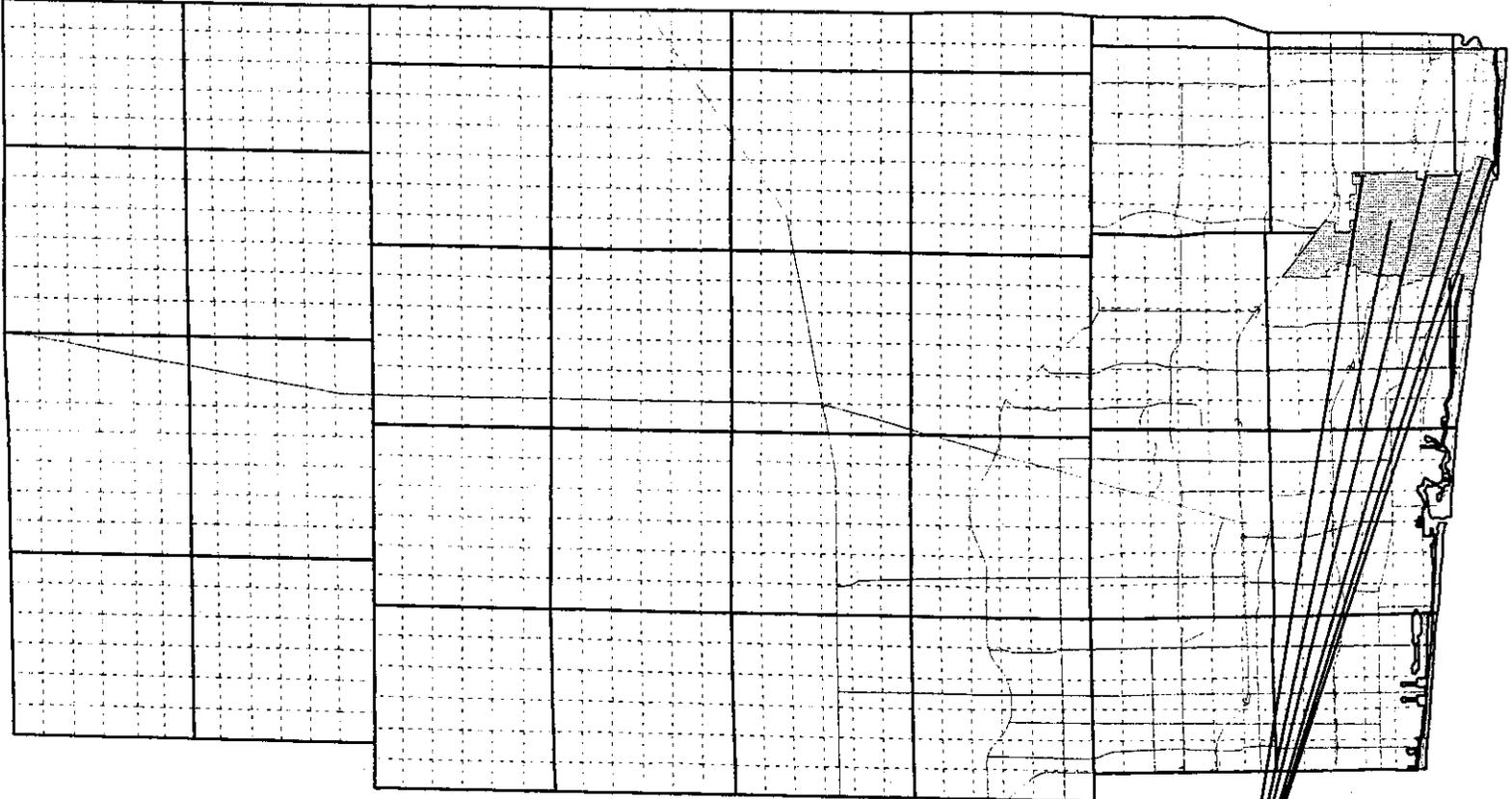


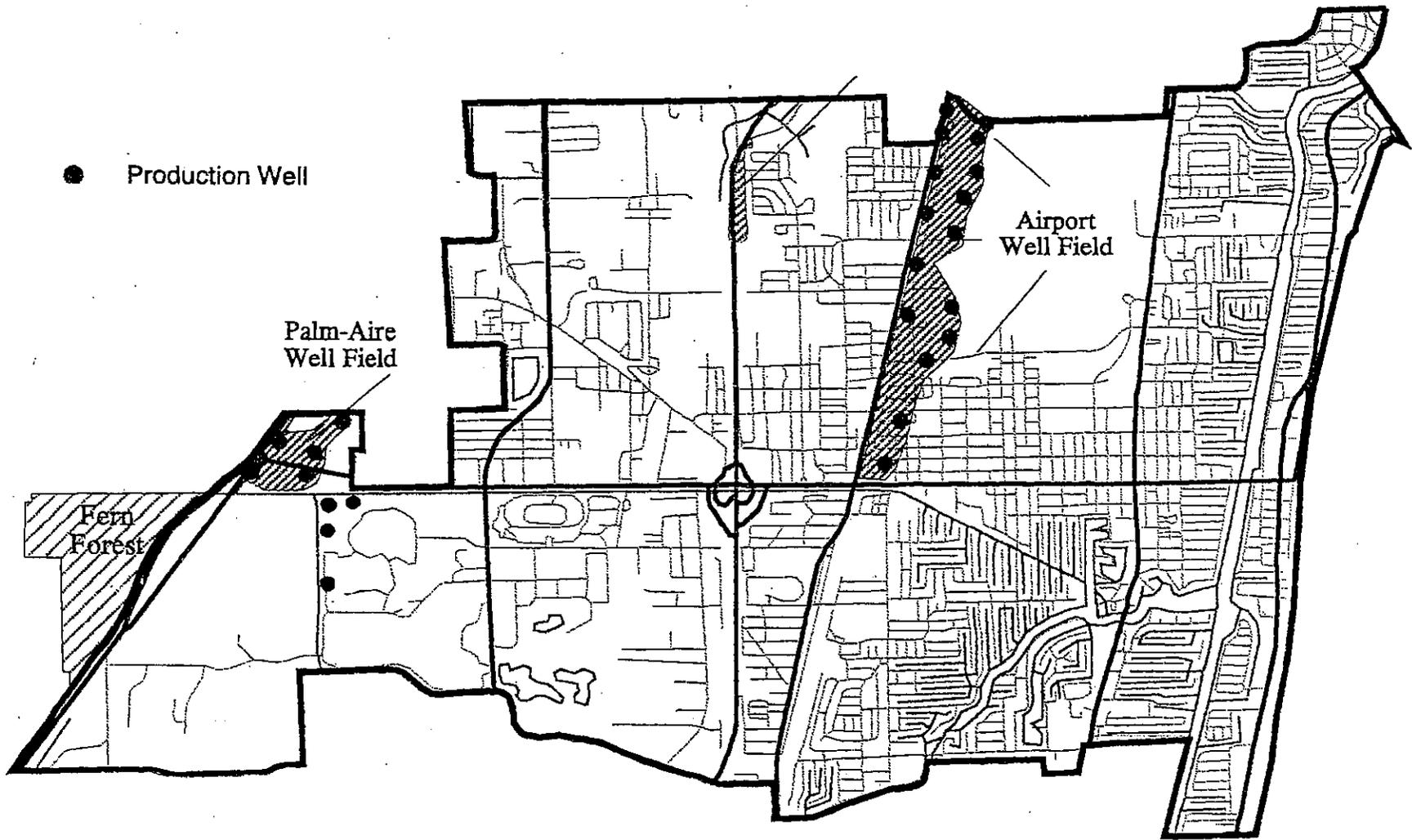
App # 040302-8

Permit # 06-00070-W

Project: POMPANO BEACH PWS

**PROJECT
SITE**





EXHIBIT

3

Pompano Beach Service Area

bc:Jeffery Scott

ANNE MARIE SUPERCHI – 4320

BROWARD COUNTY SERVICE CENTER DIRECTOR – 6840

J. Marquez – 4230

Permit File

Permit File – 4240

WU Compliance – K. Miller – 4320

ADDRESSES

B.F. Sewell

Attn: Sewell

Natural Resources Defense Council

40 W 20th st

New York NY 10011

Broward County – Director, Water Mgmt Div

Attn: – Director, Water Mgmt Div

2555 W. Copans Rd

Pompano FL 33069

Broward County –Environmental Protection Department

Attn: –Environmental Protection Department

115 S. Andrew Avenue

Room A–240

Ft. Lauderdale FL 33301

Broward County Bureau of Water and Wastewater Services

Attn: Bureau of Water and Wastewater Services

2555 W. Copans Rd

Pompano Beach FL 33069

~~Dept of Environmental Protection – West Palm Beach~~

~~Attn: – West Palm Beach~~

FDEP

Attn: Div of Recreation and Park – District 7

13798 SE Federal Highway

Hobe Sound FL 33455

Florida Fish & Wildlife Conservation Commission – Imperiled Species Mgmt Section

Attn: – Imperiled Species Mgmt Section

620 South Meridian Street

Tallahassee FL 32399–6000

Old Plantation Water Control District Pat O'Quinn

Attn: Pat O'Quinn

P.O. Box 15405

Plantation FL 33318

PERMIT APPLICATION ROUTING
Environmental Resource Regulation

Application Number: 060724-13 Permit Number: 06-00070-W

Related Application Number: _____

Applicant: CITY OF POMPANO BEACH

Project: POMPANO BEACH PWS

County: Broward Permit Type: WU Land Use Type: PWS

Copy of application was not sent to the ACOE, if determined there is wetland activity please route a copy of the application back to the ADMIN staff.

Copy of application was sent to the ACOE on _____.

30 Day Deadline: 8/23/06

No Fee Required: LTRMOD

Fee Received: \$_____ Fee Due: \$_____ Fee Code: W13
(Do Not Issue Permit)

		DATE RECEIVED	DATE OUT
PROCESSED BY:	<u>Valerie Johnson</u>	<u>7/25/06</u>	<u>7/25/06</u>
<u>Virg Cruz</u>	_____	_____	_____
<u>Barbara Comny</u>	_____	_____	_____
<u>ENV. RES. COMPL. DIV.</u>	_____	_____	_____
<u>BACK-UP</u>	<u>Broward-Jenny</u>	_____	_____
<u>RIGHT-OF-WAY</u>	<u>7330</u>	_____	_____
<u>WEEKLY MAIL/FAN</u>	_____	_____	_____

NRM Signoff: _____ Date: _____

COMMENTS: LETTER MOD.

Scanned By: _____ Date: _____

No Map
No STR



South Florida Water Management District

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045
TDD (561) 697-2574 • www.sfwmd.gov

CON -24 -06

May 7, 1999

William F. Flaherty, P.E.
Director, Utilities Department
City of Pompano Beach
P.O. Box 1300
Pompano Beach, FL 33061

060724-15 #2

Dear Mr. Flaherty,

Subject: Limiting Conditions Nos. 29 and 30,
Project: Water Use Permit 06-00070-W, City of Pompano Beach

Regarding the City's response regarding Limiting Condition No. 29, monthly conductivity profiles and water levels of monitoring wells 1, 2, 4, and 6 are appropriate. In addition, monthly conductivity profiles and water levels of monitoring wells 5, 9 and 10 are to be included..

The information regarding contamination in the Palm Aire Wellfield area was obtained from the Broward County DNRP internet web site (see attached) and Broward County Staff. In the August 4, 1998 correspondence from the City, a copy of the Broward County contamination sites map was enclosed. The purpose of Limiting Condition No. 30 is to make sure that increased pumpage from the Palm Aire Wellfield wells does not induce movement of contaminated groundwater. It may be helpful for a representative of the City to contact and meet with Broward County Staff to review the current status of contaminated sites in the Palm Aire Wellfield vicinity. District Staff (Jeff Rosenfeld and myself) are available to meet with City and Broward County Staff on this matter.

If you have any questions please contact me at (561) 682-6940.

Sincerely,

Donna Rickabus
Staff Hydrogeologist, Water Use

C: Scott Burns, Jeff Rosenfeld, Luna Ergas, Mike Piper, Lorenzo Fernandez

Governing Board:
Michael Collins, Chairman
Michael D. Minton, Vice Chairman
Mitchell W. Berger

Vera M. Carter
Gerardo B. Fernandez
Patrick J. Gleason

Nicolas J. Gutierrez, Jr.
Harkley R. Thornton
Trudi K. Williams

James Harvey, Interim Executive Director
Michael Slayton, Deputy Executive Director
Trevor Campbell, Deputy Executive Director

Appendix E

City of Pompano Beach Reuse Agreement and Addendum with Lighthouse Point



RESOLUTION NO. 97- 116

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 THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT PROVIDING FOR EFFLUENT WATER USE ON FEDERAL HIGHWAY FROM NORTHEAST 24TH STREET TO SAMPLE ROAD; PROVIDING AN EFFECTIVE DATE.

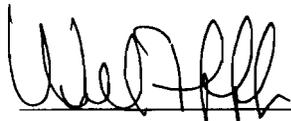
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and the City of Lighthouse Point, 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 between the City of Pompano Beach and the City of Lighthouse Point.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 22nd day of April, 1997.



WILLIAM F. GRIFFIN, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK

Original file

INTERLOCAL AGREEMENT
between
THE CITY OF LIGHTHOUSE POINT
and
THE CITY OF POMPANO BEACH
providing for
EFFLUENT WATER USE -- FEDERAL HIGHWAY --
NORTHEAST 24th STREET TO SAMPLE ROAD

This Interlocal Agreement is made and entered into between:

THE CITY OF LIGHTHOUSE POINT, FLORIDA, a municipal corporation organized under the laws of the State of Florida, hereinafter sometimes referred to as "LIGHTHOUSE POINT",

and

THE CITY OF POMPANO BEACH, FLORIDA, hereinafter sometimes referred to as "POMPANO BEACH", a municipal corporation organized under the laws of the State of Florida.

WHEREAS, LIGHTHOUSE POINT is providing for the installation of a water distribution and sprinkler system in the center island medians between Northeast 24th Street and Sample Road; and

WHEREAS, POMPANO BEACH has the ability to provide reclaimed/recycled wastewater from its tertiary treatment facility located within the City of Pompano Beach to LIGHTHOUSE POINT; and

WHEREAS, LIGHTHOUSE POINT is desirous of obtaining the water from POMPANO BEACH and both cities have agreed upon the cost of the water to be paid to POMPANO BEACH by LIGHTHOUSE POINT; and

WHEREAS, both cities are authorized to enter into this Interlocal Agreement pursuant to the provisions of Florida Statute 163.01; and

WHEREAS, both cities have determined that it is mutually beneficial and in the best interests of the public to enter into this Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, LIGHTHOUSE POINT and POMPANO BEACH do hereby agree as follows:

ARTICLE I

BACKGROUND PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
- 1.2 POMPANO BEACH has the facilities and ability to provide recycled wastewater from their tertiary treatment facility for use by LIGHTHOUSE POINT in irrigating the median strips located within LIGHTHOUSE POINT and in the center of Federal Highway.
- 1.3 LIGHTHOUSE POINT has need for the recycled wastewater to be provided by POMPANO BEACH for the irrigation of the median strips located within its city between Northeast 24th Street and Sample Road.

- 1.4 It is the purpose of this Interlocal Agreement to accomplish the above purposes and establish the responsibilities and obligations of each of the cities with respect to this Interlocal Agreement.

ARTICLE II
TERMS OF AGREEMENT

- 2.1 This Interlocal Agreement shall commence upon the date that both parties have executed the same by their appropriate City officials and have filed the Agreement with the Clerk of the Circuit Court for Broward County, Florida, as required by Florida Statute Section 163.01(11). **This Agreement shall continue for a period of five (5) years and shall automatically renew for successive five (5) year periods unless either City notifies the other, in writing, at least six (6) months prior to the expiration of the then current five-year period, that it no longer wishes to continue with the Agreement.**
- 2.2 Any successive renewal period shall be under the same terms and conditions as provided for in this Interlocal agreement unless both parties have executed an amendment changing the terms or conditions contained herein, and the original Agreement as thus amended shall be in force in all future renewal successive periods, except as provided in Section 2.3 herein below.
- 2.3 POMPANO BEACH shall recover the costs of the treatment of the effluent water and delivery to LIGHTHOUSE POINT on the basis of **64.25 cents per 1,000 gallons**. LIGHTHOUSE POINT agrees to pay POMPANO BEACH for said water on said cost basis. In the event POMPANO BEACH determines that the **cost of producing and delivering the 1,000 gallons of recycled wastewater has increased** above the 64.25 cents it is charging LIGHTHOUSE POINT, it will present said calculations to LIGHTHOUSE POINT and the cities will agree on an adjusted cost per 1,000 gallons of recycled wastewater. Should the parties be unable to agree on an adjusted cost, then POMPANO

BEACH shall have the option of accepting cost payments as agreed or terminating this Agreement upon sixty (60) days' prior notice to LIGHTHOUSE POINT.

- 2.4 POMPANO BEACH agrees to furnish and install a wastewater metering device, housing, accessories, and appurtenances of a type and design selected by POMPANO BEACH, to be located at the site as defined in Exhibit "A" attached hereto. POMPANO BEACH shall retain ownership of the metering device, together with the housing, accessories, and appurtenances thereto. LIGHTHOUSE POINT shall have the right to make its own meter inspection, or to have an independent company check the metering equipment at any time during normal business hours provided, however, no such inspection shall be made unless LIGHTHOUSE POINT shall first give POMPANO BEACH notice of its intent to have the inspection made. All cost and expense of LIGHTHOUSE POINT's inspection shall be borne by LIGHTHOUSE POINT unless the meter is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case the cost and expense of such inspection shall be borne by POMPANO BEACH. Normal maintenance of the metering device shall be performed by POMPANO BEACH as an expense of wastewater treatment and effluent disposal.

Both parties agree that, should the metering equipment be found to be inaccurate beyond the manufacturer's range of accuracy, the meter will be assumed to be inaccurate since the last meter check and that the following month's billing will be adjusted to show a credit or additional charge to LIGHTHOUSE POINT for that period.

Both parties agree that, if at any time the metering system shall be inoperative or in any way fails to provide information with respect to the quantity of flow, LIGHTHOUSE POINT will pay POMPANO BEACH a sum equal to the average flow of the monthly billing period prior to the date the meter became inoperative.

- 2.5 POMPANO BEACH shall deliver wastewater to said meter. LIGHTHOUSE POINT will cause pipes and sprinklers to be installed from the POMPANO BEACH meter north

throughout the median locations. POMPANO BEACH shall have no obligation for costs incurred with respect to the installation, maintenance or repairs of the lines or sprinkler systems, that being the sole expense of LIGHTHOUSE POINT.

- 2.6 POMPANO BEACH and LIGHTHOUSE POINT acknowledge that the water being used to irrigate the median strips is recycled wastewater and is the same water that is being used by POMPANO BEACH to irrigate the two Pompano Beach municipal golf courses and other Pompano Beach facilities. This water is not potable and not for human or animal consumption and shall only be used for sprinkling the median strips. LIGHTHOUSE POINT agrees to install appropriate signage to notify the public that the recycled water is being used and is not for consumption.
- 2.7 LIGHTHOUSE POINT has been advised by O'Leary Design Associates, P.A. that it is estimated that the average monthly water usage will be approximately 160,000 gallons based on a normal two-hour watering cycle of three days per week.
- 2.8 In the event, due to plant failure or other causes, the quality of the water deteriorates to a point that POMPANO BEACH does not feel that it is safe or advisable to use the same for the irrigation of its municipal golf courses or its own median strips, it will, as soon as possible, notify LIGHTHOUSE POINT of the stoppage of the water flow and, if possible, the date that it is anticipated it will recommence delivering recycled wastewater.

Both parties agree that any temporary cessation of wastewater transmission resulting from an act of God, fire, strikes, casualty, necessary maintenance work, breakdown of or injury to machinery, pumps or pipe lines, unavailabilities, insurrection or riot, or civil or military authority, shall not constitute a breach of this Agreement on the part of POMPANO BEACH and POMPANO BEACH shall not be liable to LIGHTHOUSE POINT for any damage resulting from such cessation.

- 2.9 POMPANO BEACH will cause its water meter to be read on a regular basis and will deliver a bill to LIGHTHOUSE POINT establishing the amount of wastewater consumption used by LIGHTHOUSE POINT for its median strip irrigation. LIGHTHOUSE POINT agrees to pay said invoice within two weeks after receipt of the same.
- 2.10 LIGHTHOUSE POINT agrees that it will not connect nor allow any connection to any portion of the wastewater system by any properties, persons, buildings or structures without prior permission of and approval of POMPANO BEACH, including compliance with all terms and conditions established by POMPANO BEACH, and any revenue or resale derived from any such connection shall belong to and be the property of POMPANO BEACH unless agreed otherwise.

ARTICLE III
MISCELLANEOUS

- 3.1 LIGHTHOUSE POINT presently has median strips located on Federal Highway from Sample Road north to Northeast 53rd Street. It is irrigating such median strips with non-wastewater obtained from Broward County Utilities, and the monthly water usage can be readily determined. In the future LIGHTHOUSE POINT desires to extend the area that POMPANO BEACH wastewater will be used to include Sample Road north to Northeast 53rd Street. LIGHTHOUSE POINT will give POMPANO BEACH at least sixty (60) days' notice of its desire to extend the system. Such notice will include the amount of water LIGHTHOUSE POINT is then using to irrigate the medians so that POMPANO BEACH can prepare and adjust their delivery system accordingly. All provisions of this Interlocal Agreement shall apply to the extended area referenced herein. However, POMPANO BEACH makes no warranties or assurances as to the adequacy of the volume of wastewater capable of being supplied to this or any other expanded area.

- 3.2 Whenever either party desires to give notice to the other, such notice shall be in writing and shall be posted in the United States mail, Return Receipt Requested, or forwarded by courier evidenced by a delivery receipt or by an overnight express delivery service addressed to the party being noticed. The address of both parties shall be as set forth below and shall remain in effect until written notice is given to the other party changing the same.

FOR THE CITY OF LIGHTHOUSE POINT:

Administrative Assistant to the Mayor
City of Lighthouse Point
City Hall
2200 Northeast 38 Street
Lighthouse Point, Florida 33064

FOR THE CITY OF POMPANO BEACH:

City Manager
City of Pompano Beach
City Hall
100 West Atlantic Boulevard
Pompano Beach, Florida 33060

- 3.3 Both parties agree that the invalidity of any section, clause, sentence, or provision of this Agreement shall not affect the validity of any other part of this Agreement which can be given effect without such invalid part or parts.
- 3.4 Both parties agree that this Agreement shall be binding upon the successors and assigns of the parties hereto and may be enforced by appropriate action in court, or courts, of competent jurisdiction.
- 3.5 Both parties agree that all legal requirements for execution of this Agreement have been performed and each party hereto agrees to exchange with the other certified copies of the official records of its governing body which authorize the execution of this Agreement.

3.6 LIGHTHOUSE POINT shall be responsible for implementation in its system of any federal, state, or local regulations imposed upon LIGHTHOUSE POINT, either now or in the future.

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

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity.

3.8 In the event that POMPANO BEACH becomes or is made a party to a lawsuit either as a defendant or plaintiff, which said lawsuit arises from or is in connection with this Agreement or any of the terms hereof including, but not limited to, any action between the parties hereto and any action resulting from the effects of the improper use by LIGHTHOUSE POINT or any other of the wastewater, the wastewater system or part thereof of any liquid, or other effluent which may cause damage, LIGHTHOUSE POINT shall pay all costs and expenses paid by or incurred by POMPANO BEACH connected with or arising from such lawsuit, including a reasonable attorney's fee for the attorney representing POMPANO BEACH in such litigation, whether such costs, expenses and attorney's fee be incurred in the trial court or in any appellate court or courts to which the matter may be appealed.

3.9 The cities to this Interlocal Agreement agree to comply with all applicable Florida Statutes, rules and regulations that may now or hereafter apply to this Interlocal Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature and have caused the same to be executed by the appropriate City officials.

CITY OF LIGHTHOUSE POINT:

Witnesses:

Stephen De

Stephen De

CITY OF LIGHTHOUSE POINT

By: [Signature]
MAYOR

By: [Signature]
Admin. Assistant to the Mayor CITY MANAGER

Attest:

[Signature]

CITY CLERK

(SEAL)

Approved by:

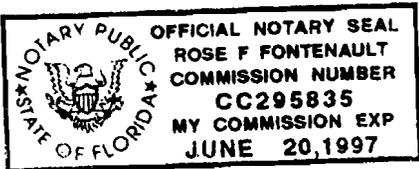
[Signature]

RICHARD H. ROTH
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of March, 1997 by William F. Sullivan as Mayor of the City of Lighthouse Point, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Rose F. Fontenault

NOTARY PUBLIC, STATE OF FLORIDA

Rose F. Fontenault

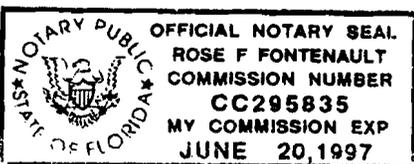
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of March, 1997 by Gerald J. Benuart as City Manager of the City of Lighthouse Point, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Rose F. Fontenault

NOTARY PUBLIC, STATE OF FLORIDA

Rose F. Fontenault

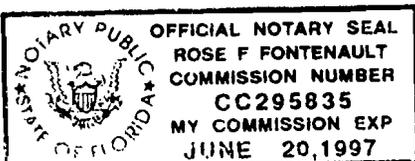
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of March, 1997 by Frances S. Marsh as City Clerk of the City of Lighthouse Point, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Rose F. Fontenault

NOTARY PUBLIC, STATE OF FLORIDA

Rose F. Fontenault

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CITY OF POMPANO BEACH:

Witnesses:

Roseann E. Quinn

Shelby R. Bartholomew

CITY OF POMPANO BEACH

By: *William F. Griffin*
WILLIAM F. GRIFFIN, MAYOR

By: *C. William Hargett, Jr.*
C. WILLIAM HARGETT, JR.
CITY MANAGER

Attest:

Mary L. Chambers

MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved by:

Gordon B. Linn

GORDON B. LINN
CITY ATTORNEY

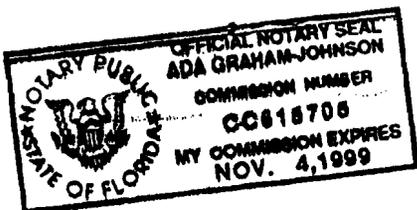
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of May, 1997 by WILLIAM F. GRIFFIN, as Mayor 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:

Ada Graham Johnson
NOTARY PUBLIC, STATE OF FLORIDA



(Name of Acknowledger Typed, Printed or Stamped)

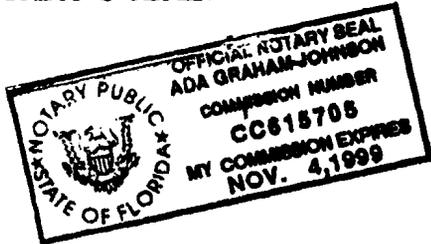
Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of May, 1997 by C. WILLIAM HARGETT, JR. as City Manager 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:



Ada Graham-Johnson
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

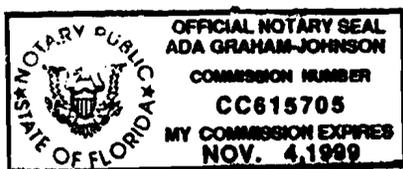
Commission Number

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of May, 1997 by 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:



Ada Graham-Johnson
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

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 ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE CITY OF LIGHTHOUSE POINT PROVIDING FOR INSPECTION OF REUSE COMPONENTS AND SIGNAGE FOR THE REUSE WATER DISTRIBUTION AND IRRIGATION SYSTEM IN THE CITY OF LIGHTHOUSE POINT BY THE CITY OF POMPANO BEACH; 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 City of Lighthouse Point providing for inspection of reuse components and signage for the reuse water distribution and irrigation system in the City of Lighthouse Point by the City of Pompano Beach, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

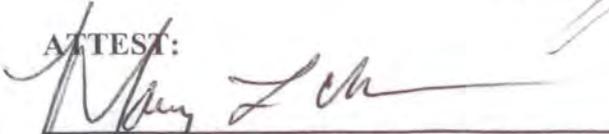
SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the City of Lighthouse Point.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of January, 2007.



JOHN C. RAYSON, MAYOR

ATTEST:


MARY L. CHAMBERS, CITY CLERK
MEBds
12/13/06
l:reso/2007-86

11/29/07
cc: Bill H.

INSTR # 106838232
OR BK 43608 Pages 652 - 660
RECORDED 02/15/07 09:20:41
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1923
#3, 9 Pages

ADDENDUM
to
INTERLOCAL AGREEMENT
between
CITY OF LIGHTHOUSE POINT
and
CITY OF POMPANO BEACH
providing for
INSPECTION OF REUSE COMPONENTS AND SIGNAGE IN THE CITY
OF LIGHTHOUSE POINT BY THE CITY OF POMPANO BEACH

This Addendum to the Interlocal Agreement is made and entered into between:

CITY OF LIGHTHOUSE POINT, FLORIDA, a municipal corporation organized under the laws of the State of Florida, hereinafter sometime referred to as "LIGHTHOUSE POINT",

and

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation organized under the laws of the State of Florida, hereinafter sometimes referred to as "POMPANO BEACH",.

WHEREAS, LIGHTHOUSE POINT currently provides for the maintenance of a reuse water distribution and irrigation system in the center island medians between Northeast 24th Street and Northeast 54th Street; and

WHEREAS, POMPANO BEACH currently provides reuse water from its tertiary treatment facility located within the City of Pompano Beach, to LIGHTHOUSE POINT via a master meter; and

WHEREAS, The Florida Department of Environmental Protection has granted POMPANO BEACH one hundred eighty (180) days from the issuance of Permit FLA013581-

(a)

004-DWIP to provide proof of legal authority to assure the compliance of FAC Chapter 62-610 with regards to cross connection control and signage; and

WHEREAS, both cities are authorized to enter into this Addendum to the Interlocal Agreement pursuant to the provisions of Florida Statute 163.01; and

WHEREAS, both cities have determined that is mutually beneficial and in the best interests of the public to enter into this Addendum to the Interlocal Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, LIGHTHOUSE POINT and POMPANO BEACH do hereby agree as follows:

ARTICLE I

BACKGROUND PURPOSE AND INTENT

- 1.1 The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
- 1.2 POMPANO BEACH currently provides reuse water from their tertiary treatment facility for use by LIGHTHOUSE POINT in irrigating the median strips located within LIGHTHOUSE POINT and in the center of Federal Highway, by and through an Interlocal Agreement providing for effluent water, dated May 1, 1997.
- 1.3 POMPANO BEACH shall provide annual inspection of signage in the City of Lighthouse Point, as required by FAC 62-610.
- 1.4 LIGHTHOUSE POINT will allow POMPANO BEACH access to median locations for the purpose of cross connection and signage inspection.
- 1.5 LIGHTHOUSE POINT will reimburse POMPANO BEACH for all costs incurred for inspections.
- 1.6 It is the purpose of this Addendum to accomplish the above purposes and establish the responsibilities and obligations of each of the cities with respect to this Addendum.

ARTICLE II

TERMS OF AGREEMENT

- 2.1 This Addendum to the Interlocal Agreement shall commence upon the last date that both parties have executed the same by their appropriate City officials and have filed the Agreement with the Clerk of the Circuit Court for Broward County, Florida, as required by Florida Statute Section 163.01(11). This Agreement shall continue for the remainder of the period of the current Interlocal Agreement between Pompano Beach and Lighthouse Point providing for effluent water use, dated May 1, 1997, and approved by Resolution No. 97-116. The time periods for both the Agreement and this Addendum to the Agreement shall merge, and renewal or modification of the time period of the Agreement shall cause the time periods for this Addendum to run concurrently.
- 2.2 Any successive renewal period shall be under the same terms and conditions as provided for in the original Interlocal Agreement unless both parties have executed an amendment changing the terms or conditions contained herein, and the original Agreement as thus amended by this Addendum shall be in force in all future renewal successive periods.
- 2.3 POMPANO BEACH agrees to conduct annual inspection of the medians and check valve boxes for signage requirements according to FAC 62-610. Inspections will be documented. The cost and expense of such inspections shall be borne by LIGHTHOUSE POINT.
- 2.4 POMPANO BEACH agrees to conduct annual inspection of all cross connection control devices in the medians where reuse water is used and where cross connections are required. The cost and expense of such inspections shall be borne by LIGHTHOUSE POINT. Inspections shall meet City of Pompano Beach Ordinance requirements, including, but not limited to, annual backflow certification by a licensed inspector.
- 2.5 LIGHTHOUSE POINT agrees to allow POMPANO BEACH access to inspection locations in public medians where reuse is applied.
- 2.6 LIGHTHOUSE POINT agrees to install approved cross connection control devices in any reuse irrigation area where potable water is also available.
- 2.7 LIGHTHOUSE POINT agrees to provide a map to POMPANO BEACH showing the locations of all valve boxes, and to provide revisions upon receiving approval for additional connections.
- 2.8 LIGHTHOUSE POINT agrees to provide to POMPANO BEACH Engineered sealed plans for additional reuse areas, for approval, before connecting to the reuse system.
- 2.9 LIGHTHOUSE POINT agrees to pay POMPANO BEACH the amount of Eight Hundred Dollars (\$800.00) at the commencement of each five (5) year renewal period of the Agreement which represents its share of the costs of permit renewal with the Florida Department of Environmental Protection and with Broward County, incurred by POMPANO BEACH.

ARTICLE III

MISCELLANEOUS

- 3.1 LIGHTHOUSE POINT presently irrigates median strips located between Northeast 24th Street and Northeast 54th Street. LIGHTHOUSE POINT will abide by regulations for use of reuse water as specified in the Florida Department of Environmental Protection Permit FLA103581-004-DW1P, issued to POMPANO BEACH on April 26, 2005. LIGHTHOUSE POINT will agree to abide by the FAC Chapter 62-610 and the City of Pompano Beach Ordinance Chapter 54.
- 3.2 Both parties agree that the invalidity of any section, clause, sentence or provision of this Addendum to the Interlocal Agreement shall not affect the validity of any other part of this Addendum which can be given effect without such invalid part or parts.
- 3.3. Both parties agree that this Addendum shall be binding upon the successors and assigns of the parties hereto and may be enforced by appropriate action in court, or courts, of competent jurisdiction.
- 3.4. Both parties agree that all legal requirements for execution of this Addendum have been performed and each party hereto agrees to exchange with the other certified copies of the official records of its governing body which authorize the execution of this Addendum.
- 3.5. LIGHTHOUSE POINT shall be responsible for implementation in its system of any Federal, state, or local regulations imposed upon LIGHTHOUSE POINT, either now or in the future.
- 3.6. This document amends the Interlocal Agreement Providing for Effluent Water Use between the City of Pompano Beach and the City of Lighthouse Point, dated May 1, 1997. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity.

- 3.7. LIGHTHOUSE POINT agrees, to the extent permitted by law, to indemnify, save and hold harmless POMPANO BEACH and any of its officials, commissioners, officers, agents and employees from any and all claims of loss, injury, death, damage and liabilities of whatever kind or nature including attorney's fees, court costs and interest, and any costs of defense from any persons, or their personal representatives, estate, heirs, next-of-kin, or any other party that may claim or have acquired an interest, occasioned wholly, or in part, by the conduct, action, activities, or negligence of LIGHTHOUSE POINT, its agents or employees, involving or arising from, the use or distribution of

reuse water by LIGHTHOUSE POINT, including any and all claims arising from the operation of its reuse water distribution and irrigation system, whether such costs, expenses and attorney's fees be incurred in the trial court or in any appellate court or courts to which the matter may be appealed.

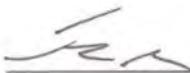
3.8. The cities to this Addendum to the Interlocal Agreement to comply with all applicable Florida Statutes, rules and regulations that may now or hereafter apply to this Addendum.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their corporate seals the day and year first above written.

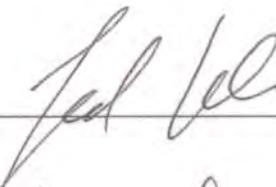
"LIGHTHOUSE POINT":

Witnesses:

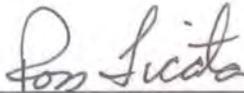
CITY OF LIGHTHOUSE POINT



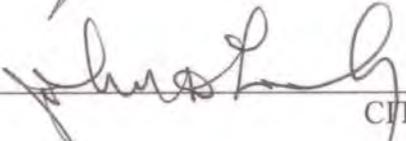
Signature

By: 

MAYOR

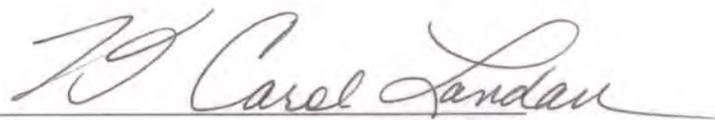


Signature

By: 

CITY MANAGER
(SEAL)

Attest:



CITY CLERK

Approved by:



CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of December, 2007, by Fred Boloss, as Mayor of the City of Lighthouse Point, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Elizabeth Lepore
NOTARY PUBLIC, STATE OF FLORIDA

ELIZABETH LEPORE
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of December, 2007, by John D. Brusky as City Manager of the City of Lighthouse Point, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Elizabeth Lepore
NOTARY PUBLIC, STATE OF FLORIDA

ELIZABETH LEPORE
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18th day of December, 2007, by Carol Jordan as City Clerk of the City of Lighthouse Point, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:



Elizabeth Lepore
NOTARY PUBLIC, STATE OF FLORIDA

ELIZABETH LEPORE
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"POMPANO BEACH":

Witnesses:

CITY OF POMPANO BEACH

Ricabeth Jabonada
Signature

By: *John C. Rayson*
JOHN C. RAYSON, MAYOR

Shelley R. Bartholomew
Signature

By: *C. William Hargett, Jr.*
C. WILLIAM HARGETT, JR.,
CITY MANAGER

Attest:

Mary L. Chambers
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

Gordon B. Linn
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

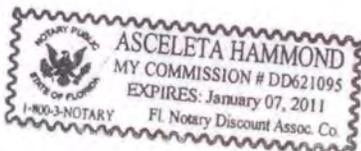
The foregoing instrument was acknowledged before me this 26th day of January, 2007 by **JOHN C. RAYSON**, as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

Asceletha Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceletha Hammond

(Name of Acknowledger Typed, Printed or Stamped)

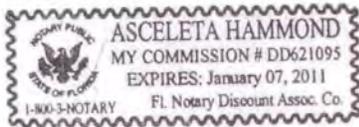


Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of January, 2007 by **C. WILLIAM HARGETT, JR.**, as City Manager 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:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of January, 2007 by **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:



Asceleta Hammond
NOTARY PUBLIC, STATE OF FLORIDA

Asceleta Hammond

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

MEB/ds
12/6/06
L:agr/utility/2007-326

Appendix F

Town of Lauderdale By-The-Sea Water Supply Facilities Work Plan Draft



TOWN OF LAUDERDALE-BY-THE-SEA
WATER SUPPLY FACILITIES WORK PLAN (DRAFT)
(TO BE INSERTED HERE)

Appendix G

City of Lighthouse Point Water Supply Facilities Work Plan Draft



CITY OF LIGHTHOUSE POINT
WATER SUPPLY FACILITIES WORK PLAN (DRAFT)
(TO BE INSERTED HERE)

Meeting Date: 1/27/2015

Agenda Item 22

REQUESTED COMMISSION ACTION:

Consent	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA ADOPTING A COMPREHENSIVE PLAN, TEXT AMENDMENT TO AMEND THE POTABLE WATER SUB-ELEMENT, THE FUTURE LAND USE ELEMENT, AND THE CONSERVATION ELEMENT; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON OCTOBER 22, 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:

Staff is proposing text amendments to the Comprehensive Plan to address the state requirements for local governments to adopt updated Water Supply Facility Work Plans into their comprehensive plans within 18 months after the regional water supply plan is updated (Chapter 163, Part II, Florida Statutes).

The revisions affect the Potable Water Sub-Element, Future Land use Element and the Conservation Element as follows:

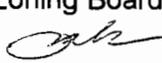
- The Potable Water Sub-Element includes updates in the Consumptive Use Permit-review period, Water Facility Demand, Water Supply Plan date, climate change language, and miscellaneous verbiage corrections;
- The Future Land Use Plan Amendment has an additional Policy added for consistency; and
- The Conservation Element has deletions of two Drainage Element Policies, and miscellaneous verbiage corrections.

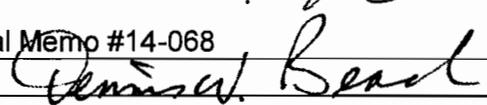
The Planning & Zoning unanimously recommended approval of these to the City's Comprehensive Plan. This is a companion item with the Ten Year Water Supply Plan also on this agenda.

- (1) Origin of request for this action: City of Pompano Beach
- (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	<u>10/13/14</u>	<u>Approval</u>	<u>Memo# 14-462</u> 
City Attorney	<u>10/28/14</u>		<u>CAG# 2015-173</u> 
Utilities	<u>1/14/15</u>	<u>Approval</u>	

Planning and Zoning Board

City Manager 

Approval Memo #14-068


ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>
<u>Workshop</u>		
1 st Reading	1 st Reading	Results:
_____	_____	_____
2 nd Reading		Results:
_____	_____	_____



City Attorney's Communication #2015-133

October 28, 2014

TO: Maggie Barszewski, AICP, Planner

FROM: Gordon B. Linn, City Attorney

RE: Ordinance to Amend the Text of Three Comprehensive Plan Elements to Address State Requirements to Incorporate Compatibility with the Updated Water Facility Work Plan

As requested in your memorandum to me of October 24, 2014, Development Services Memorandum No. 14-483, I have reviewed the Ordinance adopting a Comprehensive Plan Text Amendment 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/zoning/2015-133

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, TEXT AMENDMENT TO AMEND THE POTABLE WATER SUB-ELEMENT, THE FUTURE LAND USE ELEMENT, AND THE CONSERVATION ELEMENT; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON OCTOBER 22, 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 October 22, 2014 on the proposed amendment to the Future Land Use Element of the adopted City of Pompano Beach Comprehensive Plan, and subsequently recommended approval to the City Commission; and

WHEREAS, said amendment proposes to change the text of the Potable Water Sub-Element, the Future Land Use Element, and the Conservation Element of the Comprehensive Plan to address the Chapter 163, FS requirement to adopt the updated the Water Supply Facility Work Plan into the Comprehensive Plan by amending the affected Elements as shown in Exhibit A.

WHEREAS, pursuant to Ch. 163.3184(3), Florida Statutes the City Commission held at least one duly noticed public hearing on the proposed amendment to the Future Land Use Element 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 October 22, 2014 by the Local Planning Agency in compliance with Section 163, Florida Statutes, to consider the referenced Future Land Use Element Text Amendment.

SECTION 3: That the City Commission hereby approves and adopts the proposed amendment to change the text of the Future Land Use Element of the Comprehensive Plan by amending the affected Elements as shown in Exhibit A.

SECTION 4: That the City Clerk is directed to transmit a certified copy of this Ordinance to the Department of Community Affairs and required State Agencies for review under the Alternative Review 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 Element for the Planning Council to recertify the City Future Land Use Element.

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 27th DAY OF JANUARY, 2015.

PASSED SECOND READING THIS _____ DAY OF _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS
CITY CLERK

Exhibit A

Proposed Amendments To the Pompano Beach Comprehensive Plan Potable Water Sub-Element Future Land Use Element & the Conservation Element

Proposed text amendments to the Pompano Beach Comprehensive Plan's Potable Water Sub-Element, Future Land Use Element and the Conservation Element to comply with Section 163.3177, Florida Statutes, and to reflect the updates identified in the 2014 Water Supply Facilities Plan.

Note: underlined words are proposed additions, strikethroughs are proposed deletions.

POTABLE WATER SUB-ELEMENT
GOALS, OBJECTIVES AND POLICIES

Goal 1: Provide safe, reliable, cost effective potable water to all residents and business within the City's water utility service areas and make capital improvements necessary to maintain or improve potable water services.

Objective 1: Health & Safety

The City shall ensure the provision of a safe and sanitary supply of potable water to customers in its service area through good operating practices.

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Total	50.00 million gallons per day in Design Capacity <u>12.42</u> 16.23 million gallons per day in Current Demand
Broward County	
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Note: All demand figures are for 2013~~07~~

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- Policy 9: Rates for potable water usage shall include adequate funding for capital improvements.

Objective 5: Water Reuse

The existing water reuse facility will reduce consumption of potable water supplies for non potable water purposes, thereby conserving limited supplies of potable water.

- Policy 1: Water reuse practices in the aquifer recharge areas will assist in the replenishment of the aquifer and halt the westward flow of the saltwater intrusion line.
- Policy 2: Continue to provide reuse water at a rate lower than potable water rate.
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The City shall pursue alternative sources of raw water supply/treatment such as utilization of the Floridian Aquifer through reverse osmosis and to supplement the existing water reuse system.

- Policy 1: The City shall pursue alternative water supply sources as recommended in the Water Master Plan based on need.
- Policy 2: Develop Alternative Water Supplies, such as Reuse or Floridian aquifer wells, to satisfy projected water demands, which cannot be met through increased allocations in the Consumptive Use Permit.

Policy 3: Develop partnerships with other utilities, in order to minimize cost increases, investigating other alternative water supplies such as the use of the reuse water, stormwater reservoirs and stormwater recharge.

Policy 4: Continue exploring the water storage capabilities of the C-51 storage facility

Objective 7: Conservation

Conserve potable water resources through a proactive water conservation program

Policy 1: Maintain existing water surcharge fee which is levied during times of water shortages.

Policy 2: Current and future raw water withdrawals shall comply with the requirements of the SFWMD consumptive use permit

Policy 3: For all new building permits, water conserving fixtures shall be required.

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Policy 10: Adopt and enforce a year-round irrigation program as referenced in the City of Pompano Beach 10 year Water Supply Plan

Objective 8: Aquifer Resource and Protection

The city shall operate the potable water system and water reuse system in a manner that treats the Biscayne Aquifer as a renewable resource and protects it from depletion.

- Policy 1: The City shall adhere to the restrictions of the Wellfield Protection Ordinance.
- Policy 2: The City shall adhere to the restrictions of the Consumptive Use Permit.
- Policy 3: Protect the integrity of the two wellfields by designating wellfield sites with a suitable land use designation which restricts inappropriate development.
- Policy 4: Protect the integrity of the two wellfields by City ownership of the wellfield sites or restrictive easements on the wellfield sites and water lines from the wells.
- Policy 5: Continue to monitor saltwater intrusion near eastern wells so that wells remain usable and that timely action to save the wells can be taken
- Policy 6: Prevent saltwater intrusion into eastern wellfield site by adding reuse water to prevent western movement of the saltwater intrusion line wellfield.
- Policy 7: Follow recommended practices and make improvements to the wells in the eastern and western wellfields as recommended in the Water Master Plan as necessary to maintain capacity and water quality.
- Policy 8: Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no ~~noxious~~harmful impacts to the Biscayne Aquifer.

Objective 9: Maintenance Procedures

Follow recommended maintenance industry standards and construct required improvements to assure proper operating capabilities as recommended in the Water Master Plan

- Policy 1: Maintain Water Treatment Plant Facility and Equipment such that Facility meets all regulatory requirements and that said equipment and facility are maintained and improved as needed.
- Policy 2: A proper preventative maintenance program effectively requires 80-90% of maintenance time, while emergency maintenance occupies only 10-20% of all maintenance hours (AWWA Manual 5).
- Policy 3: Plant chemicals are handled such that all safety requirements are met in order to prevent accidents resulting in injury, loss of life, disruption of service or costs due to environmental remediation or liability.

Intergovernmental Coordination

New Policy:

To ensure coordination of the Comprehensive Plan with the Lower East Coast Water Supply Plan Update, approved by the South Florida Water Management District on ~~February 15, 2007~~, September 12, 2013 and prepare updates to Water Supply Plan within 18 months of any future updates to the LEC as approved by the South Florida Water Management District.

Land Use

New Policy:

Require that all future land use map amendments ensure the availability of potable water supplies and water supply facilities, and reuse where available.

Conservation

New Policy:

Protect and conserve the water resources of the Biscayne Aquifer by reducing per capita demand for potable water and developing alternative water supplies, primarily reuse water.

Goal 2: Incorporate the best available data and science, into its policy and planning decisions for infrastructure, (recognizing the uncertainty associated with long range climate change predictions).

Objective 1: Southeast Florida Regional Climate Change Compact Ratification

Policy 1: The City shall adopt the southeast Florida Regional Climate Change Compact Agreed Modified Guidance developed by the U.S. Army Corps as a starting point for climate change action.

Objective 2: Ensure Resiliency

The City shall ensure resiliency of existing and future water resources, water and wastewater infrastructure to the predicted impacts of climate impacts for the protection of water quality, flood damage and water shortages.

Policy 1: Identify public water infrastructure at risk from sea level rise and other climate change related impacts and provide periodic updated assessments no later than every five years.

Policy 2: Provide for increase assessments needed for projected water and wastewater management as changing land use patterns occur under the potential impacts of climate change.

Policy 3: Protect existing well fields, surface storage facilities, control structures, water and wastewater treatment plants and transmission infrastructure from increased coastal flooding, sea level rise, saltwater intrusion, and other potential future climate change impacts, and plan for infrastructure replacement and relocation as needed.

Policy 4: Continue to enforce mandatory reuse zones for commercial and multifamily property irrigation when reuse water is available.

Policy 5: Continue to support a comprehensive saltwater intrusion monitoring program, together with the South Florida Water Management District and the United States Geological Survey that provides measurable movement of the saltwater intrusion line.

Policy 6: Improve resilience to coastal and inland flooding, salt water intrusion, and other related impacts of climate change and sea level rise through the Comprehensive Plan Amendments and related Elements, the Ten Year Water Supply Facility Work Plan, and the Water and Reuse Master Plans.

Objective 3: Intergovernmental Coordination

The City shall create and maintain effective intergovernmental coordination and ongoing communication that supports sustainable water supplies and resource protection while maintaining climate change preparedness.

Policy 1: Collaborate with local, regional, state and federal partner agencies on developing the scientific, technical knowledge and integrated modeling efforts and continuous data collection needed to understand the potential impacts of climate change on the region's water resources.

LAND USE ELEMENT

GOALS, OBJECTIVES AND POLICIES

Goal

- 01.00.00 The attainment of a living environment which provides the maximum physical, economic and social wellbeing 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.

Objective Levels of Service

- 01.01.00 Annually review and periodically update Level of Service requirements availability of facilities and services.

Policies

- 01.01.01 Adopt and maintain community services based on the Level of Service Standards contained in the various Elements of the City's Comprehensive Plan.
- 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.
- 01.01.03 Phase development concurrent with the availability or phasing of infrastructure, potable water, traffic and drainage capacity.
- 01.01.04 Maintain public and private recreation and open space facilities at a level of five (5) acres for each 1,000 residents.
- 01.01.05 Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.

- 01.01.06 All site plan applications shall provide pedestrian facilities, such as but not limited to sidewalks and street trees (where not in conflict with underground utilities and permitted by City Engineer)
- 01.01.07 All site plan applications shall identify existing facilities and provide, where deficient, transit improvements, such as but not limited to bus shelters, benches, hardened surface for loading and unloading, garbage cans, bicycle racks and appropriate pedestrian connections along bus route, subject to coordination with Broward County Mass Transit.
- 01.01.08 Those facilities which are subject to concurrency requirements include: traffic circulation/transit, parks and recreation, drainage and flood protection, potable water, solid waste, sanitary sewer facilities and public schools.
- 01.01.09 To ensure the adequate provision of public services and facilities, the City shall take into consideration the tourist population and the seasonal demands placed upon the City's infrastructure.
- 01.01.10 The City shall utilize the highway capacity methodology endorsed by the Broward County Metropolitan Planning Organization and approved by the Broward County Board of County Commissioners to determine the capacities and levels of service on the regional roadway network.
- 01.01.11 Require that all future land use map amendments ensure the availability of potable water supplies and water supply facilities, and reuse where available.

Objective Natural Resources & Historic Preservation

01.06.00 Protect natural resources and historic properties in all land use considerations.

**

~~01.06.05 Create a new Conservation Land Use Plan map designation by 2010.~~

01.06.056 Require permits for new development/redevelopment to protect native vegetation and require the removal of exotic vegetation species.

01.06.067 Enforce the procedures for compliance with the County Wellfield Protection Ordinance in areas of the City that fall within Zone 3 as depicted on the natural resource map series, at all levels of development, including Land Use Plan Amendments and Site Plans.

01.06.078 Review all proposals for development with consideration to the Natural Resource Map Series and discourage activities which would have a detrimental impact on significant natural resource areas which may or may not be designated by Broward County as Local Areas of Particular Concern.

01.06.089 Require all development on the barrier island lying partially on or seaward of the Coastal Construction Control line to comply with the provisions as set forth in Chapter 161 Florida Statutes.

01.06.099 Protect the integrity of the two wellfields by designating wellfield sites with a suitable land use designation which restricts inappropriate development.

01.06.1011 Protect the integrity of the two wellfields by City ownership of the wellfield sites or restrictive easements on the wellfield sites and water lines from the wells.

01.06.1112 Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no noxious impacts to the Biscayne Aquifer.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES

Goal

- 09.00.00 To protect, enhance and effectively manage the natural resources of the City in order to achieve a high environmental quality including factors that affect energy conservation.

Objective

- 09.03.00 The quality and quantity of the City's groundwater resources shall be maintained and, where possible, enhanced.

Policies

- 09.03.01 The City shall make certain that all development within a production "wellfield cone of influence" complies with the County Wellfield Ordinance.
- 09.03.02 The western wellfield production quantity and quality shall be monitored particularly because of the increasing reliance on that wellfield.
- 09.03.03 City policies shall promote water conservation and, wherever possible, the re-use of water where the quality requirements permit.
- 09.03.04 The City shall keep current the emergency water conservation plan.
- 09.03.05 The City shall make certain that all unused wells are capped (per County and SFWMD regulations) to avoid pollution.
- 09.03.06 The City shall explore the possibility of ~~providing~~servicing alternative sources of water.
- 09.03.07 The City shall, within its jurisdiction, enforce the graduated detailed and specific water reductions set forth by the South Florida Water Management District during times of water shortage.
- ~~09.03.08 The City will adopt and enforce stormwater discharge water quality standards as established by Broward County, specifically Article V, Chapter 27 of the Broward County Code of Ordinances, and as specified in the National Pollution Discharge Elimination System (NPDES) permit.~~

~~09.03.09 The City shall implement the permit regulations contained within the National Pollution Discharge Elimination System (NPDES) permit when issued by the EPA and provide adequate funding.~~

09.03.810 The City shall continue its water reuse program to combat saltwater intrusion.

09.03.911 Protect and conserve the water resources of the Biscayne Aquifer by reducing per capita demand for potable water and developing alternative water supplies, primarily reuse water.

**PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY
MEMORANDUM #14-068**

DATE: October 28, 2014
TO: City Commission
FROM: Planning and Zoning Board/ Local Planning Agency
SUBJECT: Text Amendment
Proposed Text Amendments to the Potable Water Sub-Element, Future Land Use
Element and the Conservation Element

At the meeting of the Planning and Zoning Board/ Local Planning Agency held on October 22, 2014, the Board considered several revisions to the Potable Water Sub-Element, Future Land Use Element and the Conservation Element of the Comprehensive Plan as set forth in the Department of Development Services Administrative Report 14-462.

The proposed text amendments to the Comprehensive Plan are to address the state requirements for local governments to adopt updated Water Supply Facility Work Plans into their comprehensive plans within 18 months after the regional water supply plan is updated (Chapter 163, Part II, Florida Statutes).

It is the unanimous recommendation of the Board that the text amendment be approved.



Jim Beeson
Chairman
Planning and Zoning Board/ Local Planning Agency



MEMORANDUM

Development Services

ADMINISTRATIVE MEMORANDUM NO. 14-462

DATE: October 13, 2014
TO: Planning and Zoning Board
VIA: Robin M. Bird, Director of Development Services *MB*
FROM: Maggie Barszewski, AICP, Planner *MB*
RE: Proposed Text Amendments to the Potable Water Sub-Element, Future Land Use Element and the Conservation Element

October 22, 2014 Meeting

Staff is proposing text amendments to the Comprehensive Plan to address the state requirements for local governments to adopt updated Water Supply Facility Work Plans into their comprehensive plans within 18 months after the regional water supply plan is updated (Chapter 163, Part II, Florida Statutes). The revisions affect the Potable Water Sub-Element, Future Land use Element and the Conservation Element as follows:

- The Potable Water Sub-Element has updates in the Consumptive Use Permit review period, Water Facility Demand, water Supply Plan date, climate change language, and miscellaneous verbiage corrections;
- The Future Land Use Plan Amendment has an additional Policy added for consistency; and
- The Conservation Element has deletions of two Drainage Element Policies, and miscellaneous verbiage corrections.

Staff is requesting the Board approve these recommended changes to the City Commission for adoption.

G:\Zoning 2009\Comprehensive Plan Text Amendments\Comp Plan Update for Water Supply Elements 2014\Memo_P&Z.doc

**Proposed Amendments
to the Pompano Beach Comprehensive Plan
for all Potable Water-related Elements Affected by the
10-Year Water Supply Plan Update**

These amendments address the state requirements for local governments to adopt updated Water Supply Facility Work Plans into their comprehensive plans within 18 months after the regional water supply plan is updated (Chapter 163, Part II, Florida Statutes). The 2013 Lower East Coast (LEC) Water Supply Plan (LECWSP) was adopted by the South Florida Water Management District's (SFWMD) Governing Board on September 12, 2013. Subsequently, LEC region local governments are required to adopt Water Supply Facility Work Plan updates and related goals, objectives and policies in their comprehensive plans by March 12, 2015.

Proposed Amendments
To the Pompano Beach Comprehensive Plan
Potable Water Sub-Element
Future Land Use Element & the
Conservation Element

Proposed text amendments to the Pompano Beach Comprehensive Plan's Potable Water Sub-Element, Future Land Use Element and the Conservation Element to comply with Section 163.3177, Florida Statutes, and to reflect the updates identified in the 2014 Water Supply Facilities Plan.

Note: underlined words are proposed additions, strikethroughs are proposed deletions.

POTABLE WATER SUB-ELEMENT
GOALS, OBJECTIVES AND POLICIES

Goal 1: Provide safe, reliable, cost effective potable water to all residents and business within the City's water utility service areas and make capital improvements necessary to maintain or improve potable water services.

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Policy 10: Adopt and enforce a year-round irrigation program as referenced in the City of Pompano Beach 10 year Water Supply Plan

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The city shall operate the potable water system and water reuse system in a manner that treats the Biscayne Aquifer as a renewable resource and protects it from depletion.

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- Policy 3: Protect the integrity of the two wellfields by designating wellfield sites with a suitable land use designation which restricts inappropriate development.
- Policy 4: Protect the integrity of the two wellfields by City ownership of the wellfield sites or restrictive easements on the wellfield sites and water lines from the wells.
- Policy 5: Continue to monitor saltwater intrusion near eastern wells so that wells remain usable and that timely action to save the wells can be taken
- Policy 6: Prevent saltwater intrusion into eastern wellfield site by adding reuse water to prevent western movement of the saltwater intrusion line wellfield.
- Policy 7: Follow recommended practices and make improvements to the wells in the eastern and western wellfields as recommended in the Water Master Plan as necessary to maintain capacity and water quality.
- Policy 8: Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no ~~noxious~~harmful impacts to the Biscayne Aquifer.

Objective 9: Maintenance Procedures

Follow recommended maintenance industry standards and construct required improvements to assure proper operating capabilities as recommended in the Water Master Plan

- Policy 1: Maintain Water Treatment Plant Facility and Equipment such that Facility meets all regulatory requirements and that said equipment and facility are maintained and improved as needed.
- Policy 2: A proper preventative maintenance program effectively requires 80-90% of maintenance time, while emergency maintenance occupies only 10-20% of all maintenance hours (AWWA Manual 5).
- Policy 3: Plant chemicals are handled such that all safety requirements are met in order to prevent accidents resulting in injury, loss of life. disruption of service or costs due to environmental remediation or liability.

Intergovernmental Coordination

New Policy:

To ensure coordination of the Comprehensive Plan with the Lower East Coast Water Supply Plan Update, approved by the South Florida Water Management District on ~~February 15, 2007~~, September 12, 2013 and prepare updates to Water Supply Plan within 18 months of any future updates to the LEC as approved by the South Florida Water Management District.

Land Use

New Policy:

Require that all future land use map amendments ensure the availability of potable water supplies and water supply facilities, and reuse where available.

Conservation

New Policy:

Protect and conserve the water resources of the Biscayne Aquifer by reducing per capita demand for potable water and developing alternative water supplies, primarily reuse water.

Goal 2: Incorporate the best available data and science, into its policy and planning decisions for infrastructure, (recognizing the uncertainty associated with long range climate change predictions).

Objective 1: Southeast Florida Regional Climate Change Compact Ratification

Policy 1: The City shall adopt the southeast Florida Regional Climate Change Compact Agreed Modified Guidance developed by the U.S. Army Corps as a starting point for climate change action.

Objective 2: Ensure Resiliency

The City shall ensure resiliency of existing and future water resources, water and wastewater infrastructure to the predicted impacts of climate impacts for the protection of water quality, flood damage and water shortages.

Policy 1: Identify public water infrastructure at risk from sea level rise and other climate change related impacts and provide periodic updated assessments no later than every five years.

Policy 2: Provide for increase assessments needed for projected water and wastewater management as changing land use patterns occur under the potential impacts of climate change.

Policy 3: Protect existing well fields, surface storage facilities, control structures, water and wastewater treatment plants and transmission infrastructure from increased coastal flooding, sea level rise, saltwater intrusion, and other potential future climate change impacts, and plan for infrastructure replacement and relocation as needed.

Policy 4: Continue to enforce mandatory reuse zones for commercial and multifamily property irrigation when reuse water is available.

Policy 5: Continue to support a comprehensive saltwater intrusion monitoring program, together with the South Florida Water Management District and the United States Geological Survey that provides measurable movement of the saltwater intrusion line.

Policy 6: Improve resilience to coastal and inland flooding, salt water intrusion, and other related impacts of climate change and sea level rise through the Comprehensive Plan Amendments and related Elements, the Ten Year Water Supply Facility Work Plan, and the Water and Reuse Master Plans.

Objective 3: Intergovernmental Coordination

The City shall create and maintain effective intergovernmental coordination and ongoing communication that supports sustainable water supplies and resource protection while maintaining climate change preparedness.

Policy 1: Collaborate with local, regional, state and federal partner agencies on developing the scientific, technical knowledge and integrated modeling efforts and continuous data collection needed to understand the potential impacts of climate change on the region's water resources.

LAND USE ELEMENT

GOALS, OBJECTIVES AND POLICIES

Goal

- 01.00.00 The attainment of a living environment which provides the maximum physical, economic and social wellbeing 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.

Objective Levels of Service

- 01.01.00 Annually review and periodically update Level of Service requirements availability of facilities and services.

Policies

- 01.01.01 Adopt and maintain community services based on the Level of Service Standards contained in the various Elements of the City's Comprehensive Plan.
- 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.
- 01.01.03 Phase development concurrent with the availability or phasing of infrastructure, potable water, traffic and drainage capacity.
- 01.01.04 Maintain public and private recreation and open space facilities at a level of five (5) acres for each 1,000 residents.
- 01.01.05 Review proposals for new development to identify the cumulative impacts of the proposed development on public services and facilities.

- 01.01.06 All site plan applications shall provide pedestrian facilities, such as but not limited to sidewalks and street trees (where not in conflict with underground utilities and permitted by City Engineer)
- 01.01.07 All site plan applications shall identify existing facilities and provide, where deficient, transit improvements, such as but not limited to bus shelters, benches, hardened surface for loading and unloading, garbage cans, bicycle racks and appropriate pedestrian connections along bus route, subject to coordination with Broward County Mass Transit.
- 01.01.08 Those facilities which are subject to concurrency requirements include: traffic circulation/transit, parks and recreation, drainage and flood protection, potable water, solid waste, sanitary sewer facilities and public schools.
- 01.01.09 To ensure the adequate provision of public services and facilities, the City shall take into consideration the tourist population and the seasonal demands placed upon the City's infrastructure.
- 01.01.10 The City shall utilize the highway capacity methodology endorsed by the Broward County Metropolitan Planning Organization and approved by the Broward County Board of County Commissioners to determine the capacities and levels of service on the regional roadway network.
- 01.01.11 Require that all future land use map amendments ensure the availability of potable water supplies and water supply facilities, and reuse where available.

Objective Natural Resources & Historic Preservation

- 01.06.00 Protect natural resources and historic properties in all land use considerations.

**

- ~~01.06.05 Create a new Conservation Land Use Plan map designation by 2010.~~

- 01.06.056 Require permits for new development/redevelopment to protect native vegetation and require the removal of exotic vegetation species.
- 01.06.067 Enforce the procedures for compliance with the County Wellfield Protection Ordinance in areas of the City that fall within Zone 3 as depicted on the natural resource map series, at all levels of development, including Land Use Plan Amendments and Site Plans.
- 01.06.078 Review all proposals for development with consideration to the Natural Resource Map Series and discourage activities which would have a detrimental impact on significant natural resource areas which may or may not be designated by Broward County as Local Areas of Particular Concern.
- 01.06.089 Require all development on the barrier island lying partially on or seaward of the Coastal Construction Control line to comply with the provisions as set forth in Chapter 161 Florida Statutes.
- 01.06.090 Protect the integrity of the two wellfields by designating wellfield sites with a suitable land use designation which restricts inappropriate development.
- 01.06.1011 Protect the integrity of the two wellfields by City ownership of the wellfield sites or restrictive easements on the wellfield sites and water lines from the wells.
- 01.06.1112 Review all land use plan map amendments, rezonings and site plan applications to insure that there is sufficient potable water resources available and that they pose no noxious impacts to the Biscayne Aquifer.

CONSERVATION ELEMENT

GOALS, OBJECTIVES AND POLICIES

Goal

09.00.00 To protect, enhance and effectively manage the natural resources of the City in order to achieve a high environmental quality including factors that affect energy conservation.

Objective

09.03.00 The quality and quantity of the City's groundwater resources shall be maintained and, where possible, enhanced.

Policies

09.03.01 The City shall make certain that all development within a production "wellfield cone of influence" complies with the County Wellfield Ordinance.

09.03.02 The western wellfield production quantity and quality shall be monitored particularly because of the increasing reliance on that wellfield.

09.03.03 City policies shall promote water conservation and, wherever possible, the re-use of water where the quality requirements permit.

09.03.04 The City shall keep current the emergency water conservation plan.

09.03.05 The City shall make certain that all unused wells are capped (per County and SFWMD regulations) to avoid pollution.

09.03.06 The City shall explore the possibility of ~~providing~~^{servicing} alternative sources of water.

09.03.07 The City shall, within its jurisdiction, enforce the graduated detailed and specific water reductions set forth by the South Florida Water Management District during times of water shortage.

~~09.03.08 The City will adopt and enforce stormwater discharge water quality standards as established by Broward County, specifically Article V, Chapter 27 of the Broward County Code of Ordinances, and as specified in the National Pollution Discharge Elimination System (NPDES) permit.~~

~~09.03.09 The City shall implement the permit regulations contained within the National Pollution Discharge Elimination System (NPDES) permit when issued by the EPA and provide adequate funding.~~

09.03.810 The City shall continue its water reuse program to combat saltwater intrusion.

09.03.911 Protect and conserve the water resources of the Biscayne Aquifer by reducing per capita demand for potable water and developing alternative water supplies, primarily reuse water.

* * *

Meeting Date:

Agenda Item

January 27, 2015

23

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:

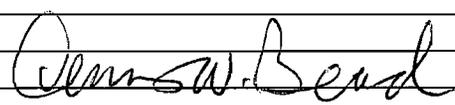
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 30, "CITY COMMISSION," OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 30.02, "MEETINGS," TO ESTABLISH THE TIME OF DAY WHEN REGULAR MEETINGS SHALL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING AN 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
<u>City Attorney</u>	<u>1/2/15</u>	_____	<u>See City Attorney's Comm. #2015-394</u> 
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



 X City Manager



ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1 st Reading <u>1/27/15</u>	1 st Reading _____	Results: _____	Results: _____
2 nd Reading <u>1/13/15</u>	_____	_____	_____
Adopted _____	_____	_____	_____



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 27, 2015

Agenda Item 24

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop Initiative

SHORT TITLE OR MOTION: AN ORDINANCE AMENDING CHAPTER 100, "STREETS AND SIDEWALKS," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 100.21 "PERMITS; FEES," TO SPECIFY PERMIT REQUIREMENTS AND EXPIRATION FOR IMPROVEMENTS CONSTRUCTED ON PUBLIC PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (NO COST)

Summary of Purpose and Why: The City of Pompano Beach Code does not currently provide for the expiration of permits for work in the Rights of Way, this has resulted in work not being completed leading to unsightly and unsafe conditions. Adding the provision will make this section conform to the other permits.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert McCaughan/ Alessandra Delfico Ext 4507/4414
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: _____

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
<u>Engineering</u>	<u>12/22/14</u>	<u>APPROVE</u>	<u>Alessandra Delfico</u>
<u>Public Works</u>	<u>12/23/14</u>	<u>APPROVE</u>	<u>Robert McCaughan</u>
<u>City Attorney</u>	<u>12/23/14</u>	<u>[Signature]</u>	

Advisory Board
 Development Services Director
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

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



City Attorney's Communication #2015-365
December 19, 2014

TO: Alessandra Delfico, P.E., City Engineer
FROM: Fawn Powers, Assistant City Attorney
RE: Ordinance Amending Chapter 100- Section 100.21 "Permits; Fees

Pursuant to your request I have prepared and attached the following captioned ordinance:

AN ORDINANCE AMENDING CHAPTER 100, "STREETS AND SIDEWALKS," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 100.21, "PERMITS; FEES," TO SPECIFY PERMIT REQUIREMENTS AND EXPIRATION FOR IMPROVEMENTS CONSTRUCTED ON PUBLIC PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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

FAWN POWERS

FP/ds
l:cor/engr/2015-365
Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE AMENDING CHAPTER 100, "STREETS AND SIDEWALKS," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 100.21, "PERMITS; FEES," TO SPECIFY PERMIT REQUIREMENTS AND EXPIRATION FOR IMPROVEMENTS CONSTRUCTED ON PUBLIC PROPERTY; 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 100.21, "Permits; Fees," of Chapter 100, "Streets and Sidewalks," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 100.21 PERMITS; FEES.

...

(D) The application for a permit prescribed by (A) above shall:

(1) describe the work to be done and include detailed cost information on the value of the proposed work and the manner in which it is to be done;

(2) conform with the requirements listed herein and all other requirements of applicable technical codes, administrative rules, and federal, state and local laws; and

(3) be accompanied by detailed plans and specifications for the structure or placement of materials at the proposed site which are prepared by an engineer licensed in the State of Florida together with a site plan or survey showing the location of the proposed structure or materials in conjunction with adjoining land or water, as applicable.

(E) Time limitation. Permits shall expire and become null and void if the work authorized by the permit is not commenced within 180 days from the issuance date of the permit, or if such work is commenced and is abandoned or suspended for a period of 90 days. If work has commenced, and the permit becomes null and void or expires because of abandonment or a lack of progress, a new permit for the proposed work shall be obtained before proceeding with the work. If the work covered by the permit has not commenced, or has commenced and been suspended or abandoned, the City Engineer may extend such permit for a single period of 180 days from the date of expiration of the original permit, if request for extension is made prior to the expiration date of the original permit. No permit shall remain valid for a period in excess of two years.

SECTION 2. 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 3. 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

FP/ds

12/19/14

l:ord/ch100/2015-151f



GORDON B. LINN

City Attorney

Board Certified - City, County and Local Government

MARK E. BERMAN
Assistant City Attorney

FAWN POWERS
Assistant City Attorney

TRACY A. LYONS
Assistant City Attorney



Phone: 954-786-4614

City of Pompano Beach, Florida

Fax: 954-786-4617

City Attorney's Communication #2015-343

December 19, 2014

VIA CERTIFIED MAIL – R.R.R.
7001 0320 0004 1260 8176

Ken Detzner, Secretary of State
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399

Dear Mr. Detzner:

Pursuant to Section 337.401 (3) (c) (3) (d), Florida Statutes (2014), a copy of the enclosed proposed Ordinance, "Permits; Fees," for the City of Pompano Beach, is hereby provided to you in compliance with the aforesaid Statute.

Very truly yours,

FAWN POWERS
Assistant City Attorney

l:cor/2015-343
Enclosure

cc: Alessandra Delfico, City Engineer:



**Pompano Beach
Fire Rescue**

**FIRE ADMINISTRATION
MEMO # 15-A027**

To: John Jurgle, Fire Chief
From: Michael Hohl, EMS Division Chief *MH*
Date: 12/15/14
Re: Ordinance/Agreement for Dr. Farrell, Medical Director

Michael Farrell, M.D., has been the Medical Director of Pompano Beach Fire Rescue EMS for the past 24 years. As you know, fire rescue has provided emergency paramedic services to the community since 1974. Florida statutes require that all licensed Advanced Life Support EMS providers must contract with a certified Emergency Specialty Physician to oversee all medical aspects of the system. In the fire department, we believe that through Dr. Farrell, we have the best medical direction in the state of Florida. Our current agreement with Dr. Farrell covered a three year period, which expires on January 26, 2015. Having a three year agreement has proven to be cost effective, as it has saved administrative time and valuable Commission Agenda space. The City Attorney has advised that any agreements that extend beyond two years must follow an advertised ordinance process. Subsequently, I am proposing another three year Ordinance Agreement between the City and Dr. Farrell that will last until January 26, 2018.

The Medical Director's job in Pompano Beach requires a great deal of responsibility, legal malpractice risk, and time. Dr. Farrell has met these issues with energy and complete commitment. While so many other medical directors are directors in name only, Michael Farrell takes a hands-on approach to his job and actively provides training, counseling, quality oversight, and actual riding on the rescue units. He establishes the medical protocols under which all paramedics and EMTs operate, attends all state EMS medical director meetings and conferences, and often responds to calls in Pompano Beach. Dr. Farrell is also a distinguished member of the South Florida medical community and respected emergency room physician. In over 34 years of service with fire rescue, I have never seen the quality and commitment to an EMS service like I have witnessed with Dr. Farrell. I consider it imperative to retain his services. The best EMS systems in the country are made up of 6 things: dedicated paramedics and EMTs, an excellent 911 system, proper medical protocols, excellent vehicles and medical equipment, top notch training, and an exceptional medical director. With Dr. Farrell we have all of the necessary components to maintain outstanding EMS services.

I am recommending that the existing contract/agreement with Dr. Farrell contain no changes other than the dates. The existing contract cost will remain at \$65,004.16 annually. Dr. Farrell will continue to pay his own malpractice insurance. In comparison to other medical director costs, in my opinion Dr. Farrell's contract is of greater value due to his far greater commitment of time to our organization. Please let me know if you have any questions concerning this matter.



City Attorney's Communication #2015-320

December 10, 2014

TO: Michael Hohl, Division Chief
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Gordon B. Linn, City Attorney 
RE: Ordinance – Medical Director Contract

As requested in your e-mail of December 8, 2014, I have prepared and attached the following form of 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 BETWEEN THE CITY OF POMPANO BEACH AND MICHAEL FARRELL, M.D. FOR MEDICAL CONSULTING AND ADVISORY SERVICES TO THE FIRE DEPARTMENT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Should you need further assistance please feel free to contact me.


JILL R. MESOJEDEC

/jrm
L:cor/fire/adm/2015-320

Attachments

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 MICHAEL FARRELL, M.D. FOR MEDICAL CONSULTING AND ADVISORY SERVICES TO THE FIRE DEPARTMENT; 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 Michael Farrell, M.D., for medical consulting and advisory services to the Fire Department, 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 _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
12/10/14
L:ord/2015-137

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, by and between:

CITY OF POMPANO BEACH, a Florida municipal corporation, hereinafter referred to as "CITY,"

and

MICHAEL FARRELL, M.D., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, medical rescue services are provided by the CITY for its citizens by means of its Fire Department under contract to the Pompano Beach Emergency Medical Services District; and

WHEREAS, the state of the art of delivery of advanced emergency medical rescue services by paramedics trained to the level of advanced emergency medical technicians (EMT III) requires intravenous administration of emergency resuscitative drugs and performances of sophisticated technical emergency providers; and

WHEREAS, the administration of drugs and the performance of such emergency procedures as endotracheal intubation, intravenous catheterization, electrical defibrillation, and any other invasive emergency procedure may only be performed by or under the direction of a licensed Florida physician according to the Medical Practice Act of the State of Florida; and

WHEREAS, the CITY desires to continue to provide advanced emergency medical services to its citizens by means of the Pompano Beach Fire Department pursuant to its contract with the Pompano Beach Emergency Medical Services District; and

WHEREAS, the City desires to enter into an Agreement with CONTRACTOR for medical consulting and advisory services for the Pompano Beach Fire Department;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1. **CONTRACTOR** agrees to provide the following services:

Consultant services as needed in the planning for and delivery of services to be provided by Pompano Beach Fire Rescue. These services include, but are not limited to:

- Recommendations for vehicle provision;
- Recommendation of medications to be carried on vehicles;
- Staffing and resource allocation recommendations as requested by the Fire Chief;
- Consultation, needs assessment, analysis, testing and approval of Paramedic and EMT training/recertification activities. These procedures are to be in conformance with all State and local regulations;
- Quality management/improvement activities;
- Other activities as deemed necessary by the Fire Chief.

2. For purposes of construction, all articles within this contract specifying a response by, or authority to the Fire Chief shall refer to either the Fire Chief and/or his/her designee.

3. **CONTRACTOR** hereby agrees to comply with all applicable federal, state, local laws.

4. **CONTRACTOR** agrees to comply with all requirements of the Florida Administrative Code and specifically with Chapter 64J-1 and 64J-2.

5. **CONTRACTOR** agrees to conduct review and testing sessions as needed with Fire Department EMT's and Paramedics relating to medical management of individual cases.

6. **CONTRACTOR** agrees to perform a minimum of twelve (12) hours of field observation, while participating as a crewmember on an EMS vehicle. This ride time will be divided into thirds, with one third of the time (or four hours minimum) allocated to each shift. This observation time shall include, but not be limited to:

- Observing EMT's and Paramedics performing in the field;
- Visiting fire stations to discuss issues with personnel;
- Visiting area emergency departments on behalf of Pompano Beach Fire Rescue.

7. **CONTRACTOR** shall supervise and accept responsibility for the medical performance of all paramedics and EMT's providing care on behalf of Pompano Beach Fire Rescue.

8. **CONTRACTOR** agrees to act as liaison between Pompano Beach Fire Rescue and:

- Local hospitals and emergency departments;
- Broward County Medical Association;
- Broward Regional Health Planning Council;
- Broward Community College;
- Florida Association of EMS Medical Directors;
- As otherwise required by agencies impacting Pompano Beach Fire Rescue..

9. **CONTRACTOR** will comply with and provide for the allocation of controlled substances to Pompano Beach Fire Rescue.

10. **CONTRACTOR** will coordinate and supervise (as needed) telemetry communications between Pompano Beach Fire Rescue and all area hospitals as a means of monitoring the provision of medical care.

11. **CONTRACTOR** shall be on call, available and provide continuous medical direction 24 hours per day, seven days per week for the term of the contract. This medical direction shall be by either the **CONTRACTOR** or his/her appointee. For purposes of this contract, all remuneration of appointees shall be the responsibility of the **CONTRACTOR**. All appointees will be appointed under the direction and supervision of **CONTRACTOR**. All appointees shall be either a State of Florida licensed M.D. or D.O.

12. **CONTRACTOR** shall develop (or cause to have developed) and coordinate standing medical orders (protocols) for Pompano Beach Fire Rescue. This shall also include (at a minimum) a semi-annual review and written approval of the Protocols.

13. **CONTRACTOR** shall be responsible for the implementation, evaluation and revision of a quality control/quality assurance program. This process shall include the review of at least 150 incident reports per month by **CONTRACTOR** or appointee and include a written report of the review. Additionally, **CONTRACTOR** shall monitor data collection as needed to perform both quality control as well as any research projects undertaken by the department.

- **CONTRACTOR** shall supervise the formal quality assurance program for Pompano Beach Fire Rescue in a way that complies with any standards set forth by the State of Florida Department of HRS, Division of Emergency Medical Services.
- **CONTRACTOR** shall provide quarterly meetings with EMS Administrators and **CONTRACTOR** to address risk management questions that are raised by the quality assurance program and to address any specific recommendations regarding changes to the medical protocols.

14. **CONTRACTOR** shall maintain a file in the Fire Department's administration headquarters, (EMS Division) a copy of all documentation required of a medical director in compliance with all applicable federal, state and local laws, codes and standards.

15. **CONTRACTOR** shall maintain without lapse in coverage for the duration of this contract, professional liability insurance with a minimum liability amount of Two Hundred Fifty Thousand (\$250,000) U.S. Dollars. Should such insurance become unobtainable (following execution of the agreement) or the rates for such coverage increase to a level defines as unacceptable by both the **CONTRACTOR** and **CITY**, it is understood that, subject to the termination provisions herein, the parties may elect to reopen negotiations solely for the purpose of negotiating the direct cost increase for above coverage. Contractor covenants and agrees that he will indemnify and hold harmless **CITY** and all **CITY**'s officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by **CONTRACTOR** during the performance of this agreement, whether direct or indirect, and whether any person or property to which **CITY** or any of **CITY**'s officers, agents and employees.

16. **CONTRACTOR** shall provide periodic continuing education conferences. The conferences shall involve formal continuing medical education lectures, case reviews and discussion. The conferences shall further include review of pertinent literature related to EMS. The lectures shall be provided by **CONTRACTOR** and may include lectures by local, regional

17. **CONTRACTOR** shall review and provide such services as are required to insure compliance with all of the following:

- **Narcotics Control Policy**
 - ◆ **CONTRACTOR** shall formulate and monitor a policy to cover the purchase, storage, use and accountability for narcotics/controlled substances used by Pompano Beach Fire Rescue Paramedics.

- **Infectious Disease Control Policy**
 - ◆ **CONTRACTOR** shall formulate, monitor, evaluate and update as necessary, a policy complying with all applicable laws and rules necessary to control exposure of fire rescue paramedics to infectious diseases. This policy shall cover protective measures to be taken on incidents, inoculation procedures and recommendations, record keeping, follow up care recommendations as well as storage and disposal policies for contaminated materials.

- **Patient Destination Issues**
 - ◆ **CONTRACTOR** commits to address on a professional level and in an aggressive fashion, the issues of patient destination difficulties in a manner that both optimizes patient care and minimizes risk to the **CITY** and its employees. **CONTRACTOR** further agrees to coordinate and closely monitor on an ongoing basis, issues that involve activities between the Pompano Beach Fire Rescue Department and all appropriate healthcare providers, and to report all such issues to the Fire Chief.

- **Revision and Expansion of Medical Protocols**
 - ◆ **CONTRACTOR** shall review (at least semi-annually) and revise or expand as necessary, the medical standing orders for Pompano Beach Fire Rescue, and provide for the training needs to implement such protocols.

18. **CONTRACTOR** shall provide quarterly meetings with EMS administrators and **CONTRACTOR** to address risk management questions that are raised by the quality assurance program, and to address any specific recommendations regarding changes to the medical protocols.

19. **CONTRACTOR** specifically acknowledges that the **CITY** shall be responsible for the staffing, hiring and supervision level for the Fire Rescue Department. Any and all recommendations with regard to these items will be directed to the Fire Chief or his/her designee for consideration.

20. **CONTRACTOR** specifically acknowledges that the Fire Chief shall be responsible for determining the precise number of continuing education hours required for EMS personnel and for scheduling such programs.

Article II

CITY agrees to:

21. Pompano Beach Fire Rescue shall provide administrative liaison to **CONTRACTOR** through the Fire Chief and will cooperate, to the greatest extent possible in the delivery of competent emergency medical care including the implementation of policies set forth by the **CONTRACTOR**.

22. Pay the **CONTRACTOR** Sixty Five Thousand Four and 16/100 Dollars (\$65,004.16) per annum, payable in equal monthly installments (upon receipt of a monthly invoice) for services provided pursuant to this agreement.

23. Provide any secretarial assistance required by the **CONTRACTOR** through the office of the Fire Chief.

Article III – HIPAA

24. **CONTRACTOR** shall carry out its obligations under this Addendum in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative

Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the Services provided hereunder. In conformity therewith, **CONTRACTOR** agrees that it will:

- a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
- b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
- c. To mitigate, to the extent practicable, any harmful effect that is known to **CONTRACTOR** of a use or disclosure of PHI by **CONTRACTOR** in violation of this Agreement.
- d. Report to the **CITY** any use or disclosure of PHI not provided for by this Agreement of which **CONTRACTOR** becomes aware;
- e. Ensure that any agents or subcontractors to whom **CONTRACTOR** provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to **CONTRACTOR** with respect to such PHI;
- f. Make PHI available to the **CITY** and to the individual who has a right of access as required under HIPAA within 30 days of the request by the **CITY** regarding the individual;
- g. Incorporate any amendments to PHI when notified to do so by the **CITY**;
- h. Provide an accounting of all uses or disclosures of PHI made by **CONTRACTOR** as required under the HIPAA privacy rule within sixty (60) days;
- i. Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining **CONTRACTOR**'s and the **CITY**'s compliance with HIPAA; and
- j. At the termination of the Agreement, return or destroy all PHI received from, or created or received by **CONTRACTOR** on behalf of the **CITY**, and if return is infeasible, the protections of this Agreement will extend to such PHI.

25. The specific uses and disclosures of PHI that may be made by **CONTRACTOR** on behalf of **CITY** include:

- a. Uses required for the proper management of **CONTRACTOR** acting as business associate.

b. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

26. Notwithstanding any other provisions of this Agreement, the Agreement may be terminated by the CITY if CONTRACTOR has violated a term or provision of this Agreement pertaining to CONTRACTOR's material obligations under the HIPAA privacy rule, or if CONTRACTOR engages in conduct which would, if committed by the CITY, result in a violation of the HIPAA privacy rule by the CITY.

Article IV

28. This agreement shall be in effect for a period of three (3) years from January 26, 2015. Either party may terminate this agreement upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the parties have hereunto 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 _____, 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 is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR":

Witnesses:

MICHAEL FARRELL, M.D.

Michael Stahl

By: _____

Michael Farrell, M.D.
Michael Farrell, M.D.

Jh Jurg

STATE OF FLORIDA
COUNTY OF BROWARD

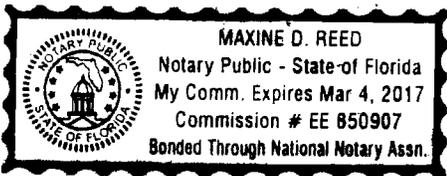
The foregoing instrument was acknowledged before me this 11 day of December, 2014, by Michael Farrell, M.D., who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Maxine D. Reed
(Name of Acknowledger Typed, Printed or Stamped)

EE 850907
Commission Number



GBL/jrm
12/10/14
l:agr/fire/2015-319

Meeting Date: January 27, 2015

Agenda Item

210

REQUESTED COMMISSION ACTION:

Consent

X

Ordinance

Resolution

Consideration/
Discussion

Presentation

SHORT TITLE

An ordinance of the City of Pompano Beach, amending Chapter 98, "Parks and Playgrounds," of the City of Pompano Beach Code of Ordinances by amending Section 98.07, "Public Event," to provide for limitation on the number and duration of public events.

Summary of Purpose and Why:

This is an amendment to the Code of Ordinances, Chapter 98, "Parks and Playgrounds," amending Section 98.07, "Public Event" to provide for limitation on the number and duration of public events. The amendment to the ordinance will provide a fair distribution and equal opportunity to organizations and individuals to host public events at city facilities.

- (1) Origin of request for this action: Staff initiated
- (2) Primary staff contact: Mark Beaudreau, Recreation Programs Adm. Ext. 4191
- (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

Parks & Recreation
City Attorney

1-15-15

1/22/15

Approve

Mark A. Beaudreau
London B. Spivey

[Signature]

X City Manager

Denise W. Beaulieu

ACTION TAKEN BY COMMISSION:

Ordinance

Resolution

Consideration

Workshop

1st Reading

1/27/15

1st Reading

Results:

Results:

2nd Reading

2/10/15



MEMORANDUM

Parks, Recreation & Cultural Arts

MEMORANDUM 15-A039

DATE: January 15, 2015
TO: Dennis W. Beach, City Manager
FROM: Mark A. Beaudreau, Recreation Programs Administrator *MB*
SUBJECT: Agenda Item Ordinance Amending Section 98.07, "Public Event"

Please place the attached ordinance amending Chapter 98, "Parks and Playgrounds" on the January 27, 2015, City Commission Agenda. The amendment is to Section 98.07, "Public Events," to provide for limitation on the number and duration of public events. The City Clerk has advertised the ordinance in the January 16 edition of the Sun Sentinel.

The amendment to the ordinance will provide a fair distribution and equal opportunity to organizations and individuals to host public events at city facilities.

If you have any questions please do not hesitate to call me at 954-786-4191.

MB/afh

cc: Scott Moore, Recreation Manager



City Attorney's Communication #2015-419
January 6, 2015

TO: Mark A. Beaudreau, Recreation Programs Administrator
Scott Moore, Recreation Manager

FROM: Mark E. Berman, Assistant City Attorney

RE: Ordinance Amending Section 98.07, "Public Event"

As requested in your memorandum dated December 29, 2014, the following captioned ordinance has been prepared and is attached:

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 98, "PARKS AND PLAYGROUNDS," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 98.07, "PUBLIC EVENT," TO PROVIDE FOR LIMITATION ON THE NUMBER AND DURATION OF PUBLIC EVENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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


MARK E. BERMAN

MEB/jrm
l:cor/recr/2015-419

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 98, "PARKS AND PLAYGROUNDS," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 98.07, "PUBLIC EVENT," TO PROVIDE FOR LIMITATION ON THE NUMBER AND DURATION OF PUBLIC EVENTS; PROVIDING FOR SEVERABILITY; AND 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 98.07, "Public Event," of Chapter 98, "Parks and Playgrounds," of the City of Pompano Beach Code of Ordinances is hereby amended to read as follows:

§ 98.07 PUBLIC EVENT.

...

(H) The application date will be deemed to be that date for which the application has been officially received, provided however, that all required documents have been submitted to and approved by the city, such as the application fee, insurance certificate, and any other requirement of the city or state, including the Department of Transportation.

(I) Number and Duration of Public Events.

(1) A total of six public events per fiscal year (October 1 – September 30) are permitted per person or organization for any city property or recreational facility, except when the city or the city's Community Redevelopment Agency are a sponsor or co-sponsor of the event.

(2) The length of any one public event, or any portion thereof, shall not exceed a maximum of ten hours within a calendar day and three consecutive calendar days, except when the city or the city's Community Redevelopment Agency are a sponsor or co-sponsor of the event.

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 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

MEB/jrm
1/14/15
l:ord/ch98/2015-157

**CITY OF POMPANO BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED of a Public Hearing before the City Commission on **Tuesday, January 27, 2015 at 7:00 p.m.**, in the City Commission Chambers of the City Hall Complex, 100 West Atlantic Boulevard, Pompano Beach, Florida, to consider the Ordinance entitled:

P.H. 2015-35: AN ORDINANCE OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 98, "PARKS AND PLAYGROUNDS," OF THE CITY OF POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 98.07, "PUBLIC EVENT," TO PROVIDE FOR LIMITATION ON THE NUMBER AND DURATION OF PUBLIC EVENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The Ordinance is available for public inspection at the City Clerk's Office, 100 West Atlantic Boulevard, Suite 253, Pompano Beach, Florida 33060. All interested persons are urged to attend the Public Hearing, send a representative, or express their views by letter.

You may either be present in person at the Public Hearing, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person, who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting, will need a record of the proceedings and for this reason, may need to ensure that a verbatim record of the proceedings is made. This record will include the testimony and evidence upon which the appeal is to be based.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 786-4611 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771.

**CITY OF POMPANO BEACH, FLORIDA
BY: MARY L. CHAMBERS, MMC, CITY CLERK**

**Published: January 16, 2015
Sun Sentinel**

Meeting Date:

Agenda Item

January 27, 2015

27

REQUESTED COMMISSION ACTION:

<u> </u> Consent	<u> </u> Ordinance	<u> </u> x Resolution	<u> </u> Consideration/ Discussion	<u> </u> Presentation
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SHORT TITLE Service Contract with Mercer Group, Inc. to conduct the City's search for a new City Attorney.

Summary of Purpose and Why:

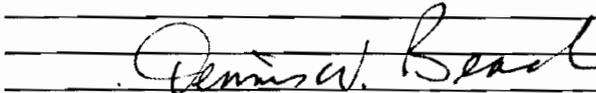
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND THE MERCER GROUP, INC.; PROVIDING AN EFFECTIVE DATE.

- (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
<u>City Attorney</u>	<u>1/20/15</u>	<u>approval</u>	<u>See City Attorney's Comm. #2015-460</u> 
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



X City Manager



ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1 st Reading	1 st Reading	Results:	Results:
_____	_____	_____	_____
2 nd Reading	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2015-460
January 20, 2015

TO: Dennis W. Beach, City Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Service Contract / The Mercer Group, Inc.

The above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution 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 SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND THE MERCER GROUP, INC.; PROVIDING AN EFFECTIVE DATE.

Please place this matter on the January 27, 2015 City Commission Agenda. 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/jrm
l:cor/manager/2015-460

Attachments

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 SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND THE MERCER GROUP, INC.; 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 Mercer Group, 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 between the City of Pompano Beach and the Mercer Group, 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
1/20/15
l:reso/2015-172

SERVICE CONTRACT

THIS AGREEMENT made and entered into this _____ day of January 2015, by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and THE MERCER GROUP, INC., a Georgia corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants and promises hereinafter contained, the CITY and the CONSULTANT do hereby covenant and agree as follows:

1. General Purpose

The CITY does hereby retain CONSULTANT, to recruit and recommend qualified candidates for the position of City Attorney, and to fulfill the duties relating to those services as described herein.

2. Representations of Consultant

CONSULTANT makes the following representations to the CITY, which the CITY relies upon in entering into this Agreement:

A. CONSULTANT is a Georgia corporation, duly organized, existing and in good standing under the laws of the State of Georgia and licensed to do business in the State of Florida with the power and authority to enter into this Agreement;

B. The execution, delivery, consummation, and performance under this Agreement will not violate or cause CONSULTANT to be in default of any provisions of its governing documents or rules and regulations or any other agreement to which CONSULTANT

is a party or constitute a default thereunder or cause acceleration of any obligation of CONSULTANT thereunder;

C. The individuals executing this Agreement and related documents on behalf of CONSULTANT are duly authorized to take such action, which action shall be, and is, binding on CONSULTANT;

D. There are no actions, suits or proceedings pending or threatened against or affecting CONSULTANT or its principals, which CONSULTANT is aware of in any Court or before or by any Federal, State, County or Municipal department, commission, board, bureau, agency or other governmental body which would have any material effect on CONSULTANT's ability to perform its obligations pursuant to this Agreement;

E. CONSULTANT represents that it has the ability, skill and resources to complete its responsibilities as required by this Agreement;

F. The standard of care for all professional services furnished by CONSULTANT and its agents under this Agreement will be the skill and care used by professions practicing under similar circumstances at the same time and in the same locality;

G. The CITY shall be entitled to rely upon the accuracy and completeness of any information, background checks and investigation supplied by the CONSULTANT or by others authorized by the CONSULTANT under this Agreement; and

H. Such further representations set forth in Consultant's proposal attached hereto as Exhibit "A."

3. Services to be Provided by Consultant

During the term of this Agreement, the CONSULTANT shall provide professional search services including identification of the desired skills, traits and experience for the position

through interviews with the City Commission; preparation of a recruitment brochure that contains a profile of both the position and the CITY; advertisement of the position; recruitment for the position; review and screening of applications; conduct interviews, reference checks and background checks of candidates selected for more in-depth review; recommend a list of final candidates; coordinate City Commission interviews with the finalists; assist the designated CITY official in negotiating an employment agreement with the selected candidate; and facilitate a session between the new City Attorney and the City Commission to establish performance goals for the City Attorney. The duties required of CONSULTANT are more specifically set forth in CONSULTANT's proposal, attached hereto. These duties shall be performed to the satisfaction of the City Commission.

4. Consultant's Guarantee

If the CITY is not satisfied with the candidates from the recommended list of finalists, the CONSULTANT will continue recruitment efforts until the CITY makes a selection, which shall occur within the term of this Agreement.

In the event that the CITY employs an individual recommended by the CONSULTANT for the position of City Attorney and that individual leaves the City Attorney position voluntarily or involuntarily for reasons other than serious illness, death or disability, within twenty-four months of the date of employment resulting from this Agreement, the CONSULTANT shall perform a search for a new City Attorney for reimbursement of incurred expenses only. No professional fees shall be charged for the search under those circumstances. This guarantee shall survive the term of this Agreement.

CONSULTANT will use its best efforts when rendering services pursuant to this Agreement.

5. Term of this Agreement

The term of this agreement shall be for one hundred and eighty (180) days, unless otherwise extended by the provisions of Paragraph 3, hereinabove, but the CONSULTANT shall strive to complete the selection process in ninety days.

6. The City's Responsibilities

The Mayor and the City Commission agree to reasonably respond to the CONSULTANT's request to schedule meetings to provide guidance or direction, review and comment on a proposed short list of candidates, select a list of finalists, and interview the finalists on a timely basis and in a professional and legal manner.

In the event that the CITY wishes to place a newspaper advertisement seeking applicants for the City Attorney position or is required to do so by the CITY's Charter or Code of Ordinances, the responsibility for the cost of such advertising shall be borne by the CITY.

The CITY agrees that the CONSULTANT does not have responsibility for any travel, entertainment or other expenses for candidates or finalists to visit the CITY and/or meet with the Mayor and City Commission.

7. Compensation to the Consultant

The CITY agrees to compensate the CONSULTANT in the amount of \$14,750.00 for professional services and incurred expenses described in Paragraph 3 of this Agreement. Payments to the CONSULTANT shall be made in accordance with the following schedule:

A. \$4,916.67 to be paid upon approval of the position profile by the City Commission;

B. \$4,916.67 to be paid upon the CITY Commission's review and acceptance of a recommended short list of candidates;

C. \$4,916.66 to be paid upon the selected candidate's acceptance of a job offer from the CITY.

8. Termination of the Agreement

A. Without Cause. Either party may terminate this agreement by giving ten (10) business days' written notice thereof to the other party. Should either party terminate this Agreement, the CITY shall only be obligated to pay the CONSULTANT for those services already provided that were satisfactorily rendered.

B. Termination for Breach. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

9. Additional Services

In the event that the CITY elects to have the CONSULTANT provide skill assessment exercises to be used in the final selection process and for the CONSULTANT to evaluate the City Attorney candidates' performance on those exercises, additional fees for those services shall be agreed upon between the CITY and the CONSULTANT.

10. Independent Contractor

It is expressly agreed that CONSULTANT in the performance of all work, services and activities under this Agreement, is and shall be an independent contractor and not an employee, agent, principal or servant of the CITY and nothing in this Agreement shall be construed to create a partnership or joint venture relationship between the CITY and CONSULTANT. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONSULTANT's sole direction, supervision and control.

CONSULTANT acknowledges that it shall have no authority to bind either the CITY or the CITY to any contractual or other obligation whatsoever.

11. Indemnification

The CONSULTANT agrees to indemnify and hold harmless and defend 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 (a) any claim, demand, judgment, decree, or cause of action of any kind or nature arising out of any error, omission, or negligent act of CONSULTANT. Its agents, servants, or employees, in the performance of services under this Agreement, (b) any breach or misconduct by the CONSULTANT of this Agreement, (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 Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of performance of this Agreement by the CONSULTANT and the CONSULTANT'S agents, employees, invitees, and all other persons, claims, suits, actions, damages or causes of action for any personal injury, loss of life or damage to property sustained by reason or as a result of the presence of the CONSULTANT and the CONSULTANT'S agents, employees, invitees, and all other persons. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and 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 Agreement without this indemnification of CITY by CONSULTANT, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges and immunities as set forth in Florida Statute 768.28.

Twenty-five (\$25.00) Dollars 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.

12. General Conditions

A. This agreement contains the entire understanding between the parties hereto with respect to the matters covered in the agreement. No other agreements, representation, warranties or other matters, oral or written, shall be deemed to bind the parties hereto with respect to the subject matter of this agreement.

B. This agreement shall be construed in accordance with the laws of the State of Florida.

C. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY, shall be mailed to: Gordon Linn, CITY Attorney, 100 West Atlantic Blvd, Pompano Beach, Florida 33060. Notices to the CONSULTANT shall be sent to W. D. Higginbotham, Jr., The Mercer Group Inc. at 9123 Cherry Trace, Seminole, Florida 33777.

D. This Agreement may not be assigned by either party without the prior written consent of the other party.

E. CONSULTANT providing services under this Agreement shall be required to record and keep complete and accurate records and accounts related to the services rendered hereunder and for any expenses for which CONSULTANT expects to be reimbursed. All such books and records shall be available at reasonable times for examination by the CITY and/or its designee and shall be kept and maintained after completion of all the services to be performed under this Agreement as required by applicable laws(s), including the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time.

13. Insurance

CONSULTANT shall not commence operations and/or labor pursuant to the terms of this Agreement until certification of proof of insurance detailing terms and provisions of coverage has been received and approved by the City of Pompano Beach Risk Manager.

Minimum insurance coverage shall be required as set forth in Exhibit "B."

IN WITNESS WHEREOF, the CITY OF POMPANO BEACH and CONSULTANT have caused this agreement to be signed and executed, in duplicate, the day and year first written above.

"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 _____, 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 is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT":

THE MERCER GROUP, INC.

a Georgia corporation

Witnesses:

Jill R. Mesojedec
Jill R. Mesojedec

Donna Samolewicz
Donna Samolewicz

By:

William D. Higginbotham, Jr.
Senior Vice President

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of January, 2015, by William D. Higginbotham, Jr. as Senior Vice President of The Mercer Group, Inc., a Georgia 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 a Florida Driver's License (type of identification) as identification.

NOTARY'S SEAL:



Jill R. Mesojedec
NOTARY PUBLIC, STATE OF FLORIDA

Jill R. Mesojedec
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

GBL/jrm
1/21/15
l:agr/2015-464

**CITY OF
POMPANO BEACH**

Executive
Search & Recruitment Services

**CITY
ATTORNEY**

January 15, 2015



The Mercer Group, Inc.

Consultants To Management

CITY of POMPANO BEACH FLORIDA

**Proposal for
Executive Search & Recruitment Services**

CITY ATTORNEY

January 15, 2015

THE MERCER GROUP, INC.

W. D. Higginbotham, Jr.

Senior Vice President

9123 Cherry Trace

Seminole, Florida 33777-1150

727-214-8673

WDHiggin@mercergroupinc.com

www.mercergroupinc.com

TABLE OF CONTENTS

<u>Section</u>	<u>Page No.</u>
i. Cover Letter	
I. FIRM INFORMATION & BACKGROUND INCLUDING SEARCH TEAM.....	1-4
II. EXPERIENCE OF FIRM.....	5-7
A. City/County Attorney Searches.....	5
B. References.....	6-7
III. SERVICES, TIMELINE, AND FEES.....	8-18
A. Project Understanding and Approach.....	8
B. Work Plan.....	9-12
C. Equal Employment Opportunity Statement.....	12
D. Timeline.....	13
E. Cost Proposal	14
F. Additional Activities.....	15
G. Proposal Acceptance.....	15
H. The Mercer Group, Inc. Guarantees	16
I. Proposed Engagement Agreement	17-18



The Mercer Group, Inc.

Consultants To Management

9123 Cherry Trace

Seminole, FL 33777

(954) 894-4046

Cell (727) 214-8673

E-mail: wahiggin@bellsouth.net

January 15, 2015

Michael Smith, IMPA-CP
Human Resources Director
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

The Mercer Group, Inc. understands the City Commission wish to engage the services of an executive search firm to conduct executive search and recruiting services for a City Attorney for the City of Pompano Beach.

The Mercer Group, Inc. is pleased to submit our proposal to assist the City Commission to recruit exceptionally well-qualified candidates for the position of City Attorney. If selected to conduct the search and recruitment process for this position, we would have no difficulty beginning immediately to ensure a smooth process. It is our understanding that the scope of work, minimum responsibilities, and search and recruitment services shall include, but not be limited to, the following:

- Development of Candidate Profile and Recruitment.
- Strategy Outreach to best-fit candidates and Advertising Campaign.
- Candidate Screening.
- Candidate selection, background and offer.
- Appointment.

The objectives that we will meet in order to find the best qualified candidates for the City Attorney position are as follows:

- To conduct on-site needs assessment for the new City Attorney.
- To develop a comprehensive position profile.
- To encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- To save a considerable amount of the City Commission's time in establishing a position profile and reviewing applicants.
- To comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- To independently and objectively assess the qualifications and suitability of candidates for the position.
- To recommend a pool of finalist candidates to the City Commission.

PINPOINTING WORKABLE SOLUTIONS FROM OUR OFFICES NATIONWIDE

www.mercergruoinc.com

City of Pompano Beach
Page Two
January 15, 2015

- To coordinate finalist candidate interviews with the City Commission.
- To mail an information packet supplied by the City to all qualified applicants.
- To respond to all candidate inquiries and produce all correspondence during the search.
- To preserve the confidentiality of inquiries to the degree possible under Florida law.
- To assist the City Commission in reaching a final decision.
- To assist in negotiating a compensation package with the successful candidate on behalf of the City Commission.
- To keep the City Commission closely involved in key decisions and informed of our progress.

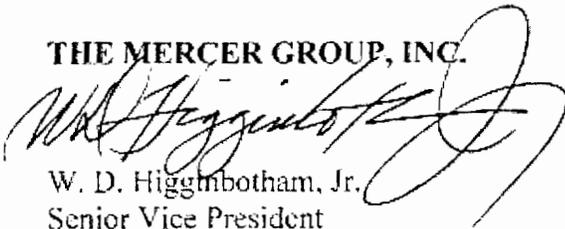
The purpose for engaging the services of an executive search firm is to seek out and recruit experienced candidates and to assist the City Commission in selecting highly qualified individuals who meet the profile and needs of the City and who might not otherwise apply. The Mercer Group, Inc. is well-qualified to assist the City Commission with this project. During the last six (6) months alone we have successfully completed or we are currently conducting executive searches for the City of St. Pete Beach, the City of St. Petersburg, Hillsborough County, the City of Plant City (Police Chief and City Manager), Citrus County, Pinellas Suncoast Transit Authority (PSTA) and Tampa Bay Area Regional Transportation Authority (TBARTA) as well as initiating City Manager searches for Deltona and Port Orange. These are just the **Florida** recruitments; there are many more in the Southeast and nation-wide.

The Mercer Group, Inc. has been in operation for over twenty four years with our corporate headquarters in Atlanta and branch offices in thirteen (13) states, including **Pinellas County Florida**. The Mercer Group, Inc. has the resources available to conduct this search and avoid untimely delays in the process. If selected, I will personally lead this recruitment from our Seminole, Florida office; with 30 years of local government experience, including four (4) City Manager positions in Florida, I am uniquely qualified to lead this search for Pompano Beach's new City Attorney.

Thank you for the opportunity to respond to this important assignment. We will be pleased to discuss our proposal with the City Commission and urge you to allow us to do so. Please contact me directly at 727-214-8673 if you have any questions.

Sincerely yours,

THE MERCER GROUP, INC.



W. D. Higginbotham, Jr.
Senior Vice President

THE MERCER GROUP, INC.

I. FIRM INFORMATION & BACKGROUND

A. Firm Qualifications

The Mercer Group, Inc. is an independent management consulting firm incorporated in the State of Georgia and operating nation-wide. The firm was founded by James L. Mercer, a long-term public management consultant. The firm has conducted business under the name The Mercer Group, Inc. since February, 1990 and is registered with the Florida Department of State.

Mr. Mercer started his own firm in 1981 and, in 1984, merged it with another consulting firm, Wolfe & Associates, Inc. On June 1, 1986, Mr. Mercer acquired the Human Resource and Organizational Consulting Practice of Wolfe & Associates, Inc. This acquisition formed the basis for Mercer, Slavin & Nevins, Inc. He sold his interest in Mercer, Slavin & Nevins, Inc. early in 1990 and founded The Mercer Group, Inc.

The Mercer Group, Inc. provides exceptionally high quality management consulting services to state and local governments, transit authorities, health care providers, utilities, special districts, and private sector clients. Specialty practice areas include: executive recruitment, organization and operations analysis, productivity improvement, strategic planning, management systems, compensation/classification/policy studies, privatization, budget evaluation services, government consolidation and organization development, training, and general management consulting. Our key consultants have conducted successful searches for hundreds of public sector organizations nationally and can offer numerous references as testimony of our work.

While this important engagement for the City of Pompano Beach will be personally led by W. D. Higginbotham, Jr., it will be assisted and supported by James L. Mercer. Mr. Mercer has conducted or assisted in the conduct of more than 2,000 successful executive searches in recent years. The spectrum of our search experience is below. Mr. Mercer's resume is included below, as is Mr. Higginbotham's.

Mr. Mercer is the Chief Executive Officer of our firm. There is no parent, subsidiary or affiliation of other firms. The closed service office and our corporate headquarters are as follows:

The Mercer Group, Inc.
5579 B Chamblee Dunwoody Road, Suite 511
Atlanta, Georgia 30338
(770) 551-0403; FAX: (770) 399-9749
Federal Tax ID No.: 58-1877068

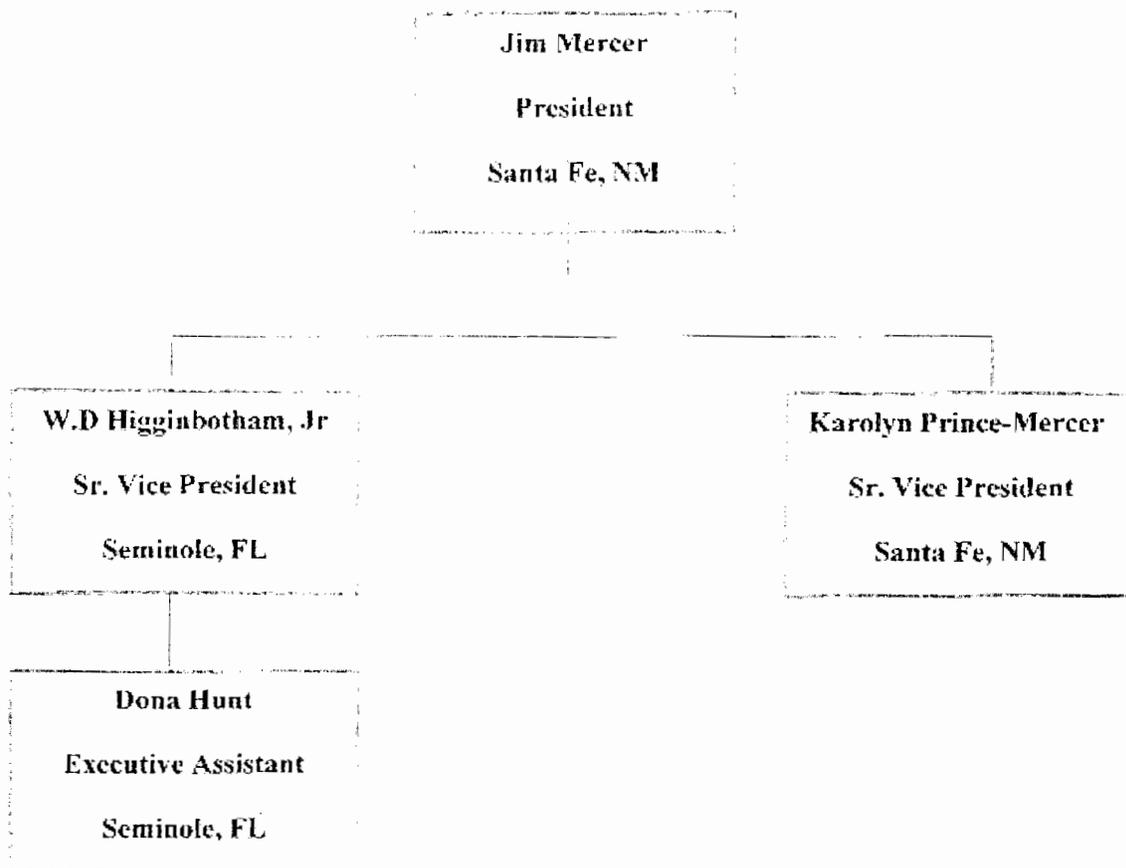
Primary contact information is as follows:

The Mercer Group, Inc.
W. D. Higginbotham, Jr.
Senior Vice President
9123 Cherry Trace
Seminole, Florida 33777
727-214-8673
WDHiggin@mercergroupinc.com
www.mercergroupinc.com

B. Organizational Chart for the City of Pompano Beach Search Team

The Mercer Group, Inc.

**EXECUTIVE SEARCH TEAM
for
POMPANO BEACH
CITY ATTORNEY**



C. Resumes of Our Key Staff

1. James L. Mercer, President - Atlanta and Santa Fe Offices; Project Support

Mr. Mercer holds a Master of Business Administration degree from the University of Nevada, Reno, and a Bachelor of Science degree in Industrial Management from the same institution. He has also received a Certificate in Municipal Administration from the University of North Carolina at Chapel Hill and is a graduate of the Executive Development Program at Cornell University. Mr. Mercer is a Certified Management Consultant (CMC) and has more than 25 years of experience in executive search and management consulting. He has authored or co-authored five books and has written more than 250 articles on various management topics. His experience covers the following functional areas: executive search, organization and operations analysis, management systems, productivity improvement, seminars/training, goal setting, strategic planning, privatization, government, consolidation, and general consulting.

Prior to founding The Mercer Group, Inc., Mr. Mercer held positions as President of Mercer, Slavin & Nevins, Inc.; Regional Vice President of Wolfe & Associates, Inc.; Partner and Vice President of Korn/Ferry International; General Manager of Battelle Southern Operations; National Program Director for Public Technology, Inc.; and Assistant City Manager of Raleigh, North Carolina. He has also been President of James Mercer & Associates, Inc., and has served as Director of Government Consulting Services for Coopers & Lybrand in the Southeast and Southwest, and Director of the Industrial Extension Division for Georgia Tech.

2. W. D. Higginbotham, Jr., Senior Vice President - Florida Office; Project Lead

Mr. Higginbotham's distinguished public sector career of over 30 years has included serving as chief executive officer and chief financial officer of cities in Florida and California. He served as City Manager of Gainesville, Florida, Melbourne Beach, Florida, Surfside, Florida, and Madeira Beach, Florida ranging in population from 3,100 to 123,100 and Assistant City Manager and CFO in Bakersfield, California with a population of 352,400. Mr. Higginbotham also served eight years as the Director of Economic Development for the eleven (11) county, 7,000 square mile area of the North Central Florida Regional Planning Council. After being recruited by the International City/County Management Association (ICMA) on behalf of the Department of Defense, his service to Florida cities was briefly interrupted in late 2007 and early 2008 when he served in Baghdad, Iraq as a member of the United States Provincial Reconstruction Team. He is an active member of ICMA and the Florida City and County Management Association (FCCMA) and has been recognized by both organizations for over 25 years in the local government management profession.

Mr. Higginbotham's particular areas of expertise are executive search, organizational development and economic development. In addition to graduating from Tulane University where he earned his Certificate in Accounting, he has completed and instructed training programs at the Emergency Management Institute (FEMA) in Emmitsburg, Maryland in Disaster Preparedness and Disaster Resistant Jobs Training, TRAIN-THE-TRAINER.

3. Karolyn Prince-Mercer, Senior Vice President - Santa Fe Office; Project Support

Ms. Prince-Mercer received her Bachelor of Arts degree in History with minors in Art, Political Science and Education from the University of Nevada. She received her Doctor of Jurisprudence degree from Woodrow Wilson College of Law. She is licensed to practice law in New Mexico and in Georgia. She has practiced law for over 20 years beginning in Georgia. Ms. Prince-Mercer is also qualified to administer and interpret the Myers-Briggs Type Indicator (MBTI) instruments.

Ms. Prince-Mercer also specializes in public sector executive search. She has been in management consulting for over eighteen years. She has experience working in executive search and has conducted several city manager searches. She has worked on several city managers/administrators searches with Mr. Mercer over the past years. She also has experience with compensation and classification, and with organization and management studies. Ms. Prince-Mercer is also active in recruitment for other fields in the public sector.

4. Time Commitments

The members of our firm have the quality time to devote to this search so as to meet Pompano Beach's needs.

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II. CITY/COUNTY ATTORNEY AND REFERENCES

The Following List of Searches are limited to CITY/COUNTY ATTORNEY to avoid the lists being voluminous.

Attorneys/Legal

Ann Arbor, Michigan - City Attorney (Limited Scope Search) – 1995
Ashville, North Carolina – City Attorney - 2013
Benecia, California - City Attorney - 1996
Boulder, Colorado - City Attorney - 2003
Broomfield City and County, Colorado - City Attorney - 2004
Carlsbad, California - Deputy City Attorney - 2001
Cuyahoga Metropolitan Housing Authority - General Counsel (Limited Scope Search) - 1998
Cuyahoga Metropolitan Housing Authority - Labor/Management Attorney - 1998
Danville, California - Town Attorney - 1995
Glendale, Arizona - City Attorney (Limited Scope Search) - 2000
Glendale, Arizona - City Attorney - 2004
Greensboro, North Carolina - City Attorney – 2011
Lee County, New Mexico – County Attorney - 2014
Lee's Summit, Missouri - City Attorney - 2008
Littleton, Colorado - City Attorney - 2008
Livermore, California - City Attorney - 2000
Livermore, California - Assistant City Attorney - 2001
Livermore, California - Deputy City Attorney - 2000
Longmont, Colorado - City Attorney - 2008
Monroe, North Carolina - City Attorney - 2001
Newport News, Virginia - City Attorney - 1995
Orange County, North Carolina - County Attorney - 2008
Pinetop-Lakeside, Arizona - Town Attorney - 2007
Simi Valley, California - City Attorney - 1997
Thornton, Colorado - City Attorney - 1990
Thornton, Colorado - City Attorney - 1987
Tucson, Arizona - City Attorney - 2004
Vacaville, California - City Attorney - 2001
Virginia Beach, Virginia - City Attorney - 1989
York, Pennsylvania - Business Administrator & Assistant Solicitor - 2000

REFERENCES

Kenneth W. Buchman, City Attorney
City of Plant City; population 35,000
302 W. Reynolds Street
Plant City, FL 33563
813-659-4242
kbuchman@planteitygov.com
City Manager Search; Police Chief Search

Mayor Alonzo King
City of Goldsboro; population: 38,313
City Hall, 200 North Center Street
Goldsboro, NC 27530
c/o_mbrewer@ci.goldsboro.nc.us
City Manager Search

Mayor Tom Beehan
City of Oak Ridge; population: 27,378
200 W Tulane Avenue
Oak Ridge, TN 37830
865-425-3432
theehan@corfn.org
City Manager Search

Christopher M. Guella, Director of Human Resources
City of St. Petersburg; population 249,688
P. O. Box 2842
St. Petersburg, FL 33713
727-893-7419
chris.guella@stpete.org
Police Chief Search

Mayor Wes Perry
City of Midland; population: 103,880
300 N Loraine Avenue
Midland, TX 79701
432-686-5000
wes@egfresources.com
City Manager Search

Mayor (Dr.) Robert Cluck
City of Arlington; population: 364,000
101 W Abram Street
Arlington, TX 76004
817-459-6122
robert.cluck@arlingtontx.gov
City Manager Search

Ms. Sherry Anderson, Human Resource Director
Citrus County Florida; population 140,000
3600 W. Sovereign Path
Leclanto, FL 34461
352-400-0145
SHERRY.ANDERSON@bocc.citrus.fl.us
County Administrator Search

Stephen W. Vaughn, Secretary/Executive Director
Pennsylvania Municipal Retirement System
Commonwealth of Pennsylvania
1010 7th Street, Suite 301
Harrisburg, PA 17102
717-787-2065
stvaughn@pa.gov
Secretary/Executive Director Search

Mayor Marilyn Hatley
City of North Myrtle Beach; population: 15,000
1018 Second Avenue South
North Myrtle Beach, SC 29582
843-280-5526
mayorhatlev@n-myrtle-beach.sc.us
City Manager Search

Mr. Russell Blackburn, City Manager
City of Gainesville; population: 124,354
200 East University Avenue
Gainesville, FL 32601
352-334-5010
blackburnrd@cityofgainesville.org
City Manager Search; Risk Management Director Search; Utility Engineer Search

Mr. Ron Scott, City Manager
City of Danville; population: 16,218
445 W Main Street
Danville, KY 40423
853-238-1200
rscott@danvilleky.org
City Manager Search; Chief of Police Search

Ms. Kristy Stallings, Deputy City Manager
City of Overland Park; population: 275,000
8500 Santa Fe Drive
Overland Park, KS 66212
913-895-6152
Kristy.stallings@opkansas.org
City Manager Search

III. SERVICES, TIMELINE, AND FEES

Our Firm's Approach, Work Plan, Equal Employment Opportunity Statement, Timeline of Activity Pursuant to Scope of Services and Fees

A. Project Understanding and Approach

It is our understanding that Pompano Beach is in need of Executive Search Services for a City Attorney Recruitment. It is our understanding that the scope of work, search and recruitment services shall include, but not be limited to, the following:

- Defining the position profile.
- Sourcing qualified candidates.
- Evaluating prospective candidates.
- Selection and employment.

The objectives that we will meet in order to find the best qualified candidates for the City Attorney position are as follows:

- To conduct on-site needs assessment for the new City Attorney.
- To develop a comprehensive position profile.
- To encourage top level people to apply who would otherwise be reluctant to respond to an advertisement.
- To save a considerable amount of the City Commission's time in establishing a position profile and reviewing applicants.
- To comply with appropriate personnel regulations and state laws (i.e., EEO, Affirmative Action and ADA).
- To independently and objectively assess the qualifications and suitability of candidates for the position.
- To recommend a pool of finalist candidates to the City Commission.
- To coordinate finalist candidate interviews with the City Commission.
- To mail an information packet supplied by the City to all qualified applicants.
- To respond to all candidate inquiries and produce all correspondence during the search.
- To preserve the confidentiality of inquiries to the degree possible under Florida law.
- To assist the City Commission in reaching a final decision.
- To assist in negotiating a compensation package with the successful candidate on behalf of the City.
- To keep the City closely involved in key decisions and informed of our progress.

The scope of the project will be sufficiently broad and in-depth so as to meet the requirements of Pompano Beach. Our approach and style are interactive; we form a partnership with our client to conduct a project from which the City of Pompano Beach will benefit through ease of implementation.

B. Work Plan: Outreach, Candidate Screening, Background Work, Interview & Follow Up

We recommend a seven (7)-step search process as follows:

1. **Position Analysis** - We will define work relationships, job qualifications and requirements for the position - the "Position Profile".
2. **Recruitment Process** - We will recruit State-wide, regionally, and nationally for the position and network to locate qualified candidates.
3. **Resume Review** - We will identify qualified candidates.
4. **Candidate Screening** - We will thoroughly screen prospective candidates.
5. **Background Investigation** - We will thoroughly evaluate prospective candidates.
6. **Interview Process** - We will make recommendations and assist in selection.
7. **Negotiation and Follow-up** - We will facilitate employment and follow-up to ensure complete integrity of the process.

1. Position Analysis

We will have extensive consultation with Pompano Beach's City Commission and/or key staff as well as other individuals or groups (as the Commission wishes) to determine the City's vision/mission, goals and objectives, the needs and issues, requirements of the job, and to obtain information about the environment within which the position functions.

During this process, we will initiate individual interviews with citizen organizations, department heads and key staff, and others of your choice to identify expectations, perceptions, and concerns regarding the position. In addition, we will spend a considerable amount of time at the beginning of the process with the City Commission (and others as desired) in order to determine the level of experience and training needed. As noted earlier, Mr. Higginbotham's 30 years of local government experience make him uniquely qualified to lead this search for the new City Attorney.

Based on those meetings, we will prepare a draft position profile and review it with the City Commission in order to arrive at a general agreement regarding the specifications for the position. The final position profile will include information about Pompano Beach, the City Commission, staff, major issues to be faced, the position, and the selection criteria established.

2. Recruitment Process

Because we have recently completed similar searches, we will first review our database to determine those candidates whom we may already know and/or already have on file who may meet the City's specifications.

Although this process is valuable, we will rely most heavily on our own contacts in the administration/management field and on our own experience. Through "networking", we will conduct a nation-wide search, while understanding that the successful candidate must be duly licensed to practice law in the State of Florida, for the best qualified candidates and invite them to apply for the position.

Based on our discussions with Pompano Beach's City Commission, we will place ads in professional journals, online at appropriate websites that specialize in and attract high quality legal professional and management attention, to encourage applicants to apply.

3. Resume Review

We will review and analyze each applicant's background and experience against the position description criteria. We will acknowledge all resumes received and keep candidates informed.

4. Candidate Screening

Criteria for the preliminary screening will be contained in the approved "Recruitment Profile". They may include such items as education, technical knowledge, experience, accomplishments, management style, personal traits, etc.

Screening of candidates against those criteria will be based on data contained in the resumes and other data provided by the candidates and on our knowledge of the organizations in which they work. At this stage, each must meet the minimum qualifications specified in the Recruitment Profile.

We will be responsible for screening the applications received. This initial screening will be conducted by Mr. Higginbotham by telephone with the prospective candidate. We will conduct interviews with references who may know the candidate's background and expertise by telephone. Where feasible, we will also conduct personal face-to-face interviews with top candidates.

Once the initial screening is completed, we will select the prospective candidates who most closely match the criteria established by Pompano Beach. The output of this step in the process will be a matrix display of the top candidates showing how each rates against the selection criteria established by the City Commission. This matrix will be reviewed with Pompano Beach's City Commission in group and or individual meetings and guidance obtained prior to proceeding. One contingency here is that the City Commission may not approve of any of the candidates. If that should occur, we would, of course, keep searching until the City's needs are clearly met.

After review by the City Commission, we will personally interview each candidate using various interview techniques. We will closely examine their experience, qualifications and achievements in view of the selection criteria and our professional expertise in evaluating the quality of such qualifications and achievements.

We also request that all candidates provide us, in writing, substantial information about their accomplishments and their management style and philosophy; this information will be verified.

5. Background Investigations

As part of our process in evaluating top candidates, we make detailed and extensive reference checks. In conducting these, it is our practice to speak directly to individuals who are now or have previously been in a position to evaluate the candidates' job performance.

We ask each candidate to provide us with a number of references. We then network these references to other persons who know the candidate. In this way, we thoroughly evaluate each candidate. We have had occasion to talk to more than 20 references concerning a single finalist candidate. These references and evaluations are combined to provide frank and objective appraisals of the top candidates. We also verify past employment difficulties, if any, including reasonable due diligence on any legal action filed against current or former employers.

As part of our evaluation process, we verify undergraduate and graduate college degrees. We arrange for credit checks, criminal checks, and, as an additional option, can arrange for psychological (or similar) testing of the candidates that may be desired. As a part of this project we can provide the results of a management style inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes (these may be extra cost items). We will present and discuss background investigation criteria with the City Commission which will make the final decision on which candidates to interview.

6. Interview Process

Based on the preceding steps, a recommended list of finalists for the position of City Attorney will be compiled. We will prepare a written summary on each finalist. The information will cover, but not be limited to, 1) present position, 2) total years experience, 3) salary requirements, 4) education, 5) previous positions held, 6) notable projects, 7) management style, 8) skills and abilities, 9) interests, and 10) professional goals.

This information will be presented to Pompano Beach's City Commission in a detailed written format combined with the results of the background investigation and candidate screening. We will make a recommendation on a group of finalists, the size of which as directed by the City Commission. The Commission shall make the final decision on which and how many candidates will be interviewed.

Our report will be presented in a meeting in which we will discuss our recommendations and provide background information, sample questions and a rating form for the interviews. In particular, we will explain which, if any, of the applicants specifically meet the total criteria established by the City Commission or whether the final group simply represents the best available talent.

We will also provide the City Commission with our recommendations relative to timing, sequencing, location, setting, format, and conduct of interviews with the finalists. We will provide information about trends in employment, employment contracts and agreements, relocation expenses, perquisites, appropriate role for spouses, receptions, etc. We will arrange schedules for top candidate interviews and will coordinate the process.

7. Negotiation and Follow-up

We will also assist in the negotiation process relative to salary, benefits and other conditions of employment. We feel that we can be especially helpful because we have proposed a fixed fee rather than one based on a percentage of salary. One contingency here is that an agreement may not be able to be arranged. If that is the case, we will work with the City Commission to select an alternate candidate.

We will properly handle any and all media relations. Unless otherwise directed, it is our standard practice to tell all media that we are working on behalf of the City Commission and that any public statement should come directly from the City Commission. We will maintain confidentiality of candidate information, as possible, under Florida law.

Finally, we will notify by letter all unsuccessful candidates who were not recommended for interview with the Pompano Beach City Commission of the final decision reached. We suggest, however, that it is more proper for the Commission to directly notify all unsuccessful candidates whom they interviewed of the final result.

We will keep the City Commission closely informed and involved in decisions concerning the search process at all times. We will prepare and send weekly e-mail updates and a formal progress report at the mid-point of the search. These reports will contain a progress report on the recruitment and specific steps to be taken to meet the City's deadlines.

Support from the City of Pompano Beach will be needed, as follows:

- Arranging interviews with Pompano Beach's City Commission, staff and others as desired.
- Providing budget, organization charts and other documents.
- Place of contact and contact person for the search.

C. Equal Employment Opportunity Statement

It is the policy of The Mercer Group, Inc., to assure equal opportunity based on ability and fitness for all employees or applicants considered for our client organizations regardless of race, color, religion, sex, age, marital or veteran's status, national origin, or the presence of any sensory, mental or physical disability. Such policy shall apply, but not be limited to, hiring, placement, job classification, transfer or promotion, demotion, recruitment, advertising or solicitation for employment, rates of pay or other forms of compensation, selection for training, career development, layoff or termination.

This policy shall be disseminated to clients, subcontractors, suppliers and prospective applicants. The intent of this policy will apply to internal operations, recruitment and consulting activities conducted by our firm.

D. Project Schedule and Timeline (subject to approval by the City Commission)

**POMPANO BEACH
CITY ATTORNEY SEARCH**

Kickoff Meeting with the City	One week following award and execution of agreement
Interviews/Consultation with the Mayor and City Commission & Others (as desired) to Develop Characteristics & Attributes of a Successful Candidate. Develop Compensation Package and Job Description.	Week One
Approve Recruitment Materials	Week Three
Access Data Base for Targeted Recruitment of Qualified Individuals and Place Ads	Week Three (Begin Search)
Send Recruitment Brochure/Invitation Letter	Week Three
Outreach Telephone Calls	Week Three through Seven
Acknowledge Receipt of Application Materials	As received
Cutoff Date for Receipt of Applications	Week Seven
Screen Applications Against Selection Criteria and Consultant Interviews of Top Candidates	Ongoing to Week Seven
Meet with the Mayor and City Commission to Review Top Candidates and Assist in Selection of Finalists	Week Eight (Within 35 to 45 Days of Beginning Search, Provide Candidate Information)
Conduct Reference and Background Checks	Week Nine & Ten
Send Interview Guide to the Mayor and City Commission of Selected Finalists	Week Ten
Community Meet & Greet and Conduct Interviews of Selected Finalists	Week Eleven
Make Selection	Week Eleven
Negotiate Agreement	Week Eleven
Notify Candidates Not Selected	At close of search process

E. Cost Proposal for Professional Recruitment Services for City Attorney

The Mercer Group, Inc. proposes a **total fee, including all expenses, for the Executive Search/Recruitment Services as a fixed amount of \$14,750.** There will be **NO additional costs or expenses paid to The Mercer Group, Inc. for our services.** Items and their associated costs for our services are as follows:

Position Analysis.....	\$ 1,750
Outreach Campaign.....	2,500
Resume Review.....	2,500
Candidate Screening.....	2,750
Background Investigation.....	3,250
Interview Process.....	1,500
Negotiation and Follow-up.....	500
TOTAL FEE.....	\$14,750

The costs for final candidates to travel to Pompano Beach for interviews, as the City Commission desires, are not included. Such costs are normally paid by the client on a reimbursement basis, directly to the candidates. These costs are extremely difficult to estimate because they depend on where the candidates are located. In general, out-of-state costs run about \$600 to \$750 per person.

Pompano Beach's liability to The Mercer Group, Inc. for services rendered under our agreement **will not exceed the agreed upon price as stated above.**

We will submit regular invoices for our fees. It is our practice to bill one-third at the start of the search, one-third upon delivery of the semi-finalist application materials, and one-third upon selection of the successful candidate.

We will comply with all applicable laws, rules and regulations of federal, state and local government entities.

Our ability to carry out the work required will be heavily dependent upon our past experience in providing similar services to others, and we expect to continue such work in the future. We will, to the degree possible, preserve the confidential nature of any information received from you or developed during the work in accordance with our professional standards.

We assure you that we will devote our best efforts to carrying out the engagement. The results obtained, our recommendations and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not be greater than the amount paid to us for the services rendered.

The hourly rate for any services the City might request outside the scope of items set forth in this proposal is \$125.00 per hour.

This proposal constitutes the agreement between us. It cannot be modified except in writing by both parties. Our agreement will be interpreted according to the laws of the State of Florida.

F. Additional Activities that Might be Helpful to the Recruitment and Selection Process

As noted above, we can provide the results of a Management Style Inventory on the finalist candidates. We can also conduct a Myers-Briggs analysis of the team with the new team member for team building purposes. (These may be extra cost items.)

G. Proposal Acceptance

This January 15, 2015, proposal is accepted for the City of Pompano Beach by:

SIGNATURE:

NAME:

TITLE:

DATE:

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THE MERCER GROUP, INC.

GUARANTEES

II. The ten (10) guarantees of our search work are explained below:

1. **Client Organization:** The client is defined as the entire entity, including all departments, divisions, sections and groups. This assures that all of our guarantees apply to the entire client organization.
2. **Two-Year Off Limits:** We will not recruit candidates from a client organization for two years after completion of a search assignment without the full agreement of the client.
3. **Placement Off Limits Forever:** We will never recruit a candidate whom we have placed in a client organization as long as he/she is employed by that organization without the full agreement of the client.
4. **Continue the Search:** If, for any reason, the client does not feel comfortable selecting a candidate from our original recommended group of candidates, we will continue the search until the client can make a selection.
5. **Replacement of Successful Candidate:** If the candidate we place with the client leaves the client organization for any reason during the 24 month period following the date of placement with the client, we will replace the candidate and **there will be no professional fees** charged by The Mercer Group to make the new placement.
6. **Parallel Candidate Presentation:** We will not present a candidate simultaneously to more than one client. This permits our firm to represent one client organization without any conflicts of interest.
7. **Client Conflicts:** If asked, we will disclose to our clients the names of the organizations which are "Off Limits" that logically would be target organizations on the new search assignment.
8. **Deceptive/Misleading Search Techniques:** We commit to our clients and to our prospective candidates that we will not use any search techniques which may be considered as deceptive or misleading.
9. **Resume Floating:** We will not float resumes to organizations in the hopes that we can collect a fee if that individual is hired.
10. **Not Represent Individuals:** We assure our clients and individuals who may become candidates that we will not collect a fee from candidates whom we may recommend for a position.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY		
<i>MINIMUM \$500,000 OCCURRENCE/AGGREGATE</i>		
XX comprehensive form		
XX errors and omissions		
XX premises - operations	bodily injury	
— explosion & collapse		
— hazard	property damage	
— underground hazard		
— products/completed		
— operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
XX damage		
XX independent contractors		
XX personal injury	personal injury	
<hr/>		
AUTOMOBILE LIABILITY		
<i>MINIMUM \$500,000 OCCURRENCE/AGGREGATE</i>		
	bodily injury	
	(each person)	
	bodily injury	
	(each accident)	
XX comprehensive form	property damage	
XX owned		
XX hired	bodily injury and	
XX non-owned	property damage	
	combined	
<hr/>		
EXCESS LIABILITY		
XX umbrella form	bodily injury and	
— other than umbrella	property damage	
	combined	
	\$500,000.	\$500,000.
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XX PROFESSIONAL LIABILITY	\$1,000,000.	\$1,000,000.
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